

City Council of Peachtree City
Agenda
July 19, 2018
6:30 p.m.

- I. Call to Order
- II. Pledge of Allegiance
- III. Announcements, Awards, Special Recognition
Recognition – Firehouse Sub Foundation Donation to Fire Department
Recognize 4th of July Parade Winners
- IV. Public Comment
- V. Agenda Changes
- VI. Minutes
June 21, 2018, Regular Meeting Minutes
June 25, 2018, Budget Workshop Minutes
- VII. Quarterly Reports – 2nd Quarter 2018
- VIII. Consent Agenda
 - 1. Consider Alcohol License – NEW – Mini Mart Intl, 104-A Huddleston Road
 - 2. Consider Alcohol License – NEW – The Curious Pig, 114 Huddleston Road
 - 3. Consider Resolution of Support for Brunch Bill Alcohol Referendum on November 6
 - 4. Consider FY 2018 Budget Amendment – Contractual Services for Tree Removal
 - 5. Consider FY 2018 Budget Amendment – Building Repair & Maintenance
 - 6. Consider Surplus of Fire Engine
 - 7. Consider Contract for Online Payments – Point & Pay
- IX. Old Agenda Items
- X. New Agenda Items
 - 07-18-01 Public Hearing – Consider Variance to Side Setback, 306 Pemberton Court
(Mike Warrix)
 - 07-18-02 Public Hearing – Consider Variance to Floodplain Ordinance, 10, 11, and 12
Northlake Circle, Tinsley Mill (Dave Borkowski)
 - 07-18-03 Public Hearing – Consider Rezoning, AR/GI to LUR, 180 Old Senoia Road
(Robin Cailloux)
 - 07-18-04 Public Hearing – Consider FY 2019 Budget and CIP (Paul Salvatore)
 - 07-18-05 Consider Resolution in Support of Local Legislation for the Power to Create
Community Improvement Districts (Mike Warrix)
- XI. Council/Staff Topics
Update on Glenloch Pool and Splash Pad (Quinn Bledsoe)
Discuss Charter Changes
- XII. Executive Session
- XIII. Adjourn

**City Council of Peachtree City
Meeting Minutes
June 21, 2018
6:30 p.m.**

The Mayor and Council of Peachtree City met in regular session on Thursday, June 21, 2018. Mayor Vanessa Fleisch called the meeting to order at 6:30 p.m. Others attending: Terry Ernst, Mike King, Kevin Madden, and Phil Prebor.

Announcements, Awards, Special Recognition

Kelly Duncan of Recreation & Special Events was honored as May's Employee of the Month, and Council recognized Fire Department Battalion Chief Chris Campbell for 25 years of service to the City.

Agenda Changes

Ernst moved to switch the order of New Agenda Items 06-18-04 and 06-18-05. Madden seconded. Motion carried unanimously.

Minutes

June 7, 2018, Regular Meeting Minutes

King moved to approve the June 7, 2018, regular meeting minutes as written. Ernst seconded. Motion carried unanimously.

Consent Agenda

- 1. Consider FY 2018 Budget Amendment**
- 2. Consider Stormwater Facility Maintenance Agreements – CertainTeed and Granite & Marble Warehouse**

Madden moved to approve Consent Agenda Items 1 and 2. Prebor seconded. Motion carried unanimously.

New Agenda Items

06-18-02 Public Hearing – Consider Variance Request, 414 N. Peachtree Parkway

This request was withdrawn by the applicant.

06-18-03 Public Hearing – Consider Transmittal Resolution, Capital Improvements Element (CIE) Update

Planning and Development Director Mike Warrix explained this transmittal resolution was associated with the annual update of the Capital Improvement Element (CIE) of the Comprehensive Plan. According to state law, all cities that administered impact fee programs were required to adopt CIEs as part of their Comprehensive Plans and update those plans and elements on an annual basis.

Warrix noted the text of the update was included in the meeting packet and had been available for review by the public at City Hall. The next step would be for Council to approve the CIE for submission to the Atlanta Regional Commission (ARC) to begin the regional and state review process. After those reviews, Council would formally adopt the CIE, probably in September.

Fleisch opened the public hearing. There were no comments. Fleisch closed the public hearing.

King moved to approve New Agenda Item 06-18-03, Transmittal Resolution, Capital Improvements Element (CIE) Update. Ernst seconded. Motion carried unanimously.

06-18-05 Consider Step One Annexation, SR 54 (northwest side)

Warrix noted this was the first of two Step One Annexation applications on the agenda. This request was made by the Bradshaw Family, represented by Jerry Peterson. It was for two parcels totaling 28.3 acres and included a request for Limited Use Commercial (LUC) zoning. Mixed-use development was the proposed use, and Warrix said the applicant would describe that in more detail.

Warrix presented a map showing the location of the tracts on SR 54 and Sumner Road and in relation to Smokerise Point, along with a site plan. The County's zoning of the site was Agricultural Residential (AR) with the Future Land Use Plan designating these two parcels for low-density residential.

Fleisch asked Warrix to outline the Two Step Annexation process, which they said was unique to Peachtree City. He said Step One allowed Council to examine the request, but take no formal action on annexation. The purpose was to see how the annexation request fit into the City's goals and with the Future Land Use Plan and the Comprehensive Land Use Plan. If the applicant received permission to move forward and formally applied for annexation, then the City would notify the County that there was an annexation application. That would start the Step Two Annexation process, which called for the submission of more detailed information by the applicant and would result in a final decision by Council.

Peterson spoke for property owner Scott Bradshaw. He said the adjacent property to the south housed small commercial establishments, with a veterinary office, an antique shop, an assisted living facility, a new office building, and Lexington Square. Across the road held small office and retail uses, along with the Publix center. Peterson said this showed the property was not isolated. On the Sumner Road side were small office buildings, Peterson added.

He recalled that they brought forward a different plan for these parcels in 2014 or 2015, and, after consulting with staff, decided to revise the plan. The biggest change involved wrapping residential around the north and west sides of the property to match the development across Sumner Road in both directions. They added a park in the center of the development for both the residents and office and retail users. He said the first plan had a cul-de-sac off the median cut, and that had been changed to a loop road off the median cut, with an additional right-in, right-out access point.

Topographical maps showed the high point on the eastern edge of the property, so all drainage would be towards the west, Peterson noted, which was where all the detention and water quality features would be located. One of those would be a park next to the residential entry.

Compared to the old plan, this proposal had a slightly less retail and office and more open space, Peterson reported, but residential would be about the same. He said there was good access for path connections, and sewer was close to the bottom of the property.

They had considered seeking General Commercial, Office, and Residential zonings, but staff suggested LUC, based on this concept plan, with the Land Use Plans controlling uses in the LUC, Peterson noted. He presented some ideas of what the architecture might look like, with the retail structures matching what was already in place.

Fleisch asked if this site would be served by the same lift station that was behind the Ankle and Foot Clinic, and Peterson said it would. Fleisch explained that the reason for scaling down retail from the earlier plan was to prevent traffic congestion like what was in the SR 54 West area.

Fleisch also inquired if this property was in an overlay district. Peterson noted that it met requirements for buffers on a major highway. City Manager Jon Rorie said that the County had this land in an overlay district.

Senior Planner Robin Cailloux explained that the intent of the County's overlay was to maintain the rural residential character of the existing homes in the area. She said it required 100-foot setbacks and that structures look like homes, with no commercial storefronts. All of those requirements, she said, would come into play if existing structures were significantly altered or added on to in the area.

Rorie clarified that existing structures were considered legally non-conforming, but if they were renovated, they would have to conform to overlay standards. If a building had a 50-foot setback, it would have to go to 100-foot setback if it was making major alterations, Rorie pointed out. However, he noted, the overlay district would not apply if the annexation were granted because they were County overlay districts, not Peachtree City overlay districts.

Fleisch recalled they had previously discussed making the Homeowners Association (HOA) responsible for sidewalks. Peterson said there would be an HOA that could assume that responsibility, and those details would be established in Step Two. Fleisch said she just wanted to establish expectations. She noted that there should be a sign at the eastern entry to the City, as well.

Rorie told Peterson that, if Council voted to move on to Step Two, then the City would have to ensure the forthcoming plan would include connectivity to the path system. He said it should also include landings for a multi-use bridge or tunnel crossing SR 54, and there should be an easement dedicated for that. Peterson responded that this might not be the best place for a crossing, but added that he was open to discussion.

Prebor asked what the next step would involve. Rorie said moving on to Step Two would allow the applicants to work with Planning and Zoning staff to iron out the details, such as what the LUC would require and how many residential lots would be included. Step One was just a macro look at what was proposed, he remarked, while Step Two went into detail.

Rorie asked if anyone had reached out to business owners on Genevieve Court, which was across the street, to ask if they would like to be part of this annexation. He noted that a lot of this planning for annexation involved identifying growth boundaries and should not be done piecemeal. There would be issues in the future if one parcel were in the City while the parcel across the street was in the unincorporated County, Rorie predicted. Problems could arise in terms of service delivery, such as Fire and Emergency Medical Services (EMS). He said the City might have to change the annexation method to 60% of the property owners requesting annexation, but it would be worth it to clean up the SR 54 East corridor and get all property into the City.

City Attorney Ted Meeker told Prebor that if Council approved the Step One application, the next step would be to submit a formal application for annexation. At that point, the County would be notified, and the City would be informed of any response or issues the County might have. Planning Staff would become more involved. Meeker said the total plan would be vetted by the Planning Commission before coming back to Council.

King moved to approve New Agenda Item 06-18-05, Step One Annexation, SR 54 (northwest side). Prebor seconded. Motion carried unanimously.

06-18-04 Consider Step One Annexation, SR 54 (southeast side)

Fleisch recused herself from the discussion due to previous employment with Ravin Homes, and Mayor Pro Tem Ernst presided. Warrix said this was a 60% Step One annexation, and Pam Rossetti of Ravin Homes was the applicant. He reported that owners of 66% of the included property had signed the petition for annexation, significantly more than what was required. This request included 30 parcels, totaling 105 acres.

All tracts were currently zoned Commercial by the County, Warrix noted, except for one 50-acre tract behind Governor's Square that was zoned R-20. The applicant was requesting Commercial zoning for all but that tract, which she asked to be zoned as Limited Use Residential (LUR). The applicant proposed 112 single-family homes, medium density, for those 50 acres. Warrix presented a map that showed the location, which included Publix and Stein Mart to Autera Health Center, along with a list of property owners who signed the petition and those who did not. The County's Future Land Use Plan, Warrix remarked, showed Commercial zoning for most of the property, with low-density residential on the 50-acre tract to the rear.

Richard Ferry, representing Ravin Homes, said they believed that SR 54 East had the beginnings of a good village concept. On the west side of the property were single-family homes, townhomes, offices, restaurants, stores, and a school. On the east side, their proposal would increase and improve on that concept by bringing a grocery store and a department store into the City, among other businesses, plus a residential development that would supply customers to support them. Ferry also showed the current City boundaries and how they would change if annexation were to be approved.

Ferry reaffirmed that the annexation petition met requirements by having the owners of 66% of the property sign on, exceeding the state requirement of 60%. The state also required 60% of the registered voters in the area sign the petition, but in this case, there were no registered voters residing on the properties. Ferry noted that there were 30 parcels in this annexation proposal, and 29 were a mixture of office and commercial uses.

Ferry said that advantages to the City included not only a boost to the tax base, but also the fact that any development and re-development of these properties would be governed by the City's ordinances and standards. This would give the City more say into the appearance of its eastern entrance in the future.

The proposed residential project was a little different from what Warrix outlined, Ferry noted. The total acreage was 49.254 acres, and they intended to request a medium-density LUR zoning for 94 single-family lots, about 1.9 dwelling units per acre. The density was in accordance with the goal of the Comprehensive Plan to step down density towards the City's boundary, Ferry commented. There was a 50-foot buffer around the property, and 24.2 acres would be gross open space, which was about 49% of the property. Ferry said there were three creeks on the property that they wished to protect. The creek to the north and west was most significant, but they wanted to preserve the other two as well.

Ferry said a lot would be set aside at the entrance for public safety purposes, and space had been designated on the cul-de-sac to the south for future right-of-way and connectivity. A cart path easement would run along the 50-foot buffer adjacent to the properties on Governor's Square.

Ferry said the residential development across the street on Governor's Row provided a good example of what they intended for this residential project. The architecture would be similar, and

several builders had expressed interest. He showed photos from builders depicting examples of the homes.

In summary, Ferry said, this proposal would be a positive addition to the idea of an East Village. He asked Council to allow them to move on to Step Two and create a concept for a vibrant East Village.

Ernst said Ferry had answered his questions regarding public safety and other items.

Madden asked Rorie if anyone had reached out to Publix and Stein Mart. Cailloux answered, saying staff had contacted the property owner multiple times and got a response that they would need to take it up to the corporate level. She acknowledged it was a big corporation, and the same company owned the Publix, Stein Mart, and Kaufman Tires properties.

Madden noted staff pointed out that the residential plan would not meet with the County's Future Land Use program. Warrix said the County had designated it for low-density residential (R-20). Meeker confirmed that if the City annexed the land, it would be under City control, but Rorie said the County could object if the City annexed the land and re-zoned it for LUR medium density. He said that could be worked out through arbitration. It was a greater density than the County stated on its Land Use Plan, but that could be dealt with in the future, Rorie said.

Madden asked if the greater density was permitted under the City's Land Use Plan that called for less density towards the borders. Warrix said the City's Future Land Use map did not extend into the County or the County's into the City. However, Rorie pointed out, bringing the property into the City in an LUR with a greater density would be consistent with the City's Land Use Plan, and Warrix agreed.

Prebor asked Rorie if he received many complaints about the signs along this part of SR 54, such as at the Ace Hardware store. Rorie said complaints were common, but the City had no control over zoning or code enforcement in that area because it was not in Peachtree City. If it was urban, it should be municipal, he stated. He noted that, as Ferry had said, this annexation would allow Peachtree City to enforce its ordinances, such as those governing landscaping and signage, in this area. However, Rorie pointed out, there were uses currently in place that, even if the land were annexed, would be allowed to remain as legally non-conforming uses. Prebor clarified if this meant the pawnshop, and Rorie said it did, but noted that someone could not put in another pawnshop. Warrix said the LUR ordinance would allow the City to write in permitted uses.

King asked about the golf cart path access in the residential portion and said it would be a substantial commitment for the City to connect to it. Ferry pointed out the area on a map. King asked if the City would have to establish the connection to the south. Rorie mentioned there was a Special Purpose Local Option Sales Tax (SPLOST) project, currently in the preliminary stages, which would establish a cart path connection with Shiloh Mobile Home Park and Stein Mart. He said this was why it would be important to secure easements for a grade-separated crossing right now because it would be necessary to build a crossing in the future. King said it was important to maintain the City's brand as a golf cart community.

Ernst asked Rorie if the Georgia Department of Transportation (GDOT) could pull its permission for the current cart crossing at the traffic light on SR 54. Rorie said they could "un-permit" a permitted crossing at any time, and probably would if traffic increased greatly over the 26,000 vehicles a day that currently passed through the area. The permit might be revoked for safety reasons in that case. He said the City must look ahead and plan for this eventuality, even if it was 20 years in the future.

King inquired about sewer connections for the new development. Rorie said Stein Mart, Publix, and Shiloh were all connected to the sewer system. He said the sewer system was in place. It would be fed by gravity or the pump station on the other side. Rorie noted that he felt it was a mistake to have extended the sewer system to Stein Mart and Publix without them being in the City.

Madden moved to approve New Agenda Item 06-18-04, Step One Annexation, SR 54 (southeast side). King seconded. Motion carried 4-0, with Fleisch abstaining.

Council/Staff Topics

Prebor commented that the work on the spillway was looking good, reporting that he drove by the site every day. Rorie said it was close to completion.

Fleisch also pointed out that the improvements on Spyglass Island were nearly complete. She asked City Engineer Dave Borkowski how to get the name changed on Geographic Information Systems (GIS) from Snake Island to Spyglass Island. Borkowski said Google was not helpful in getting names changed on its GIS maps. Rorie asked him to follow up with Google again, and Borkowski said they would.

Fleisch mentioned the U.S. Supreme Court had upheld a ruling requiring sales taxes to be imposed on all internet sales. Previously, sales taxes had only been assessed for websites that also had brick and mortar stores. The Mayor said this was something the Georgia Municipal Association (GMA) had been working on for a while. The state would collect the tax and pass on a portion of that money to the cities. This would create a level playing field among all internet merchants, Fleisch commented.

Executive Session

King moved to convene in executive session for threatened or pending litigation at 7:16 p.m. Ernst seconded. Motion carried unanimously.

King moved to reconvene in regular session at 7:36 p.m. Ernst seconded. Motion carried unanimously.

There begin no further business to discuss, Ernst moved to adjourn. King seconded. Motion carried unanimously. The meeting adjourned at 7:38 p.m.

Martha Barksdale, Recording Secretary

Vanessa Fleisch, Mayor

**City Council of Peachtree City
Budget Workshop Minutes
June 25, 2018**

The Mayor and Council of Peachtree City met in workshop session on Monday, June 25, 2018, 6:30 p.m., at City Hall. Attending: Mayor Vanessa Fleisch, Council Members Terry Ernst, Mike King, and Phil Prebor. Council Member Kevin Madden was absent.

The purpose of the workshop session was to discuss the proposed Fiscal Year (FY) 2019 budget.

City Manager Jon Rorie began by presenting the City's Mission Statement:

*The Mayor, Council Members and Employees of the City of Peachtree City recognize that our primary responsibility is to provide **high quality services** to our residents.*

We are therefore committed to:

- *Ensuring residents a safe and healthy environment in which to live, work and enjoy leisure time*
- *Providing consistency in the delivery of municipal services in a fiscally responsible manner*
- *Responding in a courteous, timely, and effective manner to the expressed needs, concerns, and expectations of our residents*
- *Promoting a sense of community through family oriented activities and citizen involvement.*

Level of Service Impacts and Demands

Rorie said staff, particularly Financial Services Director Paul Salvatore and his department, had been working on budget development, looking at particular projects and how to best provide high quality services to residents. Each Council Member received a 200-plus page budget book with detailed information, and the goal for this workshop was to provide a broad, macro look at specific issues the City faced. Rorie noted that the budget was designed to provide services at a high level as demanded. That was difficult to pin down on a day-to-day basis, because it depended on individual perspective as to what was high quality.

Rorie continued that the budget was a spending plan, not a savings plan. Every community made decisions based on the service levels they were trying to achieve, and this became a spending plan that led to public policy decisions.

Rorie presented a spreadsheet showing a comparison of millage rates among several of Georgia's Class B cities. He said every community made its own decisions and did things differently, so it was difficult to compare. Peachtree City covered 24.54 square miles and had a population of about 35,000.

Rorie showed how size and services provided could factor into the millage rate. Duluth, for instance, did not provide fire services; Gwinnett County did. However, Duluth's millage rate was higher than Peachtree City's, even though it did not provide fire services.

Duluth's budget for Public Works was about \$1.6 million, while Peachtree City's was around \$8 million, including \$1.8 million for road resurfacing. The City also had to maintain 100 miles of paths. Choices the City made led to the higher expenditures, Rorie reiterated. The choice to maintain a contract for road resurfacing, plus the cart paths, accounted for two mills, or about \$4 million.

Another example of different choices was the City of Dalton. With a population of 33,000 and an area of 20 square miles, Dalton had 690 full-time employees; Peachtree City, similar in size, had 259.

Rorie repeated that every community made decisions based on how they wanted to operate, but those decisions had consequences represented in the budget. He cautioned that the numbers on his spreadsheet might not be entirely accurate, but they provided snapshots for comparison purposes.

Rorie presented a comparison of taxes for a \$200,000 property in the Town of Tyrone vs. one with the same value in Peachtree City. Tyrone relied on the County to provide Fire and Emergency Medical Services and had no bond millage component for the services. Once again, Rorie said, it came down to the choices made by each community in how to provide services. The total millage rate (including County and Board of Education taxes, plus Fire and EMS) for the Tyrone property was 31.984, while the total millage (including County and Board of Education taxes) for the Peachtree City property was 32.074. Tyrone's millage rate was just a few fractions of a mill less than the City's. Rorie said people often commented on high taxes in Peachtree City, but for that money, residents got 100 miles of cart paths, Police and Fire protection, and EMS.

The millage rate for the County was 6.488, but that did not count the separate millage rates for 911, EMS, and Fire. Every community did things differently, Rorie said again, making comparisons difficult. While the County's millage rate for Maintenance and Operations might be lower than Peachtree City's millage rate, the County tacked on additional mills to pay for those other services.

Rorie said the Special Purpose Local Option Sales Tax (SPLOST) would not be discussed at this workshop, and, for the first time in six years, the workshop would not cover road resurfacing. Salvatore would lead much of the discussion, with City staff making presentations. Enterprise funds, such as the Amphitheater and Stormwater, would also be covered.

Salvatore showed the City's budget policy:

The City's primary objective is to provide a standard of budgetary performance that both staff and Council have endorsed and to provide budgetary decision making with greater continuity, reinforcing the City's core financial values and preserving them for successive staff and council.

- *Baseline and Service Level Funding*

The City's top program priority is to maintain existing service levels in all divisions and departments. A baseline should be set and serve as an agreed upon point of departure for subsequent budget discussions ie: a new facility or service. Any additional services above the baseline shall be fully funded at the time of the adoption of the annual budget and ongoing funding sources shall be clearly identified. Such ongoing funding sources must be either new or increased revenues or clearly identified expense reductions.

Salvatore continued he liked to show the policy because it talked about baseline funding and the consequences of departing from it. Right now, the City was in a mini-growth mode, which had not been seen in several years. Growth on the west side would be part of the budget discussions, both on the revenue and expenditure side.

Enterprise Funds

Salvatore explained that Enterprise Funds related to business-type activities, self-contained entities that brought in revenues to support their expenses. In Peachtree City, the two self-supporting enterprises were the Frederick W. Brown Jr. Amphitheater and the Stormwater Utility.

Stormwater Program

Stormwater Manager Mike Madison said the City had 76.1 miles of stormwater pipe at the end of 2017, up from 69.5 in 2013. Fleisch asked if the West Village accounted for the increase, and Madison replied they were in the West Village, The Gates, and other developments. There were 6,032 drainage structures, compared to 5,789 five years ago, along with 80 stormwater detention ponds, up from 68 in 2013. There were 32.1 miles of roadside ditches, and an unknown number cart path drainage ditches, along with other stormwater conveyance ditches. He noted that it was interesting to see how the system had grown over four or five years.

Madison listed the Stormwater Utility's responsibilities:

- Maintain, repair, replace, and rehabilitate the City's storm drainage system
- Administer and ensure compliance with the City's National Pollutant Discharge Elimination System (NPDES) Phase II Stormwater permits
- Provide construction oversight and management on all outsourced (bid) stormwater construction projects
- Respond to drainage complaints and concerns
- Street sweeping
- All other duties as assigned

He also detailed the work accomplished by the Stormwater Department in 2017:

- Cleaned 262 drainage structures
- Re-excavated/cleaned 6,875 linear feet of ditch
- Cleared sediment and debris from 2,715 linear feet of pipe
- Rehabilitated (lined) 9,880 linear feet of pipe. In 2018, this should be between 11,000 to 12,000 linear feet
- Replaced 1,528 linear feet of pipe as part of 17 replacement projects completed by the Stormwater crew
- Performed maintenance activities (mowing, clearing, debris removal) on 37 detention ponds, including one complete reconstruction
- Swept 292 miles of roadway, intersections, and parking lots
- Responded to 75 drainage complaints. This number continued to decline, Madison said. In 2016, there were 134, and in the early 2000s, there were an average of 400 to 500 calls a year.
- Maintained compliance with the City's NPDES Stormwater Permit

Madison went over the status of the Stormwater Bond projects, saying the Preston Chase subdivision project, Harbor Loop drainage, Woodsdale pipe lining, Rockspray Pond Dam, BCS Pond stilling basin, and the Kedron Pond West and East Dams were completed. The Wynnmeade subdivision project was ongoing, with an estimated completion date of December 2018, while the Golfview Drive drainage project should be completed in September of this year. Miscellaneous pipe lining was an ongoing project and should be finished in June 2019.

Goals for the coming year included:

- Continue maintaining pipes structures, detention ponds, ditches, etc.
- Continue street sweeping
- Continue replacing failed pipes utilizing the Stormwater crew (10-12 replacement projects annuals). Replacement list currently contains 24 projects

- Continue to replace failed pipes utilizing the bidding process (one to two projects annually); Capital Improvement Plan (CIP) list contains 19 projects
- Continue to in-place rehabilitate (line) degraded systems when possible
- Continue to address resident concerns
- Continue completing Stormwater Bond projects
- Continue to remain in compliance with the City's NPDES Stormwater Permit

Madison showed Council a list of the projects the Stormwater crew could handle in-house. He said that, when a complaint came in, he investigated and prioritized the issues. Rorie asked if these projects were loaded into the Geographic Information System (GIS) database, and Madison said he tracked them through a list and added the projects to the GIS database when they were completed. Madison said he had calculated the cost of what it would have been to outsource these 24 projects, and it came to \$779,000.

Madison then presented a list of 39 Capital Improvement Program (CIP) projects, which were more complex, expensive projects that could not be done in-house. These went through the same scoring process to decide priority, with complaints that resulted in property damage and safety concerns taking precedence. Madison reported the total cost of completing these projects would be \$46,795,000. Rorie noted the City's roadway assets were roughly valued at \$200 million, and here was \$46 million required for maintenance.

Prebor asked how other municipalities handled these costs. He pointed out that Stockbridge was at \$1.2 million, and Peachtree City was at \$2.3 million, with no other cities coming close. Rorie reiterated that it was a matter of choices. Some cities had more pervious vs. impervious surfaces, while others were cities with fewer green spaces and detention ponds. It was difficult to compare one city's program to another because of these differences. Madison noted that some cities included stormwater in the General Fund.

Rorie said the revenues for the Stormwater Fund would be \$2.4 million for the coming fiscal year, while expenses were calculated to be \$2.3 million, leaving a \$100,000 difference in revenues and expenses. That money would go into Renewal and Extension (R&E) to address the \$46 million in CIP projects.

Fleisch asked if the project lists had grown. Madison said he went through both lists at least once a month, and they were constantly changing as needs changed. Many projects on the CIP list were one-time only occurrences, he noted, and would move off the list.

Amphitheater Fund

Salvatore outlined changes in the Amphitheater's budget, which had an increase of \$107,014. Instead of one six-concert summer series, there would be two four-concert series, with five stand-alone shows. The May Play event was successful this year, he reported, so they were looking at bringing in a sponsor next year.

The total budget for the Amphitheater was proposed at \$1,388,549. Salvatore noted that the proposed FY2019 budget showed no capital outlay, while \$102,000 was spent this year. There were still some projects that needed to be done, and there should be about \$29,000 left over, which might not be spent until the season ended. The amount of revenue taken in for this concert season could dictate how much work would be done as well, Salvatore noted.

Convention and Visitors Bureau

Rorie explained that the entire team from the Convention and Visitors Bureau (CVB) would become City employees in 2019, with the same benefits and oversight as other employees. The

CVB would maintain its Board of Directors. The mission would be marketing the City – not just for tourism, but also as a destination to live, work, and play. It would have the responsibility to enhance citywide communications and citizen engagement through coordinated website management, social media outlets, and general public information. The public information would be about City programs.

They were recruiting a new CVB director, Rorie said, with a start date around August 1. A new position, Public Communications Specialist for the CVB, was proposed as well. This person would be supervised by the CVB director, and the director would answer to the City Manager and attend the weekly staff meetings. Rorie said funding for the director's position would be 80% hotel/motel tax and 20% from the General Fund. The communications specialist's salary would be 80% from the General Fund and 20% from the hotel/motel tax revenues. Salvatore reiterated that the plan was for this department to have a synergy and market the City as a whole, not just for tourism.

Fleisch asked if the communications specialist would attend the department heads meeting, and Rorie said no.

General Fund

Salvatore presented an overview of the current finances, saying \$1.5 million, mostly unspent paving money, had been carried over from FY 2017, which pushed the beginning cash reserve fund balance to 42% for FY 2018. However, that money was spent, bringing the fund balance down to a projected 38% for this year. Next year's budget showed the addition of \$176,000 to fund balance to offset that shortfall and keep a 38% cash reserve fund balance.

In comparing this year to next year, Salvatore said they were looking at revenue growth of about \$1.23 million, and expenditure growth of \$870,000, or 3.4% and 2.4% respectively. Most of the revenue would cover the increase in expenses as well as the increase in fund balance and the shortfall for this year.

Salvatore showed a chart of General Fund revenue sources, with ad valorem taxes and Local Option Sales Tax (LOST) being the biggest sources of revenue, accounting for about 58% of the total. In coming up with the \$1.23 million revenue increase for FY 2019, Salvatore used an anticipated 4.5% increase in the tax digest, saying the Fayette County Tax Assessor confirmed this number would be accurate for budgeting purposes. He said this was conservative, compared to last year's 12% growth.

Fleisch asked about the Title Ad Valorem Tax (TAVT), and Salvatore said he blended it with the ad valorem tax. Salvatore noted that motor vehicle ad valorem was going down, but TAVT was going up. Ernst asked if it was still unstable and whether new legislation stabilize it. Salvatore said they were going with a lower number, and would not bump it up until he saw results.

Salvatore stated that LOST was based on a 10-year formula with the County, and next year he was projecting about a 2.8% increase (\$200,000). He said there was a little growth in franchise taxes. Other taxes the City collected included insurance premium tax, occupational tax, alcoholic beverage tax, and others. Licenses and permits should be up a little, too.

Salvatore noted that when the CVB employees were brought in-house, there would be additional costs, but they would be offset by what the CVB paid in. He also pointed out the negative \$218,000 under Interfund Transfers, which he said was the Georgia product development part of the Hotel/Motel Tax that had been pulled out of the General Fund and put into its own fund where spending could better be tracked.

Salvatore presented a bar graph that showed revenues exceeded expenditures, which he attributed to the unspent paving money. Salvatore pointed out that revenues and expenses lined up. Prebor said he would like to see a graph of them all combined, and Rorie replied he wanted to create a flyer-type report on the budget in brief.

A graph showing the cash reserves was next in Salvatore's presentation. It showed that the proposed budget would have 38% in cash reserves, which Salvatore pointed out was almost an equal amount dollar-wise, \$13.85 million, to the 42% in 2017 because it was a percentage of the budget. This was well above the 25% minimum target requirement. Rorie said he would like to target a little higher than 38%.

Prebor said he understood that Newnan maintained 100% in cash reserves, and Rorie said many cities did that, while others (especially coastal communities subject to hurricanes and flooding) hovered around 50%. Rorie noted that a 20-25% cash reserve was relatively low, not that 38% was high. Salvatore said the cash reserve was important to bond rating agencies.

A graph of expenditures by department showed that Police, Fire/EMS, and Public Works accounted for \$21 million in the budget. The two main sources of revenue, ad valorem taxes and the LOST, pretty much covered these "Big Three."

Salvatore then presented a bar graph showing expenses by account category. Most personnel costs were in Police and Fire. The majority of contractual services were in Public Works, which was the \$1.8 million in paving. He said this was just another way of looking at the budget. He also showed spending by account categories on a pie chart, with personnel making up 56% of the total expenditures. Ad valorem and LOST would cover most of these expenses.

Salvatore explained that expenses for contractual services were going down this year because some services were moving in-house. Rorie said they constantly evaluated whether it was best to in-source or outsource various positions. Personnel costs could go down if the City contracted more, but sometimes that was not the best approach. He said they had to consider if it was best to create a position, contract out the work, or absorb it into existing personnel. The GIS position that would be discussed later was an example, Rorie noted, saying GIS was an underutilized system that could be better used by Public Safety and Public Works.

Ernst remarked that he did not like a graph showing expenditure types by departments. Police and Fire were almost totally personnel, which could look like they were paying extravagant salaries, which was not the case. Salvatore agreed that the head count of employees in those departments made it look that way.

Outsourced vs. In-House Services

Salvatore reported there was a recommendation to continue outsourcing Building Services and the City Attorney, but Council should evaluate outsourcing options for Information Technology (IT), Municipal Court, right-of-way maintenance, and solid waste.

IT Services

Salvatore said the City already used a partially outsourced, or hybrid, model for IT services. He oversaw IT in addition to his duties as Financial Services Director and had recently earned Certified Government Chief Information Officer (CIO) status. The City currently employed two full-time Technology Specialists who handled the day-to-day, face-to-face interactions with employees. He recommended keeping those positions in-house.

Salvatore presented a list of duties handled by the 24/7 outsourced maintenance and support team. Those duties included handling systems administration, server systems, storage systems, network systems, and cybersecurity. A financial analysis showed that it was worth it to keep those positions outsourced. He said there was occasionally a need for a third specialist, but not enough to make it a full-time position. The outsourced company could provide someone in that case. Several system engineers were also available 24/7 as needed.

Salvatore presented a list of what the in-house IT employees did, along with a list of all the outsourced engineering duties, which were more specialized and more expensive. He said security specialists were in especially high demand right now, and it would be expensive for the City to hire one. Human Resources Director Ellece Brown had researched what it would cost to hire specialists in the IT field. Outside assistance would be needed, even with someone in-house. Hiring a full complement of in-house IT would cost the City almost \$1 million annually, Salvatore reported, while maintaining the hybrid approach currently being used would cost about \$621,000. Ernst asked if that \$621,000 accurately reflected expenses, and Salvatore said it did.

Rorie noted that the proposal for the GIS person was missing. Salvatore said a GIS person was not listed under either the in-house or outsourced category.

Salvatore recommended keeping the in-house, hybrid model for IT services, adding the City needed to maintain cybersecurity defense technology upgrades, along with enhancing the GIS system.

Prebor asked if the hybrid model could be used for City Attorney or Building Services. Rorie said it had already been decided not to use the hybrid model this budget year, but it could be re-visited in the future.

Citywide GIS Specialist

Salvatore said there was a growing need for this position. Police and Fire had asked about it, and Rorie said someone with specialized knowledge would be needed to build the camera database that was planned. Salvatore said this database would rely on the sharing of information from people in the community who had security cameras. He said it would rely on people participating, and if a crime was committed, Police could look at footage from all cameras in the area. Rorie pointed out that there was no canned program for this – it would have to be created.

The budget included \$25,000 for a consultant to determine the City's GIS needs. This consultant would meet with the Police, Fire, Public Works, and Stormwater Departments to collectively define the project and recommend if a full-time in-house person was needed. Another \$70,300 was included in the budget to either fund a new position or spend on outsourced services.

Municipal Court

Assistant Financial Services Director Kelly Bush said Municipal Court processed more than 10,000 law enforcement and code enforcement citations a year. They used a hybrid system, with an appointed judge who worked under contract. Professional Probation Services provided probation management, pre-trial intervention, and interpreters when needed, although Bush said they usually employed the AT&T Language Line, which was efficient and less expensive than bringing in an interpreter. In house, the City had a full-time solicitor, three full-time court employees, and one part-time position.

Bush discussed the Court's FY 2017 actual and FY 2018 projected revenues and expenses. The actual revenue for FY 2017 was approximately \$1.7 million, while the FY 2018 projected revenue was approximately \$1.3 million. The FY 2017 actual expenses were around \$425,000, and the FY

2018 projected expenses were approximately \$460,000. The actual net for FY 2017 was approximately \$748,000, and the projected net for FY 2018 was approximately \$890,000.

Bush noted that the pre-trial intervention program was picking up, and the City kept all of the fees that went to this program. Fines and expenses were steady, except for indigent care, which provided attorneys to those who could not afford them and was a growing expense.

Rorie said the term "net" did not mean the Municipal Court was a "cash cow" – other support services, such as IT, were involved in the operations of the Court.

Bush showed pros and cons for outsourcing Court operations, and noted that for every pro, there was a con. Outsourcing reduced liability, but also reduced flexibility. While the City might gain economies of scope and scale through outsourcing, it lost control over specific services. Outsourcing could provide freedom of constraints from in-house cultures and practices, but losing those might not be a plus. Other pros on her list included gaining fresh ideas, obtaining expertise and high-level capacity quickly, and the opportunity to access best in class skills. A negative aspect was the possible loss of accountability in service delivery.

Bush mentioned that while outsourcing could allow them to learn from the best private sector management and practices, they felt they were already accessing that knowledge by working with a consulting firm when they encountered unique situations. Reliance on third-party contractors could also produce a lack of expertise within the organizational structure, Bush mentioned, which could make it difficult to return to in-sourcing at some point if the City lost the relevant skills and knowledge. She referred back to the right-of-way mowing conversation for evidence that this was a real danger.

Bush said the recommendation was to continue the hybrid system currently in place, but to look at working with other municipalities to consider economies of scale through consolidation. The municipal judge, solicitor, and dates and times of court were items to be considered. Rorie said this would mean there could be a common Municipal Court judge and a common solicitor so the courts would operate under common denominators throughout the County, but separately from State Court. An advantage could be that Court could be held at a location with more parking spaces than City Hall. Rorie said these talks with other cities would continue.

Right-of-Way Maintenance

Public Works Director Scott Hicks showed maps depicting all the City rights-of-way that were mowed – a total of 398 acres. Sixty-eight acres were on SR 54 and SR 74, while 201 were along 15 primary roads, and 81 were along secondary roads. Ancillary streets accounted for 48 acres of right-of-way.

Hicks said outsourcing the grass cutting for eight months cost the City \$32,375 per month, and often required City to step in to subsidize efforts in the summer. Utilizing City employees for 12 months would cost a total of \$364,000, which worked out to \$30,333 per month. This also meant City employees could be used during the winter for tree trimming, utility maintenance, pressure washing, and other services.

Staff proposed adding five right-of-way technicians at a cost of \$58,908, including benefits, Hicks stated, for a total cost of \$294,540. He said they would remove the cost of the outsourced mowing contract, \$259,000, making the net cost increase \$35,540. If needed, overtime pay of \$29,000 would be divided among the five employees instead of hiring a sixth employee.

Rorie said right-of-way mowing had been an issue for five or six years, and outsourcing had never been successful. They had re-bid the contract at one time, breaking it into smaller segments to get multiple vendors. It kept coming down to one issue – every July and the first part of August, the outsourced vendors fell behind, and the mowing work had to be subsidized by City crews who should be working on other projects.

The City already owned much of the equipment needed to return to in-house right-of-way mowing, Rorie reported; only the people were missing. The grounds crews had been doing a lot of right-of-way trimming in the winter, such as low-hanging limbs. Outsourced contractors were expensive to call for these needs. Utilizing current City employees meant adding to their assigned duties. A crew of five right-of-way technicians under a crew leader could get it done as part of their regular responsibilities.

Rorie addressed the overtime component, saying the \$29,000 was an estimated amount. The City could spend \$1,000 for 29 Saturdays of extra work, which traded the equivalent of one full-time employee to allow the City's lowest paid employees to earn additional money. Overtime would be half the cost of a full-time position, but for that money, the City could get five crewmembers working on a Saturday. Ernst noted that this was a great idea, if the work was distributed fairly. Rorie said it did not have to be the same five people; it could be divided among any employees. This illustrated a way of managing and controlling personnel to get the most value for expenditures.

Fleisch mentioned that the outsourcing decision was made in 2009 before she came on Council in 2010, and it had never worked. City residents demanded a level of service that it did not provide. King said it had lowered service. Fleisch said there was no accountability in the contract. She said she felt people were now seeing the benefit of re-establishing the Public Works Department and Building and Grounds.

King asked if equipment costs would make it worthwhile. Rorie pointed to the difference between the outsourced annual cost of \$259,000 and the in-sourced cost of \$264,000 and said the difference was accounted for with equipment purchases. He said an F-250 truck that was being replaced in the Police Department would be moved over to Public Works.

Fleisch asked if this would incorporate tree issues, and Rorie said they would be able to do some work, but not all.

Residential Solid Waste

City Clerk/Public Information Officer Betsy Tyler said the road impact analysis of garbage trucks had been discussed in detail at a Retreat workshop earlier this year, but she had simplified the message to say that "More heavy trucks = more damage on streets = higher costs to taxpayers." The options were to repave more often or employ more costly methods to repave.

Tyler referred to the portion of the Mission Statement that said the City must provide "consistency in the delivery of municipal services in a fiscally responsible manner." Residential solid waste collection was an outsourced service, and the City had non-exclusive contracts with three providers. The City set their insurance requirements, but the companies set their own base rates, which had to include both garbage and recycling service. Prices currently ranged from \$46 to \$52.50 per quarter, and some providers offered pickup of yard debris and bulky waste for additional fees. The providers managed customer service, and customers had the ability to switch providers if they were dissatisfied with services or prices.

Tyler said she had surveyed 26 cities in Georgia, with populations ranging from 25,000 to 75,000. Over 90% had a single provider, which could be one company they contracted with or a City or County department. Only Peachtree City and the Town of Milton had multiple trucks on their roads. All provided recycling, 60% collected yard debris, and 40% provided bulky waste service.

Tyler continued that street maintenance costs were one factor in considering a single-provider system. Rates were a factor, and Tyler recalled that the City had originally entered into a preferred provider agreement in 1999 because City residents were paying more than residents in surrounding areas were. Another issue involved the mulching center on Rockaway Road, which was free to residents who had the means to transport their yard waste, but the City had to pay someone to grind the materials. Dumping on cart paths was a separate problem in both enforcing the rules and cleaning up what was dumped. Finally, outdoor burning complaints were common in the winter and required time to address.

Tyler went over the pros and cons of having a contract with a single company:

- There would be fewer trucks on the roads, therefore, less damage.
- Customers would probably see savings. Tyler said one company had told them if they were providing service to the whole City, it would be about \$10 cheaper per month for customers. That could also be translated into twice-monthly yard debris pickup, instead of dollar savings.
- There was a perception that a single-provider system eliminated competition and gave customers no choice. Tyler explained that the City would put the contract out for bids, which was a competitive system.
- Another con was the fact that what the City regulated, the City owned. If the City regulated a service, she said, they were perceived as the provider.

A fiscal responsibility/cost effective review showed that a single-payer contract would reduce prices or enhance services for customers while reducing General Fund costs for street repaving, the mulch yard, and cleanup and enforcement along the greenbelt. It should also reduce outdoor burning complaints. The only real area in which the current multiple provider system scored higher than the single-payer system was in the public perception of market competition. It did not provide the perception that the cost was competitive, even though both systems actually provided competitive pricing.

Tyler concluded by saying the current recommendation was to wait. She said they wanted to put out a request for proposal (RFP) for weekly garbage and recycling collection, along with bi-weekly yard debris collection. It would also include mandatory single-family home participation. After proposals were submitted, staff would have data to make a recommendation to Council.

King said he did not believe the problem of yard debris along cart paths would go away, even with a contract that provided residential pickup. Rorie said if homeowners were able to put debris at curbside without bagging it, it should not continue to be a problem. The City paid \$49,000 a year to Keep Peachtree City Beautiful (KPTCB) to keep the paths clean. There was a cost to not requiring providers to offer debris pickup on a regular basis, but Rorie said they would not be able to gauge the impact without the RFP.

Prebor asked how pickup of yard waste usually worked. Rorie said some trucks had arms to pick up sticks and limbs, while other services used separate trucks to come back and pick up debris. King stated that the City could provide a truck to pick up debris. Rorie agreed that this type of hybrid approach was an option, but there would be a personnel and equipment cost. Fleisch said the RFP could include this as an option after major storms.

King said his neighborhood could handle its own cleanup because many residents had trucks. Rorie said he did not have a truck. When he picked up sticks and leaves from his yard, he could bag them and call his provider to come pick them up, but that would be an additional cost. He could rent or borrow a trailer and haul them to the recycle yard or he could burn them in his back yard. Now, he was hauling it, one way or another, to the recycle mulch yard, which was basically a dump at the gateway to Peachtree City. On the budget side, the City was paying more than \$40,000 a year to grind it. So, he summarized, he was spending his time and money, one way or the other, to haul the debris to the mulch yard, then paying more money to grind it. If he paid a company to come to his yard and load it up, and haul it to the transfer station in Fayette County, it might make more financial sense.

Rorie said he did not want to get into the garbage business, but something had to be done. Based on the reports at the Retreat sessions, he said the RFP was the way to move forward. Prebor pointed out that household costs would go down under this system, and Rorie said they would go ahead with the RFP.

Public Safety Options

Fire Chief Joe O'Connor reported that the Quick Response Station 85 was under construction on the south end of the City, and existing personnel would be re-allocated to the station.

The Department had applied for a federal Staffing for Adequate Fire & Emergency Response (SAFER) grant, requesting funding for six firefighter/paramedics. The Chief said this was the beginning of staffing up for the expansion on the west side of the City. Fleisch asked how competitive the SAFER grants were, and O'Connor replied that they were very competitive. He did not recall the exact figures, but said he believed only 25% of the departments that applied received grants.

O'Connor told the Mayor that if the grant application was not successful, Plan B was to take several years to offset some of the challenges with part-time staffing as well as other issues. In FY 2019, they were asking to fund three full-time positions, with three more in FY 2020, followed by six in FY 2021, to bring staffing up to four additional firefighters per shift. If SAFER came through, he said, the process would be accelerated.

SAFER paid 75% of the salaries for the first two years, O'Connor explained, and paid 35% in the third year, with all expenses going to the City in the fourth year. He told Fleisch the submission period had closed, but they had no idea when the grants would be announced.

O'Connor explained how staffing would be structured, saying Station 85 would be staffed by pulling one person from Station 84 and another from Station 81. The additional full-time employee would be added back to Station 84. In addition, a part-time firefighter would be assigned to an inspector role, which they had been experimenting with successfully. O'Connor noted that this provided for one set of eyes with consistent follow-up. He said this position was included in this year's budget.

Police Chief Janet Moon said the Police Department was not asking for additional positions, but was asking for re-classification of some positions to ensure that backup supervisors were available. Moon requested that a detective position be adjusted to sergeant and that four officers be promoted to team corporals. She noted that the request for GIS services had already been covered. Moon showed an organizational chart depicting where the new positions would fall.

Rorie clarified that these position changes were simply to ensure there was someone to step up in a supervisory role if needed.

New/Changed Positions

Salvatore presented a slide that listed all of the new positions included in the FY 2019 budget:

- One citywide Public Communication Specialist/CVB
- One citywide GIS Specialist
- One Detective to Sergeant
- Four Patrol Officers to Team Corporals
- Three full-time Firefighter Paramedics
- One part-time Fire Inspector
- Adjust Fire Department holiday pay to actual
- Five Right-of-Way Technicians in the Grounds Department

Prebor asked O'Connor to explain what was meant by, "adjust Fire Department holiday pay to actual." The Chief told him employees had the option of being paid almost 11 hours of pay or granted 11 hours of leave if they worked on a holiday. With generational changes, most preferred to get the money. Rather than having people off on a holiday and having to find people to cover from them, the department had to pay an additional amount. A placeholder of 1% had been used in previous years to offset those dollars being paid out as holiday pay in lieu of time. This would be expanded to 1.5% in the FY 2019 budget to better reflect the actual dollar amount and not go over on the department's the salary line. If all firefighters took pay rather than time, they would go over the salary line.

Rorie said he would rather pay employees than give them time off and have to pay someone to replace them. Ernst asked if this was the same thing done in the Police Department, and Rorie said it was.

Everyone in the Recreation Department was required to work on the Fourth of July, Rorie noted. He said, in the past, it was mandated that they take another day off in lieu of extra pay. Rorie said that was not fair because every other City employee got the day off with pay. He felt the proposal O'Connor outlined would be the right thing to do in the Fire Department.

CPI/COLA

Brown showed the Consumer Price Index and Cost of Living Adjustments (CPI/COLA) for \$100 in salary over several years. She said the City gave no COLA raises in 2015 through 2017, so the buying power of \$100 in 2014 had dipped to \$96.20 by that time. In 2018, Council granted a 2.5% COLA, which started in January, not October, meaning it was paid for a partial year.

The FY 2019 budget included 1.5% for merit increases, which totaled about \$223,000. These increases would be at management's discretion, and not everyone would receive one, Brown noted. The proposed budget also included a 2.5% COLA, which equaled approximately \$278,000. She said the COLA would begin in January with Council approval if budgeting targets were met when reviewed in December.

Rorie said COLA could not be approved until Council analyzed budgeting targets for FY 2018. In October, the books would be closed on FY 2018, and Council needed to know if the budget hit its targets and would vote on the COLA in December.

Salvatore went over where the more than \$870,000 increase in expenses was coming from, along with some expenses that were being eliminated in FY 2019. This included the new positions and position changes, along with removal of the outsourcing contract, COLA, cash reserve increases, and citywide net cost reductions.

Salvatore presented a summary of key points in the General Fund Operating Budget:

- Estimated revenues of \$37,056,830, or 3.4% increase (\$1.23 million)
- Appropriations of \$36,879,943, or 2.4% increase (\$871,000)
- Decrease in total millage rate of .1 mills (bond)
- Cash reserve increase of \$176,887, or 0% (still 38%)
- Street and path resurfacing – no change (\$1.8 million for 3-4 miles)
- Personnel changes
- \$146,047 funding for Fayette County Development Authority (FCDA) and \$25,000 for non-profit organizations (no change)
- \$2,250 decrease in airport funding (down to \$81,600 per intergovernmental agreement)

The Five-Year Financial Model Salvatore displayed showed expenses and revenues over several years. He focused on the use of cash reserves each year, noting the projected use of \$183,000 for FY 2018, along with the \$176,000 to be returned in FY 2019 to maintain the 38%. Reserves would go up a little in FY 2020, but the percent would drop a little. In FY 2021, more than \$1 million in operating expenses for the new fire station would be added to the budget, taking the fund balance to 35%, and that number would stay almost flat for a couple of years. Salvatore said he used conservative figures for the model, but hoped the actual numbers would be better.

Salvatore said the current bond millage rate would go down 0.1 mills in FY 2019 and drop another 0.17 mills in FY 2020. This would leave the City with just the Maintenance and Operations (M&O) millage rate of 6.232. A goal was to maintain millage rate stabilization, so they were showing no increase in the millage rate, and if the digest came in strong, it could be reduced. Better digest information would be available before the millage rate hearings, so the plan for now was to reduce the bond millage rate and wait to see what the digest was. Then, they would look at options to see what could be done while still maintaining this proposed budget.

Rorie asked what would happen if the City finished its current budget year with less than what was projected. Rorie and Salvatore noted that would impact spending in every category for each year. Rorie said that was why they came to Council in December to report if the City had hit or missed its targets.

Salvatore pointed out that in the final year of the model, 2023; he had programmed in an M&O reduction of 0.45 mills, but added 0.45 mills to the bond. He said at that time the City might be looking at major redevelopment projects. A bond of 0.45 mills would allow for a redevelopment bond of about \$15 million. Rorie said the millage rate would stay the same, but the City could borrow \$15 million for a major project.

Fleisch said the last GO bond was in 1993, and Salvatore said it built City Hall, the Kedron Aquatics Center, and The Gathering Place.

Capital Improvement Plan

Salvatore noted that they were trying to avoid any facilities bonds and complete capital improvements on a cash/pay-as-you-go basis. He went over the highlights of the plan:

- \$445,000 cash for citywide facilities and infrastructure improvements
- \$316,333 for Public Works and Grounds equipment purchases
- \$675,325 for Police Department vehicles and equipment, including 10 patrol vehicles at \$56,000
- \$447,800 for Fire Department/EMS vehicle and equipment, including a medic unit replacement at \$275,000
- \$530,092 for technology, including \$219,000 for citywide personal computer replacement (146)

The CIP for 2019 totaled \$2,414,550 in both cash and financed items. Ernst asked if the 10 patrol vehicles included the F-250, and Moon said the truck was in addition to these vehicles.

Salvatore showed expenses for Public Safety equipment, which would be funded under the five-year debt service lease. It looked like they were adding new debt service to the lease, but items purchased five years ago were being paid off, he noted.

Salvatore said IT expenses were big because of the need to get everyone on Windows 10, which would decrease maintenance costs. The servers needed to be moved to Windows 16. He said the City did not normally finance these, but these PCs had new solid-state circuitry and should last at least five years, so it might be wise to replace them all at once and pay for them over five years. The cost would then be \$48,000 a year over five years, rather than \$219,000 all at once.

Other improvements were needed for security or technology end-of-life replacements. Of the \$2.4 million in CIP, about \$436,000 was in debt service, with \$445,000 in cash.

Salvatore said in 2020, there would be a big cash payment for the All Children's Playground, which would be revamped, replaced, or relocated. Rorie said he wanted to use this topic to launch another discussion about cash reserves. He said the All Children's Playground was built around 2000. The City had a \$75,000 quote to put a shade structure over the playground, but questioned whether it was worthwhile to spend \$75,000 for a shade structure over equipment that was 15 – 18 years old. It might be better to relocate the entire playground to a shaded area. The question was whether it was better to finance this or do it as a capital cash item in 2020.

Rorie said he also wanted to launch a conversation about the CIP program as it related to recreational facilities and how those facilities were aged and dated. The City should look at consolidating some of those, then making improvements.

Rorie showed a map from the 2007 Master Plan that was supposed to cover through 2011. The map showed all existing recreational facilities and listed what those facilities included:

- 416 acres
- 15 baseball fields
- 10 soccer fields/2 lacrosse fields
- 12 tennis courts
- 22 playground/tot lots
- 8 concession stands/restrooms

Those numbers were now incorrect, Rorie pointed out. A restroom had been added at Meade, and there was a SPLOST project for a restroom at Line Creek. Recreation and Special Events Director Quinn Bledsoe said a playground had been added at the Peachtree City Athletic Complex (PAC). The number of tennis courts was also no longer valid.

The goal of this Master Plan had been to provide residents and local businesses with meaningful, high quality recreational opportunities, Rorie read from the plan. He said it evaluated public and private facilities and identified deficiencies based on National Recreation and Park Association (NRPA) standards, which looked at population and stated how many facilities of different types were needed. Those standards no longer existed, because every community made different decisions based on their specific needs. As an example, the Master Plan said the City was deficient in four badminton courts. He said the City had about 1,600 pools in the 30269 ZIP code, which explained why the public pools were underutilized. Pickleball was not mentioned in the Plan at all.

The Plan set the first priority for recreational facilities as the residents of Peachtree City, with second priority to residents of Fayette County. The third priority was to employees of businesses in the City

who were participating in corporate events, with the final priority being residents from outside Fayette County. The plan said non-county participation should be regulated not to exceed 30% of youth sports participants. Rorie mentioned that there was a three-tier fee structure to ensure that all participants paid in accordance with the level of tax participation.

Another objective stated in the Master Plan was to assess the adequacy of existing maintenance resources to effectively maintain existing and future sites and facilities. The Plan also said that support for programs would remain substantially the same, with additional funding brought in from higher user fees, grants, and sponsorships. Rorie said the recession that began in 2008 hindered those plans.

The Master Plan also projected the City would be built out by 2008, with a population of 37,500. Ten years later, this still was in the future. Other needs listed included a Teen Center, new fields for soccer, football, lacrosse, baseball, as well as spray parks (converted from existing pools).

The Plan anticipated Peachtree City Recreation receiving \$150,000 a year, plus adjusted growth in the tax digest, from Fayette County. Rorie reported that amount had dropped to \$116,000 at some point and had only recently been restored. However, jail fees went up, so dollar for dollar, the City did not gain anything.

"User fees will increase in the future to provide additional supplement funds to provide maintenance of recreation sites," Rorie read from the Plan. He said this was why he did not like the term Master Plan. They usually were not valid in the real, changing, world. There was a difference between the real world and Disney World, he stated.

Rorie showed several photos of the cracked asphalt basketball courts at Braelinn demonstrated the state of some recreation facilities in 2011, after years of use. The court now was concrete, which was better suited to the wear and tear. Prebor asked if Rorie had many photos of various facilities and said he would like to see before and after photos. Rorie told him he did not have time to get the "after" shots for this presentation, but that was a good idea.

Rorie summarized by saying "a little well done is better than a lot 'just done.'" Maintenance was more important than continually expanding. He argued that taking \$10 and spreading it equally among 10 facilities would not be as efficient as taking the same \$10 and using it to improve two facilities. He said the City could continue to spread itself thin, or it could explore ways to best invest in the community by consolidating facilities, which would provide value-added services for the most people, while maintaining fiscal responsibility.

A closer look at the PAC, Meade Field, the Braelinn Recreation Complex, Glenloch Recreational Facility, and the Riley Field Complex was next. Rorie said he did not know how they were all funded when built. The Meade facility, built in the 1970s, suffered from poor design, with gravel driveways and parking.

Rorie pointed out that he had received emails regarding lack of access to facilities according to the Americans with Disabilities Act (ADA) and said the Master Plan called for upgrades to become ADA compliant. The ADA became law in 1991, and the City still needed to bring some facilities into compliance.

He said the Braelinn basketball courts were probably built by the developer and had not held up over the years. A Facilities Bond funded renovations at Glenloch, which included new interior paint, new flooring, restroom upgrades, new roof, and new exterior in 2013. Now the facility needed painting, the funds would come from the \$350,000 General Fund maintenance budget.

Rorie said he wanted to discuss the PAC and Riley Field separately. The PAC was 88 acres, and included an adjacent undeveloped area of about 34 acres. There were six multi-purpose fields and 10 baseball diamonds, including the Challenger facility. Rorie said the PAC was a premier facility used for sports tourism, with the MOBA soccer facility across the street, tunnel access, and a project to connect it. He said he would like to see all the acreage developed for use, an idea from the 2007 Master Plan.

The PAC was used for baseball, AFC Lightning Soccer, and Lazers Soccer. Rorie showed the percentages of participation by non-county residents for baseball at 16%; AFC Lightning, 36%, non-county and 29%, Fayette County; and Lazers Soccer, 19% non-county. These were the three youth sports associations using the facility.

Rorie said 429 players were involved in baseball in 2017, 503 in AFC Soccer, and 2,909 in Lazers Soccer. Lazers had two seasons, and some matches spilled over to Glenloch. Prebor noted that 65% of the participants in the Lighting program did not live in the City. Rorie said they did pay additional fees through the three-tiered program.

Concepts for fully utilizing all land at the PAC included expanding parking, adding practice fields, or adding two multi-purpose fields with another bathroom and concession buildings in the middle. Rorie said he had no idea what this would cost, but felt it was important to talk about why this might be a good move. Firstly, the PAC was a sports tourism facility. In addition, maintenance was easier if the fields and recreation buildings were concentrated in one area and not spread over several venues around the City.

At Braelinn, Rorie related, there were 18 acres bordering Oak Grove Elementary. The site included an old baseball field and current baseball diamonds. Parking was sub-standard. Rorie presented a proposal showing how the facility could be used by keeping two fields and adding a rectangular field where the former diamond was, plus another rectangular field on school property. Parking could be upgraded, but lights were still needed. However, there could be complaints from neighbors about the lights. He said additional parking could be used by the school during the day. It would be a shared resource between the City and the school.

With the addition of two fields at the PAC and two at Braelinn, Riley Field could be re-allocated for other uses. The cost to replace the track at Riley would be about \$200,000, Bledsoe said. Rorie recalled there was no track program in 2017, and just 32 participants in 2018, with most of those being from outside the City. Fleisch said she often received emails from members of the PTC Running Club asking that the track be resurfaced. Rorie pointed out there were 100 miles of paths to run on.

The football program at Riley almost died several years ago, Rorie pointed out, but had been revived somewhat, with 161 participants in 2017. This meant the Riley facility was operating to serve 161 and 32 participants. Maybe those programs could be moved to the PAC or Braelinn, and Riley re-allocated for other uses. Consolidation might be the answer instead of continuing to try to provide so many services on an unsustainable model.

Fleisch asked about the size of the Riley Field Complex, and Rorie told her it was about 18 to 20 acres. He said the gravel and asphalt parts of the complex needed to be renovated.

Rorie showed a diagram of the Meade Fields and explained where he wanted to cut a path to feed into asphalt parking for girls' softball. He said if two more lighted fields were added at the PAC, lacrosse could be moved there. If two fields were added at Braelinn, adult softball could be played there.

However, Rorie noted his real target was the mulch yard across the street from Meade.

Rorie jumped back to discuss softball at Meade. About 24% of the adult softball players were Fayette County residents, and another 35% were non-county residents. He said that might not be unusual for a border community, and Fleisch remarked that many of those were from corporate softball teams with employees from other communities. Prebor said looking at team sponsorships might be the way to go. Rorie said that keeping the softball at Meade was his plan.

The lighting was on wooden poles at Meade, with metal halide lights, which were high-maintenance and frequently burned out. This led to a look at maintenance expenses. Rorie said the City lacked sufficient detail to do an effective cost-benefit analysis, but could look at some facts, such as costs for power. Fleisch said much had been done to lessen costs over the past few years. Rorie said Bledsoe did some accounting and came up with \$387,000 as the total costs for maintenance at the PAC and at Meade.

Georgia Power was asked to estimate the cost of switching the lighting at the PAC over to the more efficient LED. The light fixtures at Meade could not be replaced because of the wooden poles, according to Georgia Power. The wiring for the lights must run through the center of the poles, which was not possible with wooden poles.

There were 244 1,500-watt fixtures on 21 concrete poles at the PAC soccer fields. If that could be reduced by 30% to 152 LED fixtures, it would result in an estimated energy savings of about \$9,700 per year, with a maintenance savings of around \$5,000 per year. This would be a total savings of approximately \$367,000 over 25 years. However, the total cost of the project would be about \$647,000, which meant the City would have to wait 44 years to break even. If the number of halide lights was reduced by 50% to 122, the maintenance savings would stay at \$5,000, but the energy savings would jump to around \$11,000. The estimated cost would be around \$488,000, with the payback time around 29 years.

Replacing the lights at the baseball fields would be about a \$700,000 project, with a payback of 25 years. Rorie said it came down to an investment of \$900,000 to \$1 million that would not provide a payback for 25-plus years. He asked if it was more fiscally responsible to change the lighting or just keep the metal halide and do the maintenance. At Meade, he said the City had a poorly designed facility in need of upgrades, asking if it was worth it to spend \$200,000 or so on new light poles and lighting and install ADA compliance, asphalt, and more.

The budget policy said a baseline should be set and new revenue sources targeted or expense cuts identified. Rorie said he wanted to add two more fields at both the PAC and Braelinn. He said the trees needed to be cut and the land developed at the PAC. Maintenance and lighting costs would be the issue. Perhaps two of the fields would not need lights. Mowing was already being done there, so it would be little effort to maintain two more fields. Perhaps turf could be added with the GO bond Salvatore mentioned earlier, or turf costs might outweigh grass maintenance costs. Rorie said decisions did not have to be made all at once.

Rorie continued that the City had an offer to buy the revenue stream from the cell tower at Meade, currently \$59,000 a year with an \$11,000 annual land lease, for \$1.1 million. The revenue from the tower amounted to about \$700,000 over 10 years, so Rorie said the City would need to analyze what was the better deal. Micro-cell sites were important to rolling out the 5G; towers would still be used but not as much. He asked how much the revenue would be worth in 10 years.

The Tourism and Product Development Funds (TPD), which came from the 8% Hotel/Motel Tax collected by the City, was an option for financing these projects. However, Rorie explained that

3.5% went to the General Fund, 3.5% to the CVB, and the remainder to TPD. The TPD portion equaled \$200,000 to be divided between the Amphitheater, the PAC, Meade Field, the BMX Track, and the Tennis Center. That money did not go far, Rorie stated. In-kind donations were another option.

Rorie asked Salvatore what the next step in the budgeting process should be, saying he was sure the Council would have many questions after they had time to review the information presented. Salvatore said the next night, June 26, was available. Since the July 5 Council meeting was canceled, Tuesday, July 10, would be the last shot at a workshop-style meeting before the scheduled public hearing at the July 19 Council meeting. Rorie recommended July 10, adding he could see no great value in a workshop the next night without Council having time to think about and review the proposal.

Ernst asked if the FCDA payment of \$147,000 could be voted on separately, and Rorie said it was part of the budget, but any line item could be pulled out by Council and voted on separately. Rorie asked him if he would like to have an FCDA representative present at the July 10 workshop. King said he did not like the County putting increased costs onto the City, and Fleisch mentioned that the County intended to lower its millage rate this year. She said she would invite County Commission Chairman Eric Maxwell to the July 10 meeting to discuss the FCDA.

Fleisch said the Animal Shelter and Mulch Yard were issues on the southern border, and she wanted to know the best way the City could dispose of those with some control over future use. She said she wanted quality development. Rorie said the FCDA site selection people could look at the property or the City could do an RFP. The land could be left as greenspace. Fleisch said the merchants at Wilshire were unhappy with having a mulch yard across the street.

The Mayor also mentioned that the numbers for track and football at Riley Field were much lower than she had realized. Rorie said this just made the point that Peachtree City was a demographically changing community. In addition, many parents were no longer allowing their children to play football due to concerns about head injuries.

Fleisch said she would like to approach the Board of Education about the use of the land at Riley and at Braelinn adjacent to Oak Grove Elementary. Fleisch said she wanted the FCDA site selection team to look at the Recycle Yard, Braelinn, Meade, and Riley and estimate their worth.

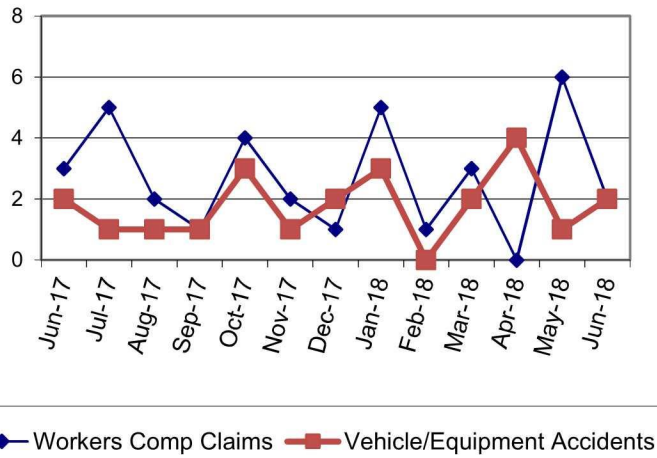
The consensus was to hold another workshop on Tuesday, July 10. There being no further business, Fleisch adjourned the workshop at 9:41 p.m.

Martha Barksdale, Recording Secretary

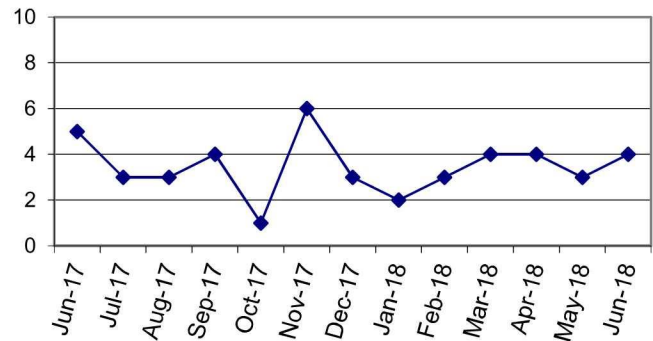
Vanessa Fleisch, Mayor

Human Resources & Risk Management

Workers Comp Claims & Vehicle/Equipment Accidents



Employee Resignations/Terminations



NOTES: FY17 data includes 6 Retirements. FY18 data includes 3 Retirements. Data does not include RIFs or seasonal positions.

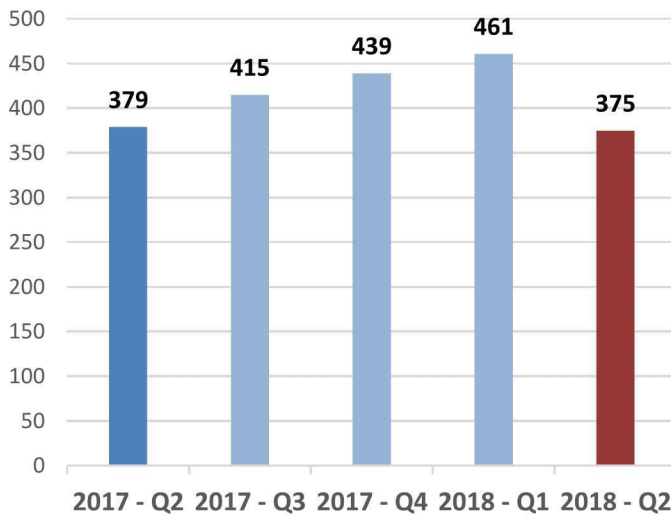
Turnover Rate (Annual)

FY 2018 (ytd)
8.72%

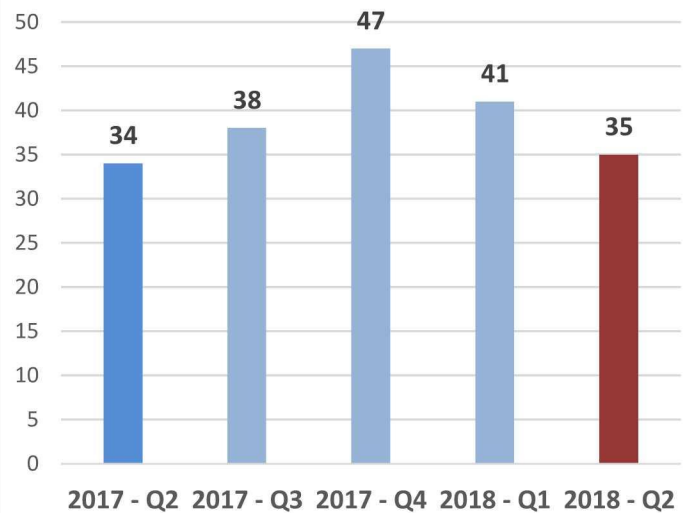
FY 2017 (total)
10.15%

Public Information / City Clerk

General Information Requests



Open Records Requests



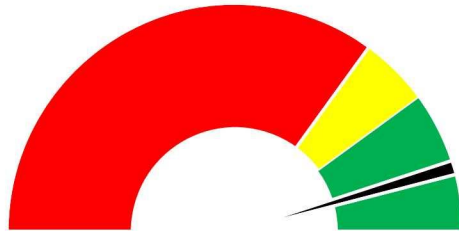
Peachtree City Code Enforcement 2nd Quarter Report 2018

Case Type

	NOV			SWO			Citation			Unfounded			Totals		
	Q1	Q2	YTD	Q1	Q2	YTD	Q1	Q2	YTD	Q1	Q2	YTD	Q1	Q2	YTD
Building and Property Maintenance	24	34	58	3	7	10	0	0	0	1	1	2	28	42	70
Health and Sanitation	82	394	476	0	0	0	0	1	1	2	11	13	84	406	490
Land Development	11	24	35	2	1	3	1	1	2	0	2	2	14	28	42
Miscellaneous	3	9	12	0	0	0	0	3	3	2	2	4	2	14	16
Parking	49	107	156	0	0	0	0	0	0	3	2	5	52	109	161
Parks & Recreation	0	1	1	0	0	0	0	0	0	0	0	0	0	1	1
Signs	23	36	59	1	0	1	0	0	0	0	0	0	24	36	60
Taxes	0	74	74	0	0	0	0	6	6	0	1	1	0	81	81
Zoning	6	38	44	0	0	0	0	3	3	1	4	5	7	45	52
Totals	198	717	915	6	8	14	1	14	15	9	23	32	211	762	973

Confiscated Signs

111 356 467



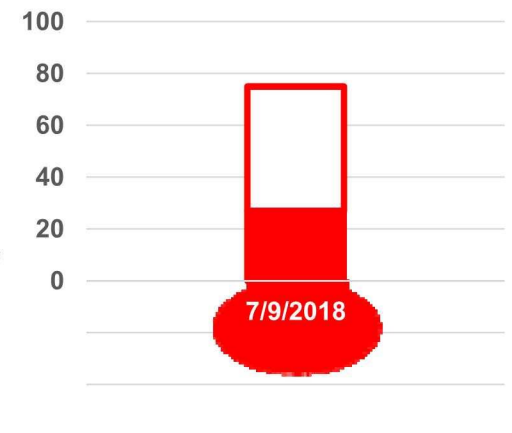
Proactive Enforcement for 2nd Quarter 2018 is 89.96 Percent.

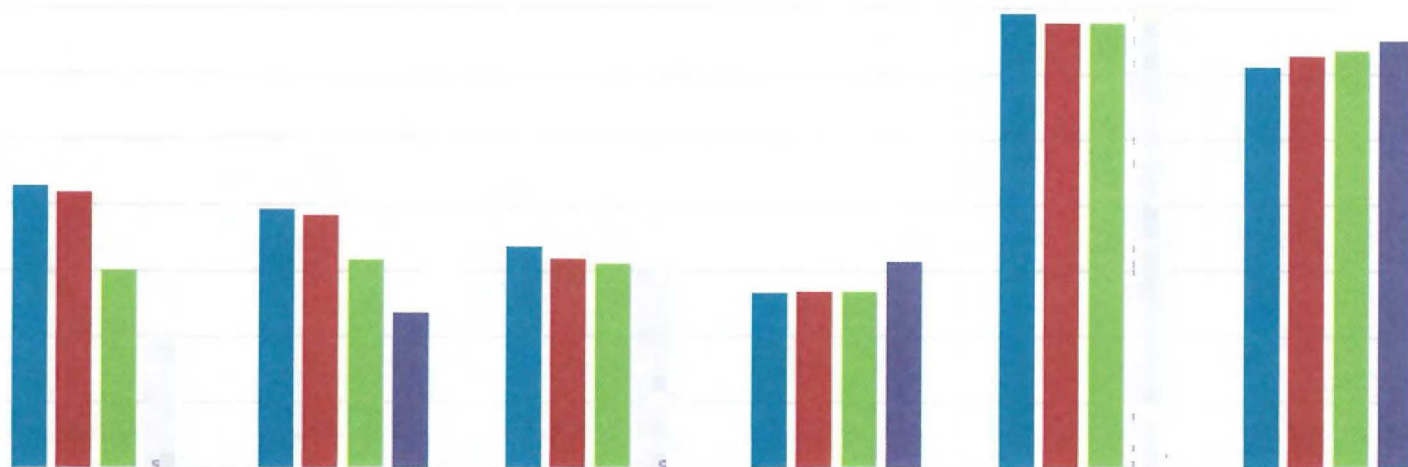
Goal is 80 Percent

2018 Goal

75 Structural
Rehabilitations

Currently at 27





or

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

GENERAL FUND REVENUES BY MAJOR CATEGORIES

GENERAL FUND REVENUES BY FUND CATEGORY				
Description	Budget	YTD	Dollar	Percentage To-Date
General			(304,485)	
Franchi			(266, 1)	
Local			582)	
Other Sale:			,374)	
Business				
Licenses			798)	
Intergovei			26,816)	
Cha			,048)	
E			84,845)	
Fines				
Investmer				
Other Reu			77 787)	
Other Finz			143)	
Total General Fund Revenues	\$ 34,998,721	\$ 31,702,678	\$ (3,296,043)	90.58%
Surplus Carryover	679,706			
Total General Fund	\$ 35,678,427			

GENERAL FUND EXPENDITURES BY DIVISION AND/OR TYPE

Division and/or Type	2018 Budget	Actual	Dollar	Percentage
	242,522		'	
ministrati	129,439	42,672	86,767	
		3,056,754	1,183,407	
	5)		01,805)	
Total General Fund	\$ 35,678,427	\$ 26,591,137	\$ 7,829,943	74.53%

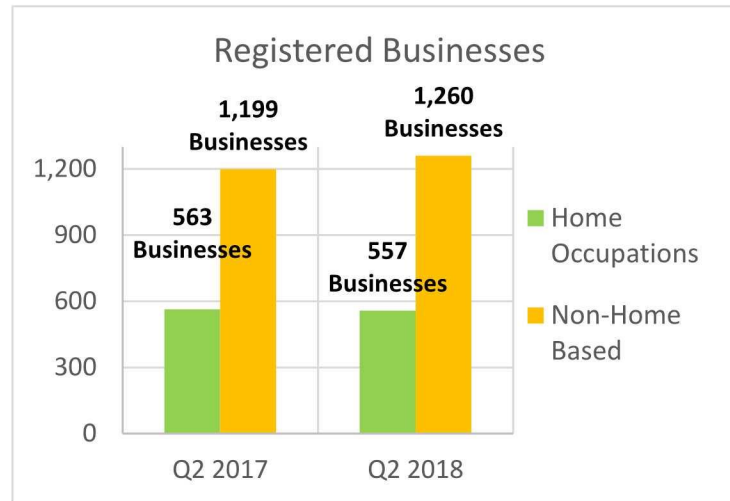
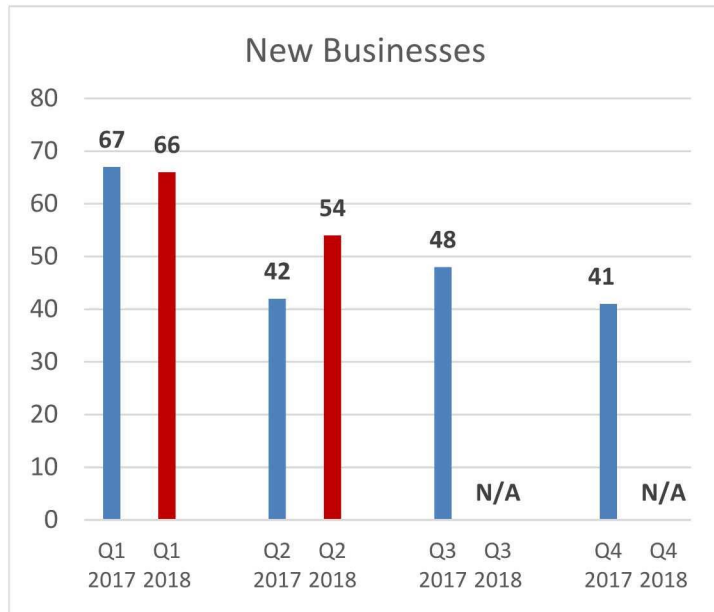
HOTEL/MOTEL FUND REVENUES

Description	Budget	YTD	Dollar	Percentage To-Date
Total Hotel/Motel Ta	\$,522,154	\$ 1,182,387	\$ (339,767)	77.68%

HOTEL/MOTEL TRANSFERS OUT

Type	2018 Budget			To-Date
Transfer to General Fund	\$ 665,	\$		7.20%
Transfer				
T Amp	55,000	55,000	-	
Total Hotel/Motel Transfers Out	\$ 1,522,154	\$ 1,182,387	\$ 369,	

OVER L JUNE			
Description	Vendor	Award	Date
Q	Col		18
Repai	J		
SPLOST	A		18
D	Frontier		
BMX	Prosta		18
QU ENDED JUNE 30, J 30, 7			
Activity			2017
Pu			
Seal			
Re			
Bi			
Re			
Contracts			
Elect			
Fixed			



Top Employers: Cooper Lighting, Panasonic, Randstad, Hoshizaki, Alenco, Wal-Mart, Rinnai, NCR, Southland Nursing Home, Sigvaris, Target

2. The second part of the document focuses on the implementation of the proposed changes. It details the steps involved in the rollout process, from initial planning to final execution. This section also addresses potential challenges and provides strategies to overcome them, ensuring a smooth transition to the new system.

3. The third part of the document discusses the ongoing monitoring and evaluation of the project. It highlights the importance of regular communication and feedback loops to ensure that the project remains on track and meets its objectives. This section also includes a timeline for the next steps and a list of key performance indicators to track progress.

4. The fourth part of the document provides a summary of the findings and conclusions. It reiterates the key points discussed throughout the document and offers recommendations for future actions. This section also includes a list of references and a glossary of terms used throughout the document.

5. The fifth part of the document is a detailed appendix containing additional information and data. It includes a list of figures and tables, as well as a detailed description of the data sources and methods used. This section also includes a list of abbreviations and a list of acronyms used throughout the document.

FY2018 QUARTERLY REPORT

LIBRARY

Page 35 of 179

ACTIVITY DESCRIPTION	UNIT	October	November	December	January	February	March	April	May	June	July	August	September	FY2018 YEAR-TO-DATE	FY2017 YEAR-TO-DATE
Items - Acquired	Num.	358	493	458	299	352	490	393	340	383				3,566	3,400
Items - Circulated	Num.	29,295	26,707	25,179	27,940	27,593	30,410	29,756	30,140	35,554				262,574	262,958
Items - Loaned to Other Libraries	Num.	1,243	1,176	1,005	1,334	1,187	1,247	1,238	1,262	1,318				11,010	10,707
Items - Borrowed From Other Libraries	Num.	1,840	1,649	1,481	1,916	1,912	2,425	2,206	2,001	2,544				17,974	17,101
Class Visits	Num.	0	0	0	0	0	5	1	3	1				10	14
Group Meetings	Num.	52	50	27	33	37	37	39	42	21				338	318
Monthly Traffic	Num.	16,189	14,524	11,902	13,414	14,851	15,672	15,762	16,123	19,221				137,658	143,032
Children's Programs	Num.	21	18	9	11	21	22	15	15	32				164	160
Number of Participants	Num.	1,161	412	253	256	578	525	370	1,165	1,580				6,300	7,047
Adult Programs	Num.	5	12	4	7	5	8	7	7	52				107	58
Number of Participants	Num.	55	122	42	121	60	115	138	145	160				958	834
Revenue from Overdue Books	Dls.	3,619	3,330	2,427	2,945	3,165	3,220	3,813	4,097	4,343				30,959	34,873
Revenue from Copies Made	Dls.	541	620	381	385	635	614	529	490	488				4,683	4,907
Reference Assistance	Num.	1,809	1,795	1,321	1,494	1,807	2,552	1,721	1,852	2,178				16,529	17,904
Exams Proctored	Num.	28	19	24	12	15	25	24	33	39				219	210
Revenue from Proctoring	Dls.	350	240	360	140	170	360	330	390	480				2,820	2,820
Internet Usage	Num.	1,606	1,383	1,144	1,109	1,288	1,359	1,302	1,257	1,240				11,688	12,206
Wireless Usage	Num.	5,006	4,725	4,105	4,136	4,596	5,064	5,093	5,018	5,015				42,758	N/A
Volunteers	Num.	36	37	30	36	40	44	39	50	45				357	366
Number of Hours Worked	Num.	192	204	157	230	236	310	288	328	296				2,241	2,207
Digital Downloads	Num.	3,041	2,644	2,735	2,405	1,829	2,538	3,103	3,088	3,708				25,091	23,912
Electronic Reference Access (Excluding GALILEO)	Num.	646	371	385	959	338	658	338	273	335				4,303	4,203

Notes: Summer Reading 2018 is off to a roaring start. Staff is working on grant application to remodel upstairs restrooms. Major repairs completed for leak (void) in Floy Farr Room outside wall. Block drive for 70273 Project will conclude Summer Reading Program for Adults on 7/31. Adult Services Librarian Rebecca Watts to retire on 9/08/18 after 19 years of service.

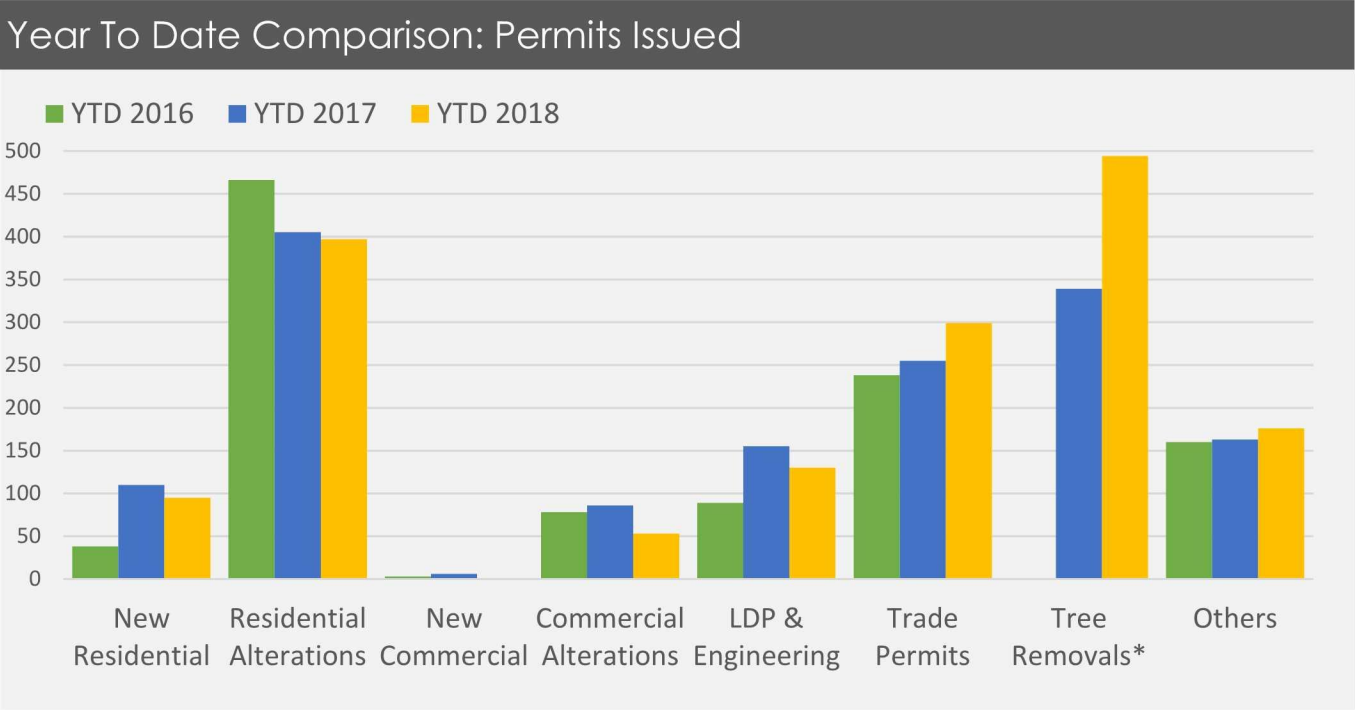
2018 Q2

PLANNING & DEVELOPMENT Peachtree City

PERMITS

AVG. DEPARTMENT REVIEW TIMES		
Goal: 10 Day Review Time		
	Q2	YTD
Engineering	5 days	5 days
Planning	2 days	3 days
Building	4 days	5 days

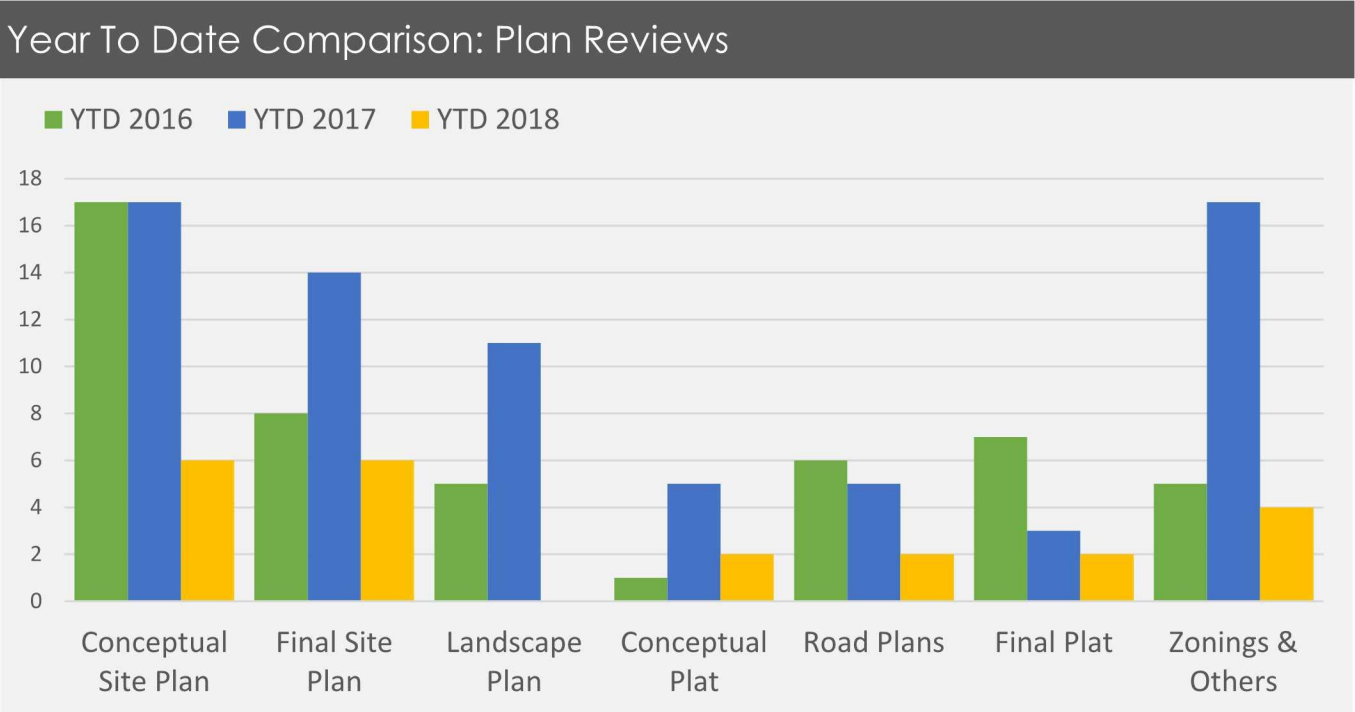
PERMIT TYPES	YTD 2016	YTD 2017	YTD 2018
New Residential	38	110	95
Residential Alterations	466	405	397
New Commercial	3	6	1
Commercial Alterations	78	86	53
LDP & Engineering	89	155	130
Trade Permits	238	255	299
Tree Removals*	0	339	494
Others	160	163	176
Total	1,072	1,519	1,645
Fees	\$416,144	\$617,710	\$448,165



PLAN REVIEWS

AVG. DEPARTMENT REVIEW TIMES		
Goal: 14 Day Review Time		
	Q2	YTD
Engineering	11 days	15 days
Planning	4 days	6 days
Fire Marshal	1 days	2 days

REVIEW TYPES	YTD 2016	YTD 2017	YTD 2018
Conceptual Site Plan	17	17	6
Final Site Plan	8	14	6
Landscape Plan	5	11	0
Conceptual Plat	1	5	2
Road Plans	6	5	2
Final Plat	7	3	2
Zonings & Others	5	17	4
Total	49	72	22



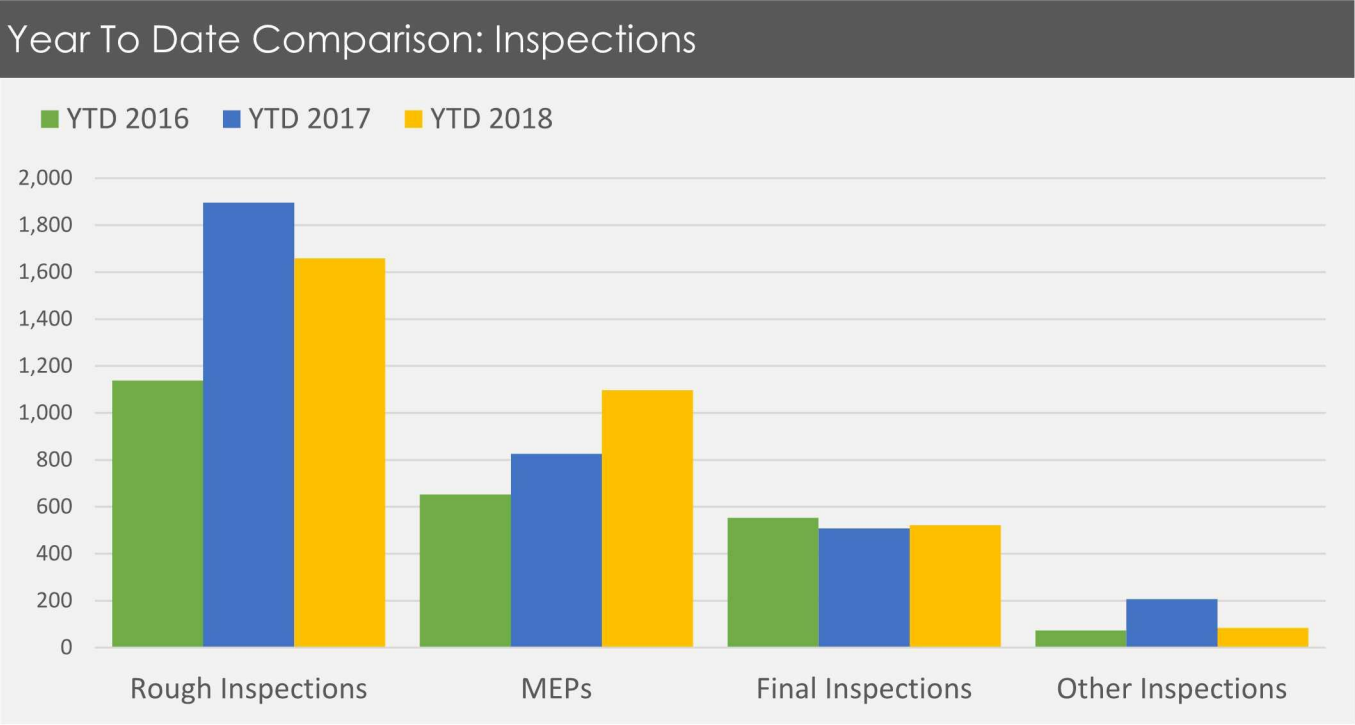
2018 Q2

PLANNING & DEVELOPMENT Peachtree City

BUILDING INSPECTIONS

INSPECTION TOTALS (YTD)			
Year	Total	Reinspections	%
2016	2,416	537	22%
2017	3,435	799	23%
2018	3,360	595	18%

INSPECTION TYPES			
	YTD 2016	YTD 2017	YTD 2018
Rough Inspections	1,138	1,896	1,659
MEPs	652	825	1,097
Final Inspections	553	508	521
Other Inspections	73	206	83



PEACHTREE CITY POLICE DEPARTMENT
2018 QUARTERLY REPORT

			2018 Calendar Year to Date	2017 Calendar Year to Date
	2nd Qtr 2018 April-June	2nd Qtr 2017 April-June		
<u>TOTAL PART I CRIMES</u>	92	188	210	328
CRIMINAL HOMICIDE	0	0	0	0
FORCIBLE RAPE	0	0	0	0
ROBBERY	0	3	1	3
AGGRAVATED ASSAULT	2	3	3	4
ARSON	1	0	1	0
MOTOR VEHICLE THEFT	6	28	15	43
LARCENY - THEFT (SHOPLIFTING, ENTERING AUTOS, ETC)	82	145	181	262
BURGLARY	1	9	10	16
 <u>DUI ARRESTS</u>	 21	 45	 45	 99
DRUG ARRESTS: Marijuana, Methamphetamine, Cocaine, Other				
TOTAL DRUG ARRESTS	40	56	102	96
 <u>OTHER ARRESTS</u>				
PROPERTY CRIMES	25	54	47	81
PERSON CRIMES	14	17	23	26
TRAFFIC OFFENSES	54	48	119	109
OTHER	62	83	128	173
 <u>CALLS FOR SERVICE</u>	 12,932	 12,594	 26,044	 25,408
 <u>TRAFFIC</u>				
CITATIONS ISSUED	1,755	2,518	3,824	4,568
CITY ORDINANCES	102	169	173	287
WARNINGS	2,279	1,857	4,844	3,887
ROADWAY CRASHES	216	241	411	454

TOP 10 ACCIDENT LOCATIONS 2018

	MONTH		YTD
HWY 54 / HWY 74	9	HWY 54 / HWY 74	42
HWY 74 / CROSSTOWN / TDK	4	HWY 54 / PEACHTREE PKWY	22
HWY 54 / HUDDLESTON	3	HWY 74 / CROSSTOWN DR / TDK BLVD	19
HWY 37 / ARDENLEE	3	HWY 54 / HUDDLESTON	16
HWY 54 / NORTHLAKE	3	HWY 54 / PLANTERRA WAY	14
HWY 54 / COMMERCE DR	2	HWY 74 / KEDRON	12
HWY 74 / CRABAPPLE	2	HWY 54 / MCDUFF	11
		HWY 74 / KELLY DR	9
		HWY 54 / LINECREEK	8
		HWY 54 / NORTHLAKE	7

Public Works Quarterly Report

Activity Description	Unit	2nd Quarter 2018	2018 YTD	Annual Goal
General				
Average time to complete vandalism repairs once notified	Days	2.3	1.1	0
Average time to respond to a citizen complaint and assign action	Days	4.9	2.8	0
Streets				
Street Patching	Hrs.	0	0	2,500
Street General Maintenance	Hrs.	1,040	2,005	3,500
Storm Water Maintenance	Hrs.	1,376	2,685	8,000
Street Sweeping	Ft/MIs	844800/160	963072/384	0
Cart Paths				
Cart Path Paving	Ft.	4,313	14,681	47,520
Cart Path Prep	Ft.	5,831	10,470	0
Time to remove trees on paths once reported	Days	1.0	1.0	2
Cart Path Drainage Maintenance	Hrs.	60	311	2,500
Cart Path General Maintenance	Hrs.	3,484	4,773	3,250
Splost				
Cart Path Const. Reconst. Overlay - SPLOST	Ft.	2,884	4,253	
Cart Path Const, Reconst. Overlay - SPLOST	Hrs.	144	184	
Splost General Maintenance	Hrs.	816	2,105	
Signs				
Average time to respond to traffic sign maintenance issues	Days	1.0	1.0	2
Signs Changed over to new reflectivity and mixed letter standard (completion date 2018)	Each	20	92	350
Entrance Sign Maintenance	Each	1	1	0
Contracted Services				
Time for contractor to remove trees once notified	Days	1.0	1.0	3
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	3.5	2.3	3.0
Average time to complete a preventative maintenance on a Heavy Truck	Hrs	6.7	4.5	6
Average time to complete a preventative maintenance on a Heavy Equipment	Hrs	4.7	3.9	6
Ratio of time spent on preventative maintenance versus other repair items		1.2 to 1	1 to 1	2 to 1
Facility Maintenance				
Sports Complex Maintenance	Hrs.	2,750	4,456	2,500
Parks General Maintenance	Hrs.	2,416	2,869	435
Grounds/Landscape Maintenance	Hrs.	5,941	11,179	0
General Maintenance	Hrs.	1,051	4,437	2,000
Vandalism	Hrs.	1	1	0
Litter Removal	Hrs.	0	0	2,000
Building Maintenance	Hrs	1,388	2,662	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.

CITY OF PEACHTREE CITY

RECREATION & SPECIAL EVENTS REVENUE

AS OF June 30, 2018

WITH COMPARISONS TO December FY2015, FY2016 & FY2017

Percent of budget year completed to date: 75.00%

	ACTUAL THRU June			ORIGINAL BUDGET FY 2018	BUD ADJ.	CURRENT BUDGET FY 2018	ACTUAL THRU June FY 2018	% Collected To Date
<u>RECREATION REVENUE</u>	FY 2015	FY 2016	FY 2017					
County Operating Grant	85,500	85,500	85,500	114,000		114,000	85,500	75.00%
Events	4,393	3,694	3,632	6,500		6,500	3,155	48.54%
Program Fees - Recreation	162,335	145,470	126,286	158,215	-	158,215	118,725	75.04%
Program Fees - Kedron	181,109	217,657	193,421	245,322		245,322	196,989	80.30%
Program Fees - Kedron Open Gym	17,414	16,088	17,279	22,232	-	22,232	18,166	81.71%
Program Fees- Athletic Tournaments	4,820	10,570	17,630	14,260		14,260	5,080	35.62%
Facility Maintenance Rec.- Athletic Assoc.	127,850	98,635	90,514	117,517	-	117,517	95,365	81.15%
Facility Maintenance Ked- Athletic Assoc.	523	18,527	31,745	\$23,577	-	\$23,577	18,333	77.76%
Facility Rental- Tennis Center	20,000	16,000	16,000	24,000		24,000	27,905	116.27%
Facility Rental - Recreation	5,332	14,753	6,467	14,195	-	14,195	7,876	55.48%
Facility Rental - Kedron	19,728	25,499	19,045	32,195	-	32,195	13,931	43.27%
Program Fees - Pool Fees/Passes	65,012	73,898	65,506	106,030	-	106,030	63,793	60.17%
Program Fees - Kedron Swim Teams	36,930	34,939	56,337	54,909	-	54,909	57,536	104.78%
Program Fees - Kedron Swim Lessons	9,912	6,075	7,730	8,391	-	8,391	7,214	85.97%
Program Fees - Rec Pool Revenue	148	296	-	15,342		15,342	3,372	21.98%
	\$ 741,006	\$ 767,601	\$ 737,092	\$ 956,685	\$ -	\$ 956,685	\$ 722,940	75.57%

Special Events- April:Huddleston Elem. Hustle, March for Bablies, Falcon Field WWII Heritage Days **May:** City Employee Picnic, Shakerag All American 5K,
Recreation: June: Pirates Swim Meet, City Swim Meet, Summer Camps at both Kedron and Glenloch
Tournaments Notes: April: AFC Lightning College Soccer Showcase, Meade Fastpitch Tournament **May:** Atlanta Season Finale Soccer Tournament **June:** SAT Girls Lacrosse Tournament, Southern Open Boys Lacrosse Tournament, Gaelic Games
Amphitheater: April: The Commodores **May:** MayPlay, Uptown Funk Bruno Mars **June:** 38 Special, Brian Setzer, Eddie Money and Starship

PEACHTREE CITY CONVENTION & VISITORS BUREAU ATTENDANCE RECORD

2 Year Term (unless specified below)*Term of Appointment***July-18***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
J.H. Hooper (1) Business Owner 3/2/17 <i>03/02/17 -03/02/19</i>	10	10	8	2	11/15/17, 12/20/17	80%
Jonathan Fralick Recreation Venue 1/21/15 <i>01/01/2016 - 09/30/18</i>	10	10	9	1	4/19/2018	90%
Mike King City Council <i>01/01/17-12/20/17</i>	10	4	3	1	11/15/2017	75%
Paul Salvatore, City Liaison 12/20/17 <i>12/20/17-9/30/19</i>	10	6	5	1	3/21/2018	83%
Steve Soriano, Secretary/Treasurer Reg Manager Club Corp 10/1/17 <i>10/01/17-09/30/19</i>	10	8	6	2	1/17/2018,5/16/2018	75%
Tatyana G. Ferguson, Business Owner 10/1/17 <i>10/01/16 - 09/30/19</i>	10	8	5	3	11/15/17, 12/2017, 4/19/2018	63%
Patti Kadkhodaian Business Owner 3/2/17 <i>03/02/17 -09/30/19</i>	10	10	9	1	3/21/2018	90%
Rick Adlington Hotel/Motel 2/17/16 <i>01/01/16 - 09/30/17</i>	10	10	10	0		100%

PLANNING COMMISSION ATTENDANCE RECORD

3-Year Term

Term of Appointment

JUNE 2018

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	15	15	14	1	3/12/2018	93%
Lisa Curtis 10/06/16 - 09/30/19	15	15	13	2	8/28/17 10/09/17	87%
Frank Destadio Chairman 04/21/11 - 09/30/18	15	15	13	2	3/12/2018 06/11/18	87%
Paul Gresham 10/6/17 - 9/30/20	15	11	10	1	12/11/2017	91%
JT Rabun Vice Chairman 10/06/16 - 09/30/19	15	15	14	1	1/8/2018	93%

2018 PEACHTREE CITY AIRPORT AUTHORITY ATTENDANCE RECORD**June 14, 2018***Report Date: Month Year*

Name & Date of Appointment	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
Tom Fulton, Chairman <i>1/1/2015 - 12/31/2019</i>	5	5	0		100%
Bryan LaBrecque <i>1/1/2014 - 12/31/2018</i>	5	4	1	March 8, 2018	80%
Judge S. Charles Murray - filling unexpired term <i>1/1/2016 - 12/31/2020</i>	5	5	0		100%
Tom Lacy <i>1/1/2017 - 12/31/2021</i>	5	5	0		100%
Allen Morrison <i>1/1/2018 - 12/31/2022</i>	5	5	0		100%

PC WATER AND SEWERAGE AUTHORITY ATTENDANCE RECORD

Five (5) Year Term

Term of Appointment

May 7, 2018

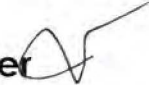
Report Date: Month Day Year

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
John Dufresne Chairman	17	17	17	0		100%
02/04/16 - 12/31/20						
John Oakey Vice-Chairman	17	17	17	0		100%
01/01/17 - 12/31/21						
Frank Ward Secretary/Treasurer	17	17	16	1	04/02/2018	94%
08/04/16 - 12/31/18						
Bob Grove	17	17	17	0		100%
01/01/18 - 12/31/19						
Jon Rorie	17	6	6	0		100%
01/01/18 - 12/31/22						

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: Jonathan N. Rorie, City Manager 

FROM: Pam Dufresne, Deputy City Clerk 

DATE: June 27, 2018

SUBJECT: Alcohol License – NEW – Mini Mart Intl
July 19, 2018, Consent Agenda

Recommendation:

Staff recommends Council approve the attached application for a new alcohol license for Mini Mart Intl.

Discussion:

Mini Mart Intl, a convenience store to be located at 104-A Huddleston Road, has submitted a request for a new alcohol license. Ms. Rena Rose Jalil has requested she be appointed as the Licensee and License Representative.

The business location and Ms. Jalil meet the requirements of the Alcohol Ordinance to be granted a license.

Budgetary Impact:

The budgetary impact of the alcoholic beverage license will be positive. The applicant will be required to pay the annual fee for malt beverage and wine, which is \$1,350 annually.

Attachments

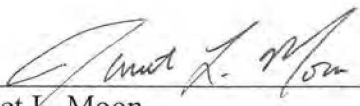
State of Georgia

City of Peachtree City

I, Janet Moon, Chief of Police for the City of Peachtree City, do hereby certify that:

Rena Rose Jalil
318 Summer Place
Peachtree City, GA 30269

has been investigated and found not to have been convicted of, nor to have entered a plea of nolo contendere, to any felony or misdemeanor relating to the sale or use of alcoholic beverages or illegal narcotics or drugs within five (5) years prior to the date of the application for this license.



Janet L. Moon
Chief of Police

6/5/18
Date



Michelle Ward
Witness

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: Jonathan N. Rorie, City Manager 

FROM: Pam Dufresne, Deputy City Clerk 

DATE: June 27, 2018

SUBJECT: Alcohol License – NEW – The Curious Pig
July 19, 2018, Consent Agenda

Recommendation:

Staff recommends Council approve the attached application for a new alcohol license for The Curious Pig.

Discussion:

The Curious Pig, a restaurant to be located at 114 Huddleston Road, has submitted a request for a new alcohol license. Mr. Scott a. Smith has requested he be appointed as the Licensee and License Representative.

The business location and Mr. Smith meet the requirements of the Alcohol Ordinance to be granted a license.

Budgetary Impact:

The budgetary impact of the alcoholic beverage license will be positive. The applicant will be required to pay the annual fee for malt beverage, wine, and distilled spirits, which is \$5,000 annually, plus \$500 for Sunday Sales.

Attachments

Application For Alcoholic Beverage License

Business Name: <i>The Curious Pig LLC</i>	Business Location: <i>114 Huddleston Drive</i> <i>PTC GA 30269</i>	
Nature of Business: <i>Restaurant</i>	Mailing Address: <i>1784 Trilogy Park Drive</i>	Business Phone Number:
Name of Licensee: <i>Scott A. Smith</i>	Home Address: <i>1784 Trilogy Park Drive</i> <i>Houston GA 30548</i>	Home Phone Number: <i>770-833-8098</i>
Name of License Representative: <i>Same as above</i>	Home Address: <i>Same as above</i>	Home Phone Number:

Please indicate type of licenses applying for:

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

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

NAME	ADDRESS	PHONE NUMBERS
Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.	Please provide Home Addresses for the individuals listed:	Please provide Home and Business Phone Numbers for individuals listed:
<i>Scott Smith</i>	<i>1784 Trilogy Park Dr. 30548</i>	<i>770-833-8098</i>

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

If YES, Please Provide Name of Employee: _____

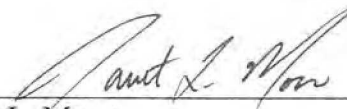
State of Georgia

City of Peachtree City

I, Janet Moon, Chief of Police for the City of Peachtree City, do hereby certify that:

Scott Andrew Smith
1784 Trilogy Park Dr.
Grayson, GA 30548

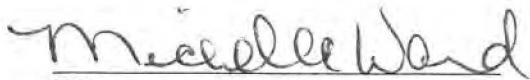
has been investigated and found not to have been convicted of, nor to have entered a plea of nolo contendere, to any felony or misdemeanor relating to the sale or use of alcoholic beverages or illegal narcotics or drugs within five (5) years prior to the date of the application for this license.



Janet L. Moon
Chief of Police

6/25/18

Date



Witness

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 12, 2018

SUBJECT: Consider Resolution of Support for Brunch Bill Alcohol Referendum
July 19, 2018, City Council Meeting

Recommendation:

That Council approve the attached resolution of support for including the Brunch Bill Referendum on the November 6 General Election Ballot.

Discussion:

This year, the Georgia Legislature passed Senate Bill 17, also known as the Brunch Bill. This legislation allows local jurisdictions to hold a referendum for voters to decide whether establishments licensed to serve alcohol on Sundays can begin serving at 11:00 a.m., instead of the current 12:30 p.m. requirement.

The attached resolution will authorize the Fayette County Board of Elections to issue the call for a Special Election, to be held in conjunction with the November 6 General Election, which is the earliest available election date.

If approved by the voters, the hours would be changed for our local businesses who serve alcohol on Sundays, several of whom have expressed a desire for this expanded time for serving to increase revenues and meet their customers' desires.

Budgetary Impact:

If approved by the voters, the expanded hours for alcohol sales could increase the tax revenue received by the City in addition to increasing the revenues of the businesses affected.

CITY OF PEACHTREE CITY
STATE OF GEORGIA

RESOLUTION # _____

A RESOLUTION CALLING FOR A REFERENDUM TO SUBMIT TO THE ELECTORS OF THE CITY OF PEACHTREE CITY, GEORGIA, THE QUESTION OF WHETHER THE CITY OF PEACHTREE CITY, GEORGIA, SHALL BE AUTHORIZED TO PERMIT AND REGULATE SUNDAY SALES OF DISTILLED SPIRITS OR ALCOHOLIC BEVERAGES FOR BEVERAGE PURPOSES BY THE DRINK FROM 11:00 A.M. UNTIL 12:30 P.M., PURSUANT TO O.C.G.A. § 3-3-7, AND AUTHORIZING SUBSEQUENT SALES.

WHEREAS, the City of Peachtree City, Georgia, a body corporate and politic pursuant to Georgia Law; and

WHEREAS, the General Assembly of the State of Georgia has enacted legislation, codified at O.C.G.A. § 3-3-7(j.1)(1) and signed into law on May 8, 2018, authorizing counties to permit and regulate Sunday sales of distilled spirits or alcoholic beverages for beverage purposes by the drink from 11:00 A.M. to 12:30 P.M., if such sales are approved in a referendum by the electors of the City of Peachtree City in an election called and in the manner set for the in the legislation (conducted by the Fayette County Board of Elections); and

WHEREAS, the Mayor and City Council of the City of Peachtree City, Georgia, in compliance with law, wish to provide an opportunity for the citizens of Peachtree City to vote their desires with respect to the time such sales of distilled spirits or alcoholic beverages for beverage purposes by the drink can be purchased on Sundays; and

WHEREAS, the voters shall determine if the City of Peachtree City, Georgia, shall be authorized to permit and regulate Sunday sales for an additional hour and a half during the time period of 11:00 A.M. until 12:30 P.M.; and

WHEREAS, the Fayette County Director of Elections and Voter Registration shall place an advertisement for the qualifying and notice of said election in the legal organ; and

WHEREAS, the voter registration deadline for this election is October 9, 2018; and

WHEREAS, Absentee, Advance, Early, and Saturday Voting will be handled through the Fayette County Elections & Registration Office.

NOW THEREFORE BE IT RESOLVED by the Mayor and City Council of Peachtree City, that the City of Peachtree City, Georgia, shall enter into an agreement with the Fayette County Board of Elections to serve as Superintendent of Elections and Absentee Ballot Clerk and

conduct the Peachtree City Special Election Alcohol Referendum as authorized by O.C.G.A. § 3-3-7(j.1)(1) to determine whether the voters desire the City of Peachtree City to permit and regulate Sunday sales of distilled spirits or alcoholic beverages for beverage purposes by the drink from 11:00 A.M. to 12:30 P.M.. Said referendum shall be called in accordance with Title 21 Chapter 2 of the Official Code of Georgia and all other applicable laws, and that the Board of Elections shall issue the call and conduct the Peachtree City Special Election on November 6, 2018, in the manner so authorized.

The ballots to be used in the Special Election shall have written or printed thereon the following words:

"[YES] Shall the governing authority of the City of Peachtree City, Georgia, be authorized to permit and regulate Sunday sales of distilled spirits or alcoholic beverages for beverage purposes by the drink from 11:00 A.M. to 12:30 P.M.?"
[NO]

The Peachtree City Special Election shall be held on November 6, 2018, and the polls will be open from 7:00 A.M. to 7:00 P.M. Those qualified to vote in the election shall be determined in accordance with the Constitutions and Statutes of the United States and the State of Georgia.

BE IT FURTHER RESOLVED, provided more than one-half of the votes cast on the question are for approval, the City of Peachtree City, Georgia, shall be authorized to permit and regulate Sunday sales of distilled spirits or alcoholic beverages for beverage purposes by the drink from 11:00 A.M. to 12:30 P.M., effective November 11, 2018.

SO RESOLVED this 2nd day of August 2018.

Vanessa Fleisch, Mayor

Phil Prebor, Councilmember

Mike King, Councilmember

Terry Ernst, Councilmember

Betsy Tyler, City Clerk

Kevin Madden, Councilmember

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Jonathan Rorie, City Manager 

FROM: Scott Hicks, Public Services Superintendent
Paul J. Salvatore, Financial Services Director *P.S.*
Kelly Bush, Assistant Finance Director *KB*

DATE: June 26, 2018

SUBJECT: Budget Amendments FY2018
July 19, 2018 City Council Consent Agenda

Recommendation:

It is Staff's recommendation that City Council approve the attached budget amendment to the FY2018 budget resolution.

Discussion:

The attached budget amendment is requesting an increase to Public Works contractual services due to increased demand for tree removal. The increased demand is in response to storm damaged, dead and dying trees. Dead trees need to be removed for safety concerns. The attached Budget Amendment will increase the Public Works Contractual Service Expense Budget for tree removal by \$40,000 with the funding from the General Fund Reserve. This should provide funding for the remainder of the fiscal year.

Budget Impact:

The proposed budget amendment will increase both the revenues and the expenditures of the FY 2018 General fund budget by \$40,000 with the revenue coming from reserves.

Attachments
Budget Amendment

kbb/Council Reports/Budget Amendments for FY2018

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 18-21

DATE 06/26/2018

[illegible]

NOW, THEREFORE, BE IT RESOLVED that this Council hereby amends the Fiscal Year 2018 Budget Resolution to :
to provide additional funding for tree removal.

Entered

Approved

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Jonathan Rorie, City Manager 

FROM: Paul J. Salvatore, Financial Services Director *P.S.*
Kelly Bush, Assistant Finance Director *KB*
David McDaniel

DATE: July 2, 2018

SUBJECT: FY2018 Budget Amendment
July 19, 2018 *City Council Consent Agenda*

Recommendation:

It is Staff's recommendation that City Council approve the attached budget amendment to the Fiscal Year 2018 Budget Resolution.

Discussion:

The attached proposed budget amendment will reallocate budgeted funding from the Capital Improvement Fund 335 Facilities Improvement account to the General Fund 100 Building Department's Building Repair and Maintenance account. This move is housekeeping in nature, the funds are being used for facilities maintenance projects, however, the expenditures are not capital expenditures, so in accordance with generally accepted accounting principles, should be expensed through an operating account.

Budget Impact:

The proposed budget amendment will increase both the revenues and the expenditures in the General Fund by \$84,000 and reduce expenditures in the Capital Improvement Fund amending the Fiscal Year 2018 Budget Resolution.

Attachments
Budget Amendment

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 18-22

DATE 07/19/2018

[illegible]

NOW, THEREFORE, BE IT RESOLVED that this Council hereby amends the Fiscal Year 2018 Budget Resolution to :

Reallocate budgeted funds from Fund 335 Capital Infrastructure to the General Fund Building Department Building Repairs and Maintenance gl for ongoing non capital building maintenance projects.

Entered

Approved

CITY OF PEACHTREE CITY

INTRAOFFICE MEMORANDUM

TO: Mayor and Members of Council

VIA: Jonathan Rorie, City Manager 
Paul Salvatore, Financial Services Director 
Angela Egan, Purchasing Agent 

FROM: Joe O'Connor, Fire Chief 

DATE: June 29, 2018

SUBJECT: Request to Surplus Fire Department Vehicle
Council Meeting: July 19, 2018

Recommendation:

Staff recommends Council declare as surplus and authorize the Purchasing Agent and Fire Chief to appropriately dispose of one (1) 2000 HME/Central States Fire Engine.

Discussion:

Funds were budgeted in the 2017 Capital Improvement Plan for the purchase of a replacement engine. The City has taken delivery of the replacement and placed it into service. The vehicle to be declared surplus is identified as 2000 HME/Central States Engine VIN: 44KT4287YWZ19136.

Budget Impact:

Any revenue generated will be returned to the general fund.

**CITY OF PEACHTREE CITY
INTEROFFICE MEMORANDUM**

TO: Mayor and Council Members

VIA: Jon Rorie, City Manager 

FROM: Paul Salvatore, Financial Services Director *P.S.*
Kelly Bush, Assistant Finance Director *KB*

DATE: May 31, 2018

SUBJECT: Online Payment Service Agreement
June 21, 2018 City Council Agenda

Recommendation

Staff recommends that City Council approve the name brand and attached service agreement with Point & Pay. The City Attorney has reviewed and approved the agreement with the addendum.

Discussion:

As part of the ERP (Enterprise Resource Planning) software system we implemented in 2015, and as an added benefit to our citizens and customers, finance began accepting online payments for Stormwater bills, building permits, and business licenses. Our ERP software vendor, BS&A, has changed their recommended credit card processor from Official Payments Corporation to Point & Pay. This change was due to better customer service and less down time than with Official Payments. The processing fees are paid by the users.

Fee schedule

Stormwater Bills

- Electronic check - \$1.00 per transaction
- Credit card - \$1.95 per transaction up to \$200

Building Permits and Business Licenses

- Electronic check - \$1.00 per transaction
- Credit card - 2.5%

Citizens always have the option to come into City Hall and pay with cash or check without a processing fee or to use the electronic check option online for a flat \$1 processing fee.

Budget Impact

There is no budget impact.



June 15, 2018

Addendum to the Point and Pay E-Payment Services Agreement

This Addendum to the Point and Pay E-Payment Services Agreement as an extension of the agreement between Point and Pay, LLC and Peachtree City, GA (Client) shall amend such Services Agreement as follows:

Section 8.1- The language shall be changed as follows: The initial term of this Agreement will commence on the Effective Date and will end on the first (1st) anniversary of the Effective Date (the "Initial Term"). This Agreement will automatically renew for successive one (1)-year terms (each, a "Renewal Term," and the Initial Term and any Renewal Term may be referred to as a "Term"). The term of this Agreement will terminate at the end of the Initial Term or any subsequent Renewal Term if either party provides written notice of such termination to the other party at least sixty (60) days prior to the expiration of the applicable Term.

Section 11- The language shall be changed as follows: The State of Florida reference shall be amended to the State of Georgia.

Point and Pay, LLC

Signature: _____

Title: _____

Date: _____

Peachtree City, GA

Signature: _____

Title: _____

Date: _____

POINT & PAY, LLC
E-PAYMENT SERVICES AGREEMENT

Parties:

Point & Pay, LLC ("**PNP**")
A subsidiary of NAB, doing business in Delaware

Peachtree City, GA

Terms

SECTION 1 E-PAYMENT SERVICES

1.1 Access to Payment Modules

1.1.1 Pursuant to this E-Payment Services Agreement (this "**Agreement**"), PNP grants Client a limited, non-exclusive, non-transferable and terminable license for the duration of the Term to use the electronic payment services (the "**Services**") and payment modules (each, a "**Module**") chosen in the attached product application ("**Product Application**") to enable Client's customers ("**Customers**") to make payments to Client using a Payment Device. "**Payment Device**" means the payment type(s) chosen by Client on the Product Application. A description of all Modules, Services, training and support offered by PNP is attached as Exhibit A (the "**Services Description**").

1.1.2 At the time of Client's execution of this Agreement, Client shall also return the completed Client Application to PNP. Subject to the terms and conditions of this Agreement, the Services may be also be used by the affiliated offices, bureaus, agencies or departments of Client ("**Affiliates**"). Each Affiliate shall complete a Client Application prior to commencement of the Services.

1.2 Client Representatives

PNP will provide Client's authorized representatives with a logon and password to access the Counter Module. Client shall be solely responsible for maintaining the confidentiality and security of the logons and passwords provided by PNP. Client will cause each of its representatives to change the initial password, keep the passwords confidential, refrain from sharing passwords and/or logon information with any unauthorized user, and use no other password to access the Counter Module. PNP shall be entitled to rely on any communications it receives under Client's passwords, logon information, and/or account number as having been sent by Client, without conducting any further checks as to the identity of the user of such information. PNP will not be responsible for the operability or functionality of any of Client's computer equipment, system, browser or Internet connectivity.

1.3 Payment Device Transactions

All Payment Device transactions using the Services will be processed through a secured link. The parties to each Payment Device transaction will be the Customer cardholder, the Client and PNP.

1.4 Service Promotion

Client will use reasonable efforts to promote the Services and build awareness of the Services with its customers through various media including, but not limited to:

- Print: Bill inserts, counter displays, and announcements in Client's newsletter
- Online: Home page announcements with an easily accessible, one-click link to payments page.
- Phone/IVR: Pre-recorded message with the ability to transfer to payments IVR (e.g., "Press 2 to make a payment") or provide the IVR phone number to call.
- Joint Press Releases: The parties shall mutually agree upon press releases announcing the availability of electronic payment services and the partnering of Client and PNP.

1.5 Trademark License

PNP grants Client a limited, non-exclusive, non-transferable license to use the PNP trademarks, service marks and logos provided by PNP to Client (the "**Trademarks**") solely in connection with Client's promotion of the Services to Customers. Client shall not alter the Trademarks nor use the Trademarks in any way which is disparaging, dilutive or otherwise adversely affects the reputation of PNP.

1.6 Client Logo License

Client grants PNP a limited, non-exclusive, non-transferable license to use its applicable logos, copyrighted works and trademarks ("**Client Marks**") solely in connection with the Services provided to Client. Client shall provide the Client Marks to PNP for use with the Services. Client represents that it has all intellectual property rights required for Client's and PNP's use of Client Marks, and shall indemnify PNP against any third party claims that the Client Marks infringe the intellectual property rights of a third party.

SECTION 2 COMPENSATION

2.1 Services Transaction Fee

PNP will charge the transaction fee to use the Services set forth on the Product Application. If Services fees are charged directly to Customers by PNP, Customers will receive a notice each time they use the Services stating that the Services are provided by PNP and that a convenience fee is charged for use of the Services. PNP may change the amount of such fee by notifying Client of such new amount at least thirty (30) days prior to such change.

2.2 Activation Fee

If applicable, Client shall pay the one-time Activation Fee set forth on the Product Application. If the Activation Fee or any portion of the Activation Fee is waived by PNP and the Client does not implement the Service under this Agreement within six months after the Effective Date, other than due to a material breach by PNP, the waived portion of the Activation Fee shall become immediately due and payable.

2.3 Charge-backs and Returns

Unless otherwise specified in the Product Application, PNP will set off (a) the amount of any charge-backs, refusals to pay and returns from any amounts otherwise owing by PNP to Client and (b) a transaction handling fee for charge-backs and non-sufficient funds (NSF) as specified in the Product Application.

2.4 ACH Debit of Fees

Client hereby authorizes PNP, and any subsidiary or successor thereof, solely with respect to amounts due pursuant to this Agreement and any subsequent agreements between Client and PNP, including but not limited to service fees, transaction fees, charge-backs and returns as set forth in Sections 2.1 and 2.3 of this Agreement, to initiate Automated Clearing House ("ACH") Authorizations to credit and debit Client's bank account as set forth on the Banking Authorization Form attached hereto as Exhibit B or otherwise provided by Client. Client acknowledges that it will be subject to a \$25 reject fee if items are returned for insufficient funds.

SECTION 3 INTELLECTUAL PROPERTY; CONFIDENTIALITY

3.1 No Transfer or License

Except for the rights expressly granted to Client in this Agreement, no PNP Intellectual Property Right is transferred or licensed to Client pursuant to this Agreement, by implication or otherwise. PNP reserves and retains all rights, title and interests in and to the PNP Intellectual Property Rights, and all copies, revisions, modifications, updates, and upgrades thereof. Client agrees not to remove, alter or destroy any copyright, patent notice, trademark or other proprietary markings or confidential legends placed on or within any portion of the PNP Intellectual Property Rights. For purposes of this Agreement, "**Intellectual Property Rights**" means all the intellectual property, industrial

and other proprietary rights, protected or protectable, under the laws of the United States, any foreign country, or any political subdivision thereof, including (a) all trade names, trade dress, trademarks, service marks, logos, brand names and other identifiers, (b) copyrights, moral rights (including rights of attribution and rights of integrity), (c) all trade secrets, inventions, discoveries, devices, processes, designs, techniques, ideas, know-how and other confidential or proprietary information, whether or not reduced to practice, (d) all domestic and foreign patents and the registrations, applications, renewals, extensions and continuations (in whole or in part) thereof, and (e) all goodwill associated with any of the foregoing and (f) all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (a) through (d) above.

3.2 Ownership and Use of PNP Materials

Any software developed by or on behalf of PNP for use in connection with the Services remains the exclusive property of PNP. Client will not sell, transfer, barter, trade, license, modify or copy any such software. Web pages accessible through use of the Services are the copyrighted intellectual property of PNP and may not be copied in whole or part by anyone. Any training materials (including, but not limited to, webinars and manuals) provided to Client by PNP shall remain the exclusive property of PNP. PNP grants Client and Client's personnel a limited, non-exclusive, non-transferrable license to use and to make copies of the training materials with its personnel solely in connection with the Services. Training materials may not be modified by Client or its personnel or disclosed to any third party, including Client's end-user customers. Client shall ensure all personnel shall complete and review all training materials prior to using the Services.

3.3 Reverse Engineering

Client will not reverse engineer, reverse assemble, decompile or disassemble any of PNP's intellectual property, nor will Client attempt to do so or enable any third party to do so or otherwise attempt to discover any source code, modify the Service in any manner or form, or use unauthorized modified versions of the Service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Service. Client is expressly prohibited from sublicensing use of the Service to any third parties. If Client becomes aware that any person has engaged or is likely to have engaged in any of the activities described in this Section 3.3, Client will promptly notify PNP.

3.4 Confidential Information

3.4.1 Any Confidential Information provided by PNP to Client pursuant to this Agreement will remain the exclusive property of PNP. Client will disclose such Confidential Information only to those of its representatives and employees who need to know such Confidential Information for purposes of performing this Agreement, who are informed of the confidential nature of the Confidential Information and who agree, for the benefit of PNP, to be bound by the terms of confidentiality in this Agreement. Client will, and will cause each of its representatives and employees, to keep confidential and not to disclose in any manner whatsoever any Confidential Information provided by PNP pursuant to this Agreement, and not to use such Confidential Information, in whole or in part, directly or indirectly, for any purpose at any time other than for the purposes contemplated by this Agreement. Notwithstanding the foregoing, if Client is a city, county, township or similar entity, or government agency or department thereof, Client may disclose Confidential Information as necessary to comply with applicable public records laws.

3.4.2 For purposes of this Agreement, "**Confidential Information**" means all nonpublic or proprietary information of PNP, including proprietary, technical, development, marketing, sales, operating, performances, cost, know-how, business and process information, computer programs and programming techniques, security features (including, without limitation, multi-level access and log-in features, audit trail setup, interfaces between the Counter Module and the Internet or IVR Modules), all record bearing media containing or disclosing such information and techniques, and anything marked confidential, that is disclosed by PNP to Client pursuant to this Agreement. Confidential Information also includes the terms and conditions of this Agreement.

3.5 Exclusions

The term Confidential Information will not apply to information that: (a) is or becomes generally available to the public other than as a result of a disclosure by Client in breach of this Agreement; (b) was within Client's possession prior to its disclosure by or on behalf of PNP, provided that the discloser of such information was not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; (c) becomes available to Client on a non-confidential basis from a source other than PNP, provided that such source is not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; or (d) is developed independently by Client, as demonstrated by the written records of Client, without use of such information. The confidentiality obligations of Client pursuant to this Agreement will not apply to any Confidential Information of PNP that Client is legally compelled to disclose. In the event Client becomes legally compelled to disclose any Confidential Information provided pursuant to this Agreement, Client will provide PNP with prompt written notice so that PNP may seek a protective order or other

appropriate remedy or waive compliance with the confidentiality provisions of this Agreement.

3.6 Failure to Comply

If Client fails to comply with any of its obligations pursuant to this Section 3, PNP will have the right to immediately terminate this Agreement by providing written notice of such termination to Client.

3.7 Survival

The rights and obligations of the parties provided for in this Section 3 will survive any expiration or termination of this Agreement or its term.

SECTION 4 WARRANTIES; DISCLAIMER

4.1 Warranties

4.1.1 Each party represents and warrants that it has the full legal right, authority and power to enter into this Agreement and perform its obligations hereunder.

4.1.2 PNP represents and warrants that the Services will be provided in a professional, workman-like manner consistent with industry standards.

4.2 Disclaimers

4.2.1 PNP does not represent that Client's or its Customers use of the Services will be uninterrupted or error-free, or that the system that makes the Services available will be free of viruses or other harmful components resulting from the Internet or any third party providers or products outside the control of PNP.

4.2.2 EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 4, PNP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE SERVICE IS PROVIDED TO CLIENT ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY.

SECTION 5 LIMITATIONS OF LIABILITY AND OBLIGATION

5.1 Damages and Liability Limit

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY RELEASES THE OTHER PARTY AND ALL OF THE OTHER PARTY'S AFFILIATES, EMPLOYEES, AND AGENTS FROM ANY SUCH DAMAGES. IN NO EVENT WILL PNP HAVE OR INCUR ANY LIABILITY TO CLIENT OR ANY THIRD PARTY IN EXCESS OF THE AGGREGATE COMPENSATION RECEIVED BY PNP FOR THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM FOR SUCH LIABILITY. THE FOREGOING EXCLUSIONS AND LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

5.2 Refusals of Payment

PNP will not be liable for charge-backs or other refusals of payment initiated by any Customer. All such charge-backs and other refusals of payment will be refunded by PNP to the Customer and Client will mark and otherwise treat the related Customer account as "unpaid."

5.3 Errors and Omissions

PNP will not be liable for any errors or omissions in data provided by Client or Customers. Client will be responsible for the accuracy of data provided to PNP for use in providing the Services.

5.4 Bank Actions

PNP will not be liable for any errors, omissions or delays attributable to the acts or omissions of any bank or other third party involved in the processing of any Payment Device payment.

SECTION 6 CARDHOLDER DATA SECURITY

To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS") in effect and as may be amended from time to time during the term of the Agreement. The current PCI-DSS specifications are available on the PCI Security Standards Council website at <https://www.pcisecuritystandards.org>.

SECTION 7 EXCLUSIVITY

Client agrees that PNP will be the exclusive provider of fee-based electronic payment services and that Client will not procure similar such services from any other party.

SECTION 8 TERM AND TERMINATION

8.1 Term

The initial term of this Agreement will commence on the Effective Date and will end on the third (3rd) anniversary of the Effective Date (the "Initial Term"). This Agreement will automatically renew for successive one (1)-year terms (each, a "Renewal Term," and the Initial Term and any Renewal Term may be referred to as a "Term"). The term of this Agreement will terminate at the end of the Initial Term or any subsequent Renewal Term if either party provides written notice of such termination to the other party at least sixty (60) days prior to the expiration of the applicable Term.

8.2 In the Event of Breach; Effect on Affiliates

8.2.1 Subject to the opportunity to cure set forth below, either party may terminate this Agreement upon sixty (60) days written notice to the other party in the event of a material, uncured breach of any provision of this Agreement by the other party. Such notice by the complaining party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach ("Notice").

8.2.2 Following receipt of Notice, the alleged breaching party shall have sixty (60) days to cure such alleged breach. Upon termination or expiration of this Agreement, Client shall have no rights to continue use of the Service or the Modules. Expiration or termination of the Agreement by Client or PNP shall also terminate the Affiliates' rights under the Agreement unless otherwise agreed by the parties in writing. PNP may terminate the Agreement solely with respect to an individual Affiliate without affecting the rights and obligations of Client and other Affiliates under the Agreement.

8.3 Modification to or Discontinuation of the Service

PNP reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof). In addition, PNP will have the right to discontinue accepting any Payment Device by providing not less than ten (10) days' written notice to Client. In the event that PNP modifies the Service in a manner which removes or disables a feature or functionality on which Client materially relies, PNP, at Client's request, shall use commercially reasonable efforts to substantially restore such functionality to Client. In the event that PNP is unable to substantially restore such functionality within sixty (60) days, Client shall have the right to terminate the Agreement. Client acknowledges that PNP reserves the right to discontinue offering the Service and any support at the conclusion of Client's then-current Term. Client agrees that PNP shall not be liable to Client nor to any third party for any modification of the Service as described in this Section.

SECTION 9 PAYMENT DEVICE TRANSACTION DEPOSITS

The exact amount of each approved Payment Device transaction will be electronically deposited into the Client bank account identified on the Client Application. PNP shall initiate such deposits as specified on the attached Client Application. PNP will provide Client's authorized employees with access to PNP's online transaction reports for reconciliation purposes.

SECTION 10 FORCE MAJEURE

PNP will not be responsible for its failure to perform under this Agreement due to causes beyond its reasonable control, including acts of God, wars, riots, revolutions, acts of civil or military authorities, terrorism, fires, floods, sabotage, nuclear incidents, earthquakes, storms, or epidemics. If the provision of Services under this Agreement is delayed by such an event or condition, PNP will promptly notify Client thereof. PNP will use commercially reasonable efforts to overcome any such cause for delay as soon as is reasonably practicable.

SECTION 11 GOVERNING LAW

This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Florida without reference to its conflicts of law principles.

SECTION 12 NOTICES

All notices or other communications required or permitted by this Agreement must be in writing and will be deemed to have been duly given when delivered personally to the party for whom such notice was intended, or upon actual receipt if sent by facsimile or delivered by a nationally recognized overnight delivery service, or at the expiration of the third day after the date of deposit if deposited in the United States mail, postage pre-paid, certified or registered, return receipt requested, to the respective parties at:

If to Client:	See Merchant Application
If to PNP:	Point & Pay, LLC 110 State St. E, Suite D Oldsmar, FL 34677

MISCELLANEOUS

The headings of sections and subsections of this Agreement are for convenience of reference only and will not be construed to alter the meaning of any provision of this Agreement. PNP is an independent contractor and nothing in this Agreement will be deemed to create any agency, employee-employer relationship, partnership, franchise or joint venture between the parties. Except as otherwise specifically provided in this Agreement, neither party will have, or represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party. Each of the parties will have any and all rights and remedies available to them under all applicable laws. The remedies provided for in this Agreement will be deemed to be non-exclusive and in addition to any other available remedy at law or in equity. All rights and remedies are cumulative and may be exercised singularly or concurrently. Client may not assign or transfer any of its rights or delegate any of its obligations under this Agreement to any third party, by operation of law or otherwise, without the prior written consent of PNP. Any attempted assignment or transfer in violation of the foregoing will be void. This Agreement will be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties. Client shall comply with all applicable laws, rules, treaties, and regulations in its performance of this Agreement. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, the remaining provisions of this Agreement will not be affected and the illegal, invalid, or unenforceable provision will be deemed modified such that it the intention of the parties to the fullest extent possible. No amendment or modification of this Agreement will be effective unless it is in writing and executed by both of the parties. Nothing contained in this Agreement establishes, creates, or is intended to or will be construed to establish or create, any right in or obligation to any third party. This Agreement, the Exhibit(s) and the Client Application set forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

The parties have duly executed this Agreement as of the date of the last signature below (the "Effective Date").

Point & Pay, LLC

By: _____

Name: _____

Title: _____

Date: _____

Peachtree City, GA

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A **Services Description**

The following is a description of all Services and Modules offered by PNP. PNP shall provide the Services to Client and its end-user customers via the specific Modules and Payment Devices chosen by Client in the Client Application. Applicable fees, if any, for Client's elections are set forth on the Client Application. The Services include support and training outlined below at no additional charge to Client.

Service Modules

- **Counter Module.** The Counter Module allows customers to make payments to Client in a face-to-face environment or over the phone using a Payment Device. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the Counter Module. The Counter Module also enables Client's staff to access reports via the web. The Counter Module is required to access the PNP Services. The Counter Module may be used in conjunction with or independently of point-of-sale (POS) terminals.
- **Web Module.** The Web Module allows customers to make payments to Clients online using a Payment Device via a secure website hosted by PNP. Customers who elect to make payments via the Internet can follow a link from the Client website to the Client-branded, PNP-hosted web pages to submit a payment. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the Web Module. Client may elect bill presentment and account validation functionality for the one-time set-up fee set forth on the Client Application under "Data File Integration."
- **Interactive Voice Response (IVR) Module.** The IVR Module allows Customers to make payments to Clients over the phone using a Payment Device. The Customer calls a toll-free phone number provided and managed by PNP to access the Client branded IVR. The IVR system recognizes Customer instructions through making a payment; the phone keypad is used to enter Payment Device numbers. The IVR system is configured and tested by PNP. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the IVR Module. Election of the IVR Module includes a Client-branded IVR environment and, if applicable, Client shall pay the one-time IVR set-up fee for the IVR Module set forth on the Client Application. In addition, Client may elect to have bill presentment and account validation functionality enabled through the IVR for the one-time set-up fee on the Client Application under "Data File Integration."

Customer Payment Devices

Each of the Modules can provide the Customer with the ability to pay by Credit Card, Debit Card and/or Electronic Check.

Training

PNP shall provide instruction manuals and up to four (4) hours of webinar training to Client and Client personnel in connection with the Modules chosen by Client.

Support

The following support shall be provided to Client and Client's customers at no additional charge during the term of the Services:

- **First Level Support.** PNP shall provide first-level support to Customers via PNP's call center. Customer service representatives shall be available 8 a.m. EST to 10 p.m. EST M-F, to handle customer inquiries.
- **Second Level Support.** PNP shall provide first-level support to Client via telephone. Second level support shall be available Monday through Friday during normal business hours.

Support availability shall be exclusive of downtime due to scheduled maintenance or events out of PNP's control. Support for the Products may be modified, suspended or terminated in PNP's sole discretion upon prior written notice.

Exhibit B

Client Application

Partner Code:
Account Representative: Rabin Sawh

Submission Date:
Card Readers Quantity: Price per reader: \$

Target Live Date:
Client Profile
Client Legal Name as filed with the IRS:
Federal Tax ID:
DBA: Peachtree City Permits and Licenses

Physical Address: 151 Willowbend Rd

City: Peachtree City

State: GA

Zip: 30269

Website Address: https://www.peachtree-city.org/

Phone # to display on customer receipts: 770-487-7657

Contacts
Primary Contact Name:
Primary Phone #:
Primary Email:

Kelly Bush

770-632-4279

KBush@peachtreecity.org

Accounting Contact:
Accounting Phone #:
Accounting Email:

Cindy Light

770-632-4269

clight@peachtree-city.org

Payment Types
☒ Visa, MasterCard ☒ Discover ☒ AMEX ☒ Electronic Check

☐ Utility Program

☐ Debit Tax Program

Fee Summary
☐ Fees Absorbed by Client

☒ Fee Paid by Customer

☐ Credit Card – Flat Fee \$

☒ E-check – Flat Fee \$1.00 up to 25,000

☒ Credit Card - Percentage Fee 2.5%

☐ Echeck – Returned Item Fee \$

☒ Credit Card - Minimum Fee \$1.95

☐ Credit Card - Chargeback Fee \$

☐ Visa Tax Program –Debit \$

☐ MasterCard TaxProgram–Debit \$

☐ Other (See Notes)

☐ Credit Card - Tiered Fees: Describe:

0-50 = \$

50.01-100= \$

Each Additional \$100.00 = \$

Each Additional \$50.00 = \$

Product Summary
Software Partner:

Product Name	Total Annual Collections for Payment Type	Average Payment Amount	Highest Payment Amount
1 Peachtree City Business Permits	\$1,125,636	\$301.46	\$
2 Peachtree City Business Licenses	\$418,574	\$230.24	\$
3 Peachtree City Alcohol Licenses	\$333,600	\$1,052.37	\$
4	\$	\$	\$
5	\$	\$	\$
6	\$	\$	\$

Banking Summary
Deposit Structure: ☐ Net Settlement ☐ Debit

Product Name (or # from above)	Bank Name	Routing #	Account #	Acct Type
Peachtree City Business Permits				☐ Check. ☐ Savings
Peachtree City Business Licenses				☐ Check. ☐ Savings
Peachtree City Alcohol Licenses				☐ Check. ☐ Savings
				☐ Check. ☐ Savings
				☐ Check. ☐ Savings
				☐ Check. ☐ Savings

Channels / Notes
☒ POS ☒ IVR ☒ Web ☐ Web/EBPP If all products do not match each channel, please note details below

Signature

The undersigned agrees to abide by the Terms and Conditions of the Global Merchant Services Agreement, viewable at www.pointandpay.com/agreement.

Signature

Title

Name

Date



Client Application

Page 70 of 178 (Shaded areas are for internal use only)

Partner Code:

Account Representative: **Rabin Sawh**

Submission Date:

Card Readers Quantity: Price per reader: \$

Target Live Date:

Client Profile

Client Legal Name as filed with the IRS:

Federal Tax ID:

DBA: Peachtree City Utilities

Physical Address: 151 Willowbend Rd

City: Peachtree City

State: GA

Zip: 30269

Website Address: <https://www.peachtree-city.org/>

Phone # to display on customer receipts: 770-487-7657

Contacts

Primary Contact Name:

Primary Phone #:

Primary Email:

Kelly Bush

770-632-4279

KBush@peachtreecity.org

Accounting Contact:

Accounting Phone #:

Accounting Email:

Cindy Light

770-632-4269

clight@peachtree-city.org

Payment Types

☒ Visa, MasterCard ☒ Discover ☒ AMEX ☒ Electronic Check☐ Utility Program☐ Debit Tax Program

Fee Summary

☐ Fees Absorbed by Client☒ Fee Paid by Customer☒ Other (See Notes)☒ Credit Card – Flat Fee \$1.95 up to \$200, see notes☒ E-check – Flat Fee \$1.00 up to 25,000☐ Credit Card - Tiered Fees:
Describe:☐ Credit Card - Percentage Fee %☐ Echeck – Returned Item Fee \$

0-50 = \$

☐ Credit Card - Minimum Fee \$

50.01-100 = \$

☐ Credit Card - Chargeback Fee \$☐ Visa Tax Program –Debit \$

Each Additional \$100.00 = \$

☐ MasterCard TaxProgram–Debit \$

Each Additional \$50.00 = \$

Product Summary

Software Partner: BS&A

Product Name	Total Annual Collections for Payment Type	Average Payment Amount	Highest Payment Amount
1 Peachtree City Utilities	\$2,345,068	\$95.87	\$
2	\$	\$	\$
3	\$	\$	\$
4	\$	\$	\$
5	\$	\$	\$
6	\$	\$	\$

Banking Summary

Deposit Structure: ☐ Net Settlement ☐ Debit

Product Name (or # from above)	Bank Name	Routing #	Account #	Acct Type
Peachtree City Utilities				☐ Check. ☐ Savings
				☐ Check. ☐ Savings
				☐ Check. ☐ Savings
				☐ Check. ☐ Savings
				☐ Check. ☐ Savings
				☐ Check. ☐ Savings

Channels / Notes

☒ POS ☒ IVR ☒ Web ☐ Web/EBPP If all products do not match each channel, please note details below

Credit Card: \$1.95 up to \$200; all payments within each \$100 range add \$3.00

Signature

The undersigned agrees to abide by the Terms and Conditions of the Global Merchant Services Agreement, viewable at www.pointandpay.com/agreement.

Signature

Title

Name

Date

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 12, 2018

SUBJECT: Public Hearing: Consider Variance Request, R-22 Zoning Side Setback Requirement, 306 Pemberton Court
July 19, 2018 City Council Meeting

Case Number:	PV18-0006
Request:	Variance from Section 1001.4 (h), Zoning Ordinance One (1) foot encroachment into 15-foot side setback
Property Location:	306 Pemberton Court, Lot 17 The Oaks at Timberlake
Current Zoning:	R-22, One Family Residential
Parcel Size:	0.76 Acres
Property Owner/ Applicant	Bryan & Cheryl Cooper

Request

The Applicant is requesting relief in the form of a variance from the side setback requirement [Section 1001.4(h)] of the R-22, One-Family Residential zoning district which requires a minimum side building setback of 15 feet. On February 7, 2018, the Applicant obtained a building permit to construct a detached garage at the subject property. The site plan submitted as part of the building permit application specified that the proposed improvement would be located 16' 5" from the side building setback line, in compliance with the required side setback requirement of 15 feet.

Section 18-120 of the Code of Ordinances requires that a foundation survey be submitted for approval for any structure proposed to be located within five (5) feet of any required setback line. In compliance with Section 18-120, the Applicant had a surveyor prepare a foundation survey. That survey revealed that the improvement encroaches into the required side setback by one (1) foot. As a result, the Applicant is requesting relief in the form of a variance to make the improvement conforming.

As part of the application, the Applicant has included a justification narrative, a site plan showing the proposed improvement in relation to the side property line and building setback line, building elevations, photographs, and letters from adjacent property owners. A copy of the complete application is attached.

306 Pemberton Court Variance Request

Page 2

Subject Property

The subject property is generally flat to gently sloping and rectangular in shape. The existing home is generally centered on the lot.

Variance Consideration

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

- (a) The request is in harmony with the intent of the zoning ordinance
- (b) The application of front setbacks on this property would create a hardship. There must be some extraordinary conditions on this property (such as size, shape, or topography) that similarly zoned properties do not have to contend with.

Variance Criteria

Section 1207 of the Peachtree City Zoning Ordinance states the City Council shall not grant a variance 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;

Staff Comment: There are no special circumstances applicable to the property.

- (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;

Staff Comment: No evidence of practical difficulties or unnecessary hardship was presented as part of the application.

- (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;

Staff Comment: There are no exceptional or extraordinary circumstances present on the property.

- (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;

Staff Comment: Granting this variance would constitute the granting of a special privilege inconsistent with the setback requirements 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

306 Pemberton Court Variance Request

Page 3

Staff Comment: Granting of a variance in this case would not be detrimental to public health, safety, or general welfare. The applicant has the support of the adjacent property owner that is most impacted by the improvement.

- (f) *The granting of such variance will not create inconsistencies with any objective of the Comprehensive Plan.*

Staff Comment: Granting of the variance would not create any significant inconsistencies with the Comprehensive Plan, which encourages the protection of the character of existing neighborhoods as well as the redevelopment and reinvestment within neighborhoods.

Recommendation

Should Council choose to approve the variance request, staff recommends the following condition:

1. The variance shall be limited to an encroachment of no more than one (1) foot into the side building setback as shown on the foundation survey submitted by the Applicant. There shall be no other encroachments permitted without first securing additional variances.

ATTACHMENTS



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 + \$100
for each additional request

Receipt # _____
Date Filed ____ / ____ / ____
Case # _____
Office Use Only

VARIANCE LOCATION	Street Address <u>306 Pemberton Ct PTC</u> <u>Timberlake Oaks</u>	PROPERTY OWNER	Name <u>Brian & Cheryl Cooper</u>
	Zoning District: ☒ Residential ☐ Multi-Family ☐ Commercial/Industrial/Office		Phone <u>678-234-1418 / 770-842-9588</u>
VARIANCE LOCATION	Variance Type: ☐ Administrative ☐ Special Exception ☒ Variance (check one below)	PROPERTY INFO	Email <u>cooperow@comcast.net</u>
	Variance from which ordinance: ☐ Sign ☐ Fence ☐ Land Development ☐ Zoning		Subdivision: <u>Timberlake</u>
APPLICANT	Name <u>Brian & Cheryl Cooper</u>	SUPPORTING DOCUMENTS	Phase: <u>Oaks</u> Lot # <u>17</u>
	Address <u>306 Pemberton Ct</u> City, State, Zip <u>Peachtree City GA 30269</u> Phone # <u>678-234-1418 / 770-842-9588</u> Email <u>cooperow@comcast.net</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	
ADMINISTRATIVE VARIANCE	3.) Is the violation an existing setback violation?	☐ Yes ☐ No	
	4.) How long has the violation existed?	____ Years	
ADMINISTRATIVE VARIANCE	5.) What is the required setback?	____ Feet	
	6.) How much of a variance is being requested?	____ Feet	
ADMINISTRATIVE VARIANCE	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	
SPECIAL EXCEPTION	3.) Is the violation an existing setback violation?	☐ Yes ☐ No	
	4.) Application for a bldg setback, fence, or parking?	(Circle One)	
SPECIAL EXCEPTION	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?	
VARIANCE	2.) How much of a variance is being requested?	New garage structure is partially one foot over setback
	3.) Were you the owner of the property when the violation occurred? (If not, who was?)	
VARIANCE	☒ Yes ☐ No	
	☒ Yes ☐ No	

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 5.28.18

OFFICE ONLY

ADMINISTRATIVE VARIANCE	Signature: _____
Date of Acceptance: _____	Date of Hearing: _____
SPECIAL EXCEPTIONS & VARIANCE FROM ORDINANCES	☐ Approved ☐ Denied
	☐ Approved with Conditions
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: _____	Date of Acceptance: _____ Date of Public Hearing: _____

May 27, 2018

Cheryl and Brian Cooper
306 Pemberton Ct
Timberlake Oaks
Peachtree City, GA

Dear City Council Members,

Brian and I, Cheryl, are requesting a Variance to our current building project located at the above address and our current residence. Briefly, our addition of a two-car garage is in the process of being built and a recent foundation survey has shown the back left of the structure is over the 15' setback by one foot.

Brian and I are serving as the General Contractor for the project and our building permit is for a two-car garage and screen porch. We initially had a property survey done prior to the architectural plans being drawn. The plans were then submitted to the city, as well as our homeowners association and were approved by all parties. When Brian picked up the permit, he specifically asked what inspections and processes needed to be done and if there was a list of items to be completed. He was informed of 5 required inspections. As the process began, the necessary plumbing and slab inspections were approved. The framing and roofing have been completed along with the stubbing for electrical and plumbing. When I called for those inspections I was told I needed to get a foundation survey prior. I called the same company who had done the first survey and they came out that same day. The owner called with the news of the setback issue.

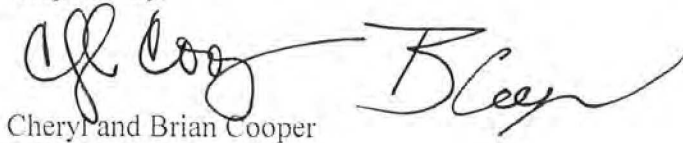
Immediately I called the building department and Brian and I met with Mike Warrix that same day. We took all of the plans and paperwork and shuffled through trying to understand where the miscalculations took place. The original architectural plans show the garage would be 17' 1" at the front left corner and 16' 5" at the back left corner in relation to the property line. The plans also show 6' between the house and the 22' wide garage and to be parallel to the existing house. These measurements have been verified and the plans clearly show the new garage structure within the setback. The new survey shows the garage is at 15' 8" at the front left corner and 14' 0" at the back left corner in relation to the property line causing a one foot overage at the greatest. The skew over the setback line starts at 19' 3" down the left side of the 36' length garage.

In the meeting with Mr. Warrick, he suggested we cut the concrete slab to get within the setback. As seen in the pictures, the garage has basically passed the point of structural modification. If made to do so, we would incur a huge expense to tear down the roofing and framing and cut the concrete. There was a severe erosion issue before our project so to intercept potential flooding into the garage, we added a 12" concrete footer wall on the left side and back side on top of the 7" of concrete slab. We would then need to re-pour and pay for additional concrete, repurchase the framing, siding and roofing supplies, repay for labor – somewhere in the \$25,000-\$30,000

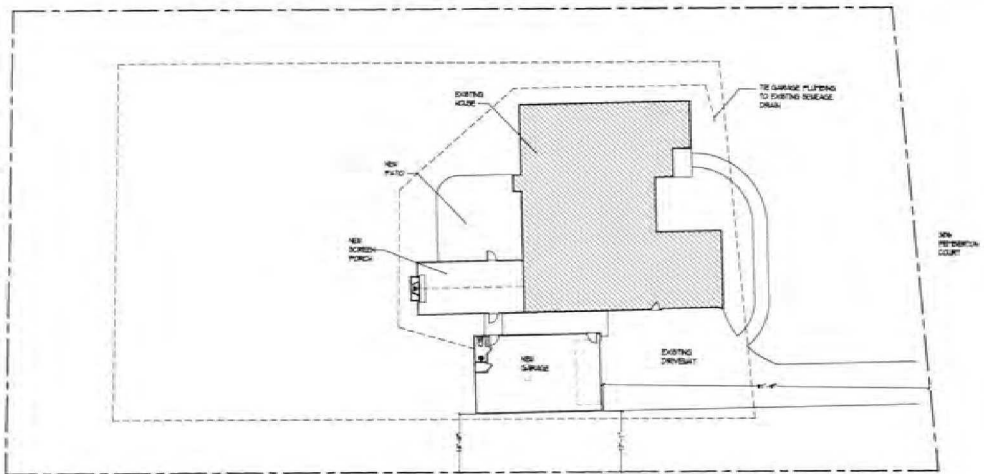
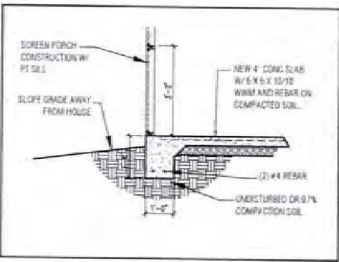
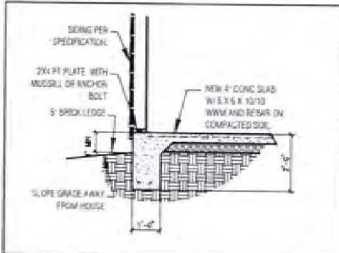
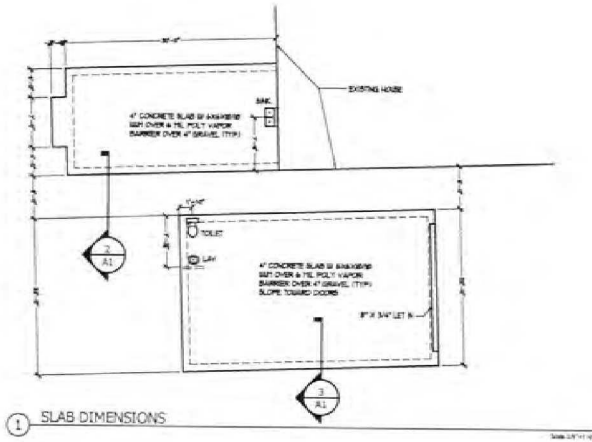
range and months of additional construction that our neighbors/neighborhood would have to endure. This additional financial burden could stifle this project and would completely halt other improvements in process consisting of exterior painting of the entire house, purchase of new windows, and total yard landscaping.

Brian and I feel we have followed the city building procedures, read posted website instructions, used licensed contractors and built with the given approved information. Unfortunately this seems to be an honest mistake somewhere along the way. This certainly was not intentional on our part and we are both genuinely troubled by the error. We have spoken to our neighbors that are directly impacted and all are understanding and are petitioning on our behalf that the variance be granted. (See enclosed statements) Our overall plan in buying this house a year and a half ago was to stay in the neighborhood we already loved and make this our "new and improved" long-term home. We strongly feel the structures and improvements are adding significant value to not only to an aging house, but Timberlake and in turn, Peachtree City. As proud homeowners in Peachtree City, we earnestly request the Council's approval of the variance.

Respectfully,

The image shows two handwritten signatures in black ink. The signature on the left is for Cheryl Cooper, and the signature on the right is for Brian Cooper. Both signatures are fluid and cursive.

Cheryl and Brian Cooper



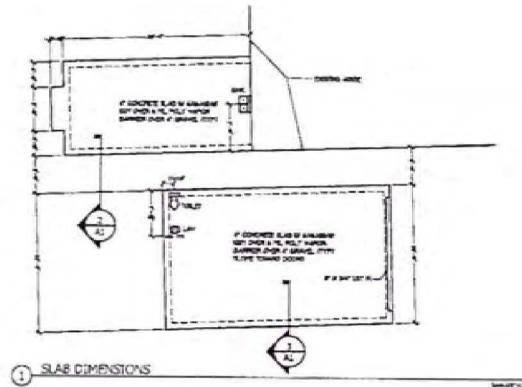
COOPER RESIDENCE ADDITIONS
306 HEMERTON COURT
PEACHTREE CITY, GA 30269

DeGolian Residential
128 Interloch Drive
Peachtree City, GA 30269

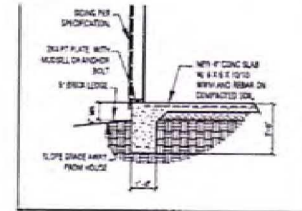
MHD Master Home Designs, Inc.
128 INTERLOCH DRIVE, SUITE 101, PEACHTREE CITY, GA 30269
PHONE: 404.399.1234 FAX: 404.399.1235
WWW.MHDDESIGNS.COM

ARCHITECTURAL SITE PLAN

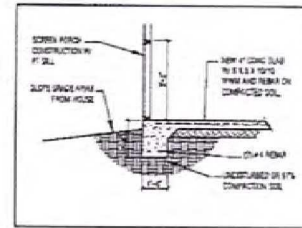
AI



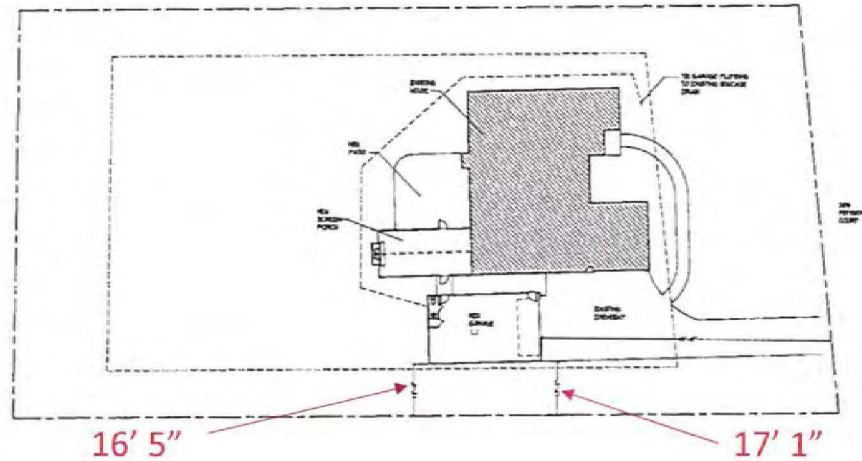
1 SLAB DIMENSIONS



3 FOUNDATION DETAIL - GARAGE



2 FOUNDATION DETAIL - SCREEN PORCH



1 ARCHITECTURAL SITE PLAN

COOPER RESIDENCE
ADDITIONS
304 WILSON COURT
PODUNK CITY, GA 30169

DeGollan Residential
778 Interlockin Drive
Podunk City, GA 30169

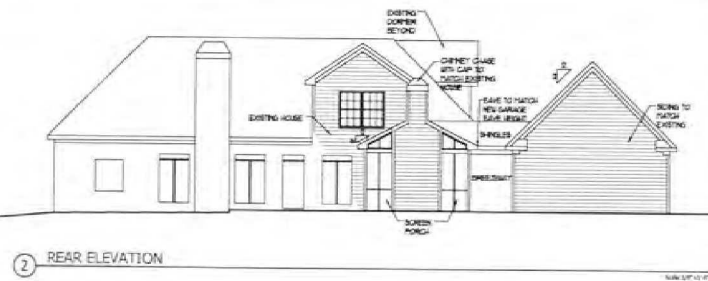
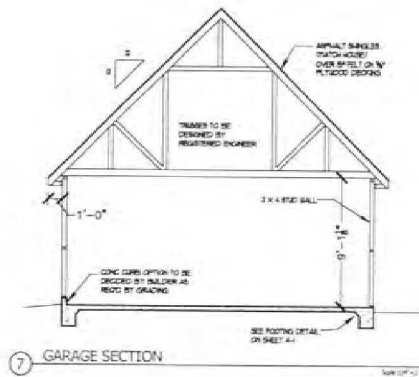
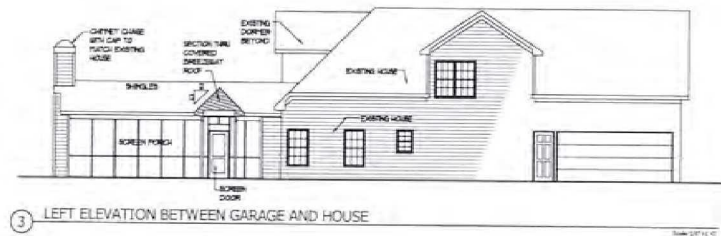
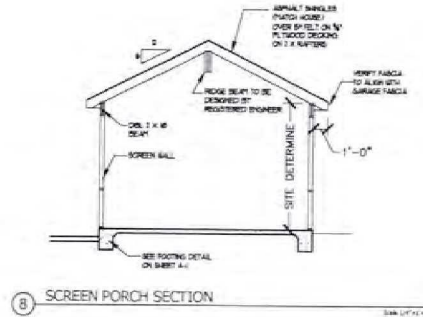
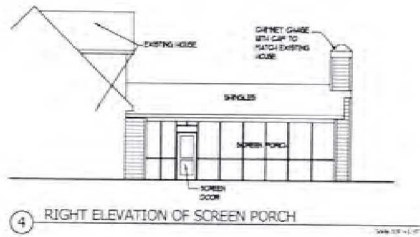
MHD Master Home Designs, Inc.
PO BOX 10000, GA 30108
PO BOX 10000, GA 30108
PO BOX 10000, GA 30108

ARCHITECTURAL
SITE
PLAN

AI
1/2\"/>



A2



COOPER RESIDENCE
ADDITIONS
3006 FEMBERTON COURT
PEACHTREE CITY, GA 30263

DeGolian Residential
128 Interlochin Drive
Peachtree City, GA 30269

YHD Master Home Designs, Inc.
128 INTERLOCHIN DRIVE, PEACHTREE CITY, GA 30269
TEL: 404.399.1234 FAX: 404.399.1235
WWW.YHDDESIGNS.COM

ELEVATIONS

A3



 FAN WITH OPTIONAL LIGHT FIXTURE
 CEILING MOUNTED LIGHT FIXTURE
 WALL MOUNTED LIGHT FIXTURE
 RECESS CAN LIGHT FIXTURE
 EXTERIOR FLOOD LIGHT FIXTURE
 DUPLEX OUTLET
 200 V OUTLET
 PHONE CONNECTION
 CABLE TV CONNECTION
 EXHAUST FAN
 UNDER COUNTER FIXTURE
 WALL SWITCH
 SMOKE DETECTORS
 JUNCTION BOX

NOTES: GFI OUTLETS IN BATHROOMS, GARAGE AND KITCHEN OUTLETS IN BEDROOMS.

YHD Master Home Designs, Inc.

DAVID LUTHE, CHAIRMAN, INC. 4000 20TH ST. SUITE 201 NEW ALBANY, INDIANA 46050-1000
 PLAN AND THE CONSTRUCTION TEAM HAD A LOT OF CHALLENGES AND CONSTRUCTION TO BUILD FROM
 © 2000 YHD ART. 10/00

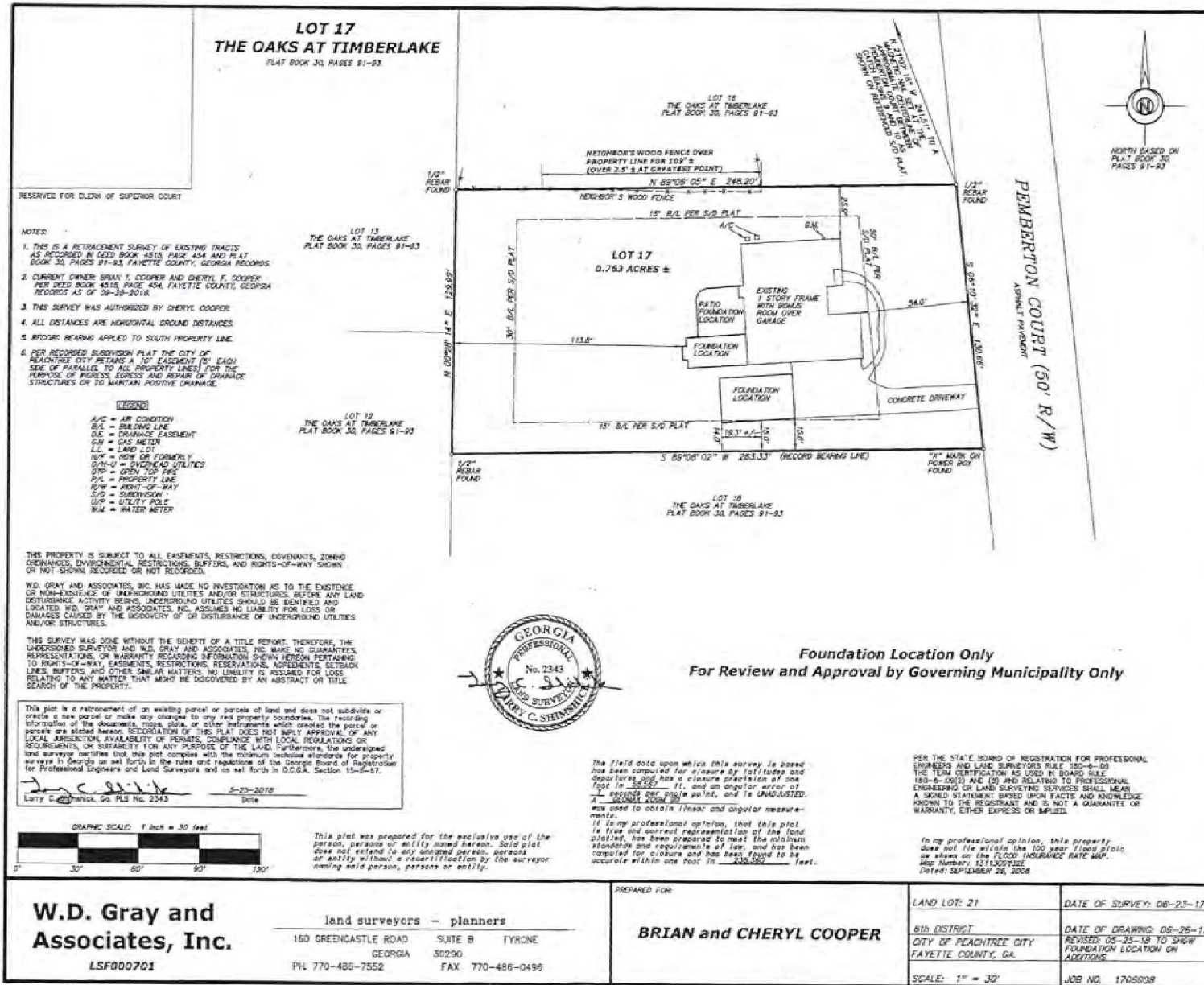
4-227



4-228

2-48-17

COOPER
2nd survey





Foundation Location Only
For Review and Approval by Governing Municipality Only

Cooper
View from neighbor driveway

Page 85 of 179



COOPER Garage Addition

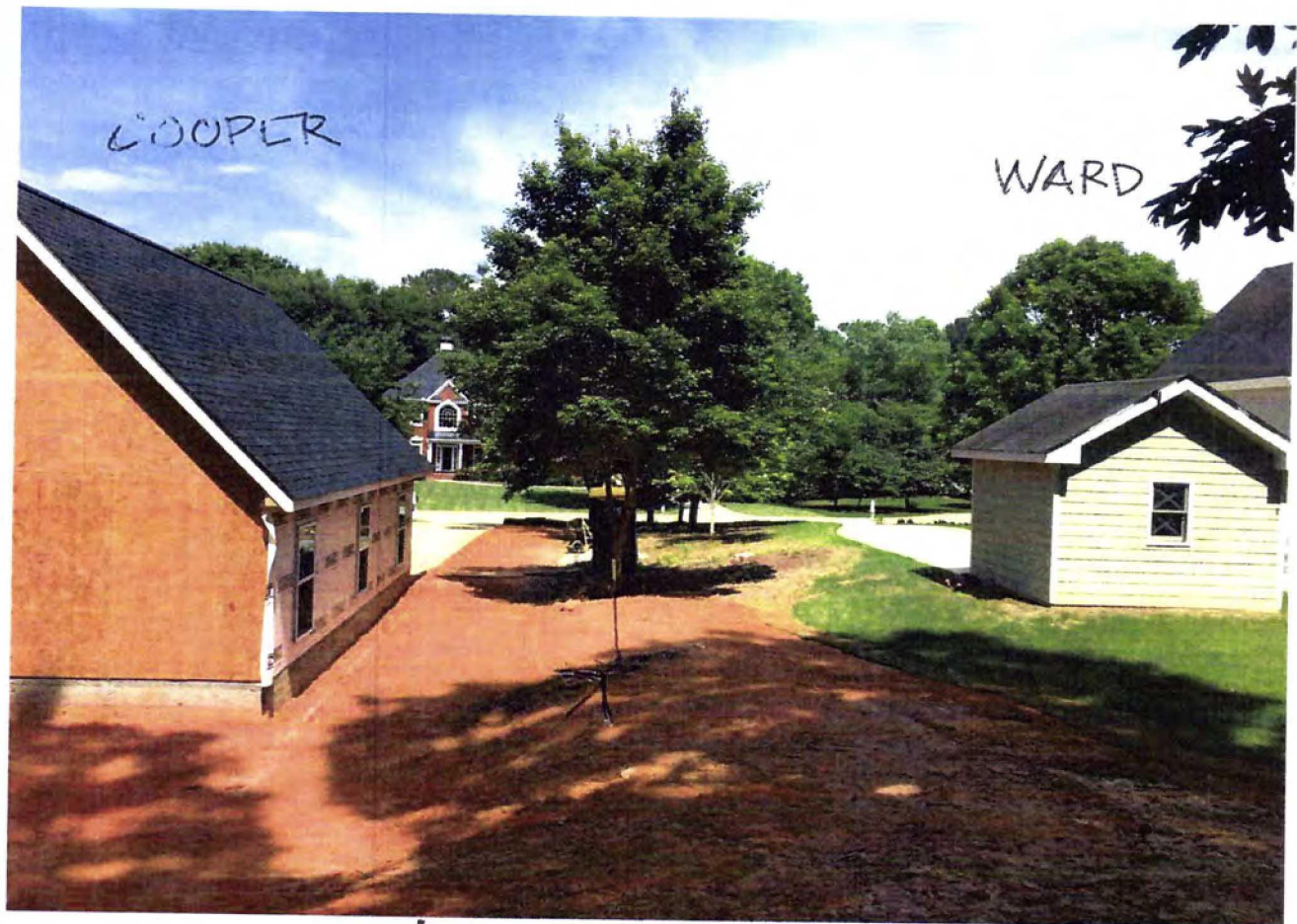
Page 86 of 179



Cooper Total Front View



COOPER



|
approx property line

COOPER

--- Approx Property line





153 WILLOWBEND ROAD, PEACHTREE CITY, GA 30269
PHONE: 770-487-8901 INSPECTION REQUEST LINE: 770-631-2588 EXT 1222

PRA18-0003

Issued: 02/07/2018
Expires: 10/03/2018

Residential Add/Alter

This permit conveys no right to occupy any STREET, ALLEY, or SIDEWALK, or any part thereof either temporarily or permanently.

LOCATION	TENANT/OCCUPANT	CONTRACTOR
306 PEMBERTON CT Sub: OAKS AT TIMBERLA Lot: 17 PID: 060215017 Zoning: R-22 Setbacks* Front: 50.00 Rear: 30.00 Side Left: 15.00 Side Right: 15.00 * Always verify zoning setbacks with the official plat of the property.	THE GERSON LIVING TRUST 306 Pemberton Ct PEACHTREE CITY GA 30269 Phone: (678) 234 1418 Email:	Brian & Cheryl Cooper 306 Pemberton Ct PEACHTREE CITY GA 30269 Phone: (678) 234 1418 Email:

Work Description: Add garage and screened porch onto house, attached by a breezeway

Stipulations: A foundation survey is required immediately after the foundation is set.

Permit Item	Work Type	Fee Basis	Item Total
Residential Permit Fee Schedule	Permit Fees	1,200.00	775.00
Residential Plan Review	Plan Review Fees	1.00	150.00
Estimated Construction Cost:			\$75,000.00

ALL PERMITS ARE REQUIRED TO HAVE AN INSPECTION
FOR NEXT BUSINESS DAY INSPECTION

CALL 770-631-2588 EXT. 1222 - BEFORE 3:30 P.M.

A.M. (8:00 - 11:59) OR P.M. (12:00 - 4:00) MAY BE REQUESTED

A Foundation Survey is required for ALL new commercial construction and residential construction that will be within 5 feet of a required setback line. This survey must be submitted after the foundation phase of the project, and no work shall be done on that structure beyond the foundation phase until the survey is approved.
(Section 18-120 of the Peachtree City Code of Ordinances)

Fee Total: \$925.00
Amount Paid: \$925.00
Balance Due: \$0.00

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS OR IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS STARTED. SEPARATE TRADE AFFIDAVITS ARE REQUIRED FOR ELECTRICAL, PLUMBING, HEATING, AND AIR CONDITIONING PRIOR TO PERFORMANCE OF CONSTRUCTION. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION.

THIS PLACARD MUST BE POSTED IN A CONSPICUOUS PLACE ON THE JOB AND MUST BE VISIBLE FROM THE PUBLIC RIGHT-OF-WAY. ALL WORK TO BE DONE IN ACCORDANCE WITH PLANS ON FILE WITH THE CITY OF PEACHTREE CITY.

Owner/Agent

Date

Building Department Representative

Date

Residential Add/A PRA18-0003

Status: ISSUED

Property: 306 PEMBERTON CT
City: Peachtree City

Parcel: 060215017

Lot No. 17

Subdivision:
OAKS AT TIMBERLAKE, THE

Owner: Brian & Cheryl Cooper
Issued: 02/07/2018

Occupant: THE GERSON LIVING
Expires: 10/02/2018

Applicant: Brian & Cheryl C

Description:

Add garage and screened porch onto house, attached by a breezeway

Stipulations:

A foundation survey is required immediately after the foundation is set.

Inspection Information:

Type: Slab/ Monoslab

Status: Scheduled

Scheduled: 04/06/2018

Inspector: Brent Croft

Result:

Completed:

Cheryl Cooper 678-234-1418 Exterior Concrete Slab

May 28, 2018

Kevin J. Berger
313 Pemberton Court
Peachtree City, GA 30269

To Whomever It May Concern,

This letter provides our support and encouragement to Brian and Cheryl Cooper relating to the improvements and construction additions recently started at their home at 306 Pemberton Court, Peachtree City, GA 30269. Our property, at 313 Pemberton Court, Peachtree City, GA 30269, sits directly across the street from the Cooper residence and has a full and unobstructed view of the property and work underway.

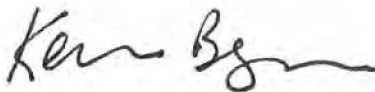
We support the additions and improvement to the property not only because of the positive impacts to property values but the project continues a multi-year string of significant property enhancements throughout our community. Additionally we support the project because the Coopers have engaged the appropriate resources to ensure the project meets the architectural intent of the property and community as well as integrating a number of premium design features into the design.

Our support also extends to the requested city variance allowing the back corner of the improvement project to sit within the 15' property setback. As a view stakeholder we do not believe a structural and architectural modification to the back corner is desirable as this change would negatively impact the aesthetic and functional purpose of the project.

In closing, we encourage the City to continue policies and processes that encourage and support investment and growth in our community which includes working reasonably with property owners to resolve minor ordinance conflicts.

If you would like to continue communication on this matter please do not hesitate to contact me at 404-824-3029 or kjb4z@alumni.virginia.edu.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Berger", with a stylized flourish at the end.

Kevin J. Berger

May 28, 2018

To the Peachtree City City Council Members:

Cheryl and Brian Cooper were my former neighbors for 12 years at their previous home, which is also in both of our current neighborhood, The Oaks at Timberlake. (The Coopers purchased their new house just several houses down from their previous house within the same neighborhood.)

During their residence in that home, they made numerous, significant interior and exterior improvements to both the dwelling and the landscape which greatly improved the value and curb appeal to our neighborhood. We were delighted with the improvements.

Now, they are rehabbing their new (to them), yet dated and very plain home in our same neighborhood. I know firsthand that they put many hours of planning, study and research, along with seeking professional guidance for their plans prior to commencing this new addition. Even at this phase of the project, it is easy to see how it is enhancing their existing home and the aesthetics of the cul-de-sac. Updating and improving these 18 year old homes improves property values for all of us in the neighborhood as well as the community, and this is a beautifully designed and significant improvement.

The Coopers have made every effort to plan and manage this project following all neighborhood and Peachtree City regulations. We strongly support granting them this variance to proceed.

Sincerely,

A handwritten signature in cursive script that reads "Susan Markle".

Susan and Jeff Markle, 203 Knollwood Ct, PTC

Thomas and Jennifer Ward

308 Pemberton Court

Peachtree City, GA 30269

Tward16@yahoo.com

28 May 2018

RE: 306 Pemberton Court, Timberlake – The Oaks

To Whom It May Concern:

Our property is immediately next to the Coopers and we ask that you approve the Coopers construction variance request. We believe this upgrade to their property will only enhance the value of our property as well as the value of homes in Peachtree City.

The variance of the collective twelve inches that is outside of the fifteen feet required by the code, does not affect our ability to enjoy our property and there is no discernible impact on the landscape.

Respectfully submitted,

Jennifer Ward

Tom and Jennifer Ward

CITY OF PEACHTREE CITY**INTEROFFICE MEMORANDUM**

TO: Mayor & Council Members

VIA: Jonathan N. Rorie, City Manager 

FROM: David Borkowski, P.E., M. ASCE, City Engineer

DATE: July 11, 2018

SUBJECT: Floodplain Variance Request for 10, 11, and 12 Northlake Circle
July 19, 2018, City Council Meeting

Recommendation:

Staff recommends that City Council deny a variance request to Sections 1007.5.1 and 1007.5.2 of the Floodplain management/flood damage prevention ordinance in Article X of the Land Development Ordinance.

Discussion:

A Fire damaged the units located at 10, 11, and 12 Northlake Circle in the Tinsley Mill development on January 14, 2018. As part of normal procedure, when structures that are located in the floodplain are damaged, staff requested information relative to the damages to determine if the structures had been damaged over 50% of the fair market value prior to the damage. The reason for this request is that If a structure is damaged over 50% of its value, the ordinance requires that the structure be rebuilt to meet current floodplain standards.

Based in information submitted by the Tinsley Mill Homeowners Association (TMHA), the cash value of the repairs is equal to \$211,115.77. The 50% value of the structure is \$184,100, based on the latest Fayette County Tax Assessor's information; therefore, the structure would have to be elevated to comply with our ordinance.

In this case, current standards would require the structure to be elevated three feet above the 100-year flood elevation, or one foot above future conditions flood elevation, whichever is higher. This means that based on existing elevations of the structure, it would have to be raised approximately three and a half feet at one end and almost one and a half feet at the other end.

The TMHA is requesting a variance to the elevation requirement. The basis for the variance request is that compliance will cause a significant financial hardship to the TMHA. According to documentation supplied by TMHA, they had purchased the maximum amount of coverage available, and the cost of elevation the structure would not be covered. This would require the TMHA to add a special assessment on the property owners that they were not expecting or afford.

The Land Development Ordinance has Review criteria for variances as outlined below. Staff has reviewed the application against the criteria and has made determinations as follows.

Sec. 1303. - Review criteria.

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;

Staff Determination – Criteria met. Due to the flat topography of the area and the proximity of the development with the confluence of two creeks, most of the development is in a flood prone area. Most other residential developments in the City have floodplain/creeks in the rear of the property away from buildings or in Greenbelts dedicated to the City. This development was built in the early 1970's before any floodplain information was available to go by to restrict development.

- (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 land development ordinance, or would deprive the applicant of privileges granted to others in similar circumstances;

Staff Determination – Criteria not met. The purpose and intent of the Land Development Ordinance is to reduce or eliminate flood damages. This ordinance was specifically crafted to try to mitigate future flood damages. The City has record of at least one flooding event in this structure in 2005. Any other residential lot in similar circumstances would be required to be elevated if it were damaged over 50% and in the floodplain. Some example areas would be Wynnmeade, Golfview, and Ridgelake.

- (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;

Staff Determination – Criteria not met. The only apparent factor in non-compliance would be financial.

- (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; and

Staff Determination – Criteria met. Residential structures are allowed in the same zoning district throughout the City.

- (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.

Staff Determination – Criteria met. If the variance was granted, the structure would be on the same foundations as before the fire. There would be no difference in flooding conditions from before.

- (f) The granting of such variance will not create inconsistencies with any objective of the comprehensive plan.

Staff Determination – Criteria met because granting of the variance would not create any significant inconsistencies with the Comprehensive Plan.

The Floodplain management/flood damage prevention ordinance also has variance conditions in it. The conditions and Staff's determinations are outlined below.

Section 1007.6 (8) Conditions for Variances:

- (a) A variance shall be issued only when there is:
 - (i) A finding of good and sufficient cause;
 - (ii) A determination that failure to grant the variance would result in exceptional hardship; and
 - (iii) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, or the creation of a nuisance.

Staff Determination – Staff determined that (a)(iii) above is met because if the structure is built back as before, the flood impacts will be the same as they have always been. The other two conditions are not met as the ordinance is intended to mitigate flood hazards and the only hardship is financial.

Budget Impact:

This variance will have no budgetary impact.



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 + \$100
for each additional request

Receipt # _____

Date Filed ____ / ____ / ____

Case # _____

Office Use Only

VARIANCE LOCATION	Street Address <u>10, 11, 12 Northlake Circle</u> <u>Peachtree City GA 30269</u>	PROPERTY OWNER Name <u>Tinsley Mill Village GA, Inc</u> Phone <u>Steve Harrison 678 423.0555 x3</u> Email <u>steve.harrisonkpm@gmail.com</u>
	Zoning District: ☒ Residential ☐ Multi-Family ☐ Commercial\Industrial\Office	
VARIANCE TYPE	Variance Type: ☐ Administrative ☐ Special Exception ☒ Variance (check one below)	PROPERTY INFO Subdivision: <u>Tinsley Mill Village</u> Phase: _____ Lot # _____
	Variance from which ordinance: ☐ Sign ☐ Fence ☐ Land Development ☐ Zoning	
APPLICANT	Name <u>Steve Harrison, Property Manager</u> Address <u>PO Box 536</u> City, State, Zip <u>Shirpsburg GA 30277</u> Phone # <u>678 423.0555 x3</u> Email <u>steve.harrisonkpm@gmail.com</u>	SUPPORTING DOCUMENTS 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) <u>Compliance with ordinance will cause financial hardship upon Association Members.</u>
	1.) Is a current survey included with the application? ☒ Yes ☐ No	
	2.) How much of a variance is being requested? _____ Feet	
	3.) Were you the owner of the property when the violation occurred? (If not, who was?) ☒ Yes ☐ No	

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: Steve Harrison Date 14 May 18

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: _____	Date of Acceptance: _____	Date of Public Hearing: _____

Steve Harrison
MB 770. 634. 8874

VARIANCE & APPEALS ORDINANCE

For the complete Variance Ordinance please reference Appendix A Zoning, Article XII in Peachtree City's Code of Ordinances

A variance is a quasi-judicial exception from the law. There are three types of Variances in Peachtree City:

- (a) Administrative variance.
- (b) Special exception variance.
- (c) Variance.

Administrative variance:

These variances are reviewed by a special committee and do not require a public hearing. Applications may be considered only if these requirements are met:

- (a) The request only pertains to a zoning setback requirement;
- (b) The request only pertains to an existing setback violation;
- (c) The request is for an encroachment that would not exceed 25 percent of the required setback, up to a maximum of ten feet;
- (d) The setback violation being requested has been existing for at least one year; and
- (e) The property owner making the request is not the same property owner who was responsible for the violation.

Special exception variance:

This type of variance must be reviewed by the Planning Commission and the City Council. A special exception variance may be considered for only the following:

- (a) A decrease of not more than 25 percent of the minimum building setback; provided that the property line in question and the associated building setback adjoins a city-owned greenbelt or open space and there is no other possible location on the property that would accommodate the proposed building expansion without encroaching into the established building setback.
- (b) A decrease of not more than 25 percent in the minimum number of parking spaces required by the city's parking ordinance; provided the applicant identifies on the site plan where this parking would be located if needed in the future.
- (c) An increase in the maximum height of a fence or wall; only if:
 - (1) Such wall or fence is justified by reason of security or privacy and will not unduly prevent passage of light and air to adjoining properties and is not incompatible with the surrounding neighborhood;
 - (2) Such greater height is justified by requirements for security of persons or property in the area;
 - (3) Such greater height is justified for topographic reasons; or
 - (4) Such greater height, in the yard or yards involved, is not incompatible with the character of the surrounding neighborhood.

In no case shall a special exception variance be granted from the conditions of approval imposed on a parcel through a zoning change granted by the city council.

Variance:

A request for variance shall be heard by the city council at a public hearing. An application for a Variance will only be considered complete when these 5 items are included:

- (1) A completed variance application with payment
- (2) A site plan showing relevant information, including the proposed variance and measurements from property lines.
- (3) A detailed report answered how the 6 requirements to approve a variance are met
- (4) Digital photographs or other supporting graphics
- (5) Letters of support from adjacent property owners and the HOA if applicable.

Site Plan

You must provide a drawing of the proposed variance on a legal plat of the property. If you do not have a legal plat, a copy is available at the Fayette County Clerk's office. In some cases, the City may have a copy of your plat.

The drawing should be to scale if possible, and distances from property lines must be included.

Detailed Report Providing Support for Request

Please provide a written report stating how your request for variance meets the following criteria:

- (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; and
- (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.
- (f) The granting of such variance will not create inconsistencies with any objective of the comprehensive plan.

Digital Photographs and Other Graphics

Please include photos of the property showing the existing conditions. You may also submit printed copies of these photos, but they should be high quality to allow reproduction for distribution to City Council.

Letters of Support

Although not necessary, having letters of support from all adjacent property owners and the HOA (if applicable) is very helpful.



**HomeLink
Property Management, LLC.**

Off. 678-423-0555
Fax 770-573-3757

PO BOX 536
Sharpsburg, Ga. 30277

Dear City Counsel of Peachtree City,

May 14, 2018

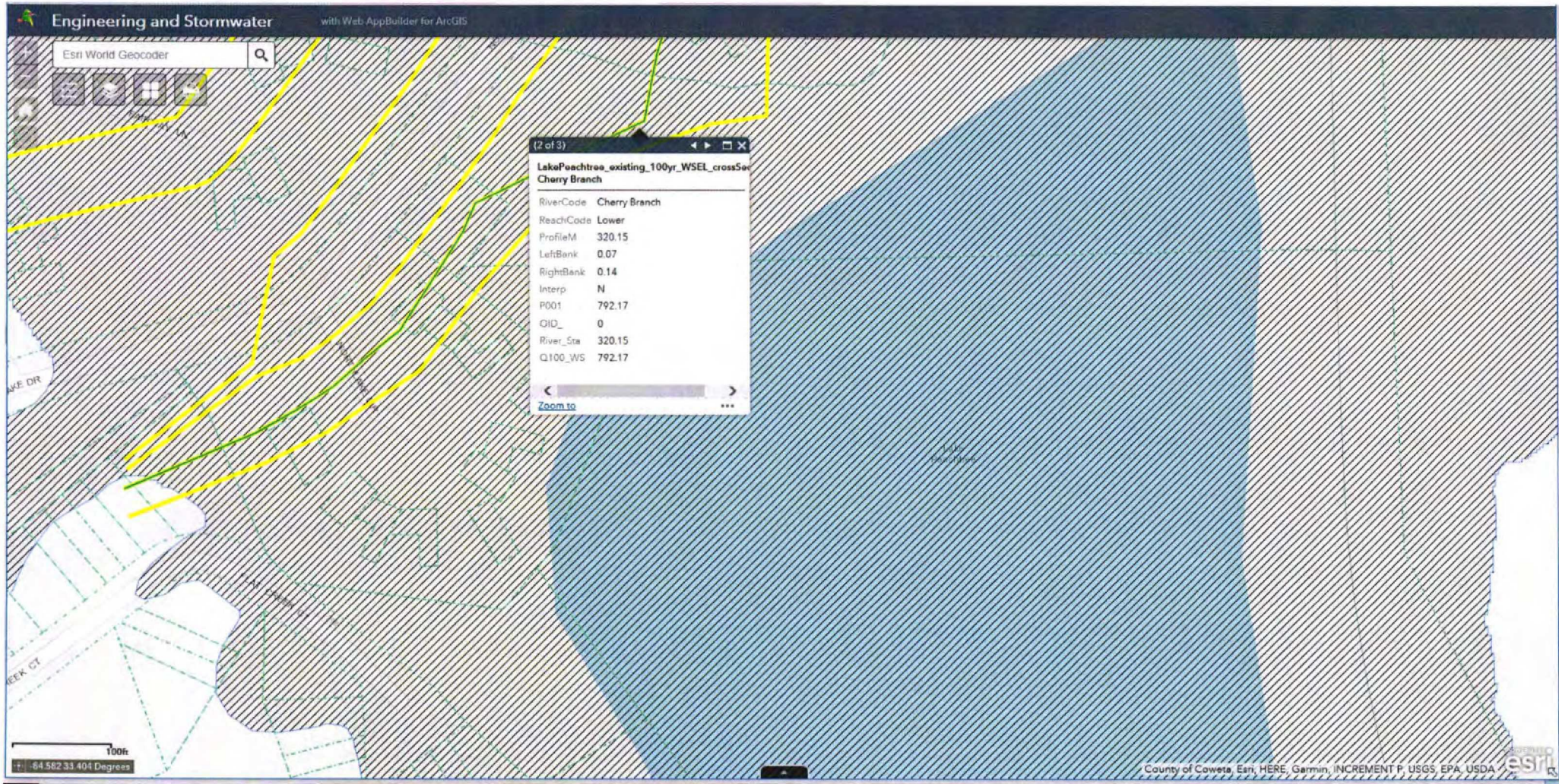
This Letter represents and acknowledges that the Tinsley Mill Village Condo Owners Association, Inc. acknowledges the request for the variance that is being requested. Further, the Association fully supports this variance request and prayerfully hopes that it will be granted.

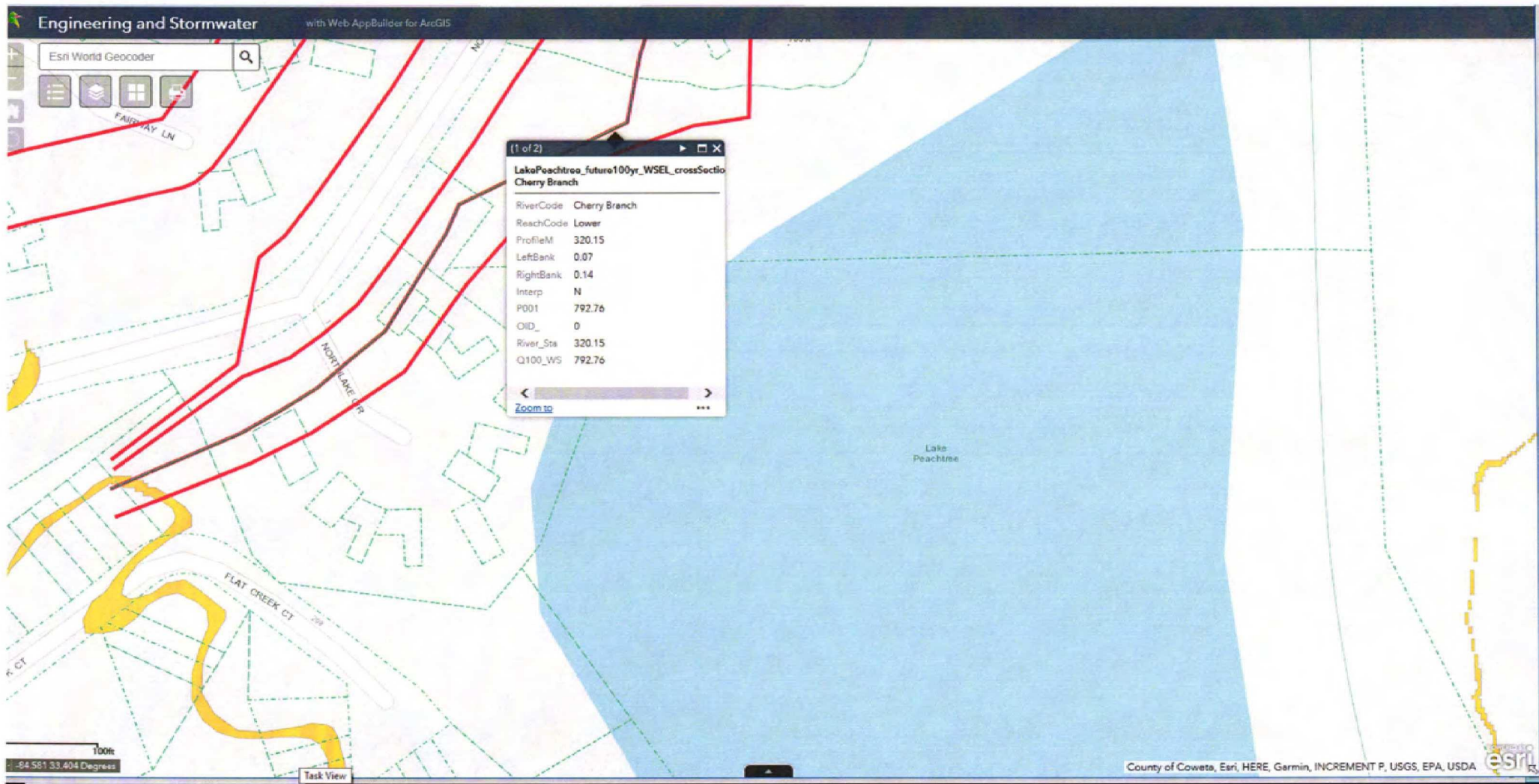
Sincerely,
Steve Harrelson
HomeLink Property Management LLC

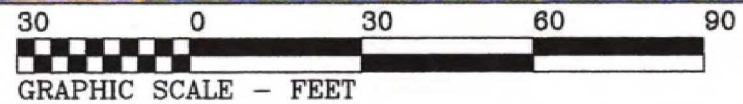
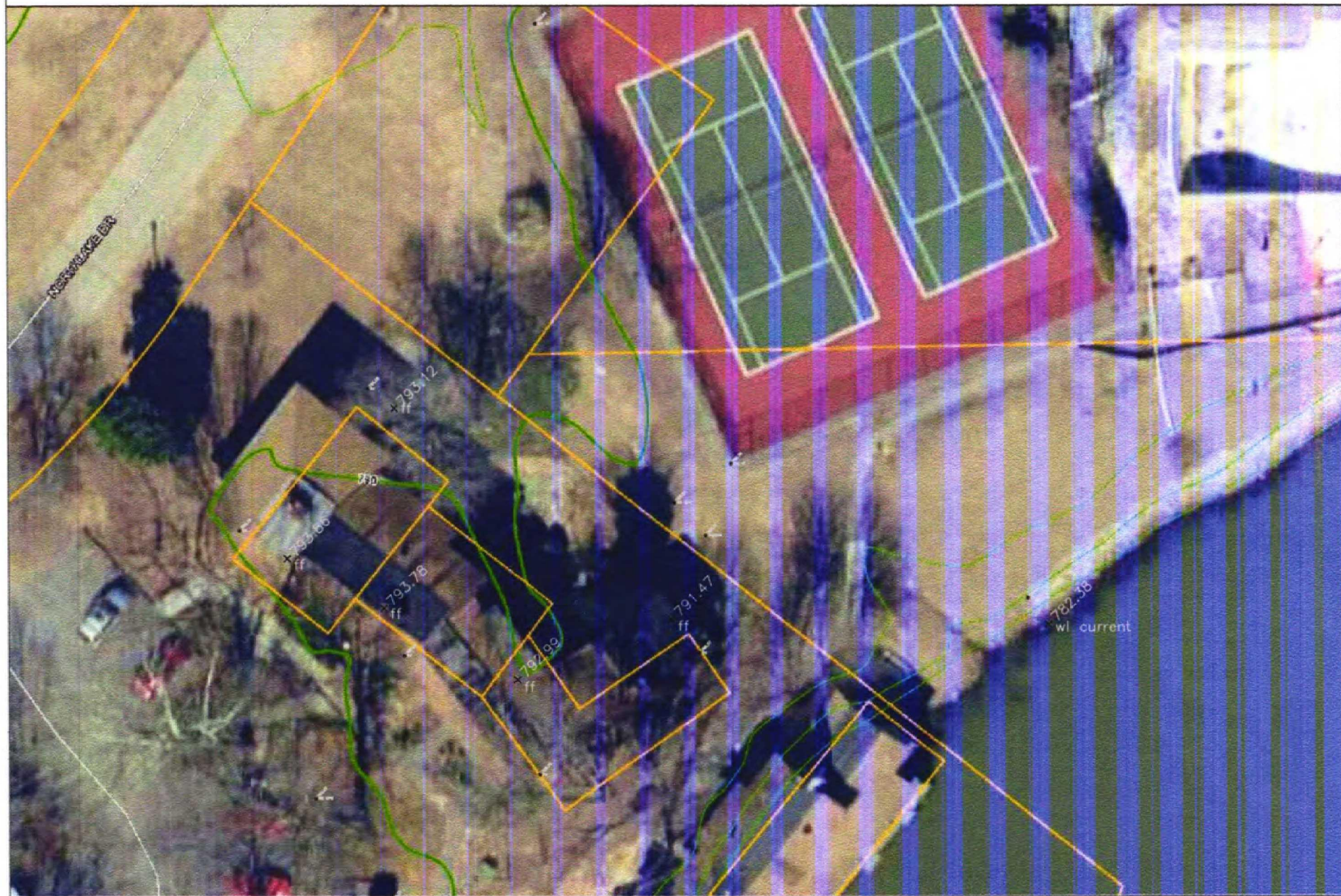
678.426.0555 X 3

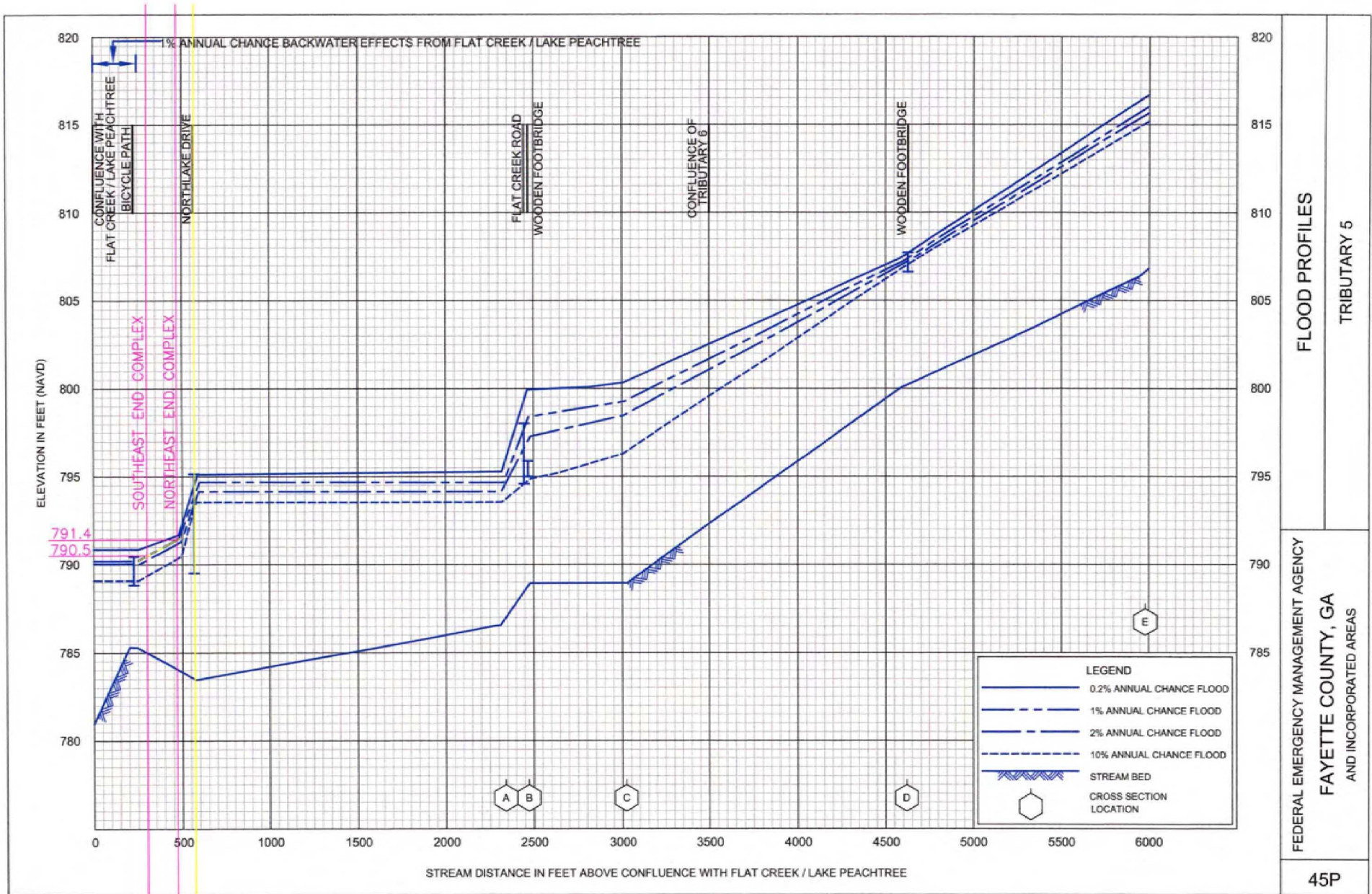
- A. The buildings of Tinsley Mill Village Condominium Association, Inc. have been in existence since the 1970's. The only reason the particular building in question is becoming subject to this ordinance is because it was partially destroyed by a fire. However, the foundation remains solid and it will not be demolished, but rebuilt. Requiring the building to comply with the recently adopted ordinance will require over \$140241 in addition to the cost of simply repairing the building. The insurance provider for the Association has indicated that it will not cover the cost of improvement, because this will exceed the amount of Ordinance coverage. The amount of coverage the Association has is the maximum available, meaning that the additional cost will be an unexpected special assent against owners who feasibly cannot afford it. The application of the Ordinance will negatively affect the residents of TMV by hindering their opportunity to sell their property at a fair value because of the financial hardship on the current owners through increased assessments. Increased assessments will negatively affect future sales. Compliance with the ordinance will unrealistically blight the whole Community in the event of other damaging events. This will severely harm future property values enjoyed by the prime location of a Peachtree City zip code enjoyed by each property owner in this zip code.
- B. Strict or literal interpretation of this Ordinance would, as noted above, create a situation where the Association and every member therein would be subject to financial hardship due to an unexpected expense that is not covered by insurance. The flood zone which subjects to the property to the Ordinance existed when the community was built although the Ordinance did not. The Ordinance was intended to cause properties to come into compliance with current standards and zoning conditions for flood prevention, but we believe it was intended to apply to already existing structures only when destruction was on a great enough scale that the whole structure needed to be rebuilt, thus allowing for easy changes to the foundation and level of the building. In this instance, the foundation and "skeletons" of the building remain solid according to the professional engineers who have assessed the damage, and the portions that need repair are related to the interior and upper level. A strict interpretation of this Ordinance would require the existing foundation, which is still in good shape despite the fire, to be moved at additional cost as opposed to simply rebuilding in compliance with the Ordinance. The granting of this variance does not cause the owners of TMV diminished values because of the compliance with this the Ordinance and does not increase risk of flooding.
- C. The location of TMV is not a surprise to anyone with regard to its proximity to the FEMA 100 year flood zone. Peachtree City was aware of this when the building permits were issued in the 1970's. The granting of this variance does not change the risk that each owner readily accepted when they purchase in TMV. The difference between the current situation and other buildings in the flooding zone is that (1) the cost for this is assessed to a number of owners who are otherwise unaffected by the fire and (2) requires an actual improvement to the existing foundation and structure, as opposed to simply rebuilding in compliance with the Ordinance. Compliance with the Ordinance will cause a financial burden and hardship because it will diminish property values and we fear cause flight or very depressed sales.
- D. The granting of this variance will not produce any special privileges inconsistent with the intent of the Ordinance because TMV wants to get all units out of the flood areas. The variance will raise the finished floor higher than the Future Conditions Flood level. This will not pose a threat to the public safety or welfare since the granting of this variance will raise the structure higher than they were constructed initially.
- E. The granting of this variance will not pose a threat to the public safety or welfare since the granting of this variance will raise the structure higher than they were constructed initially.
- F. This granting of this variance is not at odds with the comprehensive plan because when TMV was platted it was consistent with said plan. The Association is mindful of their original position as the garden spot of Peachtree City and is ardently moving towards the restoration of this esteemed posture. Our position is raising the building to a level that is within the parameters of our insurability and restore the displaced families to their homes.

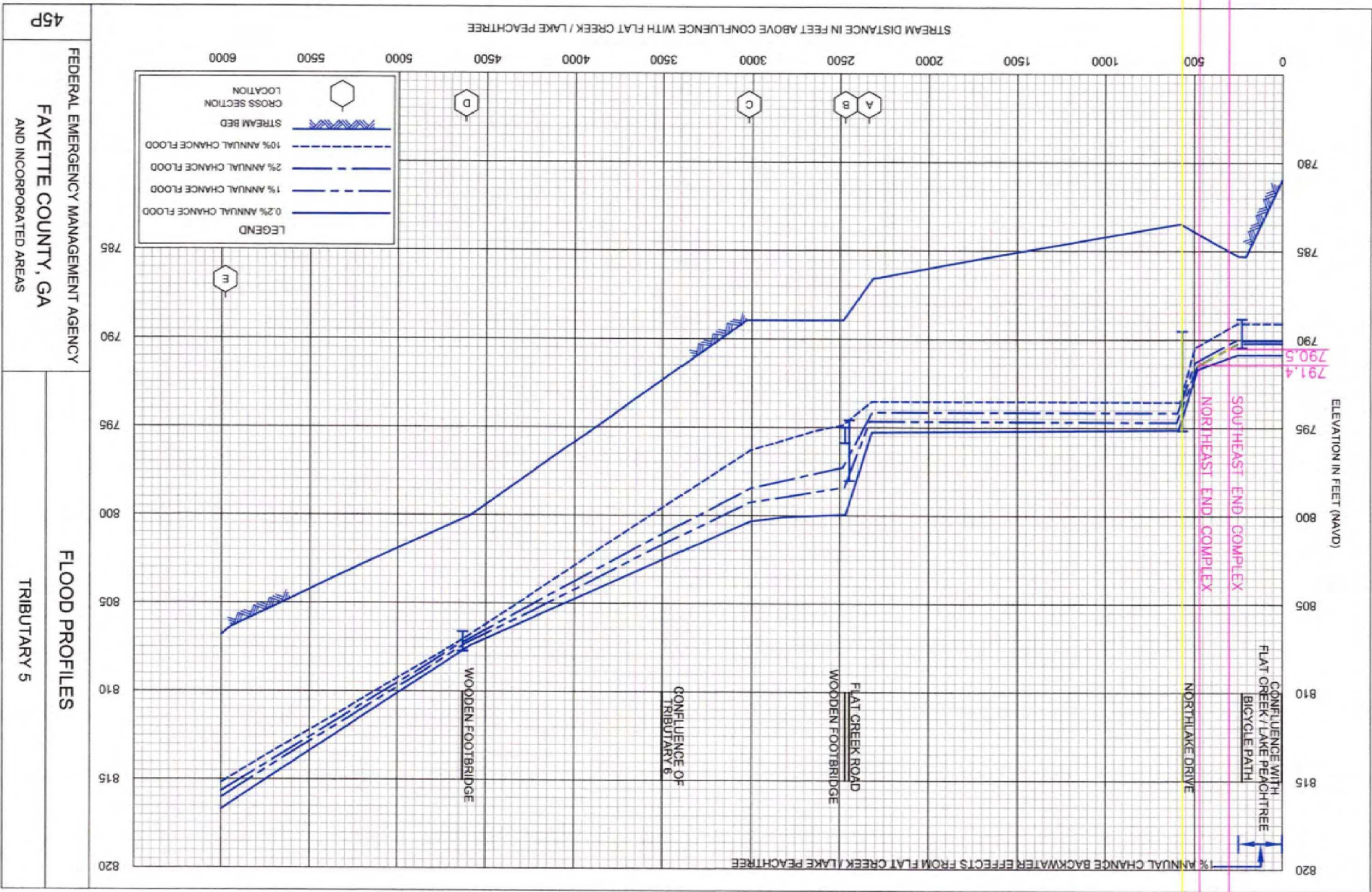
Sincerely,
 Steve Harrelson
 HomeLink Property Management LLC



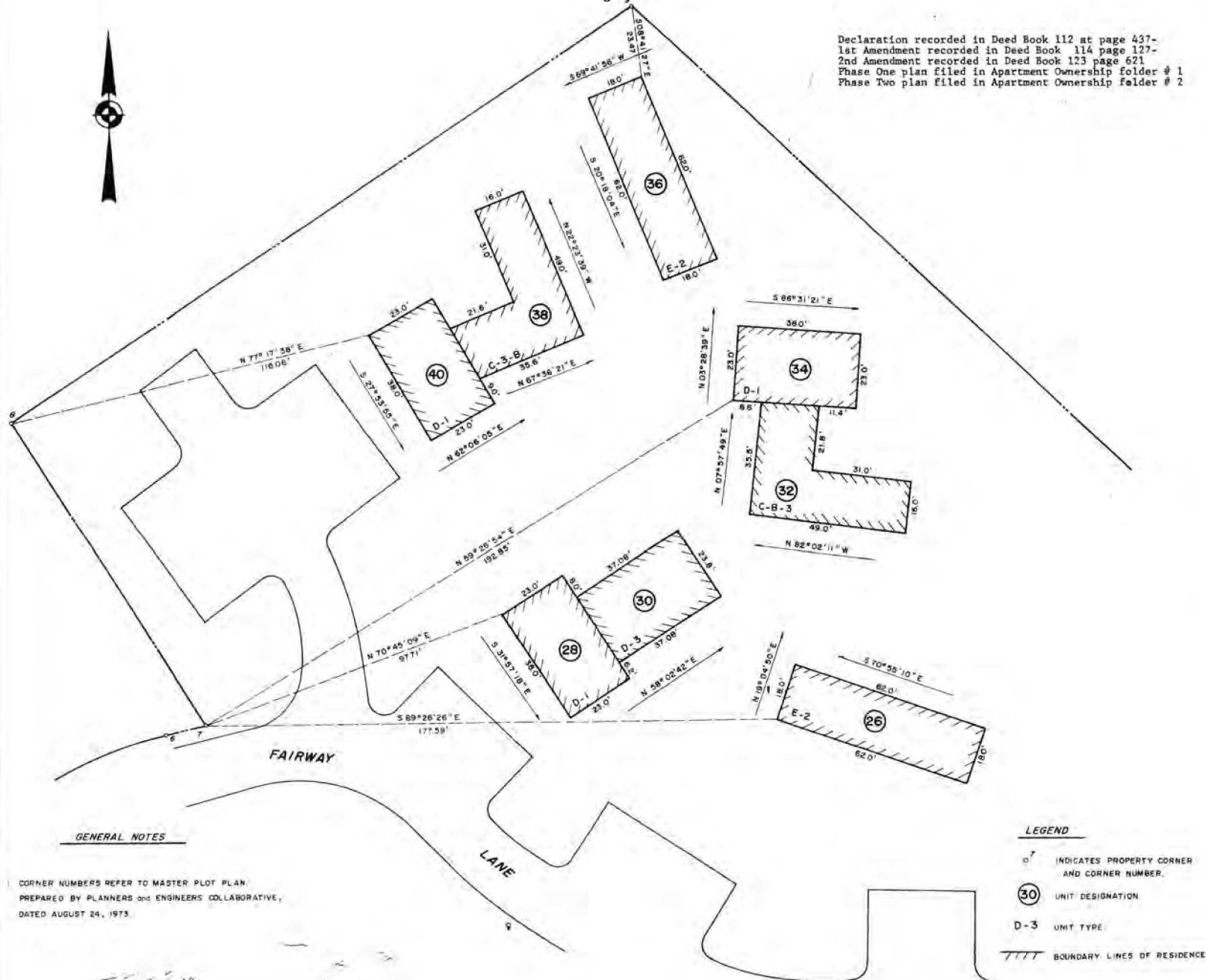








Declaration recorded in Deed Book 112 at page 437-
1st Amendment recorded in Deed Book 114 page 127-
2nd Amendment recorded in Deed Book 123 page 621
Phase One plan filed in Apartment Ownership folder # 1
Phase Two plan filed in Apartment Ownership folder # 2



Revised October 24, 1973 W.A. Ballard, clerk

PLANNERS AND ENGINEERS COLLABORATIVE

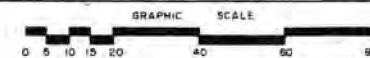


SUPPLEMENTAL PLAT - PHASE TWO
TINSLEY MILL VILLAGE
NORTH OF NORTH LAKE DRIVE

LAND LOTS 126 and 127
PEACHTREE CITY

FAYETTE COUNTY

7th DISTRICT
GEORGIA

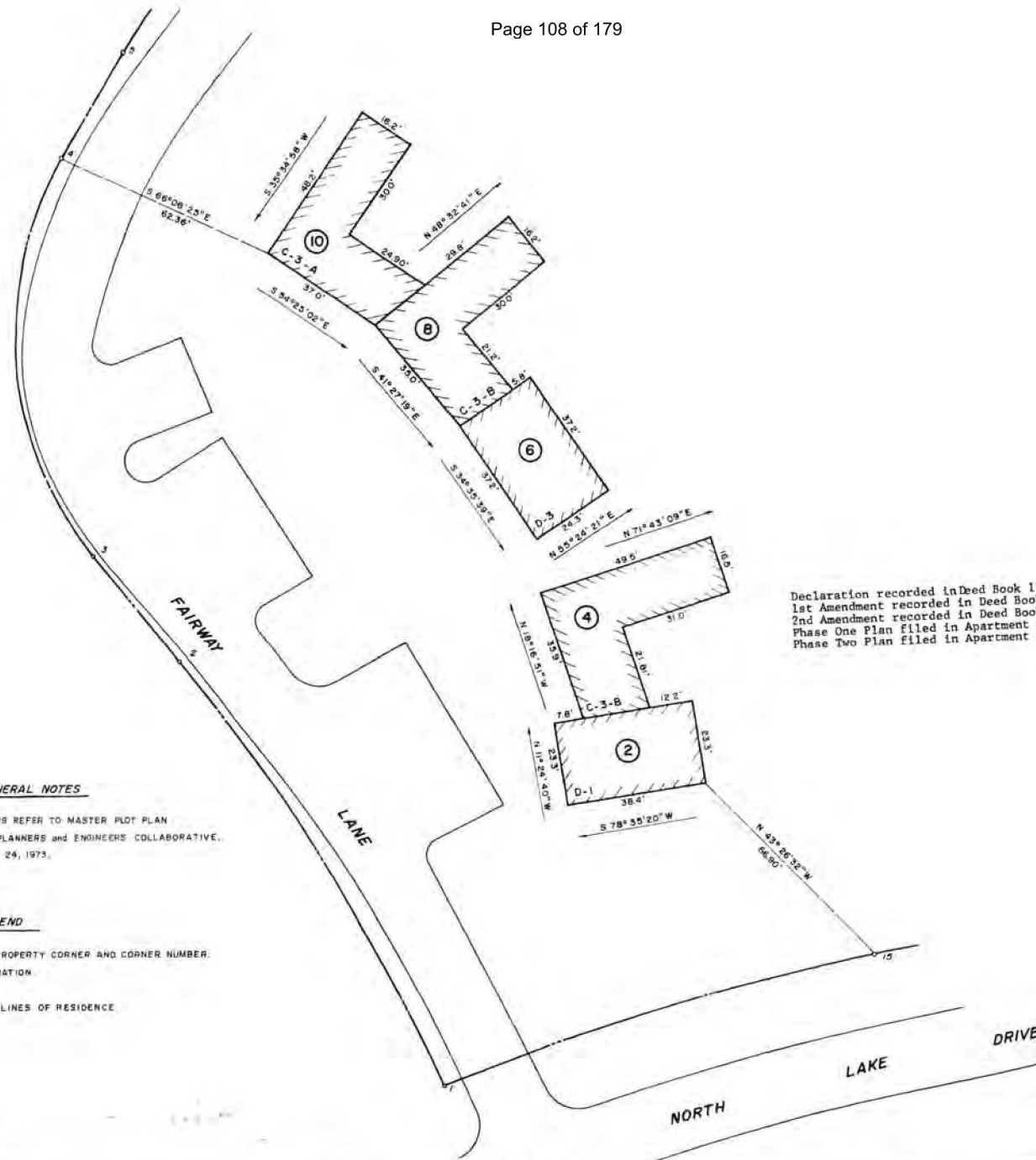


DRAWN BY: L.C.B.
CHECKED BY: R.L.W.

SCALE: 1" = 20'
DATE: SEPT. 7, 1973

JOB NUMBER

7223/02



Declaration recorded in Deed Book 112 at page 437-
1st Amendment recorded in Deed Book 114 page 127
2nd Amendment recorded in Deed Book 123 page 621
Phase One Plan filed in Apartment Ownership Folder # 1
Phase Two Plan filed in Apartment Ownership Folder # 2

GENERAL NOTES

1. CORNER NUMBERS REFER TO MASTER PLOT PLAN
PREPARED BY PLANNERS AND ENGINEERS COLLABORATIVE,
DATED AUGUST 24, 1973.

LEGEND

- 15 INDICATES PROPERTY CORNER AND CORNER NUMBER.
- ④ UNIT DESIGNATION.
- C-3-B UNIT TYPE
- ////// BOUNDARY LINES OF RESIDENCE

Recorded return 9-4-1973 W.A. Ballard, Clerk

PLANNERS AND ENGINEERS COLLABORATIVE
Site Planning, Landscape Architecture, and Civil Engineering
5550 Peachtree Road, Atlanta, Georgia 30327 (404) 245-2741



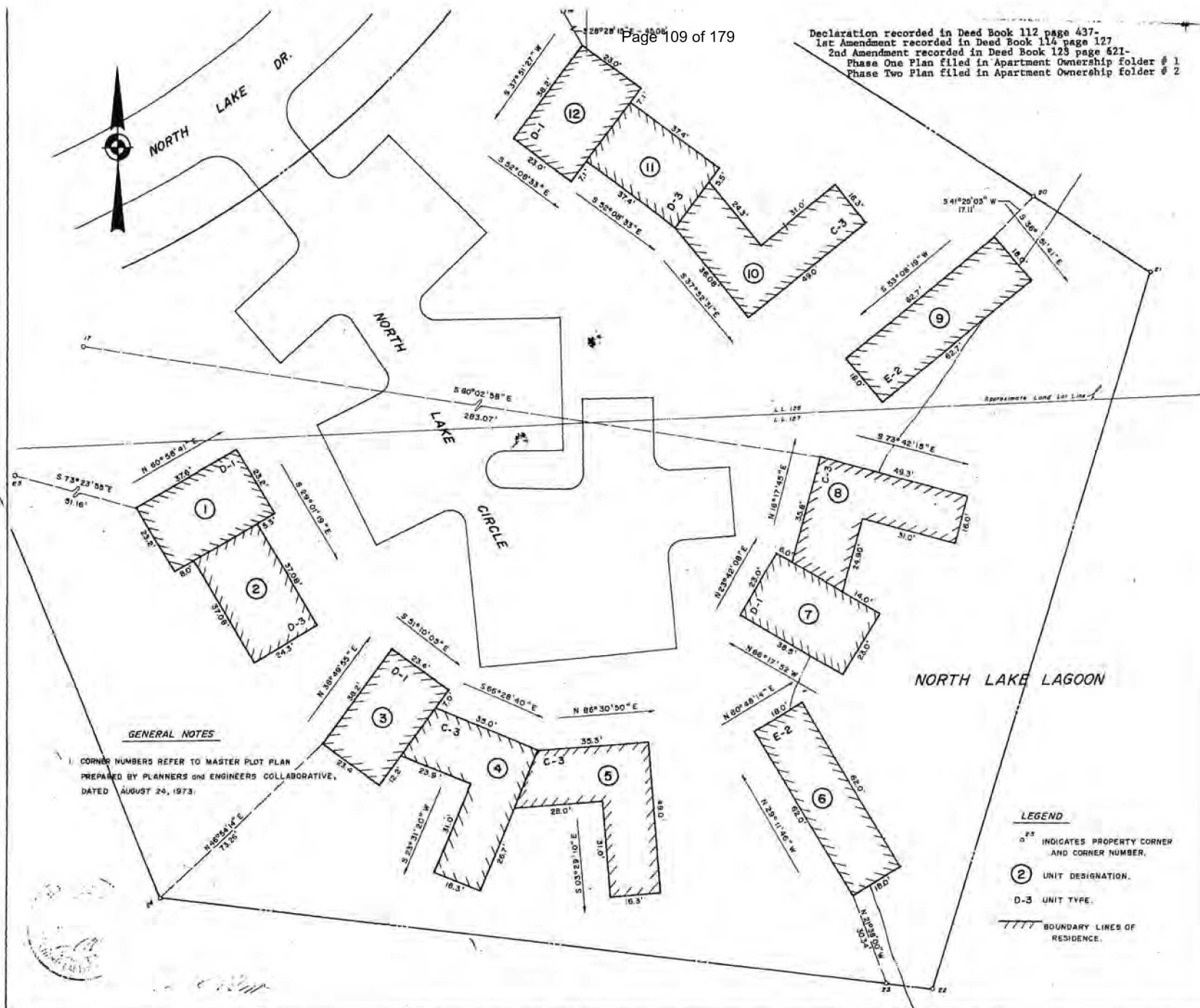
SUPPLEMENTAL PLAT - PHASE TWO
TINSLEY MILL VILLAGE
NORTH OF NORTH LAKE DRIVE

LAND LOTS 126 and 127
PEACHTREE CITY
FAYETTE COUNTY
7th DISTRICT
GEORGIA

GRAPHIC SCALE
0 5 10 15 20 40 60 80
DRAWN BY: L.C.B.
CHECKED BY: R.L.W.
SCALE: 1" = 30'
DATE: SEPT. 7, 1973

PLAT NUMBER
7223/02

Declaration recorded in Deed Book 112 page 437-
1st Amendment recorded in Deed Book 114 page 127
2nd Amendment recorded in Deed Book 123 page 621-
Phase One Plan filed in Apartment Ownership folder # 1
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PLANNERS AND ENGINEERS COLLABORATIVE



SUPPLEMENTAL PLAT - PHASE TWO
TINSLEY MILL VILLAGE
SOUTH OF NORTH LAKE DRIVE

LAND LOTS 126 and 127
PEACHTREE CITY

FAYETTE COUNTY

7th DISTRICT
GEORGIA

DRAWN BY LCB
CHECKED EHL R.L.W.

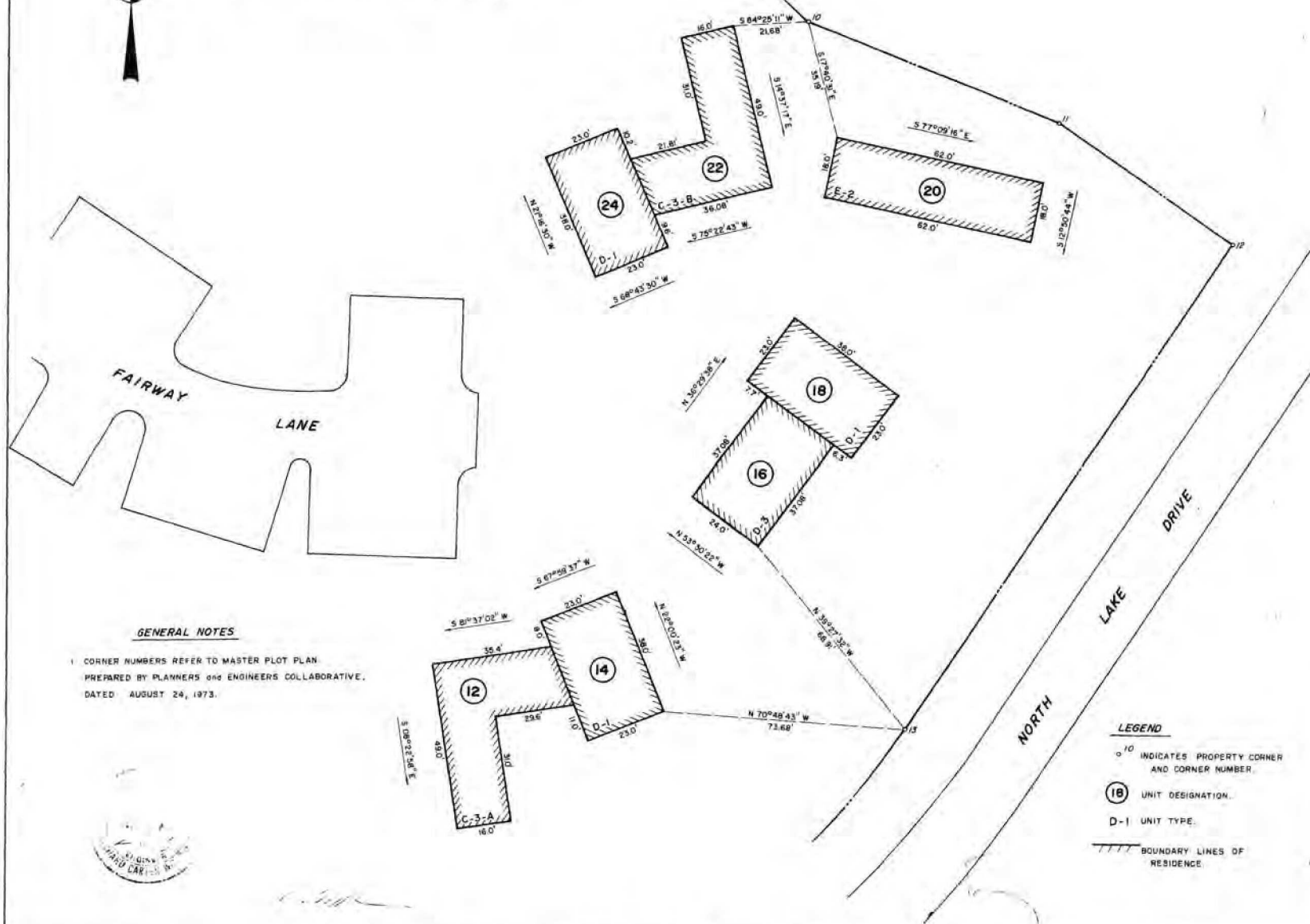
SCALE = 1" = 20'
DATE: AUG. 29, 1973

JOB NUMBER

7223/02

Recorded October 24, 1973 W.A. Bellard, Clerk

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Phase One Plan filed in Apartment Ownership folder # 1
Phase Two plan filed in Apartment Ownership # 2



PLANNERS AND ENGINEERS COLLABORATIVE
1111 Peachtree Road, Atlanta, Georgia 30309
7223/02

SUPPLEMENTAL PLAT - PHASE TWO
TINSLEY MILL VILLAGE
NORTH OF NORTH LAKE DRIVE

LAND LOTS 126 AND 127
PEACHTREE CITY

FAYETTE COUNTY

7TH DISTRICT
GEORGIA

GRAPHIC SCALE
0 5 10 15 20 30 40 50 60 70 80
DRAWN BY L.C.B.
CHECKED BY R.L.W.
DATE 8/29/73

OR NUMBER

7223/02

Recorded Volume 24, 1973 W.A. Ballard, clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jonathan N. Rorie, City Manager 
Michael Warrix, AICP Planning and Development Director

FROM: Robin Cailloux, AICP Senior Planner 

DATE: June 28, 2017

SUBJECT: Rezoning of 66.5 acres in Wilksmoor Village, 180 Old Senoia Road
Agricultural Reserve (AR) and General Industrial (GI) to Limited Use
Residential (LUR-18) [Parcel Numbers: 0745 002, 0745 010, 0745 011,
0735 001, 0735 010, and 0735 021]
July 19, 2018 City Council Meeting

Applicant: Century Communities of Georgia, LLC
Property Owners: Victoria K. Hardy, Stephen D. Kidd, Vivian Whitlock Estate,
Nancy M. Kidd, Diane McWilliams Morgan, Deb Brown
Gable, Elmyra Whitlock Estate, & Bobby McWilliams Estate

Land Use - Existing: Undeveloped
Land Use - Proposed: Single-Family Medium Density (1 to 3 units per acre)
Future Land Use Map: Single Family Low Density (>1 Acre Lots) & Industrial

Request

Century Communities, the Applicant, is requesting the rezoning of 66.5 acres from AR Agricultural Reserve (34 acres) and GI General Industrial (32 acres) to LUR Limited Use Residential. The proposal is for 180 single-family lots, 26 acres of open space, and an amenity center.

Location

The subject properties are located in the Wilksmoor Village, north of the Everton subdivision and south of Wilkes Grove Church.

The majority of the property is undeveloped except for 180 Old Senoia Road, which is a single-family home with an access easement to the Wilkes Grove Church driveway crossing the railroad. A transmission line bisects the properties and runs roughly north-south. A spring head is located near the old home site and flows southwest through the properties.

These are some of the last remaining undeveloped parcels in the Wilksmoor Village, and are now almost completely surrounded by new residential subdivisions. The Cresswind

Wilksmoor Village 66-acre Rezoning Request

Page 2

active adult community is located to the west directly across MacDuff Parkway, and the Everton community abuts the property to the south.

The city's Future Land Use Map designates the subject properties for low density residential use and industrial use.

Proposed Master Plan

A copy of the master plan submitted by the Applicant is attached to this memo. The proposed Master Plan shows 180 lots that are at least 50-feet wide and about 6,500 square feet in area. The Applicant states that homes will be at least 1,600 square feet with setbacks equal to those in the Everton and Saranac subdivisions.

Access to MacDuff Parkway will be aligned with a future road serving the Cresswind subdivision. The Applicant will be providing access to Wilksgrove Church, allowing the closure of the at-grade railroad crossing. This closure, along with another crossing just south of this property, will allow the railroad to eliminate the required horn notification from trains.

The proposed plan shows a 100-foot greenbelt along the CSX right-of-way and one interior street connection south to Everton. Sidewalks are shown on both sides of all internal streets. No multi-use paths are proposed.

Evaluation Criteria:

Staff has reviewed the proposal based on the criteria established in Section 1304(d) of the City's Zoning Ordinance:

(1) *Whether the zoning proposal is in conformity with the policy and intent of the land use plan;*

The proposal does not conform with the Future Land Use Plan. The future land use category for the AR-zoned property is Single Family Low, which is for residential development with one-acre or larger lot size. The future land use for the GI-zoned property is Industrial.

A Comprehensive Plan policy states that industrial uses are most appropriate in the Industrial Park, located in the southern portion of the City. This is because residential uses and industrial uses are not compatible. Truck traffic and industrial emissions (smells, noises, etc.) can have negative impacts on residential properties. These impacts affect the quality of life for residents and can reduce residential property values. For this reason, the City has adopted the policy of locating industrial uses in the Industrial Park. Rezoning of this site out of the GI zoning category is consistent with this policy.

Wilksmoor Village 66-acre Rezoning Request

Page 3

- (2) Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property;**

The proposed residential use is compatible with the surrounding residential development and the church.

- (3) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;**

The proposed residential use will not adversely affect the adjacent land uses, which is the church on the north and the residential use on the south.

- (4) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned;**

The Applicant has stated that the property does not have a reasonable economic use as currently zoned.

- (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;**

The Applicant's rezoning Narrative (attached) states that the proposed 180 homes will produce 1,800 daily trips. In 2014, the City had a consultant review projected traffic volumes along MacDuff Parkway with the full build-out of Wilksmoor Village, including the build-out of this property as either residential or industrial. The industrial use would generate over twice the number of vehicle trips per day at 2,279 vehicle trips whereas the residential development would generate 1,078 trips. They found that even with the higher volumes generated by the industrial use, the level of service for MacDuff Parkway would be a "C", which is considered acceptable.

Utilities will be provided by Coweta-Fayette Electric Membership Corporation, Fayette County Water, and Peachtree City Water and Sewerage Authority. All utilities have adequate system capacity to service the proposed use.

- (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.**

The Wilksmoor Village has developed to be primarily residential. The development of this property as an industrial use likely would have negative impacts on the surrounding residential uses. The separation of industrial uses from residential uses is an established land use planning standard that supports the request to rezone this property.

Wilksmoor Village 66-acre Rezoning Request

Page 4

Planning Commission Action

The Planning Commission held their public hearing on June 25 and recommended approval with staff recommendations. A draft copy of the minutes from that meeting is attached to this memo. The Planning Commission also requested that staff work with the applicant to modify and develop some of the recommendation language, as provided below.

Recommendation

Staff is of the opinion that the proposed rezoning meets a majority of the criteria for rezoning and recommends approval of the request with the following conditions:

1. The property shall develop in conformance with the proposed master plan. Any substantive change to this plan or any of the conditions of the rezoning shall require a new rezoning action.
2. The maximum number of dwelling units shall be 180.
3. The minimum floor area per dwelling unit shall be 1,600 square feet.
4. Homes shall be constructed in similar design and materials as presented in the master plan. Each home with a side elevation facing a public street shall include architectural detailing of the side elevation to avoid creating a blank wall visible from the public street.
5. The minimum lot width is 50 feet.
6. The minimum front building setback is 10 feet, provided that each dwelling unit provides at least two paved parking spaces, at least one of these shall be within a fully enclosed garage, and not part of the garage shall be within 20 feet of the front property line.
7. Minimum side building setback is zero (0) feet provided that at least a ten-foot separation is maintained between dwellings and provided that at least a 20-foot separation is provided between every ten dwellings.
8. Minimum rear setback is 10 feet.
9. Developer shall grant an access easement to Wilkes Grove Church to the new internal public street if agreed to by the church. The intent of this is to eventually allow the closure of the at-grade railroad crossing currently being used by the church and this property.
10. An amenity area shall be provided as shown on the master plan and include a pool, a heated clubhouse with restrooms and a dog park. Off-street parking shall be provided as per the minimum Zoning Code parking ratios.
11. Community mailbox stations shall be provided near the amenity area. Mailbox stations shall be covered with a roof either in a separate structure or within a community clubhouse.
12. Sidewalks shall be provided on both sides of internal streets and shall be constructed to City standards.
13. At least one multi-use path connection shall be provided to the southwestern property line in order to connect to planned multi-use paths in the Everton subdivision. This connection shall be separated from the road, shall comply with all City standards, and located between Road "D" and the southern property line.

Wilksmoor Village 66-acre Rezoning Request

Page 5

14. The developer shall be responsible for constructing a multi-use path along the southeastern border of MacDuff Parkway right-of-way connecting the existing path crossing at Cresswind Boulevard to the proposed entrance street Road "A".
15. A minimum 100-foot greenbelt shall be provided along the CSX railroad. This greenbelt shall be left undisturbed during construction and removal of trees is not permitted unless approval is granted by the Planning and Development Director. This buffer shall be dedicated to the City as a greenbelt.
16. A 50-foot greenbelt shall be required adjacent to MacDuff Parkway and dedicated to the City.
17. The maintenance of all internal parks, landscaped areas, sidewalks, subdivision entrances, and community amenity areas shall be the sole responsibility of the homeowner's association, and a note to this end shall be placed on the final plat.
18. The location of all floodplains and associated buffers shall be field located and surveyed prior to preparation of the concept plat. Absolutely no development shall be permitted within these areas.
19. Developer shall coordinate with the City Engineer to update the master hydrology study performed for the Wilksmoor Village Development. Developer shall be responsible for the construction of any ponds or other structures necessary to ensure no detrimental effects occur downstream.
20. Initial clearing and grading shall be limited to the areas shown on the Grading Plan provided by the developer, which leaves 23% of the property undisturbed.
21. A statement addressing the proximity of the development to the CSX railroad shall be placed on the final plat for the overall development.
22. The developer shall coordinate with Peachtree City Water and Sewer Authority regarding sewer connection design requirements and maintenance.



REZONING APPLICATION

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

Fee: \$750 + \$50/acre

Receipt # _____

Date Filed ____ / ____ / ____

Case # _____

Office Use Only

Instructions: The applicant shall complete the following checklist of submittal requirements. If the applicant answers "No" to any of the questions, a written explanation must accompany the negative response to the checklist question. The City Planner shall include the applicant's checklist and written explanations, if any, along with the submittal requirements to the Planning Commission.

SUBMITTAL REQUIREMENTS:

Does your packet and plans comply with or show the following?

	YES	NO
Fees	☒	☐
Rezoning Application: This rezoning application must be fully completed and signed by the property owner or duly authorized agent.	☒	☐
Boundary Survey: One (1) copy of each property included in the rezoning application, prepared by a certified land surveyor or licensed civil engineer. The plans should be clearly and accurately drawn to include:		
Address, boundaries, distances, date, north arrow, and (<1"=100') scale.	☒	☐
The seal of the preparing engineer, surveyor or landscape architect.	☒	☐
Existing lot lines, easements, and rights-of-way, including area in acres or square feet, and abutting land uses or zoning district categories.	☒	☐
Geographic parcel identification number (GPIN) or Property tax number.	☒	☐
Property Deeds: One (1) copy of the Property Deed(s) for all parcels.	☒	☐
Legal Description: One (1) copy of the full legal description of the boundaries of the property or properties on which the rezoning is sought.	☒	☐
Nearby Properties: One (1) map and one (1) list of all properties within 200 feet of the boundary of the rezoning parcel. Include current property owner name and mailing address for each property, per the Fayette County Tax Assessor website.	☒	☐
Utilities and Services Letters: One (1) copy of a letter from each utility provider indicating that their services can support development at the proposed zoning intensity.	☒	☐
Schematic Land Use Plan: master plan showing proposed land uses, buffers, open space, building setbacks and density.	☒	☐
Written Narrative: a description of how the proposal relates to the relevant chapters of the comprehensive plan and should address the six (6) rezoning review criteria (See attached Written Narrative Reference).	☒	☐
Supporting Documents: Any supporting documentation you wish to be considered as a part of the rezoning application. These may include:		
<i>Architectural Program:</i> identifies the proposed architectural design, building materials and other aesthetic components of the overall development.	☐	☒
<i>Streetscape and Landscape Plan:</i> demonstrates the streetscape and landscape concepts intended to be implemented within the proposed development.	☐	☒
<i>Master Sign Program:</i> include a description of proposed wall, monument, and directional signs, including location and design.	☐	☒
<i>Community Facilities and Infrastructure Plan:</i> identifies the impact on community facilities, infrastructure and utilities, and how the applicant will address these issues.	☐	☒
Electronic Copy: Submit one (1) electronic version with all above referenced material in electronic format (.pdf or .doc).	☒	☐



REZONING APPLICATION

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

LOCATION	Address _____ Parcel # <u>0745 002, 0745 010, 0745 011</u> Property Size: <u>0735 021, 0735 010, 0735 001</u> <u>66.54 acres</u>	ZONING & LAND USE	Zoning <u>AG & GI</u> <u>LUR</u> Existing Proposed Land Use Map <u>SFL & IND</u> <u>SFM</u> Existing Proposed
APPLICANT	Name <u>Century Communities of Georgia, LLC</u> Address <u>3091 Governors Lake Drive, Suite 200</u> City, State, Zip <u>Norcross, GA 30071</u> Phone # <u>678-605-4415</u> Email <u>Michael.Meshkaty@centurycommunities.com</u>	OWNER	Name <u>See Schedule I Attached Hereto</u> Address _____ City, State, Zip _____ Phone # _____ Email _____

OPEN SPACE & PUBLIC USE	Open Space <u>26.20</u> <u>39.37%</u> Acres % Land Dedicated for Public Use _____ (school, emergency response, public park, greenbelt, etc.)	MULTI-USE PATH	Distance to nearest multi-use path: _____ ft. Linear feet of multi-use path to be provided on site: _____ ft.
------------------------------------	---	-----------------------	--

TRANSPORTATION	<table style="width: 100%;"> <tr> <th style="width: 50%;">Name of access or adjacent street</th> <th style="width: 50%;"># of access points</th> </tr> <tr> <td>MacDuffy Parkway</td> <td style="text-align: center;">1</td> </tr> </table> <table style="width: 100%;"> <tr> <th style="width: 50%;">Estimated trip generation (Bases on ITE ratios)</th> <th style="width: 50%;">ADT</th> </tr> <tr> <td>Vehicle Type: <u>passenger vehicles</u></td> <td style="text-align: center;">1,800 adt</td> </tr> <tr> <td>Vehicle Type: _____</td> <td></td> </tr> <tr> <td>Vehicle Type: _____</td> <td></td> </tr> </table>	Name of access or adjacent street	# of access points	MacDuffy Parkway	1	Estimated trip generation (Bases on ITE ratios)	ADT	Vehicle Type: <u>passenger vehicles</u>	1,800 adt	Vehicle Type: _____		Vehicle Type: _____	
Name of access or adjacent street	# of access points												
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Estimated trip generation (Bases on ITE ratios)	ADT												
Vehicle Type: <u>passenger vehicles</u>	1,800 adt												
Vehicle Type: _____													
Vehicle Type: _____													

FIRE SUPPRESSION	Automatic Fire Sprinklers: ☐ Yes ☒ No, why? <u>Residential</u> Automatic Fire Alarm: ☒ Yes ☐ No, why? _____ Wired Smoke Detectors	Briefly describe daily operations: (Number of employees, etc. A separate detailed explanation may be included in the Written Narrative) <u>Single Family Residential Subdivision</u>			
	<table style="width: 100%;"> <tr> <td style="width: 30%;"> Hazardous Material On Site? (If yes, describe type and method of storage to the right:) </td> <td style="width: 10%;"> ☐ Yes ☒ No </td> <td style="width: 30%;"> Material(s): _____ _____ _____ </td> <td style="width: 30%;"> Storage: _____ _____ _____ </td> </tr> </table>	Hazardous Material On Site? (If yes, describe type and method of storage to the right:)	☐ Yes ☒ No	Material(s): _____ _____ _____	Storage: _____ _____ _____
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 property to collect data. By signing below, I certify that the above listed information and the accompanying materials are accurate.

Century Communities of Georgia, LLC

Applicant Signature: _____ By: _____ Date: 5/29/2018

Property Owner Signature: _____ See Schedule I attached hereto and incorporated by reference Date: _____

SCHEDULE I **List of Owners**

With the signing and submittal of this application, the property owner authorizes the Peachtree City Staff to enter onto the property to collect data. By signing below, I certify that the above listed information and the accompanying materials are accurate.

Tax Parcel 0745 002

Tax Parcel 0735 021

VICTORIA K. HARDY AND STEPEHN D. KIDD AS CO-EXECUTORS OF THE ESTATE
OF VIVIAN WHITLOCK
113 TAPESTRY TRACE
PEACHTREE CITY GA 30269
PHONE: (770) 487-1430
EMAIL: trivivi@webtv.net

PROPERTY OWNERS SIGNATURE:

Victoria K Hardy
VICTORIA K. HARDY, as Executor
Stephen D Kidd
STEPHEN D. KIDD, as Executor

Date: 5/30/18

Date: 5/30/18

Tax Parcel 0745 010

KIDD STEPHEN D
KIDD NANCY M
P O BOX 2117
PEACHTREE CITY GA 30269
PHONE: (770) 487-4075
EMAIL: *SKidd2424@gmail.com*

PROPERTY OWNERS SIGNATURE:

Stephen D Kidd
STEPHEN D. KIDD
Nancy M Kidd
NANCY M. KIDD

Date: 5/30/18

Date: 5/30/18

Tax Parel 0745 011

HARDY VICTORIA K
HARDY VICTOR M
113 TAPESTRY TRACE
PEACHTREE CITY GA 30269
PHONE: (770) 487-1430
EMAIL: ~~trivivi@webtv.net~~ *trivivi@bellsouth.net*

PROPERTY OWNERS SIGNATURE:

Victoria K Hardy
VICTORIA K. HARDY
Vict M. Hardy
VICTOR M. HARDY

Date: 5/30/18

Date: 5/30/18

Schedule I (continued)
List of Owners

With the signing and submittal of this application, the property owner authorizes the Peachtree City Staff to enter onto the property to collect data. By signing below, I certify that the above listed information and the accompanying materials are accurate.

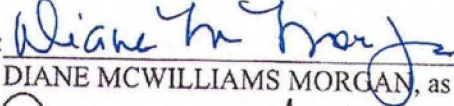
Tax Parcel 0735 010

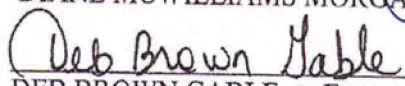
Tax Parcel 0735 001

DIANE MCWILLIAMS MORGAN AND DEB BROWN GABLE, AS
CO-EXECUTORS FOR THE ESTATE OF ELMYRA WHITLOCK
3 MEADOW WAY
SHARPSBURG GA 30277

PHONE: 770-487-5108

EMAIL: 10rbermr@gmail.com

PROPERTY OWNERS SIGNATURE:  Date: 5/30/18
DIANE MCWILLIAMS MORGAN, as Executor

 Date: 5/30/18
DEB BROWN GABLE, as Executor

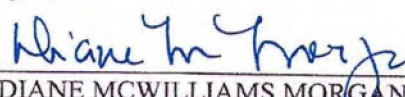
Tax Parcel 0735 001

DIANE MCWILLIAMS MORGAN AS EXECUTOR UNDER THE WILL OF
MCWILLIAMS BOBBY L
3 MEADOW WAY

SHARPSBURG GA 30277

PHONE: 770 487 5108

EMAIL: 10rbermr@gmail.com

PROPERTY OWNERS SIGNATURE:  Date: 5/30/18
DIANE MCWILLIAMS MORGAN, as Executor



Planning & Development
 153 Willowbend Rd, Peachtree City, GA 30269
 P: (770) 487-5731
WWW.PEACHTREE-CITY.ORG

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS & GIFTS

The undersigned below, making application for rezoning action, has complied with the Official Code of Georgia Section 36-67A-1, et. seq. *Conflict of Interest in Zoning Actions*, and has submitted or attached the required information on this form as provided.

All individuals, business entities¹, or other organizations² having a property interest, financial interest, or other interests³ in property subject of this application are as follows (attach additional if necessary):

Century Communities, Victoria Hardy, Victor Hardy, Stephen Kidd, Nancy Kidd, Drane McWilliams Morgan, Deb Brann Gable

Have you as applicant or anyone associated with this application or property, within the last two (2) years immediately preceding this application, made campaign contributions aggregating \$250 or more to a member of the Peachtree City Planning Commission or the Peachtree City Mayor and City Council? Please circle your response:

YES

NO

IF YES: Please complete the following section (attach additional sheets if necessary).

Name and Official Position of Government Official	Contribution Description and Dollar Amount	Date of Contribution

I do hereby certify the information provided herein is both complete and accurate to the best of my knowledge.

Century Communities of Georgia, LLC

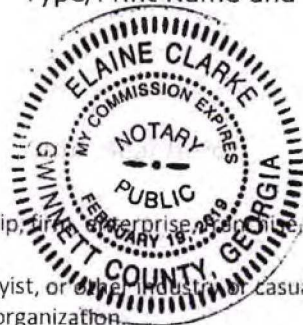
By: [Signature]
 Signature of Applicant

Teal Turner, Authorized Signatory
 Type/Print Name and Title

[Signature]
 Signature of Applicant's Representative

Michael Meshkaty, Land Acquisition Manager
 Type/Print Name and Title

[Signature]
 Signature of Notary Public



¹ Business entity may be a corporation, partnership, limited partnership, joint venture, trust, association, trade organization, or trust.

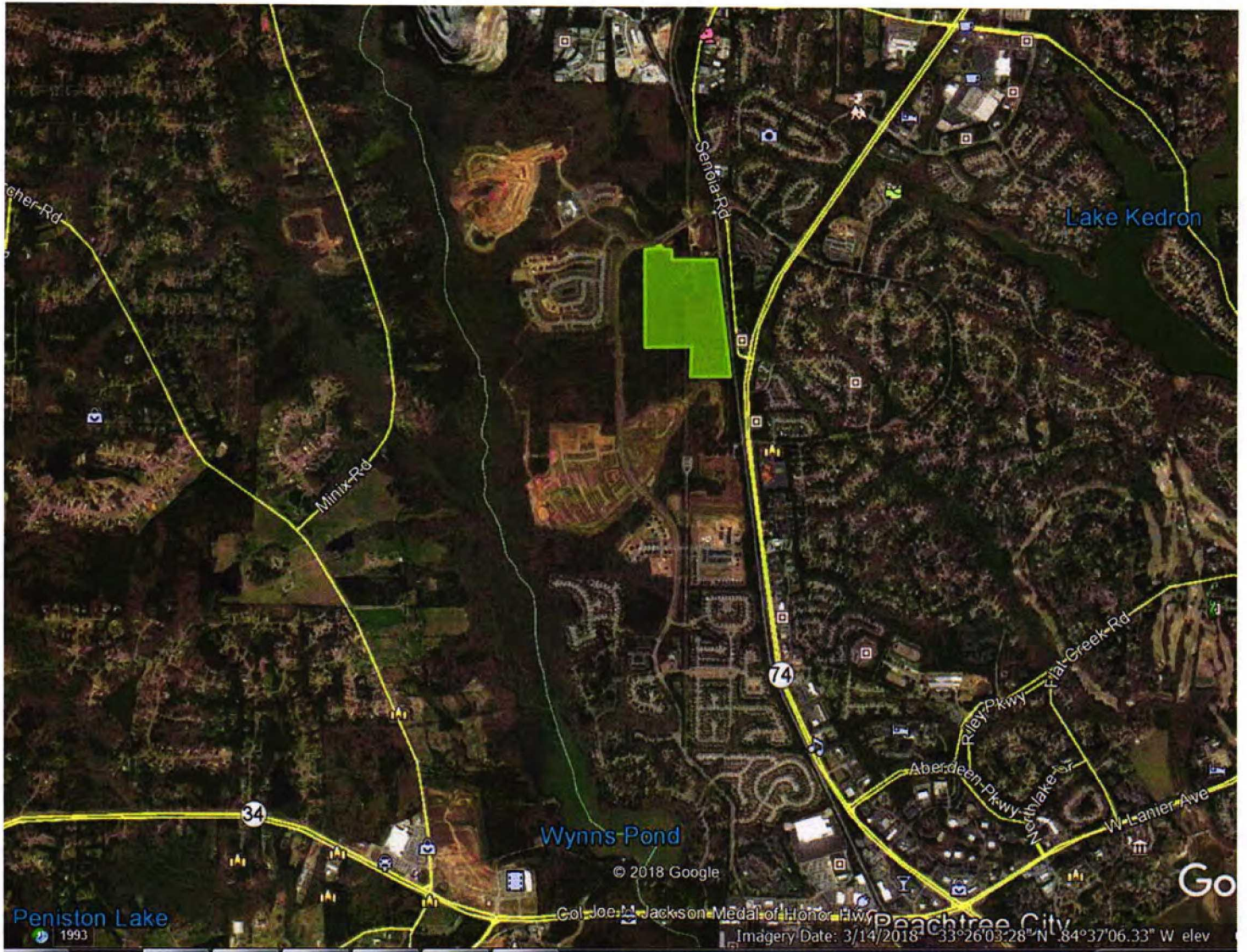
² Other organization means non-profit organization, labor union, lobbyist, or other industry or casual representative, church, foundation, committee, club, charitable organization, or educational organization.

³ Property interest means the direct ownership of real property and includes any percentage of ownership. Financial interest means direct ownership of 10% or more of the total assets or capital stock of a business entity.

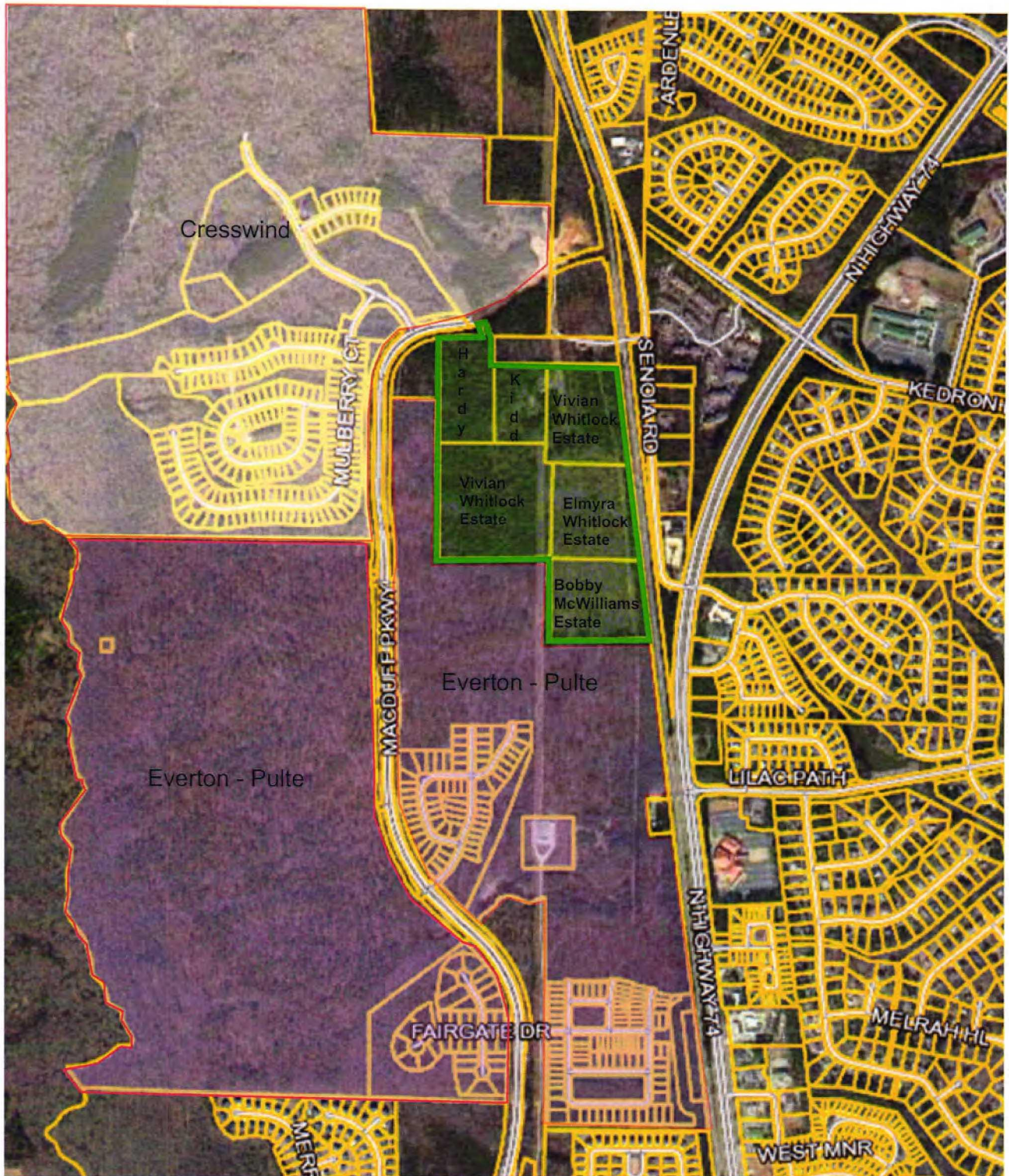
REQUEST FOR REZONING

Page 1 of 79

WILKSMOOR VILLAGE - MACDUFF PARKWAY



LOCATION AERIAL



Owner	Acres	Existing Zoning	Proposed Zoning
Hardy	9	AR	LUR
Kidd	7.2	AR	
Estate Vivian Whitlock	17.7	AR	
Estate Vivian Whitlock	8.3	GI	
Estate Elmyra Whitlock	11.1	GI	
Estate Bobby McWilliams	13.2	GI	

Total Acreage	66.5
Total Homes	180
Density	2.71



January 31, 2018

Beth Fowler
Century Communities
3091 Governors Lake Dr., Suite 200
Norcross, GA 30071

RE: Sanitary Sewer Capacity and Availability – Wilksmoor Village & McDuff Parkway

Dear Ms. Fowler,

Presently there is adequate capacity in the Authority's Wastewater System for the proposed project. This project is dependent on the construction of sanitary sewer lines for the adjacent phase of the Everton subdivision and the extension of a line to the property.

If you have any question, please feel free to call.

Sincerely,

Nathan B. Brooks

Nathan B. Brooks, CPII
Construction Coordinator
Peachtree City Water and Sewerage Authority



January 30, 2018

Beth Fowler
Century Communities
3091 Governors Lake Drive, Suite 200
Norcross, GA. 30071

RE: Water Availability for Wilksmoor Village, Peachtree City, Fayette County

Dear Ms. Fowler,

The Wilksmoor Village property located in Peachtree City, Fayette County, Georgia is currently served by Fayette County Water System. The site has access to a 12" main which is located in the right of way on MacDuff Parkway. Please contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Matt Bergen".

Matt Bergen
Utility Services Manager
Fayette County Water System
770-320-6020



***Coweta-Fayette
Electric Membership Corporation***

807 Collinsworth Road • Palmetto, Georgia 30268-9442 • Phone 770-502-0226 • www.utility.org

January 30, 2018

Beth Fowler
Land Administrator
Century Communities
3091 Governors Lake Dr.
Ste 200
Norcross, Ga. 30071

RE: Wilksmoor Village
107 lots /66 Acres
Peachtree City, Ga.

Dear Beth,

In response to your recent request concerning the availability and capacity for Coweta Fayette EMC to supply electric service to the above project, please consider the following:

1. Electric service, as provided by Coweta Fayette EMC, is available to the site either at the property line or within the public right-of-way adjacent to the property.
2. We at Coweta Fayette EMC can serve the project with adequate and sufficient capacity.
3. This tract falls within Coweta Fayette EMC electric service territory.
4. 3 Phase Electric service is available to this site.
5. The Transformer for this site Contains No PCB
6. If you have any questions or concerns, please feel free to call.

Sincerely,

A handwritten signature in black ink, appearing to read "Curtis Camp", written over a horizontal line.

Curtis Camp
Supervisor of Staking
Coweta-Fayette EMC
770-252-7425



Hilina Alemayehu
New Business Coordinator

10 Peachtree Pl
Atlanta, GA 30309
404 584 3179 Tel
X2halerna@southernco.com

2/1/2018

Beth Fowler
3091 Governors Lake Drive, Suite 200
Norcross, GA 30071

RE: Macduff Parkway Peachtree City Ga 30269

Dear Beth Fowler,

This is to advise you that natural gas is presently available to serve the above residential location.

This is to further advise you that natural gas service will be made available to the above referenced project in accordance with the Rules and Regulations governing our operations on file with the Georgia Public Service Commission at the time said service is requested.

Please contact Sara Gillis, 470-230-5003, regarding gas installation.

Sincerely,

A handwritten signature in dark ink, appearing to read "Hilina Alemayehu", written in a cursive style.

Hilina Alemayehu

STATEMENT OF INTENT AND
IMPACT ANALYSIS

and

Other Material Required by
The 1977 Zoning Ordinance of Peachtree City, as amended,
for the
Application for Rezoning

of

Century Communities of Georgia, Inc.

for

66.54± Acres of Land

Being

Tax Parcel 0745 002

Tax Parcel 0745 010

Tax Parcel 0745 011

Tax Parcel 0735 001

Tax Parcel 0735 010

Tax Parcel 0735 021

Peachtree City, Fayette County, Georgia (collectively, the "Subject Property")

From AG and GI to LUR

Applicant Contact Information:

Century Communities of Georgia, LLC
3091 Governors Lake Drive, Suite 200
Norcross, GA 30071

I. STATEMENT OF INTENT

The Subject Property is a 66.54+/- acre tract of land comprised of the following six tracts of land located in the West Village area of Peachtree City, Fayette County, Georgia:

Tax Parcel 0745 002 (AR)

Tax Parcel 0745 010 (AR)

Tax Parcel 0745 011(AR)

Tax Parcel 0735 001 (GI)

Tax Parcel 0735 010 (GI) and

Tax Parcel 0735 021 (GI).

The properties are zoned AR and GI, and have a land use designation of SFL and IND. The Applicant, Century Communities of Georgia, LLC is seeking to rezone the Subject Property from AR and GI to LUR, and amend the Land Use from SFL and IND to SFM for the development of a 180 unit detached single-family subdivision.

This document is submitted both as a Statement of Intent regarding this Application, a preservation of the Applicant's constitutional rights, and the Impact Analysis of this Application as required by the 1977 Zoning Ordinance of Peachtree City, as amended, §1304(1)(d). A surveyed plat and site plan of the Subject Property controlled by the Applicant has been filed contemporaneously with the Application, along with other required materials.

II. PROJECT AREA

The Subject Property is located in the northwestern quadrant of Peachtree City known as the West Village between MacDuff Parkway, an 80 foot right of way which is currently under construction, to the North and West, and CXS Railroad and Senoia Road, to the East.

Immediately adjacent to the northern boundary line of Tax Parcel 0745 010 and the eastern boundary line of Tax Parcel 0745 011 is a parcel of land owned by Wilks Grove Baptist Church, which contains a church cemetery, and is zoned General Industrial (GI). The majority of the Subject Property is undeveloped and heavily forested except for Tax Parcel 0745 011, which is

improved with a one-story frame house, free standing garage and barn. A spring head is located on Tax Parcel 0735 021 from which a creek runs diagonally through the southwestern corner of the parcel and then through the middle of Tax Parcel 0745 010.

The area in which the Subject Property is located has been highly sought after for the development of detached single-family homes, as both Kolter Homes and Pulte Homes have significant residential subdivision projects zoned LUR-14 and LUR -15 with a land use of SFM, respectively, currently under construction to the West and South of the Subject Property. The only property in the immediate area that has not been rezoned for development of single family detached homes is the Subject Property, and the property owned by Wilks Grove Baptist Church.

III. PROJECT SUMMARY

It is the Applicant's desire to develop the Subject Property for 180 detached single-family home subdivision pursuant to the following development standards:

Minimum Lot Size: 6,475 sq. ft.

Minimum Heated
Floor Area: 1,600 sq. ft.

Minimum Lot Width: As shown on the submitted site plan

Front Setback: 15 ft provided that each dwelling unit provides at least two paved parking spaces off the right-of-way; at least one of those spaces must be within a fully enclosed garage, and no part of the garage shall be within 20 feet of the right-of-way.

Side Setback: Zero feet; provided that at least a ten-foot separation is maintained between dwellings.

Side Corner Setback: 10ft

Rear Setback: 10ft

Maximum Height: 2 stories not including basement area

Signs: As set forth within the city's sign ordinance.

Driveways: Common driveways shall not be permitted, except for those driveways shared by golf carts and located within recorded easements.

- Tree save and landscape buffers: All tree save areas within the subdivision shall be delineated with tree save fencing and approved by the city prior to any land disturbance activities. These areas shall be maintained with natural vegetation and/ or enhanced with berming, fencing and landscaping. No vegetation shall be removed from these areas without prior city approval.
- Greenbelts: Greenbelts shall be provided along the boundaries of the Subject Property in the locations shown on the submitted site plan.
- Architectural concept: A unified architectural concept for the overall subdivision must be developed and approved by the planning commission. The architectural design, building materials and color selections of all buildings and structures on the site must be substantially the same. Each home with a side elevation facing a public street shall include architectural detailing on the side elevation to avoid creating a blank wall facing the public street.

IV. IMPACT ANALYSIS

(1) Whether the zoning proposal is in conformity with the policy and intent of the land use plan;

a. Land Use: The proposed rezoning is in conformity with the spirit of the policy and intent of the land use plan, even though it is not consistent with the current SFL and Ind land use designations for the Subject Property, which the Applicant believes is inconsistent with the adjacent and nearby properties which have a land use designation of SFM and SFC.

b. Community Design: The proposed subdivision provides for a well-balanced mixture of single-family homes and preservation of open space and environmentally sensitive areas. With a creek traversing through the center of the

Subject Property, the open space and creek are featured as the center point of the community, with the home, sidewalks and greenbelts weaving along the perimeter to provide pedestrian interconnectivity throughout the community. The extension of the City's multi-use path system along MacDuff Parkway will allow connectivity to the subdivisions internal connections which will support the City's desire to get families out of their cars and into their carts, on their bikes, or walking or skating thru the City. The proposed subdivision layout preserves more than 39% of the Subject Property for open space, stream preservation and storm-water detention. Additionally, the 100 ft greenbelt proposed along the eastern boundary of the Subject Property will provide visual screening from the adjacent CSX Railroad tracks.

c. Economic Development:

The new homes will increase the tax base for Peachtree City as well as Fayette County:

Fair Market Value:

180 Single family homes x \$360,000 avg = \$64,800,000.00

Tax Assessed Value is \$64,800,000.00 x 40% = \$25,920,000.00

Estimated Property Tax Revenue Based upon 2017 Millage Rate:

Peachtree City: \$25,920,000.00 x 7.065 mills = \$183,124.80

Fayette County Schools 21.110 mills = \$547,171.20

Fayette County 5.127 mills = \$132,891.84

\$863,187.84

Peachtree City Impact Fee: 180 Lots x \$4,233.78 = \$760,080.40

- d. Fire and Rescue:* The Fire Station 84 located at 467 Crabapple Lane is located within 1.8 miles of the Subject Property, and it is anticipated that a new Fire Station will be built on MacDuff Parkway. Both stations are within the established level of service standards

- e. *Potable Water:* Please see letter dated January 30, 2018 submitted simultaneously with this Application from the Fayette County Water System verifying potable water availability for the Subject Property.
- f. *Sewer:* Please see letter dated January 31, 2018 submitted simultaneously with this Application from the Peachtree City Water and Sewage Authority confirm sewer capacity for the area.
- g. *Transportation:* The Subject Property will have access to MacDuff Parkway which is an 80 ft right of way which is currently under construction. MacDuff Parkway will have two lanes and was originally designed to accommodate the 1,300 single family homes being developed in the area road which will have more than sufficient capacity to handle the 1,800 trips at 10 trips per day per home, that will be generated by the proposed project. Additionally, there will be sidewalks and walking paths through the Subject Property that will provide connectivity to the existing sidewalks being built in the surrounding area.

(2) Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property:

The proposed rezoning will permit a use that is suitable in view of the use and development of adjacent and nearby property. The West Village area in which the Subject Property is located is currently being developed for +/-1,300 single family homes. The proposed rezoning to LUR is consistent with the surrounding rezonings in the West Village area and will allow for development of a single-family product that is comparable to and consistent with the subdivisions that have already been approved for the area for development by Pulte Homes and Kolter Homes. Yet most importantly, the proposed rezoning will expand the diversity of home choices and price points for future residents of Peachtree City who will be given a choice of

multiple exterior designs and interior layout choices from another national home builder which in 2017 was listed in Fortune Magazine as the 26th fastest growing company in the United States.

(3) Whether the zoning proposal will adversely effect the existing use or usability of adjacent or nearby property;

The proposed rezoning will not adversely affect the existing use or usability of adjacent or nearby property. The proposed rezoning will allow for uses that are compatible with the surrounding uses, unlike the existing zonings for the Subject Property, particularly the portion of the Subject Property zoned GI which would allow for industrial development that would have an adverse effect on adjacent and nearby properties.

(4) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned;

As currently zoned AR and GI, the Subject Property has no economic value as currently zoned. The current zoning is not marketable and is inconsistent with the development patterns for the surrounding area.

(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;

The proposed rezoning will not result in excessive or burdensome use of the extension of MacDuff Parkway which is currently under construction by a private developer. While McDuffy Parkway will be a 2 lane 80 ft ROW, the additional 180 homes with an estimated 1,800 trips per day will not have any significant impact on Mac Duffy Parkway which is being designed to accommodate a minimum of 1,300 homes with an estimated 130,000 trips per day. Additionally, the proposed subdivision will have sidewalks which will allow for connection into the Peachtree City Multi-Use Path System being extended from Centennial S/D to Senoia Road along MacDuff Parkway. There is ample utility capacity and availability in the area for the Subject Property as

evidenced by the availability letters submitted with this Application. Finally, with respect to the impact of the public-school system, while the additional homes will result in creating additional pressure on the existing schools in the area, the proposed subdivision will generate in excess of a \$500,000 in annual tax revenue to contribute towards the expansion of the existing schools in the area, as well as the development of new schools in the area.

(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.

As previously stated the Subject Property is the final assemblage of parcels in the Wests Village area off of MacDuff Parkway. As currently zoned the Subject Property has no economic use and is incompatible with the uses surrounding the Subject Property. Agricultural and Industrial uses are simply out of line with vision that the City has for the West Village area based upon the surrounding SFM and SFC land uses and LUR rezonings previously approved by the City Council.

V. CONSTITUTIONAL ALLEGATIONS

The portions of the 1977 Zoning Ordinance of Peachtree City, as amended (the "Peachtree City Zoning Ordinance"), facially and as applied to the Subject Property, which restrict or classify or may restrict or classify the Subject Property so as to prohibit its development as proposed by the Applicant are or would be unconstitutional in that they would destroy the Applicant's property rights without first paying fair, adequate and just compensation for such rights, in violation of Article I, Section I, Paragraph I of the Constitution of the State of Georgia of 1983, Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

The application of the Peachtree City Zoning Ordinance to the Subject Property which

restricts its use to any classification other than that proposed by the Applicant is unconstitutional, illegal, null and void, constituting a taking of Applicant's Property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States, Article I, Section I, Paragraph I, and Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States denying the Applicant an economically viable use of its land while not substantially advancing legitimate state interests.

A denial of this Application would constitute an arbitrary and capricious act by the City Council of Peachtree City without any rational basis therefore, constituting an abuse of discretion in violation of Article I, Section I, Paragraph I of the Constitution of the State of Georgia of 1983, Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

A refusal by the City Council of Peachtree City to rezone the Subject Property to the classification as requested by the Applicant would be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and owners of similarly situated property in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States. Any rezoning of the Property subject to conditions which are different from the conditions requested by the Applicant, to the extent such different conditions would have the effect of further restricting Applicant's utilization of the property, would also constitute an arbitrary, capricious and discriminatory act in zoning the Subject Property to an unconstitutional classification and would likewise violate each of the provisions of the State and Federal Constitutions set forth hereinabove.

The existing zoning classification on the Subject Property is unconstitutional as it applies to the Subject Property. This notice is being given to comply with the provisions of O.C.G.A. Section 36-11-1 to afford the City an opportunity to revise the Property to a constitutional classification. If action is not taken by the City to rectify this unconstitutional zoning classification within a reasonable time, a claim will be filed in the Superior Court of Fayette

County, Georgia demanding just and adequate compensation under Georgia law for the taking of the Subject Property, diminution of value of the Subject Property, attorney's fees and other damages arising out of the unlawful deprivation of the Applicant's property rights.

IV. CONCLUSION

For the foregoing reasons, the Applicant respectfully requests that the Rezoning Application at issue be approved. The Applicant also invites and welcomes any comments from Staff or other officials of Peachtree City so that such recommendations or input might be incorporated as conditions of approval of this Application.



CENTURY
COMMUNITIES

**Planning Commission of Peachtree City
Meeting Minutes
June 25, 2018
7:00 p.m.**

The Peachtree City Planning Commission met Monday, June 25, 2018, in the Community Room at City Hall. Planning Commission members in attendance were: Chairman Frank Destadio, Jack Bernard, Lisa Ann Curtis, Paul Gresham, and JT Rabun, as well as Alternate Michael Link. Senior Planner Robin Cailloux, Planning Assistant Chandra Wright, and Deputy City Clerk Pam Dufresne also were present.

Additions or Deletions

None

Announcements and Reports

None

Approval of Minutes

Planning Commission Meeting June 11, 2018

Rabun moved to approve the June 11, 2018, Planning Commission meeting minutes as written. Bernard seconded. Motion carried 4-0-1 (Destadio).

Public Hearings

**PH-18-03 Rezoning Request, 180 Old Senoia Road (66 acres in Wilksmoor Village)
from A-R and G-I to LUR**

Destadio read the public hearing protocol and opened the public hearing.

Cailloux noted that six parcels in Wilksmoor comprised the 66.5 acres proposed for rezoning. The property was currently zoned Agricultural Reserve (AR) and General Industrial (GI), and the applicant was requesting Limited Use Residential (LUR). The parcels were surrounded by LUR and General Residential (GR) properties. She added there was still a portion of industrial-zoned land remaining in the area that had not been included in the request.

Cailloux continued that the City's Comprehensive Plan had designated the area as single-family low-residential and general industrial. While the proposed plan did not comply with the Future Land Use Plan the proposed use is compatible with the surrounding residential uses and the church.

There would be an entrance into the proposed subdivision from MacDuff Parkway. The development included 26 acres of open space and a 2.5-acre amenity area. The applicant requested 180 residential lots that would be 52 feet wide and average 6,500 square feet in area. The homes would be at least 1,600 square feet, and the applicant proposed setbacks similar to those in Everton and Saranac. The applicant also would have a 100-foot buffer for the lots along the railroad tracks, similar to Everton.

The proposed development complied with the City's policy to promote industrial development in the Industrial Park, Cailloux pointed out, adding that industrial and residential uses are not considered compatible in land use planning. Staff is of the opinion that the proposed development would not have a negative impact on the surrounding uses. Staff had also reviewed the proposal to see if the development would cause an excessive burden on the infrastructure, and Cailloux said it would not. Sewer, electrical, and water capacity is available. An estimated 69 students could be added to the school system.

Cailloux referenced a 2014 transportation study commissioned by the City, saying this area had been studied for both industrial and residential uses. The industrial use would create more traffic, she explained, adding the road would still operate on an acceptable level of "C" with the traffic created by either use.

Staff recommended approval of the rezoning request, Cailloux said. There were one and one-half pages of recommendations (conditions) for the development, she continued. Most of the proposed conditions complied with what the applicant had requested, and the recommended setbacks were identical to those in Cresswind and Everton, including sidewalks on both sides of the road. At least one multi-use path connection was required in the southern part of the development near the street identified as Road D, and a second path connection should be routed along the southwestern edge of MacDuff Parkway to align with an existing crossing at the controlled intersection of MacDuff Parkway and Cresswind Boulevard. The path connections would help reduce car trips on MacDuff Parkway.

Destadio asked if the developer had accepted all of the 21 conditions. Michael Meshkaty spoke on behalf of Century Communities of Georgia, the applicant, and the property owners, Victoria K. Hardy and Stephen D. Kidd, co-executors of the estate of Vivian Whitlock; Stephen and Nancy Kidd; Victoria K. and Victor M. Hardy; Diane McWilliams Morgan and Deb Brown Gable, co-executors of the estate of Elmyra Whitlock; and Diane McWilliams Morgan, executor of the will of Bobby L. McWilliams. He noted that just short of 40% of the 66 acres would remain as Open Space (OS). They were asking for 180 units; however, that number could change depending on the conditions/engineering on the property.

One of the recommendations had been to remove the railroad crossing at Wilks Grove Baptist Church, Meshkaty continued, which the Kidds and the church used as access to Senoia Road. His company had contacted the church and Stephen Kidd to see if they were willing to use an alternate access to MacDuff Parkway so the crossing could be closed. However, Meshkaty pointed out that unless the church and Kidd agreed to use the alternate access provided through the proposed subdivision, the crossing would stay open.

There was also another crossing in the area that Meshkaty believed was used by Coweta Fayette EMC to access a smaller power easement. Meshkaty continued that they were also talking to Coweta Fayette EMC regarding another access point they could use. The developer had offered to make improvements so both crossings could close. He added that Coweta Fayette EMC had put in underground power to Everton, and Century Homes was also working on underground power.

Meshkaty asked the Commissioners to consider changing the condition's wording by adding, "only if the church complied with the request." He reiterated that the developer wanted to do this; however, the church must agree to close the railroad crossing.

The developer was also in agreement with putting in a 10-foot multi-use path that would connect to Everton. Meshkaty continued, adding they had been asked to provide path access to Cresswind Boulevard and they would gladly provide this.

The developer had discussed the issue with Nathan Brooks at the Water & Sewerage Authority (WASA). Sewer would eventually be in Phases 5 and 6 of Everton so a permanent connection could be made at that time. In the interim, a temporary lift station would be built to WASA's specifications to facilitate their development.

The housing styles would range from ranches to two stories with master on main. The amenities

plan had not been finalized, but Meshkaty said there would be a clubhouse, pool, and playground, and there were also plans for a dog park and walking paths.

Vic Hardy said CSX had contacted his family about shutting down the crossing at the church, adding the crossing had been there for 70 years and all the builders had been using it. He said the planned route to the church would be safer than the crossing. The family had been very involved with the plans and felt Century Communities would bring a lot to the City, Hardy continued. Everyone involved seemed to understand the City well, he added.

Mike Lorber spoke on behalf of the McWilliams and Elmyra Whitlock families, saying the proposed development was a great project. He added that these were the last parcels owned by people who moved to the City in the 1980s.

Stephen Kidd and Vic Hardy described the location of the proposed access to the church, saying it would come out via a curb cut. Kidd said the builders' trucks had been going by the church until the church closed access to the road to alleviate the truck traffic.

Harry Vanderkrabben, a resident of Sagamore, said he was not opposed to the proposed subdivision, but he had questions. Destadio requested that he wait until after the public hearing portion of the meeting. Destadio closed the public hearing, and opened up for questions.

Destadio referred to page 5 of the applicant's documents, saying the information on that page said there were 65.9 acres and 110 lots. The application said there were 66.54 acres with 180 lots planned. Cailloux believed the table containing this information might have been pulled from a previous application that had been withdrawn, while the 66.54 acres and 180 lots came from the current rezoning application. Meshkaty confirmed that the information in the current application was correct.

Destadio continued that Meshkaty had stated the detention pond would be maintained by the Stormwater Utility. Cailloux said residential stormwater ponds are typically maintained by the City.

Destadio noted that the 21 recommendations from the City were numerous and asked Meshkaty to state his concerns. Meshkaty expressed concerns about the potential interpretation of the requirements. Destadio agreed, adding that the City could not require the applicant to do something the church would not agree to, so that condition should be reworded to include the church must concur.

Meshkaty said one of the recommendations specified the minimum lot width at 52 feet. He asked if that could change to "50 to 52 feet" to provide some wiggle room when/if needed. Cailloux said staff did not have a strong opinion on a two-foot difference.

Another recommendation was a minimum front building setback of 15 feet for each lot. Meshkaty said they were also required to have a 20-foot separation every 10 units. He noted that every corner lot would have two front yards, and the condition required each side have a front yard setback of 15 feet. He asked to change the minimum front setback on corner lots to 10 feet.

Destadio said that the conditions had to be in compliance with the zoning ordinance, so staff and the City Attorney would need to agree on the wording. It needed to be done before the public hearing by City Council.

Another condition Meshkaty addressed read, "Initial construction activities shall be limited to clearing and grading associated with road, utility, and stormwater facilities. Absolutely no mass

clearing or grading shall be permitted on the property." Meshkaty said the developer would work with the City on this condition, saying it could be misconstrued and create many inconsistencies and problems with erosion control and the development.

Destadio asked how much of the 40% open space was useable. Meshkaty said it included some wetlands. They would work with staff to come up with a good phasing plan for the development without mass clearing.

Lorber, who noted he was a landscape architect, said it would be hard to save trees at the density of those on the parcel. A portion of the land had been timbered, leaving mostly sweetgums. There would need to be a street tree planting.

Destadio asked about traffic numbers, referring to the City's 2014 traffic study, which was before Cresswind and Everton started construction. Cailloux said that was correct, but projected the traffic from both the Everton and Cresswind developments.

Curtis asked when the temporary lift station would be finished. She wanted to ensure it was upgraded and connected to the sewer system, and she wanted to understand the timeline. Cailloux said she would have to get back to Curtis on the design specifics. They would get a timeline and standards from the Water & Sewerage Authority (WASA). Curtis said temporary lift stations were still in use in other cities and counties, and she wanted to ensure that did not happen here.

Destadio asked what the developer's schedule was to replace the temporary lift station with a permanent one. Meshkaty said preliminary engineering had begun. They would submit the engineering plans within two to three months. It would take another nine months to develop the site. Phases 5 and 6 of Everton were not yet ready, and their plans were still being submitted. Until Everton's developer was ready, they would not be able to tie in. Destadio directed Cailloux to ask WASA if there was a standard to meet and to provide it to Century Communities.

Rabun asked about routing the sewer line in the rights-of-way. Meshkaty said they were working on the feasibility study and where to tie-in. There was a potential tie-in in Cresswind and two would be possible in the later phases of Everton.

Gresham asked about the fourth bullet point in the recommendations; and recommended a wording change, noting that "facing a public street" should be changed to "visible to a public street."

Gresham was also concerned with the amenity area in the master plan, which had two and one-half acres designated for the area. He said nothing really defined the commitment to what the amenities would be, and he asked to add wording for the developer to work with City staff on what amenities would be provided. Link agreed with Gresham, adding that he wanted to see more of a plan as well as a commitment. Meshkaty said they would commit to working with the commissioners and staff on language.

Bernard said that the plan presented did not comply with the Land Use Plan. Cailloux confirmed that was correct. Bernard continued there seemed to be a pattern of going from low-density on the City's edge to high-density in this area, and the impact remained to be seen. Cailloux noted that low-density was considered one-acre lots and larger in the Land Use Plan; medium density was one to three units per acre, and medium cluster was four or more units per acre. After that, high density, such as apartments, began.

Bernard asked why staff recommended approval. Cailloux said that, when looking at the map of the area and stepping down in density, there was higher density to the south, then a step down to similar medium density on the City's boundary. Bernard said the MacDuff area was not consistent with the rest of the City. It had been clear-cut, and there were speed bumps long MacDuff Parkway. There were not many trees. He asked why the City should make an exception to approve the plan when it was not consistent with the rest of the City.

Cailloux said staff had looked at Wilksmoor Village, and they had considered its history. Wilksmoor was supposed to be a bit different from the rest of the City. It had more of the new urbanist design. The trend was the clustering of housing with preservation of green space. When this plan was presented, staff felt it was similar enough to be compatible to surrounding development patterns. Bernard asked if the City did not have enough 50-foot wide lots with 10 feet between the houses. Cailloux commented that she could not speak to market demands; that staff reviews the plans as presented by applicants.

Bernard asked if staff had considered the economic impacts of the development on the City's budget. Cailloux said the proposed development had 2.7 units per acre, and an average price point of \$360,000 would have a net positive impact on the budget. Bernard said \$700,000 homes on one-acre lots would have a better impact on the City's tax base, adding the City would lose \$18 million in tax revenue if this project were approved.

Rabun agreed that the property zoned for industrial should be rezoned, but he had concerns about the density. Rabun agreed with other commissioners regarding the temporary lift station. He asked if they could make it a condition that the homeowners association (HOA) maintain the temporary lift station until WASA could take it over.

Link asked whether there would be wording on the final plat on whether the developer or HOA was responsible for maintaining the covenants. Cailloux said it was typical for an HOA to be responsible for enforcing the covenants in new subdivisions.

Mr. Vanderkrabben expressed concern over unintended consequences. There was no signage for MacDuff Parkway in the area, and people on golf carts were looking for the paths. Residents had been looking forward to the opening of MacDuff Parkway from SR 54 to Senoia Road. He also pointed out that church had a 55-plot cemetery, asking what would happen to it. Meshkaty said no one would disturb the cemetery.

Victor Hardy said this project would draw residents living in larger houses from other areas of the City, and older residents that did not want to move to Cresswind would move to smaller homes in other subdivisions. Rabun acknowledged the proposal was very similar in density to the surrounding developments.

Bernard said there was a clear negative impact by building a subdivision with smaller homes, adding there would be an additional \$23 million in taxable revenue with larger homes on larger lots based on his calculations. The City would lose \$18 million in taxable revenue with the proposed project. This information should be presented to City Council. He said he would either abstain or vote against the project because he did not know the fiscal impact.

Meshkaty said a land use attorney had prepared their calculations. At \$225 per square foot, the market numbers were strong and was in harmony with the rest of the City. They would offer a range of home from 2,000 to 3,500 square feet. Very few homeowners could afford \$500 per square foot. The homes would go up in value with the options chosen by the homeowner.

Bernard said the last home in his subdivision sold for \$300,000, it had 2,500 – 3,000 square feet, and it was 10 – 15 years old. He had recently had his home re-evaluated, and the 3,900 square-foot home was valued at \$380,000, which was much less than \$225 per square foot.

Curtis supported the rezoning to residential. People did not understand what type of uses could go in the industrial zoning. She lived in Wilksmoor Village and was very concerned about potential industrial traffic.

Bernard moved to deny the rezoning and for it to be restructured and brought back later. The motion died from lack of a second.

Rabun moved to approve agenda item PH-18-03 Rezoning request, 180 Old Senoia Road (66 acres in Wilksmoor Village) from A-R and G-I to LUR-18 with the recommendations by staff as amended by the previous discussion including the specifics of the amenities package as part of the conceptual plan, the force main and lift station meeting WASA requirements. Gresham seconded. Motion carried 4-1 (Bernard).

Old Agenda Items

06-18-05 Landscape plan, CertainTeed (200 Sierra Drive)

Cailloux noted this was an unusual project as CertainTeed was an outdoor storage yard under phased construction. This plan was for Phase 1. The site was zoned G-I and was located along SR 74 South, an arterial road, with a 60-foot buffer requirement and a berm. The landscaping was required to screen the large outdoor storage area from their neighbor across the street. CertainTeed had postponed the first appearance before the Commission after learning about the Alternative Compliance Tree Fund option, and they wanted to participate in it.

Based on 48,560 square feet of imperious surface in Phase 1, 147 caliper inches of canopy trees and 98 caliper inches of understory trees were required. The applicant had requested the use of the Tree Fund, and the proposal was to plant 45 inches of canopy trees and 68 inches of understory trees (61% of the overall requirement). The applicant would contribute the cost to plant 30 trees on public property, Cailloux reported.

The applicant had saved many of the trees on the site and that new trees planted under these trees would not thrive on the property. The majority of the trees that would be planted on the site would be along the edge of the berm. Staff recommended approval of the plan presented, she added.

John Johnson of Tiernan & Patrylo, the general contractor for the development, said they could increase the number of trees to the Tree Fund to 38 or 39 if necessary. Destadio said the requirement was based on caliper inches. They had met the 50% requirement for the site. Destadio asked Johnson to work with City staff to discuss adding more to the Tree Fund.

Rabun said the commissioners had approved the phased development. He would prefer CertainTeed contribute to the Tree Fund rather than plant trees no one could see. Rabun noted the previous plan for the phase had the permanent tree save area along Sierra Drive shown as future storage. He pointed out that approval of the landscape plan with a permanent tree save area meant they could never use that area for storage.

Gresham moved to approve agenda item 06-18-05 Landscape plan, CertainTeed (200 Sierra Drive) as discussed with the condition that the applicant contribute to the Tree Fund to a greater extent. Curtis seconded. Motion carried unanimously.

New Agenda Items

06-18-06 Elevation review, Granite & Marble Warehouse (2 Falcon Drive)

Cailloux said the project was under construction, and the concept plan had been approved. At the time it was approved, the façade, as presented, had not met the standards. The building would face Dividend Drive, and a portion faced Falcon Drive.

Cailloux continued that the plan for the warehouse building included a combination of multi-colored brick and stone, as well as prefinished metal siding. The plan met the minimum requirements for masonry and stone on the front elevation, which was in excess the 80% requirement. The side elevation exceeded the 50% requirement for stone. The warehouse portion was tan painted metal. Staff recommended approval. Chris Davis of Tiernan & Patrylo was available to answer questions, but he had no additional comments for the elevation review.

Gresham said the new elevations were much better than the originals. A landscape plan would be submitted in the future. Destadio pointed out that the building predominantly faced Falcon Drive, asking if the developer would be able to save any of the trees along Falcon Drive. Gresham noted there was a 50-foot undisturbed buffer along Dividend and Falcon Drives. Davis said the trees in the buffer would not be disturbed.

Rabun noted the existing facility on the corner, and Cailloux said it was the National Oceanic and Atmospheric Administration (NOAA) building. Rabun said the building would be facing the NOAA parking lot, asking it if there would be a tree save area or landscaping to help with the view. Daniels said there would be a pond between this building and the NOAA building, which would face the south elevation. Cailloux said some landscaping could be added. She noted that NOAA had actually contacted the property owner before the concept plan had been reviewed to request some trees be cut because they had grown so much that they interfered with satellite reception.

Curtis moved to approve agenda item 06-18-06 Elevation review, Granite & Marble Warehouse, as presented. Rabun seconded. Motion carried unanimously.

Destadio asked for final comments. Bernard said he did not know if the impact on the City's tax base was part of the specific criteria City Council considered when making a rezoning decision, but it needed to be. He planned to send a recommendation that Council consider making it part of the criteria.

Rabun agreed the financial aspect was important. Destadio said all aspects should be considered, and he planned to check his training materials when he got home to see if the impact on the tax base was one of the considerations. Cailloux noted the state laid out five or six criteria for consideration.

There being no further business to discuss, Destadio adjourned the meeting at 9:00 p.m.

Frank Destadio, Chairman

Attest: _____
Pam Dufresne, Deputy City Clerk

Ordinance Number _____ (LUR-18)

**AN ORDINANCE TO AMEND THE
PEACHTREE CITY ZONING ORDINANCE
TO REZONE 66.5 ACRES OF LAND
LOCATED WITHIN THE CITY LIMITS OF PEACHTREE CITY
PARCELS 0735 001, 0735 010, 0735 021, 0745 002, 0745 010, & 0745 011
FOR A SINGLE-FAMILY DETACHED RESIDENTIAL SUBDIVISION,
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. The Peachtree City Zoning Ordinance Article X, Requirements by District, Section 1013A, Specific Limited Use Residential Districts, be amended to add Section 1013A.18 Limited-use residential district no. 18 as follows:

- (a) The zoning of the property described below shall be rezoned from the current zoning designation of AR Agricultural Reserve and GI General Industrial to LUR-18 Limited Use Residential. Said property is more particularly described as follows:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING LOCATED IN LAND LOTS 155, 156, 166, AND 167, OF THE 7TH LAND DISTRICT OF FAYETTE, COUNTY, GEORGIA; WITHIN THE CITY LIMITS OF PEACHTREE CITY; ALL AS WILL APPEAR ON A SURVEY ENTITLED "BOUNDARY SURVEY FOR CRAFTMARK DEVELOPMENT, LLC.", DATED SEPTEMBER 26, 2017; AS PREPARED BY KEVIN M. BROWN, GEORGIA REGISTERED LAND SURVEYOR NO. 2960 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at a $\frac{3}{4}$ open top pipe located North 89 degrees 43 minutes 10 seconds West a distance of 414.24 feet from a $\frac{1}{2}$ inch rebar found at the common corner of Land Lots 155, 156, 166, and 167;

Thence, South 01°13'15" East a distance of 228.84 feet to a railroad iron; thence North 89°59'00" East a distance of 940.64 feet to an iron pin and cap set; thence North 06°47'00" West a distance of 162.62 feet to an iron pin and cap set in the southerly line of Wilks Grove Church Road; thence, North 78°00'00" East a distance of 24.93 feet to an iron pin and cap set in the westerly right-of-way line of CSX Railroad (100 foot right-of-way width); thence, with said right-of-way line, South 06°47'00" East a distance of 193.00 feet to a $\frac{1}{2}$ inch rebar; thence, South 06°43'14" East a distance of 684.05 feet to a railroad rail; thence, South 06°47'05" East a distance of 693.49 feet to a $\frac{3}{4}$ inch crimp top pipe; thence South 06°48'14" East a distance of 744.14 feet to a 1 inch open top pipe; thence leaving said right-of-way line, South 88°37'43" West a distance of 810.18 feet to a 1 inch open top pipe; thence, North 00°13'58" East a distance of 639.88 feet to a railroad rail; thence,

South 89°52'51" West a distance of 872.40 feet to a railroad rail; thence, North 00°25'01" East a distance of 904.39 feet to a ½ inch rebar; thence, North 00°13'19" West a distance of 805.41 feet to a ½ inch rebar; thence, 15.89 feet along a curve to the right (said curve having a radius of 410.00 feet, and a chord bearing North 82°02'12" East, 15.89 feet) to a ½ inch rebar; thence, North 83°08'48" East a distance of 182.34 feet to an iron pin and cap set; thence, 39.87 feet along a curve to the left (said curve having a radius of 650.00 feet, and a chord bearing North 81°23'23" East, 39.86 feet) to an iron pin and cap set; thence, North 89°29'38" East a distance of 145.84 feet to an iron pin and cap set; thence, North 24°28'17" West a distance of 100.23 feet to an iron pin and cap set; thence, 50.01 feet along a curve to the left (said curve having a radius of 590.00 feet, and a chord bearing North 65°31'43" East, 50.00 feet) to an iron pin and cap set; thence, South 24°28'17" East a distance of 122.45 feet to an iron pin and cap set; thence, North 89°29'38" East a distance of 29.09 feet to the POINT OF BEGINNING.

Said property contains 66.54 acres.

- (b) This tract is illustrated on the Boundary Survey prepared by Falcon Design Consultants, LLC, a copy of which is attached hereto as Exhibit "A" and incorporated herein by express reference.

It is intended that the LUR-18 zoning district be established specifically for the development of a single-family detached residential subdivision to be developed substantially in accordance with the following express conditions:

- (c) *Conformance with Conceptual Site Plan.*

Development shall take place substantially in conformance with the Conceptual Site Plan as prepared by Mooney Design Studio, a copy of which is attached hereto as Exhibit "B" and incorporated herein by express reference. Any substantive change to this plan or any of the conditions and requirements of this section shall require a new rezoning action.

- (d) *Permitted Uses.*

1. No more than 180 single-family detached residential lots.
2. Publicly owned buildings, facilities or land.
3. Buildings, facilities or land for the distribution of utility services.
4. Buildings, facilities or land for non-commercial park, recreation or open space purposes.
5. Accessory uses (see Section 908).
6. Customary home occupations (see Section 907).

- (e) *Conditional Uses.*

No conditional uses shall be permitted within this zoning district.

(f) *Other Requirements.*

1. Maximum number of dwelling units: 180
2. Minimum floor area per dwelling unit: 1,600 square feet
3. Minimum lot width: 50 feet
4. Minimum front building setback: 10 feet provided that at least two paved parking space are provided on each lot; at least one of these spaces must be within a fully enclosed garage, and garage entrances shall be at least 20 feet from the property line.
5. Minimum side setback: 0 feet; provided that at least a 10-foot separation is maintained between dwelling units; and provided that at least a 20-foot separation is provided between every ten dwellings.
6. Minimum rear setback: 10 feet.
7. Maximum building height: Two stories, not including a basement level
8. Architectural concept: Homes shall be constructed in similar design and materials as presented in the master plan. Each home with a side elevation facing a public street shall include architectural detailing of the side elevation to avoid creating a blank wall visible from a public street.

(g) *The overall development of the tract is subject to the following understandings and conditions:*

1. The developer shall grant an access easement to Wilkes Grove Church to the new internal public street if the church accepts. The intent of this condition is to eventually allow the closure of the at-grade railroad crossing currently being used by the church.
2. A 50-foot-wide greenbelt shall be provided along the frontage of MacDuff Parkway as required by the Land Development Ordinance.
3. A minimum 100-foot greenbelt shall be provided along the CSX railroad. This greenbelt shall be left undisturbed during construction and removal of trees in not permitted unless approval is granted by the Planning and Development Director. This greenbelt shall be dedicated to the City.
4. Initial construction activities shall be limited to clearing and grading shown on the Grading Plan provided by the developer, which leaves 23% of the property undisturbed.
5. The location of all floodplains and associated buffers shall be field located and surveyed prior to preparation of the concept plat. No development shall be permitted within these areas.

6. Developer shall coordinate with the City Engineer to update the master hydrology study performed for the Wilksmoor Village Development. Developer shall be responsible for the construction of any ponds or other structures necessary to ensure no detrimental effects occur downstream.
7. An amenity area shall be provided as shown on the master plan and include a pool, a heated clubhouse with restrooms, and a dog park. Off-street parking shall be provided as per the minimum Zoning Code parking ratios.
8. Community mailbox stations shall be provided near the amenity area. Mailbox stations shall be covered with a roof either in a separate structure or within a community clubhouse.
9. Sidewalks shall be provided on both sides of internal streets and shall be constructed to City standards.
10. At least one multi-use path connection shall be provided to the southwestern property line in order to connect to planned multi-use paths in the Everton subdivision. This connection shall be separated from the road, shall comply with all City standards, and shall be located between Road "D" and the southern property line.
11. The developer shall construct a multi-use path along the southeastern border of MacDuff Parkway right-of-way connecting the existing path crossing at Cresswind Boulevard to the proposed entrance street Road "A".
12. The maintenance of all internal parks, landscaped areas, sidewalks, subdivision entrances, and community amenity areas shall be the sole responsibility of the homeowners' association, and a note to this end shall be placed on the final plat.
13. A statement addressing the proximity of the development to the CSX railroad shall be placed on the final plat for the overall development.
14. The developer shall coordinate with Peachtree City Water and Sewerage Authority regarding sewer connection design requirements and maintenance.

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 _____ 2018.

Vanessa Fleisch, Mayor

Attest: _____
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager 

FROM: Paul J. Salvatore, Financial Services Director 

DATE: July 13, 2018

SUBJECT: Public Hearing – FY 2019 Budget
July 19, 2018, City Council Agenda

Recommendation:

Hold public hearing to gain input from public regarding the FY 2019 proposed budget.

Discussion:

Per OCGA 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 any questions.

Budget Impact:

N/A

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: Jonathan N. Rorie, City Manager

FROM: Michael Warrix, AICP
Planning and Development Director

DATE: July 11, 2018

SUBJECT: Consider Resolution of Support for Local Legislation for the Power to Create
Community Improvement Districts
July 19, 2018 City Council Meeting

Recommendation:

That Council consider the attached resolution and legislative language relating to the creation of Community Improvement Districts (CID) within Peachtree City.

Background:

As you will recall, the topics of redevelopment and the potential for the establishment of Community Improvement Districts (CID) were discussed at length during the Council retreat workshop held on April 3, 2018. In order to provide the legal basis for the creation of one or more CIDs within the City, local legislation must be provided to the Fayette County legislative delegation for introduction in the Georgia General Assembly.

Attached is a slide from the April 3rd Council workshop that summarizes the procedural steps involved in CID authorization and creation. Also attached is a draft of the proposed legislation for consideration and action, along with the resolution from Council in support of the change.

Budget Impact:

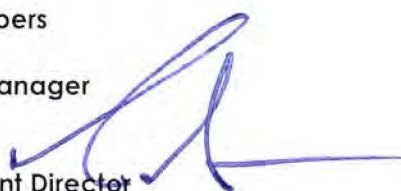
There are no budget impacts associated with this request.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: Jonathan N. Rorie, City Manager

FROM: Michael Warrix, AICP
Planning and Development Director 

DATE: July 11, 2018

SUBJECT: Consider Community Improvement District (CID) Draft Legislation
July 19, 2018 City Council Meeting

Recommendation:

Staff recommends that Council consider the attached legislative language relating to the creation of Community Improvement Districts (CID) within Peachtree City.

Background:

As you will recall, the topics of redevelopment and the potential for the establishment of Community Improvement Districts (CID) were discussed at length during the Council retreat workshop held on April 3, 2018. In order to provide the legal basis for the creation of one or more CIDs within the City, local legislation must be provided to the Fayette County legislative delegation for introduction in the Georgia General Assembly.

Attached is a slide from the April 3rd Council workshop that summarizes the procedural steps involved in CID authorization and creation. Also attached is a draft of the proposed legislation for consideration and action.

Budget Impact:

There are no budget impacts associated with this request.

CITY OF PEACHTREE CITY
STATE OF GEORGIA

RESOLUTION No. _____

A RESOLUTION TO REQUEST LEGISLATION TO BE AUTHORIZED TO CREATE COMMUNITY IMPROVEMENT DISTRICTS UNDER ARTICLE IX, SECTION VII, OF THE CONSTITUTION OF THE STATE OF GEORGIA; TO PROVIDE DEFINITIONS; TO PROVIDE FOR BOARDS TO ADMINISTER SAID DISTRICTS; TO PROVIDE FOR THE APPOINTMENT AND ELECTION OF MEMBERS OF SUCH BOARDS; TO PROVIDE FOR TAXES, FEES, AND ASSESSMENTS; TO PROVIDE FOR THE BOUNDARIES OF SUCH DISTRICTS; TO PROVIDE FOR DEBT OF SUCH DISTRICTS INCLUDING BONDED INDEBTEDNESS; TO PROVIDE FOR COOPERATION WITH LOCAL GOVERNMENTS; TO PROVIDE FOR POWERS OF SUCH BOARDS; TO PROVIDE FOR CONSTRUCTION; TO PROVIDE THAT NO NOTICE, PROCEEDING, PUBLICATION, OR REFERENDUM SHALL BE REQUIRED; TO PROVIDE FOR DISSOLUTIONS; TO PROVIDE FOR PROCEDURES CONNECTED WITH ALL OF THE FOREGOING; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; TO REPEAL CONFLICTING LAWS; AND FOR OTHER PURPOSES.

WHEREAS, the Peachtree City, Fayette County, Georgia, was duly incorporated by an act appearing at 1959 Ga. Laws, p. 2049, as amended by Ordinance No. 770, adopted September 6, 2001, et. seq.; and

WHEREAS, the City Council has determined that it appears to be in the best interest of the citizens of the City of Peachtree City to be authorized to create community improvement districts as provided under Article IX, Section VII, of the Constitution of the State of Georgia;

THEREFORE BE IT RESOLVED, the proposed legislation attached hereto as Exhibit "A", is hereby approved and is to be presented to the Fayette County Delegation of the General Assembly of the State of Georgia in the form attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, that said Fayette County Delegation of the General Assembly of the State of Georgia be and is hereby authorized to introduce said legislation in the General Assembly of the State of Georgia in accordance with applicable State law.

BE IT FURTHER RESOLVED that said member of the Fayette County Delegation of the General Assembly of the State of Georgia, to be selected by said Delegation, shall be authorized to advertise said intention to introduce such legislation.

IT IS SO RESOLVED, this _____ day of July 2018.

ATTEST:

Betsy Tyler, City Clerk

Vanessa Fleisch, Mayor

Mike King, Council-member

Terry Ernst, Council-member

Phil Prebor, Council-member

Kevin Madden, Mayor Pro-Tem

CLERK'S CERTIFICATION

I, BETSY TYLER, City Clerk of the City of Peachtree City, do hereby certify that I am the keeper of the seal, minutes, and records of said City; that the attached is a true, correct, and exact copy of the original Resolution as the same appears on record in the office of the City Clerk of the City of Peachtree City, Georgia; adopted July 19, 2018, authorizing the introduction of legislation in the General Assembly of the State of Georgia to allow for the creation of community improvement districts in Peachtree City.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the corporate seal of the City this the _____ day of _____ 2018.

Betsy Tyler, City Clerk
City of Peachtree City, Georgia



COMMUNITY IMPROVEMENT DISTRICTS FORMATION

- Steps to CID Formation:

1. State law
 - Local legislation must be passed by the General Assembly providing for CIDs in a specified county or municipality, or both
2. Local Government Enactment
 - The adoption of a resolution consenting to the creation of a CID by the governing authority of the municipality if the CID is located wholly within the incorporated area
3. Consent of the Governed
 - A **majority** of the owners of real property within the CID which will be subject to taxes levied by the administrative body of the CID; AND
 - The owners of real property within the CID which constitutes at least **75 percent by value** of all real property within the community improvement district which will be subject to taxes, fees, and assessments levied by the administrative body of the community improvement district

House Bill _____

A BILL TO BE ENTITLED

AN ACT

To provide for the creation of one or more community improvement districts in Peachtree City, Georgia; to provide for a short title; to provide for the purposes of such districts; to provide for definitions; to provide for boards to administer said districts; to provide for the appointment and election of members of such boards; to provide for taxes, fees, and assessments; to provide for the boundaries of such districts; to provide for debt of such districts including bonded indebtedness; to provide for cooperation with local governments; to provide for powers of such boards; to provide for construction; to provide that no notice, proceeding, publication, or referendum shall be required; to provide for dissolutions; to provide the procedures connected with all of the foregoing; to provide for severability; to provide for an effective date; to repeal conflicting laws; and for other purposes.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

SECTION 1.

Short title.

This Act shall be known and may be cited as the "Peachtree City Community Improvement Districts Act of 2019."

SECTION 2.

Purpose.

The purpose of this Act shall be to provide for the creation of one or more community improvement districts within Peachtree City, Georgia, and such districts shall be created for the provision of such of the following governmental services and facilities as may be provided for in

the resolution activating each district created hereby, or as may be adopted by resolutions of the majority of the electors and the majority of the equity electors as defined in this Act:

- (1) Street and road construction and maintenance, including curbs, sidewalks, street lights, and devices to control the flow of traffic on streets and roads;
- (2) Parks and recreational areas and facilities;
- (3) Storm water and sewage collection and disposal systems;
- (4) Development, storage, treatment, purification, and distribution of water;
- (5) Public transportation;
- (6) Terminal and dock facilities and parking facilities; and
- (7) Such other services and facilities as may be provided for by general law.

SECTION 3.

Definitions.

As used in this Act, the term:

- (1) "Agricultural" means the growing of crops for sale or the raising of animals for sale or use, including the growing of field crops and fruit or nut trees, the raising of livestock or poultry, and the operation of dairies, horse boarding facilities, and riding stables.
- (2) "Board" means the governing body created for the governance of each community improvement district authorized by this Act.
- (3) "Caucus of electors" means for each district the meeting of electors as provided in this Act at which the elected board members of the district are elected or at which the governmental services and facilities to be provided by the district are determined. A quorum at such caucus shall consist of those electors present, and a majority of those present and voting shall be necessary to take action. No proxy votes may be cast. Notice

of said meeting shall be given to said electors and equity electors by publishing notice thereof in the legal organ of Peachtree City, Georgia at least once each week for two weeks prior to such meeting.

(4) "Cost of the project" or "cost of any project" means and includes:

(A) All costs of acquisition by purchase or otherwise, construction, assembly, installation, modification, renovation, or rehabilitation incurred in connection with any project or any part of any project;

(B) All costs of real property, fixtures, or personal property used in or in connection with or necessary for any project or for any facilities related thereto, including, but not limited to, the cost of all land, estates for years, easements, rights, improvements, water rights, connections for utility services, fees, franchises, permits, approvals, licenses, and certificates; the cost of securing any such franchises, permits, approvals, licenses, or certificates; the cost of preparation of any application therefor; and the cost of all fixtures, machinery, equipment including all transportation equipment and rolling stock, furniture, and other property used in or in connection with or necessary for any project;

(C) All financing charges and loan fees and all interest on bonds, notes, or other obligations of a district which accrue or are paid prior to and during the period of construction of a project and during such additional period as the board may reasonably determine to be necessary to place such project in operation;

(D) All costs of engineering, surveying, architectural, and legal services and all expenses incurred by engineers, surveyors, architects, and attorneys in connection with any project;

- (E) All expenses for inspection of any project;
- (F) All fees of fiscal agents, paying agents, and trustees for bondholders under any trust agreement, indenture of trust, or similar instrument or agreement; all expenses incurred by any such fiscal agents, paying agents, and trustees; and all other costs and expenses incurred relative to the issuances of any bonds, notes, or other obligations for any project;
- (G) All expenses of or incidental to determining the feasibility or practicability of any project;
- (H) All costs of plans and specifications for any project;
- (I) All costs of title insurance and examinations of title with respect to any project;
- (J) Repayment of any loans made for the advance payment of any part of the foregoing costs, including interest thereon and any other expenses of such loans;
- (K) Administrative expenses of the board and such other expenses as may be necessary for or incidental to any project or the financing thereof or the placing of any project in operation; and
- (L) The establishment of a fund or funds for the creation of a debt service reserve, a renewal and replacement reserve, or such other funds or reserves as the board may approve with respect to the financing and operation of any project and as may be authorized by any bond resolution, trust agreement, indenture of trust, or similar instrument or agreement pursuant to the provisions of which the issuance of any bonds, notes, or other obligations of the district may be authorized.

Any cost, obligation, or expense incurred for any of the foregoing purposes shall be a part of the cost of the project and may be paid or reimbursed as such out of the proceeds of bonds, notes, or other obligations issued by the district.

(5) "District" means the geographical area designated as such by the resolution of the governing body consenting to the creation of the community improvement district or as thereafter modified by any subsequent resolution of the governing body within which the district is or is to be located, or a body corporate and politic being a community improvement district created and activated pursuant hereto, as the context requires or permits.

(6) "Electors" means the owners of real property used non-residentially within the district which is subject to taxes, fees, and assessments levied by the board, as they appear on the most recent ad valorem real property tax return records of Fayette County, or one officer or director of a corporate elector, one trustee of a trust which is an elector, one partner of a partnership elector, or one designated representative of an elector whose designation is made in writing. An owner of property that is subject to taxes, fees, or assessments levied by the board shall have one vote for an election based on numerical majority. An owner of multiple parcels has one vote, not one vote per parcel, for an election based on numerical majority. Multiple owners of one parcel have one vote for an election based on numerical majority which must be cast by one of their number who is designated in writing.

(7) "Equitably apportioned among the properties subject to such taxes, fees, and assessments according to the need for governmental services and facilities created by the degree of density of development of each such property," with reference to taxes, fees,

and assessments levied by the board, means that the burden of the taxes, fees, and assessments shall be apportioned among the properties subject thereto based upon the values established in the most recent ad valorem tax reassessment of such properties certified by the chairperson of the Fayette County Board of Tax Assessors, or with respect to fees and assessments may be apportioned among the properties subject thereto in direct or approximate proportion to the receipt of services or benefits derived from the improvements or other activities for which the taxes, fees, or assessments are to be expended, or with respect to fees and assessments may be apportioned in any other manner or combination of manners deemed equitable by the board, including, but not limited to, the recognition of differential benefits which may reasonably be expected to accrue to new land development in contrast to lands and improvements already in existence at the time of creation of the community improvement district.

(8) "Equity electors" means electors who cast votes equal to each \$1,000.00 value of all owned real property within the district which is then subject to taxes, fees, and assessments levied by the board. The value of real property shall be the assessed value. In the event the owner shall be a corporation, trust, partnership, multiple owners, or any other entity, one person shall be designated as elector and such designation shall be made in writing.

(9) "Forestry" means the planting and growing of trees for sale in a program which includes reforestation of harvested trees, regular underbrush and undesirable growth clearing, fertilizing, pruning, thinning, cruising, and marking which indicate an active tree-farming operation. It does not include the casual growing of trees on land otherwise idle or held for investment, even though some harvesting of trees may occur thereon.

(10) "Project" means the acquisition, construction, installation, modification, renovation, or rehabilitation of land, interests in land, buildings, structures, facilities, or other improvements, including operation of facilities or other improvements, located or to be located within or otherwise providing service to the district and the acquisition, installation, modification, renovation, rehabilitation, or furnishing of fixtures, machinery, equipment, furniture, or other property of any nature whatsoever used on, in, or in connection with any such land, interest in land, building, structure, facility, or other improvement; the creation, provision, enhancement, or supplementing of public services such as fire, police, and other services, provided that same do not conflict with or duplicate existing public services; and all for the essential public purposes set forth in Section 2 of this Act.

(11) "Property owner" or "owner of real property" means any entity or person shown as a taxpayer for one or more parcels of real estate on the most recent ad valorem tax records of Fayette County within the district. Ownership as shown by the most recent ad valorem real property tax records of Fayette County shall be prima-facie proof of ownership. Multiple owners of one parcel shall constitute one property owner and shall designate in writing one of their number to represent the whole.

(12) "Property used non-residentially" means property or any portion thereof used for neighborhood shopping, planned shopping center, general commercial, transient lodging facilities, tourist services, office or institutional, office services, light industry, heavy industry, central business district, parking, or other commercial or business use or vacant land zoned or approved for any of the aforementioned uses which do not include residential.

(13) "Residential" means a specific work or improvement undertaken primarily to provide single-family or multifamily dwelling accommodations for persons and families and such community facilities as may be incidental or appurtenant thereto.

(14) "Taxpayer" means an entity or person paying ad valorem taxes on real property, whether on one or more parcels of property within the district. Multiple owners of one parcel shall constitute one taxpayer and shall designate in writing one of their number to represent the whole.

SECTION 4.

Creation.

Pursuant to Article IX, Section VII of the Constitution of the State of Georgia, there is created one or more community improvement districts to be located wholly within Peachtree City, Georgia each of which shall be activated upon compliance with the conditions set forth in this section. Each district shall be governed by a board constituted by this Act. The conditions for such activation shall be:

- (1) The adoption of a resolution consenting to the creation of each community improvement district by the governing authority of Peachtree City; and
- (2) The written consent to the creation of the community improvement district by:
 - (A) A majority of the owners of real property within the district which will be subject to taxes, fees, and assessments levied by the board of the district; and
 - (B) The owners of real property within the district which constitutes at least 75 percent by value of all real property within the district which will be subject to taxes, fees, and assessments levied by the board. For this purpose, value shall be determined by the most recent approved county ad valorem tax digest.

The written consent provided for in this paragraph shall be submitted to the tax commissioner of Fayette County, who shall certify whether subparagraphs (A) and (B) of this paragraph have been satisfied with respect to each such proposed district.

No district or board created under this Act shall transact any business or exercise any powers under this Act until the foregoing conditions are met. A copy of such resolutions shall be filed with the Secretary of State, who shall maintain a record of all districts activated under this Act, and with the Department of Community Affairs.

SECTION 5.

Administration, appointment, and election of board members.

(a) Each district created pursuant to this Act shall be administered by a board composed of five (5) board members to be appointed and elected as provided in this section. The members of the board shall be as follows:

The Mayor of Peachtree City or a person appointed by the Mayor (post 1); the county commissioner or a person appointed by the commissioner (post 2); and three persons elected by a majority vote of the electors (posts 3, 4, and 5). The initial term of office for the member representing post 3 shall be one year and the terms for posts 4 and 5 shall be two years. Thereafter, the terms of the board members for posts 3, 4, and 5 shall be two years. Members appointed by elected officials to posts 1 or 2 shall serve at the pleasure of the appointing authority.

(b) The initial board member to be elected by the electors as provided in subsection (a) of this section shall be elected in a caucus of electors which shall be held within 90 days after the adoption of the resolutions and obtaining the written consents herein provided at such time and place within the district as the governing authority of Peachtree City shall designate after notice thereof shall have been given to said electors by publishing same in the legal organ of Peachtree

City. The mayor or the mayor's designee shall convene the initial caucus of electors. Thereafter, there shall be conducted biennially, not later than 60 days following the last day for filing ad valorem real property tax returns in Fayette County, a caucus of electors at such time and place within the district as the board shall designate in such notice for the purpose of electing a board member to post 3 if the term has expired or the post is vacant. If a vacancy occurs in an elected position on the board, the board shall, within 60 days thereof, call a special election to fill the same to be held within 60 days of the call unless such vacancy occurs within 180 days of the next regularly scheduled election, in which case a special election may, but need not, be called.

(c) Board members shall be subject to recall as any other elected public official by the electors defined by this Act.

(d) Board members shall receive no compensation for their services, but shall be reimbursed for actual expenses incurred in the performance of their duties. They shall elect one of their number as chairperson and another as vice chairperson. They shall also elect a secretary and a treasurer, or a secretary-treasurer, either of whom may, but need not, be a member of the board or an elector.

(e) Chapter 2 of Title 21 of the O.C.G.A., the 'Georgia Election Code,' shall not apply to the election of district board members. The district board may adopt such bylaws not inconsistent herewith to provide for any matter concerning such elections.

SECTION 6.

Taxes, fees, and assessments.

(a) The board may levy taxes, fees, and assessments within the district only on real property used non-residentially, specifically excluding all property exempt from ad valorem taxation under the Constitution or laws of the State of Georgia; all property used for residential, agricultural, or forestry purposes; and all tangible personal property and intangible property. Any

tax, fee, or assessment so levied shall not exceed 2.5 percent of the aggregate assessed value of all such real property. The taxes, fees, and assessments levied by the board shall be equitably apportioned among the properties subject to such taxes, fees, and assessments according to the need for governmental services and facilities created by the degree of density of development of each such property. The proceeds of taxes, fees, and assessments levied by the board shall be used only for the purpose of providing governmental services and facilities which are specially required by the degree of density of development within the district and not for the purpose of providing those governmental services and facilities provided to the county or municipality as a whole. Any tax, fee, or assessment so levied shall be collected by Fayette County in the same manner as taxes, fees, and assessments are levied by Fayette County. Delinquent taxes shall bear the same interest and penalties as Fayette County or municipal ad valorem taxes and may be enforced and collected in the same manner. The proceeds of taxes, fees, and assessments so levied, less a fee to cover the costs of collection of 1 percent of such proceeds, but not more than \$25,000.00 in any one calendar year, shall be transmitted by Fayette County to the board and shall be expended by the board only for the purposes authorized by this Act.

(b) The board shall levy the taxes, fees, and assessments in subsection (a) of this section subsequent to the report of the assessed taxable values for the current calendar year and notify in writing the collecting governing bodies so they may include the levy on their regular ad valorem tax bills. All taxes, fees, and assessments levied by the board and collected by Fayette County shall be segregated, and neither Peachtree City, Fayette County nor the Fayette County Tax Commissioner shall expend such funds for any purpose not authorized by the board except as authorized in subsection (a) of this section.

(c) If, but for this provision, a parcel of real property is removed from a district or otherwise would become nontaxable, it shall continue to bear its tax millage then extant upon such event for bonded indebtedness of the district then outstanding until said bonded indebtedness then outstanding is paid or refunded.

(d) Each property owner paying taxes, fees, or assessments levied by the board for any public facility as set forth in Section 2 of this Act may receive a credit equal to the present value of all such taxes, fees, and assessments toward any impact fee as may be levied by Peachtree City against such property for system improvements which are in the same category as said public facility in accordance with Chapter 71 of Title 36 of the O.C.G.A., the 'Georgia Development Impact Fee Act.' Application for such development impact fee credit may be granted by legislative action of the governing authority of the City of Peachtree City in its discretion.

SECTION 7.

Boundaries of the districts.

(a) The boundaries of each district shall be as designated as such by the governing authority of Peachtree City as set forth in the resolution required in Section 4 of this Act, or as may thereafter be added as provided in this Act.

(b) The boundaries of a district may be increased after the initial creation of a district pursuant to the following:

(1) Written consent of a majority of the owners of real property within the area sought to be annexed and which will be subject to taxes, fees, and assessments levied by the board of the district;

(2) Written consent of owners of real property within the area sought to be annexed which constitutes at least 75 percent by value of the property which will be subject to

taxes, fees, and assessments levied by the board. For this purpose, value shall be determined by the most recent approved county ad valorem tax digest;

(3) The adoption of a resolution consenting to the annexation by the board of the district; and

(4) The adoption of a resolution consenting to the annexation by the governing authority of Peachtree City.

SECTION 8.

Debt.

Except as otherwise provided in this section, each district may incur debt without regard to the requirements of Article IX, Section V of the Constitution of Georgia, or any other provision of law, prohibiting or restricting the borrowing of money or the creation of debt by political subdivisions of the State of Georgia, which debt shall be backed by the full faith and credit and taxing power of the district but shall not be an obligation of the State of Georgia or any other unit of government of the State of Georgia other than the district.

SECTION 9.

Cooperation with local governments.

The services and facilities provided pursuant to this Act shall be provided for in a cooperation agreement executed jointly by the board and by Peachtree City. The provisions of this section shall in no way limit the authority of Peachtree City to provide services or facilities within the district; and Peachtree City shall retain full and complete authority and control over any of its facilities located within its respective areas of any district. Said control shall include, but not be limited to, the modification of, access to, and degree and type of services provided through or by facilities of the county. Nothing contained in this section shall be construed to limit or preempt

the application of any governmental laws, ordinances, resolutions, or regulations to the district or the services or facilities provided therein.

SECTION 10.

Powers.

(a) Each district and its board created pursuant hereto shall have all of the powers necessary or convenient to carry out and effectuate the purposes and provisions of this Act, including, without limiting the generality of the foregoing, the power:

- (1) To bring and defend actions;
- (2) To adopt and amend a corporate seal;
- (3) To make and execute contracts, agreements, and other instruments necessary or convenient to exercise the powers of the board or to further the public purposes for which the district is created, including, but not limited to, contracts for construction of projects, leases of projects, contracts for sale of projects, agreements for loans to finance projects, contracts with respect to the use of projects, and agreements with other jurisdictions or community improvement districts regarding multi-jurisdictional projects or services or for other cooperative endeavors to further the public purposes of the district;
- (4) To acquire by purchase, lease, or otherwise and to hold, lease, and dispose of real and personal property of every kind and character, or any interest therein, in furtherance of the public purposes of the district;
- (5) To finance by loan, grant, lease, or otherwise; to construct, erect, assemble, purchase, acquire, own, repair, remodel, renovate, rehabilitate, modify, maintain, extend, improve, install, sell, equip, expand, add to, operate, or manage projects; and to pay the cost of any project from the proceeds of the district or any other funds of the district, or

from any contributions or loans by persons, corporations, partnerships whether limited or general, or other entities, all of which the board is authorized to receive, accept, and use;

(6) To borrow money to further or carry out its public purposes and to execute bonds, notes, other obligations, leases, trust indentures, trust agreements, agreements for the sale of its bonds, notes or other obligations, loan agreements, security agreements, assignments, and such other agreements or instruments as may be necessary or desirable, in the judgment of the board, to evidence and to provide security for such borrowing;

(7) To issue bonds, notes, or other obligations of the district and use the proceeds for the purpose of paying all or any part of the cost of any project and otherwise to further or carry out the public purposes of the district and to pay all costs of the board incidental to, or necessary and appropriate to, furthering or carrying out such purposes;

(8) To make application directly or indirectly to any federal or county government or agency or to any other source, whether public or private, for loans, grants, guarantees, or other financial assistance in furtherance of the district's public purposes and to accept and use the same upon such terms and conditions as are prescribed by such federal, state, or county government or agency or other source;

(9) To enter into agreements with the federal government or any agency thereof to use the facilities or services of the federal government or any agency thereof in order to further or carry out the public purposes of the district;

(10) To contract for any period, not exceeding 50 years, with the State of Georgia, state institutions, or any municipal corporation, county, or political subdivision of this state for the use by the district of any facilities or services of the state or any such state institution, municipal corporation, county, or political subdivision of this state, or for the

use by any state institution or any municipal corporation, county, or political subdivision of this state of any facilities or services of the district, provided that such contracts shall deal with such activities and transactions as the district and any such political subdivision with which the district contracts are authorized by law to undertake;

(11) To receive and use the proceeds of any tax levied by the county to pay the costs of any project or for any other purpose for which the board may use its own funds pursuant hereto;

(12) To receive and administer gifts, grants, and devises of money and property of any kind and to administer trusts;

(13) To use any real property, personal property, or fixtures or any interest therein or to rent or lease such property to or from others or make contracts with respect to the use thereof or to sell, lease, exchange, transfer, assign, pledge, or otherwise dispose of or grant options for any such property in any manner as it deems to be the best advantage of the district and the public purposes thereof;

(14) To appoint, select, and employ engineers, surveyors, architects, urban or city planners, fiscal agents, attorneys, and others and to fix their compensation and pay their expenses;

(15) To encourage and promote the improvement and development of the district and to make, contract for, or otherwise cause to be made long-range plans or proposals for the district in cooperation with Peachtree City and Fayette County;

(16) To adopt bylaws governing the conduct of business by the board, the election and duties of officers of the board, and other matters which the board determines to deal with in its bylaws;

- (17) To exercise any power granted by the laws of this state to public or private corporations which is not in conflict with the public purposes of the district;
 - (18) To invest its funds, whether derived from the issuance of bonds or otherwise, in such manner as it may deem prudent and appropriate, without further restriction;
 - (19) To create, provide, enhance, or supplement public services such as fire, police, and other such services as may be deemed necessary, provided that said public services do not conflict with or duplicate existing Fayette County or municipal services; and
 - (20) To do all things necessary or convenient to carry out the powers conferred by this section.
- (b) The powers enumerated in each paragraph of subsection (a) of this section are cumulative of and in addition to those powers enumerated in this section and elsewhere in this Act; and no such power limits or restricts any other power of the board.
- (c) The powers enumerated in each paragraph of subsection (a) of this section are conferred for an essential governmental function for a public purpose, and the revenues and debt of any district are not subject to taxation.

SECTION 11.

Bonds - generally.

- (a) Notes or other obligations issued by a district other than general obligation bonds shall be paid solely from the property pledged to pay such notes or other obligations. General obligation bonds issued by any district shall constitute a general obligation of the district to the repayment of which the full faith and credit and taxing power of the district shall be pledged.
- (b) All bonds, notes, and other obligations of any district shall be authorized by resolution of its board, adopted by a majority vote of the board members at a regular or special meeting.

(c) Bonds, notes, or other obligations shall bear such date or dates, shall mature at such time or times not more than 30 years from their respective dates, shall bear interest at such rate or rates which may be fixed or may fluctuate or otherwise change from time to time, shall be subject to redemption on such terms, and shall contain such other terms, provisions, covenants, assignments, and conditions as the resolution authorizing the issuance of such bonds, notes, or other obligations may permit or provide. The terms, provisions, covenants, assignments, and conditions contained in or provided or permitted by any resolution of the board authorizing the issuance of such bonds, notes, or other obligations shall bind the board members of the district then in office and their successors.

(d) The board shall have power from time to time and whenever it deems it expedient to refund any bonds by the issuance of new bonds, whether or not the bonds to be refunded have matured, and may issue bonds partly to refund bonds then outstanding and partly for any other purpose permitted by this Act. The refunding bonds may be exchanged for the bonds to be refunded, with such cash adjustments as may be agreed upon, or may be sold and the proceeds applied to the purchase or redemption of the bonds to be refunded.

(e) There shall be no limitation upon the interest rates or any maximum interest rate or rates on any bonds, notes, or other obligations of any district; and the usury laws of this state shall not apply to bonds, notes, or other obligations of any district.

(f) Bonds issued by a district may be in such form, either coupon or fully registered, or both coupon and fully registered, and may be subject to such exchangeability and transferability provisions as the bond resolution authorizing the issuance of such bonds or any indenture or trust agreement may provide.

(g) All bonds issued by a district pursuant to this Act shall be issued and validated under and in accordance with Article 3 of Chapter 82 of Title 36 of the O.C.G.A., the "Georgia Revenue Bond Law." The signature of the clerk of the Superior Court of Fayette County may be made on the certificate of validation of such bonds by facsimile or by manual execution, stating the date on which such bonds were validated; and such entry shall be original evidence of the fact of judgment and shall be received as original evidence in any court in this state.

(h) In lieu of specifying the rate or rates of interest which such bonds are to bear, and the principal amount and maturities of such bonds, the notice to the district attorney or the Attorney General, the notice to the public of the time, place, and date of the validation hearing, and the petition and complaint for validation may state that the bonds when issued will bear interest at a rate not exceeding a maximum per annum rate of interest which may be fixed or may fluctuate or otherwise change from time to time and that the principal amount will not exceed and the final maturity date will not be later than as specified in such notices and petition and complaint or may state that, in the event the bonds are to bear different rates of interest for different maturity dates, none of such rates will exceed the maximum rate which may be fixed or may fluctuate or otherwise change from time to time so specified; provided, however, that nothing in this subsection shall be construed as prohibiting or restricting the right of a board to sell such bonds at a discount, even if in doing so the effective interest cost resulting would exceed the maximum per annum interest rate specified in such notices and in the petition and complaint.

(i) The terms 'cost of the project' and 'cost of any project' shall have the meaning prescribed in this Act whenever those terms are referred to in bond resolutions of a board, in bonds, notes, or other obligations of the district, or in notices or proceedings to validate such bonds, notes, or other obligations of a district.

SECTION 12.

Authorized contents of agreements and instruments; use of proceeds of sale bonds, notes, and other obligations; subsequent issues of obligations.

(a) Subject to the limitations and procedures provided by this section and by Section 11 of this Act, the agreements or instruments executed by a board may contain such provisions not inconsistent with law as shall be determined by the board.

(b) The proceeds derived from the sale of all bonds, notes, and other obligations issued by a district shall be held and used for the ultimate purpose of paying, directly or indirectly as permitted by this Act, all or part of the cost of any project, or for the purpose of refunding any bonds, notes, or other obligations issued in accordance with this Act.

(c) Issuance by a board of one or more series of bonds, notes, or other obligations for one or more purposes shall not preclude it from issuing other bonds, notes, or other obligations in connection with the same project or with any other projects; but the proceeding wherein any subsequent bonds, notes, or other obligations are issued shall recognize and protect any prior loan agreement, security agreement, or other agreement or instrument made for any prior issue of bonds, notes, or other obligations, unless in the resolution authorizing such prior issue the right is expressly reserved to the board to issue subsequent bonds, notes, or other obligations on a parity with such prior issue.

(d) In the event that any district shall be terminated in accordance with this Act, the board shall serve until December 31 of the year in which termination shall be approved for the purpose of concluding any ongoing matters and projects, but, if such cannot be concluded by December 31, then the governing authority of the county shall assume the duties of the administrative board and shall be expressly authorized to exercise the authority of the administrative board. In the alternative, the governing authority of the county may, by resolution, assume all rights and

obligations of the district, either bonds or otherwise, and the district shall cease to exist upon the adoption of such resolution.

SECTION 13.

Construction; applicability of Chapter 5 of Title 10 of the O.C.G.A., the 'Georgia Securities Act of 1973'; notice, proceeding, publication, referendum.

This Act shall be liberally construed to effect the purposes hereof. The offer, sale, or issuance of bonds, notes, or other obligations by a district shall not be subject to regulation under Chapter 5 of Title 10 of the O.C.G.A., the 'Georgia Securities Act of 1973.' No notice, proceeding, or publication except those required hereby shall be necessary to the performance of any act authorized hereby, nor shall any such act be subject to referendum.

SECTION 14.

Dissolution.

(a) Any district activated under the provisions of this Act may be dissolved. The conditions for such dissolution shall be:

- (1) The adoption of a resolution approving of the dissolution of each community improvement district by the governing authority of Peachtree City; and
- (2) The written consent to the dissolution of the community improvement district by:
 - (A) Two-thirds of the owners of real property within the district which are subject to taxes, fees, and assessments levied by the board of the district; and
 - (B) The owners of real property constituting at least 75 percent by value of all real property within the district which are subject to taxes, fees, and assessments levied by the board. For this purpose, value shall be determined by the most recent approved county ad valorem tax digest.

The written consent provided for in this paragraph shall be submitted to the Fayette County tax commissioner, who shall certify whether subparagraphs (A) and (B) of this paragraph have been satisfied with respect to each proposed district dissolution.

(b) In the event that successful action is taken pursuant to this section to dissolve the district, the dissolution shall become effective at such time as all debt obligations of the district have been satisfied. Following a successful dissolution action and until the dissolution becomes effective, no new projects may be undertaken, obligations or debts incurred, or property acquired.

(c) Upon a successful dissolution action, all noncash assets of the district other than public facilities or land or easements to be used for such public facilities, as described in Section 2 of this Act, shall be reduced to cash and, along with all other cash on hand, shall be applied to the repayment of any debt obligation of the district. Any cash remaining after all outstanding obligations are satisfied shall be refunded to Peachtree City.

(d) When a dissolution becomes effective, the county governing authority shall take title to all property previously in the ownership of the district and all taxes, fees, and assessments of the district shall cease to be levied and collected.

(e) A district may be reactivated in the same manner as an original activation.

SECTION 15.

Severability.

In the event any section, subsection, sentence, clause, or phrase of this Act shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the other sections, subsections, sentences, clauses, or phrases of this Act, which shall remain of full force and effect as if the section, subsection, sentence, clause, or phrase so declared or adjudged invalid or unconstitutional were not originally a part hereof. The General Assembly declares that

it would have passed the remaining parts of this Act if it had known that such part or parts hereof would be declared or adjudged invalid or unconstitutional.

SECTION 16.

Effective date.

This Act shall become effective upon its approval by the Governor or upon its becoming law without such approval.

SECTION 17.

General Repealer.

All laws and parts of laws in conflict with this Act are repealed.