

**City Council of Peachtree City
Agenda
March 3, 2016
7:00 p.m.**

- I. Call to Order
- II. Pledge of Allegiance
- III. Announcements, Awards, Special Recognition
- IV. Public Comment
- V. Agenda Changes
- VI. Minutes
December 1, 2015, Workshop Minutes
February 18, 2016, Regular Meeting Minutes
- VII. Consent Agenda
 1. Consider Memoranda of Understanding – Police Special Response Team (LaGrange & Fayetteville)
 2. Consider Budget Adjustment – FY 2016, Building & Grounds Overtime
 3. Consider Budget Adjustment – FY 2016, Funding for AED Replacements
 4. Consider Amendment to Budget Resolution – FY 2016, Municipal Court
 5. Consider Modification of Sanitation Franchise Agreements – Elimination of Glass Recycling
- VIII. Old Agenda Items
- IX. New Agenda Items
 - 03-16-01 Public Hearing – Consider Rezoning (GI to LUI), Churchill International Property Corp., 725 HWY 74 S
 - 03-16-02 Consider Budget Adjustment – FY 2016, Capital Equipment Purchases
- X. Council/Staff Topics
MacDuff Parkway Construction Update
Ordinance Amendment & Action Preview
 - Ordinance Amendment – Elimination of Glass from Curbside Recycling Requirements
- XI. Executive Session
- XII. Adjourn

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

City Council of Peachtree City
Workshop Minutes
December 1, 2015

The Mayor and Council of Peachtree City met in workshop session on Tuesday, December 1, 2015. Mayor Fleisch opened the workshop at 6:30 p.m. Council Members attending: Terry Ernst, Eric Imker, Mike King, and Kim Learnard.

The purpose of the workshop was to continue discussions on the Path Master Plan and golf cart fees, traffic improvements and infrastructure, and the municipal broadband initiative.

FY 2015 Budget Review

Rorie said the idea for the workshop was to look at the individual topics and how they were interconnected. He began the presentation with a review of the FY 2015 budget, reminding Council that the budget numbers were unaudited. The idea of looking at the topics and making recommendations was to engage the citizenry, giving them the opportunity to provide feedback to Council and staff.

The majority of the City's revenue came from ad valorem (property) taxes (37.6%) and the Local Option Sales Tax (LOST) (19.9%), totaling 60%. Taxes for a \$269,000 property cost the homeowner approximately \$60 each month. For that \$60, property owners received a variety of services, including Police, Fire/EMS, Buildings and Grounds, Engineering, Building, Finance, Administrative Services, and Public Works, which was not a bad deal, according to Rorie.

During the FY 2016 budget process, the focus was on street resurfacing and cart path maintenance (annual targets were \$2.5 million in paving and \$665,000 in cart path resurfacing), Rorie said. Council had been presented with three options on the use of Cash Reserves during the budget process – \$769,000, \$1 million, or \$1.3 million. Staff's proposal had been to limit the appropriation of Cash Reserves at the lowest level based on the assumption that spending would come in under budget. Council agreed, and they selected \$769,000.

A 0.25 millage rate increase was programmed for FY 2017, which changed the financial model going forward in terms of how much money would be needed from Cash Reserves, Rorie said. However, that assumed there would be no changes in the line items, such as no increases in the paving budget and no additional funds would be needed for cart path maintenance. Changing one variable in the financial model changed other things down the line.

Rorie noted that, at the end of FY 2015, there had been \$433,000 more in cash reserves than projected. He continued that it was incorrect to add the overage to the \$769,000 used and assume that \$336,000 in Cash Reserves would be used for FY 2016. It was also incorrect to add the amounts, saying there was \$1.2 million of Cash Reserves to be used. Rorie said neither approach addressed the long-term needs for infrastructure upgrades and improvements. It was bad business to appropriate from the Cash Reserves year after year.

Municipal Broadband Initiative

Rorie addressed the Municipal Broadband Project next, noting the City was still in a strong position. One of the issues was how to provide maintenance responsiveness without pulling from Cash Reserves, which was not feasible. Revenues and expenditures needed to match. It was a visionary decision, and they were still weighing the odds. The City was not in the business of being in business, but private and public goals were different. The concern was demand vs. market, and the market would decide. The competitive environment would provide cost containment.

Municipal broadband had not been considered quickly, but had taken almost a year, Rorie said. The feasibility study was done in February – March 2015, with the business plan development following in April – May. The renegotiation of the cell tower agreements had taken place June – August. The business plan was presented to Council on September 17, and it was accepted by Council resolution. Requests for Proposal (RFPs) were issued for design, construction, materials, and equipment in October. Meetings were held with the various stakeholders in September – October, and the RFP for financing was sent out in November. Rorie said he had asked for a delay in the RFP, and an addendum was sent out. The quotes were not due until January, which was on purpose with staff in the background looking at where the process was going and giving the project its due diligence.

Staff had considered municipal broadband due to the sharply rising costs of meeting current and immediate future data needs and diminishing cable franchise fee revenues. The focus should not be on the loss of the fees, but on the public goals and data demands by the City and the public, Rorie said. Some City facilities were still not connected to fiber, the speed/capacity of the current network was insufficient, and the need for more data capacity/speed was sharply increasing.

The City's particular data needs included GIS/mapping performance for Public Safety and Public Works sites; offsite video backup for the Police Department (not currently done), a central site for camera security systems for facility security, increased wireless bandwidth for facilities, utilization of higher bandwidth internet connections through City Hall internet (to avoid bottlenecks for internet access), reliable access for fire stations and maintenance facilities, and electronic plan submissions for the Building and Fire Departments.

The potential solutions had been to buy/lease more capacity from fiber service providers and pay higher costs or build and operate the City's own municipal fiber optic network, Rorie said. The buy/lease from the provider option would result in higher annual costs for service and would not solve the problem of the revenue loss (more than \$500,000) of the annual cable franchise fee. If the City built its own fiber network, it would have to meet data demands for City operations. It would also provide an opportunity to replace the lost franchise fee revenue, and the City would be able to use the utility as an economic development tool. Finally, it would allow the City would to control the destiny of the infrastructure.

Rorie briefly looked at the Phase I basic assumptions in the business model, saying there would be 22.54 plant miles serving 17 government/education sites at a monthly rate of \$300. There was the potential to serve 11 commercial sites, with monthly fees ranging from \$380 for 100 Mbps to \$14,370 for 5 Gbps. The total number of potential commercial sites was 76. Municipal bonds were recommended for project capitalization, and \$3.23 million would be needed along with three employees. Financial projections showed a loss \$175,772 in the first year of operation, with the potential to show a profit over \$1 million by year eight.

Rorie simplified the break-even point, saying \$1 million in annual revenue would pay the \$365,000 in annual debt service (for \$3.2 million bond) and \$700,000 in operation and maintenance expenses. There were actually 256 potential customers at the target use of 1 Gbps, and only 24 were needed to break even. Rorie continued that the survey led to his gut instinct telling him the project was feasible.

If costs of all the alternatives were equal, it allowed the analyst to focus on the differences in benefits among the alternatives, according to Rorie. If the benefits of all alternatives were equal

or could be presumed to be equal, it allowed the analyst to focus on the differences in costs. Ultimately, it was a "purchase a service or provide a service" decision, Rorie said. He continued that he was not willing for Council to vote on the municipal broadband until he was sure Council should move forward. He asked Council to delay the decision so staff could keep doing their due diligence to ensure the project was sustainable.

Fleisch asked Rorie if he recommended cancelling the 6:30 p.m. Facilities Authority meeting on December 3. Rorie said he did, and he would ask Council to continue the item on the December 3 agenda until January 7.

Imker said he supported delaying the decision. He believed it was a good project for the City, but two things were missing. He had contacted the top four potential users, and none of them said they were prepared to buy service from the City at any level, only that they were interested in it. He wanted to have something in writing, more than a survey, that showed businesses were willing to buy the service. The business plan was impressive, but Imker also wanted to see a program management plan (PMP) that dealt with the cost, schedule, technical performance, and logistical supportability. Every angle needed to be identified and documented. Rorie said that was why staff was recommending due diligence.

Imker said there was a risk to the citizens. If the project failed, the citizens would be on the hook for the \$3 million bond. The City could sell the lines and equipment to help recoup the funds, and the City's best case scenario would be \$1 million left that had to be repaid. It would cost the average citizen \$5 annually over 10 years, which Imker said was acceptable.

Ernst said his major concern was whether or not the City was ready to take on the responsibility of running the business. Rorie agreed, saying it was a philosophical debate in terms of where the City fit into the market. He wanted to ensure the risk exposure was limited, and it was a good decision for the City.

Andy Macke, the government affairs liaison with Comcast, told Council that Comcast appreciated being part of the dialogue. From an economic development standpoint, Comcast had been partnering with the City for a long time in terms of the state of its network, the investment Comcast was making in its broadband infrastructure, and the employment investment Comcast had in the Dividend Drive facility. Infrastructure was critical in attracting new businesses to the City and to grow existing businesses. Their network was second to none in terms of service offerings to business customers, up to 10 Gbps. Comcast had identified a base of 90 customers that fit the profile of a fiber-based service offering. It was a highly competitive environment, and there were at least three other entities in the City – AT&T, NuLink, and Windstream. The price points would continue to go down because of the competition, which the City needed to keep in mind. Employees and pay were another consideration for the payback model.

Macke said Comcast's franchise fees to the City had increased over the last several years. They had been having active talks with the Georgia Municipal Association (GMA) regarding revisiting the franchise fee system to ensure cities could count on the revenue they had on an historical basis. They were looking at a communications tax model, which had been adopted by several states. Macke also noted that other cities that had gone into broadband based on similar analyses, and they found their upfront costs had doubled.

Peachtree City Multi-Use Path Master Plan

Rorie noted that the path system was the City's number one amenity, and it set Peachtree City apart from every other city in the country. The current system had more than 97 miles of paved paths, 29 tunnels, 35 multi-use bridges (carts and pedestrians), and 177 at-grade crossings.

The cost of materials only to pave a mile of path was \$73,000. In FY 2014, five miles were paved at a cost of \$365,000. Six miles were paved in FY 2015 at a cost of \$440,000. In FY 2016, nine miles would be paved at a cost of \$665,000. Rorie added that the goal was to pave nine miles every year of paths rated below 80 on the scale (paths and roads rated from 0 – 100).

Too often the focus on paths was based only on the paths a person used, Rorie said. He briefly went over the locations to be paved in FY 2016, noting that there would always be root problems. There had also been an audit of the path/mile markers on the system and with 75% of the audit completed, there were 261 markers missing.

Rorie continued that \$665,000 had been budgeted for path maintenance in the FY 2016 General Fund, which would be offset by \$180,000 in golf cart fee registrations at \$15/cart/year. The maintenance plan did not include expansion of the system or bridge/tunnel replacements/additions. The funding was just for laying asphalt.

The recommended ordinance changes for FY 2016 included increasing the resident registration to \$15 per year or three years for \$45. Out-of-City registration and user fees would increase to \$115/year. The reciprocity with Tyrone would be eliminated. The fines for failure to register/update would also increase.

Rorie explained that the increase in the out-of-City fees was similar to the tier rate for the recreation programs. Children living within the City limits paid a \$15 facility maintenance fee. Children who lived outside the City paid a \$25 facility maintenance fee. If the children lived outside the County, the fee was \$50. The maintenance fee was based on tax participation.

The increase in fees for residents in FY 2016 would garner more than \$495,000 (11,000 X \$45), with the fees for 2017 and 2018 deferred to those years. Fees for non-residents (1,000 X \$115) would provide \$115,000 (\$345,000 over three years). The total estimate for three years was \$840,000. Rorie questioned whether that was enough to do the job.

The Multi-use Path System Master Plan was last updated in October 2010, Rorie said. The plan identified 59 new path projects totaling 24.61 miles, five new multi-use bridges/tunnels, and 10 new tunnels to replace existing corrugated metal tunnels. The estimated cost in 2010 was \$15.3 million, but the real cost would be more.

The paths were prioritized in the 2010 master plan using an evaluation matrix, including connectivity, design and construction, safety, and funding, Rorie said. The cost of the proposed new paths had increased, including Huddleston Road, SR 54 West to Dividend Drive (#50 with estimated 2010 cost of \$97,109; new estimate of \$159,319); Crosstown Drive (#24 with 2010 estimate of \$24,000; current estimate of \$376,677); and SR 54 East, Robinson Road to Carriage Lane (#11 2010 estimate of \$61,000; current estimate of \$95,950).

Multi-use path bridge projects included SR 74 multi-use bridge and path, Crabapple Lane to Kedron Office Park (rated #1); SR 54 east multi-use bridge and path at Lexington, Lexington Circle to Peachtree East Shopping Center (#9, estimated cost – \$1.5 million); SR 54 East/Lake Peachtree bridge (#16 \$470,000 for widening, \$650,000 steel truss bridge); SR 54 West multi-use

bridge and gateway feature, MacDuff Shopping Center to MacDuff Parkway (#54, \$800,000 for land; \$2.5 million bridge); and there was a need to consider a bridge at Crosstown Road.

Corrugated metal pipe multi-use tunnels needed to be replaced in 10 locations, including Windgate Road, McIntosh Trail, and Crosstown Drive, with a replacement estimate of \$6 million.

Rorie discussed possible funding mechanisms, saying registration fees would bring in an estimated \$840,000 over three years. A millage rate increase of 0.50 mills would bring in \$928,000 annually or \$2.8 million over three years. An increase of 0.65 in the millage rate would bring in \$1.206 million each year or \$3.6 million over three years. An increase of one mill would bring in \$1.856 million annually or \$5.6 million over three years. Rorie noted that a millage rate increase was the least effective way to get funds for the paths.

Rorie said there were talks concerning a 1% Special Purpose Local Option Sales Tax (SPLOST) from 2017 – 2021, which would bring in an estimated \$6.9 million to \$7.8 million per year or a total of \$20.7 million based on the current Local Option Sales Tax (LOST) formula of 30.4%. An additional 1% to the City would be an estimated \$220,000 per year (31.4%). He recommended increasing the millage rate first, rather than waiting to see if a SPLOST was approved by the voters, then increasing the millage rate if the referendum failed.

Staff recommended Council consider approval of the proposed ordinance amendments regarding registration fees, consider an increase in the millage rate in FY 2017 between 0.650 and 1 mil (rate to be determined by paving and traffic improvement decisions), and consider placing a SPLOST vote on the ballot in November 2016 with the caveat that the FY 2016 millage rate could be reduced in FY 2017 if approved, Rorie said.

Imker said he had been thinking about this, and he recommended there be no millage increase until after the SPLOST vote was on the ballot. The revenue would start coming in halfway through calendar year 2017. If the SPLOST failed, the City should increase the millage rate the next year. Council consensus was a SPLOST was common sense, but the voters needed to be informed regarding how a SPLOST could help the City. Ernst noted that each entity decided how to spend their SPLOST funds, and he did not believe that had been explained the last time a SPLOST was on the ballot.

Learnard said it would be a terrible mistake to increase the out-of-City fees from \$60 to \$115 annually. She suggested \$60 for Tyrone residents and \$115 for everyone else. King said it should be \$115 across the board for non-City residents.

Imker said another reason to wait on a millage rate increase would be the re-registration in 2016, which would add another \$800,000 to cart path paving.

Financial Services Director Paul Salvatore said the City would have the cash up front. However, Salvatore had checked with the auditors, and the revenue would have to be deferred. The City would be upside down the first year and would make it back the next two years. Imker said that took trust. Rorie likened it to a shell game, saying the City would not be collecting enough to balance the books now. This item would be on the January 7 Council agenda.

Caren Russell said she agreed a SPLOST was needed, but the wording on the ballot should be user friendly, and the publicity needed to be done. She suggested Council appoint someone to work on a public relations plan before the election, and for the City to be proactive in explaining how the funds would be used.

Fleisch pointed out that, per state law, the members of Council were not allowed to support the SPLOST. Learnard said Council had an obligation to get the word out to the voters.

Imker, whose term would end December 31, said Council could count on him to help educate the voters. King said the next election should be in an even-numbered year, which would have an 80% turnout of voters.

Keith Larson, Southside Cycle Club, said he had worked with staff to get the City declared a Bicycle-friendly Community. He continued the reality was the path system was multi-use, and there were more pedestrians on it every day. There were more than 25,000 bicycles in the City, and the riders also had "skin in the game." All the areas in the County were becoming interconnected, and it was only a matter of time before there were paths across the County. He asked if it would not be better in the long run to have reciprocity across boundaries, especially with a possible SPLOST. The City was well above the standards for the bicycle network requirements to be declared a "bike-friendly" community, but there were no markings/labeling on arterial streets for bicycles, which made riders feel unsafe when riding bikes to work. He asked Council to think about the future and alternate transportation routes, and the totality of opportunities that could make a big difference moving forward.

Transportation/Highway 54 Projects

Rorie noted the City had approximately 179 miles of roads and streets. An 80 or below rating had been given to 38% of the streets (approximately 69 miles or 362,656 feet). Full Depth Reclamation (FDR) for those streets was estimated at \$21,847,000, or approximately \$320,000 per mile. Not all the roads would get FDR. The funding target for the FY 2016 budget was \$2.5 million (eight miles).

The Gateway Coalition was composed of representatives from the Atlanta Regional Commission (ARC), Fayette County, Tyrone, Fairburn and Peachtree City, and its purpose was to look at development along SR 74 North. The City had standards in place, but the standards were different in each area. They did not want to duplicate the I-85 interchange. The Coalition was trying to avoid the same thing happening along the entire corridor. Currently, there were requests to add two lights on SR 74 North, including Kedron South, and one on SR 54 East. The City and the other entities were engaged in the planning and zoning initiatives for SR 74 up to I-85, and they were trying to develop a master plan for the corridor.

One of the key components on SR 54 West was the Coweta County side and Fischer's Crossing. Commercial property created traffic. Four-lane crossings would be limited by the Georgia Department of Transportation (GDOT), and the way to keep traffic moving was to limit the number of traffic lights, which the City was already experiencing on SR 54 West. A restricted-crossing u-turn (RCUT) intersection was planned on SR 74 North that would only allow right turns.

City Engineer Dave Borkowski gave an update on the current projects in development. The green-T intersection at Line Creek/SR 54 West was progressing.

Borkowski discussed the proposal for the MacDuff Parkway/SR 54 West intersection, noting staff had met with MacDuff area residents and GDOT several times regarding the upgrades. The problems included an inadequate southbound lane from MacDuff onto SR 54, an inadequate left turn lane for future demand from SR 54 onto MacDuff, and a crosswalk location on MacDuff in the shopping center area that did not meet current standards. GDOT had expedited the review of the draft plans, and staff was preparing the final construction plans, which should be completed by December 11. Construction easements would be needed. All the work was

being done between the curbs, and no widening would be needed. The lanes would be reconfigured to add another left turn lane onto SR 54. The remaining lane would be a straight/right turn lane. The lanes coming out of MacDuff Shopping Center would also be reconfigured to include a left-turn lane onto SR 54 West and a shared straight/right turn lane. The median at the intersection of MacDuff Parkway with the access road/Zaxby's and Discount Tire would also be shaved.

The proposed changes at the Planterra Way/SR 54 West intersection included taking out the grass median on Planterra Way and adding a dedicated left-turn lane, as well as a dedicated straight lane and right-turn lane. Learnard said the City would be rewarding bad behavior of the drivers who cut through Planterra to get to SR 54 West. Borkowski said they would still have to sit at the light since GDOT's priority was to keep traffic on the state road moving, not to move traffic on the side streets.

Borkowski continued that the final construction plans should be completed by December 11, and construction easements would be needed from Home Depot and Walmart. The median improvements had been broken out separately and had been approved by GDOT. The permit was being processed. The changes would eliminate the split-phase operation of the traffic signal. The median on SR 54 would be shortened to allow more ease in making the left turn from Walmart.

Commerce Drive/SR 54 was the next intersection Borkowski reviewed, saying it was currently difficult to turn left on SR 54, and there was inadequate storage for the left turn lane from SR 54 onto SR 74. In 2014, there had been 19 wrecks at the location, with three involving right turns exiting Commerce Drive and seven involving left turns exiting Commerce Drive. One vehicle crashed making a U-turn at Commerce Drive. Eight of the accidents were rear end collisions on various approaches.

Borkowski said staff had recommended Commerce Drive be made a right-in/right-out/closed median and to lengthen the SR 54 West left turn lane. In addition, a signal was recommended at SR 74/Westpark.

Borkowski continued that staff met with property owners in the Westpark area and their engineer. The most repeated comments included they did not want the median closed, a left turn was needed into Westpark from SR 54, and an alternate egress was needed if the left turn out of Commerce Drive was restricted.

The owners' concepts included a traffic signal at the intersection, which would provide full access to Commerce Drive and address safety concerns at the intersection. However, the minimum spacing requirements for signals would not be met, and there would be the potential for congestion between the proposed signal and the SR 74/SR 54 signal.

The owners also considered a continuous green-T intersection, which would provide full access to Commerce Drive with parcel egress to the Northlake Drive signal. It also addressed the safety concerns at the intersection. However, the construction costs would be significant, and there were environmental concerns about the impacts of an access road to Northlake Drive.

Borkowski reviewed the last option presented by the owners, which was to make Commerce Drive right-in/right-out only and provide signalized access at a road between the bank and convenience store. This option would provide full access to Commerce Drive and addressed the safety concerns. However, it did not meet the GDOT minimum signal spacing requirement,

would be very costly, and there were environmental concerns about the impact of the access road.

Richard Fangmann, Pond & Company, said if local funding from a SPLOST was used for any of the options, there would not be as much environmental worry. Access roads would have significant costs due to streams, floodplain, and the main sewer line.

Rorie looked at what needed to be done going forward. He suggested discontinuing the landscaping grant on SR 54 West, contracting with the Overlook contractors to shorten the median "nosing" on SR 54 West at Planterra, bidding out the MacDuff Parkway project, bidding out the Planterra Way project, engineering plans for Commerce Drive (with or without a signal), and deciding how to fund the projects (millage increase or SPLOST).

Imker said the Commerce Drive intersection needed to be closed to left turns. It was a dangerous intersection. He understood why the businesses wanted to keep the intersection open. He was interested in the costs of a one-way access road to Northlake Drive.

Rick Lindsey spoke on behalf of the businesses located in Westpark, noting his legal practice was one of them. The owners had asked for police reports for accidents at the intersection. While there had been several accidents at the intersection, none of them had been at a high speed. The businesses were convinced that closing the intersection would have a terrible impact on the value of the properties and the businesses. Westpark was the nicest office park in the area, maybe south of Hartsfield-Jackson Airport, and Westpark Walk was one of the original shopping centers. It was the most visible corner of the City with many vibrant businesses. He encouraged Council and staff to keep working with the businesses and property owners. The safety concerns should be addressed, but not with a solution that had unintended consequences. More time was needed to find a solution that worked for everyone.

Fleisch said the stacking for the southbound turn lane onto SR 74 created the sight issues for people who wanted to turn left onto Commerce, asking if there was anything that could be done to help. Fangmann said there was probably not enough volume for there to be two left turn lanes, but that did not mean it could not be considered. Most of the left-turn accidents were when drivers came out of Commerce Drive. They thought having a left-turn lane onto Commerce was a viable movement. Similar intersections allowed a left-turn into the area, while a left-turn out of the area was not allowed.

Phil Prebor said that improvements at Planterra could have more people cutting through the subdivision. He suggested adding a second left turn lane at Huddleston Road. Fangmann said that had been looked at, but there were other issues with that location. Prebor suggested eliminating left turns on SR 54 West at certain times of the day. Rorie said everything that could be done with signalization and timing had been done. Prebor said he was not talking about timing, but eliminating the left turns. Other municipalities did it to keep the traffic moving. Rorie said there had been some discussion on that, but there were limitations on what the City could do, and there had not been any discussions with the homeowners association regarding that option.

Jeffrey Smith, the traffic engineer who prepared the owners' concepts at Commerce Drive, said the eastbound travelers were turning left on Commerce Drive from SR 54. The SR 54 eastbound counts for the left turns were 188, and they were employees in the office park. Closing the intersection would put more strain on the Northlake/Willowbend/SR 54 intersection, as well as the SR 54/SR 74 intersection as people travelled through there to get to the Westpark entrances off

SR 74. Approximately one-quarter of the traffic from Commerce Drive turned left to go east on SR 54. Smith said he understood why Council wanted to close the intersection, but it was really important to find a compromise to get people over to Northlake. There was good interparcel connectivity, but there was not another good way to get into the area from SR 54 other than a u-turn at Northlake.

Imker said he expected approximately 200 cars to be taken out of the SR 54/SR 74 intersection when MacDuff Parkway was completed, which would help alleviate traffic if the Commerce Drive/SR 54 intersection was closed. Learnard said closing the intersection would provide more storage for the left turn lanes onto SR 74. Rorie said there was storage for approximately eight vehicles, then they were in the straight lane.

King said, if the median was closed, it would be difficult to make a U-turn at the Northlake/Willowbend light. The left turn lane at SR 54/Northlake had only a three-car stack.

Fleisch asked Rorie if staff needed priorities. Rorie said they would going forward. Engineering plans should be done by Christmas, so they could move forward with potential permitting for Planterra and MacDuff. Funding was the issue. He wanted to put both projects out to bid so they would know the actual cost before the February Retreat. Rorie wanted firm costs for the FY 2017 budget process. In addition, Rorie said that staff wanted to discontinue the landscaping grant for SR 54 West, adding there was no way it could be done with all the work planned in the area.

Jay Shively asked if the money had already been approved for the Planterra intersection. Fleisch said only the funds for the engineering had been approved (most of the conversation did not take place near a microphone). Shively asked if there would be another traffic meeting, noting the work on the SR 54 end of MacDuff Parkway would not be done before the completion of the road to SR 74. The cost of doing the work should be much less since the work would be done in between the curbs. Rorie said he did not know what the cost would be. He said staff had to have to plans to submit for the bid process. His concern was the impact of limiting access for that intersection for for 90 days. Learnard recalled that Council had discussed there would be no improvements to the SR 54 end of MacDuff until the road was completed, but now there was a real possibility of the work being done before that. Rorie said until staff had bid documents they were operating on pure speculation.

Shively noted the elimination of the split-phasing at the Planterra Way intersection and asked if the time for the green turn arrows would be longer. Learnard said there would be two lanes turning at the same time from Planterra and the commercial area. Rorie said if both lefts could go at the same time then theoretically 15 seconds would be cut off the time. Fangmann added the time would probably be reduced, and cars going straight or right would be able to bypass the vehicles waiting for the left turn.

Russell asked about back-ups in The Avenue area (questions and answers inaudible as no one used a microphone). She also asked if the right-turn lane from Planterra Way onto SR 54 would have a trigger so that lane could go if there was no one in the left-turn lanes or the straight lane. Borkowski said that had been included in the design, and GDOT asked that it be taken out. Russell asked Borkowski to try again. She continued that the high-wattage street light in the median would be removed to add the second left-turn lane, which would make the intersection very dark. Borkowski said there would not be a median to put it in, so they would have to look at it.

Imker noted the Cash Reserves was projected to be \$2.7 million over the 25% threshold. Some of the traffic improvements were one-time expenditures, and there were funds in Cash Reserves to pay for some of the improvements without hurting the City's credit rating. Salvatore said it was a valid use of Cash Reserves, but it could be a red flag for the credit rating agencies. However, that would be a policy decision by Council. Rorie said the costs would not be known until the bids were received. Imker said he hoped the next Council would use those funds for the traffic improvements.

The workshop concluded at 9:26 p.m.

Pamela Dufresne, Deputy City Clerk

Vanessa Fleisch, Mayor

City Council of Peachtree City
Meeting Minutes
February 18, 2016
7:00 p.m.

The Mayor and Council of Peachtree City met in regular session on Thursday, February 18, 2016. Mayor Vanessa Fleisch called the meeting to order at 7:00 p.m. Others attending: Terry Ernst, Mike King, Kim Learnard, and Phil Prebor.

Announcements, Awards, Special Recognition

Mayor Fleisch declared March as DeMolay Month in the City in celebration of the 97th anniversary of the Order of DeMolay. Members of the Peachtree City chapter accepted the proclamation.

Police Chief Louis Dekmar of LaGrange presented the Peachtree City Police Department with the Gold Standard with Excellence re-accreditation from the Commission on Accreditation for Law Enforcement Agencies (CALEA). This was the eighth time the City's department had earned the accreditation.

Public Comment

Rich Van't Hof addressed Council concerning the dredging of Lake Peachtree. He said the lake was a significant landmark that had added to the aesthetic and property values of the City. He understood that plans were in place to fill with lake with water without a thorough cleaning to the bare lakebed. He noted that property values had significantly declined for those homeowners with rights of usage. He said the cumulative loss of tax revenue for those homes was valued at approximately \$750,000, which meant the City received less in property taxes. He urged Council to restore Lake Peachtree to the beautiful lake it was.

Minutes

February 4, 2016, Regular Meeting Minutes

King moved to approve the February 4, 2016, regular meeting minutes as written. Learnard seconded. Motion carried unanimously.

Monthly Reports

Fleisch noted that Fayette Senior Services had donated two automated external defibrillators (AEDs) to the City, and she thanked them for the donation.

Consent Agenda

- 1. Consider Ordinance Amendment – Police Officer Qualifications**
- 2. Consider Ordinance Amendment – Board of Health Fees**
- 3. Consider Ordinance Amendment – Collaborative/Cooperative Purchasing**
- 4. Consider Approval of AT&T Easement – Petrol Point**

Ernst moved to approve Consent Agenda items 1 – 4. Prebor seconded. Motion carried unanimously.

New Agenda Items

**02-16-03 Public Hearing – Consider Step One Annexation Request, Starr's Mill Academy
Preschool & Child Care, Inc., 1361 Hwy 74 South**

Planning & Development Director Mike Warrix addressed Council. He pointed out this was a Step One annexation application that had been submitted by Starr's Mill Academy Pre-School and Childcare Center. It was an almost-seven-acre tract located off SR 74 South across from the Starr's Mill School Complex, and was adjacent to the City limits at The Gates subdivision. The

property was zoned Agricultural Residential (A-R) in the County, and the future land use map had the property as future office use.

The tract had approximately 450 feet of frontage along SR 74 and had been included in the City's 2014 annexation assessment. If Council approved the initial application, the Planning Commission would then hold a public hearing for the formal annexation application (Step Two) and zoning and make a recommendation to Council prior to Council's public hearing for Step Two.

Jerry Peterson represented the applicants, owners Ramelle and Glenn Dinofer. He said the building was on a 6.7-acre tract adjacent to The Gates. The 11,000 square-foot building was constructed in 2000, and it had been operated as a day care since that time. The current owners purchased the business in 2002. The child care center served 200 children ages six weeks to 12 years. There were 35 parking spaces, and 56,000 square feet of fenced-in play area with well-maintained play equipment. The hours were 6:00 a.m. – 6:30 p.m. The path system and sewer connection would connect through The Gates subdivision.

Peterson continued that the building was on a septic system, and sewer was important. There were 16 bathrooms and a kitchen on a septic tank. There had not been any problems, but getting on sewer would be the right thing for the facility to do. The drainage from the site went through the middle of The Gates, to Meade Field, then down to Line Creek. There was an existing median cut on SR 74.

Senior Planner David Rast had suggested the parcel be zoned Office-Institutional (OI) if the annexation were approved, which allowed for day care centers. A petition had been turned in that had been signed by many City residents. The existing City sign was very close to the site. Having schools on both sides of the highway would provide a nice entrance into the City.

Fleisch opened the public hearing. No one spoke for or against the Step One annexation request.

Prebor recused himself because his wife was employed by Starr's Mill Academy.

King asked where the sewer line would go. City Engineer Dave Borkowski said public sewer existed in a cul-de-sac in The Gates, which was 200 feet away from the property line.

Learnard moved to approve advancing the Step One annexation application for the Starr's Mill Academy tract. King seconded. Motion carried 4-0-1 (Prebor).

02-16-04 Consider Approval of NuLink Contracts for Fiber Lease & Internet Services

Financial Services Director Paul Salvatore went over the contract highlights, saying the pricing was fixed for five years with 1.5 GB of internet access at \$1,850/month and the dark fiber lease at \$5,860/month. If the City chose not to renew the agreement for each year of the five years, the fees for the remainder of the time would be due to NuLink, so they could recoup their capital costs. The City would own and manage the network equipment. The agreement included new locations not currently served by fiber, including Fire Station 83, Glenloch Recreation Center, and the Public Works maintenance building. Installation was expected to be complete in 60 days.

The operational impact of the agreement would be an increase from 100 MB to 1.5 GB (15 times the current speed) for internet access. The bandwidth would increase from 100 MB to what the

City's new equipment would handle (a 40 GB maximum). The City would have full control over bandwidth between City facilities. The network structure would be less complicated since NuLink would remove their current switches. The network would be more secure since the fiber would not be shared.

Salvatore continued that the City had budgeted approximately \$87,000 for services as staff had anticipated an upgrade this year. The NuLink contract would cost \$92,520 annually, which included the three additional facilities. The additional \$5,000 would be easily absorbed in the City's operating budget. No budget amendment would be necessary to go to the higher service level.

Salvatore said staff recommended approval of the contract for services with NuLink as presented in the Council packet.

Learnard asked if there were any warranties. Salvatore said NuLink was responsible for maintaining the fiber in the field. The service level would be the same the City would have if municipal fiber had been built. The City was responsible for the equipment in the building that controlled the fiber.

Fleisch confirmed the Water & Sewerage Authority (WASA) on SR 74 South already used NuLink, and the pole barn at the Peachtree City Athletic Complex (PAC) would be added. Salvatore said they were all adjacent so it would be a short run.

King said the City would save quite a bit for the amount of service it would get. He thanked staff for all their work, saying it had led to the best outcome for the City for the next 10 years.

Prebor moved to approve New Agenda item 02-16-04. Ernst seconded. Motion carried unanimously.

02-16-05 Consider Approval of Bids for Networking Equipment & Installation

Salvatore said an upgrade to the City's equipment would be needed to handle the faster speeds, adding the same situation would exist if the City had built its own broadband. The City's consultant, Allen Davis of Community Broadband, handled the bid process for the equipment. Bids were sent to eight vendors, the bids were placed on the City's website, calls were received from several vendors, but only two responses were returned. Cpak Technology Solutions submitted a bid of \$209,178.19 (the lowest bid; Cpak provided the City's IT services), and Presidio Networked Solutions, LLC, submitted a bid of \$229,862.59. Salvatore recommended Council accept the low bid.

Salvatore continued that it was very important to have the equipment installed and configured by the same firm that would manage and operate the equipment – there would be no finger-pointing among vendors if there were a problem. Staff highly recommended acceptance of the brand-name quote from Cpak for those services. He said Cpak had demonstrated competitive pricing.

The staff estimate for network equipment and installation was \$365,000, or debt service of \$73,000 per year if financed for five years. The actual cost would be \$262,768 for equipment and installation. The debt service would be \$40,000 per year, if financed for seven years. Salvatore added that the equipment should last seven and one-half years. The FY 2016 debt service budget included sufficient funds to handle the remainder of the fiscal year without budget

adjustments. Budget adjustments would be needed to recognize the full equipment cost and to offset loan proceeds.

The budget impact for FY 2017 and future years would be positive, Salvatore said. The five-year model included \$266,000 debt service for broadband equipment and installation, and that had been reduced to \$40,000. Salvatore pointed out the expenses incurred in municipal broadband financing would not go to waste because the bank that won the financing bid had agreed to repurpose the loan for FY 2016 equipment purchases. Salvatore added that debt financing would be on the March 17 agenda, which would wrap up broadband as well as the remainder of capital equipment purchases.

Several debts would be retired soon, Salvatore continued. The debts included the 2001 Bricks & Mortar loan with \$416,934 in annual debt service retiring on December 1, 2016; Highway 54 land purchase with annual debt service of \$86,880 retiring June 15, 2017; the 2003 General Obligation bond retired on January 1, 2018, with an annual debt service of \$198,816; and the Library General Obligation bond retired on January 1, 2019, with an annual debt service of \$427,708.

Ernst moved to approve New Agenda item 02-16-05, bids for networking equipment and installation. Prebor seconded. Motion carried unanimously.

02-16-06 Consider Spear Road Project Change Orders

Borkowski said the contractor was ready to finish the work on Spear Road, which included paving and installing a guard rail. The change orders totaled \$51,040.21 for additional paving, grading, and the guard rail.

Borkowski showed an overhead view of the road, noting that the road would have a patchwork effect, with new paving in the area of the culvert replacement, old and deteriorated pavement (180 feet heading towards the City limits), and then new pavement in the County. The new paving would be needed fairly soon anyway, and staff wanted to take advantage of the contractors already being on site. If Council approved the change orders, the contractor said they would work through the weekend and should complete the project by March 1. The completion date staff had advertised was March 15, so the project would be completed early.

Learnard moved to approve New Agenda item 02-16-06. King seconded. Motion carried unanimously.

Council/Staff Topics

Update on Convention & Visitors Bureau Activities

Convention & Visitors Bureau (CVB) Executive Director Jennifer Johnson gave an update on the CVB's activities. Johnson added she had taken the executive director position four months ago, and it was close to the mid-point of the fiscal year. Some of CVB's goals and strategic plans had changed, and there were new staff members and board members. Staff members included Johnson; Eric Matos, group sales manager; Nikki Sheets, marketing and communications; John Harttett, Southern Hollywood Tour driver; Karen Dorsey, payroll and Visitor Information Center; and Carrie Cotrill, Visitor Information Center. The board members included Mike Regli (hotel/motel representative and new chairman), Vendo Toming (tourism professional), Jonathan Fralick (Tennis Center), Hope Macaluso (Airport Authority), Mike King (City Council), Eric Snell (Recreation & Special Events Advisory Board), Scott Porter (retail), and Rick Adlington (hotel/motel alternate).

Johnson noted the purpose of the CVB:

The Peachtree City Convention and Visitors Bureau is our City's Destination Marketing Organization (DMO) which means, in many ways, we are Peachtree City's marketing agency. The Peachtree City Convention and Visitors Bureau is designed to spearhead the proactive, strategic, visitor-centered economic and cultural development of Peachtree City by reinvesting a portion of the visitor-paid room occupancy tax back into the promotion and marketing of Peachtree City.

The CVB promise was:

To fuel the local business climate and broaden the local tax base by attracting and serving visitors as a means of bringing money into the community, generating personal income, jobs, and tax revenue by marketing and ensuring Peachtree City as a destination.

The CVB vision:

The Peachtree City CVB is the heart, soul, and energy of Peachtree City as a destination. It's the defender of Peachtree City's image to newcomers and promoter of its unique sense of place.

Johnson continued that the CVB's varied program of work had been constructed by the CVB staff and approved by the CVB Board of Directors, which was appointed by City Council. All work was evaluated to support the goal and mission of the CVB, which was ultimately to bring visitors to the City and increase the City's hotel/motel tax income. They were trying to get their work and duties more in line with a traditional CVB, rather than a quasi-governmental entity due to the split duties of the previous executive officer, who had also served as the director of the Frederick Brown, Jr., amphitheater (The Fred).

The overarching goals for 2016 included targeting and attracting visitors to the City, encouraging visitors to spend (more) money in the City, ensuring consistent brand messaging about the City, helping to make sure the product delivered on the promised experience when visitors got here, and securing adequate resources for the above efforts.

The strategic objectives included updating and adapting the destination branding and positioning of the City, developing a messaging platform that engaged target audiences, engaging in conversation with partners and elected officials about a long-term strategy for increasing income for the City and insuring resources to further the CVB's mission, educating and engaging the community to assure the CVB was regarded as an essential component of a healthy and vibrant economy, supporting and working with lodging partners to create a new and innovative sales strategy, and providing exemplary hospitality services for groups and individuals.

Efforts to educate and engage the community and the CVB's shopping/dining/lodging partners included visiting and presenting. Hotel visits were conducted monthly, and presentations were being made to groups such as Retired Leaders Enriching and Nurturing the Community by Offering Resources and Experiences (ENCORE) and Leadership Fayette. A Calendar of Events was sent out monthly for alerts and participation in promotions. Staff was attending conferences and educational opportunities provided by Destination Marketing Association International (DMAI), Governors Tourism Conference, and the National Tour Association (NTA).

To provide hospitality services to groups and individuals, a Mobile Visitor Center golf cart was purchased and outfitted to engage visitors at sporting events, conferences, and other events in the City. A familiarization tour (FAM Tour) was set for the Georgia Department of Economic Development staff for new eateries, the Dixie Wing Museum, the Amazing Escape Room, a look at the Crown Plaza plans, and more.

Learnard asked how the marketing was changing. Johnson said the efforts in marketing had been fractured, with four or five people making ad campaigns. Staff had taken that in-house to make it uniform. Johnson said she had spoken with Recreation & Special Events Administrator Cajen Rhodes regarding the sports focus, and the community was the priority for the City's sports fields, with the events filling in the gaps between the community's use of the facilities. The focus of the CVB needed to be more targeted. Meetings and conventions could fill the City's hotel rooms all the time, and it was a better use of the marketing money.

Learnard asked who was taking care of the social media, and Johnson responded she was able to do that. Now that the executive director position was full-time, there was time to refine the message. Two other positions had also been half-time with the CVB and half-time with the Fred. The CVB changes were good for the City.

Report from Spray Park Exploratory Team

Recreation Administrator Cajen Rhodes addressed Council, noting the committee had formed in August 2015, and in addition to himself, the members included Quinn Bledsoe, programs manager; LaRoya Scott, Recreation & Special Events Advisory Board; and residents Erin McDowell, Laura Thompson, Jolene Robichaux, Will Harper, and Jed Munford.

The committee's goals had included determining if a spray park would be a popular feature in the community, finding an ideal location with accessibility, ensuring sustainability through user fees, providing realistic operating expenses including staffing, and reporting back to Council in February 2016.

Rhodes continued that usage and revenue had been going down at the Glenloch pool since 2012. The revenue in 2012 had been \$6,773, and there had 2,470 users. In 2013, there were 1,913 users and \$5,468 in revenue. Users in 2014 numbered 1,826, with \$6,166 in revenue. In 2015, 1,501 users brought in \$5,489 in revenue. In his opinion, the decline was due to the need to update the facility. The building, restrooms, tennis courts, and basketball courts had been renovated. A great deal of money was spent on the soccer fields, and a pre-bid meeting to resurface the tennis courts had been held earlier that day. There had also been a bid opening that day to improve the playground at the facility.

McDowell reported that the members had surveyed 11 cities, with a total of 28 splash pads. She noted some of the cities surveyed were similar in size and income than Peachtree City. The questions ranged from cost, staffing, days open, fees, satisfaction, and population. All of the communities had been satisfied with the community investment, and most said they would build more if they had the money. Some did have the money available, and they were in the process of building more. Three points were very clear – higher entrance fees should be charged, an existing pool should not be eliminated (charge extra to get into the splash pad; add features to add interest), and concessions should be sold. After reviewing the various facilities, the team selected Glenloch Recreation Center as the proposed venue.

Robichaux presented the team's three options for Council to consider. The first option was to repair the immediate needs at Glenloch, which included installing three new ladders for \$2,340;

adding tables and a shade structure, \$4,700; adding stairs with a handrail, \$4,500; repairing the non-functioning baby pool, \$5,000; and adding a slide (optional), \$20,000. The total for the repairs was \$36,540.

Option 2 was converting the pool to the Glenloch Spray Park, with a total project cost of \$310,200. The design would include demolishing the large pool, and utilizing the existing space within the current fence, which was approximately 9,700 square feet, allocating 2,800 square feet for "private party" spaces, and having a wet play area of 3,600 square feet. The turnkey cost estimate was \$230,000, which included a design and engineering packet for Department of Environment Health and Building Department approvals; 3,600 square feet of wet-play deck using two colors and approximately 6,100 square feet of dry deck; all spray effects, water management and automation system for 380 gallons per minutes of sustained flow; and installation. The age cap for a spray park usually was 10 – 12 years. Some of the cons were that the City would lose Glenloch's pool for swim lessons and summer camps, which could create overcrowding at the Kedron pools.

Option 3 was a hybrid of Options 1 and 2. The design would add 1,200 square feet of splash pad, 600 square feet of concrete decking and moving/additional fencing. The splash pad would include a treated water management system and automation for 290 gallons per minute of sustained flow, separate party space amenities, a pool slide, and pool steps. The turnkey cost estimate for the splash pad only was \$150,000. The total project estimate, which included the necessary repairs in Option 1 and resurfacing of the pool during construction, was \$288,340.

Bledsoe looked at the cost of the options, noting the cost of repairs without the addition of the splash pad (Option 1), was \$36,540. The cost of pool demolition and building a spray pad was \$310,200 (Option 2). It included the additional paved parking (\$51,000) and pool demolition (\$8,000), addition of shade/benches (\$6,000), tables (\$10,200), and more fencing (\$5,000), as well as estimated cost to build the spray pad (\$230,000). The estimated construction cost for Option 3 (the hybrid of Options 1 and 2) was \$288,340. It included the all the repairs from Option 1, additional fencing at \$10,000, \$51,000 for additional paved parking, \$29,000 for resurfacing the large pool, and construction cost of the spray park at \$150,000.

McDowell said the committee recommended Option 3 because it appealed to a wider variety of ages, helped gain sustainability at Glenloch Pool, added to the overall appeal of the Glenloch recreation facilities, and would enable the City to continue offering swim lessons at Glenloch, as well as absorb the lessons from Pebble Pocket Pool. The location was central for golf cart access, had space for ample parking, and would appeal to a wide variety of age groups with the pool and splash pad. She said it would be a positive impact to the community, offering activities for young and old.

Rhodes asked Council to consider including Option 3 in the FY 2017 budget discussions.

Learnard and King thanked the committee for the presentation, and Fleisch thanked the volunteers for their time. Learnard wanted to start looking at the operating costs.

Bledsoe briefed Council on the revenue and expense projections for Option 3. The 2015 actuals for Glenloch included a total of \$9,007 for admissions and lessons. Expenses were \$18,090, so there was a 50% cost recovery.

The expected cost recovery with the splash pad addition was 71%. Revenue from admissions, lessons, and rentals was expected to be approximately \$15,496, with expenses expected to be

\$21,756, which included staffing and pool chemicals. Bledsoe said admission revenue was expected to double, which was a conservative estimate. She continued that Kedron had 11 birthday party rentals during the summer months in 2015, and it was only available on Saturday and Sunday. Glenloch's party rentals would be available during operating hours as well as after hours. Pebble Pocket pool had two private parties in 2015.

Bledsoe said the expected admissions revenue with Option 2 (splash pad only) was \$10,978 plus another \$1,000 for rentals, with expenses of \$20,224. The estimated cost recovery was 50%. Admission revenue should double.

Bledsoe continued there were no other private or public facilities similar to a splash pad in Fayette County. It would draw a younger population and would be very appealing to young families, especially with the repairs to the baby pool.

King asked if the parking lot would be oriented for golf cart parking, taking care of City residents first. Bledsoe said the gravel lot proposed for paving had been used for golf cart parking during the Back to School Bash, and it held many golf carts. Fleisch asked about the summer camps held at Glenloch. Bledsoe said the camps used Glenloch pool three days a week in the summer, and 60% of the parents chose the City camps because swimming was onsite. The potential for rentals would be great.

Learnard noted that Option 1 had not included pool resurfacing. Bledsoe said there would not be any basic construction with that option. There would be in Option 3. The pool would need resurfacing in a few years, but it would be more appropriate to do it during the construction.

Prebor thanked everyone for their work and the information, saying Council had a lot to work with.

Rhodes then discussed the closure of Pebble Pocket pool, saying a minimum of \$40,000 in repairs were needed before the pool would be operational. It had only lasted this long because people had put in a lot of hard work and dedication to make it last. A new pool cover was needed at a cost of \$8,100. The estimated cost of demolition was \$8,000. Since 2011, Pebble Pocket had only been open for swim lessons and pool parties. Staff recommended demolishing the pool but leaving the building, which housed restroom facilities, which would provide options for the prime recreation area later. The pool was built in the 1980s or earlier and was the second-oldest pool in the City. Rhodes showed photographs of the issues with the pool.

Fleisch noted the City owned the large field behind the pool, adding there was the potential for a lot of things to be done at the location. She asked if Council needed to vote on it.

Rorie said Council would not need to vote. Staff and the Recreation & Special Events Advisory Board had looked at the issue. The recreation master plan included centralizing parks across the City. The City could either spend money doing a little bit of work on several facilities, or focus on the quality of fewer but better amenities. Rhodes added the Splash Pad Exploratory Team had given serious consideration to Pebble Pocket, but there was limited parking at Pebble Pocket, and the pool would have to go anyway. Rorie said the City needed to at least start making repairs at Glenloch, especially with the baby pool.

Prebor asked if those repairs could be done right away. Rorie said they would bring it back to Council once a funding source had been identified.

Rhodes discussed the Interlochen "Old Mill" Park project, pointing out that the open roof of the structure was rotten, all the concrete was black, the rocks were always painted with graffiti, the picnic table was in bad shape, a tree was getting ready to fall into the creek, and there was a bench located in the stormwater runoff area. The park was only accessible by via cart path. Staff's goals for the park were to remove all the rotten wood; pressure wash everything including the concrete, columns, and rocks; paint the structure, table, and benches; remove the problematic tree and bench; and put measures in place to help with erosion.

Rorie said staff had been asked its goals in 2012, and the answer had been "green and clean." It was taking time, and he commended staff on their programming and process to keep things moving forward.

Executive Session

Learnard moved to convene in executive session for pending or threatened litigation at 8:46 p.m. King seconded. Motion carried unanimously.

Learnard moved to reconvene in regular session at 9:18 p.m. Prebor seconded. Motion carried unanimously.

There being no further business, King moved to reconvene in regular session at 9:19 p.m. Learnard seconded. Motion carried unanimously.

Pamela Dufresne, Deputy City Clerk

Vanessa Fleisch, Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: City Council and Mayor

VIA: Jon Rorie, City Manager 

FROM: Janet Moon, Chief of Police 

DATE: February 26th, 2016

SUBJECT: Special Mutual Aid Agreements – Special Response Teams (S.R.T.s)
City Council Agenda – March 3, 2016

Recommendation:

Staff recommends that all existing Special Mutual Aid Agreements between the Peachtree City Police Department and the below listed agencies be approved.

Discussion:

The appointment of a new Chief of Police within the Peachtree City Police Department requires that new mutual aid agreements be executed to replace existing agreements with the following agencies:

Fayetteville Police Department S.R.T.
LaGrange Police Department S.R.T.

Budget Impact:

There is no budget impact concerning this agreement.



MEMORANDUM OF UNDERSTANDING SPECIAL MUTUAL AID AGREEMENT SPECIAL RESPONSE TEAM (S.R.T.)



BACKGROUND:

1. This agreement is between the City of **Peachtree City Police Department** and the City of **Fayetteville Police Department**.
2. It is hereby recognized that it is the policy of the undersigned law enforcement agencies to exist in and provide for positive and mutually beneficial public safety services with one another for the benefit of the citizens in our respective jurisdictions.
3. The undersigned departments further state that they shall provide to one another that assistance which may be required in critical and emergency situations to ensure that the requesting agency is capable of performing its public safety function as mandated by law.
4. The assisting agency shall consider its personnel to be operating in an on-duty capacity and as such shall provide for its employees life and workers compensation insurance as if the employee were on a normal and routine tour of duty.
5. This agreement encompasses an immediate benefit of substantially increasing the trained personnel and specialized equipment resources of each jurisdiction with no initial cost. This combined effort to share existing resources and personnel, as well as unifying the command of the S.R.T teams under one command, provides a substantial financial benefit to both cities.

SCOPE:

1. In the spirit of this cooperation, the Fayetteville Police Department agrees to provide personnel and resources to the **Peachtree City Police Department's Special Response Team** under the conditions listed in this document. From this point forward, when referring to the "**Special Response Team**," the reference is for both Peachtree City and Fayetteville Police Department officers on a consolidated team. Any reference to "**S.R.T. Commander**" refers to the **Peachtree City Police S.R.T. Commander**.
2. First and foremost, the officers assigned to the **Special Response Team** under this special mutual aid agreement are vested with the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are employed (OCGA 36-69-4).
3. The **Peachtree City Police Department's S.R.T.** and **Fayetteville Police Department** agree to combine S.R.T. operations, equipment, training, and command into one unified team under the command and control of the **Peachtree City Police Department's S.R.T. Commander** as designated by the Peachtree City Chief of Police.
4. The **Peachtree City Police Department** and **Fayetteville Police Department** agree to make all reasonable scheduling efforts to ensure mutual attendance at scheduled S.R.T. training exercises and emergency call outs as required by the Standard Operating Procedure of the Peachtree City Police Department S.R.T.



MEMORANDUM OF UNDERSTANDING SPECIAL MUTUAL AID AGREEMENT SPECIAL RESPONSE TEAM (S.R.T.)



STRUCTURE:

1. All personnel assigned to the S.R.T. will be under the supervision and control of the **S.R.T. Commander** when related to S.R.T. training and at any S.R.T. call out incident.
2. The **S.R.T. Commander** will select a Team Leader from all members based on tenure, performance and qualifications. If the appointed Team Leader is from Peachtree City, then a Fayetteville Police Department Officer on the team will be appointed as a liaison. The liaison will be responsible for assisting with communication and logistical needs between Fayetteville PD administration and the SRT Commander. The Team Leader will continue to report directly to the S.R.T. Commander at any S.R.T. related incident. During training exercises, the Team Leader will have supervisory control regardless of location as designated in the training outline by the **S.R.T. Commander**.
3. In the event of the absence of the **S.R.T. Commander**, the **Team Leader** will be in supervisory control and will act as the **S.R.T. Commander**.
4. Any reference in SOP, General Order, or procedure referring to responsibilities of the **S.R.T. "Commander or Team Leader"** will be applicable and enforced by each respective jurisdiction.

PROCEDURES:

1. At the inception of this agreement, all **Fayetteville Police Department's** SOPs related to S.R.T. operations become inactive and of no further force and effect. All **Fayetteville Police Department** officers attached to the Special Response Team will adhere to the SOPs and General Orders of the **Peachtree City Police Department** where S.R.T. procedures are referenced. Such SOPs and General Orders shall be adopted by the **City of Fayetteville Police Department**.
2. Training and selection requirements for S.R.T. will be in accordance with the standards set forth by the Georgia Associations of Chief of Police State Certification, and from the Commission on Accreditation for Law Enforcement Agencies (CALEA) including but not limited to standard 33.6.2, 42.2.1, and 46.2.3. (reference PCPD SOP 60-4)
3. All **Fayetteville and Peachtree City Police S.R.T. members** will receive training on the S.R.T. operations and procedures in compliance with the recommendations of the National Tactical Officer's Association (NTOA). Qualifications and training received during organized S.R.T. training will meet both departments' training requirements in accordance with the standards set forth by CALEA and GACP State Certification.
4. The requests for S.R.T. to each jurisdiction shall include the following:
 - a. The nature of the emergency, public occurrence, location, and/or details of the planned high risk S.R.T. operation. Said communication will be made directly to the S.R.T. Commander for operational security.



**MEMORANDUM OF UNDERSTANDING
SPECIAL MUTUAL AID AGREEMENT
SPECIAL RESPONSE TEAM (S.R.T.)**



- b. The name and rank of the officer to which the assisting personnel shall report, or the designated incident commander.
 - c. The completion of a **Target and Risk Threat Assessment** is required to be completed by the investigating officer or detective applying for the search and/or arrest warrant.
 - d. A **Target and Risk Threat Assessment** is not required for emergency call out procedures as identified in the S.R.T. General Order.
5. In the event of the necessity of withdrawal of personnel from either agency, or both agencies, during a S.R.T. call out, it shall be made by mutual agreement from the **Incident Commander** from the respective agencies. Notification shall be given upon withdrawal.
6. Upon implementation of this Memorandum of Understanding, all personnel assigned to the **Special Response Team**, will have exclusive radio channels available for use by all Command and **Special Response Team** personnel.
7. Support of the responding personnel, in so far as subsistence needed in extended operation, shall be borne by the requesting agency, and salary expenses shall be borne by the employee's own department as is reasonable.
8. At all times, the officer of the responding agency shall be considered to be employees of their own agency and to be acting within the scope and course of their employment for purposes under the Governmental Tort Liability Act and/or Worker's Compensation Law of the State of Georgia.
9. All law enforcement personnel employed by the agencies under this Memorandum of Understanding shall, during such time that these personnel are actually providing aid outside the jurisdictional limits of their employing agency, have the same powers, duties, rights, privileges and immunities as if the personnel were performing their duties within the political subdivision in which they are normally employed.
10. The governmental entity having financial responsibility for the law enforcement agency providing such aid shall compensate all of its own employees rendering aid during the time of the rendering of such aid and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid, if such amounts would be due, if the aforesaid personal injury or death had occurred within the normal jurisdiction of that law enforcement agency. Such compensation shall also include all benefits normally due such employee.



MEMORANDUM OF UNDERSTANDING SPECIAL MUTUAL AID AGREEMENT SPECIAL RESPONSE TEAM (S.R.T.)



EQUIPMENT AND RESOURCES:

1. At the time of this signing, the **Peachtree City Police Department Special Response Team** has all the equipment listed in the Operational Readiness Report of this Memorandum of Understanding
2. At the time of this signing, the **Fayetteville Police Department** has all the equipment listed in the "Fayetteville PD" section of the Operational Readiness Report of this Memorandum of Understanding.
3. At the signing of this agreement, the **S.R.T. Commander or his designee** will maintain the Operational Readiness Report which will include all S.R.T. equipment stored and available for use in each other's jurisdiction. The location and assignment of this equipment will be listed in this report.

The **Team Leader** will be responsible for providing a report of the equipment maintained on a quarterly basis to both departments.

4. All equipment listed in each agency's Operational Readiness Report is under control of the **S.R.T. Commander**.
5. It is the responsibility of each respective jurisdiction to purchase "BASIC" equipment for their respective personnel attached to the Special Response Team. "BASIC" equipment is listed in the Operational Readiness Report. Any excess "BASIC" equipment may be dispersed amongst all team members when necessary at the discretion of the **S.R.T. Commander**.
6. In the event that S.R.T. related equipment is needed to be purchased for the S.R.T. unit, the purchase will be made by mutual agreement between the jurisdictions, with cooperation, and written justification in the best interests of S.R.T. operations with the recommendations of the **S.R.T. Commander**. All major purchases, including but not limited to weapon systems, munitions, ammunition, ballistic vests, communications equipment, and vehicle(s) will be recommended by the **S.R.T. Commander** and approved through the **Chiefs of Police** from both jurisdictions.
7. In the event that this agreement is cancelled by either **Chief of Police or by the governing body of either City**, any equipment mutually purchased will be professionally appraised. The appraised value of the equipment deducted by fifty (50%) percent will be able to be purchased by the **City of Peachtree City**. In the event that the **City of Peachtree City** declines to purchase the equipment, the **City of Fayetteville** would then have the option of purchasing the equipment. In the event of neither party is willing to purchase the equipment, it will be made available by surplus with the proceeds divided equally between the jurisdictions.



MEMORANDUM OF UNDERSTANDING SPECIAL MUTUAL AID AGREEMENT SPECIAL RESPONSE TEAM (S.R.T.)



USE OF LETHAL AND LESS LETHAL FORCE:

1. Lethal force by personnel of all jurisdictions shall be used only when necessary to prevent death or serious bodily harm to any person. Special Response Teams are trained for hostage, barricaded, or any high risk situation and are uniquely qualified to evaluate the conditions that may require special tactical or logistical considerations beyond the normal scopes of a routine police response.
2. The **Incident Commander, Chief of Police**, or his **designee** of the requesting jurisdiction will have overall control and responsibility for the incident. The **Special Response Team Commander, or in his absence, the Team Leader**, of the requesting and responding jurisdiction, will report to the Incident Commander in a unified command, and will retain supervisory control over S.R.T. regardless of jurisdiction. Continuous communications shall be maintained between the S.R.T. Commander and the Incident Commander for the affected jurisdiction. The purpose of this communication is to ensure that actions taken towards the resolution of a situation are appropriate and in accordance with the law.

LIABILITY AND INDEMNITY

To the extent allowed by law, it is the intent of the parties to this Agreement that each party shall be responsible, but only to the extent required by law, for any liability associated with the actions of its employed officers during the deployments which are the subject of this Agreement.

In order to accomplish this purpose, **the City of Peachtree City, Georgia** hereby covenants, agrees and undertakes to indemnify and hold harmless the **City of Fayetteville, Georgia**, its agents and officers, from any and all liability, loss or damage that the **City of Fayetteville** may suffer as a result of claims, demands, costs or judgments against it arising from, or growing out of, any act of **Peachtree City Police Officers** while such are deployed at the request of the **City of Fayetteville** pursuant to this Agreement.

In order to accomplish this purpose, **the City of Fayetteville, Georgia** hereby covenants, agrees and undertakes to indemnify and hold harmless the **City of Peachtree City, Georgia**, its agents and officers, from any and all liability, loss or damage that Peachtree City may suffer as a result of claims, demands, costs or judgments against it arising from, or growing out of, any act of **City of Fayetteville police officers** while such are deployed at the request of Peachtree City pursuant to this Agreement.

SEVERABILITY

If any provision of this Agreement is invalid for any reason, such as invalidation shall not render invalid other provisions of this Agreement that can be given effect without the invalid provision.



MEMORANDUM OF UNDERSTANDING SPECIAL MUTUAL AID AGREEMENT SPECIAL RESPONSE TEAM (S.R.T.)



EFFECTIVE DATE

This Agreement shall be effective when duly executed by the authorized representatives of the jurisdictions covered by this Agreement.

AMENDMENT

This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, supersedes all existing Agreements among them concerning such subject matter, and may be modified only by a written instrument duly executed by each party hereto.

TERMINATION

This Agreement may be terminated by either party, with or without cause, upon thirty (30) days written notice.

PRESS RELEASES

Press releases and/or the release of information to the media will be made by the agency that has jurisdiction where the event occurred in accordance with the releasing agencies established media release policy. No press releases or other information pertaining to the Special Response Team shall be made by either agency without the approval of the Chief of Police of each department.

GENERAL INFORMATION:

1. It is understood that the undersigned agencies will review and update this agreement, as necessary, on an annual basis. It is further understood that this agreement may be amended upon mutual agreement, in writing, by the parties hereto. The agencies agree to abide by all local, state and federal laws as they relate to the privacy and security of personnel and criminal justice records and all regulations relative to non-discrimination practices concerning political affiliation, religion, race, color, sex, physical handicaps, age or national origin.
2. This Agreement shall remain in full force and effect until December 31, 2020 unless sooner terminated by either party by providing thirty (30) days written notice to the other party of said party's intention to terminate this Agreement. This Agreement shall automatically renew for additional terms of five (5) years each unless either party provides written notice to the other party of its intention to not renew this Agreement.
3. In witness whereof, said agency's Chief Executive Officers, Mayors, and City Council have hereto set their hands and affixed their seals the day and year first written.



**MEMORANDUM OF UNDERSTANDING
SPECIAL MUTUAL AID AGREEMENT
SPECIAL RESPONSE TEAM (S.R.T.)**



SIGNATURE AND ENDORSEMENT:

DATE:

DATE:

Signed, sealed and
delivered as to agency,

Signed, sealed and
delivered as to agency,

CITY OF FAYETTEVILLE POLICE
DEPARTMENT

CITY OF PEACHTREE CITY POLICE
DEPARTMENT

By: _____

Scott Pitts
Title: Chief of Police

By: _____

Janet Moon
Title: Chief of Police

CITY OF FAYETTEVILLE, GEORGIA

CITY OF PEACHTREE CITY, GA

Edward Johnson, MAYOR

Vanessa Fleisch, MAYOR

ATTEST:

ATTEST:

NOTARY (SEAL)

NOTARY (SEAL)



MEMORANDUM OF UNDERSTANDING
SPECIAL MUTUAL AID AGREEMENT
PEACHTREE CITY POLICE DEPARTMENT
SPECIAL RESPONSE TEAM (S.R.T.)
LAGRANGE POLICE DEPARTMENT
EMERGENCY SERVICES UNIT (E.S.U.)



1. WHEREAS, this Agreement is between the **City of Peachtree City Police Department** and the **City of LaGrange Police Department**.
2. WHEREAS, it is in the best interests of the **City of Peachtree City Police Department** and the **City of LaGrange Police Department** and recognized that it is the policy of the undersigned law enforcement agencies to exist in and provide for positive and mutually beneficial public safety services with one another for the benefit of the citizens in our respective jurisdictions.
3. WHEREAS, the undersigned departments further state that they shall provide to one another that assistance which may be required in critical and emergency situations to ensure that the requesting agency is capable of performing its public safety function as mandated by law.
4. WHEREAS, the two Cities may obtain more effective and efficient Special Response Team (S.R.T.) services when their teams cooperate, operate, and coordinate Special Response Team (S.R.T.) operations under one unified command.
5. WHEREAS, this Agreement encompasses an immediate benefit of substantially increasing the trained personnel and specialized equipment resources of each jurisdiction with no initial cost. This combined effort to share existing resources and personnel, as well as unifying the command of the **Peachtree City Police Department's Special Response Team** and the **LaGrange Police Department's Emergency Response Unit** (hereto referred as "S.R.T. or Special Response Team(s)" for the purposes of this MOU).

POLICE AUTHORITY

1. All law enforcement personnel employed by the agencies under this Memorandum of Understanding shall, during such time that these personnel are actually providing aid outside the jurisdictional limits of their employing agency under the terms of this Agreement, have the same powers, duties, rights, privileges and immunities as if the personnel were performing their duties within the political subdivision in which they are normally employed under Georgia State Law Mutual Aid.

SCOPE

1. This Memorandum of Understanding (MOU) will become effect upon signing.
2. In the spirit of this cooperation, the **City of LaGrange Police Department** and the **City of Peachtree City Police Department** agree to provide their S.R.T. personnel and resources to each other under the conditions listed in this document.
3. The **Lagrange Police Department** and **Peachtree City Police Department** agree to make all reasonable scheduling efforts to ensure mutual attendance at quarterly combined training exercises where both teams would be necessary, including but not limited to the searching of



MEMORANDUM OF UNDERSTANDING
SPECIAL MUTUAL AID AGREEMENT
PEACHTREE CITY POLICE DEPARTMENT
SPECIAL RESPONSE TEAM (S.R.T.)
LAGRANGE POLICE DEPARTMENT
EMERGENCY SERVICES UNIT (E.S.U.)



large structures or schools, support for extended barricade situations, and hostage/crisis rescue situations.

4. All policies that govern all special operations of the **LaGrange Police Department** and the **Peachtree City Police Department** will remain comparable in the procedures for selection, basic training, command, and control.
5. The assisting agency shall consider its personnel to be operating in an on-duty capacity and as such shall provide for its employees such benefits, including workers compensation insurance, as if the employee were on a normal and routine tour of duty within the jurisdiction of the assisting agency.

STRUCTURE

1. The **Incident Commander, Chief of Police**, or his **designee** of the requesting jurisdiction will have overall control and responsibility for the incident. The **Special Response Team Commanders/Team Leaders** of the requesting jurisdiction will report to the **Incident Commander** in a unified command, and will retain supervisory control over their S.R.T. personnel regardless of jurisdiction. Continuous communications shall be maintained between the Commander of the Special Response Teams and the Incident Commander for the affected jurisdiction. The purpose of this communication is to ensure that actions taken towards the resolution of a situation are appropriate and in accordance with the law.
2. In the event of the absence of the **S.R.T. Commander** for a S.R.T. training event, or S.R.T. call out, the **Team Leader** for the **Peachtree City Police Department** and **LaGrange Police Department** will be in supervisory control and will act as the **S.R.T. Commander**. As stated above, the **S.R.T. Commander** is designated by the agency requesting assistance.
3. The **S.R.T. Commander** will be responsible for providing all training and after action report documentation necessary for each agency.

PROCEDURES

1. Training and selection requirements for S.R.T. will be in accordance with the standards set forth by the Georgia Association of Chiefs of Police State Certification, and from the Commission on Accreditation for Law Enforcement Agencies (CALEA) including but not limited to standard 33.6.2, 42.2.1, and 46.2.3.
2. All **LaGrange ESU and Peachtree City Police S.R.T. members** will receive training on the S.R.T. operations and procedures in compliance with the recommendations of the National Tactical Officer's Association (NTOA). Qualifications and training received during organized S.R.T. training will meet both departments' training requirements in accordance with the standards set forth by CALEA and GACP State Certification.



MEMORANDUM OF UNDERSTANDING
SPECIAL MUTUAL AID AGREEMENT
PEACHTREE CITY POLICE DEPARTMENT
SPECIAL RESPONSE TEAM (S.R.T.)
LAGRANGE POLICE DEPARTMENT
EMERGENCY SERVICES UNIT (E.S.U.)



3. Training between the **LaGrange Police Department** and **Peachtree City Police Department's** Special Response Teams will be focused on events that dictate a large response such as any hostage rescue situation, large or complicated structures, and/or extended events. Routine certifications and general training will be conducted separately by the two governing jurisdictions.
4. The requests for an S.R.T. response to each jurisdiction shall include the following:
 - a. The nature of the emergency, public occurrence, location, and/or details of the "planned" S.R.T. operation. Said communication may be made directly to the S.R.T. Commander for operational security.
 - b. The name and rank of the officer to which the assisting personnel shall report, or the designated incident commander.
5. In the event of the necessity of withdrawal of personnel from either agency, or both agencies during a S.R.T. call out, it shall be made by mutual Agreement from the **Incident Commander** from the respective agencies. Notification shall be given upon withdrawal.
6. Upon implementation of this Memorandum of Understanding, all personnel assigned to the teams, will have exclusive radio channels available for use by all **Command** and **Special Response Team** personnel.
7. The governmental entity having financial responsibility for the law enforcement agency providing such aid shall compensate all of its own employees rendering aid during the time of the rendering of such aid and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid, if such amounts would be due, if the aforesaid personal injury or death had occurred within the normal jurisdiction of that law enforcement agency. Such compensation shall also include all benefits normally due such employee.

EQUIPMENT AND RESOURCES

1. At the time of this signing, the **Peachtree City Police Department Special Response Team** has all the equipment listed in the Operational Readiness Report.
2. At the time of this signing, the **LaGrange Police Department Emergency Services Unit** has all the equipment listed in the Operational Readiness Report.
3. All equipment listed in each agency's Operational Readiness Report (S.R.T. Equipment) is under control of the **S.R.T. Commander** for that jurisdiction.



MEMORANDUM OF UNDERSTANDING
SPECIAL MUTUAL AID AGREEMENT
PEACHTREE CITY POLICE DEPARTMENT
SPECIAL RESPONSE TEAM (S.R.T.)
LAGRANGE POLICE DEPARTMENT
EMERGENCY SERVICES UNIT (E.S.U.)



4. In the event that S.R.T. related equipment is available to be requested by means of a grant, the purchase will be made by mutual Agreement between the jurisdictions, with cooperation, and written justification in the best interests of S.R.T. Operations with the recommendations of the **S.R.T. Commanders**. All major purchases, including but not limited to weapon systems, munitions, ammunition, ballistic vests, communications equipment, and vehicle(s) will be recommended by the **S.R.T. Commanders**.

USE OF LETHAL AND LESS LETHAL FORCE:

1. Lethal force by personnel of all jurisdictions shall be used only when necessary to prevent death or serious bodily harm to any person. Special Response Teams are trained for hostage, barricaded, or any high risk situation and are uniquely qualified to evaluate the conditions that may require special tactical or logistical considerations beyond the normal scopes of a routine police response.
2. The **Incident Commander, Chief of Police**, or his **designee** of the requesting jurisdiction will have overall control and responsibility for the incident. The **Special Response Team Commander, or in his absence, the Team Leader**, of the requesting and responding jurisdiction, will report to the Incident Commander in a unified command, and will retain supervisory control over S.R.T. regardless of jurisdiction. Continuous communications shall be maintained between the S.R.T. Commander and the Incident Commander for the affected jurisdiction. The purpose of this communication is to ensure that actions taken towards the resolution of a situation are appropriate and in accordance with the law.

LIABILITY AND INDEMNITY

To the extent allowed by law, it is the intent of the parties to this Agreement that each party shall be responsible, but only to the extent required by law, for any liability associated with the actions of its employed officers during the deployments which are the subject of this Agreement.

In order to accomplish this purpose, **the City of Peachtree City, Georgia** hereby covenants, agrees and undertakes to indemnify and hold harmless the **City of LaGrange, Georgia**, its agents and officers, from any and all liability, loss or damage that the **City of LaGrange** may suffer as a result of claims, demands, costs or judgments against it arising from, or growing out of, any act of **Peachtree City Police Officers** while such are deployed at the request of the City of LaGrange pursuant to this Agreement.

In order to accomplish this purpose, **the City of LaGrange, Georgia** hereby covenants, agrees and undertakes to indemnify and hold harmless the **City of Peachtree City, Georgia**, its agents and officers, from any and all liability, loss or damage that Peachtree City may suffer as a result of claims, demands, costs or judgments against it arising from, or growing out of, any act of **City of LaGrange police officers** while such are deployed at the request of Peachtree City pursuant to this Agreement.



**MEMORANDUM OF UNDERSTANDING
SPECIAL MUTUAL AID AGREEMENT
PEACHTREE CITY POLICE DEPARTMENT
SPECIAL RESPONSE TEAM (S.R.T)
LAGRANGE POLICE DEPARTMENT
EMERGENCY SERVICES UNIT (E.S.U.)**



SEVERABILITY

If any provision of this Agreement is invalid for any reason, such as invalidation shall not render invalid other provisions of this Agreement that can be given effect without the invalid provision.

EFFECTIVE DATE

This Agreement shall be effective when duly executed by the authorized representatives of the jurisdictions covered by this Agreement.

AMENDMENT

This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, supersedes all existing Agreements among them concerning such subject matter, and may be modified only by a written instrument duly executed by each party hereto.

TERMINATION

This Agreement may be terminated by either party, with or without cause, upon thirty (30) days written notice.

PRESS RELEASES

Press releases and/or the release of information to the media will be made by the agency that has jurisdiction where the event occurred in accordance with the releasing agencies established media release policy. No press releases or other information pertaining to the Special Response Team shall be made by either agency without the approval of the Chief of Police of each department.

GENERAL INFORMATION

1. It is understood that the undersigned agencies will review and update this Agreement, as necessary, on an annual basis. It is further understood that this Agreement may be amended upon mutual Agreement, in writing, by the parties hereto. The agencies agree to abide by all local, state and federal laws as they relate to the privacy and security of personnel and criminal justice records and all regulations relative to non-discrimination practices concerning political affiliation, religion, race, color, sex, physical handicaps, age or national origin.



**MEMORANDUM OF UNDERSTANDING
SPECIAL MUTUAL AID AGREEMENT
PEACHTREE CITY POLICE DEPARTMENT
SPECIAL RESPONSE TEAM (S.R.T)
LAGRANGE POLICE DEPARTMENT
EMERGENCY SERVICES UNIT (E.S.U.)**



2. This Agreement shall remain in full force and effect until December 31, 2017, unless sooner terminated by either party by providing thirty (30) days written notice to the other party of said party's intention to terminate this Agreement. This Agreement shall automatically renew for additional terms of five (5) years each unless either party provides written notice to the other party of its intention to not renew this Agreement.

In witness whereof, said agency's Chief Executive Officers, Mayors, and City Council have hereto set their hands and affixed their seals the day and year first written.

SIGNATURE AND ENDORSEMENT

DATE: _____

DATE: _____

Signed, sealed and delivered as to agency,

Signed, sealed and delivered as to agency,

**CITY OF LAGRANGE POLICE
DEPARTMENT**

**CITY OF PEACHTREE CITY POLICE
DEPARTMENT**

BY: _____
LOUIS M. DEKMAR,
Chief of Police

BY: _____
JANET L. MOON
Chief of Police

CITY OF LAGRANGE, GEORGIA

CITY OF PEACHTREE CITY, GEORGIA

BY: _____
JAMES THORNTON, Mayor

BY: _____
VANESSA FLEISCH, Mayor

ATTEST: _____
NOTARY (SEAL)

ATTEST: _____
NOTARY (SEAL)

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Jonathan Rorie, City Manager 

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

DATE: February 25, 2016

SUBJECT: Budget Amendment FY16
March 03, 2016 City Council Consent Agenda

Recommendation:

It is Staff's recommendation that City Council approve the attached budget amendment to the Fiscal Year 2016 Budget Resolution.

Discussion:

Due to the impact of this year's weather, there is an increased necessity for overtime to keep up with essential B & G projects. The current overtime budget for Buildings and Grounds is \$12,000. The attached budget amendment is requesting an additional \$12,000 to the B&G overtime salary budget with funding coming from cash reserves.

Budget Impact:

The proposed budget amendment will impact the overall general fund budget by increasing the expense budget 100-1566-511300 – Overtime – B&G and increasing the revenue budget 100-0000-389025 Surplus Carryover \$12,000.

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

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 16-012

DATE 3.03.16

[illegible]

Budget Amendment
To Amend FY16 Budget Resolution increasing B&G overtime due to weather impact

To Amend FY16 Budget Resolution increasing B&G overtime due to weather impact

Entered

Approved

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Jonathan Rorie, City Manager *JR*
Paul Salvatore, Director of Financial Services
Kelly Bush, Assistant Finance Director *KB P.S.*

FROM: Joseph O'Connor, Fire Chief *JO*
Cajen Rhodes, Recreation Administrator *CR*

DATE: February 26, 2016

SUBJECT: Budget Amendments – AED Donations
March 3, 2016 City Council Consent Agenda

Recommendation:

Staff request that City Council accept donations toward the purchase of AED units in the amount of \$4,350 and approve the attached Amendment to the Fiscal Year 2016 Budget Resolution.

Discussion:

With a goal to replace 11 defibrillators with a standardized brand, the Fire and Recreation Departments solicited donations and received \$4,350 from local supporters. The Fayette Senior Services donated \$1,500, Southside Church donated \$100, the PTC Volunteer Firefighters Association donated \$750, and Piedmont-Fayette Hospital has pledged \$2,000. The new defibrillators will provide consistency throughout City facilities and allow for reduced maintenance costs.

Budget Impact:

Be it resolved the attached budget amendment will increase both revenues and expenditures in fund 204 by \$4,350.

Attachments: Budget Adjustment.

kb: council reports/budget amendments for 2016 – AED Donations

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

16-015

3.03.16

[illegible]

Budget Amendment to accept donations and purchase AED units.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Jonathan Rorie, City Manager 

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

DATE: February 25, 2016

SUBJECT: Budget Amendment FY16
March 03, 2016 City Council Consent Agenda

Recommendation:

It is Staff's recommendation that City Council approve the attached budget amendment to the Fiscal Year 2016 Budget Resolution.

Discussion:

Due to the increased administrative processes in the Municipal Court, staff is requesting additional funding for contract labor. In respect to increased processes, Municipal Court Administrative Fee revenue collection is above budget. The attached budget amendment is increasing both the budget for administrative fees revenue and professional services expense \$3,600.

Budget Impact:

The proposed budget amendment will impact the overall general fund budget by increasing the expense budget 100-2650-521200 – Professional Services – Municipal Court and increasing the revenue budget 100-2650-351185 – Municipal Court Admin Fees \$3,600.

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

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

16-013

3.03.16

[illegible]

Budget Amendment
To Amend FY16 Budget Resolution increasing Municipal Court Admin Fees and Professional Services

To Amend FY16 Budget Resolution increasing Municipal Court Admin Fees and Professional Services

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: Jonathan Rorie, City Manager 

FROM: Betsy Tyler, Public Information Officer/City Clerk 

DATE: February 25, 2016

SUBJECT: Consider Modification to Sanitation Franchise Agreements – Elimination of Glass from Recycling Requirements
March 3, 2016, City Council Meeting

Recommendation:

That Council approve the elimination of glass from the recycling requirements of the Standard Solid Waste Collection Agreements with Integrated Waste Solutions, Pollard Residential Waste Services, Republic Services, and Waste Industries.

Discussion:

In 2009, the Mayor and Council approved contracts with four sanitation companies to provide residential curbside garbage and recycling collection. One of the goals was to increase residential participation in recycling by making it part of the minimum service package.

Per the City Franchise Agreement and Health and Sanitation Ordinance, all companies must accept at least the following recyclables:

- Newspaper
- Glass containers
- Aluminum beverage and bimetal cans
- HDPE and PET plastic containers
- Cardboard

The agreement was modified in 2012 with the following language:

3. Minimum Recycling Requirement. Changes in law, markets and/or technology during the term of the Agreement may cause either party to desire to change the Minimum Recycling Requirements listed in the Agreement. To effect such a change, the party desiring the change must give written notice of the desired change to the other party. Should the parties fail to reach a mutual agreement as to a new definition of Minimum Recycling Requirements, or as to the new terms and conditions to accompany the new definition, within thirty (30) days of receipt of such notice, then the definition of Minimum Recycling Requirements shall remain unchanged until such time as an agreement has

been reached. In the event the parties are unable to agree on the foregoing, either party shall have the right to terminate this Agreement. In the event that the Minimum Recycling Requirement is amended with respect to any service provider, the City agrees to make such Minimum Recycling Requirement uniform for all similarly situated service providers. Neither party shall unreasonably withhold its agreement to a reasonable change in the definition of Minimum Recycling Requirements."

Peachtree City has received written notification from two of the four haulers that the local MRF (Materials Recovery Facilities) that take their recyclables will no longer accept comingled recycling that includes glass. Independent research (by both City staff and Keep Peachtree City Beautiful staff) confirms that the demand for glass is down because the use of glass in packaging has been dramatically reduced in past years. Additionally, glass collected at the curb is frequently broken in transit, and the resulting shards can contaminate the other recyclables (such as cardboard) and cause a hazard to employees handling the materials. Ultimately, it no longer pays for these facilities to accept comingled glass and its associated hazards.

Staff has issued a temporary waiver of the glass requirement (60-days) to prevent any glass-contaminated recycling from going to the landfill. Per the City Attorney, Council must take action for any permanent modifications to the franchise agreement.

An associated ordinance amendment will also be required, and is included in the Council Preview section of this meeting agenda.

Budget Impact:

This item should have no budgetary impact.

STAFF REPORT

TO: Mayor and City Council

VIA: Jon Rorie City Manager
Mike Warrix Planning and Development Director

FROM: David Rast Senior Planner

DATE: February 24, 2016

SUBJECT: Public Hearing: Consider request to rezone a 12.1-acre tract of land from GI General Industrial to LUI Limited Use Industrial to permit the subdivision of the property into two tracts of land.

March 3, 2016 City Council meeting

Property size:	12.1 acres
Property location:	725 South Highway 74
Zoning - existing:	GI General Industrial
Zoning - proposed:	LUI Limited Use Industrial
Land use - existing:	IND Industrial
Land use - proposed:	IND Industrial

Planning Commission: Motion to recommend approval subject to conditions proposed by City Staff (3-1-0)

Overview:

Churchill International Property Corporation ("Applicant") owns a 12.1-acre tract of land located at 725 South Highway 74 and known to us as the Peachtree City spec building tract. A conceptual site plan for the property was approved on August 26, 2002, and identified a 200,000 SF office/ warehouse building, 60 parking spaces and associated service areas.

The final site plan for the property was approved on May 15, 2006 and included a 100,000 SF office/ warehouse building, 60 parking spaces and service areas. The site was pre-cleared and graded to accommodate the remaining 100,000 SF office/ warehouse building.

Once constructed, the building sat vacant for approximately 7 years before being acquired by the Applicant. The building was leased in 2014 to a local company (Geiss, Destin and Dunn) who occupies the entire building and desires to expand their operations.

725 South Highway 74 tract

February 24, 2016

Page 2

The Applicant desires to subdivide the property for financing purposes in an effort to move forward with construction of the remaining 100,000 SF of office/ warehouse space.

However, the property cannot be subdivided as proposed and comply with the building and parking setbacks established within the GI zoning district. The Applicant is requesting that the entire tract be rezoned to LUI Limited Use Industrial with the stipulation the building and parking setbacks would not apply to the internal property line separating the two tracts of land.

The property was initially developed with the intent of a single owner or ownership group. Should the property be subdivided, or if a second tenant occupies the second phase of the building, two property owners and/ or tenants would share utilities, parking, access drives, stormwater detention, etc., through recorded utility and access easements and/ or deeds and covenants.

A copy of the Request for Rezoning application is included as Attachment "A".

Facts:

1. The property known to us as the Peachtree City spec building tract is 12.1 acres and zoned GI General Industrial.
2. The property abuts the IPN tract to the north, the CertainTeed tract to the south, Highway 74 to the east and the CSX rail line to the west.
3. The city's Land Use Plan designates the overall tract as IND Industrial.
4. The approved conceptual and final site plans identify 200,000 SF of office/ warehouse space, 60 parking spaces, service areas and associated stormwater detention.
5. To date, a total of 100,000 SF of office/ warehouse space, 60 parking spaces and associated infrastructure have been constructed on the property.
6. At their meeting on February 8, 2016, the Planning Commission voted (3-1) to forward the request to City Council with a recommendation that it be approved, subject to the following understandings and conditions (Attachment "B"):
 - (1) Approval of the rezoning request shall not include approval of any site enhancements or improvements.
 - (2) The new building shall not exceed 100,000 SF in size.
 - (3) All site improvements shall comply with the established final site plan submittal requirements.

725 South Highway 74 tract

February 24, 2016

Page 3

- (4) *The Applicant shall coordinate with City Staff to ensure notes related to site access, parking, stormwater and utility easements are properly addressed and included on the final plat.*

A copy of the proposed ordinance is included as Attachment "C".

Budget impacts:

There are no budget impacts associated with this request.



To whom it may concern:

I Andrew Langridge, Property Manager for Churchill International Property Corporation hereby authorize Mark Welborn, to act on our behalf with regards to the warehouse building and land located at 725 Highway 74, Peachtree City, Georgia USA. Mr. Welborn will be acting as our duly authorized agent for any matters with regards to this property and the rezoning application with the city of Peachtree.

Sincerely,

A handwritten signature in blue ink, appearing to read "Andrew", written over a horizontal line.

Andrew Langridge

Andrew@churchillinvestments.com

(604) 376-9092



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

REZONING PERMIT APPLICATION

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

Fee: \$600 + \$50/acre

Receipt # _____

Date Filed ____ / ____ / ____

Case # _____

Office Use Only

SITE LOCATION	Address <u>725 HIGHWAY 74 SOUTH</u>		SITE INFORMATION	Parcel #(s) <u>12 ACRE GEISS, DESTIN & DUNN, INC.</u>	
	Proposed Use: <u>OFFICE / INDUSTRIAL</u>			Existing Zoning <u>GI</u>	
APPLICANT	Site in which Village: ☐ Aberdeen ☐ Braelinn ☐ Glenloch ☐ Kedron ☐ Wilksmoor ☒ Industrial		OWNER	Proposed Zoning <u>LUI</u>	
	Name <u>CHURCH HILL INT. PROPERTY CORP</u>			Property Size: <u>527,076</u> <u>12.10</u> Square Feet Acres	
Address <u>SUITE 1010-1040 WEST GEORGIA ST.</u>			Name <u>CHURCHILL INT. PROPERTY CORP</u>		
City, State, Zip <u>VANCOUVER, BC CANADA</u>			Address <u>SUITE 1010-1040 WEST GEORGIA ST.</u>		
Phone # <u>604-689-8500</u> <u>V6E4H1</u>			City, State, Zip <u>VANCOUVER, BC CANADA V6E4H1</u>		
Email <u>ANDREW@CHURCHILLINVESTMENTS.COM</u>			Phone # <u>604-689-8500</u>		
			Email <u>ANDREW@CHURCHILLINVESTMENTS.COM</u>		

IMPACTED AREAS	PROPOSED		LAND USE & ZONING	Please record all surrounding property within 200ft of site	
	TRACT 2			Land Use Zoning	
	Disturbed Area	<u>130,680</u> <u>3</u> Square Feet Acres		North	<u>OFFICE/INDUS.</u> <u>GI</u>
	Impervious Area	<u>130,680</u> <u>3</u> Square Feet Acres		East	<u>OFFICE/RESEARCH</u> <u>LUI</u>
	Open Space & Greenbelts	<u>N/A</u> _____ Square Feet Acres	South	<u>INDUSTRIAL MANUFACTURING</u> <u>GI</u>	
			West	<u>RAILROAD</u> <u>N/A</u>	

LOCATION OF	Entrance to Site: <u>EXISTING DRIVE FROM HWY 74, ACCESS EASEMENT TO TRACT 2</u>	
	Tree Save and Landscape Buffers: <u>NONE</u>	
	Other Buffers: <u>GI BUILDING & PARKING SETBACKS</u>	
	Greenbelts (to be dedicated to the city): <u>NONE</u>	
	Multi-Use Path Connections: <u>NONE</u>	
	Historical Resources: <u>NONE</u>	
	Natural Features: <u>NONE</u>	
Stormwater Retention: <u>EXISTING DETENTION POND @ REAR OF PROPERTY.</u>		

BUILDING INFORMATION	Building type: <u>COMPLY WITH EXISTING</u>		Briefly describe proposed use of property: (A separate detailed report is still required to be attached to this application)	
	Hrs of operation: <u>TBD</u> to <u>TBD</u>		<u>CREATE 2ND TRACT AND BUILD</u>	
	# of stories: _____ Building height: _____		<u>SIMILAR 100,000 S/F BUILDING</u>	
	Floor Area (Sq ft) _____ <u>100,000</u> Existing Proposed		<u>ON TRACT 2 FOR USE OR SALE.</u>	
	# of dwelling units: _____ Units/acre: _____			
# of employees: _____ _____ Existing Proposed		Parking: _____ <u>60</u> _____ _____ # Required # Existing # Proposed # Previous		

TYPE OF CONSTRUCTION	Structural Material:		SETBACKS	Required		Proposed	
	☐ Wood ☐ Metal ☐ Concrete ☐ Brick ☐ Other _____			Front (Building)	<u>50</u> ft	<u>0</u> ft	
	Roof Material:			Front (Parking)	<u>50</u> ft	<u>50</u> ft	
	☐ Metal ☐ Tar ☐ Shingles ☐ Slate ☐ Other _____			Side	<u>20</u> ft	<u>20</u> ft	
	Interior Finish:			Rear	<u>50</u> ft	<u>0</u> ft	
	☐ Drywall ☐ Wood ☐ Concrete ☐ Stucco ☐ Other _____						
Exterior Finish:							
☐ Wood ☐ Metal ☐ Concrete ☐ Brick ☐ Other _____							

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

UTILITIES & SERVICES INFO	Solid waste collection: <u>PTC WASA</u>		** Please attach letters from utilities indicating that their services can support the proposed development **	
		Natural gas: <u>ATLANTA GAS LIGHT</u>		Water supply:
	Electrical Service: <u>GEORGIA POWER</u>	Underground? ☒ Yes ☐ No	☐ Individual Well(s) ☐ Community System ☒ Municipal System: (Fayette County Water Dept)	
	Telephone Service: <u>AT&T</u>	Underground? ☒ Yes ☐ No	Wastewater collection/treatment:	Estimated total wastewater discharge (gpd):
	Cable TV Service: _____	Underground? ☐ Yes ☒ No	☐ Individual Onsite ☐ Community System ☒ Municipal System: (Peachtree City WASA)	

FIRE INFORMATION	Automatic Fire Sprinklers:		Briefly describe daily operations: (A separate detailed report is still required to be attached to this application)	
		☒ Yes ☐ No, why? _____		<u>TBD</u> _____ _____ _____ _____ _____
	Automatic Fire Alarm:			
	☒ Yes ☐ No, why? _____			
	# of Fire Hydrants: <u>4</u> Existing <u>2-4</u> Proposed			
	Hazardous Material On Site? (If yes, describe type and method of storage to the right:)		☐ Yes ☒ No	Material(s): _____
				Storage: _____

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

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

Applicant Signature: Michael Z. Walker FOR CHURCHILL INVESTMENTS Date: 12/16/15

Property Owner Signature: Theresa S. Walker FOR CHURCHILL INVEST. Date: 12/16/15

Please complete the attached checklist.

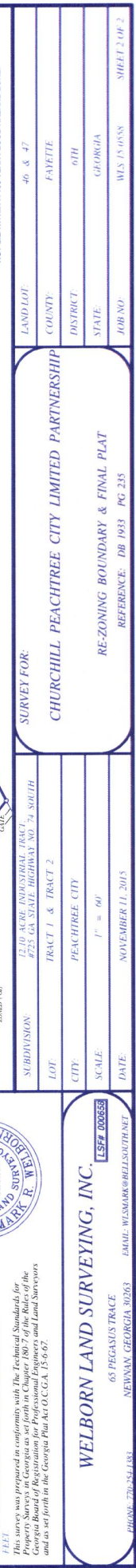
OFFICE ONLY

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

Signature: _____ Date: _____

Date & Time of Planning Commission Public Hearing: _____

Date of City Council Public Hearing: _____ Case Number: _____



**UNAPPROVED EXCERPT OF MINUTES
PLANNING COMMISSION MEETING
April 13, 2015**

**PH-16-02 Consider Request to Rezone Peachtree City Spec Building tract, 725
HWY 74 S, from GI to LUI Limited Use Industrial.**

Mr. Rast presented the request and provided an assessment of its compliance with City code:

- The proposal was to rezone a 12.1-acre tract of land located at 725 South Highway 74 known to us as the Peachtree City spec building tract.
- The property was owned by Churchill International Property Corporation.
- A conceptual site plan for the property was approved on August 26, 2002. It identified the ultimate development of the property as 200,000 SF of office/warehouse space.
- The first phase had been built and included the front portion of the building closest to HWY 74 and the parking lot. As part of the HWY 74 road-widening project, the drive aisle on the lower side was relocated to align with the new entrance to Panasonic.
- After constructed, the initial development sat vacant for six or seven years and ultimately went into foreclosure.
- Churchill International Property Corporation acquired the property and negotiated a lease with Geiss, Destin & Dunn. They started with a small portion of the front building and had expanded to take the entire 100,000 SF.
- The site was pre-cleared and graded to accommodate the remaining 100,000 SF office/warehouse building.
- The Applicant now wanted to move forward with the second phase which would include another 100,000 SF office/warehouse building.
- They were requesting the property be subdivided which required it be rezoned because of the building setbacks in GI.
- Access was on the south side of the property.
- Stormwater for the overall development was in place.
- There would ultimately be one 200,000 SF building, but the property line would subdivide the property into two tracts. Similar subdivisions had been allowed for other industrial properties in the city such as Panasonic and Osmose along with commercial developments in similar situations.
- The Applicant had provided the information required for a rezoning.

Mr. Mark Welborn, the surveyor of record, was in attendance to represent the Applicant. He said Mr. Rast had given a very thorough overview, and he had nothing to add to his comments.

No one spoke in favor of this proposal nor did anyone speak in opposition to it.

Mr. Rast pointed out that four suggestions for conditions that might be attached to a recommendation for approval had been included in the commissioners' packets.

Mr. Destadio asked about the Applicant's reason for subdividing the property. Mr. Rast said their application stated it was *"to allow us to effect mortgage financing on the existing building and approximately 6 acres"* and then utilize the mortgage proceeds to construct the remaining 100,000 SF of office/warehouse space. Mr. Destadio thought they would be able to expand the property without subdividing it. Mr. Rast confirmed that was correct and noted they were subdividing the property strictly so they could finance the expansion. As noted previously, the City had approved a number of similar requests over the past several years where property owners were trying to finance expansions of previously approved projects. This was one of the mechanisms that was developed to allow them to move the project forward. Mr. Rast explained that this would be the fourth LUI district, two had been for this same purpose and the first was to accommodate a housing component for SANY.

The Chairman closed the public hearing.

The Planning Commission had the following comments/concerns:

Mr. Daily:

- Would this allow them to do something different from what was originally approved?
- Would one of the buildings work without the other one?
- Would an internal wall separate the two buildings?
 - Mr. Rast stated there currently was a wall. He did not know whether that wall would be removed if the same tenant was going to occupy both buildings. He assumed a portion of it would come down.
- Would the parking lot on Tract 1 be used by Tract 2 or would that parking also be extended?
 - Mr. Rast stated that the 60 spaces shown on the conceptual site plan were for both buildings and were based on the amount of office space.
- The amount of parking assumed the same tenant was using both spaces. If there were two different tenants, did the site plan allow for the parking lot to be extended?
 - Mr. Rast pointed out that the Planning Commission was not reviewing a site plan but rather the concept of rezoning the parcels to allow them to expand.
 - If they needed more parking, they would have to find room on the site and this would be determined when the conceptual site plan was reviewed.
 - There was room to extend the service court and add more parking, but their needs would not be known until the second tenant was identified.
 - Mr. Warrix noted that because this would be a Limited Use zoning, the uses would be limited to whatever conditions the Planning Commission wanted to impose.

Mr. Conner:

- What did the Land Use Plan say about this property?
 - Mr. Rast said it was designated Industrial.
- Was there another industrial or commercial zoning that would allow the building to be constructed with the setbacks they were requesting?
 - Mr. Rast said there was not.
- A Limited Use zoning set off warning bells in his mind. There was not a compelling reason to rezone this property to a Limited Use zoning. To him, mortgaging the property was not a compelling reason.
- This was not a distressed property, and he did not support rezoning it.

Mr. Bernard asked Mr. Rast about the down side of approving the rezoning. Mr. Rast said there were none. This had been done for Panasonic, Creekside Medical, Peachtree Professional, and probably a dozen other properties so they could secure additional financing.

Mr. Destadio:

- Were the other parcels Mr. Rast mentioned exactly like this one where the two buildings would be attached or were they separate enough to where they could put in other parking and entrances?
 - Mr. Rast said most of them came in after the buildings were developed and the parking was in place.
- Mr. Destadio remembered a tract with two separate buildings that were not attached. They were two separate facilities, but they shared the same utilities and parking. He thought this was different because they wanted to attach another building to the existing one.

Mr. Daily remembered one rezoning where an existing building had been split in half and the property line ran through the middle of one of the buildings. It was pointed out that was the Panasonic building.

In response to a request from Mr. Bernard, Mr. Conner further explained his comments:

- The Limited Use zonings were basically "create your own" zonings.
- This was essentially a way for them to spot zone.
- For the GI zoning, there were specific requirements for the setbacks, number of parking spaces, etc.
- In his mind, there needed to be a compelling reason to rezone property to a limited use zoning. In this case, the property already had the potential to expand; it was not a distressed property. This rezoning was being used as a financial tool.

- It was a big thing to rezone a property and an even bigger thing to rezone to a Limited Use zoning.

Mr. Rabun had intended to ask the same question Mr. Bernard did. He had no further questions.

Mr. Destadio also wondered if by subdividing the parcel, one of the parcels could be sold separately. Mr. Rast said it could.

Mr. Destadio asked whether the commissioners wanted to place any additional restrictions on this property. Mr. Warrix explained that the Limited Use zonings were designed to be flexible and provide some leniency.

In response to further questions from Mr. Destadio, Mr. Rast pointed to the ordinance that had been provided in the commissioners' packets that he thought answered their questions. He noted that the uses and the setbacks would be exactly the same as in GI. The only difference was that the setback along the internal property line would be eliminated and the property line separating the two buildings would not be visible.

Mr. Destadio confirmed that even though this was a Limited Use zoning, the majority of the requirements were the same as the GI zoning.

Mr. Rabun:

- If this was going to be a separate parcel, would they have to provide separate parking?
 - Mr. Rast said that if additional parking was required due to the use of the second parcel, they would have to provide it.
 - There would be notes on the final plat specific to the shared parking, shared utilities, and shared stormwater.
 - Mr. Rast read from paragraph (d) of the proposed ordinance which said that, if the second tract changed hands, "all access and utility easements, cross parking agreements, and other internal agreements between the owners of the two tracts of land shall be duly satisfied and reported as a part of the sale of the individual buildings or tracts of land."

A motion was made by Mr. Daily that the proposed rezoning be forwarded to City Council with a recommendation for approval with the four conditions identified by City Staff. The motion died for lack of a second.

A motion was made by Mr. Conner that the proposed rezoning be forwarded to City Council with a recommendation that it be denied. That motion also died for lack of a second. Mr. Conner withdrew his motion.

Mr. Daily restated his motion, Mr. Destadio seconded it, and the motion passed by a vote of 3 to 1 with Mr. Conner voting against it. The conditions identified by City Staff that were included in the recommendation were as follows:

1. *Approval of the rezoning request shall not include approval of any site enhancements or improvements.*
2. *The new building shall not exceed 100,000 SF in size.*
3. *All site improvements shall comply with the established final site plan submittal requirements.*
4. *The Applicant shall coordinate with City Staff to ensure notes related to site access, parking, stormwater and utility easements are properly addressed and included on the final plat.*

**AN ORDINANCE TO AMEND THE PEACHTREE CITY ZONING ORDINANCE
TO REZONE A 12.1-ACRE TRACT OF LAND, KNOWN TO US AS THE
CHURCHILL INTERNATIONAL PROPERTY CORPORATION TRACT,
TO ACCOMMODATE THE SUBDIVISION OF SAID TRACT INTO TWO PARCELS,
AND FOR OTHER PURPOSES.**

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEACHTREE CITY, and it is hereby ordained by authority of the same that:

Section 1. Article X, Requirements by district, of the Peachtree City Zoning Ordinance, specifically 1014A - Specific limited-use industrial areas, be amended to add Section 1014A.4 as follows:

(Section 1014A.4) Limited-use industrial district no. 4

- (a) The tract of land as described below shall be rezoned from its present classification of GI General Industrial to LUI-4 Limited Use Industrial, subject to the conditions set forth herein. In the event of a conflict between the provisions of this ordinance and the regulations of the LUI Zoning District, the most restrictive regulation shall apply.

All that tract or parcel of land lying and being in Land Lots 46 & 47 of the 6th Land District of Peachtree City, Fayette County, Georgia and being more particularly described as follows:

To arrive at the TRUE POINT OF BEGINNING; Commence at the intersection formed by the Easterly right-of-way of CSX RAILROAD (100 foot right-of-way) and the Southerly right-of-way of Dividend Drive (80 foot right-of-way); THENCE run in a Southeasterly direction along the Easterly right-of-way of CSX RAILROAD a distance of 1,165.00 feet to a 1/2" re-bar found on the Easterly right-of-way of CSX RAILROAD and the TRUE POINT OF BEGINNING; THENCE leaving said right-of-way South 33°15'25" East a distance of 88.60 feet to a 1/2" re-bar found; THENCE North 70°37'11" East a distance of 843.31 feet to a 1/2" re-bar & cap set on the new Westerly right-of-way of GEORGIA STATE HIGHWAY NO. 74 (right-of-way varies) and said point being on a curve; THENCE along a curve to the left having a radius of 2,148.29 feet, a delta of 16°18'21", an arc length of 611.39 feet, and a chord which bears South 25°56'16" East having a chord distance of 609.33 feet to a 1/2" re-bar & cap set; THENCE South 62°19'52" West a distance of 24.28 feet to a 3/8" re-bar found; THENCE South 62°19'52" West a distance of 433.48 feet to a 3/8" re-bar found; THENCE South 62°17'30" West a distance of 161.24 feet to a 1/2" re-bar found; THENCE along a curve to the left having a radius of 507.78 feet, a delta of 11°08'35", an arc length of 98.76 feet, and a chord which bears North 57°15'34" West having a chord distance of 98.60 feet to a 1/2" re-bar & cap set; THENCE North 61°37'45" West a distance of 153.69 feet to a 1/2" re-bar & cap set; THENCE along a curve to the right having a radius of 480.69 feet, a delta of 28°06'43", an arc length of 235.85 feet, and a chord which bears North 48°55'08" West having a chord distance of 233.49 feet to a 1/2" re-bar & cap set; THENCE North 36°26'00" West a distance of 91.23 feet to a 1/2" re-bar & cap set; THENCE along a curve to the right having a radius of 704.59 feet, a delta of 06°03'54", an arc length of 74.58 feet, and a chord which bears North 34°13'08" West having a chord distance of 74.55 feet to a 1/2" re-bar & cap set on the Easterly right-of-way of CSX RAILROAD (100 foot right-of-way);

THENCE North 16°52'03" West a distance of 226.90 feet to a 1/2" re-bar found and The TRUE POINT OF BEGINNING, and containing 527,098 square feet or 12.100 Acres of land, more or less.

- (b) This tract of land is illustrated on the Survey for Churchill Peachtree City Limited Partnership by Welborn Land Surveying (dated November 11, 2015), a copy of which is attached hereto as Exhibit "A" and incorporated herein by express reference.
- (c) It is intended that the LUI-4 zoning district be established specifically to subdivide the existing 12.1-acre Churchill International Property Corporation tract into two tracts of land in accordance with the conditions set forth in this ordinance.

The rezoning will permit the subdivision of the property such that the building and parking setbacks as identified within the GI General Industrial zoning district are not applicable to the internal property lines separating the individual tracts of land.

It is understood an additional building will be constructed on the property in accordance with the conceptual site plan as approved by the Planning Commission.

- (d) It is also understood that all access and utility easements, cross parking agreements, and other internal agreements between the owners of the two tracts of land shall be duly satisfied and recorded as a part of the sale of the individual buildings or tracts of land, and that the city shall not be responsible for interpreting or providing relief for any issues related to the subdivision of the two tracts of land.

(Section 1014A.4.1) Permitted uses.

Those uses identified in Section 1008.2 of the Peachtree City Zoning Ordinance.

(Section 1014A.4.2) Conditional uses.

Those uses identified in Section 1008.3 of the Peachtree City Zoning Ordinance.

(Section 1014A.4.3) Other requirements.

- (a) Minimum zoning lot area: 80,000 square feet.
- (b) Minimum lot width: 200 feet.
- (c) Minimum front setback depth:
 - (1) Building: 50 feet.
 - (2) Driveway/ parking: 50 feet.

Note: The minimum front setback depths shall apply only to the property line abutting HWY 74 and shall not apply to the internal property line separating the individual tracts.

- (d) Minimum side setback depth: 20 feet.

Note: The minimum side setback depth shall not apply to the internal property line separating the individual tracts.

- (e) Minimum rear yard: 50 feet.

Note: The minimum rear setback depth shall not apply to the internal property line separating the individual tracts.

- (f) Maximum building height: Unlimited, but if the height of a proposed building exceeds 35 feet, as measured from finish grade to the ridge line or the tallest portion of the roof, the proposed site access, site circulation and building design details regarding the overall building layout, proposed construction methods, and overall fire protection plan shall be reviewed and approved by the fire marshal and building official in accordance with current fire and building codes prior to the review by the city planning commission. The fire marshal and building official may impose additional or alternative requirements to the approval based on conditions to include, but not limited to, the type of building, construction type and/or the planned occupancy and use of the building and overall life safety considerations. In addition to this review, federal air space regulations may apply should the building exceed 35 feet in height.
- (g) No automobile parking or service areas will be permitted within the required front setback depth or within 50 feet of the property line of any adjoining residential zoning lot.
- (h) No open burning will be permitted on any zoning lot.
- (i) All industries must be approved by state and federal regulatory agencies relative to meeting standards for environmental quality.
- (e) This rezoning request was approved by the Mayor and City Council on March 3, 2016 subject to the following understandings and conditions:
1. Approval of the rezoning shall not include approval of any site enhancements or improvements.
 2. The new building shall comply with the established site plan submittal requirements, and shall not exceed 100,000 SF as identified on the approved conceptual and final site plans.
 3. The Applicant shall coordinate with City Staff to ensure notes related to site access, parking, stormwater and utility easements are properly addressed and included on the final plat.

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

Section 3. Should any provision of this ordinance be declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of this ordinance as a whole or any provision thereof other than the provisions specifically declared to be invalid. The city council declares that it would have passed this ordinance and each subsection, sentence, clause and phrase thereof, irrespective of

the fact that any one or more subsections, sentences, clauses or phrases may be declared invalid.

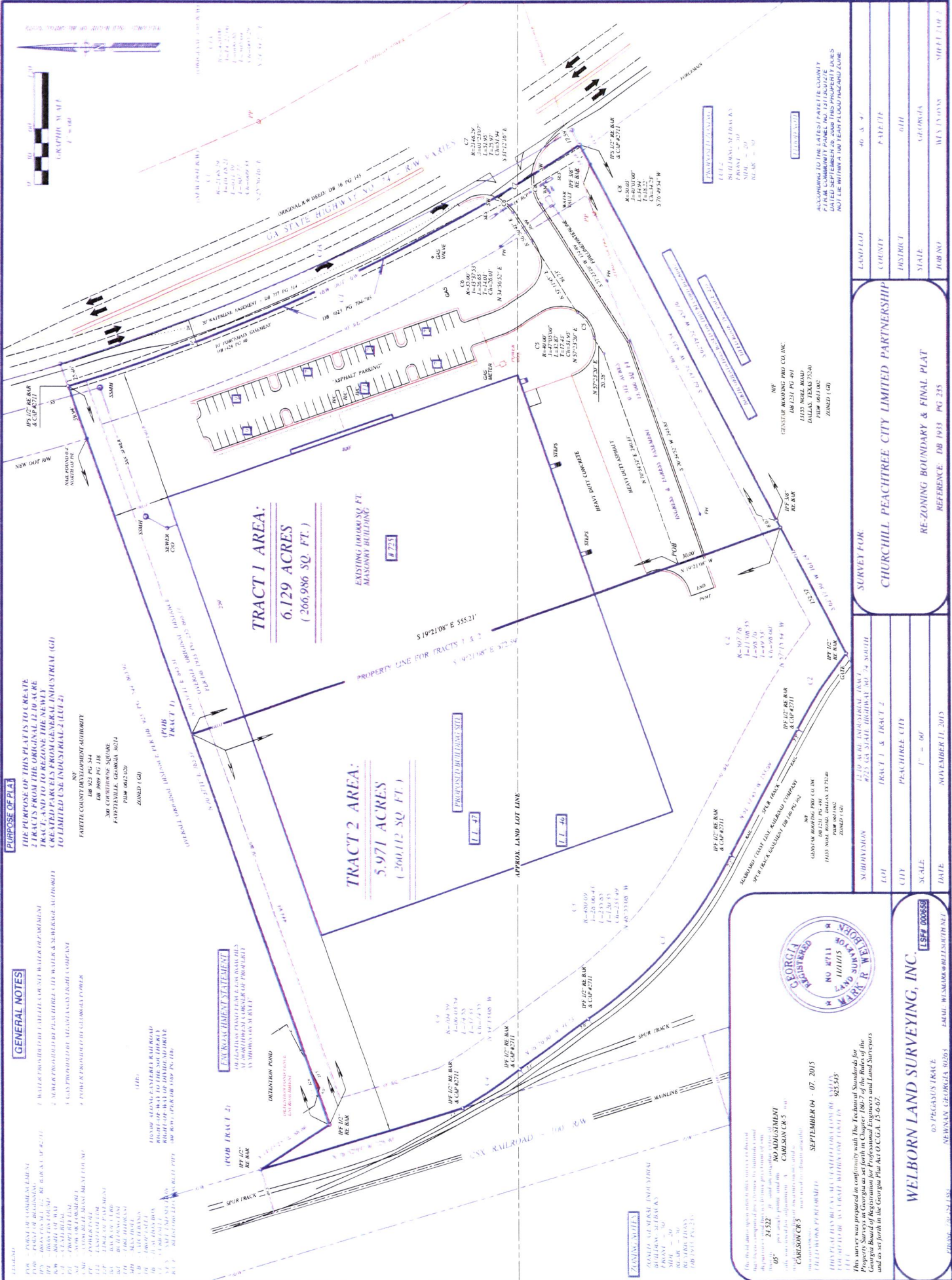
Section 4. This ordinance shall be in full force and effect upon its official adoption by the city council.

This _____ day of _____ 2016.

Vanessa Fleisch, Mayor

Attest:

City Clerk



PURPOSE OF PLAT

THE PURPOSE OF THIS PLAT IS TO CREATE
2 TRACTS FROM THE ORIGINAL 12.10 ACRE
TRACT, AND TO REZONE THE NEWLY
CREATED PARCELS FROM GENERAL INDUSTRIAL (GI)
TO LIMITED USE INDUSTRIAL-2 (LI-2)

GENERAL NOTES

1. WATER PROVIDED BY THE CHURCHILL PEACHTREE CITY WATER DEPARTMENT
2. SEWER PROVIDED BY PEACHTREE CITY WATER & SEWER DEPARTMENT
3. GAS PROVIDED BY THE ATLANTA GAS LIGHT COMPANY
4. POWER PROVIDED BY THE GEORGIA POWER

FAIRFAX COUNTY DEVELOPMENT AUTHORITY
NO. 823 PG. 344
DB 823 PG. 344
200 CONVENT ROAD, SUITE 200
FAIRFAXVILLE, GEORGIA 30214
FROM 06/2/02
ZONED (LI)

EXEMPTION STATEMENT

THIS SURVEY IS EXEMPT FROM THE REQUIREMENTS OF THE GEORGIA SURVEYING ACT OF 1967, AS AMENDED, BECAUSE IT IS A SURVEY OF LANDS OWNED BY A SINGLE PERSON OR ENTITY, AND IT DOES NOT INVOLVE ANY INTERESTS IN REAL ESTATE.

TRACT 1 AREA:
6.129 ACRES
(266,986 SQ. FT.)

TRACT 2 AREA:
5.971 ACRES
(260,112 SQ. FT.)

PROPOSED BUILDING SITE
LI-2

LI-46



SEPTEMBER 04 - 07 2015

THIS SURVEY WAS PREPARED IN CONFORMANCE WITH THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 43-6-07.

WELBORN LAND SURVEYING, INC.

63 PHOENIX TRAIL
NEWNAN, GEORGIA 30054
E-MAIL: WELBORN@WELBORN.SURV

SURVEY FOR:
CHURCHILL PEACHTREE CITY LIMITED PARTNERSHIP

RE-ZONING BOUNDARY & FINAL PLAT

REFERENCE: DB 1933 PG. 215

SUBDIVISION: 12.10 ACRE INDUSTRIAL TRACT
#223 GA STATE HIGHWAY NO. 74 SOUTH
LOT: TRACT 1 & TRACT 2
CITY: PEACHTREE CITY
SCALE: 1" = 60'
DATE: NOVEMBER 11, 2015

LAND LOT: 40, 41
COUNTY: FAYETTE
DISTRICT: 01H
STATE: GEORGIA
JOB NO.: MAY 13, 2015
SHEET 1 OF 1

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: Jonathan Rorie, Interim City Manager 

FROM: Paul Salvatore, Financial Services Director *PS.*

DATE: February 25, 2016

SUBJECT: FY16 Budget Amendment
March 3, 2016 City Council Agenda

Recommendation:

It is Staff's recommendation that City Council approve the attached budget amendment to the Fiscal Year 2016 Budget Resolution.

Discussion:

The FY 2016 budget includes approximately \$900K for capital equipment purchases that are budgeted to be paid for by 5 – 7 year equipment loans. In addition, Council recently awarded several contracts for the purchase of equipment necessary for the city's new high-speed fiber capabilities, which will increase the FY 2016 capital equipment budget by \$335,100. Staff is also proposing to include in the loan a Fire Truck that is budgeted in the FY 2017 budget for \$665K. Due to the low interest rate now available and the economic feasibility of the loan, especially considering the closing costs of \$96,900, it makes good sense to include this major purchase in this loan. Other adjustments are for differences in the cost of equipment already purchased that this loan will reimburse us for.

Budget Impact:

This amendment will have a net increase to the PIP Fund 335 Revenue and Expense of \$1,073,116.

Attachment

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

16-014

3.03.16

[illegible]

Budget Amendment

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: Jonathan Rorie, City Manager 

FROM: Betsy Tyler, Public Information Officer/City Clerk 

DATE: February 26, 2016

SUBJECT: Ordinance Amendments and Action Preview
March 3, 2016, City Council Meeting

Ordinance Amendment – Elimination of Glass from Curbside Recycling Requirements

As discussed with the associated Consent Agenda item on the franchise agreements with residential curbside garbage and recycling companies, comingled recycling of glass has become problematic in the current market. Two of the four franchisees have advised that the local MRF (Materials Recovery Facilities) will no longer accept comingled recycling that includes glass, although glass is one of the minimum requirements in both the franchise agreement and the current ordinance.

The amendment removes the details of the recycling requirements from the ordinance and references the Franchise Agreement. This will simplify any future changes, meaning only the franchise agreement will require modification should Council or the haulers need to add or eliminate recycling materials based on future market conditions.

This amendment is necessary so that Peachtree City's residential sanitation franchise agreements remain in compliance with the ordinance on the same subject if Council approves the elimination of glass. Staff plans to place the amendment on the March 17 agenda for consideration and adoption.

ORDINANCE PREVIEW – CURBSIDE RECYCLING/ GLASS

Sec. 42-83. - Requirements.

(e) Private businesses which operate in the city and provide curbside residential solid waste collection and disposal services shall comply with the following additional minimum requirements:

- (1) Annually or upon request, provide written assurance and description of disposal capability to support the city for ten years into the future.
- (2) Enter into a nonexclusive franchise agreement with the city for authorization to provide waste collection, recycling, and yard waste removal services to city residents and to use publicly owned streets and rights-of-way.

(3) ~~Offer single-stream, curbside residential recycling services as part of the base services. The following materials, at a minimum, shall be recycled:~~

~~a. — Newspaper.~~

~~b. — Glass containers.~~

~~c. — Aluminum beverage and bimetal cans.~~

~~d. — HDPE and PET plastic containers.~~

~~e. — Cardboard.~~

~~Recyclable materials may be added to this list at the discretion of the collection company. The company shall provide suitable containers to its residential customers to facilitate recycling.~~

Offer curbside residential recycling service as part of the base services and provide suitable containers to its residential customers to facilitate recycling. Materials collected shall be established in the Franchise Agreement.

- (4) Offer curbside collection and disposal service for yard trimmings in residential areas. Bagging or container systems shall be determined by the waste collection companies.
- (5) Pay to the city, on a quarterly basis four times a year, a \$1.00 per customer per quarter franchise fee. It shall be the duty of a franchisee to pay to the city the franchise fee for the preceding quarter within 45 days after the end of the quarter. For purposes of this article, the quarters shall end on March 31, June 30, September 30 and December 31 of each year.
- (6) Curbside collection receptacles provided for waste collection, recycling, and yard waste removal shall be of dark, neutral coloring to include and be limited to black, green, blue, brown, or gray.