
City Council of Peachtree City

Agenda

April 20, 2017

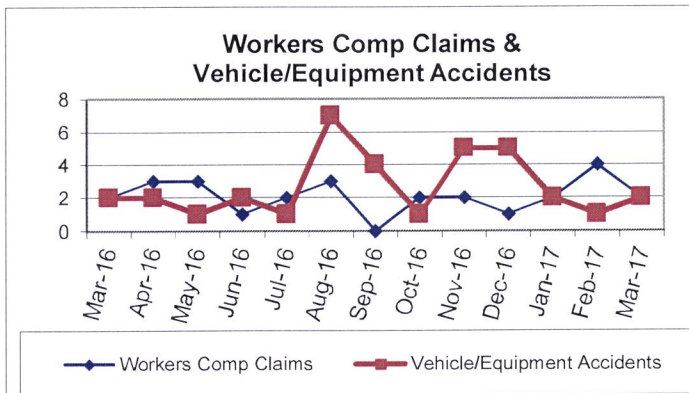
7:00 p.m.

- I. Call to Order
- II. Pledge of Allegiance
- III. Announcements, Awards, Special Recognition
 - Recognize Jim O'Connell – 15-year Anniversary
 - Proclamation – Safe Digging Month
 - Recognize Employee of the Month – Tom Moen, Recreation & Special Events
- IV. Public Comment
- V. Agenda Changes
- VI. Minutes
 - April 6, 2017, Regular Meeting Minutes (*Minutes will be available on Monday, April 17*)
- VII. Quarterly Reports – First Quarter 2017
- VIII. Consent Agenda
 - 1. Consider Acceptance of Donation from Coweta-Fayette EMC for CERT
 - 2. Consider Reimbursement Resolution [Georgia Transportation Infrastructure Bank (GTIB)]
 - 3. Consider Reimbursement Resolution [Georgia Environmental Finance Authority (GEFA)]
 - 4. Consider Cancellation of June 1 Meeting
 - 5. Consider Request to Apply/Accept Grant from Governor's Office of Highway Safety (GOHS)
 - 6. Consider Request to Apply/Accept Grant from GOHS/Metro Atlanta Traffic Enforcement Network (MATEN)
- IX. Old Agenda Items
- X. New Agenda Items
 - 04-17-04 Public Hearing – Consider Variance Request for Front Building Setback (Carport), 100 Doe Run (*Mike Warrix*)
 - 04-17-05 Public Hearing – Consider Variance Request for Transitional Yard Reduction, 2584 Hwy 54 W (*Mike Warrix*)
Request to continue to May 18
 - 04-17-06 Public Hearing – Consider Variance Request from Floodplain Ordinance (Pool), 114 Hilltop Drive (*Dave Borkowski*)
 - 04-17-07 Consider Land-Lease at Riley Field with Verizon Wireless (*Ted Meeker*)
 - 04-17-08 Consider Jobs Development Grant & Impact Fee Waiver for Rinnai (*Jon Rorie*)
- XI. Council/Staff Topics
- XII. Executive Session
- XIII. Adjourn

Administrative Services

Monthly Report

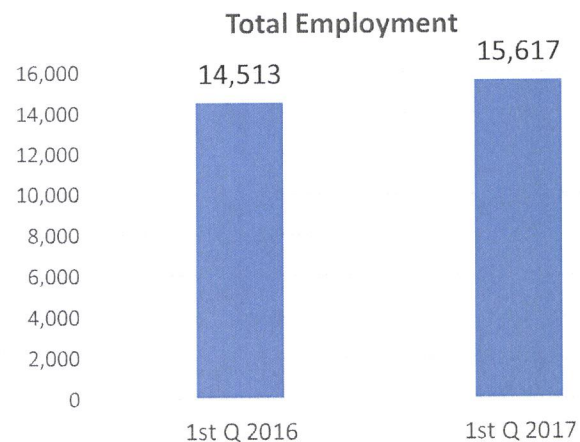
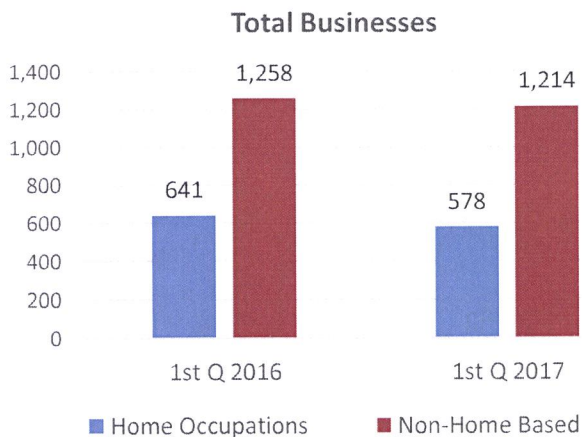
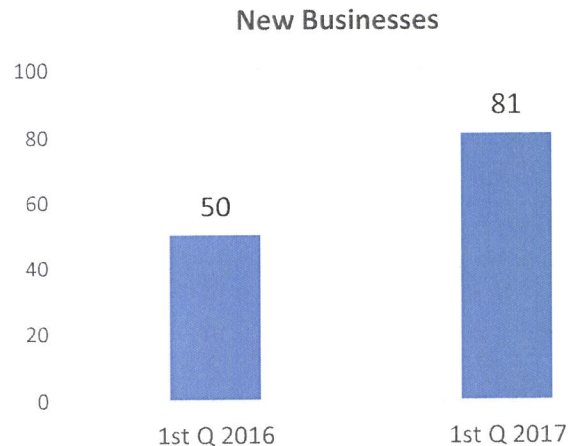
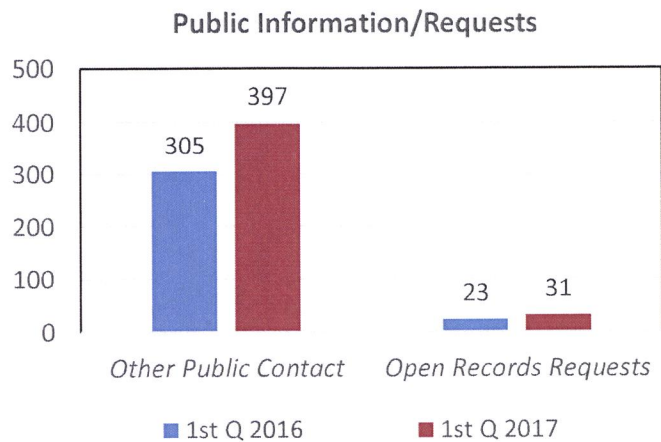
Human Resources & Risk Management



Turnover Rate (Annual)
FY 2017 (ytd) 5.17%
FY 2016 (total) 12.58%

NOTES: FY16 data includes 5 Retirements. FY17 data includes 3 Retirements. Data does not include RIFs or seasonal positions

Public Information / City Clerk



City Council Monthly Report

DEPARTMENT: BUILDING, PLANNING & ZONING
SUPERVISOR: Mike Warrix

CAL YEAR:
CREATOR:

								COMPARISON CHART		
MONTH:	OCT	NOV	DEC	JAN	FEB	MAR	SEP	YTD FY 2017	YTD FY 2016	YTD FY 2015
BUILDING DEPARTMENT										
RESIDENTIAL BUILDING PERMITS										
Single Family Units:	6	3	17	15	18	25		84	61	15
Single Family C.O.'s	13	20	6	7	6	7		59	40	4
Multi Family Units:	0	0	0	0	0	0		0	0	0
Multi Family C.O.'s	0	0	0	0	0	0		0	0	0
Miscellaneous*:	68	34	26	68	67	106		369	881	195
INSPECTIONS:	420	349	262	263	503	431		2,228	3,505	676
NON-RESIDENTIAL BUILDING PERMITS										
New Construction:	1	1	0	2	2	1		7	7	4
Non-Residential C.O.'s	11	0	0	4		2		17	30	30
Expansion/Renovation/Tenant	3	3	4	7	8	14		39	69	14
Miscellaneous*:	15	5	7	8	5	8		48	100	13
INSPECTIONS:	107	58	99	107	187	127		685	1,284	225
DEVELOPMENT PERMITS	8	5	24	17	21	22		97	30	23
POPULATION ESTIMATE^	34,713	34,755	34,770	34,785	34,798	34,813		34,770	34,617	34,545
BUILDING PERMIT FEES	\$ 50,805	\$ 53,208	\$ 73,697	\$ 72,964	\$ 95,945	\$ 124,219		\$ 470,838	\$ 693,519	\$ 176,531
PLANNING DEPARTMENT										
Tree Removal Permits:	101	86	37	82	83	119		508	1,281	190
Sign Permits:	\$ 800	\$ 100	\$ 300	\$ 300	\$ 400	\$ 400		\$ 2,300	\$ 6,350	\$ 1,300
Banner/ Special Event Permits:	\$ 145	\$ 135	\$ 60	\$ 185	\$ 140	\$ 350		\$ 1,015	\$ 2,025	\$ 325
New Construction Plan Review	\$ 2,600	\$ 6,619	\$ 7,000	\$ 3,410	\$ 8,752	\$ 11,815		\$ 40,196	\$ 44,338	\$ 4,174
Other Plan Reviews/Permits±:	\$ 1,800	\$ 200	\$ 665	\$ 200	\$ 850	\$ 2,105		\$ 5,820	\$ 11,215	\$ 3,485
Misc permit fees	\$ 525	\$ 350	\$ 286	\$ 533	\$ 1,075	\$ 1,838		\$ 4,607	\$ 8,229	\$ 400
Fire Department Permit Fees:	\$ 1,511	\$ 2,053	\$ 892	\$ 2,628	\$ 5,527	\$ 3,000		\$ 15,611	\$ 25,910	\$ 4,272
TOTAL PLAN REVIEW FEES	\$ 7,381	\$ 9,457	\$ 9,203	\$ 7,256	\$ 16,744	\$ 19,508		\$ 69,549	\$ 98,067	\$ 13,956
TOTAL FEES COLLECTED	\$ 58,186	\$ 62,665	\$ 82,900	\$ 80,220	\$ 112,689	\$ 143,727		\$ 540,387	\$ 791,586	\$ 190,487

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

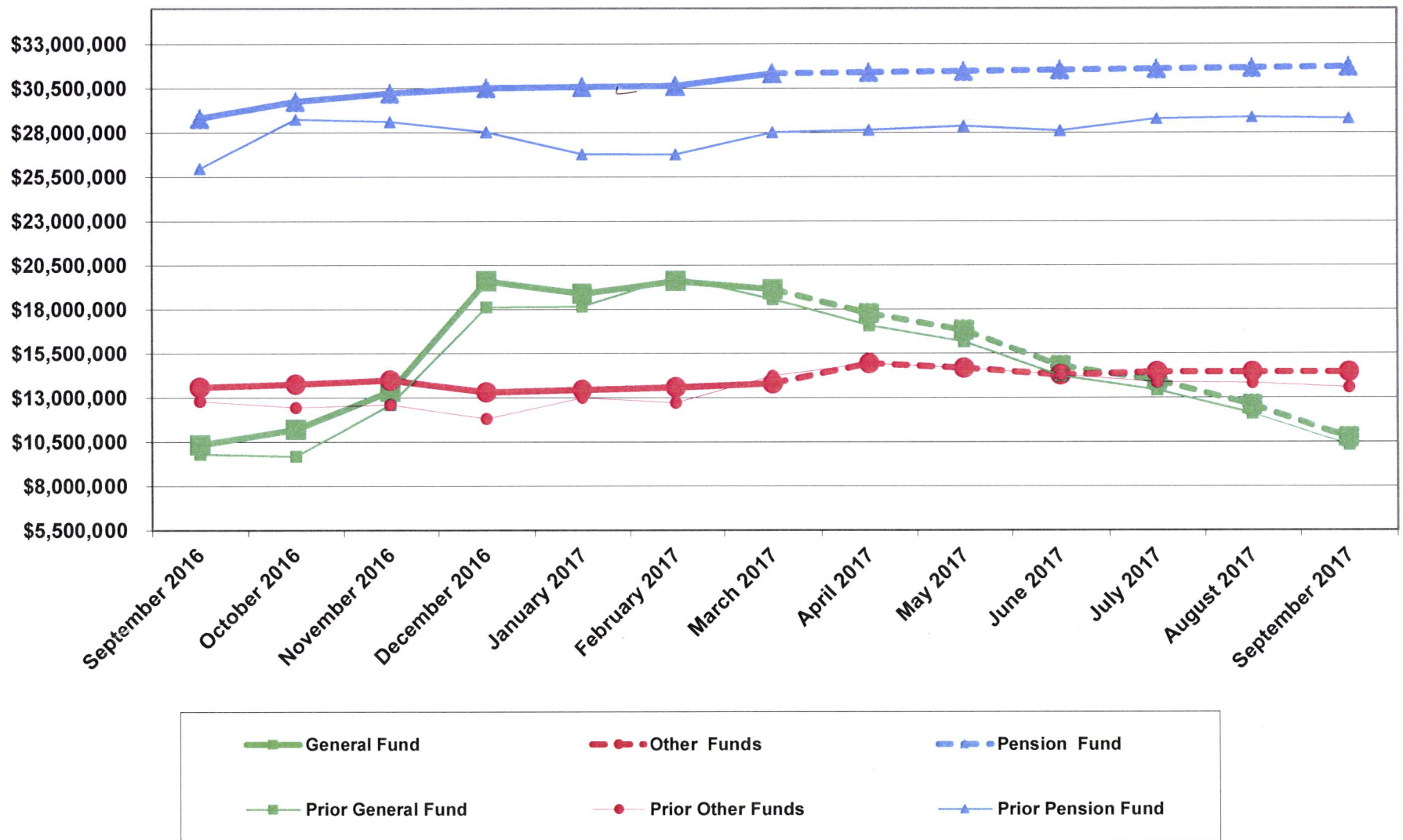
^ Based on 2.09 people per residential CO

± Other plan reviews: Soil Erosion permits, etc.

Peachtree City Code Enforcement 1st Quarter Report 2017

	Jan - Mar 2017	Jan - Mar 2016	2017 YTD	2016 YTD
<u>Case Summary</u>				
Cleanliness of Premises (Grass)				
New Cases	5	14	5	14
NOVs Reactive	1	0	1	0
NOVs Proactive	4	14	4	14
Citations	0	0	0	0
Unfounded	0	0	0	0
Cleanliness of Premises (Trash)				
New Cases	105	100	105	100
NOVs Reactive	11	12	11	12
NOVs Proactive	88	86	88	86
Citations	2	1	2	1
Unfounded	5	2	5	2
Cleanliness of Premises (Auto)				
New Cases	58	41	58	41
NOVs Reactive	3	1	3	1
NOVs Proactive	53	39	53	39
Citations	0	0	0	0
Unfounded	2	1	2	1
Parking Restrictions				
New Cases	108	106	108	106
NOVs Reactive	13	8	13	8
NOVs Proactive	90	95	90	95
Citations	0	1	0	1
Unfounded	5	3	5	3
Accessory Use to Dwellings				
New Cases	11	19	11	19
NOVs Reactive	1	1	1	1
NOVs Proactive	10	17	10	17
Citations	0	0	0	0
Unfounded	0	1	0	1
Sign Violations				
New Cases	28	33	28	33
NOVs Reactive	1	4	1	4
NOVs Proactive	25	28	25	28
Citations	1	1	1	1
Unfounded	1	1	1	1
Rehabs				
New Cases	2	12	2	12
NOVs Reactive	1	5	1	5
NOVs Proactive	1	7	1	7
Citations	1	0	1	0
Unfounded	0	0	0	0
Miscellaneous				
New Cases	76	114	76	114
NOVs Reactive	18	43	18	43
NOVs Proactive	53	54	53	54
Citations	0	1	0	1
Unfounded	5	17	5	17
<u>Totals</u>				
New Cases	393	439	393	439
NOVs Reactive	49	74	49	74
NOVs Proactive	324	340	324	340
Citations	4	4	4	4
Unfounded	18	25	18	25
Signs Confiscated	147	217	147	217
Parks Checked	155	186	155	186

CITY OF PEACHTREE CITY
FISCAL YEAR 2017 (with prior year comparison and current year estimates)
MONTHLY ENDING CASH/INVESTMENT BALANCES
(UNAUDITED)



CITY OF PEACHTREE CITY
QUARTERLY REPORT
GENERAL FUND AND HOTEL/MOTEL TAX FUND
BUDGET COMPARISON (UNAUDITED)
FOR THE SECOND QUARTER
ENDED MARCH 31, 2017

PERCENTAGE OF BUDGET YEAR COMPLETED 50.0% (ACTUAL TRANSACTIONS STILL PENDING)

GENERAL FUND REVENUES BY MAJOR CATEGORIES				
Description	2017 Budget	YTD Actual	Dollar Difference	Percentage To-Date
General Property Taxes	\$ 14,674,838	\$ 13,526,177	\$ (1,148,661)	92.17%
Franchise Taxes	2,644,990	2,246,513	(398,477)	84.93%
Local Option Sales Tax	6,877,335	3,560,742	(3,316,593)	51.78%
Other Sales & Use Taxes	852,598	423,175	(429,423)	49.63%
Business Taxes	2,567,604	2,645,669	78,065	103.04%
Licenses & Permits	1,115,640	804,790	(310,850)	72.14%
Intergovernmental/Grants	450,902	414,993	(35,909)	92.04%
Charges for Services	1,206,346	582,469	(623,877)	48.28%
EMS Billings	879,169	462,032	(417,137)	52.55%
Fines & Forfeitures	1,073,706	568,027	(505,679)	52.90%
Investment Income	54,876	57,075	2,199	104.01%
Other Revenue	213,655	140,094	(73,561)	65.57%
Other Financing Sources	957,557	400,693	(556,864)	41.85%
Total General Fund Revenues	\$ 33,569,216	\$ 25,832,449	\$ (7,736,767)	76.95%
Surplus Carryover	1,187,719			
Total General Fund	\$ 34,756,935			

GENERAL FUND EXPENDITURES BY DIVISION AND/OR TYPE				
Division and/or Type	2017 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Executive Services	\$ 523,552	\$ 251,165	\$ 272,387	47.97%
Administrative Services	2,515,176	1,164,649	1,350,527	46.30%
Financial Services	1,530,921	748,462	782,459	48.89%
Police Services/Code Enforcement	6,644,041	3,231,029	3,413,012	48.63%
Fire/EMS Services	7,097,977	3,362,208	3,735,769	47.37%
Public Works/Building Maint./Engineering	7,853,441	2,921,598	4,931,843	37.20%
Planning & Development	1,193,622	635,525	558,097	53.24%
Recreation & Special Events/Ground Maint.	4,244,701	1,782,347	2,462,354	41.99%
Non-Divisional:				
Unemployment Insurance	20,000	-	20,000	0.00%
Non-Profit Organizations	25,000	25,000	-	100.00%
Transfer to Airport Authority	91,800	45,900	45,900	50.00%
Transfers to Other Funds	3,200,946	1,917,172	1,283,774	59.89%
Liability Insurance	116,566	69,971	46,595	60.03%
Litigation Services	234,090	51,259	182,831	21.90%
General Administration/Miscellaneous	71,400	1,574	69,826	2.20%
	3,759,802	2,110,876	1,648,926	
Budgeted Savings	(606,298)	-	(606,298)	0.00%
Total General Fund	\$ 34,756,935	\$ 16,207,859	\$ 16,086,722	46.63%

HOTEL/MOTEL FUND REVENUES				
Description	2017 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Total Hotel/Motel Taxes	\$ 1,755,658	\$ 717,813	\$ (1,037,845)	40.89%

HOTEL/MOTEL TRANSFERS OUT				
Type	2017 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Transfer to General Fund	\$ 768,100	\$ 395,001	\$ 373,099	51.43%
Transfer to Tourism Association	932,558	322,812	609,746	34.62%
Transfer to Amphitheater Fund	55,000			
Total Hotel/Motel Transfers Out	\$ 1,755,658	\$ 717,813	\$ 982,845	40.89%

CITY OF PEACHTREE CITY
FINANCIAL SERVICES
QUARTERLY REPORT
(UNAUDITED)
AS OF MARCH 31, 2017

SUMMARY OF PURCHASE ORDERS ISSUED OVER \$10,000 APPROVED BY CITY MANAGER JANUARY - MARCH 2017			
Description	Vendor	Award	Date
MalWare Software & Install	CPAK	\$ 27,065.00	3/2/2017
Antimalware Software & Install	CPAK	10,065.00	3/2/2017
Adobe Acrobat Standard	CPAK	16,640.00	3/17/2017
Tree Removal for Lake Forest Cove Project	Ryanse LLC	19,000.00	1/25/2017
ISE TOF 208 Detention Pond #11 Rehab	Integrated Science & Engineering	17,570.00	2/15/2017
PURCHASING REPORT FOR QUARTER ENDED MARCH 31, 2017 AND MARCH 31, 2016			
Activity	Fiscal Year 2017	Fiscal Year 2016	
Purchase Orders / Requisitions Processed	626	705	
Sealed Bids Requested	5	5	
Requests for Proposals	2	2	
Bids Awarded	10	3	
Requests for Proposals Awarded	0	1	
Contracts Prepared	8	4	
Electronic Auction	0	0	
Fixed Assets Purchases	9	16	
2 Cisco UCS Servers			
Coban Camera for PD Vehicle			
Stations 81, 83 & 84 Roof Replacements			
Tennis Center Roof Repair			
Police Station Roof Replacement			

CITY OF PEACHTREE CITY
DONATIONS RECEIVED
QUARTELY REPORT
AS OF MARCH 31, 2017

K9 Per Diem Fees	PTC Auxiliary Force	2,000.00
Police Dept. Donation	Osmose	250.00

TOTAL MONTH OF NOVEMBER 2016

\$ 2,250.00

**FY2017 MONTHLY REPORT
LIBRARY**

															FY2017	FY2016
ACTIVITY DESCRIPTION	UNIT	October	November	December	January	February	March	April	May	June	July	August	September	YEAR-TO-DATE	YEAR-TO-DATE	
Items - Acquired	Num.	303	434	758	242	258	436							2,431	2,023	
Items - Circulated	Num.	29,958	26,976	24,653	27,899	29,348	30,141							168,975	171,695	
Items - Loaned to Other Libraries	Num.	1,074	1,084	922	1,320	1,353	1,280							7,033	6,781	
Items - Borrowed From Other Libraries	Num.	1,573	1,558	1,746	1,986	1,880	2,240							10,983	10,281	
Class Visits	Num.	1	0	0	2	1	5							9	12	
Group Meetings	Num.	39	28	23	37	45	47							219	260	
Monthly Traffic	Num.	17,557	15,652	12,263	13,825	15,887	16,308							91,492	98,917	
Children's Programs	Num.	20	15	10	13	21	19							98	139	
Number of Participants	Num.	1,082	414	263	372	586	700							3,417	4,077	
Adult Programs	Num.	7	9	2	5	4	4							31	28	
Number of Participants	Num.	89	88	17	130	48	42							414	393	
Revenue from Overdue Book	Dls.	3,665	3,235	3,676	3,421	3,613	4,159							21,769	21,282	
Revenue from Copies Made	Dls.	485	427	352	565	652	846							3,327	3,391	
Reference Assistance	Num.	1,826	1,985	1,791	1,945	1,974	2,074							11,595	8,688	
Exams Proctored	Num.	29	28	31	13	14	31							146	131	
Revenue from Proctoring	Dls.	410	370	400	160	200	400							1,940	1840	
Internet Usage	Num.	1,549	1,346	1,127	1,259	1,435	1,373							8,089	9,438	
Volunteers	Num.	41	37	40	42	43	38							241	282	
Number of Hours Worked	Num.	203	193	217	244	255	270							1,382	1691	
Digital Downloads	Num.	2,328	2,308	2,146	2,202	2,727	3,125							14,836	11,174	
Electronic Reference Access (Excluding GALILEO)	Num.	341	290	811	786	973	379							3,580	1,337	

Notes: Plans are coming together for Summer Reading Program, which will include book launch of NYT bestselling author Mary Alice Monroe. Children's LaunchPad tablets are now available for checkout. Beginning installation of computer equipment received through LSTA grants via Flint River Regional Library System. Equipment includes larger touchscreen systems to replace our current iPad OPAC stations. Hoopla now available for patrons. Includes streaming movies, music, eaudiobooks. Limits are in place because of popularity.

PEACHTREE CITY POLICE DEPARTMENT
2017 MONTHLY REPORT

2017 2016
 Calendar Year to Date Calendar Year to Date

1st Qtr 2017 1st Qtr 2016

<u>TOTAL PART I CRIMES</u>	140	131	140	131
CRIMINAL HOMICIDE	0	1	0	1
FORCIBLE RAPE	0	1	0	1
ROBBERY	0	3	0	3
AGGRAVATED ASSAULT	1	5	1	5
ARSON	0	0	0	0
MOTOR VEHICLE THEFT	15	8	15	8
LARCENY - THEFT (SHOPLIFTING, ENTERING AUTOS, ETC)	117	96	117	96
BURGLARY	7	17	7	17

<u>DUI ARRESTS</u>	54	35	54	35
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DRUG ARRESTS: Marijuana, Methamphetamine, Cocaine, Other

TOTAL DRUG ARRESTS	40	33	40	33
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OTHER ARRESTS

PROPERTY CRIMES	27	27	27	27
PERSON CRIMES	9	21	9	21
TRAFFIC OFFENSES	61	81	61	81
OTHER	90	67	90	67

<u>CALLS FOR SERVICE</u>	12,814	12,548	12,814	12,548
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TRAFFIC

CITATIONS ISSUED	1,943	2,097	1,943	2,097
CITY ORDINANCES	118	74	118	74
WARNINGS	2,030	1,498	2,030	1,498
ROADWAY CRASHES	212	184	212	184

TOP 10 ACCIDENT LOCATIONS 2017

	MONTH
HWY 54 / HWY 74	8
HWY 54 / LINE CREEK DR	5
HWY 54 / HUDDLESTON RD	4
HWY 74 / ABERDEEN PKWY	4
HWY 54 / MACDUFF PKWY	2
PASCHALL RD / DIVIDEND DR	3
HWY 74 / COMMERCE DR	2
PEACHTREE PKWY / HWY 54	2
NO OTHER DATA	

	YTD
HWY 54 / HWY 74	20
HWY 54 / MACDUFF PKWY	10
HWY 54 / LINE CREEK	10
HWY 54 / HUDDLESTON RD	7
HWY 74 / ROCKAWAY RD	6
HWY 74 / KEDRON DR	5
HWY 54 / MARKETPLACE BLVD	4
HWY 54 / PEACHTREE PKWY	4
HWY 74 / TDK / CROSSTOWN	5

Public Works Quarterly Report

Activity Description	Unit	1st Quarter 2017	FY2017 YTD	Annual Goal
General				
Average time to complete vandalism repairs once notified	Days	1.0	1.0	3
Average time to respond to a citizen complaint and assign action	Days	1.3	1.3	5
Streets				
Street Patching	Hrs.	0	0	2,500
Street Crack Sealing	Hrs.	0	0	435
Street General Maintenance	Hrs.	1,109	1,109	3,500
Storm Water Maintenance	Hrs.	1,891	1,891	8,000
Street Sweeping	Ft/MIs	1488960/282	1488960/282	360
Cart Paths				
Cart Path Paving	Ft.	2,163	2,163	47,520
Cart Path Prep	Ft.	15,083	15,083	0
Time to remove trees on paths once reported	Days	1.0	1.0	2
Cart Path Drainage Maintenance	Hrs.	347	347	2,500
Cart Path General Maintenance	Hrs.	1,886	1,886	3,250
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	0	0	350
Entrance Sign Maintenance	Each	7	7	0
Contracted Services				
Time for contractor to remove trees once notified	Days	3.0	3.0	3
Time for landscaping and mowing contractor to fix an issue once notified	Days	unresponsive/1	0.0	2
Time for contractor to remove dead animals and debris from road once notified.	Days	1.0	1.0	1
Fleet Maintenance				
Average time to complete a preventative maintenance on a Light Car/Truck	Hrs	3.6	3.6	3.0
Average time to complete a preventative maintenance on a Heavy Truck	Hrs	7.0	7.0	6
Average time to complete a preventative maintenance on a Heavy Equipment	Hrs	NA	NA	6
Ratio of time spent on preventative maintenance versus other repair items		2 to 1	2 to 1	2 to 1
Facility Maintenance				
Sports Complex Maintenance	Hrs.	1,416	1,416	2,500
Parks General Maintenance	Hrs.	1,883	1,883	435
Grounds/Landscape Maintenance	Hrs.	6,512	6,512	0
General Maintenance	Hrs.	1,123	1,123	2,000
Vandalism	Hrs.	161	161	0
Litter Removal	Hrs.	456	456	2,000
Building Maintenance	Hrs	540	540	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 MARCH 31, 2017
WITH COMPARISONS TO MARCH FY2014, FY2015 & FY2016
Percent of budget year completed to date: 50.00%

	ACTUAL THRU MARCH			ORIGINAL		CURRENT	ACTUAL	%
	FY 2014	FY 2015	FY 2016	BUDGET	BUD	BUDGET	THRU	%
RECREATION REVENUE	FY 2014	FY 2015	FY 2016	FY 2017	ADJ.	FY 2017	MARCH	Collected To Date
County Operating Grant	57,000	57,000	57,000	114,000		114,000	57,000	50.00%
Events	5,694	2,557	1,776	7,500		7,500	2,860	38.13%
Program Fees - Recreation	\$ 59,895	\$ 65,655	\$ 55,897	\$ 186,085	\$ -	\$ 186,085	\$ 56,205	30.20%
Program Fees - Kedron	54,501	64,175	68,909	230,855		230,855	58,142	25.19%
Program Fees - Kedron Open Gym	8,046	10,156	11,301	21,811	-	21,811	11,426	52.39%
Program Fees- Athletic Tournaments	2,060	-	5,740	5,740		5,740	3,850	67.07%
Facility Maintenance Rec.- Athletic Assoc.	52,586	67,476	59,681	120,500	-	120,500	82,068	68.11%
Facility Maintenance Ked- Athletic Assoc.	11,905	38,983	5,897	\$7,500	-	7,500	8,963	119.51%
Facility Rental- Tennis Center	10,000	12,000	10,000	24,000		24,000	12,000	50.00%
Facility Rental - Recreation	2,471	2,195	6,564	10,500	-	10,500	1,735	16.52%
Facility Rental - Kedron	9,556	16,199	16,705	37,464	-	37,464	13,858	36.99%
Program Fees - Pool Fees/Passes	29,131	25,641	27,842	93,837	-	93,837	26,380	28.11%
Program Fees - Kedron Swim Teams	28,309	26,543	20,040	50,536	-	50,536	24,768	49.01%
Program Fees - Kedron Swim Lessons	2,801	4,372	3,974	14,020	-	14,020	3,773	26.91%
Program Fees - Rec Pool Revenue	173	148	296	5,600		5,600	-	0.00%
	\$ 334,128	\$ 393,100	\$ 351,622	\$ 929,948	\$ -	\$ 929,948	\$ 363,028	39.04%

Recreation - PTC Soccer registration was held at Kedron Fieldhouse in January. KONOS and the Campus rented the gym for their basketball season and tournament. All spring sports have started their seasons.
Special Events- During the quarter St. Paul's Lutheran held their annual Frostbite run. The Atlanta Track Club held their January run and both Oak Grove and Crabapple elementary held their annual runs. All runs combined totalled 2665 participants. The Rec. and Special Events Department held the annual Father/Daughter Dance with 115 couples attending.
Tournaments Notes- Travel Baseball held the Out of the Park tournament in February on all 8 fields at the PAC. The Panasonic Cricket Tournament was held at Riley Field on March. 25.

2017 PEACHTREE CITY AIRPORT AUTHORITY ATTENDANCE RECORD

April 13, 2017

Report Date: Month Year

Name & Date of Appointment	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
Bryan LaBrecque, Chairman <i>1/1/2014 - 12/31/2018</i>	3	3	0		100%
Skip Barnette, Vice Chairman <i>1/1/2013 - 12/31/2017</i>	3	2	1	March 9, 2017	67%
Tom Fulton, Treasurer <i>1/1/2015 - 12/31/2019</i>	3	3	0		100%
Michael Mitchell <i>1/1/2016 - 12/31/2020</i>	3	1	2	January 12, 2017 April 13, 2017	33%
Tom Lacy <i>1/1/2017 - 12/31/2021</i>	3	3	0		100%
Allen Morrison, Alternate <i>1/1/2017 - 12/31/2017</i>	3	3	0		100%

PC WATER AND SEWERAGE AUTHORITY ATTENDANCE RECORD

Five (5) Year Term

Term of Appointment

April 3, 2017

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
Bill Holland Chairman <i>01/17/14 - 12/31/17</i>	11	11	10	1	03/06/2017	91%
Phil Mahler Vice-Chairman <i>01/01/15 - 12/31/19</i>	11	11	11	0		100%
Frank Ward Secretary/Treasurer <i>08/04/16 - 12/31/18</i>	11	11	11	0		100%
John Dufresne <i>02/04/16 - 12/31/20</i>	11	11	11	0		100%
John Oakey <i>01/01/17 - 12/31/21</i>	11	4	4	0		100%
Bob Grove Alternate <i>01/01/17 - 12/31/17</i>	11	4	4	0		100%

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: Jonathan Rorie, City Manager *JR*
Paul Salvatore, Financial Services Director *PS*
Kelly Bush, Assistant Financial Director *KB*
Angela Egan, Purchasing Agent *AE*

FROM: Janet L. Moon, Chief of Police *JLM*

DATE: April 3, 2017

SUBJECT: 2017 Coweta –Fayette EMC Donation (CERT)
(City Council Meeting April 20, 2017)

Recommendation:

The Police Department's CERT program, is requesting to accept a donation from the Coweta-Fayette EMC Trust Board in the amount of \$4,000.00.

Discussion:

These funds are a result of funding afforded to the Peachtree City CERT Program on behalf of the Coweta-Fayette EMC's Operation Round-Up program that helps to support local community initiatives.

These funds are for items such as medical supplies, promotional materials, instructor training, and includes general machinery/equipment maintenance and purchases. The Police Department's CERT program has received previous donations from this organization and enjoys a great working partnership with this company.

Budget Impact:

This grant will impact the Police CERT Donation Fund by increasing both revenue and expenditures in the Fund by the \$4,000.00. There are no matching funds required on behalf of the City.

JLM/slp

PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jonathan Rorie, City Manager 

FROM: Paul J. Salvatore, Financial Services Director 
Kelly Bush, Assistant Finance Director 

DATE: April 13, 2017

SUBJECT: Official Intent Resolution (Reimbursement Resolution)
State Road and Tollway Authority – Georgia Transportation
Infrastructure Bank (GTIB)

April 20, 2017, City Council Consent Agenda

Recommendation:

Staff recommends that City Council adopt the attached Official Intent Resolution (Reimbursement Resolution) that will allow the City to seek reimbursement through the State Road and Tollway Authority – Georgia Transportation Infrastructure Bank (GTIB) financing process for construction costs of SPLOST project #4: Intersection - Hwy 54 @ Planterra Way, and project #5: Intersection - Hwy 54 @ MacDuff Parkway made prior to the actual financing arrangements.

Discussion:

Following the approval of the 2017 Special Purpose Local Option Sales Tax Referendum on March 21, 2017, this Official Intent Resolution is presented to Council for adoption in order to include in future financing any money paid directly or indirectly by the General Fund prior to the actual financing of the Intersection projects - Hwy 54 @ Planterra Way and Hwy 54 @ MacDuff Parkway. The resolution in an amount not to exceed \$1,200,000 is attached. As these are approved SPLOST projects, the debt service on this financing would be repaid with SPLOST collections.

Budget Impact:

N/A

OFFICIAL INTENT RESOLUTION

WHEREAS, Peachtree City (the "City") expects to obtain financing (the "Obligations") through the State Road and Tollway Authority – Georgia Transportation Infrastructure Bank (GTIB), in a principal amount not to exceed \$1,200,000 to finance the construction costs of SPLOST project #4: Intersection - Hwy 54 @ Planterra Way, and project #5: Intersection - Hwy 54 @ MacDuff Parkway; and

WHEREAS, the City has used or will use, before the issuance of the Obligations, moneys in its General Fund to pay expenditures related to the Project and reasonably expects to use proceeds of the Obligations to reimburse its General Fund for these expenditures; and

WHEREAS, Treasury Regulation Section 1.150-2 requires the City to declare its intent to use proceeds of the Obligations to reimburse its General Fund or money used to pay expenditures related to the Project;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Peachtree City, and is hereby resolved by authority of the same, as follows:

1. The City declares its intent to use proceeds of the Obligations to reimburse its General Fund for money used to pay expenditures related to the Project.
2. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED THIS _____ day of _____, 2017.

PEACHTREE CITY

(SEAL)

By: _____
Vanessa Fleisch
Mayor

Attest:

Ann E. Tyler
City Clerk

STATE OF GEORGIA

FAYETTE COUNTY

CITY CLERK'S CERTIFICATE

I, **ANN E. TYLER**, City Clerk of Peachtree City, **DO HEREBY CERTIFY** that the foregoing page constitutes a true and correct copy of an official intent resolution adopted by the City Council of Peachtree City (the "Governing Body") at an open public meeting duly called and lawfully assembled at _____ p.m., on the _____ day of _____, 2017, the original of such resolution being duly recorded in the Minute Book of the Governing Body, which Minute Book is in my custody and control.

I do hereby further certify that the following members of the Governing Body were present at such meeting:

and that the following members were absent:

and that such resolution was duly adopted by a vote of:

Aye _____ Nay _____

WITNESS my hand and the official seal of the Peachtree City, this the _____ day of _____, 2017.

Ann E. Tyler
City Clerk

(SEAL)

PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jonathan Rorie, City Manager 

FROM: Paul J. Salvatore, Financial Services Director 
Kelly Bush, Assistant Finance Director 

DATE: April 13, 2017

SUBJECT: Official Intent Resolution (Reimbursement Resolution)
Georgia Environmental Finance Authority (GEFA)

April 20, 2017, City Council Consent Agenda

Recommendation:

Staff recommends that City Council adopt the attached Official Intent Resolution (Reimbursement Resolution) that will allow the City to seek reimbursement through the Georgia Environmental Finance Authority (GEFA) financing process for construction of the Lake Peachtree Dam/Spillway made prior to the actual financing arrangements.

Discussion:

Following the approval of the 2017 Special Purpose Local Option Sales Tax Referendum on March 21, 2017, this Official Intent Resolution is presented to Council for adoption in order to include in future financing any money paid directly or indirectly by the General Fund prior to the actual financing of the Lake Peachtree Dam / Spillway Enhancements project. The resolution in an amount not to exceed \$2,600,000 is attached. As this is an approved SPLOST project, the debt service on this financing would be repaid with SPLOST collections.

Budget Impact:

N/A

OFFICIAL INTENT RESOLUTION

WHEREAS, Peachtree City (the "City") expects to obtain financing (the "Obligations") through the Georgia Environmental Finance Authority (GEFA), in a principal amount not to exceed \$2,600,000 to finance the construction costs of the Lake Peachtree Dam / Spillway Enhancements project; and

WHEREAS, the City has used or will use, before the issuance of the Obligations, moneys in its General Fund to pay expenditures related to the Project and reasonably expects to use proceeds of the Obligations to reimburse its General Fund for these expenditures; and

WHEREAS, Treasury Regulation Section 1.150-2 requires the City to declare its intent to use proceeds of the Obligations to reimburse its General Fund or money used to pay expenditures related to the Project;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Peachtree City, and is hereby resolved by authority of the same, as follows:

1. The City declares its intent to use proceeds of the Obligations to reimburse its General Fund for money used to pay expenditures related to the Project.
2. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED THIS _____ day of _____, 2017.

PEACHTREE CITY

(SEAL)

By: _____
Vanessa Fleisch
Mayor

Attest:

Ann E. Tyler
City Clerk

STATE OF GEORGIA

FAYETTE COUNTY

CITY CLERK'S CERTIFICATE

I, **ANN E. TYLER**, City Clerk of Peachtree City, **DO HEREBY CERTIFY** that the foregoing page constitutes a true and correct copy of an official intent resolution adopted by the City Council of Peachtree City (the "Governing Body") at an open public meeting duly called and lawfully assembled at _____ p.m., on the _____ day of _____, 2017, the original of such resolution being duly recorded in the Minute Book of the Governing Body, which Minute Book is in my custody and control.

I do hereby further certify that the following members of the Governing Body were present at such meeting:

and that the following members were absent:

and that such resolution was duly adopted by a vote of:

Aye _____ Nay _____

WITNESS my hand and the official seal of the Peachtree City, this the _____ day of _____, 2017.

Ann E. Tyler
City Clerk

(SEAL)

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: Jonathan N. Rorie, City Manager 

FROM: Betsy Tyler, Public Information Officer/City Clerk 

DATE: April 11, 2017

SUBJECT: Consider Cancellation of June 1, 2017, City Council Meeting
April 20, 2017, City Council Meeting

Recommendation

That Council cancel the June 1, 2017, Regular Meeting.

Discussion

At the April 6 meeting, the City Manager discussed scheduling conflicts that would necessitate the cancellation of the June 1 meeting. There is a City Council Workshop tentatively scheduled for Tuesday, June 6, and any urgent items that may require consideration in early June can be placed on an agenda for a Special Called Meeting at the beginning of the workshop.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

To: City Council and Mayor

Via: Jon Rorie, City Manager 
Paul Salvatore, Finance Director 
Kelly Bush, Assistant Finance Director 

From: Janet Moon, Chief of Police 

Date: April 11th, 2017

Subject: GOHS Highway Safety General Application 2018 Grant
Consent Agenda- April 20, 2017 Council Meeting

Recommendation:

The Police Department is requesting to apply for and accept grant funding from the Georgia Governor's Office of Highway Safety (GOHS) for the amount of \$21,981.50.

Discussion:

This grant is funded by the Georgia Governor's Office of Highway Safety (GOHS) via the Peachtree City Police Department. The purpose of the grant is to facilitate the accomplishment of the Governor's goal to improve highway safety and reduce the number of injuries and deaths on Georgia roadways. This is a competitive need based grant. Our department's specific goals as it relates to applying for funding from this grant would be to increase the effectiveness of community education on the dangers of impaired and distracted driving through the purchase of hands on education specific items.

The grant has a value of \$21,980.50 that, if awarded, must be spent during the 2018 fiscal year on the specific items outlined in the grant application. All purchases are to be made by Peachtree City and are then 100% reimbursed by GOHS per the agreement. The items requested in the grant are a SIDNE (Simulated Impaired Driving Experience Vehicle) go cart with trailer, SIDNE spare battery set, Fatal Vision Alcohol Program Kit, Distract A Match Game (distracted driving board game), and a Line Detector (for use with field sobriety education).

Budget Impact:

This grant will impact the GOHS General Application Fund by increasing both revenue and expenditures in the Grant Fund by \$21,981.50. This grant revenue and expense will be budgeted in the fiscal year 2018 budget, if approved. This is a fully funded, non-matching grant with no foreseeable ongoing expense.

JLM/btw

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

To: City Council and Mayor

Via: Jon Rorie, City Manager *JR*
Paul Salvatore, Finance Director *P.S.*
Kelly Bush, Assistant Finance Director *KB*

From: Janet Moon, Chief of Police *JM*

Date: April 11th, 2017

Subject: GOHS / MATEN Highway Safety Grant
Consent Agenda- April 20th, 2017 Council Meeting

Recommendation:

The Police Department is requesting to apply for and accept grant funding from the Georgia Governor's Office of Highway Safety (GOHS) via the Metro Atlanta Traffic Enforcement Network (MATEN) for the amount of \$20,000 (to be allocated as described below).

Discussion:

This grant is funded by the Georgia Governor's Office of Highway Safety (GOHS) and administered by the Metro Atlanta Traffic Enforcement Network via the Peachtree City Police Department. The purpose of the grant is to facilitate the accomplishment of the Governor's goal to improve highway safety and reduce the number of injuries and deaths on Georgia roadways. The selection of our agency to administer this grant is based upon the election of one of the Police Department's Lieutenants as the Metro Atlanta Traffic Enforcement Network (MATEN) Coordinator. MATEN is a network of the 62 law enforcement agencies that provide traffic enforcement services to the Metro Atlanta area and is aimed at facilitating improved practices and better overall traffic safety among participating areas.

The grant has a maximum value of twenty thousand dollars (\$20,000) and is divided into three components; Seven thousand five hundred dollars (\$7,500) is allocated to the administering agency (Peachtree City in this case) for the purchase of traffic safety equipment and training/travel expenses as an incentive for allowing an employee to allocate time to the network. Seven thousand five hundred dollars (\$7,500) is to be allocated to network operating expenses or purchasing incentive items to be distributed at MATEN meetings to attending agencies to encourage participation in network events. Five thousand dollars (\$5,000) is allocated to any travel expenses the coordinator may incur attending designated highway safety conferences. All purchases are to be made by Peachtree City and are then 100% reimbursed by GOHS per the agreement.

As part of this grant we must enter an agreement/certification with the State of Georgia Governor's Office of Highway Safety. This agreement constitutes a Grant Application with standard reporting

criteria, conditions, and terms. The funded equipment would be used within our traffic enforcement activities and training/travel funds would be used to attend traffic related training and meetings.

Acceptance of this grant allows the Police Department to obtain, at no cost, additional equipment and training that would otherwise not be obtainable without significant budgetary impact to the City.

Budget Impact:

This grant revenue and expense will be budgeted in the fiscal year 2017 budget. This is a fully funded, non-matching grant.

JLM/mm

Traffic Enforcement Networks 2018

Organization: Peachtree City Police Department

TEN-2018-Peachtree -00014-C

Certification and Signatures

I certify that I understand and agree to comply with the general and fiscal year terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the applicant to perform the tasks as they relate to the terms and conditions of this grant application; that costs incurred prior to grant approval may result in the expenses being absorbed by the grantee; and, that the receipt of grantor funds through the Governor's Office of Highway Safety will not supplant state or local funds. **Monthly reimbursement claim submissions filed electronically are in effect, "electronically signed".**

Agency Administrator *

Name:	Matt Myers	Title:	Lieutenant
Agency:	Peachtree City Police Department	Address:	350 Highway 74 South Peachtree City, GA, 30269
Phone Number:	(770) 632-4122	Email Address:	mmyers@peachtree-city.org
Fax Number:			
Signature:	_____	Date:	4/14/2017

Agency Staff *

Name:	Kelly Bush	Title:	Asst. Finance Director
Agency:	Peachtree City Police Department	Address:	350 Highway 74 South Peachtree City, GA, 30269
Phone Number:	(770) 487-7657	Email Address:	kbush@peachtree-city.org
Fax Number:	(770) 631-2512		
Signature:	_____	Date:	4/14/2017
FEI Number:			

Authorized Official *

Name:	Mrs. Vanessa Fleisch	Title:	Mayor
Agency:	Peachtree City Police Department	Address:	350 Highway 74 South Peachtree City, GA, 30269
Phone Number:	(770) 487-7657	Email Address:	vfleisch@peachtree-city.org
Fax Number:	(770) 631-2512		
Signature:	_____	Date:	4/14/2017

*** NOTE: AGENCY ADMIN, AGENCY STAFF AND AUTHORIZED OFFICIAL CANNOT BE THE SAME PERSON WITHOUT GOHS APPROVAL. STAFF BEING FUNDED UNDER THIS GRANT MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT GOHS APPROVAL.**

STAFF REPORT

CITY COUNCIL

TO: Mayor and City Council 
VIA: Jonathan N. Rorie, City Manager
FROM: Michael Warrix, AICP 
Planning and Development Director
DATE: April 13, 2017
SUBJECT: Public Hearing: Consider Variance Request, R-15 Zoning Front Setback Requirement, 100 Doe Run
April 20, 2017 City Council Meeting

Case Number:	PV17-0002
Property Location:	100 Doe Run, Lot 27 Spooner Ridge
Request:	Variance from Section 1001.4 (g), Zoning Ordinance
Current Zoning:	R-15, One Family Residential
Parcel Size:	0.46 Acres
Property Owner:	Kevin and Janet Kerr
Applicant:	Kevin and Janet Kerr

Request

The Applicant is requesting relief in the form of a variance from the front setback requirement [Section 1001.4(g)] of the R-15, One-Family Residential zoning district which requires a minimum front building setback of 40 feet. The Applicant is proposing to construct a carport that would encroach into the required front setback by approximately thirteen (13) feet. The existing single-family dwelling is in compliance with all other R-15 setbacks.

As part of the application, the Applicant has included a justification narrative, site plans/ plat showing the proposed improvement in relation to the front property line, photos of carports as examples, and letters from adjacent property owners.

Subject Property

The subject property fronts on both Doe Run and Longer Drive. The lot is generally flat to gently sloping and square in shape. The existing single-family dwelling is generally centered on the lot. The driveway is located on the side of the house and has parking for two vehicles. The proposed carport would not be constructed over the existing driveway.

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

100 Doe Run Variance Request

Page 2

- (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 that are 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. Relocating the carport over the existing parking pad would meet the front setback requirements.

- (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 on the property that do not also apply to other multiple frontage lots zoned R-15. There are over 50 corner lots zoned R-15 within a quarter mile of this 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

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 adjoining property owners that would be most impacted should the addition be constructed as proposed.

100 Doe Run Variance Request

Page 3

- (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

Staff is of the opinion that the request for variance does not meet the standards established in Section 1207 of the Zoning Ordinance. As a result, staff recommends denial. Should Council choose to approve the variance request, staff recommends the following conditions of approval:

1. The variance shall be limited to an encroachment of no more than thirteen (13) feet into the front building setback as shown on the site plan submitted by the Applicant. There shall be no other encroachments permitted without first securing additional variances.
2. Following completion of construction and prior to issuance of the Certificate of Occupancy, the Applicant shall provide a Foundation Survey to the Building Official that identifies the location of new construction. The purpose of this survey is to ensure the new construction does not encroach any further into the rear setback than permitted by this variance.

ATTACHMENTS



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

VARIANCE APPLICATION

153 Willowbend Rd, Peachtree City, GA 30269

P: 770-487-5731

F: 770-631-2552

WWW.PEACHTREE-CITY.ORG

Admin. Variance Fee: \$25.00

Variance Fee: \$250.00

Receipt # 47271

Date Filed 3/15/17

Case # PV17-0002

Office Use Only

VARIANCE LOCATION	Street Address <u>100 Doe Run</u> <u>PTC, GA</u>	PROPERTY OWNER	Name <u>KEVIN & Janet KERR</u>
	Zoning District: ☒ Residential ☐ Multi-Family ☐ Commercial\Industrial\Office Variance Type: ☐ Administrative ☐ Special Exception ☒ Variance (check one below) Variance from which ordinance: ☐ Sign ☐ Fence ☒ Land Development ☐ Zoning		Phone <u>770-487-0048</u>
APPLICANT	Name <u>KEVIN & Janet KERR</u>	PROPERTY INFO	Email <u>kevinbkerr@comcast.net</u>
	Address <u>100 Doe Run</u>		Subdivision: <u>Spoooner Ridge</u>
	City, State, Zip <u>PTC, GA 30269-1209</u>		Phase: _____ Lot # <u>27</u>
	Phone # <u>770-487-0048</u>		
	Email <u>Kevin b Kerr @comcast.net</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)
	1.) Is a current survey included with the application?	☐ Yes ☒ No	
	2.) How much of a variance is being requested?	<u>13 1/2 Feet</u>	<u>TO HAVE A CARPORT</u> <u>PROTECT VEHICLES</u>
	3.) Were you the owner of the property when the violation occurred? (If not, who was?)	☐ Yes ☐ No	<u>NA</u>

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

Signature of Owner/Agent: Kevin B. Kerr

Date 3-15-17

OFFICE ONLY

ADMINISTRATIVE VARIANCE	Signature: _____	☐ Approved ☐ Denied
Date of Acceptance: _____	Date of Hearing: _____	☐ Approved with Conditions

SPECIAL EXCEPTIONS & VARIANCE FROM ORDINANCES	This application, along with the required fee and all necessary supplemental documents, has been properly submitted and is hereby accepted for consideration by the City Council at a public hearing in the City Council Chambers at 7:00 PM on the date shown below:		
Signature: <u>RB</u>	Date of Acceptance: <u>3/16/17</u>	Date of Public Hearing: <u>4/20/17</u>	

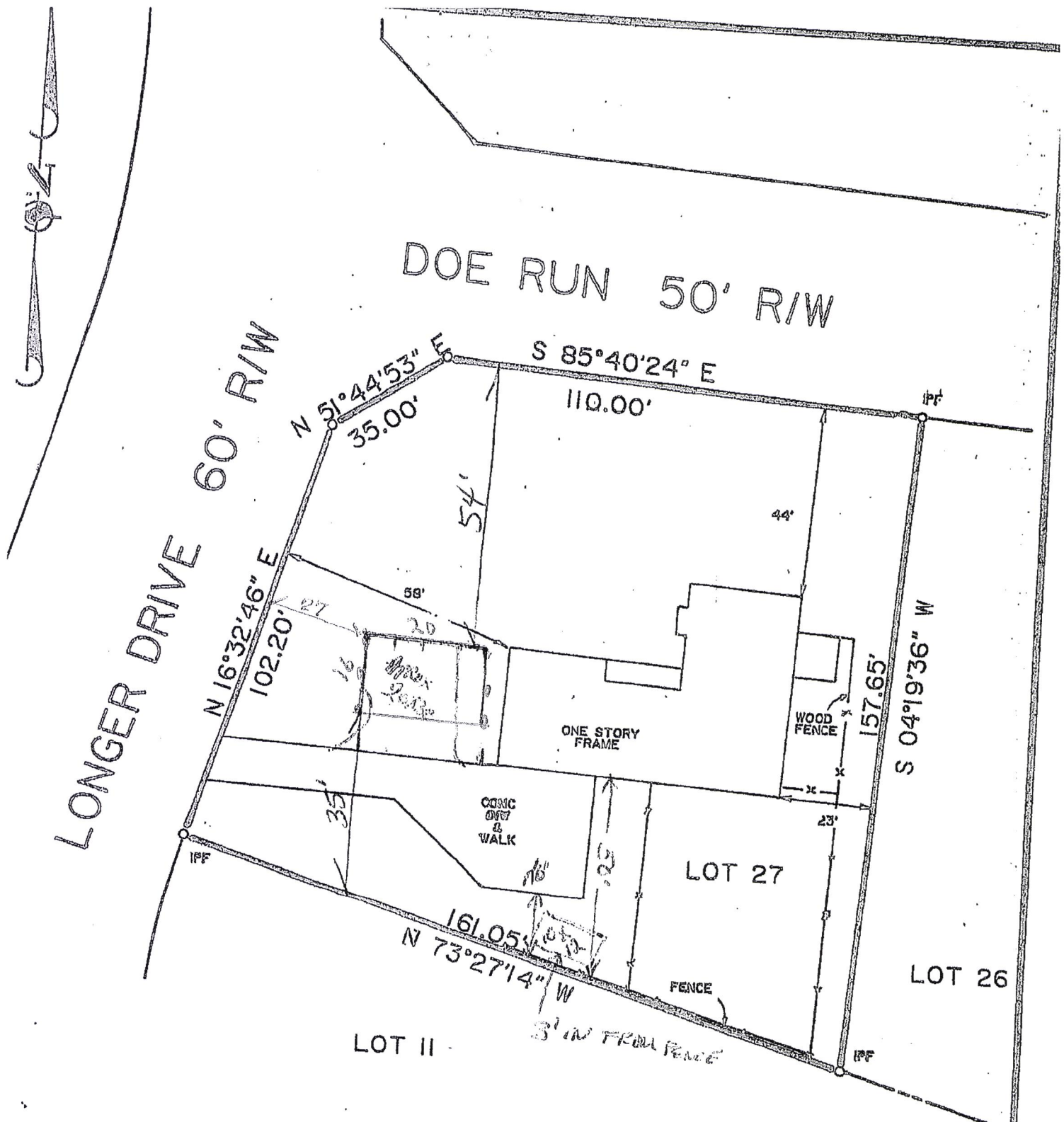
17 March, 2017

To: Peachtree City Council

Subject: Request for Variance at 100 Doe Run

Our property is located on a corner (Doe Run and Longer Dr.). In accordance with city code, we are considered to have a double front yard so to speak. City code requires a 40 foot set back for a structure. We would like to build a carport covering our parking pad. Having a carport would serve as a guard for our vehicles during inclement weather as well as a covered area for neighborhood gatherings. The existing set back is about 27 feet. This area in which we have constructed our driveway is the only area on our property that we could have built on. Once the shrubs have grown up the carport won't be as noticeable. The structure that we will build will be attractive and enhance our property as well as fit into our neighborhood. We request that the variance be adjusted to accommodate our structure.

Kevin & Janet Kerr

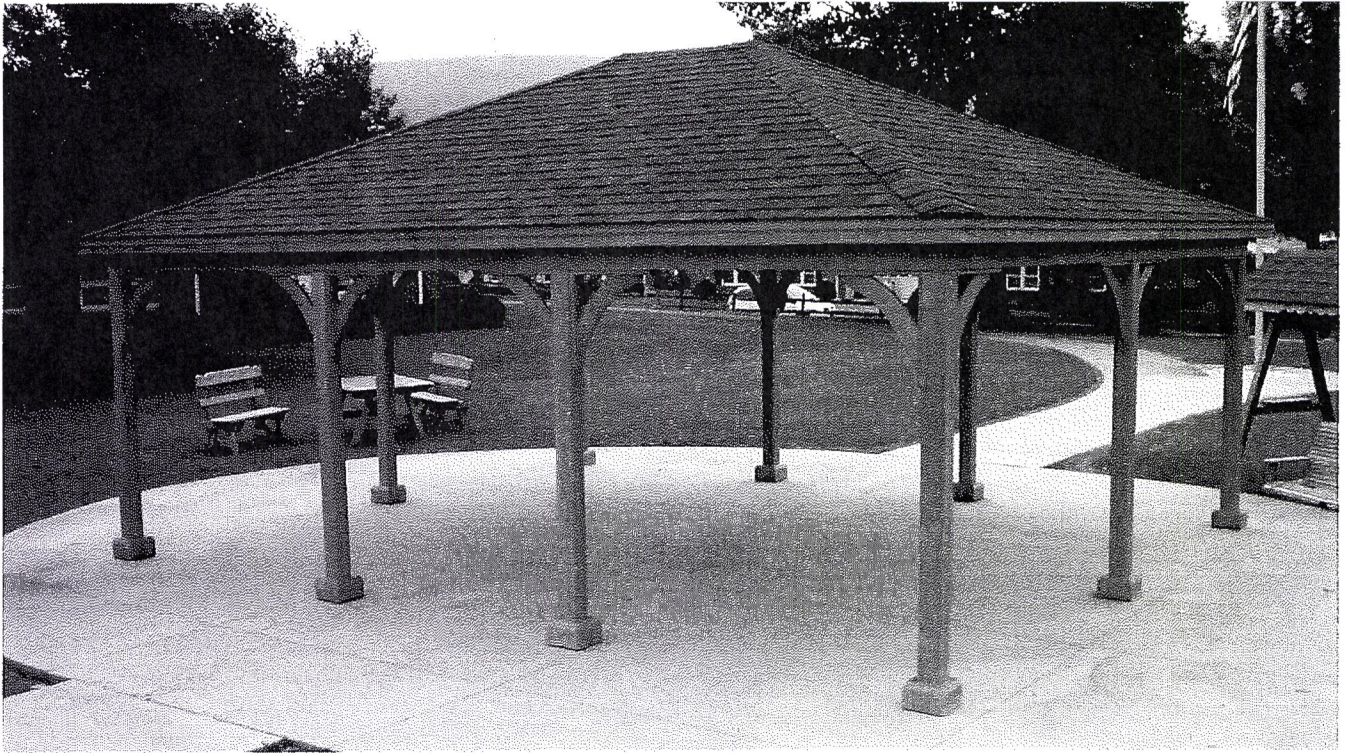


my opinion, this property does not
 within the 100 year flood plain
 cording to the HUD Flood Plain
 ip No: 130078 0001C
 42-1-77



In my opinion this plat is a correct
 representation of the land, platted and
 has been prepared in conformity with
 the minimum standards and require-
 ments by law

J. K. H. H.
 Member S. A. M. S. O. G.

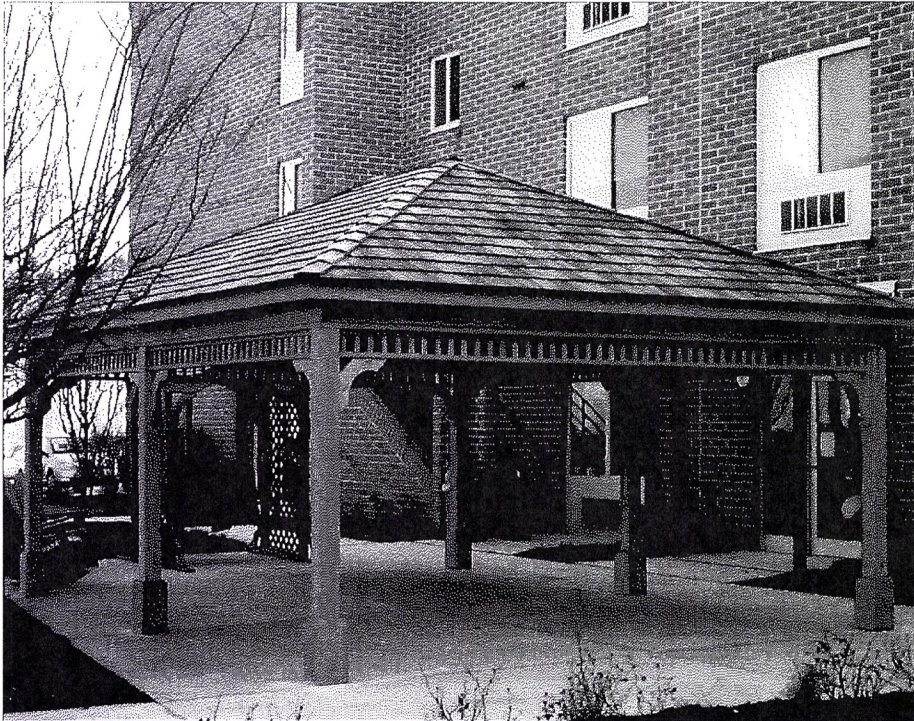


From <https://www.google.com/search?q=gazebo+carport&biw=1366&bih=618&tbm=isch&tbo=u&source=univ&sa=X&sqi=2&ved=0ahUKEwj39Y-2huvRAhUG2IMKHR7_CjIQsAQIngE>

Ex Aug 2

Gazebo/Carport 16 X 20

Monday, August 15, 2016 4:25 PM



Metal roof matching color of roof on front of house
Light inside

Example

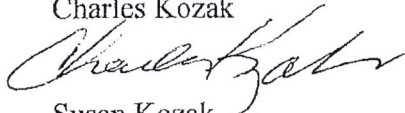
Date: 3/11/2017

Subject: Variance request for covered parking area at 100 Doe Run, Peachtree City, Ga.
30269

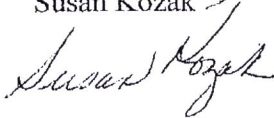
To whom it may concern,

As the owner of the property at 201 Doe Run, PTC, Ga 30269, I believe the proposed construction of the covered parking area at 100 Doe Run will be an improvement to that property and will enhance the entire neighborhood. For that reason I feel the variance should be approved.

Charles Kozak



Susan Kozak



March 14, 2017

To: City Council

We are the owner of the property at 101 Crossbow Court Peachtree City, Ga. 30269. We think the proposed covered parking area at 100 Doe Run will coordinate well with that property and the neighborhood. We support the homeowner's request for the variance.

Tricia and Bern Stearns

March 14, 2017

Subject: Variance Request For Covered Parking Area at 100 Doe Run, Peachtree City, Ga.
30269

To whom it may concern.

I am the owner of the property at 306 Longer Drive, PTC , Ga. 30269. I believe the proposed covered parking area at 100 Doe Run will coordinate well with that property and the neighborhood. I support the home owner's request for the variance he needs in order for construction to proceed.

Malcolm Brown

Michael Linzbach
401 Longer Dr.
Peachtree City GA 30269
March 17, 2017

City of Peachtree City, Georgia

To whom it may concern:

It is my understanding that Kevin and Janet Kerr are looking to install a carport on their property located at 100 Doe Run. Their plans for this carport do not meet city code due to not having a 40 foot setback, so they are applying for a variance to this code. I would like to write in support of their variance request. Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Michael Linzbach', with a large, sweeping loop at the end.

Michael Linzbach
+1 (612) 385-9407
mike.linzbach@gmail.com

STAFF REPORT

CITY COUNCIL

TO: Mayor and City Council

VIA: Jonathan N. Rorie, City Manager

FROM: Michael Warrix, AICP
Planning and Development Director

DATE: April 13, 2017

SUBJECT: Public Hearing: Consider Variance Requests, GC (General Commercial) Zoning
Setback and Buffer Requirements, 2584 Highway 54 (Pitts Auto Service Property)
April 20, 2017 City Council Meeting

The Applicant has requested that this request be continued to the May 18, 2017 City Council meeting.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members 

VIA: Jonathan N. Rorie, City Manager
Mike Warrix, AICP, Planning and Development Director 
Robin Cailloux, Senior Planner 

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

DATE: April 12, 2017

SUBJECT: Floodplain Variance Request for 114 Hilltop Drive
April 20, 2017, City Council Meeting

Recommendation:

Staff recommends that City Council grant a variance to Sections 1007.4.3 (3) and 1007.4.5 (1) of Article X of the Land Development Ordinance with the following conditions:

1. Installation of pool and associated grading all be performed in cut as stated in the application (no fill); and,
2. All electrical and pumping equipment be elevated at least 3-feet above the existing conditions flood elevation of 791.4.

Discussion:

The applicant had submitted an application to construct a pool in the rear of the aforementioned property. The pool work is mostly in the floodplain and floodway so Staff informed them that a variance would be required.

Staff has reviewed the project and application against the criteria in Section 1303 of Article XIII and Section 1007 of Article X of the Land Development Ordinance. The specific criteria and staff determinations are listed below.

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 because of the small size of the lot and the need for a septic system precludes the placement of the pool area outside of the floodplain. Other lots in identical zoning districts have the privilege of building pools if room to move out of floodplain.

- (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 met because literal interpretation deprives applicant privilege granted to others along west side of Lake Peachtree that have built pools in their backyards.

- (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 met because the space taken up by septic areas do not apply generally to other property in the same zoning district throughout the City.

- (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 because pools 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 because if the pool is built in cut and no fill is placed there will be no impact to the floodplain or floodway and therefore no impact on health, safety and welfare of others.

- (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, which encourages the protection of the character of existing neighborhoods as well as the redevelopment and reinvestment within neighborhoods.

Section 1007 - 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 – Criteria met because of septic system requirements and the shape/lot configuration. The owner faces a hardship of not being able to build a pool in their back yard as some of their neighbors have. In addition, if the pool is placed in cut and not in fill, there will be no impact to the floodplain/floodway and will not create a threat to public safety.

Staff has reviewed the site plan and application against the above variance criteria and find that the proposed project meets all the conditions for a variance.

Should City Council decide to grant this variance, Staff recommends that the variance be subject to the following conditions:

- 3. Installation of pool and associated grading all be performed in cut as stated in the application (no fill); and,
- 4. All electrical and pumping equipment be elevated at least 3-feet above the existing conditions flood elevation of 791.4.

Budget Impact:

This item will have no budgetary impact.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: Jonathan N. Rorie, City Manager

FROM: Betsy Tyler, Public Information Officer/City Clerk 

DATE: April 14, 2017

SUBJECT: Consider Land Lease Agreements and Memoranda with Verizon Wireless for "Monopine" tower at Riley Field Parking Lot
April 20, 2017, City Council Meeting

Recommendation

That City Council approve the agreement with Verizon Wireless and authorize the Mayor to execute the associated agreements and memoranda.

Discussion

Verizon Wireless has requested to place a "Monopine" communications tower on City-owned property adjacent to the parking lot at Riley Field on Wisdom Road. The tower design would be similar to the one installed at the Peachtree City Church of Christ on Peachtree Parkway South, and will provide both revenue through the land lease as well as improved communications for cellular customers in the area and improved quality and availability of wireless service for Public Safety employees.

The associated agreements and memoranda are attached, and the City Attorney will present the request at the meeting on April 20.

Budgetary Impact

The lease will provide annual rental revenue of \$22,200 per year (paid monthly) for a period of at least five years.

LAND LEASE AGREEMENT

This Agreement, made this _____ day of _____, 2016 between the City of Peachtree City, Georgia, with its principal offices located at 153 Willowbend Road, Peachtree City, Georgia 30269, hereinafter designated LESSOR and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located at 176 Wisdom Road, Peachtree City, Georgia 30269 and being described as a 25' by 40' parcel containing 1,000 square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a thirty (30') foot wide right-of-way extending from the nearest public right-of-way, Wisdom Road, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. The Property is also shown on the Tax Map of Peachtree City as Parcel ID Number 0734 045 and is further described in Deed Book _____ at Page _____ as recorded in the Office of the Clerk of the Superior Court of Fayette County, Georgia.

In the event any public utility is unable to use the Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Twenty Two Thousand Two Hundred and No/100 Dollars (\$22,200.00) to be paid in equal monthly installments on the first day of the month, in advance, to _____ or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. The Agreement shall commence on the first day of May, 2017 ("Commencement Date"). LESSOR and LESSEE acknowledge and agree that

initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 1.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 23. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

4. EXTENSIONS. This Agreement shall automatically be extended for five (5) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental for the first (1st) five (5) year extension term shall be increased to Twenty Two Thousand Eight Hundred Sixty Six and No/100 Dollars (\$22,866.00); the annual rental for the second (2nd) five (5) year extension term shall be increased to Twenty Three Thousand Five Hundred Fifty One and 98/100 Dollars (\$23,551.98); the annual

rental for the third (3rd) five (5) year extension term shall be increased to Twenty Four Thousand Two Hundred Fifty Eight and 54/100 Dollars (\$24,258.54); the annual rental for the fourth (4th) five (5) year extension term shall be increased to Twenty Four Thousand Nine Hundred Eighty Six and 30/100 Dollars (\$24,986.30); and the annual rental for the fifth (5th) five (5) year extension term shall be increased to Twenty Five Thousand Seven Hundred Five and 88/100 Dollars (\$25,735.88).

6. ADDITIONAL EXTENSIONS. If at the end of the fifth (5th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to the annual rental payable with respect to the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Paragraph 10 below, and to the extent permitted by Georgia Law, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

- a. Notwithstanding the indemnity in section 10, and to the extent permitted by Georgia Law, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or

hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

- b. LESSEE will maintain at its own cost;
 - i. Commercial General Liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence
 - ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a minimum combined limit of not less than one million (\$1,000,000) per occurrence
 - iii. Workers Compensation insurance providing the statutory benefits and not less than one million (\$1,000,000) of Employers Liability coverage.

LESSEE will include the LESSOR as an additional insured on the Commercial General Liability and Auto Liability policies.

- c. LESSOR will maintain at its own cost commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR will include the LESSEE as an additional insured.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 29, and to the extent permitted by Georgia Law, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

13. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps

necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 33 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed. LESSEE agrees to file a performance bond, acceptable to LESSOR, securing LESSEE'S faithful execution of the covenants specified in this Section 14.

15. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 14 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 14 and this Paragraph 15, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 14 shall equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

16. Reserved.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest

in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and

shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Peachtree City
Attention: City Planner
153 Willowbend Road
Peachtree City, Georgia 30269

LESSEE: Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of

Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

27. DEFAULT.

- a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.
- b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed

by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

28. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

29. ENVIRONMENTAL.

- a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.
- b. To the extent permitted by Georgia Law, LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without

limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

30. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

31. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

32. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

33. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

34. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

35. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

THE CITY OF PEACHTREE CITY, GEORGIA

By: _____

Its Mayor

Date: _____

WITNESS

LESSEE:

VERIZON WIRELESS (VAW) LLC d/b/a
Verizon Wireless

By: _____

Frank Wise

Executive Director-Field Network
Engineering

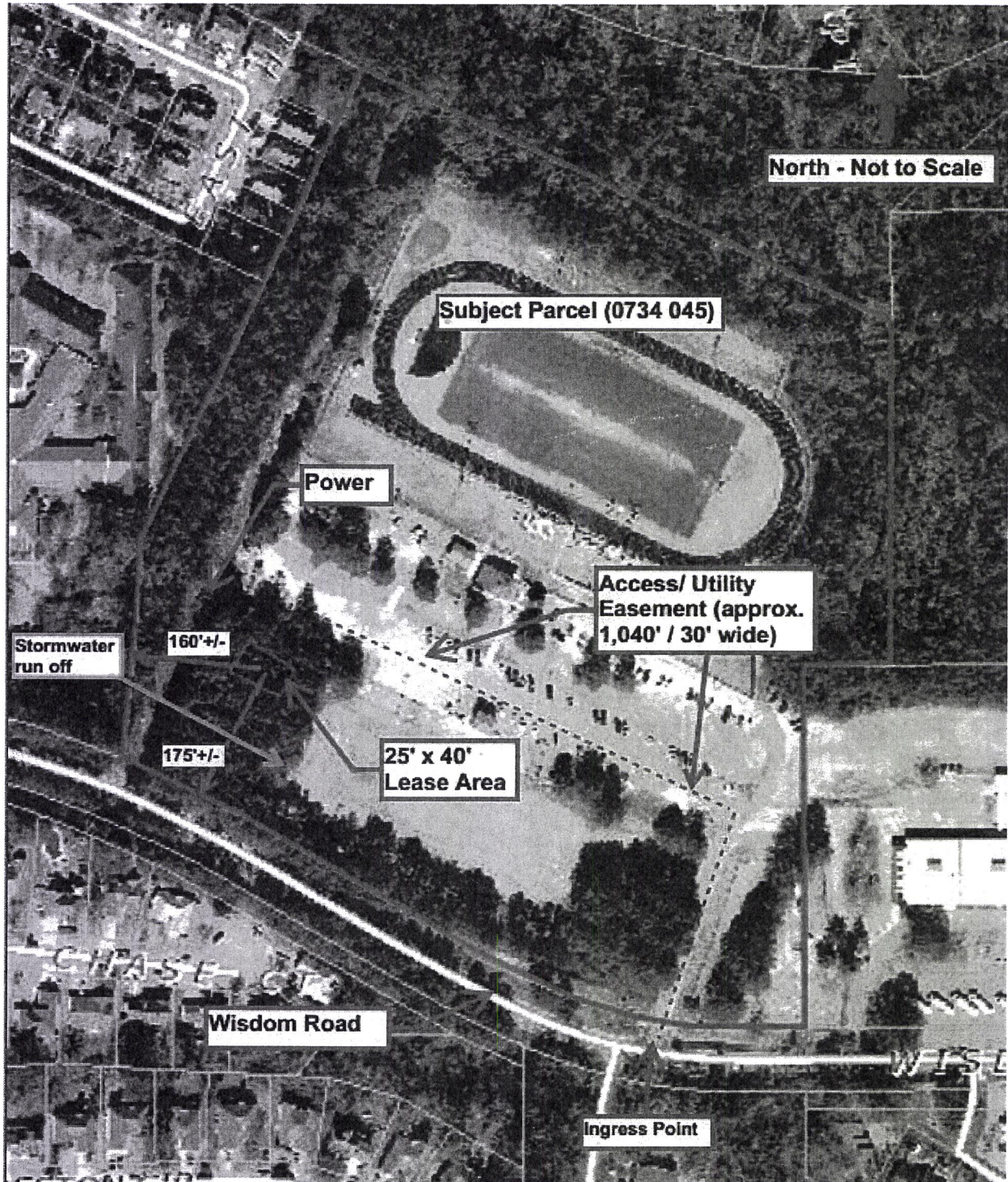
Date: 2/13/17

Laura Fernandez

WITNESS
Felicia Smith
Aime Hubert

Exhibit "A"

(Sketch of Premises within Property)



IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My Commission Expires:

[NOTARIAL SEAL]

LESSOR:

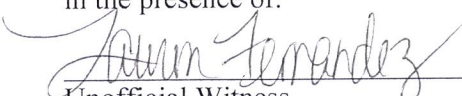
CITY OF PEACHTREE CITY, GEORGIA

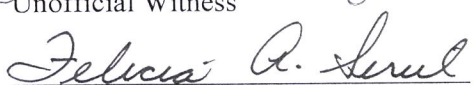
By: _____

Name: _____

Title: _____

Signed, sealed and delivered
in the presence of:


Unofficial Witness


Notary Public

My Commission Expires:
7/30/19

[NOTARIAL SEAL]

LESSEE:

VERIZON WIRELESS (VAW) LLC d/b/a Verizon
Wireless

By:  _____

Frank Wise
Executive Director –
Field Network Engineering

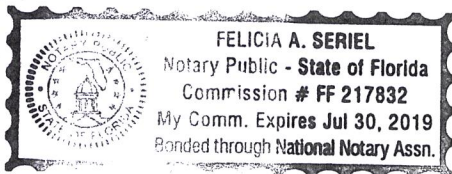


EXHIBIT A

That certain tract of land located in Fayette County, Georgia and as described as follows:

14.1391 Acre Tract

All that certain lot, tract or parcel of land situate, lying and being in Land Lot 131 of the Seventh District of Fayette County, Georgia, and being more particularly described as follows:

Begin at a point on the northern right-of-way line of Wisdom Road, said point being 1,063.28 feet as measured along said northern right-of-way line of Wisdom Road, East of the intersection of said northern right-of-way line of Wisdom Road with the western Land Lot Line of Land Lot 131, which is the Point of Beginning; thence North 10 degrees 35 minutes 08 seconds East for a distance of 235.00 feet to a point; thence North 62 degrees 20 minutes 33 seconds West for a distance of 782.02 feet to a point; thence North 25 degrees 38 minutes 17 seconds East for a distance of 681.14 Feet to a point; thence South 64 degrees 21 minutes 43 seconds East for a distance of 740.00 feet to a point on the western property line of property now or formerly of Cobblestone Creek; thence along said western property line of Cobblestone Creek South 0 degrees 20 minutes 58 seconds East for a distance of 395.00 feet to an iron pin found on the northern property line of property now or formerly of The Fayette County School System; thence along said northern line of The Fayette County School System North 86 degrees 30 minutes 59 seconds West for a distance of 143.18 feet to a point; thence along the western line of said property now or formerly of The Fayette County School System South 0 degrees 23 minutes 57 seconds East for a distance of 515.08 feet to a concrete monument found on the northern right of-way line of Wisdom Road; thence West 170.00 feet as measured along the northern right-of way line of Wisdom Road to the Point of Beginning; said tract containing 14.1391 acres and being described as "Tract One" by a plat of survey by J. R. Wood Surveyors and Planners, Inc prepared for the City of Peachtree City dated September 1, 1977.

4.3 Acre Tract

All that tract or parcel of land lying and being in Land Lot 131 of the 7th District of Fayette County, Georgia and being more particularly described as follows:

TO ARRIVE AT THE TRUE POINT OF BEGINNING, being at the point where the northerly line of Wisdom Road (a road having an 80 foot right of way) intersects the west line of Land Lot 131 (said line also being the east line of Land Lot 158, said District and County); running thence in a generally easterly direction along the northerly line of the right of way of Wisdom Road and following the curvature thereof 420.14 feet to a point and the TRUE POINT OF BEGINNING; running thence north 01 degree 20 minutes 50 seconds east 268.98 feet to a point; running thence south 62 degrees 20 minutes 33 seconds east 789.02 feet to a point; running thence south 10 degrees 35 minutes 08 seconds west 235.00 feet to a point on the northerly line of the right of way of Wisdom Road; running thence in a generally northwesterly direction along the northerly line of the right of way of Wisdom Road and along the arc of a curve to the right a distance of 296.81 feet the chord of said curve having a magnetic bearing of north 66 degrees 57 minutes 56 seconds west and a length of 294.48 feet); continuing thence in a northwesterly direction along the northeasterly line of the right of way of Wisdom Road north 60 degrees 20 minutes 19 seconds west 346.33 feet to a point; continuing thence in a northwesterly direction along the northeasterly line of the right of way of Wisdom Road and along the arc of a curve to the left 99.28 feet (the chord of said curve having a magnetic bearing of north 65 degrees 08 minutes 36 seconds west and a length of 99.26 feet) to a point and the TRUE POINT OF BEGINNING; containing 4.3 acres and being the same property as shown on that certain plat of survey entitled "Recreation Land, Riley Field Addition", dated February 1, 1985 and last revised February 18, 1985, prepared by Michael T. Perdue, Georgia Registered Land Surveyor No. 2261.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

FROM: Jonathan N. Rorie, City Manager 

DATE: April 14, 2017

SUBJECT: Consider Jobs Development Grant and Impact Fee Waiver for Rinnai
April 20, 2017, City Council Meeting

Recommendation

That City Council waive development impact fees and provide a Jobs Development Grant to Rinnai America as outlined in the staff memo.

Discussion

Rinnai America, a longtime corporate citizen of Peachtree City's industrial park, plans to expand operations within Peachtree City with estimated \$20 million capital investment in our community. The Project includes:

- Renovating 25,110 sq. ft. of its existing facility
- Constructing a 37,560 sq. ft. office building
- Creating 53 new corporate jobs with an average salary of \$78,000. The company currently employs 150 Employees.

The Mayor and Council have previously authorized two recruitment and retention strategies to encourage economic development/redevelopment within Peachtree City.

First, City Council can waive development impact fees for certain office and industrial uses that create unusually high capital investments that promote economic development and employment growth of public benefit to the city of Peachtree City with preference provided to "existing business within Peachtree City"

Second, City Council can provide a financial Jobs Development Grant in the amount of \$500 for each new job created with a salary that is 20% above the current year's per capita income for Peachtree City. The grant is capped at \$50,000 per applicant.

Overall, the Rinnai America expansion project represents a major capital investment and job creation opportunity within Peachtree City. Staff is recommending waiving estimated development impact fees of approximately \$36,000 once the expansion project is permitted. In addition, Staff is recommending approval of a Job development Grant in the amount of \$26,500 once the corporation has added a total 53 additional jobs within a five-year time period.