



**CITY COUNCIL OF PEACHTREE CITY
REGULAR MEETING AGENDA**

**Peachtree City
Mayor & City Council**
Vanessa Fleisch, Mayor
Phil Prebor – Post 1
Mike King – Post 2
Kevin Madden – Post 3
Terry Ernst – Post 4

**APRIL 18, 2019
6:30 p.m.**

- I. Call to Order
- II. Pledge of Allegiance
- III. Announcements, Awards, Special Recognition
 - Recognize Harold Layton, Recreation – 15 Years of Service
 - Proclamation – WWII Heritage Days
 - Proclamation – Alcohol Awareness Month
 - Presentation by American Legion Post 50 – Law Enforcement Officer of the Year (Officer Brian Boynton)
 - Firefighter of the Year (Lt. Brian Glennie)
- IV. Public Comment
- V. Agenda Changes
- VI. Minutes
 - March 7, 2019, Regular Meeting
 - March 21, 2019, Regular Meeting
- VII. Quarterly Reports – 1st Quarter 2019
- VIII. Consent Agenda
 - 1. Consider Fire/EMS Automatic Aid Agreement with Fayette County
 - 2. Consider Elimination and Replacement of Position in the Financial Services Division
 - 3. Consider Elimination and Replacement of Position in the Convention & Visitors Bureau (CVB)
 - 4. Consider Appointment of Fayette County Library Board Representative – David Hill
 - 5. Consider Budget Adjustment – FY 2019
- IX. Old Agenda Items
- X. New Agenda Items
 - 04-19-01 Public Hearing – Consider Variance Request, Sec. 1004, Watershed protection buffers, 506 Telfair Park *(Dave Borkowski)*
 - 04-19-02 Consider Request to Abandon Drainage Easement, 300 Turnbridge Circle *(Dave Borkowski)*
 - 04-19-03 Consider Request by B. Lilley Productions to Hold Air Shows at Atlanta Regional Airport – Falcon Field
 - 04-19-04 Consider SR 54 East Access Management Plan Presentation *(Jon Rorie)*
 - 04-19-05 Consider Revised Indemnification Resolution – Defamation Suits *(Betsy Tyler)*
- XI. Council/Staff Topics
- XII. Executive Session
- XIII. Adjourn

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

**City Council of Peachtree City
Meeting Minutes
Thursday, March 07, 2019
6:30 p.m.**

The City Council of Peachtree City met in regular session on Thursday, March 07, 2019. Mayor Vanessa Fleisch called the meeting to order at 6:30 p.m. Others attending: Terry Ernst, Mike King, Kevin Madden, and Phil Prebor.

Announcements, Awards, Special Recognition

The Mayor recognized Stanley Chutkhan of the Public Works Department for his 15 years of service.

Public Comment

Cary Cook said he was concerned about the density of the proposed Aberdeen Village redevelopment project. He said he felt it went against the village concept created when the City was planned. Traffic was already a problem on SR 54 and would be worsened with additional commercial and residential development.

Minutes

King moved to approve the February 21, 2019, regular meeting minutes as written. Prebor seconded. Motion carried 4-0-1, with Fleisch abstaining due to her absence.

New Agenda Items

03-19-01 Consider Bids for Paving – Atlanta Paving and Concrete

City Engineer Dave Borkowski said they had sent out bids for paving work to be done in the summer. The bids came back February 26, with Atlanta Paving and Concrete submitting the low bid at \$4.799 million. Staff recommended awarding them the contract. He said the City had worked with this company for two years, and it did good work.

Borkowski reported that 14.5 miles of resurfacing was done in 2018, with 89% of those requiring full-depth reclamation (FDR). This year they were proposing to do 13 miles, and 41% would be FDR, but, he added, responding to a comment from the Mayor, there was always a chance the FDR percentage could be higher once they began the project and saw what was there.

Fleisch asked him to clarify what FDR meant, and Borkowski said it involved mixing cement and rebuilding the road in place. Fleisch inquired about the cost per mile. While that was being calculated, City Manager Jon Rorie noted that they received four bids, with the highest bids ranging from \$6.189 million to \$7.486 million. It was a competitive bid process. They also included some numbers for projects outside the bid. For example, he said they were working with the County to pave the south part of Peachtree Parkway and Robinson Road with federal dollars from the Transportation Improvement Program (TIP). Borkowski said they were looking at doing another five miles of Robinson in 2019 and the Parkway in 2020. Rorie said, referring to discussion at retreat workshop on March 5 about a roundabout and turn lanes on Peachtree Parkway, it was important that those projects lined up so a newly-paved road would not have to be re-done.

Borkowski noted that the cost would be about \$369,000 a mile. Civil Engineer Jonathan Miller added that it was not just paving; there was also curb and gutter, striping, and so on. He noted that the figure was skewed, too, because Windgate Road was wider than average. Fleisch asked if the \$369,000 included everything that went into the road, and Miller said it did.

Madden asked how much of the paving cost would come from the City budget and how much from the Special Purpose Local Option Sales Tax (SPLOST). Borkowski told him that \$1.8 million was budgeted out of the General Fund, and the remainder would be SPLOST money. Fleisch said that meant roughly \$3 million was SPLOST.

Madden moved to approve New Agenda item 03-19-01 and award the 2019 paving contract to Atlanta Paving and Concrete. King seconded. Motion carried unanimously.

03-19-02 Consider Name Brand Authorization for Blount Construction to Provide HA5 Pavement Mineral Bond Coating Services

Miller said staff recommended that Council approve Blount Construction as a name brand contractor for HA5 pavement mineral bond coating services and approve a proposal to provide \$293,326.98 for fiscal year 2019. HA5, he explained, was cited in the SPLOST as the best suited pavement preservation product. He noted that it was best for local roads and was cited and budgeted as SPLOST Project 2. Blount was the only contractor in Georgia approved to install HA5.

Fleisch asked Miller to explain what HA5 did. He said it was used to preserve the asphalt cement on roads that were of a higher rating, preventing oxidation. He presented a map designating the roads that would be treated with HA5 for a total of 5.5 miles.

Prebor asked if this was something they had done in the past, and Miller told him used it on Commerce Drive as a test on a high-volume road. However, this was the first year it had been budgeted. Fleisch noted that there were some years when no roads were paved. Miller said the idea was to extend the life of roads that were still in good condition.

Madden told Miller he felt it was important to note the lifespan of an asphalt road. Miller said the first major rehab, which would be a resurface, should be done at 15 years. In between, there should be some type of maintenance done to extend that life. Applying HA5 would be part of that process. Miller noted that asphalt cement, because it was a petroleum product, oxidized in the sun and that deteriorated the surface. HA5 had a UV protectant in it to preserve the asphalt that held the rocks together in the pavement.

King moved to approve New Agenda item 03-19-02, name brand authorization for Blount Construction to provide HA5 pavement mineral bond coating services. Prebor seconded. Motion carried unanimously.

03-19-03 Consider Expansion of Displaced Threshold at Atlanta Regional Airport – Falcon Field as Economic Development Tool

Rorie said he asked Airport Manager Hope Macaluso to come before Council because they had been considering expanding this displaced threshold for some time. The Airport Authority would be moving forward with that, and he wanted Council to have a solid briefing on what was planned.

Macaluso explained that the runway itself was extended around 2006, but adding the additional pavement did not move the threshold. The threshold was the point at which aircraft could land. The pavement was usable for takeoff, but not for landing. Although the runway was a little more than 5,800 feet, only 4,600 was usable for landing to the south. If a pilot approached over the lake, she noted, that was only a little over 4,600 feet of available landing distance. In order to move the threshold back and increase landing distance, some obstructions must be removed, such as trees, and there must be more negotiations with property owners on the north end of the runway. They currently had easements with two of the property owners, but it must be expanded with one of those property owners. The property where the expansion needed to be was yet to be developed,

although developments had been proposed from time to time. On March 19, she reported, they would begin the process by meeting with the Georgia Department of Transportation (GDOT). The Federal Aviation Administration (FAA) would provide 90% of the funding for the project. That money would go to the state for disbursement, and the state would match 5%. The Airport Authority would contribute 5%.

Fleisch confirmed this was not a physical movement of the runway or an enlargement. Macaluso replied that the pavement was already in place; they would just be using more of it. This would provide a safety factor in bad weather and also if there was a mechanical problem with the aircraft.

King asked if there would be tree cutting on the hill or the golf course. Macaluso said both. They had talked with the golf course and had cut a few trees because they had lost night-time approaches to that runway. They knew that furthering the project would require removal of more trees. The owner of the hill had been provided with height limitations for that property, and there would be tree cutting there, as well. King verified that the size of the easement would be about an acre or an acre and a half, and Macaluso said it would be a couple of acres in addition to what they already had.

Madden noted that displaced threshold would give the people who worked on the jets at Falcon Field the ability to have additional customers. Macaluso told him there were still a couple of limitations with the current runway configuration. One was takeoff distance in general. The only way to add to that was to expand towards the railroad tracks, and that would not provide any more landing distance, just more takeoff distance. The military, specifically, required at least 6,000 feet of runway. The only way to get the additional landing distance was to work with the footprint they had. It was already there and paved. They must cut some trees, add to the easements, and move back the threshold.

Madden inquired if the additional concrete extension of the runway was still planned, and Macaluso said it was. That would be done after relocating the threshold on the existing pavement. The next step would be looking at the other end, towards the railroad tracks. That would be a much bigger project, she noted. The approach lighting system would have to be relocated, and a lot more would go into adding 250 more feet of pavement for departure on that runway.

Fleisch asked if someone living in Planterra would be aware that they had moved the displaced threshold. Macaluso said the person would not. It would be only 400 to 500 feet, nothing that residents would notice.

Prebor commented that this would allow the Fayette County Development Authority (FCDA) to know exactly what they could market and put on that property.

Rorie said no Council action was required; they just wanted them to be aware of the plans.

03-19-04 Consider Finalization & Release of Solid Waste RFP

Public Information Officer/City Clerk Betsy Tyler reminded Council they had been developing a request for proposal (RFP) for a solid waste franchise. Currently, the City had a non-exclusive system with three providers that had to provide garbage pickup and recycling for their base rate, which they could set at whatever they chose. There were certain minimum insurance requirements. The providers managed customer service, and customers could change services if they wished. Under the current system, yard waste and large debris pickup were offered for an additional fee.

During this process, Tyler went on, they surveyed 26 Georgia cities with populations between 25,000 and 70,000 to see how they handled residential garbage service. The vast majority, 92%, had one provider. For 34%, that was a private company, while 46%, or 12 cities, had a city department that provided the service. The three cities in DeKalb County used a county-run service. Peachtree City and Milton were the only cities surveyed that had multiple garbage service providers.

Sixteen of the cities offered pickup of yard debris in their garbage service, and 11 offered bulky waste on top of that. Milton, Roswell, and Newnan had hybrid contracts. In Milton and Newnan, a contractor handled garbage pickup and recycling, and an in-house department picked up yard debris and bulky waste. Roswell had a garbage department, and a private contractor handled yard debris and bulky waste pickup.

Rorie noted they tracked this information with their current providers. There were 10,500 customers in total, and only about 55% recycled. There had been discussions with Keep Peachtree City Beautiful (KPTCB) about the recycling program. They wanted to encourage more people to recycle, but also realized that the current economic model for recycling might be unsustainable. The purchase price for the materials collected had dropped. In order to maintain the recycling program, the City had to subsidize it with General Fund dollars. Rorie said they were trying to look at better mechanisms to increase public awareness and participation and enhance the program so it could survive.

A comparison of prices from the three Peachtree City providers showed quarterly prices of \$46, \$49, and \$52.50 per quarter for garbage and recycling pickup, while Fayetteville residents paid \$31.35, and Newnan residents paid \$48.66.

Other considerations included street maintenance. Also, accountability was an issue, and it was often difficult to identify which contractor had caused a spill or violated collection time restrictions. The City also was aware of the need to balance free enterprise and a resident's right to choose a provider.

Miller took over to explain how heavy vehicles impacted the roads and if multiple garbage trucks would be significant. While numerous heavy vehicles might not be an issue in the North, where snow plows were common, in the South, pavements were thinner, and the heaviest vehicle they saw was a garbage truck. He used an engineering formula that converted the vehicle's weight to equivalent single axle loads (ESALs). This formula provided a way to compare apples to apples when determining how much damage a vehicle could do to a road. One garbage truck was equivalent to 7,000 cars or 879 trucks. As an example, he related, they chose a neighborhood with 131 residences and no cut-throughs. They assumed 10 trips per household per day, which was an estimate from the Federal Highway Administration, with 10% trucks and the rest cars. There would be one garbage truck and one recycle truck a week. The formula let them calculate how much damage, or ESALs, a year would be caused by that traffic. The garbage truck would account for about 40% of the total damage in that neighborhood.

Miller presented a chart of the impact of residential haulers on asphalt pavement. The chart used a timeline for the lifespan of a road, ideally 40 years, with the goal for the first major rehab to be at 15 years. That would cost \$152,000 per mile at today's prices. In the example he gave earlier, the pavement would last longer than this. There was only one garbage truck serving that neighborhood. However, when there were two or three garbage and recycle trucks serving the neighborhood, the damage increased by year 15 to require more intensive repairs. Miller likened it to the damage that would be caused by driving a car through your yard as compared to driving a heavy truck. The roads all had dirt under them and would flex, but a heavy vehicle would put

more pressure. He said if his assumptions were off by 50%, it would cost \$152,000 at 15 years, but now it would cost \$209,000, about \$50,000 more. There were 135 miles of strictly residential roads in the City. If you assumed \$50,000 more in damage to fix these roads, the additional cost would be \$450,000 a year or \$37,500 a month. To break it down further, that would be \$3.44 a month per garbage customer, or \$10.32 a quarter.

Miller showed a cross-section of road that illustrated current paving standards, which he said did not come into effect until 1985. He said they had pulled up roads that had just an inch or two of asphalt over dirt, not an inch of rock at all. Miller said there were two ways they could change the current pavement design to handle all the trash trucks. One involved rebuilding the entire road, ripping all materials out, hauling them off, and building from the ground up with a thicker layer of graded aggregate base (GAB), binder, and asphalt. The second option, which they did somewhat already, required a little more asphalt and deeper FDR, and was the most economical because they did not have to haul off waste material or completely rebuild the road. That option cost \$375,000 a mile. Subtract the \$150,000 per mile it should have cost to repair, and the difference was \$225,000. Then, Miller related, you must multiply by the miles of road the City had. The General Fund budget for road maintenance was \$1.8 million. If the goal was to have all residential roads re-done within 25 years, they could dedicate 67% of that General Fund budget to FDR all roads for the next 25 years. This would break down to about \$27.87 per customer, per quarter, for the next 25 years.

Rorie noted that it could be looked at in the same way as management on a ball field, asking how much damage was caused to the field by 1,000 players a week or 3,000 players a week. No complex formulas needed – they could assume it was three times the damage. The amount of time, effort, and money spent on maintaining that grass was directly related to the number of players. He said you did not need all the math to understand that the more vehicles on a road, the faster the degradation of the road. He asked Miller how many golf carts it would take to reach the level of damage caused by a garbage truck, and Miller replied about 2 million. At the end of the day, damage was caused by use and overuse, and lack of maintenance accelerated it.

Ernst asked if speed made any difference, saying a car traveling at 30 miles per hour (mph) was spinning its tires more rapidly than a garbage truck doing eight to 10 mph. Miller responded that it depended on how long the load was there. Pavement bends, and the longer a heavy load sat, the more it bent. If the truck was going slower, it bent the pavement more and for a longer period of time, causing more damage. The pavement was under stress when it was loaded and the longer the load set, the more stress. Heavier loads at slower speeds stressed the pavement more.

Fleisch recalled that a company came out several years ago to conduct a laser analysis of the roads. She asked Miller to explain what was done and where the City's roads were, condition-wise, today. Infrastructure Management Services (IMS) used lasers on their trucks to measure where pavement was deformed, Miller stated. Last year, IMS said the City's roads averaged a 61 on a scale of 0 to 100, with 0 meaning the road was completely gone and 100 being just paved. After they finished the 14.5 miles of paving in 2018, the average jumped to 64. Fleisch noted that they had wanted an actual calculation, rather than visual observations, which were often inconsistent. Fleisch asked how many years a road rated at 64 would have left. Miller said a 64 was getting pretty close to requiring an FDR. It was passed the point when it should have been milled. It could get by with a full mill and extensive patching, but it was close to an FDR. Anything over 50 was close to FDR.

An FDR was about three times the cost, Rorie commented.

Fleisch asked Miller to use an adjective to assess the condition of the roads. He acknowledged they were in rough shape and described the situation as being in "recovery mode." He said it was like they bought a neglected house and right now were getting it back into shape. That would eventually happen and all that would be required from then on would be routine maintenance. It would be a few years down the road.

When single-service was first discussed years ago, Fleisch asked if there had been any solid statistics on road wear-and-tear such as Miller had provided so residents could assess the facts for themselves. Tyler said they did not. The only mention of roads was that residents did not like the number of trucks and the noise the trucks created on different days. They did not look at it in terms of physical damage to the streets. The Mayor said she had heard that it was bad for the streets, but did not recall any statistical analysis. The main objection, as she remembered it, was that it would be a monopoly.

At Council's retreat session in May 2018, Tyler noted, staff brought forward several options. One was to do nothing, which had no fees or franchises, and no calls to staff. Another option was to stick with the current system of non-exclusive franchises. Creating a new sanitation department was an option, as was relying on a combination of internal pickup with some external contracts for specific aspects. Increasing the franchise fee, as was discussed in 2017, was an option. At the Retreat, Council requested staff go forward with the option of looking at a single provider contract.

Rorie said there was a cost involved with garbage pickup, whether it was outsourced or done in-house. He recalled that Miller said if they kept the current system, they were looking at about \$450,000 a year in increased paving costs. That represented a .194 millage increase for all property owners, coming to \$26.38 for a home valued at \$340,000, the City's average. Another option was to reduce the number of garbage trucks on the roads. They could also keep the current system, but assess a franchise fee of \$10.32 a quarter to each household to make up the paving costs. That would equal \$41.28 per customer. Or as with all public policy decisions, you could simply do nothing. In a lot of cases in the past, that was what had been done.

The current General Fund budget for paving and resurfacing was \$1.8 million, Rorie stated. That included curbing, striping, and everything else involved in paving a road. They were trying to reduce the backlog of roads that needed resurfacing and were trying to keep up with needed maintenance. In order to do that, assuming zero SPLOST dollars five years from now, the General Fund budget must move from \$1.8 million to \$4.3 million, a one mill increase. On top of that, another \$450,000 would be needed. Those numbers began to add up, he commented. The costs were in today's dollars, not 10 or 20 years from now's. He said he understood all the variables, but believed they had a responsibility to look at things from a fiscal perspective and try to stretch every dollar. Rorie acknowledged that they could not make everyone happy.

The purpose of this discussion was to synthesize the RFP and get Council's input on any changes they wished to see. Tyler noted they outlined the goals for the RFP in the proposal packet. These goals were finalized during the Retreat and budget process last year. Goals included:

- Reducing resident rates
- Increasing recycling participation
- Protecting infrastructure
- Reducing the illegal dumping of yard debris in greenbelts
- Reducing outdoor burning of yard debris
- Enforcing collection hours, spill cleanup, etc.
- Addressing escalated complaints

- Reducing the cost of operating the mulch center and recycling stations. Last year at the mulch center, the City spent \$74,500 for grinding and about \$13,000 in labor. KPTCB Director Al Yougel addressed Council recently about how they were getting less for recyclables, while the bin pulls were increasing in cost. The franchise fee of \$40,000 needed a \$26,000 supplement from the City.

The RFP specified minimum services as a single provider for residential curbside service, with the contractor billing the customers. Residential service would be mandatory and include weekly garbage collection, co-mingled recycling, and yard waste. Extra carts would be available for an extra fee, and yard waste would not have to be bagged or bundled. There would be a clause requiring that back door service be provided at no extra charge if the customer had a note from a doctor saying the customer was physically unable to roll carts to the curb. The RFP also stipulated a monthly bulk waste collection service that residents could call to confirm. Tyler said City facility garbage and recycling service would be included at no charge. Optional services that they requested bids on, with the bills coming to the City, included bin pulls at the recycling center, removal of mulch at the mulch center, and clearing of storm debris.

Terms of the agreement would include a performance bond that would equal one year of anticipated revenue for 10,900 customers. This would be a one-year contract with four renewals. Future rate increases would have to be approved by the City and would be based on the Consumer Price Index for Urban Consumers (CPI-U) for 2021 or later. A temporary fuel surcharge would be allowed if prices spiked.

Fleisch inquired how the number of 10,900 customers was obtained, and Tyler said she pulled the tonnage reports the providers filed each quarter. That was the number of customers served in December 2018. The Mayor noted that residents who did not have garbage service would not be included, and Tyler said that was correct. Fleisch asked if people who did not currently have garbage service would be required to obtain it, and Tyler said they would.

Rorie said they could make service mandatory, but they did not have to. He told Council they needed to think through this RFP process and come up with a proposal that looked at all those options.

Fleisch referred to Fayetteville's pickup cost of \$31.35 a quarter, and Rorie said it was not that simple, though. He recalled that one of the most common method of providing garbage service was through a competitive bidding process with a private contractor. Fayetteville charged every residence \$10.45 a month, billed on their water and sewer bill. Fayetteville had its own water and sewer system, but Peachtree City did not. People who had complaints in Fayetteville could lodge them by calling City Hall. Garbage removal in Fayetteville was weekly, and recycling was every other week. Fayetteville had a complaint department and did the billing. If Peachtree City contracted for pickup, they would have to figure out how to bill 10,900 customers. They were able to add the sewer bill onto the Fayette County water bill at \$1.60 per month. Maybe they could bill garbage service that way, but if they did, with a \$1.60 per month surcharge from the County, the \$10.32 cost per quarter would need to be raised.

In Peachtree City, Waste Industries charged \$46 per quarter; Pollard charged \$49, and Republic charged \$52.50. The one with the most customers had the highest quarterly charge. Rorie said he had received many emails from residents saying they liked their service and did not want to change. There were provisions that could be included in the RFP to fix the costs. Those costs could not be fixed in regard to fuel. He recalled that a few years ago, fuel costs went down, so they immediately sequestered the funds budgeted for gas and diesel in the City budget so it could not

be spent on other things. The costs of some things could be fixed, but adjustments had to be made for variables.

Rorie asked Council how many emails they had received on this topic, adding some writers asked if he had lost his mind, while others were from residents who said they understood. One resident asked to make the RFP only about weekly trash pickup and bi-weekly recycling, leaving other options out of it so it would be easier to compare prices. Another asked that he identify a dedicated customer service agent for Peachtree City to handle complaints. Rorie said that would not happen. Another asked him to exclude homeowners' associations (HOAs). A correspondent said his neighbors wanted them to all change to one provider. He had used one company for many years and had resisted changing unless all the other residents of his cul-de-sac changed to the provider who would provide cheaper service. Their priority was to have only one carrier on the cul-de-sac. The writer asked that the RFP include a provision saying the container must be pulled out after 7 p.m. and taken in by 7 p.m. on pickup day. They also wanted a provision regarding collection times. Rorie noted that they were not opposed to one provider, but wanted things done right. He read another email supporting single-provider, saying he read a newspaper article, asking why they could raise the rates. Rorie said he replied that the draft RFP said a provider could raise rates only if approved by Council. A resident moving from Atlanta complained about inadequate recycling service. An email from January asked what would happen if they already negotiated with a vendor. Rorie summed it up by saying they wanted to conduct a competitive bid process that looked at what they could do to provide the same level of service and hold providers accountable for spills. A resident who lived on a small cul-de-sac said there were six trucks a week, and it was ridiculous. Rorie said these emails were available through an open records request. Another resident told Rorie that bi-weekly pickup of recyclables was inadequate. Rorie said there were a lot of goals related to this process.

Rorie noted again that 92% of the cities surveyed outsourced and privatized pickup or had their own services or some hybrid of the two. Staff had been dealing with this issue since May. Rorie noted that he kept hearing that he was trying to monopolize this. An analogy would be a home alarm system. All of them had a monitoring statement. If an incident occurred, that system would call 911. A private company installed and monitored the alarm system, but called the public 911 center, paid for through taxes. The consumer also paid a fee associated with the phone to fund 911. The 911 center was a monopoly. The Police or Fire Department responded. All were government-run monopolies.

The paving process discussed earlier in the meeting was competitively bid, Rorie noted. It was common, and they did it all the time. This discussion was about putting out an RFP so they could compare the costs of vendors having economies of scale and reducing the cost to customers and the amount of wear-and-tear, as well as looking at the goals of the RFP. At the end of the day, they knew there would be damage to the roads. They could do nothing and repave the roads on a 15-year cycle. He wanted Council to look at the RFP and see if they should change it or go forward with the way it was written. Staff needed direction.

Fleisch noted this was not a public hearing, but they would take public comment, with each speaker allotted two minutes.

Bob Morrison said he did not believe a monopoly was a good idea. He wondered if residents should be given the opportunity to vote on this. City Attorney Ted Meeker stated they were not allowed to conduct straw polls. Fleisch asked if it could be a referendum. That might not be a valid referendum, Meeker replied. Morrison said he felt it would be a good idea because it was an issue that impacted everyone.

KPTCB's Yougel told Council he lived in one of the 21 subdivisions responsible for their own street maintenance. He noted there were 21 micro-organizations in Peachtree City that had already approached this issue, and they all had one trash service because they did not want all that weight on the streets that they would have to pay to repair. He remarked that he could not understand the dissent since there were 21 neighborhoods that had already made a decision because it impacted their wallets.

Curtis Gardner said he was opposed to single-provider, although he understood the need to reduce traffic. There were a lot of commercial companies as well, asking if the City had looked into commercial collection. He was concerned about the neighborhoods that had already negotiated with a garbage company. He asked if they were getting lower rates, and what the rates were.

The new president of the North Hill HOA noted that everyone had benefited from being able to choose their own gas provider, and this was a similar circumstance. He also stated his was a small neighborhood on a private drive. The City did not pay for road repairs. He said they had negotiated a low rate with Waste Industries. Rorie asked what that rate was and was told \$39. Rorie noted that there should be an exclusionary clause for private roads. Taxpayers did not pay for their upkeep.

A Wickerhill resident said he had a home in Fernandina where they pushed recycling. He also owned a home in Massachusetts where they required one provider. He said he had kept the same rate with Republic here for 10 years. Rorie told him he did not care which provider, if any, they selected. He was looking at 35,000 residents and maintaining the infrastructure. There was a cost one way or the other.

As an aside, Rorie noted that Robin Cailloux had been promoted to the Director of Planning and Development, and Council congratulated her.

Paul Massey said he came down on the side of competition. He taught American history in high school and said Americans were independent people who did not like being told what to do. He liked the idea of having three vendors because it kept all the motives in the right place. He said he was not concerned about road maintenance. That would have to be funded in any case. Massey noted that Miller did not mention school buses. He said a school bus weighed 36,000 pounds. Rorie said a fire truck weighed 40,000 and 75,000 pounds. Massey said school buses caused a problem. Everyone just needed to pay their fair share. Prebor asked him how much he paid per quarter, and Massey said \$52.50. He said he had been with this company for 25 years and had only been late one time. When he called, they came out immediately and apologized. Massey said if even if they went to one company, the same number of visits would be made.

James Turner also backed free enterprise. He mentioned the increasing number of package delivery trucks on residential streets, asking many ESALs there were for delivery trucks. Miller said it took 32 delivery trucks to equal a garbage truck. Turner said he got deliveries several times a week. Miller calculated that even with 18 deliveries a week, the burden was about half of one garbage truck. Delivery trucks were just not significant. Turner said as you added other vehicles, the impact of the garbage trucks lessened.

Fleisch said she wanted to look again at the options to address the \$450,00 in paving costs. Fleisch mentioned that there were 21 private roads and when they needed to be repaved, the residents paid for it. She noted that it was good North Hill was a short road because there were so few homes to cover the costs.

Prebor commented that, like the HOAs that wanted to minimize costs on the streets they paid for, the City's goal was to minimize costs for the streets everyone paid for. He asked if they could agree to exclude the private roads. Rorie said those would still have to go through the franchise process with the City, but could be excluded. Tyler asked if these neighborhoods could join the City's program if the City got a better deal than they had, and Prebor said he believed they could.

The goal was to finalize the RFP and bid this out, the Mayor stated. When they got the bid results back, they could be tweaked.

Prebor said there were a lot of things he would like to talk about in the RFP. They had a baseline of what other cities were paying, but when they threw in all the other things, such as pickup at City Hall and the recycling yard, it was difficult to get a comparison. He said he would like to see those extras removed. He wanted to get rid of the yard debris requirement. He had a yard service that did that, asking why should he pay for someone to pick up Jon's leaves. The Mayor added that a resident told her she watched her neighbor's yard service dump debris in the greenbelt, and they needed to follow up on that. The City paid KPTCB \$40,000 a year to remove debris dumped in the greenbelts, Rorie remarked.

Prebor again said he believed it would be easier to compare costs if all the extras were removed.

Ernst stated that he saw many things that were negotiable in the RFP, but he was not elected to tell the citizens of Peachtree City what color to paint their house and now he would say he was not elected to tell them who could pick up their trash.

King added that he also liked the freedom to choose and noted it would take time for these providers to ramp up their service if they were selected. He said he would like to see the RFP broken down by a cost for each service provided. They were not going to decide at this meeting if they were going to one provider. They needed to be careful what they wrote in the RFP so they could decide when the bids came back. Maybe they would want to do part of it, or maybe not. Nobody in the City said the private streets and HOAs had to participate. They already had chosen their provider, and it worked for them. King said they needed to have the flexibility to choose what services they wanted. He saw no reason not to let someone opt out and pay a surcharge to the City. That option should be included.

Prebor said he agreed.

Fleisch clarified that, if they carried on with the three providers, the cost for road repair would be \$450,000 a year, which broke down to \$10.32 per quarter for each home. They could bypass the RFP process and just assess this \$10.32 a quarter. Everybody could keep their same provider, and it would still be competitive. They would just add \$10.32 onto everyone's bill. It would take a Council vote, and there would be no accusations of collusion, kickbacks, or a monopoly.

Rorie remarked that he was angered because of the implications that someone was getting their pockets lined or had a vested interest in a certain company. He said he was at the point of filing a lawsuit to anyone who accused him of it. He would not be someone's whipping boy. Council agreed they were tired of those comments as well.

Fleisch proposed that at their next meeting, they vote on adding \$10.32 a quarter to trash pickup bills and leave the situation as is.

Prebor, however, was in favor of going on with the RFP, saying he wanted to see what economies of scale would do for them.

It had been an honor to serve with these dedicated servants on Council this past year, Madden remarked. They had always agreed that they would not repeat the mistakes of past councils. They had tried to look down the road and do the right thing by budgeting for maintenance of roads and other infrastructure as well as for the new things they had built. At the least, they owed it to the people to find out if they could get a better service for a lesser price. This vote was to decide if they should find out, and they owed it to the people to see if they could save money and enable the roads to last longer. It was a fiduciary responsibility and just the right thing to do. He said Prebor had the right idea about breaking it down. He recalled an incident when a garbage truck in this neighborhood leaked hydraulic fluid on a newly-paved street. They did not know which company's truck did it because there were several companies.

King agreed that following through with the RFP was the right idea.

Rorie said he would have the RFP revised to ask what weekly garbage service and bi-weekly recycling would cost. Then, he would ask the bidders to state the cost for various service options. He said the growing mulch pile required a solution. He knew the cost of what it would be for City employees and vehicles to transfer the mulch pile to the County transfer station in Fayetteville. So for that aspect, at least, he would be able to compare costs. The RFP would ask for the cost of pickup for one 96-gallon trash container and bi-weekly recycling pickup. Tyler said right now recycling was required weekly, unless they provided a 50-gallon tub; then they could go bi-weekly. Rorie said those terms could be kept. It would be a private choice.

Council agreed with this.

Tyler asked for two more points of clarification, asking if the City facility pickup should be left as an option. Rorie said to take it out. He said it cost \$20,000 a year and was not worth cluttering the RFP. Tyler also asked about the mandatory service requirement. Rorie said to remove it. If a neighborhood chose another provider, they would have to go through the franchise process. If an individual wanted to haul their garbage to the transfer station, they could.

Madden asked how many homes were in the City. Cailloux said there were about 11,400 single-family homes. Madden noted that meant about 500 homes had no garbage service, and he wondered if they dumped their garbage in the KPTCB bins. Tyler pointed out some could be vacant units, neighbors who shared service, or people who went to the transfer station.

The length of the contract concerned Prebor. Rorie said it was one year repeated five times, depending on their service. They had to provide performance bonds on the front end. Meeker said Georgia law did not allow them to go beyond a year. Prebor asked about price increases and asked how the fuel surcharge was written.

Rorie said the provider could come to Council for permission to impose a fuel surcharge on a temporary basis. Prebor said they needed the provider to tell them what portion of their rate was tied to fuel cost. Madden noted they would still have to come before Council.

Fleisch asked Tyler to go over the RFP process. Tyler said once the changes were made, they would put it out. It had to be out for 30 days, and there would be a mandatory pre-proposal meeting, not limited to the three current providers. The proposals would be opened at the set time, and they would be brought before Council for a decision on moving forward with any of them.

If the bids were all higher than Republic's current \$52.50 rate, Fleisch commented, they could turn down all of them. Tyler confirmed they had the right to reject any and all proposals. Rorie added that if you wanted to make a data-driven decision, you needed to get the data.

Madden moved to approve New Agenda item 03-19-04, finalization and release of Solid Waste RFP with the amendments discussed. King seconded. Motion carried 4-1, with Ernst dissenting.

King moved to convene in executive session for sale, acquisition of real estate and pending or threatened litigation at 8:36 p.m. Madden seconded. Motion carried unanimously.

Martha Barksdale, Recording Secretary

Vanessa Fleisch, Mayor

**City Council of Peachtree City
Meeting Minutes
Thursday, March 21, 2019
6:30 p.m.**

The City Council of Peachtree City met in regular session on Thursday, March 21, 2019. Mayor Vanessa Fleisch called the meeting to order at 6:30 p.m. Others attending: Terry Ernst, Mike King, Kevin Madden, and Phil Prebor.

Announcements, Awards, Special Recognition

Fleisch read a letter from State Sen. Marty Harbin congratulating Peachtree City on its 60th anniversary. The Mayor thanked everyone who worked on the 60th anniversary celebration. She also issued a proclamation declaring March as Safe Digging Month.

Police Chief Janet Moon presented Lifesaving Awards to Officers Anna Lieff and Brandon Akins, who successfully intervened in a suicide attempt.

Public Comment

Civil Air Patrol Lt. Col. Joel Seidband and Capt. Hannah Neal gave a brief presentation on the Civil Air Patrol and its work in the community. The group had outgrown its current meeting place and was looking for another site that could accommodate its needs.

Minutes

King moved to approve the March 5, 2019, retreat workshop minutes as written. Ernst seconded. Motion carried unanimously.

Consent Agenda

- 1. Consider Agreement for Clinical Training Hours**
- 2. Consider Intergovernmental Agreement with Fayette County – Municipal Election 2019**
- 3. Consider Qualifying Location Permit – Shakerag Knoll, BMX BBQ Event, May 31-June 1**
- 4. Consider FY 2019 Budget Amendment – Public Works Street Supplies, Public Works Building Repairs & Maintenance, Recreation Building Repairs & Maintenance**
- 5. Consider FY 2018 Housekeeping Budget Amendment – D.A.R.E. Fund**

Ernst moved to approve Consent Agenda items 1,2,3,4, and 5. Prebor seconded. Motion carried unanimously.

New Agenda Items

03-19-01 Public Hearing – Consider Rezoning, GI to LUI, 301 Kelly Drive

Planning and Development Director Robin Cailloux explained that this property was at the intersection of Kelly Drive and Dividend Drive. There were four buildings, and the property was zoned General Industrial (GI). She showed the locations of three one-story buildings along the edge of the property, and a smaller one-story building in the front. The property was mostly developed in 1987 under the GI ordinance. At that time, the GI ordinance was pyramidal, which was typical for the time. That meant that with a more intense zoning use, the less intense uses also were permitted. In this case, all the uses permitted in Light Industrial (LI) were allowed. In addition, the ordinance had some language that said any retail uses that were supportive of the industrial uses would be conditionally permitted. In 2008, the City eliminated the pyramidal structure from its zoning ordinance. The GI zoning was geared towards heavy industrial and manufacturing uses. This property was grandfathered in under the GI zoning as a legally non-conforming use.

The applicant requested rezoning this property to Limited Use Industrial (LUI) to allow the development to have the rights it had when originally developed. They were not proposing to

make any structural changes to the property. Staff had reviewed the request using the six criteria that were required and determined the request met those criteria.

Fleisch opened the public hearing. Applicant Rick Lindsey, representing property owners Richard Bearden and Robert Vanecek, noted that this site was where Mimi's restaurant (Mimi's Good Food) was located, along with Dance Contempra and some other businesses. They were not requesting any change to the usage of the property, but were asking that the zoning reflect what had been happening on the ground for the past 30 years. He remarked that if this property were to be developed today, it would house a large manufacturing building with a lot of employees, but it was developed with smaller, retail buildings, some with industrial-type uses such as a carpet/flooring business and a printer. Lindsey said they could come before Council for a special use permit every time a new tenant wanted to open, but that would be inefficient. They were asking for the uses permitted in LI and GI, plus the small restaurant and limited retail.

No one else wished to speak in favor or in opposition to this request. Fleisch closed the public hearing.

King said he saw this as a way to clean up the zoning. Prebor and Ernst concurred.

King moved to approve the rezoning from GI to LUI for 301 Kelly Drive. Madden seconded. Motion carried unanimously.

03-19-02 Consider Request from GVI-Peachtree City, LLC and Crescent Communities to Lift Multi-Family Moratorium; Calistoa, Lake McIntosh

Cailloux said she and her staff had incorrectly believed a public hearing would be required for this item. However, since it was not a zoning action, City Attorney Ted Meeker had informed her that it did not require a public hearing because Council would not be making the actual land use decision at this meeting. To have comments and a presentation at this time would be disingenuous. This action was only to lift the moratorium on multi-family zoning. Staff was not permitted to make any recommendations; they could only present the request to Council and give them the land use information.

The property was on the south side of the City, Cailloux related, showing it on a map. It was currently undeveloped, and the only access was through a private street and a private access easement across Clubhouse Drive. The NAECO Way extension could provide some future right-of-way. The property was zoned GI and surrounded by open space in the Planterra Ridge Golf Course and other GI properties.

City Manager Jon Rorie asked to make some comments. This week, he saw a posting on a social media site that said Council would be voting to allow apartments in Peachtree City. It was not his practice to respond to social media comments, but, in this case, he felt that someone was misinforming the public about what was happening, so he broke his rule and responded. He said he wanted his comments read into the minutes. Social media was not a public forum where zoning hearings were held.

Rorie's reply: *"For the sake of clarity, there is not, nor has there ever been a moratorium on Multi-Family to include townhomes, apartments, condos, etc. In fact, multi-family dwellings are permitted uses in all GR zoning throughout the city. However, Section 1401-1404 establishes a moratorium on "re-zonings," so in order to request "rezoning" such as GI to GR, LUR, LUC, etc., the applicant must first ask for the moratorium to be lifted. Article XIV-Multi-Family-Rezoning Moratorium has been in effect since 1999, and the Council is required procedurally to review and renew on an annual basis.*

In regards to lifting the moratorium for Calistoa, the applicant must first appeal and request that the moratorium be lifted so they can submit a rezoning application. Lifting the moratorium is site specific (it doesn't apply citywide), and as an administrative act that the Council is compelled to do, no way implies that the property will ultimately be rezoned. In fact, the process was not even a public hearing. Therefore, I could have put the request as a Consent item on the agenda, and the item could have been voted on and approved. But for the purpose of ensuring that we are transparent, this is a procedural due process afforded to the applicant. That was why Council was compelled to act on it."

Rorie said they could not deprive the applicant of due process and asked Meeker to help him clarify. Meeker noted that he could not remember the last time a request to lift the multi-family moratorium was denied. He pointed to an area on the map, south of this property, where last year Council lifted the moratorium to allow a developer to request a rezoning, which was subsequently denied. After the moratorium was lifted, the applicant could file for a rezoning, and it would proceed as any other rezoning would. City Clerk Betsy Tyler said she, too, could not recall that Council had ever refused to lift the moratorium when asked.

Prebor said he was satisfied with the explanation, and this was part of the process.

Ernst moved to approve lifting the multi-family moratorium, item 03-19-02, for Calistoa, Lake McIntosh. King seconded. Motion carried unanimously.

03-19-03 Consider Resolution – Regional Planning Grant Application

Cailloux said she was requesting a resolution of support that was required for a grant application, and wanted to brief Council about changes in the grant program. The grant was formerly known as the Livable Centers Initiative (LCI) and Peachtree City was one of the first recipients in 1996. Last year, the LCI program was revamped and refocused on transit station areas, planned transit areas, and town centers. One advantage Peachtree City had was that they were a previous LCI study area. This year, the Atlanta Regional Commission (ARC) was doing a joint call for grants, and joining the LCI was a Community Development Assistance Program (CDAP) grant. There were four categories that could be requested. Last year, grants ranging from \$20,000 to \$100,000, and most were concentrated in a couple of counties. Cailloux pointed out that all the ARC's counties contributed to the funding. They could look at this application as asking for some of their money back.

Cailloux clarified for the Mayor that it cost nothing to apply. They were asking for \$160,000 total. If it was fully awarded, the most it would cost the City in 20% matching funds would be \$32,000. If it was not fully funded, the cost would be less than that. In order to get any money, the City must have that money included in the budget, and they did.

They needed to show that the project met not only community goals, but regional goals. Those ARC goals were broad and included world-class infrastructure, a competitive economy, and healthy, livable communities. The CDAP program had eight other goals, and Cailloux commented on the ones most relevant to the City's application. She mentioned that access to grocery stores was not a problem in Peachtree City as it was in some areas. "Creative placemaking" was a loose term that referred to under-utilized land and redevelopment efforts. Cailloux said she would go into this in more detail later. Green infrastructure was another goal. Stormwater management was a growing issue. The infrastructure put in place 40 years ago could not handle the quantities of water it was getting. Historic preservation was not applicable to Peachtree City. Housing affordability was an issue, however. Housing touched every aspect of our lives, Cailloux remarked. The community had already discussed the need to address this. Another goal, lifelong

communities, was the trademark of Peachtree City, with its extensive path network enabling many young people and seniors to be mobile. The City would certainly win points for this. The next goal was on the list was smart communities, and Cailloux said that would require an agreement with Georgia Tech. Workforce development was the final goal. The Comprehensive Plan put a priority on maintaining small businesses as well as meeting education and training needs.

A chart showed that many of the regional goals had been identified at a local level. Cailloux used information from the ONE Peachtree City community outreach effort in 2013 as well as citizen input from the 2017 Comprehensive Plan process. "Wordles," which put the most commonly-commented words into graphic form, showed that the desire for more activities, maintenance, communication, and future plans for a centralized center were important to respondents in 2013. In 2017, citizens put the desire for a central city center and gathering place at the top of their wish lists. They listed limited housing-type options as a concern, as well as the need to redevelop retail space.

Fleisch noted that a citizen advisory group spent at least a year working on the Comprehensive Plan, and Cailloux said there were also public open houses to get citizen input.

Cailloux presented a map that showed the study area covered by the grant application, an oval along SR 54 in Aberdeen Village. They included the SR 74/54 intersection because the Georgia Department of Transportation (GDOT) was entering the engineering phase of the displaced left turn project. They knew there was a project going on there that would have some type of impact. The area included some under-utilized property around the churches and City Hall. She said it was slightly larger than the redevelopment vision presented to Council in October. That would help address some of the larger potential impact that redevelopment could have on an area.

About a third of the \$160,000 grant amount would go towards facilitating a public participation plan. They needed public input, and the public needed to see that their concerns were being addressed. Another third would be used for the actual "City Centre" plan itself, including land use, parking, and multi-modal. The City had already conducted a transportation corridor study for SR 54 East. It was in draft format now. The final third was broken into a market study, green infrastructure design and maintenance guidelines, and architectural guidelines.

Cailloux concluded by noting that the actual resolution brought together those concerns and showed how they were reflected in the regional concerns. They included redevelopment of aging retail, lack of central gathering space, stormwater, lack of housing options, and the need for regional solutions for the traffic impacts on Peachtree City. It also included the commitment the City had already made to this plan, such as the redevelopment vision that was revealed in October, the SR 54 corridor traffic study, the budgeted funds, and the money budgeted for the ordinance revisions they had recently discussed.

The Mayor asked how many applications for these grants were typically submitted, and Cailloux said there were well over 100, with fewer than a dozen being awarded. There were probably just three winners who got \$70,000 or \$80,000.

Prebor inquired what the market study involved. They could plan to put in a lot of retail, Cailloux told him, but if the economy and the market would not support it, it did them no good. The market study took a look at the demographics in the area, the traffic, and the people who drove through the area to determine what kind of retail, housing, office and so on they could support. It was a real-world look at the market. When she started doing this, back in the 2000s, Cailloux remarked, people would plan for the moon, but if they could not actually implement it, it did not help the community. That was why she felt the market study was a really important element.

Rorie linked this back to discussion at the March 5 retreat workshop about retail vacancy rates. They needed the facts they could get through a market-based study to see how much retail space they had and how it was being utilized.

Ernst moved to approve item 03-19-03, resolution for the regional planning grant application. Madden seconded. Motion carried unanimously.

03-19-04 Consider Resolution – TDK Boulevard

Rorie referred to the retreat workshop minutes from March 5, 2019, citing the discussion on redevelopment, traffic, and planning. TDK Boulevard was one of the topics discussion. TDK Boulevard and its extension had been a discussion point for many years, but he knew specifically that it had been a hot issue for him for the past three or four years as it related to the SR 74/54 intersection. He mentioned 2014's 54 West corridor study and the evaluation of the 54 East corridor. He said they had discussed the connection between access and mobility; if one was increased, then the other would decrease. The 54 East corridor study was related to intersection improvements, such as R-cuts and J-cuts. That all went back to one simple fact: there were 36,000 vehicles per day passing through the SR 74/54 intersection. It was the belief of many that the TDK Boulevard Extension would move the problem to another area.

At the Retreat session, Council requested that staff prepare a resolution objecting to the TDK Boulevard Extension project in the Countywide Transportation Plan. He said it could be broken down into two items. There was a belief that Coweta County had a vested interest and a shared responsibility in providing for the adequate access of Coweta County residents commuting to Atlanta and Fayetteville. The Mayor and Council of Peachtree City officially opposed the extension of TDK Boulevard into Coweta County and did hereby request that the Fayette County Board of Commissioners remove the TDK Boulevard Extension from the identified projects in the Fayette County Comprehensive Transportation Plan. Rorie said he had had a follow-up conversation with members of the Transportation Committee and with County Administrator Steve Rapson.

The resolution went on to say: *"Be it further resolved that our goal is for Peachtree City and Fayette County, as part of the Atlanta Regional Commission, and Coweta County, as part of the Three Rivers Planning Commission, to meet jointly for the purposes of identifying and agreeing upon additional and alternate east-west connections between the two counties."*

At the end of the day, Rorie summarized, Peachtree City was a border town, and, although Fayette County and Coweta County were part of two different regional commissions, they were part of the same non-profit organization. Bringing these two parties together to look at transportation projects was an important aspect moving forward. Peachtree City could not do it alone.

King moved to approve New Agenda item 03-19-04, resolution against the TDK Boulevard extension. Ernst seconded. Motion carried unanimously.

Council/Staff Topics

Rorie noted that Staff had met with GDOT and the design engineer for the continuous flow intersection/displaced left turn at the SR 74/54 intersection. They were asked for input on the design component regarding anything they would like to emphasize or pull back from going forward. The timeline showed rollout of construction around November 2021.

King moved to convene in executive session for sale, acquisition, and disposal of real estate at 7:25 p.m. Prebor seconded. Motion carried unanimously.

King moved to reconvene in regular session at 8:10 p.m. Ernst seconded. Motion carried unanimously.

There being no further business to discuss, King moved to adjourn the meeting. Ernst seconded. Motion carried unanimously. The meeting adjourned at 8:11 p.m.

Martha Barksdale, Recording Secretary

Vanessa Fleisch, Mayor

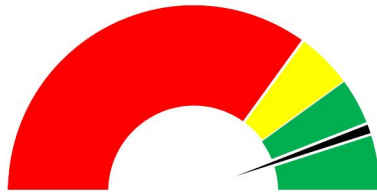
Peachtree City Code Enforcement 1st Quarter Report 2019

Case Type

	NOV					SWO					Citation					Unfounded					Totals				
	Q1	Q2	Q3	Q4	YTD	Q1	Q2	Q3	Q4	YTD	Q1	Q2	Q3	Q4	YTD	Q1	Q2	Q3	Q4	YTD	Q1	Q2	Q3	Q4	YTD
Building and Property Maintenance	53	0	0	0	53	3	0	0	0	3	0	0	0	0	0	3	0	0	0	3	59	0	0	0	59
Health and Sanitation	186	0	0	0	186	1	0	0	0	1	7	0	0	0	7	6	0	0	0	6	200	0	0	0	200
Land Development	34	0	0	0	34	3	0	0	0	3	2	0	0	0	2	0	0	0	0	0	39	0	0	0	39
Miscellaneous	9	0	0	0	9	0	0	0	0	0	6	0	0	0	6	0	0	0	0	0	15	0	0	0	15
Parking	81	0	0	0	81	0	0	0	0	0	1	0	0	0	1	3	0	0	0	3	85	0	0	0	85
Parks & Recreation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Signs	46	0	0	0	46	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	47	0	0	0	47
Taxes	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Zoning	43	0	0	0	43	0	0	0	0	0	0	0	0	0	0	4	0	0	0	4	47	0	0	0	47
Totals	452	0	0	0	452	8	0	0	0	8	16	0	0	0	16	16	0	0	0	16	492	0	0	0	492

Confiscated Signs

167 0 0 0 167



Proactive Enforcement for 1st Quarter 2019 is 88.1 Percent.

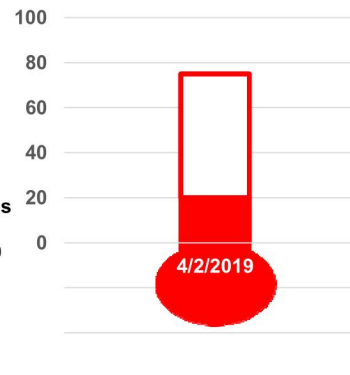
Goal is 80 Percent

Year To Date Proactive Enforcement is 88.1 Percent.

2019 Goal

75 Structural
Rehabilitations

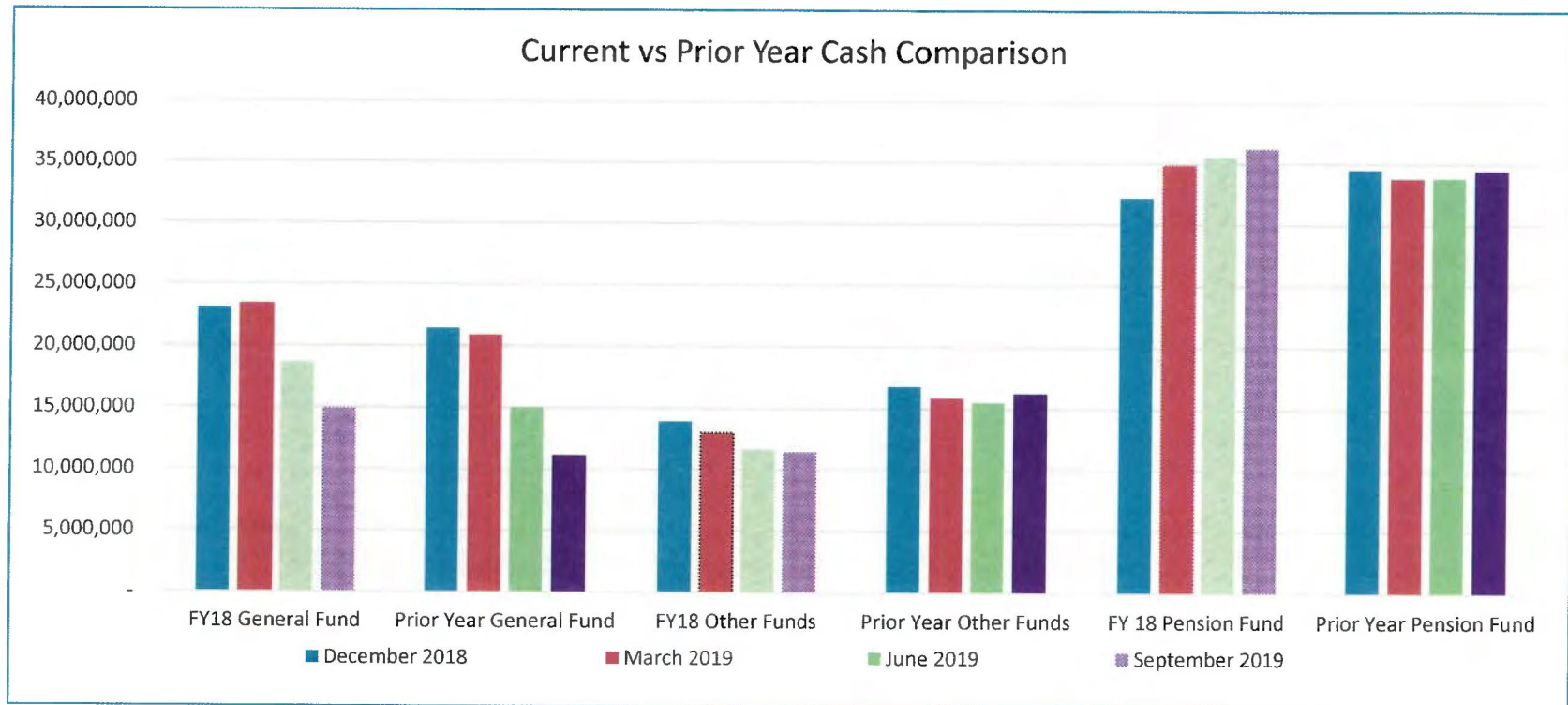
YTD Total: 20



2019 Total Enforcement Actions -- Goal is 2355



CITY OF PEACHTREE CITY CASH BALANCES



Note: pattern filled columns are projections based on historical data

Other Funds include Special Revenue Funds, Capital Projects Funds, Debt Service, SPLOST, and Enterprise Funds (Stormwater & Amphitheater), and Agency Funds (Municipal Court & FSA)

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CITY OF PEACHTREE CITY
QUARTERLY REPORT
GENERAL FUND AND HOTEL/MOTEL TAX FUND
BUDGET COMPARISON (UNAUDITED)
FOR THE SECOND QUARTER
ENDED MARCH 31, 2019

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

GENERAL FUND REVENUES BY MAJOR CATEGORIES				
Description	2019 Budget	YTD Actual	Dollar Difference	Percentage To-Date
General Property Taxes	\$ 15,894,005	\$ 14,875,314	\$ (1,018,691)	93.59%
Franchise Taxes	2,679,000	2,395,463	(283,537)	89.42%
Local Option Sales Tax	7,561,572	3,929,359	(3,632,213)	51.96%
Other Sales & Use Taxes	924,439	441,682	(482,757)	47.78%
Business Taxes	2,848,864	2,990,998	142,134	104.99%
Licenses & Permits	1,623,013	1,042,914	(580,099)	64.26%
Intergovernmental/Grants	712,910	521,040	(191,870)	73.09%
Charges for Services	1,468,480	583,129	(885,351)	39.71%
EMS Billings	994,500	547,500	(447,000)	55.05%
Fines & Forfeitures	1,402,519	442,365	(960,154)	31.54%
Investment Income	175,493	185,030	9,537	105.43%
Other Revenue	230,651	123,496	(107,155)	53.54%
Other Financing Sources	636,384	263,090	(373,294)	41.34%
Total General Fund Revenues	\$ 37,151,830	\$ 28,341,380	\$ (8,810,450)	76.29%
Surplus Carryover	657,209			
Total General Fund	\$ 37,809,039			

GENERAL FUND EXPENDITURES BY DIVISION AND/OR TYPE				
Division and/or Type	2019 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Executive Services	\$ 835,396	\$ 407,812	\$ 427,584	48.82%
Administrative Services	2,013,222	942,633	1,070,589	46.82%
Financial Services	2,322,568	1,061,691	1,260,877	45.71%
Police Services	7,245,679	3,543,549	3,702,130	48.91%
Fire/EMS Services	7,859,703	3,705,521	4,154,182	47.15%
Public Works/Building Maint./Engineering	7,197,181	2,283,297	4,913,884	31.72%
Planning & Development/Code Enforcement	1,532,216	604,482	927,734	39.45%
Recreation & Special Events/Ground Maint.	5,095,730	2,064,094	3,031,636	40.51%
Non-Divisional:				
Unemployment Insurance	20,000	-	20,000	0.00%
Non-Profit Organizations	25,000	25,000	-	100.00%
Transfer to Airport Authority	81,600	40,800	40,800	50.00%
Transfer to Keep PTC Beautiful	26,430	-	26,430	0.00%
Transfers to Other Funds	3,575,229	1,472,929	2,102,300	41.20%
Liability Insurance	107,338	65,618	41,720	61.13%
Litigation Services	243,548	103,237	140,311	42.39%
Contingency - Facilities Maintenance	75,000	-	75,000	0.00%
General Administration/Miscellaneous	297,362	11,486	285,876	3.86%
	4,451,507	1,719,070	2,732,437	
Budgeted Savings	(744,163)	-	(744,163)	0.00%
Total General Fund	\$ 37,809,039	\$ 16,332,149	\$ 18,445,254	43.20%

HOTEL/MOTEL FUND REVENUES				
Description	2019 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Total Hotel/Motel Taxes	\$ 1,563,690	\$ 758,548	\$ (805,142)	48.51%
Total Hotel/Motel Taxes TPD	\$ 233,192	\$ 116,817	\$ (116,375)	50.09%

HOTEL/MOTEL TRANSFERS OUT				
Type	2019 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Transfer to General Fund	\$ 586,384	\$ 249,940	\$ 336,444	42.62%
Transfer to Tourism Association	684,114	331,791	352,323	48.50%
Transfer to Amphitheater Fund	60,000	60,000	-	100.00%
Transfer to Hotel/Motel - TPD Fund	233,192	116,817	116,375	50.09%
Total Hotel/Motel Transfers Out	\$ 1,563,690	\$ 758,548	\$ 688,767	48.51%

**CITY OF PEACHTREE CITY
FINANCIAL SERVICES
QUARTERLY REPORT
(UNAUDITED)
AS OF DECEMBER 31, 2018**

SUMMARY OF PURCHASE ORDERS ISSUED OVER \$10,000 APPROVED BY CITY MANAGER JANUARY - MARCH 2019			
Description	Vendor	Award	Date
2019 Update to FloodPlain Data	Arcadis U.S. Inc.	\$ 24,255.00	2/11/2019
74 South Path Survey - SPLOST #11	W.D. Gray & Associates	10,500.00	2/18/2019
Do Not Block the Box Striping	Highway Services, Inc.	11,928.36	3/21/2019
Cintel Fixed 2 Camera LPR System	Cintel LLC	15,976.78	3/21/2019
Firewall - Two Hardware & Software Plus Install	CPAK Technology	38,250.00	2/25/2019
Gateway Signs	A Sign Group, Inc.	35,860.00	2/28/2019
Genesis Combo Hydraulic Tools	Harold James Eastman Jr.	25,170.00	2/11/2019
New Concrete Driveway	A Boss Construction	37,400.00	2/25/2019
Public Works Camera/Access Install	CPAK Technology	12,000.00	1/4/2019
Recreation Camera/Access Install	CPAK Technology	12,000.00	1/24/2019
Tennis Center - Locker Room, Visitor Ctr Roofs	D T Chastain	33,540.00	3/8/2019
PURCHASING REPORT FOR QUARTER ENDED MAR. 31, 2019 AND MAR.31, 2018			
Activity	Fiscal Year 2019	Fiscal Year 2018	
Purchase Orders / Requisitions Processed	795	765	
Sealed Bids Requested	2	1	
Requests for Proposals	1	1	
Bids Awarded	1	0	
Requests for Proposals Awarded	0	4	
Contracts Prepared	2	0	
Electronic Auction	0	6	
Fixed Assets Purchases	9	14	
2019 Bobcat E85 Excavator			
2019 F350 Dumping Stake Bed			
6 Ft. Tall Montage Majestic Steel Fence MacDuff Tunnel			
8.5 x 20' Enclosed Trailer			
2 Scoreboards for PAC			
HVAC System Amphitheater Concessions			
Oxygen Generator			
Pool & Splash Pad Renovation			

CITY OF PEACHTREE CITY
DONATIONS RECEIVED
QUARTERLY REPORT
AS OF MARCH 31, 2019

Tree Fund Donation	Certainfeed	14,250.00
Tree Fund Donation	Tiernan & Patrylo	21,000.00
MacDuff Pathway	Brent Holdings	3,500.00
Welcome Sign on 54 East	Bradshaw Family	10,000.00
Welcome Sign on 54 East	Brent Holdings	5,000.00
TOTAL FOR SECOND QUARTER ENDED 03/31/2019		<u>\$ 53,750.00</u>

**CITY OF PEACHTREE CITY
LITIGATION SERVICES
FISCAL YEAR 2019 - QUARTERLY REPORT
PAID AS OF March 2019**

Litigation Services (100-1505-579130)

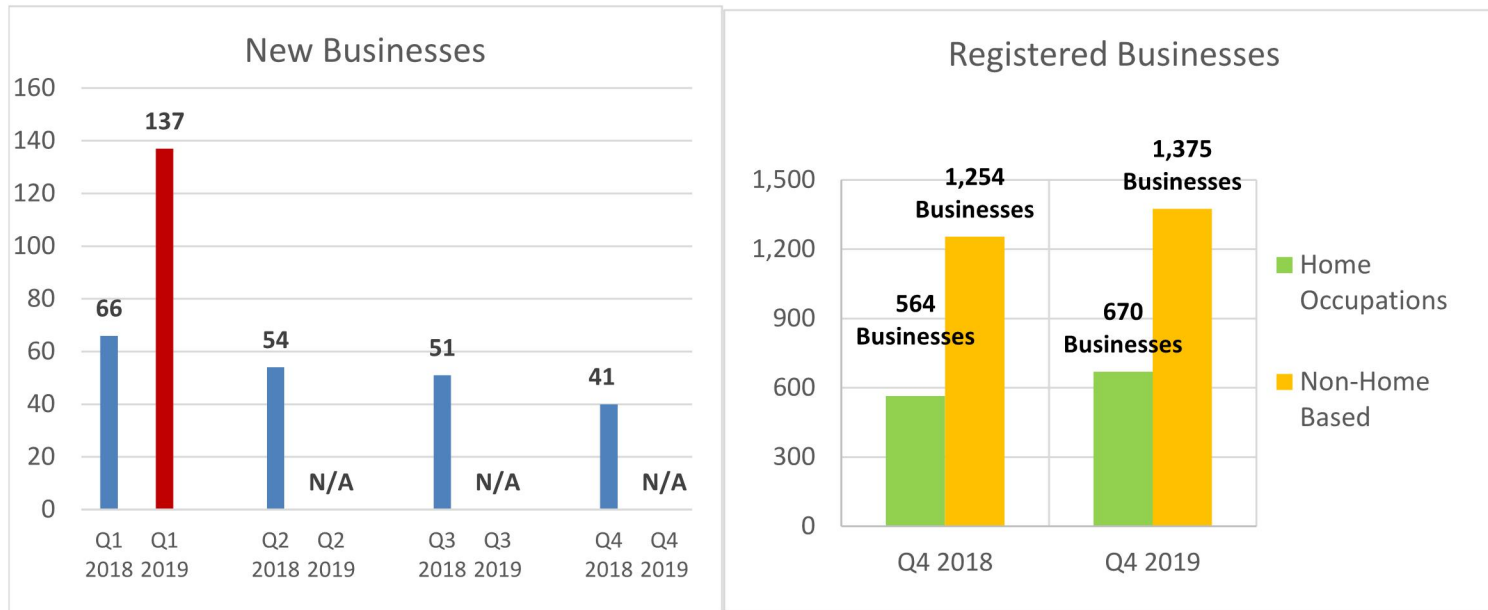
Vendor	Month Paid	Project	Amount
GIRMA	November	Accident	\$ 5,000.00
GIRMA	November	Accident	2,094.68
GIRMA	December	Accident	7,778.00
GIRMA	December	Accident	1,576.00
GIRMA	January	EEOC	302.00
GIRMA	January	EEOC	416.50
GIRMA	January	Legal Services	12,856.32
GIRMA	January	Property Damage	564.41
GIRMA	January	Accident	4,006.25
GIRMA	January	Accident	5,711.50
GIRMA	February	Accident	5,000.00
GIRMA	February	Accident	2,918.08
GIRMA	February	Accident	1,605.08
			\$ 49,828.82
SUMNER/MEEKER	October	Eatherton	\$ 864.35
SUMNER/MEEKER	October	EEOC	304.00
SUMNER/MEEKER	October	Fayette County	832.00
SUMNER/MEEKER	October	Huggins	2,464.00
SUMNER/MEEKER	October	Johnson	400.00
SUMNER/MEEKER	October	EEOC	1,071.96
SUMNER/MEEKER	October	PTC Holdings	858.16
SUMNER/MEEKER	October	Suburban Land	480.00
SUMNER/MEEKER	November	Eatherton	1,376.00
SUMNER/MEEKER	November	EEOC	80.00
SUMNER/MEEKER	November	High Sierra	256.00
SUMNER/MEEKER	November	Huggins	2,432.35
SUMNER/MEEKER	November	Johnson	416.00
SUMNER/MEEKER	November	EEOC	1,999.96
SUMNER/MEEKER	December	Eatherton	508.69
SUMNER/MEEKER	December	EEOC	64.00
SUMNER/MEEKER	December	High Sierra	192.00
SUMNER/MEEKER	December	Huggins	496.00
SUMNER/MEEKER	December	Johnson	64.00
SUMNER/MEEKER	December	EEOC	1,564.69
SUMNER/MEEKER	December	Suburban Land	256.00
SUMNER/MEEKER	January	Eatherton	735.96
SUMNER/MEEKER	January	High Sierra	474.16
SUMNER/MEEKER	January	Johnson	48.00
SUMNER/MEEKER	January	EEOC	1,887.96
SUMNER/MEEKER	January	Reed	96.00
SUMNER/MEEKER	February	Eatherton	1,043.08
SUMNER/MEEKER	February	EEOC	1,091.04
SUMNER/MEEKER	February	PTC Holdings	2,617.08

Litigation Services (100-1505-579130)

Vendor	Month Paid	Project	Amount
SUMNER/MEEKER	February	Suburban Land	928.00
SUMNER/MEEKER	March	Dufresne	2,304.00
SUMNER/MEEKER	March	Eatherton	723.08
SUMNER/MEEKER	March	PTC Holdings	1,056.00
SUMNER/MEEKER	March	Suburban Land	1,424.00
			\$ 31,408.52
LAW OFFICE OF ERIC MAXWELL	October	Johnson	\$ 22,000.00
			\$ 22,000.00

Total Litigation Services to Date	\$ 103,237.34
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January - March 2019 Expense	\$ 47,808.50
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Top Employers: Cooper Lighting, Panasonic, Randstad, Hoshizaki, Alenco, Wal-Mart, Rinnai, NCR, Southland Nursing Home, Sigvaris, Wencor

38 New Businesses Added with the Highway 54 E Property Annexation effective 1/01/19

FY2019 QUARTERLY REPORT

LIBRARY
Page 2 of 88

ACTIVITY DESCRIPTION	UNIT	October	November	December	January	February	March	April	May	June	July	August	September	FY2019 YEAR-TO-DATE	FY2018 YEAR-TO-DATE
Items - Acquired	Num.	381	847	320	303	262	407							2,520	2,450
Items - Circulated	Num.	30,877	27,509	24,954	28,539	27,447	29,149							168,475	167,124
Items - Loaned to Other Libraries	Num.	1,289	1,198	905	1,354	1,154	1,199							7,099	7,192
Items - Borrowed From Other Libraries	Num.	2,436	2,176	1,626	2,444	2,199	2,089							12,970	11,223
Class Visits	Num.	1	0	0	1	2	5							9	5
Group Meetings	Num.	49	47	32	36	47	41							252	236
Monthly Traffic	Num.	16,866	14,008	12,226	15,052	15,836	15,922							89,910	86,552
Children's Programs Number of Participants	Num. Num.	23 1,320	19 469	10 203	17 407	24 762	21 540							114 3,701	102 3,185
Adult Programs Number of Participants	Num. Num.	3 30	7 59	2 27	7 75	8 95	8 102							35 388	41 515
Revenue from Overdue Book	Dls.	2,751	3,805	3,183	3,495	3,305	2,914							19,453	18,706
Revenue from Copies Made	Dls.	517	425	336	563	555	558							2,954	3,176
Reference Assistance	Num.	1,900	1,678	1,375	1,896	1,840	2,114							10,803	10,778
Exams Proctored Revenue from Proctoring	Num. Dls.	25 310	17 210	30 400	16 220	25 330	21 270							134 1,740	123 1,620
Internet Usage	Num.	1,357	1,166	991	1,249	1,264	1,218							7,245	7,889
Wireless Usage	Num.	6,086	4,906	4,177	4,556	4,967	5,020							29,712	27,632
Volunteers Number of Hours Worked	Num. Num.	35 242	35 209	40 156	35 236	44 248	42 290							231 1,381	223 1,329
Digital Downloads	Num.	3,843	3,720	4,464	2,850	2,878	4,036							21,791	15,192
Electronic Reference Access (Excluding GALILEO)	Num.	828	455	286	338	182	408							2,497	3,357

Notes: New Programs! Jan - Library began first Pop-Up Library visit at Heritage of Peachtree. Feb - Sensory Storytime for Adults w/ Special Needs. Upcoming - Book Talk/Signing with author Wendy Wax on 5/16. Traditional circulation and foot traffic continues upward trend.

2019 Q1

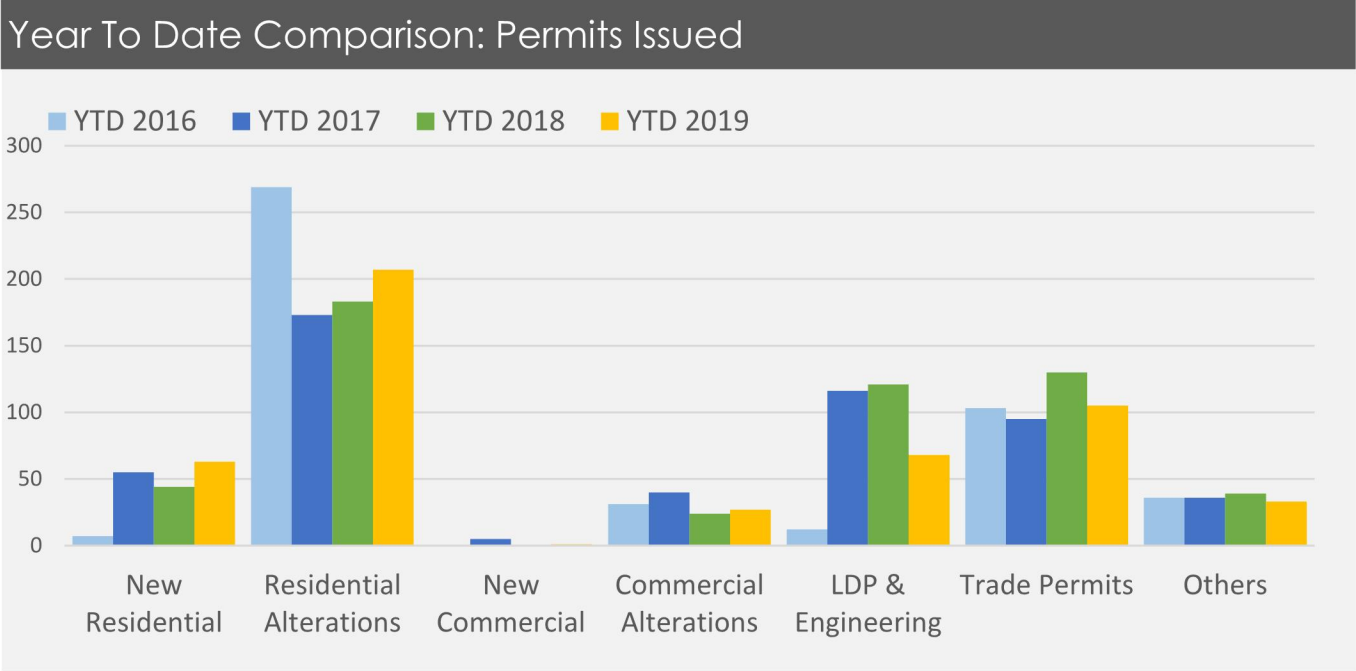
PLANNING & DEVELOPMENT
Peachtree City

Page 1

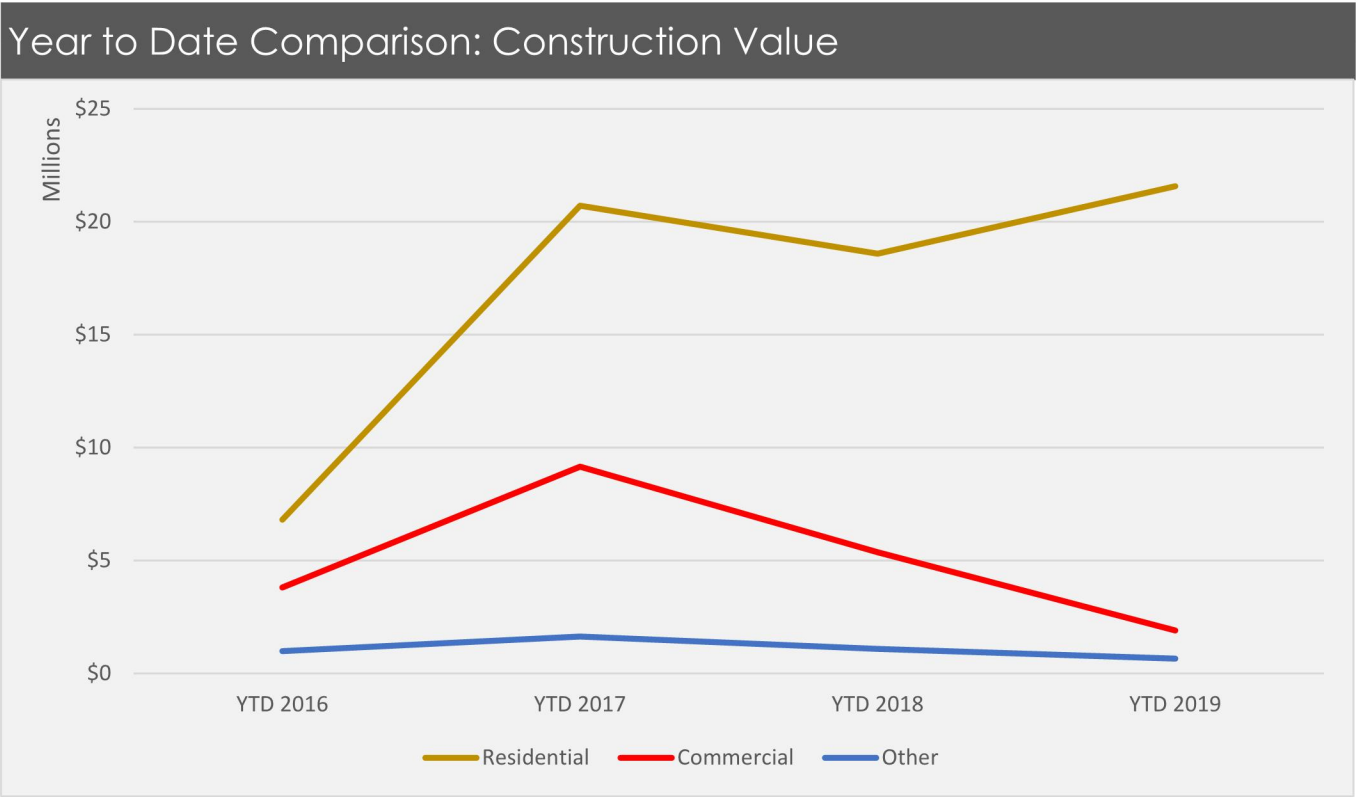
PERMITS

AVG. DEPT REVIEW TIMES		
Goal: 10 Day Review Time		
	Q1	YTD
Engineering	1 days	1 days
Planning	2 days	2 days
Building	4 days	4 days

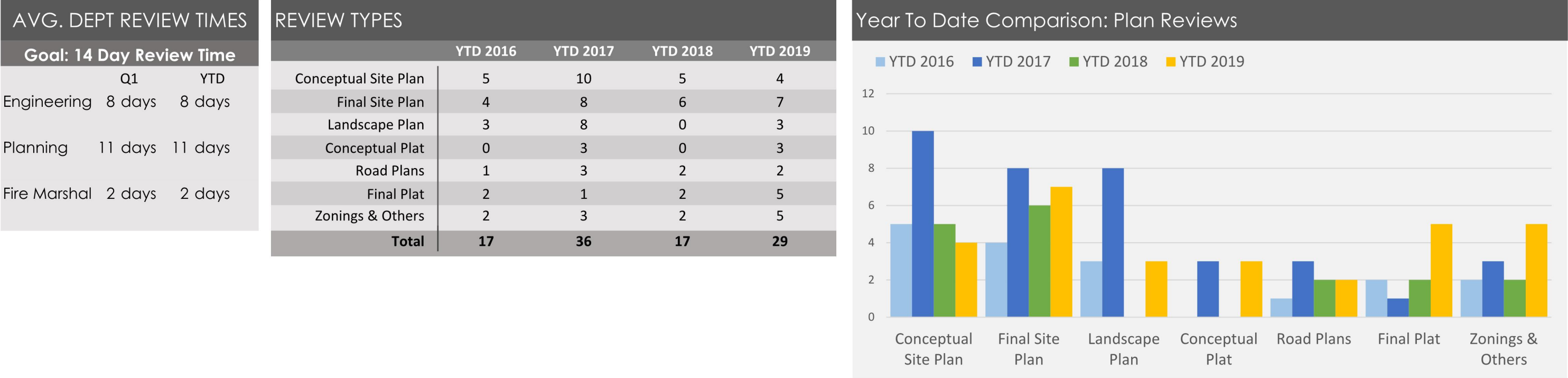
PERMIT TYPES				
Q1	YTD 2016	YTD 2017	YTD 2018	YTD 2019
New Residential	7	55	44	63
Residential Alterations	269	173	183	207
New Commercial	0	5	0	1
Commercial Alterations	31	40	24	27
LDP & Engineering	12	116	121	68
Trade Permits	103	95	130	105
Others	36	36	39	33
Total	458	520	541	505
Fees	\$152,326	\$318,276	\$249,996	\$226,700



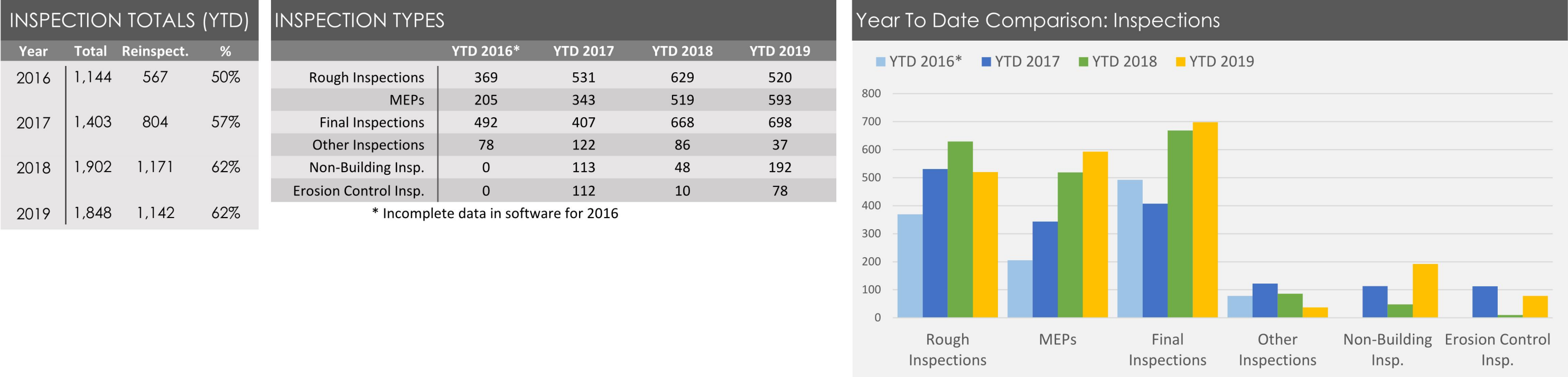
CONSTRUCTION VALUE				
Q1	YTD 2016	YTD 2017	YTD 2018	YTD 2019
New Residential	\$2,995,000	\$17,229,625	\$15,409,683	\$18,218,210
Residential Alterations	\$3,813,483	\$3,484,499	\$3,171,582	\$3,356,139
New Commercial	\$0	\$5,260,000	\$0	\$85,340
Commercial Alterations	\$3,803,860	\$3,895,950	\$5,368,616	\$1,817,271
Trade Permits	\$847,078	\$1,496,649	\$1,048,942	\$656,502
Others	\$143,225	\$137,500	\$32,000	\$0
Total Value	\$11,602,646	\$31,504,223	\$25,030,823	\$24,133,462
<i>Total Residential</i>	<i>\$6,808,483</i>	<i>\$20,714,124</i>	<i>\$18,581,265</i>	<i>\$21,574,349</i>
<i>Total Commercial</i>	<i>\$3,803,860</i>	<i>\$9,155,950</i>	<i>\$5,368,616</i>	<i>\$1,902,611</i>
<i>Total Other</i>	<i>\$990,303</i>	<i>\$1,634,149</i>	<i>\$1,080,942</i>	<i>\$656,502</i>



PLAN REVIEWS



BUILDING INSPECTIONS



PEACHTREE CITY POLICE DEPARTMENT
2019 QUARTERLY REPORT

			2019 Calendar Year to Date	2018 Calendar Year to Date
	1st Qtr 2019 January-March	1st Qtr 2018 January-March		
<u>TOTAL PART I CRIMES</u>	141	119	141	119
CRIMINAL HOMICIDE	0	0	0	0
FORCIBLE RAPE	0	0	0	0
ROBBERY	1	1	1	1
AGGRAVATED ASSAULT	0	1	0	1
ARSON	0	0	0	0
MOTOR VEHICLE THEFT	6	9	6	9
LARCENY - THEFT (SHOPLIFTING, ENTERING AUTOS, ETC)	131	99	131	99
BURGLARY	3	9	3	9
 <u>DUI ARRESTS</u>	 19	 24	 19	 24
 DRUG ARRESTS: Marijuana, Methamphetamine, Cocaine, Other				
 TOTAL DRUG ARRESTS	 52	 62	 52	 62
 <u>OTHER ARRESTS</u>				
 PROPERTY CRIMES	 44	 22	 44	 22
PERSON CRIMES	12	9	12	9
TRAFFIC OFFENSES	57	65	57	65
OTHER	57	66	57	66
 <u>CALLS FOR SERVICE</u>	 11,556	 13,112	 11,556	 13,112
 <u>TRAFFIC</u>				
 CITATIONS ISSUED	 1,530	 2,100	 1,530	 2,100
CITY ORDINANCES	66	76	66	76
WARNINGS	2,691	2,565	2,691	2,565
ROADWAY CRASHES	195	195	195	195

TOP 5 ACCIDENT LOCATIONS 2019

	MONTH		YTD
HWY 54 / HWY 74	7	HWY 54 / HWY 74	16
HWY 54 / PEACHTREE PKWY	4	HWY 54 / PLANTERRA WAY	9
HWY 54 / PLANTERRA	3	HWY 74 / CROSSTOWN / TDK	7
HWY 74 / PEACHTREE PKWY	3	HWY 54 / PEACHTREE PKWY	7
HWY 54 / WILLOWBEND RD	3	HWY 54 / LINECREEK	6
HWY 54 / LINECREEK	3	HWY 74 / HOLLY GROVE RD	6
HWY 74 / KEDRON	2	HWY 74 / KEDRON	5
		HWY 54 / MCDUFF	5
		HWY 54 / WILLOWBEND	5
		HWY 54 / COMMERCE	5

CITY OF PEACHTREE CITY

RECREATION & SPECIAL EVENTS REVENUE

AS OF March 2019

WITH COMPARISONS TO December FY2016 FY2017 & FY2018

Percent of budget year completed to date: 50%

	ACTUAL THRU MARCH			ORIGINAL BUDGET FY 2019	BUD ADJ.	CURRENT BUDGET FY 2019	ACTUAL THRU 30-Mar FY 2019	% Collected To Date
RECREATION REVENUE	FY 2016	FY 2017	FY 2018					
County Operating Grant	57,000	57,000	57,000	150,000		150,000	75,000	50.00%
Events	1,775	2,860	1,895	5,540		5,540	2,811	50.74%
Program Fees - Recreation	55,897	56,206	58,994	150,150	-	150,150	54,793	36.49%
Program Fees - Kedron	68,909	58,142	53,852	233,735		233,735	46,981	20.10%
Program Fees - Kedron Open Gym	11,301	11,426	12,828	25,261	-	25,261	12,761	50.52%
Program Fees- Athletic Tournaments	5,740	3,850	2,530	24,100		24,100	1,960	8.13%
Facility Maintenance Rec.- Athletic Assoc.	59,581	82,067	51,021	59,684	-	59,684	28,548	47.83%
Facility Maintenance Ked- Athletic Assoc.	5,897	8,963	11,923	43,125	-	43,125	7,993	18.53%
Facility Rental- Tennis Center	10,000	12,000	23,905	35,905		35,905	22,423	62.45%
Facility Rental - Recreation	6,563	1,735	4,818	11,548	-	11,548	2,089	18.09%
Facility Rental - Kedron	16,705	13,857	12,186	19,274	-	19,274	8,412	43.64%
Program Fees - Pool Fees/Passes	27,842	26,379	24,194	92,553	-	92,553	23,746	25.66%
Program Fees - Kedron Swim Teams	20,040	24,678	36,740	68,190	-	68,190	30,663	44.97%
Program Fees - Kedron Swim Lessons	3,974	3,772	7,214	18,434	-	18,434	9,121	49.48%
Program Fees - Rec Pool Revenue	296	-	280	6,226		6,226	-	0.00%
	\$ 351,520	\$ 362,935	\$ 359,380	\$ 943,725	\$ -	\$ 943,725	\$ 327,301	34.68%

Special Events- Kedron Elementary Run (400), Father Daughter Dance (220), Our Lady of Victory Run (300), Oak Grove run (300), PTC 60th Celebration (2000)
Recreation: Lego camps(2) during school breaks (26) Judo Tournament at Kedron (rental)
Athletics: Winter basketball completed its season (195) Spring Softball (1027)
Tournaments Notes: Bullet Bash Girls Softball Tournament (490)
Amphitheater: Season to start in April

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: Jonathon Rorie, City Manager 

FROM: Joe O'Connor, Fire Chief 

DATE: March 28, 2019

SUBJECT: Approval of Fire/EMS Mutual and Automatic Aid Agreement with Fayette County
April 4, 2019 - Council Meeting

Recommendation:

The Fire Department requests the Mayor and Council authorize the Mayor and Fire Chief to sign the attached Agreement of Mutual Aid and Automatic Aid for Fire and Emergency Medical Services with Fayette County.

Discussion:

Locations exist where enhanced cooperation between the Fire and Emergency Medical Services operated by Peachtree City and Fayette County is in the best interest of impacted citizens. In those areas identified by the Fire Chief, this agreement permits the equitable assignment of response resources from one jurisdiction to provide primary response or support to requests for emergency services within the boundaries of the other.

Budget Impact:

This agreement should have no budget impact.

**AN AGREEMENT OF MUTUAL AID AND AUTOMATIC AID
BETWEEN FAYETTECOUNTY AND PEACHTREE CITY**

This Agreement is made and entered into this _____ day of _____ 201__
by and between Fayette County, a political subdivision of the State of Georgia, acting by and
through its duly elected Board of Commissioners (hereinafter "Fayette County"), and the City
of Peachtree City, a political subdivision of the State of Georgia, acting by and through its duly
elected City Council (hereinafter ("Peachtree City")), ("Fayette County" and "Peachtree City"
may be referred to collectively as "Parties");

WITNESSETH:

WHEREAS, Fayette County and Peachtree City are contiguous; and

WHEREAS, Fayette County and Peachtree City each maintain and staff a fire
department for the purpose of fire prevention, fire suppression, emergency medical protection,
hazardous material management, technical rescue, and support services ("Fire Services"); and

WHEREAS, Fayette County and Peachtree City have determined that it is to the mutual
advantage and benefit of each of the Parties hereto that they render supplemental Fire Services
in the event of a fire, emergency medical, hazardous material, or technical rescue incident or
other local emergency, and to take part in joint training exercises; and

WHEREAS, it is the desire of the Parties hereto to enter into this agreement for Mutual
Aid and Automatic Aid (Mutual Response) pursuant to the 1983 Constitution of The State of
Georgia, Article IX, Section II, Paragraph 3 and the Official Code of Georgia Annotated O.C.G.A.
§ 36-69-1, et. seq. -"The Georgia Mutual Aid Act."

NOW THEREFORE, in consideration, of the mutual covenants contained herein, and for other good and valuable consideration, the Parties hereunto agree as follows:

ARTICLE 1- DEFINITIONS

For purposes of this Agreement, the following terms and expressions shall apply:

1. "Acting Officer" means the highest rank of company officer available and capable of serving as Incident Commander for the jurisdiction.
2. "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this agreement.
3. "Assisting Party" means a Party that provides assistance pursuant to this agreement.
4. "Emergency Incident" includes any event that triggers a request for emergency services including Fire Services, , medical protection services, hazardous material management, technical rescue, or any other local emergency occurring in the Response District. The response to an Emergency Incident under this Agreement shall exclude the response of law enforcement.
5. "Fire Services" means fire prevention, fire suppression, emergency medical response, hazardous material handling, technical rescue, and related support services.
6. "Incident Commander" means the individual responsible for the management of all operations for each Emergency Incident.
7. "Party" means Fayette County or Peachtree City, the entities that have become Party to this agreement by their approval and execution of this agreement, referred to singularly.
8. "Requesting Party" means a Party that requests assistance pursuant to this agreement.

ARTICLE 2 - AUTOMATIC AID

Paragraph 2.0 The Parties shall establish a mutually beneficial response district (hereinafter "Response District") which shall exist within and up to certain feasible boundary limits as designated and agreed upon by the Fayette County Fire Chief and the Peachtree City Fire Chief. Said agreed upon bounds will be recorded in a document written and signed by both the Fayette County Fire Chief and the Peachtree City Fire Chief. Subsequently, that document shall be attached and incorporated into this Agreement as Addendum A. The Response District may be changed to reflect additions or deletions of response areas with the written approval of both Fire Chiefs.

Paragraph 2.1 In the event of any Emergency Incident, occurring in the Response District, the Parties shall dispatch such resources as may be reasonably required to cope with said Emergency Incident, in addition to the first response assignment, but subject to the limitations hereinafter set forth in this Agreement.

Paragraph 2.2 The level of Automatic Aid shall exist at a level mutually agreed upon by the Fayette County Fire Chief and the Peachtree City Fire Chief, and shall be attached to this Agreement and included in Addendum A.

ARTICLE 3 - MUTUAL AID

Paragraph 3.0 The level of Mutual Aid shall exist at a level agreed upon in writing and signed by both the Fayette County Fire Chief and the Peachtree City Fire Chief. Said document shall be incorporated into this Agreement as Addendum B. Upon approval from the Fire Chief of the jurisdiction furnishing Mutual Aid, or his designee, the Party furnishing Mutual Aid shall determine the actual amount of equipment and staffing it will send based on the

available personnel, equipment, and local conditions at the time of the request.

Paragraph 3.1 It is expressly agreed that the Mutual Aid actually furnished may be recalled by the Assisting Party at the discretion of the Fire Chief, Acting Chief Officer, or his designee.

Paragraph 3.2 It is further agreed that the Parties will participate in joint training exercises at least annually to promote standardization of operations and philosophy. The extent of joint training necessary to accomplish this goal shall be determined and agreed upon in Addendum A and signed by the Fayette County Fire Chief and the Peachtree City Fire Chief.

ARTICLE 4 - SUPERVISION

Paragraph 4.0 The jurisdiction furnishing Automatic Aid or Mutual Aid shall dispatch an Acting Officer. The Acting Officer shall coordinate the resources of the furnishing/responding jurisdiction and shall report to the Incident Commander of the jurisdiction having authority over the incident.

Paragraph 4.1 When the furnishing/responding jurisdiction's Acting Officer arrives on the scene of an Emergency Incident prior to the arrival of the unit(s) of the jurisdiction receiving Automatic Aid or Mutual Aid, then the Acting Officer of the furnishing/responding jurisdiction shall assume the duties of the Incident Commander as if the Emergency Incident had occurred in the furnishing/responding jurisdiction's own jurisdiction. This Acting Officer shall be the temporary Incident Commander until a transfer of command can occur between the temporary Incident Commander and the officer to be in command for the jurisdiction receiving Automatic Aid or Mutual Aid.

Paragraph 4.2 Personnel from the furnishing/responding jurisdiction will take commands specific to their performance from the Incident Commander, or his designee; and will work with their own equipment in all possible circumstances.

Paragraph 4.3 The commanding officers of the jurisdiction receiving the Automatic Aid or Mutual Aid except as provided in Paragraph 4.1 will give all general direction for handling the incident.

Paragraph 4.4 Any incidents occurring within Fayette County or Peachtree City will be managed utilizing the National Incident Management System.

ARTICLE 5 - LIABILITY

Paragraph 5.0 There shall be no liability imposed on any Party or its personnel for failure to respond to an Emergency Incident.

Paragraph 5.1 Every employee shall be deemed to be the employee and agent of their regular employer, and under no circumstances shall any employee be deemed to be an employee or agent of any entity other than their regular employer.

Paragraph 5.2 All damages or repairs to any equipment or apparatus shall be the responsibility of the jurisdiction which owns said equipment or apparatus.

Paragraph 5.3 In cases where State or Federal assistance is made available, all responding jurisdictions shall be treated as if they were a part of the jurisdiction receiving Automatic Aid or Mutual Aid for the purpose of the distribution of resources or reimbursements. Said disbursement shall be proportionate to the level of actual involvement in the incident that precipitated the receipt of Automatic Aid or Mutual Aid.

Paragraph 5.4 Nothing contained in this Agreement shall be construed to be a waiver of either Fayette County or Peachtree City's sovereign immunity, any individual's qualified immunity, official immunity, or any other immunity or exemption from liability provided for by law.

ARTICLE 6 - CONSIDERATIONS

Paragraph 6.0 No Party under this Agreement will be required to pay any compensation to any other Party under this Agreement for services rendered pursuant to this Agreement.

Paragraph 6.1 It is expressly agreed that the mutual advantage and protection afforded by this Agreement is adequate consideration to both Parties for services rendered pursuant to this Agreement.

Paragraph 6.2 Each Party to this Agreement shall comply with the Workers Compensation laws of the State of Georgia at no cost to the other Party.

Paragraph 6.3 Each Party shall pay the salaries, benefits, and all other compensation of its own personnel at no cost to the other Party.

ARTICLE 7 - RELEASE OF CLAIMS

Paragraph 7.0 Each Party agrees to release the other Party from any and all liabilities, claims, judgments, costs, or demands for damage to its own property whether directly or indirectly arising out of the use of any vehicle, equipment, or apparatus by the Party to which said property does not belong during the provision of service pursuant to this Agreement.

ARTICLE 8 - INJURIES TO PERSONNEL

Paragraph 8.0 Any damage or other compensation which is required to be paid to any employee by reason of an injury occurring while their services are being utilized by the responding and/ or receiving jurisdictions pursuant to this Agreement shall be the sole liability and responsibility of the Party regularly employing that employee.

ARTICLE 9 - NO THIRD-PARTY BENEFICIARIES

Paragraph 9.0 This Agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third party or parties. No third party or parties shall have any right of action hereunder for any cause whatsoever.

ARTICLE 10 - TERM

Paragraph 10.0 This Agreement shall be effective between the Parties immediately upon execution of this Agreement and shall terminate on December 31, 2019. This Agreement shall automatically be renewed immediately thereafter, and each year thereafter, at the same time for successive one-year terms without further action of any Party hereto for a period not exceeding fifty (50) years from the date of execution of this Agreement. Either Party to this Agreement may terminate this Agreement by providing a sixty (60) day written notice to the other Party as specified in paragraph 17.

ARTICLE 11 - DISPATCHING OF AN ALARM FOR AUTOMATIC AID

Paragraph 11.0 The dispatcher of the jurisdiction having command over an Emergency Incident will dispatch the Requesting Party's pre-assigned apparatus first

Paragraph 11.1 The dispatcher of the jurisdiction having command over an Emergency Incident will then contact the Assisting Party to advise of the need for Automatic Aid.

Paragraph 11.2 When dispatching apparatus to a location involving the use of Automatic Aid, each Party's dispatcher will make the other Party and responding personnel aware that Automatic Aid is responding. This will enable the Incident Commander to know precisely what equipment he or she can expect to arrive on the scene.

ARTICLE 12 - EMERGENCY INCIDENT SCENE COMMUNICATIONS

Paragraph 12.0 The officer in command of the jurisdiction having authority over an Emergency Incident shall provide specific instructions to the officer in command of the jurisdiction responding to the Emergency Incident with Automatic Aid or Mutual Aid services unless and until a more sophisticated scene communications system can be provided for the Automatic Aid

or Mutual Aid system.

Paragraph 12.1 The tactical radio channel assigned to the jurisdiction having authority over the Emergency Incident shall be utilized by all Automatic Aid or Mutual Aid responders to provide a common communication platform for all units responding to and operating on the scene.

Paragraph 12.2 Upon arriving on the incident scene, the officer in command of the jurisdiction responding with Automatic Aid or Mutual Aid and the officer in command of the jurisdiction receiving Automatic Aid or Mutual Aid shall keep his or her respective department informed of the status of the operation. If it appears that the Automatic Aid or Mutual Aid equipment will be needed at the Emergency Incident scene for an extended period of time, the officer in command of the forces of both the responding and receiving jurisdictions shall so advise his or her dispatcher.

ARTICLE 13 - MOVE UP OF EQUIPMENT UNDER MUTUAL AID

Paragraph 13.0 Each Party agrees and acknowledges that it will be the responsibility of each Party to provide the coverage necessary for the operations of its own department.

Paragraph 13.1 In the event that a jurisdiction determines that it has deployed a substantial portion of its fire suppression or specialized equipment on a single Emergency Incident, then the jurisdiction may request Mutual Aid to cover vacant areas. Such Mutual Aid would be rendered at the discretion of the jurisdiction requested to render assistance by moving up units into the vacant areas of the jurisdiction requesting Mutual Aid.

ARTICLE 14 - ADMINISTRATION

Paragraph 14.0 The Fayette County Fire Chief and the Peachtree City Fire Chief agree to cooperate and be jointly responsible for the proper administration of this Agreement.

ARTICLE 15 - ENTIRE AGREEMENT

Paragraph 15.0 This Agreement and the attached addenda shall constitute the entire agreement between the Parties and no modification thereof shall be binding unless evidenced by a subsequent written agreement signed by the Fayette County Fire Chief and the Peachtree City Fire Chief.

Paragraph 15.1 This Agreement shall be the instrument which controls the provision of any aid provided as Automatic Aid or Mutual Aid in an Emergency Incident by and between these Parties.

ARTICLE 16- SEVERABILITY OF TERMS

Paragraph 16.0 In the event any part or provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

ARTICLE 17- NOTICES

Paragraph 17.0 All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly delivered to the party intended to receive said notice or communication when delivered personally, in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid and addressed to the appropriate party at the appropriate address.

Notice should be provided to the County Administrator and the Fire Chief of Fayette County at the following address:

140 Stonewall Avenue West, Suite 1 00
Fayetteville, Georgia 30214

Notice should also be provided to the City Manager and the Fire Chief for the City of Peachtree City at the following address:

151 Willowbend Road
Peachtree City, Georgia 30215

ARTICLE 18- GOVERNING LAW

Paragraph 18.0 This Agreement shall be governed in all respects by the laws of the State of Georgia. Any dispute or litigation arising under the provisions of this Agreement or related to this Agreement shall be submitted to the State or Superior Courts of Fayette County, Georgia. The Parties expressly consent to venue and jurisdiction therein.

SO RESOLVED this _____ day of _____, 2019.

CITY OF PEACHTREE CITY

Vanessa Fleisch, Mayor

Joe O'Connor, Fire Chief

Betsy Tyler, Clerk

(SEAL)

**FAYETTE COUNTY
BOARD OF COMMISSIONERS**

Randy Ognio, Chairman

David Scarbrough, Fire Chief

Tameca P. White, Clerk

(SEAL)

Addendum A

Automatic Aid

The map attached hereto as Exhibit A will serve as the Response District for Automatic Aid under this Agreement.

Peachtree City shall assume primary responsibility for all Fire Service and emergency medical response in the district highlighted on the attached map, without regard for whether the individual parcel lies within or outside the City limits of Peachtree City. When an Emergency Incident necessitates a Fire Services response Fayette County will provide one (1) Engine in the initial full alarm structure fire response for any incident in the area depicted in the attached Exhibit A.

Training will be conducted with all companies that would normally respond together for scene operations. This training will be coordinated by the respective training divisions and will occur for all three shifts.

Fire Chief, Fayette County

Fire Chief, Peachtree City

Date

Date

Addendum B

Mutual Aid

The City of Peachtree City shall, upon request from Fayette County, send additional resources to the area within the territorial boundaries of Fayette County as resources allow.

Fayette County shall, upon request from Peachtree City, send additional resources to the area within the corporate limits of Peachtree City as resources allow.

Response apparatus for this district will be dictated by the requesting agency and governed by the limitations prescribed by the Agreement.

Fire Chief, Fayette County

Fire Chief, Peachtree City

Date

Date

Exhibit A Response District Map for Automatic Aid

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: Jonathan N. Rorie, City Manager 

FROM: Ellece Brown, Director, HR & Risk Management 

DATE: March 26, 2019

SUBJECT: Consider Elimination and Replacement of Position in the Financial Services Division
4/4/2019, City Council Meeting

Recommendation:

That Council approve eliminating the part-time Accounting Technician (Purchasing) position (Salary Grade 12) and replacing it with a part-time Accounting Technician (Finance) position (Salary Grade 12) in the Financial Services Division.

Discussion:

In January 2017 the Council approved the elimination of a full-time Accounting Technician in the Purchasing Department and approved the creation of two part-time Accounting Technician positions – one in Purchasing and one in Finance and each reporting to separate supervisors. Since that time, staff has determined that to utilize these part-time positions more efficiently, they need to report to one supervisor since this is a job-share arrangement. In the past two years, we have blended the job responsibilities of these positions, and they perform similar assignments. Since the majority of the assignments are finance-related, the position would naturally report to the Accounting Manager.

Budget Impact:

There will be no budgetary impact with this change since both positions are in Salary Grade 12.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: Jonathan N. Rorie, City Manager 

FROM: Ellece Brown, Director, HR & Risk Management 

DATE: March 27, 2019

SUBJECT: Consider Elimination and Replacement of Position in the Convention & Visitors Bureau (CVB)
4/4/2019, City Council Meeting

Recommendation:

That Council approve eliminating the part-time Office/Visitor Center Manager position in the CVB and replacing it with an additional part-time Visitor Center Representative position in the CVB.

Discussion:

Since the CVB has become a department of the City, the CVB Executive Director and the Finance management staff have evaluated certain finance/accounting responsibilities being done by CVB staff with a focus on efficiency. With the expertise and support that the City's Finance staff can provide, it was determined that these responsibilities should be transferred to the City's Accounting staff.

However, the remaining responsibilities of the Office/Visitor Center Manager position still need to be performed. Therefore, the recommendation is that the CVB would need another part-time Visitor Center Representative to provide coverage for the Visitor Center Monday through Thursday since the CVB Visitor Center is open seven days/week and to assist with CVB-sponsored events. The current part-time Visitor Center Representative staffs the Visitor Center on Friday, Saturday, and Sunday.

Budget Impact:

There will be no budgetary impact with this change.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council 
VIA: City Manager 
FROM: Library Administrator 
DATE: 03/29/2019
SUBJECT: Consider Appointment of Fayette County Library Board Representative
Consent Agenda, April 18, 2019

Recommendation:

Appoint David Hill to the Fayette County Library Board for the term January 1, 2019, through December 31, 2022.

Discussion:

Peachtree City's membership in Flint River Regional Library System (FRRLS), and the benefits received through it, depends upon membership at the county level; therefore, local representation on the Fayette County Library Board is critical. The benefits of FRRLS membership include resource sharing through PINES, access to state and federal grant library grants, and professional support, all of which help ensure we can provide the very best library services possible, in the most economical way, locally in Peachtree City.

Mr. Hill is a long-time user of Peachtree City Library. He also provides additional support to the library through his sustaining-level membership in the Friends of the Peachtree City Library (Peachtree City Library, Inc.).

Budget Impact:

This item should have no budgetary impact.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Jon Rorie, City Manager

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

DATE: April 12, 2019

SUBJECT: Budget Amendments – Fiscal Year 2019
April 18, 2019 City Council Consent Agenda

Recommendation:

It is Staff's recommendation that City Council approve the attached budget amendment to amend the 2019 budget resolutions.

Discussion:

Attached please find budget amendments 19-08 for fiscal year 2019 submitted for your approval. This budget amendment carries forward capital improvement funds budgeted in fiscal year 2018 but due to concert schedules, not completed until fiscal year 2019.

Budget Impact:

The proposed budget amendments impact the Amphitheater Fund budget in Fiscal year 2019 by increasing both revenue and expenditures.

If you have any questions, please do not hesitate to contact either Paul Salvatore or Kelly Bush.

Thank you for your attention to this matter.

Attachments

Kbb/ Council Reports–Budget Amendments for FY2019

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 19-08

DATE 04/18/2019

[illegible]

NOW, THEREFORE, BE IT RESOLVED that this Council hereby amends the Fiscal Year 2019 Budget Resolution increasing both Revenue and Expense in the Amphitheater Fund for capital improvements.

Entered

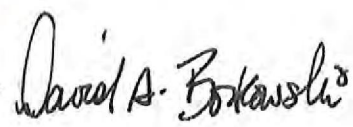
Approved

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: Jonathan N. Rorie, City Manager 

FROM: David A. Borkowski, P.E., City Engineer 

DATE: April 10, 2019

SUBJECT: Variance for 50-ft No-impervious setback – 506 Telfair Park
April 18, 2019, City Council Meeting

Discussion:

The owners (Mr. and Mrs. Harding) of the property referenced above desire to redevelop the rear of their property and add a swimming pool. They are currently unable to develop any additional impervious area in the back of the lot due to an existing watershed protection buffer and no-impervious setback that were originally platted with their lot.

Due to the no-impervious setback, Mr. and Mrs. Harding are requesting a variance from City Council. As part of their request for a variance, they are also proposing some mitigation measures to offset any negative effects the proposed encroachment may cause. The owner's variance application, and variance report with proposed mitigation measure (raingarden) are attached as Attachment 1 and Attachment 2 respectively.

Staff has reviewed the variance application against Section 1303 Variance Criteria as follows:

(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 response –Due to the location of this property being adjacent to Lake Kedron, it is impacted by floodplain, a 100-ft undisturbed buffer and a 50-ft no-impervious setback, rendering 68% of the lot undevelopable. These restrictions would deny the applicant privileges enjoyed by other properties in the surrounding area in identical zoning districts.

(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 response –No hardship observed. Similar circumstances exist in this subdivision and others around Lake Kedron where development options are limited in the rear of lots. The difference noted here is 68% of property is not able to be developed.

Variance for 50-ft No-impervious setback – 506 Telfair Park
April 18, 2019, City Council Meeting
Page 2 of 2

(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 response – Due to the location of this property being adjacent to Lake Kedron, it is impacted by floodplain, a 100-ft undisturbed buffer and a 50-ft no-impervious setback, rendering 68% of the lot undevelopable. These restrictions would deny the applicant privileges enjoyed by other properties in identical zoning districts. These restrictions also do not apply to all properties in identical zoning districts, just ones adjacent to reservoirs.

(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 response – No special privilege would be granted as pools and decks are allowed 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.

- Staff response – No threat to public safety, health or general welfare.

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

- Staff response – No inconsistency with comprehensive plan.

If approved, Staff recommends that the applicant design the rain garden according to the Blue Book (Georgia Stormwater Management Manual), and permit it as part of normal building permit process. Staff also recommends that they incorporate a level spreader to help distribute run off from the rain garden during higher storms. Staff feels the rain garden will adequately mitigate the impacts to the no-impervious setback.

Budget Impact:

There is no budget impact associated with this request.

Attachments

Attachment 1 – Application

Attachment 2 – Variance Report



VARIANCE APPLICATION

153 Willowbend Rd, Peachtree City, GA 30269

P: 770-487-5731 F: 770-631-2552

WWW.PEACHTREE-CITY.ORG

Admin. Variance Fee: \$25.00
 Variance Fee: \$250.00 + \$100
 for each additional request

Receipt # _____

Date Filed ____ / ____ / ____

Case # _____

Office Use Only

VARIANCE LOCATION	Street Address <u>506 TELFAR PARK</u> <u>PEACHTREE CITY 30269</u>	PROPERTY OWNER	Name <u>SAME AS APPLICANT</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 _____
APPLICANT	Name <u>DUNCAN & HEATHER HARDING</u>	PROPERTY INFO	Subdivision: <u>NORTH COVE</u>
	Address <u>506 TELFAR PARK</u> City, State, Zip <u>PEACHTREE CITY 30269</u> Phone # <u>678 382 8080</u> Email <u>duncan.harding@gmail.com</u>		Phase: _____ Lot # <u>32</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 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	Briefly describe why this variance is being requested: (A separate detailed report is still required to be attached to this application) _____ _____ _____
--------------------------------	--	--

SPECIAL EXCEPTION	1.) Is a current survey included with the application? ☐ Yes ☐ No 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? _____	Briefly describe why this variance is being requested: (A separate detailed report is still required to be attached to this application) _____ _____ _____
--------------------------	--	--

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

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

Signature of Owner/Agent: [Signature] Date 3/4/19

OFFICE ONLY

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

Report
Supporting an
Environmental Variance
Request
at
506 Telfair Park / Lot 32
(North Cove Subdivision)
Peachtree City
GA 30269

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A - Report Supporting Variance Application

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- 5 - Concept Design with Partial Incursion into the 50Ft Buffer Area **(Page 5)**
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C – Appendices

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- Appendix No2 – Photographs of Existing Back Yard & Walled Garden
- Appendix No3a – Site Plan
- Appendix No3b – Site Coverage Plan
- Appendix No4 – Illustration of Proposed Design Concept
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- Appendix No6 – Letter of Support from North Cove HOA
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- Appendix No8 – Letters of Support from Neighbors

A - Report Supporting Variance Application

1 - Introduction

Duncan and Heather Harding, the owners of 506 Telfair Park / Lot 32 in the North Cove Sub-division, wish to apply for a variance from Peachtree City Code, Appendix B, Article X, Sec 1004 – Watershed protection buffers, part(b) clause 4)b so that if relief is granted, they may construct a Swimming Pool that will partially intrude into a 50Ft “No Impervious Surface” Watershed Buffer at the rear of their house which backs onto Lake Kedron.

This report outlines the challenges of an alternative location for a Pool on this Lot, along with a detailed explanation as to how the proposed concept design, intends to use a “Rain Garden” (a recognized Storm Water Management Best Practice) to mitigate the potential impact that this Lot would have upon the water quality of Lake Kedron.

2 - Topographic Survey & Flood Plain Location(s)

In order to establish the basis for a concept design, Christopher Bothers Land Surveying LLC conducted a topographical survey of Lot 32 / 506 Telfair Park, mapping the site contours at 2ft intervals and produced an updated Plat showing the FEMA Flood Plain, along with the current and future Peachtree City flood plains.

Please see **Appendix No 1** - Plat Drawing No ‘CF=18056#SF=18056-32’ dated 12/05/2018

As shown on the Plat, it can be seen that :-

- Lot 32 is next to Peachtree Parkway on the right hand side, with only 1 immediate neighboring property at 504 Telfair Park on the left hand side.
- Lot 32 extends (front to back) from the side-walk at the front of the house - all the way down to the shore of Lake Kedron.
- Lot 32 is also defined, in part, by the existence of 2 Watershed Buffers (a 50Ft ‘No Impervious’ Buffer and a 100Ft ‘No Disturb’ Buffer) extending a total of 150Ft back from the lake shore

As explained below, various development restrictions exist within the Watershed Buffers.

3 - Conceptual Design – General Parameters

Hooten Land Design Inc, a Landscape Architect, was engaged in October 2018 to identify and evaluate various options for constructing a swimming pool at the rear of the house, taking into consideration different pool sizes and locations, as well as the environmental impact and potential mitigation solutions that such a project may require.

In keeping with the design aesthetic of the North Cove neighborhood, the existing back yard consists of a Victorian style brick walled garden containing extensive hardscapes, mature flower beds, various trees, Bevelo Gas Lanterns and a finial fountain – all attributes that the owners wish to retain and incorporate into any resulting design.

Please see **Appendix No2** – detailing photographs of the existing walled garden.

4 - Locating a Pool within the Existing Back Yard.

As shown on **Appendix No3a** - Drawing reference, Site Plan – Sheet L1, the existing back yard is dimensionally constrained by the foundations of the house and the start of the 50Ft 'No Impervious' Buffer.

This constraint makes it impractical to construct anything other than a small 'Plunge' style pool in this location.

However, it is of greater significance, that if such a Pool was constructed within the footprint of the existing back garden, such a design would :-

- Provide very limited space for associated Pool Deck seating.
- Inhibit access to the rest of the back yard.
- Not be in keeping with, or proportional to, the existing house design and could potentially harm the future resale value of the house.
- Is commercially unattractive: The existing back yard hardscaping consists of brick and block paving cemented onto a single foundation slab of reinforced concrete located up against the rear foundation of the house.

An estimated additional cost between \$18,000 to \$20,000 would be incurred in order to break up and haul away the existing hardscape before any pool excavation could commence.

5 - Concept Design with Partial Incursion into the 50Ft Buffer Area

Given the above restrictions, Hooten Land Design developed a concept design (see **Appendix No 4** – Sketch of Proposed Concept Design) which retains all the attributes of the existing walled garden and addresses the above design challenges. However, in doing so, the concept design also makes a partial incursion into the 50Ft Buffer, while at the same time also removing the existing grass lawn that presently grows within the 50Ft Buffer.

Please note: The 100Ft Buffer is not affected in anyway by this concept design.

6 - Maximum Area of the Partial Incursion into the 50Ft Buffer

Specifically, the concept design calls for a maximum incursion of 1,716 sq ft (32%) into the 50Ft Buffer of 5,328 sq ft, which is 8% of the overall 150Ft Buffer.

This is further detailed within **Appendix 3b** – Site Coverage Plan Sheet L2

7 - Background and Purpose of Lake Kedron's Watershed Protection Buffers

Lake Kedron's Watershed Protection Buffers are important because they work both above and below ground to help manage extreme rain events and also keep the Lake clean from pollutants contained within surface water run-off coming from the surrounding developed land.

As called for by Peachtree City Code, 2 Buffers, totaling 150Ft of set-back from the shore of Lake Kedron, have been established. This is comprised of, firstly, a 50Ft Buffer which catches surface water run-off from the surrounding developed land, after which the water then passes into an adjacent 100Ft Buffer and eventually into Lake Kedron.

- **The 50Ft Buffer**

The 50Ft Buffer helps to protect the 100Ft Buffer (and therefore the Lake) by controlling erosion and the resulting downstream sedimentation, by slowing the flow of surface water.

Within the 50 ft Buffer, current code does not allow 'Impervious' materials such as concrete pavers; however, in practice, the installation and maintenance of permeable material (for example - a grass lawn) is permitted.

- **The 100Ft Buffer**

The purpose of the 100Ft Buffer is to:-

help clean water by filtering out and storing pollutants such as excess phosphorus

prevent flood damage by temporarily storing water during large rain events.

allows the deep roots of the vegetation to absorb water, infiltrate and act as a 'sponge'.

Current Code calls for the 100Ft Buffer to be an "Undisturbed Natural Buffer" (No Disturb Buffer) within which the vegetation must remain undisturbed.

8 - How Existing Lot 32 Conditions Impact Water Quality on Lake Kedron.

- Currently, a portion of the site water run-off makes its way through the 150Ft buffer into the lake as well as probably transporting leaves and silt from the existing hardscape into the lake too.
- Additionally, maintenance chemicals used for weed control and fertilization on the back yard grass lawn will probably find their way into the Lake.

9 - Use of a 'Rain Garden' to Mitigate 50Ft Buffer Incursion

To mitigate the proposed partial incursion, the concept design requires the installation (within the 50Ft Buffer) of a suitably sized 'Rain Garden'*

The Rain Garden called for in this project will be in accordance with the Bioretention Area Checklist as published in the **2016 Edition of the A.R.C. / Georgia Storm Water Management Manual**.

Notably, the Rain Garden will be suitably sized to receive, through a network of hard piped drainage lines, the surface water run-off from :-

- the new Pool hardscape where it intrudes into the 50ft Buffer

AND

- the existing site (existing back yard hardscape, shingle roof, and front driveway.

*Please see **Appendix 4** for explanatory diagrams and photographs of a representative Rain Garden

10 - Future Impact of Lot 32's Rain Garden on the Water Quality of Lake Kedron

Once completed, the Rain Garden will:-

- Increase the Lot's ability to temporarily store water during an extreme rain event, thus reducing the Lot's flood impact on Lake Kedron.
- Increase the Lot's existing water absorption and filtering capacity (within the 50Ft Buffer) in advance of the water then travelling into the remaining 100ft Buffer for additional filtering before finally entering the lake.
- Trap, within the Rain Garden, all the debris and particulates washed from the hardscape(s) - therefore stopping 100% of the flow of this debris into the lake.
- Eliminate the remaining existing grass lawn in the 50Ft Buffer, (so as to provide the area for the Rain Garden) which in turn, will also eliminate all associated weed control and fertilization chemicals flowing into Lake Kedron.

`Professional Design Experience of Rain Garden / Bioretention ponds

Hooten Land Design LLC has extensive design experience of many Rain Gardens / Bioretention Areas installed throughout the City of Atlanta and Beaufort, SC.

11 – Summary

- This variance application seeks relief from City Code that will allow the owners of 506 Telfair Park to construct a swimming pool that will partially intrude (32%) into a 50Ft “No Impervious Surface” Buffer at the rear of their house.
- It is not desirable, nor commercially practical to construct a swimming pool within the existing backyard.
- The installation of a Rain Garden, to mitigate the partial intrusion into the 50Ft Buffer, will reduce the current impact that surface water run-off from Lot 32 is having today upon Lake Kedron - and will, therefore, contribute as an improvement to the long term water quality of Lake Kedron.
- The proposed design does not go into the 100Ft ‘Undisturbed Natural Buffer’ / ‘No Disturb’ Buffer
- The project design proposal is fully supported by all the Telfair Park neighbors, additional neighbors within the wider North Cove subdivision and the North Cove Home Owners Association.
- This application is similar to a previously granted variance in North Cove, that was also for a residential pool construction project within Lake Kedron’s 50Ft ‘No Impervious Surface’ Buffer.

Applicant Comments against Variance Criteria

(a) There are special circumstances applicable to the property, including location, shape, size, surroundings, or topography so that the strict application of this ordinance denies the property of privileges enjoyed by other property in the vicinity and under identical zoning district classification;

Applicant Comment: It is believed that the location of the proposed Swimming Pool is within the same 50Ft Buffer that a nearby Lake Lot (also within the North Cove Subdivision) previously secured a variance to construct a swimming pool and associated hardscape.

(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;

Applicant Comment: If the ordinance is applied, the applicant will be deprived of similar privileges granted to others in a nearby home within the same subdivision.

(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;

Applicant Comment: There are no exceptional circumstances that prohibit compliance with the ordinance.

(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.

Applicant Comment: We do not believe that granting such a variance will constitute the granting of a special privilege.

Variance Application at 506 Telfair Park, Peachtree City, GA 30269

(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.

Applicant Comment: Granting of a variance in this case would not be detrimental to public health, safety, or general welfare.

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

Applicant Comment: Granting of the variance would not create any significant inconsistencies with the Comprehensive Plan and City Code Ref 1004 – Watershed Protection Buffers, which seek to protect the long-term water quality of Lake Kedron.

Moreover, we believe this proposal would very likely **reduce** the impact Lot 32 has today - and in turn **improve** the long-term water quality of Lake Kedron.



Appendix No2 – Photographs of Existing Back Yard

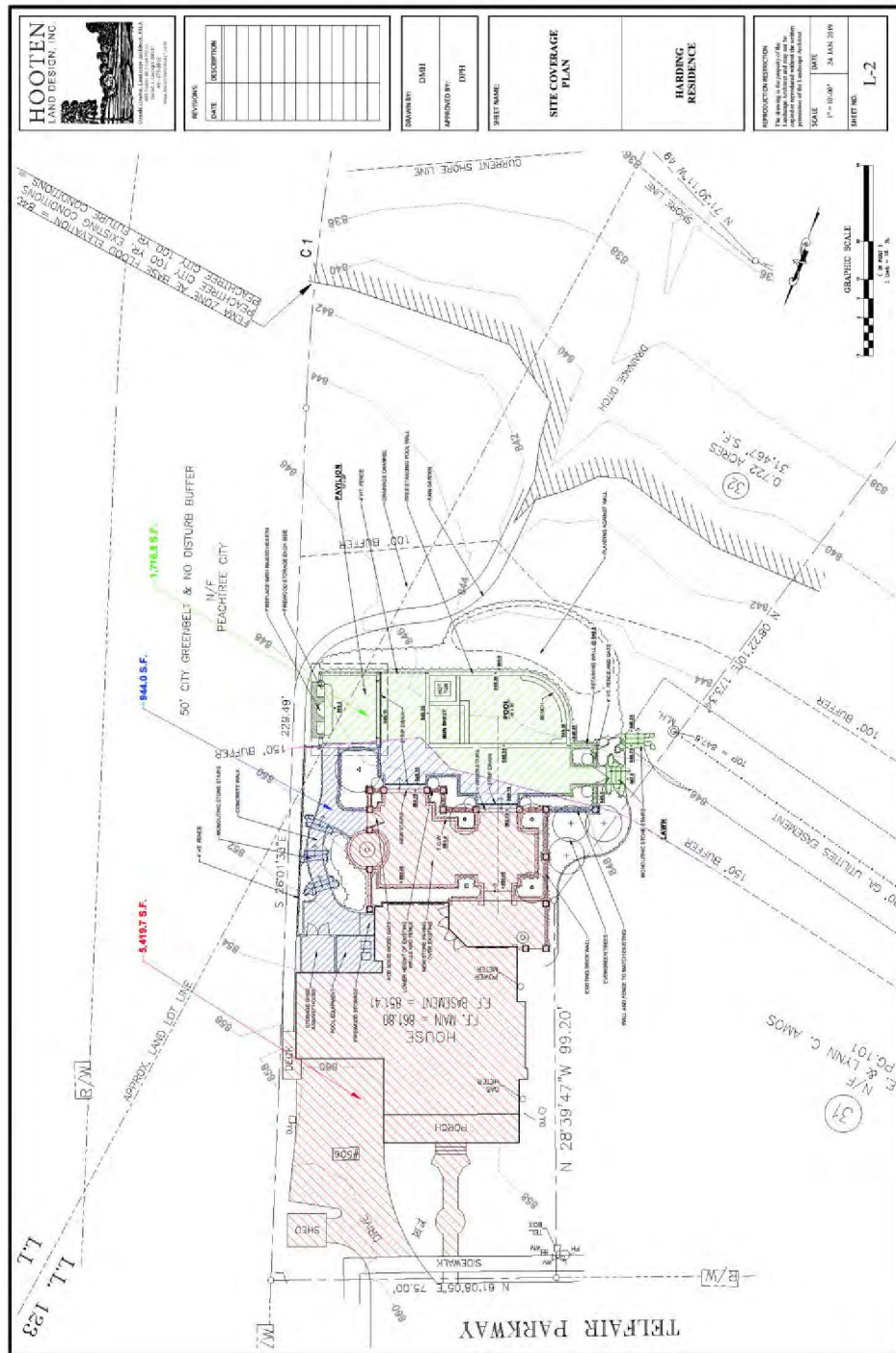


A view of the 50Ft Buffer Area

(Presently a combination of Grass and Pine Straw)



Appendix No3b – Site Coverage Plan



Appendix No4 – Sketch of Proposed Concept Design



Appendix 5

Functional Diagram(s) of Residential Rain Gardens

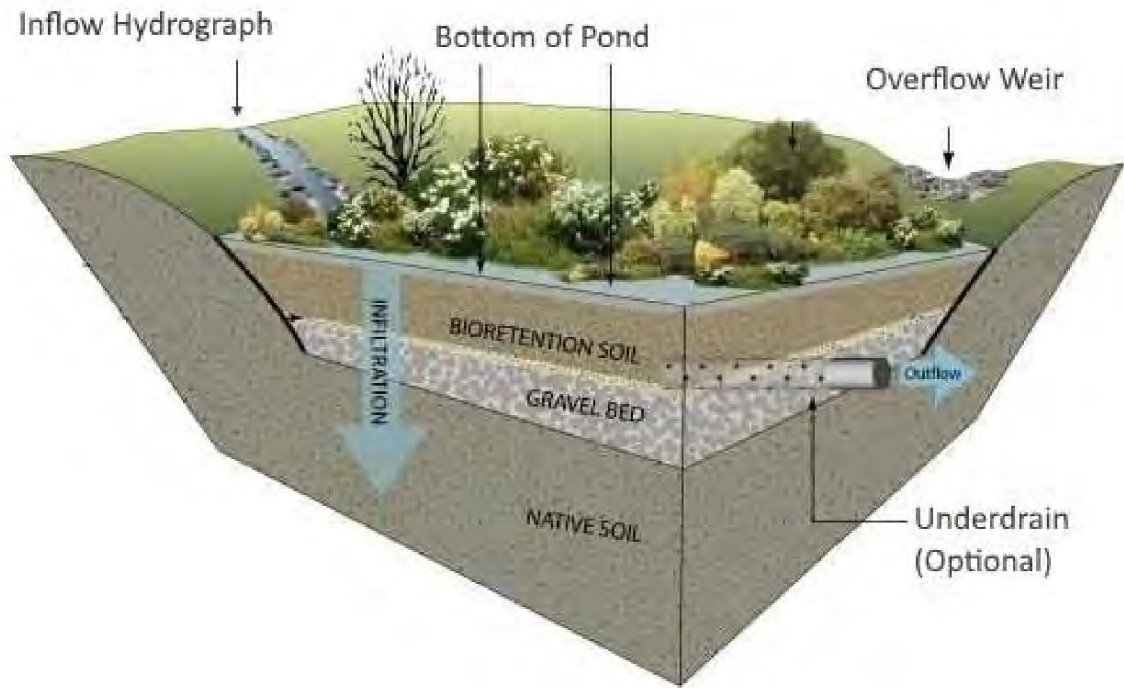
- **Example 1**



Example 2



- Example 3



Examples of a completed Rain Gardens





Appendix No 7

Letter of Support from North Cove HOA

North Cove Community Association
P.O. Box 2902
Peachtree City, GA 30269

February 7, 2019

Mr. Duncan Harding
506 Telfair Park
Peachtree City, GA 30269

Dear Mr. Harding,

The North Cove Community Association (NCCA) has reviewed your conceptual backyard renovation drawings by Hooten Land Design Inc. dated January 24, 2019 (Reference sheet #L-2).

Upon review of the plan, the NCCA recognizes that a significant portion of the proposed renovation encroaches into the 50 foot impervious city buffer zone, thus requiring you to obtain a variance from the city. The NCCA Board of Directors finds that the proposed conceptual design would be an attractive addition to your home and cause no negative impact to the neighborhood. We are in support of your efforts to obtain the required variance for the project.

Given that you have submitted a conceptual design, the Board will still require that you submit the final drawings and an ARC request for review and final approval. This approval will be required prior to the commencement of any work.

Good luck with obtaining the necessary variance for your project.

Regards,



John Siemon
President, NCCA
Cell (678)372-0920

Appendix No 7

Letter of Support from Historical Concepts

HISTORICAL CONCEPTS
ARCHITECTURE & PLANNING

February 11, 2019

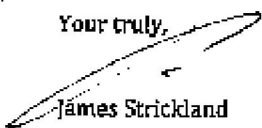
Peachtree City Members of the City Council
151 Willowbend Road
Peachtree City, GA 30269

Dear Council Members:

I hope you will give consideration to a variance request from Heather and Duncan Harding. The North Cove Board feels that this would be a value to both Peachtree City and North Cove by continuing to upgrade the community. Landscape Architect Don Hooten has even added a rain garden.

The City has allowed many new directions in planting that allows North Cove to be the community that it is. I would appreciate your approval of this request from the Hardings.

Your truly,



James Strickland

A FLEXIBLE NEW APPROACH

500 Brookfield Square Atlanta GA 30306 • 404.375.5555 • <http://www.historicalconcepts.com>

Appendix No 8

Letters of Support from Telfair Park and North Cove Neighbors

TO WHOM IT MAY CONCERN:

We are Mike and Lynn Amos, 504 Telfair Park, Peachtree City, GA 30269. We live next door to Duncan and Heather Harding at 506 Telfair Park. The Hardings are planning to install an in-ground pool and will have to get approval from the city for a variance on the back of their property. We have seen their plans for the pool and they have walked the property with us so that we understand, exactly, where the placement will be. They have also discussed the design and materials with us.

This letter is in support of their request for a variance. The projects that they have undertaken for improvement of their property in the past have been done in excellent taste and we concur with their request.

If you have any questions, you may contact us at 770-487-0989.

Sincerely,

A handwritten signature in cursive script, appearing to read "Mike and Lynn Amos", written in dark ink.

Mike and Lynn Amos

Variance Application at 506 Telfair Park, Peachtree City, GA 30269

**Brent & Karen Wilkes
502 Telfair Park
Peachtree City, GA. 30269**

To whom it may concern,

Duncan and Heather Harding are neighbors of ours and they have been reviewing the professionally drawn and drafted plans for their backyard pool and fence. We as well as other neighbors feel that it will be an enhancement and in no way obstruct or distract from anyone's view.

Should you wish for any additional information I can be reached at 678-313 3849.

Sincerely,
Brent Wilkes

Variance Application at 506 Telfair Park, Peachtree City, GA 30269

David Burnett
130 North Cove Drive
Peachtree City,
GA 30269

February 9th 2019

To whom it may concern.

My name is David Burnett and I currently live at 130 North Cove Drive, Peachtree City, GA 30269 and am neighbors to Duncan and Heather Harding 3 doors down at 506 Telfair Park, Peachtree City.

We absolutely support their application for a variance and without any reservation support their proposed concept designs.

Thank you for taking the time to consider this matter and please feel free to call us if you have any questions (770-527-1627)

Sincerely,

A handwritten signature in blue ink that reads "David & Yvette Burnett". The signature is fluid and cursive, with a large, sweeping flourish at the end.

David and Yvette Burnett

Variance Application at 506 Telfair Park, Peachtree City, GA 30269

Robert Truitt

February 8, 2019

Jill Ann Truitt

128 North Cove Dr

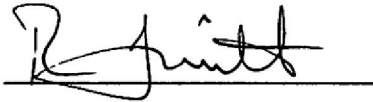
Peachtree City, GA 30269

To whom it may concern :

We live in the North Cove neighborhood a few homes from Duncan & Heather Harding.

We support the variance request from the Harding's who reside at 506 Telfair Park to build a pool behind their home.

Feel free to contact either of us if you have questions or would like additional information.



Robert Truitt



Jill Ann Truitt

Variance Application at 506 Telfair Park, Peachtree City, GA 30269

Jack Winterton
Andrea Winterton
404 General Hardee Square
Peachtree City, Ga. 30269

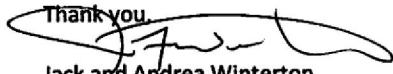
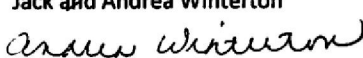
To whom it may concern:

We are Jack and Andrea Winterton and reside in the North Cove subdivision at 404 General Hardee Square. Our neighbors Duncan and Heather Harding, and are requesting a variance for construction in their backyard.

We reside one street over and deal with Duncan from time to time as he serves our neighborhood board. While constantly improving their property, we have witnessed firsthand them both being very conscious of protecting the environment in our subdivision as well.

We both wholeheartedly have the confidence in them to support this request.

If you have any questions feel free to call us at 330-283-7757.

Thank you

Jack and Andrea Winterton


Variance Application at 506 Telfair Park, Peachtree City, GA 30269

February 17, 2019

TO:

Peachtree City - City Council

FROM:

Rich and Doreen DePastino
400 General Hardee Square
Peachtree City, GA 30269

RE:

Pool Construction
Duncan and Heather Harding
506 Telfair Park
Peachtree City, GA 30269

To Whom It May Concern,

We are neighbors of the Harding's and in full support of their request to build a pool in their yard. They are great neighbors and we know that they will supervise the construction, so it is completed in a professional and timely manner. Any other construction needed to complete the pool is fine with us.

If you need any additional information, please contact us.

Sincerely,

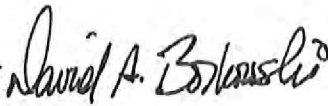

Rich and Doreen DePastino
(470) 313-0096

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: Jonathan N. Rorie, City Manager 

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

DATE: April 10, 2019

SUBJECT: Abandon Drainage Easement – 300 Turnbridge Circle
April 18, 2019, City Council Meeting

Recommendation:

Staff recommends that City Council approve the request to abandon the drainage easement on 300 Turnbridge Circle, with the condition that the property owner pays for the necessary survey costs.

Discussion:

Staff received an inquiry on if a pool could be built in the back of the aforementioned lot. Staff noticed that there was a twenty-foot drainage easement along the rear of the lot (Attachment 1). Staff informed the owner that the ordinance prohibited the building of a permanent structure in an easement dedicated to the City.

Staff inspected the lot and determined that there were no stormwater pipes or drainage features on the lot; therefore, there was really no need for a drainage easement. It appeared that the easement was platted in error. Staff informed the owner of the above findings.

Staff supports the request to abandon the easement if the owner pays for the survey costs to re-plat and record this lot without the drainage easement.

Budget Impact:

This item will have no budgetary impact.

Attachment 1
Final Plat

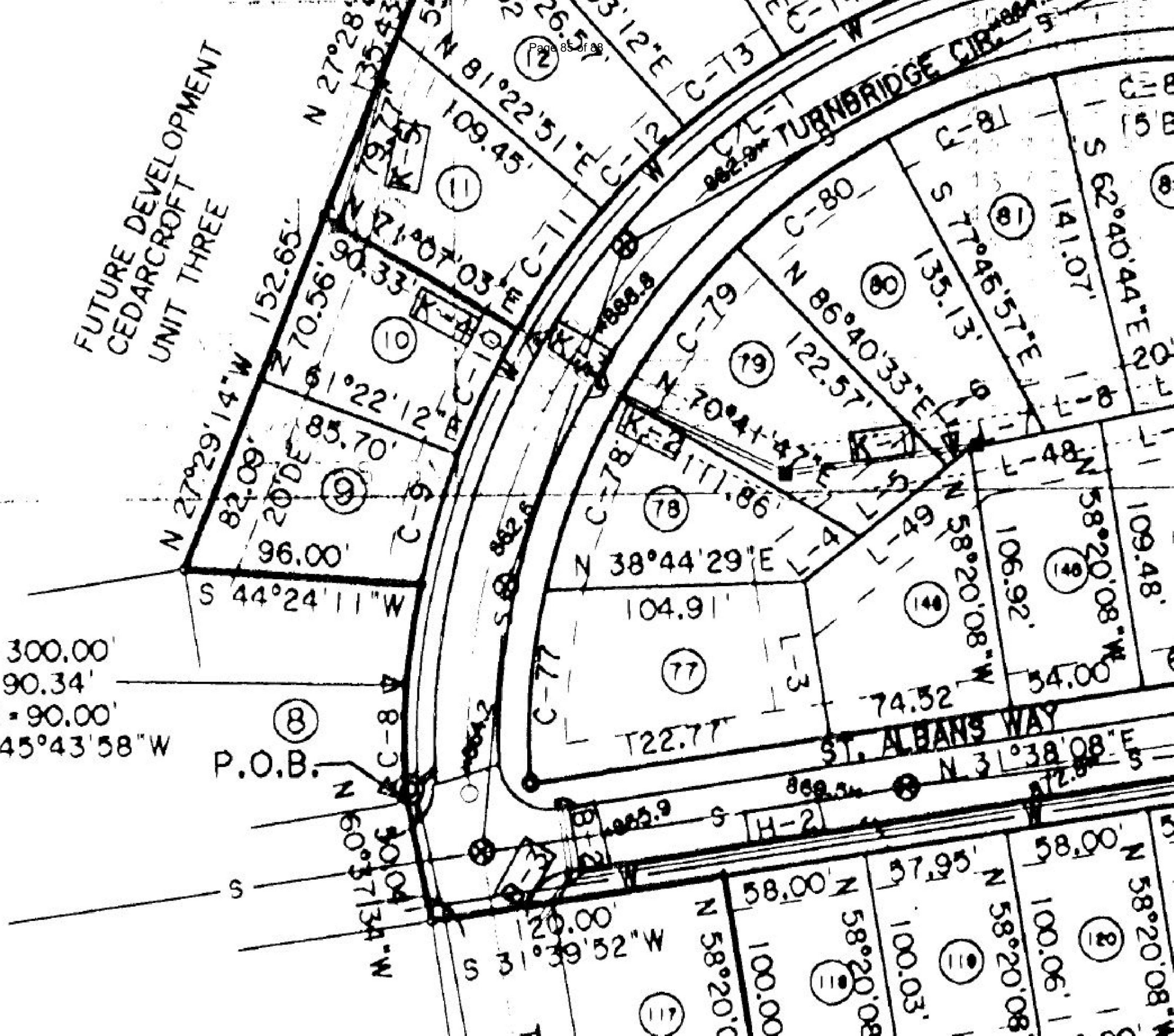
FUTURE DEVELOPMENT
CEDARCROFT
UNIT THREE

R = 300.00'
L = 90.34'
CH = 90.00'
N 45°43'58"W

P.O.B.

TURNBRIDGE CIR

ST. ALBANS WAY



CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council
VIA: Jonathan N. Rorie, City Manager 
FROM: Betsy Tyler, Public Information Officer/City Clerk
DATE: April 11, 2019
SUBJECT: Consider Revised Indemnification Resolution
April 18, 2019, City Council Agenda

Recommendation:

That Council consider the attached Revised Indemnification Resolution.

Discussion:

Each year, Council adopts a resolution indemnifying officials and employees and agreeing to defend and pay judgments rendered against them for acts or omissions performed or neglected to be performed by them in the course of their employment or association with the City. This indemnification does not apply to individuals who act outside of the scope of their duties or authority, or act oppressively, maliciously, corruptly, or without authority, nor does it apply to City authorities that function autonomously and have their own liability coverage.

The proposed revision includes providing coverage for legal expenses in cases when a City official or employee has been defamed in a public media outlet or otherwise slandered or libeled to the public so that a valid claim for defamation can be filed under Georgia law.

In addition, the proposed revision provides for the City to seek reimbursement for legal costs incurred in the successful pursuit of a defamation ruling from the party or parties committing the defamation.

Budget Impact:

Other than as outlined, legal representation for this type of claim is included under the umbrella of the City's Liability Insurance Policy.

Attachment

**CITY OF PEACHTREE CITY
STATE OF GEORGIA**

RESOLUTION # _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEACHTREE CITY REGARDING
POTENTIAL LIABILITY OF CITY ELECTED OFFICIALS, APPOINTED OFFICIALS, AND EMPLOYEES**

WHEREAS, the City of Peachtree City is a municipal corporation duly chartered and incorporated by the State of Georgia; and

WHEREAS, as a result of certain decisions by State and Federal Courts, elected and appointed officials and employees of the City may be subject to suits seeking to hold those persons personally liable for damages; and

WHEREAS, elected and appointed officials, employees, and other individuals may be subject to formal complaints under the City Code of Ethics; and

WHEREAS, in the normal execution of their duties, elected and appointed officials and employees of the City may be subject to unwarranted public defamation when formal complaints are unwarranted; and

WHEREAS, the City Council deems it to be in the best interest of the City to indemnify, defend, and protect City elected and appointed officials and employees from certain liability,

IT IS THEREFORE, RESOLVED THAT:

The City of Peachtree City shall indemnify, defend and pay any and all judgments rendered against any City elected official or appointed official, ~~{with exception of officials of authorities,~~ which shall be responsible for their respective boards and employees, or employee for any and all suits brought against them for any acts or omissions performed or neglected to be performed by them in the course of their employment, or association with the City.

The City of Peachtree City shall provide legal counsel to any elected official, appointed official, employee, or other individual who is investigated under the City's Code of Ethics ~~{with the exception of officials of authorities,~~ which shall be responsible for their respective boards and employees, for representation before the Hearing Officer, the investigation conducted by the Hearing Officer, and any action taken by Council. Such legal counsel shall be selected by the individual requesting representation and be reimbursed by the City at a rate not to exceed the approved hourly rate of the City Attorney plus 20%.

The City of Peachtree City shall fund legal action on the part of any elected official, appointed official, or employee, with exception of officials of authorities, which shall be

responsible for their respective boards and employees, who has been defamed in a public media outlet (television, newspaper, social media, or other outlet), or otherwise disseminated to the public so as to present a valid claim for defamation under Georgia law. Legal counsel shall be selected by the defamed individual requesting representation and be reimbursed by the City at a rate not to exceed the approved hourly rate of the City Attorney plus 20%. Further, in the event that a defamation suit is settled in the City's favor, the City shall seek reimbursement for the actual legal costs incurred in successful pursuit of the defamation ruling by the person or persons committing the defamation.

The indemnification shall not apply to those individuals who acted oppressively, maliciously, corruptly, or without authority of law as defined under O.C.G.A. §36-33-4.

This resolution shall remain in full force and effect until such time as it may be amended or repealed by a subsequent resolution of the City Council.

SO RESOLVED, in open session assembled pursuant to law, this 18th day of April 2019.

Mayor

ATTEST: _____
Betsy Tyler, City Clerk