

City Council of Peachtree City
REVISED AGENDA
February 19, 2015
7:00 p.m.

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Announcements, Awards, Special Recognition**
 - Introduction of Police K-9 Officer Midas**
 - Proclamation for DeMolay Month**
 - Proclamation for 100th Anniversary of Kiwanis**
 - Recognize Fire Academy Graduates**
- IV. Public Comment**
- V. Agenda Changes**
- VI. Minutes**
 - February 5, 2015, Regular Meeting Minutes – *Correction to page 8***
- VII. Monthly Reports**
- VIII. Consent Agenda**
 - 1. Consider Qualifying Location Permit – Tennis Center, 10 Planterra Way**
 - 2. Consider Letter of Intent – Trinity Overlook Commercial Development, SR 54 West**
 - Memo to follow next week*
 - 3. Consider Appointment to Convention & Visitors Bureau – Vendo Toming**
 - 4. Consider Agreement for Ambulance Billing Collection – Commercial Acceptance Company**
 - 5. Consider Facility Use Agreement – Southside Cycling Club**
 - 6. Consider Approval of Clinical Agreement with West Point Fire Department Paramedic Academy**
- IX. Old Agenda Items**
 - 03-14-04 Consider Subdivision Entrance Sign Replacement Policy**
- X. New Agenda Items**
 - 02-15-08 Public Hearing – Consider Rezoning, GI to LUI-3, Osmose Utility Services, SR 74 South**
 - Applicant requests rezoning to permit subdivision of property*
 - 02-15-09 Public Hearing – Consider Rezoning, GC General Commercial to LUC-26 Limited Use Commercial, Dolce – Peachtree Atlanta (Great Wolf Lodge of Georgia, LLC), 201 Aberdeen Parkway**
 - To be continued at applicant's request – Request added to continue to March 5*
 - 02-15-10 Discuss/Consider Official Staff Direction to Propose State Legislation Permitting Municipal Elections in Even-numbered Years**
 - Added at request of Council Member King*
- XI. Council/Staff Topics**
- XII. Executive Session**
- XIII. Adjourn**

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much space as possible. They wanted to make the tract more pedestrian-friendly, and it would include bike racks and picnic tables.

Ogletree said he had also asked for a variance for a dumpster enclosure inside the 40-foot setback because there was no place on the site for the dumpster. The surrounding property owners were in agreement with the variance requests. The lot had several challenges, and granting this variance would not harm the general public. Ogletree said approval of the variance would not necessarily set a precedent because of the unique situation of four front sides and the topography.

Fleisch opened the public hearing.

Mary Giles said she was very familiar with Ogletree's work and whatever went in would be quality. However, Braelinn Village had only one office park, and it had taken almost 15 years to get that. It had been worth the wait. She asked why they could not wait longer and get a building that faced the rest of the office park. She did not understand why this building needed to face the shopping center parking lot. Giles asked Council to look at the bigger picture and say no to the variance request unless the building could be made smaller to fit within the guidelines. She noted Dr. Mahaffey's office had a slope and did not have a retaining wall, asking if something more visually pleasing could be added so people would not be able to see the retaining wall. Ogletree said he thought they would be able to put in ground cover that would spill over and cover the wall. Giles said her preference would be for Council to deny the variance request. It was an office park, and there was plenty of retail. She wished the retail center owner would use some of the parking lot for offices. Ogletree said it would be an owner-occupied building. Bicycles Unlimited was a stable business that would be there for a while. Ogletree said-reiterated there was not a demand for office space. He owned the other multi-tenant building, and it had taken three to four years to fill it. The new building would be a bit of a transition between the shopping and the office areas.

Alan Phelps said this was a great idea. He appreciated all the concerns, but noted the biking clubs congregated at shop at times. Phelps said having the business in this location would allow riders to congregate away from the main parking lot.

Fleisch closed the public hearing.

Imker asked if the Planning Commission would work with Rast on the site plan, noting that it was on the Planning Commission's agenda for February 9. Imker said that would allow staff and the Planning Commission full reign to work with the applicant to ensure the project met the City's requirements.

Ernst moved to approve the variance request to the front building setbacks for Braelinn Office Park subject to the staff conditions. Learnard seconded. Motion carried unanimously.

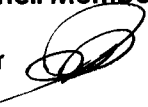
Meeker noted a variance for a dumpster had been mentioned, adding Council could not vote on that since it had not been advertised. Ogletree said he would ask for that later.

02-15-03 Consider Amendment to Municipal Court Ordinance – Failure to Appear Fee

Pennington asked Council to adopt an ordinance to establish a Failure to Appear fee and to establish the fee at \$75. He continued that the state had a fee of \$55 on all citations issued when a defendant did not appear for Court. The state recently requested each municipality enact their own ordinance that would allow a fee to be assessed. Pennington said there had been 843 Failures to Appear in 2014. The Court had been hit hard by the volume of cases that

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members
VIA: City Manager 
FROM: Jon Rorie, Public Services Director 
DATE: February 18, 2015
SUBJECT: Consider Facility Use Agreement with Southside Cycling Club
February 19, 2015, City Council Meeting

Recommendation:

That Council approve the attached Facility Use Agreement with Southside Cycling Club.

Discussion:

Peachtree City enters into facility use agreements with third party club and associations that utilize City facilities. The attached agreement is the 2015 renewal of the annual agreement with Southside Cycling Club for the non-exclusive use of area paths and the Mountain Bike Trail at the Peachtree City Athletic Complex.

Budget Impact:

This item should have no budgetary impact.

Special Interest Facility Agreement
Between
South Side Cycling Club
And
The City of Peachtree City

BACKGROUND: The City of Peachtree City is fortunate to have volunteers who execute **special interest** programs on behalf of the City. In this unique partnership, the City provides manpower, budget, and resources to construct and maintain quality facilities. **Special interest groups** provide volunteer personnel, and in some cases paid staff, to staff, organize, plan, and administer outstanding **special interest** programs. Together, this team ensures that wholesome, healthy, and enjoyable recreation activities are available to **the citizens** in the City. While the City Administration does not get closely involved with the structure, organization, or administration of South Side Cycling Club (SSCC), (The Association) operations, the City Recreation Department must remain accountable and responsible to citizens for any actions taken on its behalf by any affiliate organization, including **special interest groups**. Since the City provides valuable assets that are funded by tax paying citizens and the City allows use of these assets to the Associations, Associations must be prepared to provide their services in consonance with existing City policies, ordinances, and good business practices. **This agreement covers programs, projects, and activities of the association as it applies to the facilities listed within this agreement.**

GENERAL

1. 1. The Association agrees to provide a **safe and enjoyable environment for citizens using bicycles on the City Mountain Bike Trails** located at the Peachtree City Athletic Complex (PAC) as a service for the City. The Association has been formed to promote and advocate safety and road awareness for bicyclists and encourage and engage persons in the sport of any type of bicycling. The formation of the association is to provide members with one, single source of information about bicycling activities in the community. Some basic activities may be to organize planned path rides using the City authorized mountain bike trails, multi-purpose path system or road rides. Safety classes for children, maintenance classes for all riders, or how to ride in group classes may be scheduled. Skill sessions and bike swaps may be planned at mountain bike gatherings at the Mountain Bike Trails located at the PAC. In return for providing the **safe environment** and fulfilling the other requirements of this Agreement, the City hereby waives all usual fees for **facility** usage, which are routinely charged to other non-affiliated organizations. Such fees may be levied, however, if it is determined **that the Association** is being used to subsidize individual income of paid or volunteer Association staff, or that events are outside of routine Association activities.

2 The first agreement began January 11, 2011 for a five year period.

3 The City Council of Peachtree City approved the name change of the Baseball Soccer Complex (BSC) to Peachtree City Athletic (PAC) on March 6, 2014.

2. The term of this Agreement will begin January 1, 2015, and continue through December 31, 2015, provided, however, that this Agreement will automatically renew for a term of January 1 to December 31 of each succeeding year, for five years, unless written notice is given by either party of its intention to not renew this agreement at least sixty days prior to the expiration of the then current term. Either party may terminate this agreement, provided written notice is given at least thirty (30) days in advance.
3. The City specifically agrees to authorize the association to use the natural surface trails as mountain bike trails on a non-exclusive basis to **offer an enjoyable experience** at the following location:

Mountain Bike Trails located at the Peachtree City Athletic Complex (PAC)

Note: The Association may develop/use other MTB trails in the future as approved by the City. This agreement includes use of all support structures, unless otherwise specified.

4. Upon request, the Association must provide annually, prior to the beginning of the year to the Recreation Department the current versions of:
 - A list of Board of Directors and/or Association officers
 - A proposed budget for the upcoming year
 - A complete financial statement from the previous year
 - Current set of by-laws, with amendments if applicable
 - Proof of liability insurance/certificate of insurance coverage: Association shall carry a policy or policies of comprehensive general liability insurance, including personal injury with minimum limits of \$1,000,000.00 per occurrence, \$2,000,000.00 per occurrence in the aggregate. Such general liability insurance policy described above shall: (i) name City as an additional insured (s); and (ii) be issued by an insurance company having an A.M. Best rating of "!" or better and a financial category of "VI" or better (or otherwise approved by the City, which approval shall not be unreasonably withheld) which is licensed to do business in the State of Georgia; and

2 The first agreement began January 11, 2011 for a five year period.

3 The City Council of Peachtree City approved the name change of the Baseball Soccer Complex (BSC) to Peachtree City Athletic (PAC) on March 6, 2014.

- (iii) provide that said insurance shall not be cancelled unless thirty (30) days written notice shall have been given to the City. Said policy or policies, or certificates adequate to evidence such insurance coverage, shall be delivered to City by Association at least annually or upon request by City.
5. The Association will provide the Recreation Department with access to copies of minutes of all regular meetings, and all annual or special called meetings of the officers, Board of Directors, or general membership within 30 days of each meeting. In addition, the Association will place a designated City representative on the email list for all newsletters or special correspondence to membership.
 6. The Association is empowered by the City to control the behavior of participants during their activities to the same extent the City is so empowered. The Association can eject an unruly or dangerous participant **from** the premises during their activities. Any Association officer can exercise this authority. The Association, through these people, may contact the Police Department, if necessary.

SCHEDULES

7. The Association may coordinate their activities by other groups or entities approved by the Recreation Department if the Association has confirmed the use does not conflict with maintenance requirements, planned activities by the Recreation Department **and planned activities by other groups**. No other group, to whom a facility has been assigned, may charge a fee or allow another group to use the facility in their place for a City Approved Special Event. If payment is appropriate (as determined by the City Council on a case by case basis), the Recreation Department shall require payment from the requesting group or entity at the rates established by the City Council. The Recreation Department shall receive from such group or entity the payment of all deposits, all insurance information, all liability waivers required by the Recreation Department through the Special Event approval process before the group may use the facility.
8. **Inclement Weather** – The Association must adhere to the policies listed in the event of inclement weather as it relates to official organized activities of the Association.
 - A. **Lightning and thunder** – All activity will be suspended following the first sound of thunder and/or sighting of lightning and *no cycling* will resume until 30 minutes has elapsed without a new sighting of lightning or audible thunder.

- B. **Severe weather watch** – Once a severe weather watch is announced, the organization will prepare to stop activity and secure the facilities. The organization officials will monitor the weather conditions to determine activities and safety of the facilities and its users.
- C. **Severe weather warning** – ***ALL CYCLING SHALL STOP!*** All participants must leave the facility in an orderly manner. The facility will be closed until there is notification that weather conditions have cleared enabling safe usage.
- D. **Extreme Heat/Cold** – In the event the National Weather Service issues an advisory regarding extreme heat or cold conditions, the organizations must alter and/or cancel program activities to ensure safety of the participants.

FACILITIES/SECURITY

- 9. The Association agrees to police all areas being used to ensure that trash and litter are cleaned up after use for one of their events. These areas include any support structures at a facility used by the Association (restrooms, etc.). A cleanup deposit of \$250.00 will be assessed at the beginning of each Association's season. If cleanup for each event is not done in a reasonable amount of time and the City is required to do the cleanup, then the cost to the City will be deducted from that deposit. It is the Association's responsibility to ensure that the cleanup deposit is restored to \$250.00 if deductions have been made. The assessment will be implemented only if there is repeated abuse. This deposit is traditionally carried over to the next year.
- 10. The Association shall notify the Recreation Department of any damage, vandalism, needed repairs and/or safety issues at the respective **trail** as soon as possible, no later than the next working day. During the association's usage of **A FACILITY**, if damage is a result of Association members' negligence or failure to comply with accepted operational or security measures, the Association may be held responsible for reimbursing the city for all or part of repair costs.
- 11. The Association is responsible for monitoring any restroom facilities, including port-a-lets, during a **Special Event scheduled by the Association**. Hourly inspections are suggested to ensure that their members are not purposely or inadvertently causing damage to the facilities. Repairs to damage that can be specifically tracked to Association members will be deducted from the security deposit, and it will be the association's responsibility to restore the fund to \$250.00.

12. During the association's use of **A FACILITY**, the Association must not allow any alcoholic beverages and/or illegal drugs to be consumed on City property or in City facilities.
13. The Association shall allow no vehicles in other than designated parking areas. The City's police department may issue citations for illegally parked vehicles, or for reckless operation (speeding, etc.) of vehicles on City property.
14. The Association shall not be allowed, other than routine maintenance, to alter, add, delete, or improve **ANY FACILITIES** without prior written consent by the City Council. Such alterations, additions, or improvements shall meet existing applicable City codes, and become and remain City property.
15. . The Association will be required to submit a Special Event Application and complete the Special Event approval process with the City for each Special Event that the Association wishes to conduct.
16. The city's insurance covers only the city's buildings and fields.

FINANCIAL

17. **Financial Records:** Detailed financial records (monthly/annually) shall be maintained by the Association for inspection by the City upon request, including Receipts and Disbursements. Beginning and Ending Cash Balances and Bank Reconciliation, Financial records, receipts and disbursements shall be maintained by the association. It is understood that the Association, though domiciled in Peachtree City, is not exclusive to Peachtree City and does business in surrounding Cities and Counties.
18. **Audit:** The City reserves the right to conduct an internal audit (conducted by City staff) of the Association's financial records at any time. Audits can be conducted with no advance notice and the Association should be prepared to produce the requested information of documentation. The City will absorb the cost of conducting these internal audits. Moreover, if warranted by the City based on results of the internal audit, an independent audit (on the cash basis of accounting) by a Certified Public Accounting firm may be required. The Association will be responsible for the cost associated with this independent audit.
19. Association agrees to indemnify and shall hold the City harmless from any and all claims, liability, costs, or expenses for any injury or death to any person or damage to any property arising out of or in any way relating to any act or omission of its respective

agents, employees, contractors, invitees, licensees, or assignees, including attorney's fees and costs of litigation which arise, in whole or in part, from this Agreement. The duties set forth in this paragraph with respect to any claims or liability occurring or caused prior to any expiration or termination of this Agreement shall survive such expiration or termination.

Signed and agreed upon this date by:

Club President

Mayor

Date

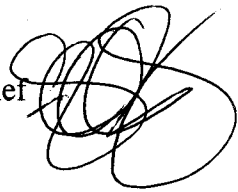
Date

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 

FROM: Joe O'Connor, Fire Chief 

DATE: February 18, 2015

SUBJECT: Approval of Clinical Agreement with West Point Fire Department
Paramedic Academy

Recommendation:

The Fire Department requests the Mayor and Council approve and direct the City Manager to sign the attached memorandum of agreement with West Point Fire Department Paramedic Academy for the purpose of providing clinical experience to their students.

Discussion:

Many members of our community, including some of our firefighters, have participated in Emergency Medical Technician (EMT) or Paramedic training through the program offered by West Point Fire Department Paramedic Academy. Every EMT/Paramedic student is required to gain clinical experience during their course to understand the challenges of providing emergency medical care in the pre-hospital setting.

The agreement would allow the experienced men and women of the Peachtree City Fire & Rescue Department to serve as clinical preceptors for West Point Fire Department Paramedic Academy's program. We believe this would be a positive experience for both the students and our staff, potentially creating the opportunity to recruit additional trained and certified members for our team.

Budget Impact:

This project should have no budget impact.

CLINICAL AGREEMENT

This Clinical Agreement is made and entered into this ____ day of February, 2015 by and between Peachtree City Fire and Rescue, herein after referred to the **Agency**, and The West Point Fire Department EMS Training Program, herein referred to as the **Academy**.

1. General Agreement

1.1 It is agreed and understood the Agency will serve as the clinical laboratory for the students in such a manner and at such time as the parties herein mutually agree, and that the Academy will provide faculty for necessary instruction and supervision of its students while on assignment in the **Agency**.

1.2 The Agency will retain full responsibility for the care of patients and will maintain administrative and professional supervision of students insofar as their presence affects the operation of the hospital and/or the direct or indirect care of patients.

2. Responsibilities of the Academy

2.1 will be responsible for and will directly control the educational programs in the selection of clinical experiences to meet stated objectives.

2.2 shall warrant that each paramedic student assigned to care for patients has a grade-point average of no lower than a 3.0 (on a 4.0 scale) in paramedic curriculum.

2.3 will collaborate with the Agency to develop a schedule and provide objectives for the learning experience being sought for students prior to the beginning of each period of experience.

2.4 will assure, so far as reasonably possible, that students and faculty do not pose health risks/hazards will maintain the following on each student and instructor who will be participating in clinical:

- a. Year of birth
- b. Current phone number where the individual may be reached
- c. All immunizations required by the Agency

2.5 will require each student and faculty member to carry malpractice insurance with a minimum coverage of \$2,000,000.00 and \$4,000,000.00 aggregate. The academy assumes all responsibility in the event of an accident or injury and holds the facility harmless.

2.6 will require each faculty member to hold licensure in the state(s) in which they practice.

2.7 will require each student to have health insurance.

2.8 will require CPR and ACLS certifications for each student and faculty member.

3. Responsibilities of the Agency

3.1 will serve as a clinical laboratory in which paramedic students (without regard to race, color, sex, creed, national origin, or on basis of handicap) may be assigned educational experience.

3.2 will provide Agency staff time for the orientation of the Academy faculty to the Agency, its policies and procedures.

3.3 will retain its usual responsibility relative to the care of patients and have sole control over the course of treatment and service rendered to patients.

3.4 will make available to the Academy a complete set of rules and regulations of the Agency, together with all amendments, deletions, and revisions thereof, in order that this information can be disseminated to instructors and students.

4. Mutual Responsibilities

4.1 Under no circumstances is any student or instructor or faculty member to be considered an agent or employee of the Agency.

4.2 Neither the Academy nor the Agency will make monetary compensation to the other for the use of the facility.

4.3 The Agency will provide any emergency medical care necessary to paramedic students, faculty members, or other Academy personnel connected with the paramedic education program.

4.4 The Agency shall retain the rights to require the removal from and deny access to its facilities to any student or faculty member whose professional and/or social conduct is, in the opinion of the Agency administration disruptive, disrespectful, or otherwise destructive of the established practices of the Agency or its standing in the community.

5. Terms of the Agreement

This agreement shall become effective February____, 2015 and shall be in effect until December 31, 2015. It shall be reviewed and redrawn when considered desirable by either Party. This agreement may be terminated upon mutual agreement of the parties or by either party with or without cause upon ninety days written notice to the other party.

AGENCY SIGNATURE

Peachtree City Fire and Rescue

Notary Public

My Commission Expires

ACADEMY SIGNATURE

Chief, West Point Fire Department

Notary Public

My Commission Expires

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager
Community Services Director 

FROM: Senior Planner *David*

DATE: February 17, 2015

SUBJECT: Consider request from Great Wolf Lodge of Georgia, LLC to rezone the 38.4-acre Dolce – Atlanta Peachtree tract from GC General Commercial to LUC-26 Limited Use Commercial (200 Aberdeen Parkway)
February 19, 2015 City Council Agenda

At the Applicant's request, Staff is recommending that the Public Hearing to consider this request be continued to the March 5, 2015, City Council meeting.

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**City Council of Peachtree City
Meeting Minutes
February 5, 2015
7:00 p.m.**

The Mayor and Council of Peachtree City met on Thursday, February 5, 2015, at City Hall. Mayor Vanessa Fleisch called the meeting to order at 7:00 p.m. Other Council Members attending: Terry Ernst, Eric Imker, Mike King, and Kim Learnard.

Announcements, Awards, Special Recognition

Fleisch recognized outgoing volunteer board members Bill Rial, Airport Authority, 2009 – 2014; Shayne Robinson, Recreation & Special Events Advisory Board, 2007 – 2014; and Andrew Dunn, Convention & Visitors Bureau – Recreation Venue, 2013-2014.

FCDA Report – Emily Poole

Emily Poole, business retention and expansion manager at the Fayette County Development Authority (FCDA), gave an update on FCDA activities during the last quarter, noting the recent "win" of Osmose Utilities and the decision to move its United States corporate headquarters to Peachtree City. Not many of the employees were planning to move, so Poole said more than 100 jobs would be created. A local development firm would build the complex, and there had been a significant capital investment by Osmose Utilities. She expected three more projects to be announced soon representing the aerospace/aviation, manufacturing, and corporate headquarters (relocation) sectors.

Poole's projects from FY 2015 included workforce development, training assistance, expansion plans, tax credit assistance, regulatory questions, real estate, and acting as a liaison between state and regional partners. The sectors that were assisted included aerospace/aviation, advanced manufacturing, film industry, corporate headquarters, and research and development/high-tech engineering. Requests for information (RFIs) and recruitment inquiries had come from corporate headquarters, aerospace/aviation, and advanced manufacturing.

Poole continued the Georgia Office of Economic Development, Georgia Power Company, Georgia EMC, and direct contact from the companies themselves were sources for leads. The targeted industries were corporate headquarters, research and development centers, advanced manufacturing, film, high tech/software/IT, and aerospace aviation.

Minutes

January 9, 2015, Retreat Minutes

January 15, 2015, Regular Meeting Minutes

King moved to approve the January 9, 2015, Retreat minutes as written. Learnard seconded. Motion carried unanimously.

Ernst moved to approve the January 15, 2015, regular meeting minutes as written. King seconded. Motion carried 4-0-1 (Fleisch).

Consent Agenda

1. Consider Increase in Administrative Fee for Municipal Court

Imker moved to approve the Consent Agenda. Ernst seconded. Motion carried unanimously.

Old Agenda Items

03-14-04 Discuss Subdivision Entrance Sign Replacement Policy

Community Services/Public Services Director Jon Rorie reminded Council there had been a workshop on this topic in 2014. One of the items from the workshop was to conduct a survey to see what the residents wanted, and 231 people responded to a survey on the City's website on subdivision signs. The results were: 28% supported continuing the current process of maintaining/replacing as needed, 20% supported setting a dollar limit for sign maintenance/replacement, 16% supported making signs the neighborhoods' responsibility, 14% supported establishing a standard entry sign, 11% supported allowing subdivisions to upgrade signs with an agreement, and 9% supported removing signs as they age.

Rorie continued that the idea was to come up with a plan of action and the most cost-effective approach to making repairs. Without a policy, staff was left to make decisions on a case-by-case basis. He noted that most of the subdivisions had one or more entrance signs installed in the City's rights-of-way. The development procedures required two-year maintenance agreements by the developer for the signs. After those two years, the maintenance responsibility for the signs and landscaping was transferred to the City. Forty-one subdivisions had homeowners associations (HOAs) that were maintaining signs and entrances, and the City was responsible for 157 subdivision entrances (171 signs). The City did not maintain irrigation or lighting systems.

Some of the signs were small, basic, and simple, while others were large, fancy, and grand, according to Rorie. There were three construction types – masonry, EFIS/foam/stucco, and wood. The maintenance/replacement requirements for masonry signs were low, and 78 of the signs were masonry. Fifty-six signs were EFIS/foam/stucco, and the maintenance replacement demand was moderate. Wood had the highest maintenance/replacement demand, and 34 of the signs were wood.

Rorie showed photos of several recent sign repairs, most of which involved only a good cleaning and given a fresh coat of paint. He noted that the outsourced repair quote for the sign at Southern Trace had been \$3,035 to repair the stucco and repaint the sign and lettering. The City repaired it at one-third of the cost or less. He also showed two examples of replacement signs, noting the quote for an EFIS/faux stone sign was \$3,200. The quote for a masonry sign with wood inserts was \$2,850. Some subdivisions had taken ownership of their entrances and had taken on the responsibility of purchasing items that were needed for entrances that had design elements in addition to the subdivision sign or replacing electric lights with solar lighting.

Rorie said two possible policies had been provided to Council for consideration, and he would like to add the adoption of a policy to an agenda in the near future. Option 1 was for the City to replace and maintain signs throughout the City. Draft 2 was for the City to discontinue the past practice of maintaining or replacing subdivision signs and landscaping and require residents of the individual neighborhoods to assume this responsibility. Funding (\$25,000) was earmarked in the FY 2015 budget for cleaning, painting/repair, and replacement of subdivision signs.

The key questions for Council were whether the City should expend funds for subdivision sign maintenance, how much, and the maximum amount per sign. Another question was what the standard sign should be – masonry, EFIS/foam, or wood. The last question was whether or not the City could transfer responsibility for maintenance to the subdivision residents. For a subdivision to take over its own maintenance and landscaping, 51% of the residents had to agree to do so. Rorie explained that when a subdivision sign was in such a state of disrepair that it had to be removed, the homeowners would be notified before the removal so they could make a decision on whether or not to take over the maintenance. The subdivision could be

eligible for a "grant" to help with replacement, but from that point on, the City would no longer maintain the sign or landscaping.

Fleisch asked Rorie how the signs were being chosen for maintenance, saying the signs along Peachtree Parkway were very visible. Rorie said the first option was always to repair and maintain the sign, not to replace it.

City Manager Jim Pennington reminded Council that a number of subdivision signs were maintained by the HOAs. Those residents were paying the same taxes as the subdivisions without HOAs and were also paying to maintain their own signs. It was a question Council should answer as it was a policy decision.

Learnard noted that the survey results ran the gamut, asking Rorie for his recommendation. Rorie agreed with Pennington that there would be residents who did not want to pay for another subdivision's sign since they were taking care of their own. He asked what would happen if all the subdivision signs were torn out. The signs gave distinctive characteristics to the subdivisions. The City should move forward with a policy and cap the costs, identify a standard sign, and replace them over the years. However, Rorie said the city did not install or maintain annual flowers at any of the subdivisions.

Fleisch pointed out that the signs had not been maintained for a long time, which was why they were looking so bad. Rorie said there were limitations on what Public Works could do, but once they had worked on a sign, the feedback had been immediate and positive. Fleisch said she wanted the City to continue to maintain the signs, adding she would like another Glenloch Village sign at the intersection of Peachtree Parkway/SR 54. The original sign had been removed because of visibility issues.

Rorie proposed Council move forward with Draft 1 of the policy, which would standardize the signs upon replacement. He said he would add the policy to one of the next few agendas.

Imker asked how some subdivisions ended up with the responsibility of maintaining the signs and entrances, while others did not. Rorie said there were subdivisions that did not form an HOA. Establishing an HOA now would require 100% approval from the residents of the subdivision. Pennington added that some subdivisions had HOAs in the past, but they had folded. Imker said he wanted to be sensitive to the subdivision residents who maintained their own signs. Fleisch pointed out that it was a resident's choice to live in a subdivision with or without an HOA.

Ernst asked if Rorie was saying future maintenance and repairs would be done in-house. Rorie said there was a limitation to that, and some work might have to be outsourced. Painting and pressure washing could be done in-house. The goal was to refinish four signs per month, and a maintenance cycle needed to be established.

No action was needed on this agenda item.

11-14-02 Consider Dredging of Lake Peachtree

Pennington said the City had been very lucky that the County had moved ahead with a \$1,449,000 contract to start dredging. The City had added a number of alternate locations to the bid, and Pennington was amazed at the cost of the vegetation removal, which totaled \$235,000, and over \$602,000 for the additional dredging by the contract winner, Massana. The removal of Snake Island would cost \$2.4 million. Pennington said he was not sure whether the removal of the additional silt was worth more than \$600,000. The question was whether or not

the cost of the vegetation removal could be lowered. He continued that Massana had questioned how to remove the vegetation, and there had been some conversations on the best way to do that, possibly contracting it out to another company.

Pennington said the only room to negotiate was on the vegetation removal, unless Council wanted to proceed with dredging any additional areas of the lake. Staff would continue to work with Massana on the cost of the vegetation removal. Massana said they were going to do a test to determine the best way to cut the grass, and Pennington hoped to have a better understanding of that before the next meeting.

Learnard asked if a controlled burn could be done to get rid of the vegetation. Pennington said he and Fire Chief Joe O'Connor had discussed it. O'Connor said he had asked the regional chief ranger of the Forestry Commission about the risk of a wild fire in the lake bed, and the ranger had said there was low risk based on the water table along with other indicators. O'Connor said he had not asked about a controlled burn, but he could ask him. Learnard said the cost to remove the vegetation was exorbitant, and people did hold controlled burns every day. Pennington said there were reasons to not do a controlled burn, including the smoke and the proximity to SR 54, and he asked O'Connor to contact the regional chief ranger.

Learnard said she also wanted to understand the necessity of the extra vegetation removal and dredging. No matter what happened, the sterile carp would have to be restocked. Pennington said there was no necessity. The dredging would only take those additional areas down to four feet from a natural level of three feet. The question was whether it was worth the money, and Pennington said it was not. These areas were discussed at the beginning by Council and the citizens. The County was removing two to three times more silt than ever before. His concern was whether removing the vegetation was worth spending \$235,000.

Ernst asked if a lot of the vegetation would die when the lake filled. Rorie said it would, but the problem was the potential for a fish kill and the oxygen levels downstream would have to be monitored. Spending the money or burning the vegetation could avoid that.

Pennington said the continuing negotiations with Massana to bring the cost down could help, and staff would be meeting with them toward the end of the month. Rorie said the issue was hand-cutting the vegetation or being able to use heavier equipment to bush hog the area; they did not know the answer yet.

Pennington said his recommendation was that Council not consider the \$602,000 for dredging the additional areas. He noted the grass could be a problem, and he wanted to look into that further. The mobilization for the dredging should begin at the end of February or the first of March.

King asked where the silt would be taken. Pennington said he understood Massana had property on Dividend Drive. They would move it to that site, then sell the silt. The silt had been tested by the County, and it was clean dirt. This was one of the ways to keep the cost of the dredging down.

King pointed out the decaying plant material would smell, so they needed to get the plant material out now. Ernst asked when the actual dredging would start, saying the citizens wanted to know as soon as possible. Pennington said he would ask the County Administrator, and the plan was to have it finished by May.

Imker asked if the actual dredging of silt by the City was being taken off the table. Pennington said it was. Imker said the cost for dredging was above what he expected, so he wanted to concentrate on the vegetation removal.

No action was taken.

New Agenda Items

02-15-01 Public Hearing – Consider Step One Annexation Application for Two Tracts of Land on HWY 54 East (Bradshaw Family, LLLP)

Senior Planner David Rast addressed Council, saying the applicant, Bradshaw Family, LLP, wanted to annex two tracts of land on SR 54 East that totaled 28.3 acres, with frontage on SR 54 and Sumner Road. The tracts (14.1 acres and 14.2 acres) were currently located in unincorporated Fayette County. The land use in the County was low-density residential, and the zoning was Agricultural Residential (AR). Because this was a Step One application, Rast said staff would not be making a recommendation.

Jerry Peterson represented the applicant, noting this property had been in the Bradshaw family for generations, and it was one of four areas Council had identified several months ago as possible annexation areas. There was 755 feet of frontage on SR 54, as well as an existing median cut onto the highway with full turning access. He continued that the Georgia Department of Transportation (GDOT) would give two access points if the applicant wanted them. The frontage on Sumner Road was 1,160 feet to the City limits.

Peterson continued that many Smokerise residents had lived in their homes a long time and could be looking at downsizing, saying the proposed plan would have a residential component that would have quality homes in same area. The residential component would be on the north portion of the property, comprising about 40% of the plan. There were also two small commercial components on SR 54, as well an office component that would serve as a transition between the commercial and residential components. Internal cart paths were planned that would connect to Smokerise and Lexington Park. Septic tanks were a problem in this area, and sewer was coming to the area. If the property was not annexed, it would be developed on septic, although Peterson said that, long-term, it would be better to develop the property on sewer. The City would also have some control on how the property looked as it was built out if the property was annexed. There would not be a big box or a big 20-acre strip center. The businesses would be small scale like the ones already in the area. The taxes would benefit the City.

Fleisch noted that this was a Step One application, and approval would only give staff the opportunity to look at the annexation with the applicant. Fleisch opened the public hearing.

Emily Nadeau said her backyard would be the retention pond. Her concern was annexing and rezoning from light density residential to a more dense use. She owned a large home and was interested in a smaller home, but she was not interested in having as many neighbors as proposed for the residential component. The entrance would be in her bedroom window view. The plan was not a light residential plan.

Lee Snedeker said she and her husband owned 22 acres on Sumner Road and had lived there for 21 years. When the City asked to annex some property, they gave the City less than an acre and had been assured there would be no curb cuts on Sumner Road. Many people used Sumner Road as a cut-through, and she asked where access would be for the property. Sumner Road was a narrow, residential road, and she was concerned about where the traffic for the proposed uses would come and go from the tract.

Allison Willison asked what size the residential lots would be. Peterson said this was a schematic plan, but 28 lots were planned approximately 70 feet by 150 feet. The entry could move somewhere else. He pointed out the left side of Sumner Road was already in the City, and a park was planned there so the entry would not be right at someone's house. Willison said she did not like the crammed in houses and only one way in and out.

Learnard clarified that Step One Annexation application was about whether to advance the conversation, not about the size of the lots. An approval of the application would only let the process start.

Martine Yancey said she liked to go to the area by golf cart, following the path through Lexington Circle, then dropping off onto Sumner Road. The cars travelling on Sumner Road went fast and cut around golf carts. She asked Council to make sure they looked at cart paths in the area if it was annexed.

William Mastin said his concerns were the previous tracts that had been annexed, including the Foot Pain Clinic building. They had promised landscaping and improvements that were still pending. The tracts annexed did not conform to the City's standards. He had been told Sumner Road was a scenic road, and it was degrading.

Gary Rickards was concerned about the proposed density of the property, saying he was not against the annexation, but asked Council to keep the zoning as it was in the County. Traffic was already an issue, and increased density would increase traffic.

Tom Brogan asked how the City would benefit from the annexation and how the taxpayers would benefit. Fleisch said economic impact studies would be done as part of the annexation.

The public hearing closed.

Learnard reiterated that this vote would not be on the plan or the traffic, but to move the conversation along. On that point, she had no issues.

Imker said this tract had come to Council two years ago, but no plan for development had been presented. Council had rejected it at that time, but Imker believed this concept to be potentially viable. He reiterated that by voting in favor of the Step One application Council was only saying it was ok to present a proposal. He had issues with the density and the access to Sumner Road. Imker said he was prepared to vote against the Step Two application if it did not meet his expectations after hearing from the Planning Commission, other Council Members, and the public.

Ernst agreed, saying the plan could change. He was only saying he wanted to look at the plan by voting for the Step One application.

King agreed with Ernst and Imker, pointing out that, unlike a lot of developments, this tract would be developed by a City resident, and the developer was willing to work with staff to make things right. Now there was a starting point for the plan.

Fleisch said she had many concerns, and she would have a lot of caveats so SR 54 East did not look like SR 54 West. This tract was virgin land, so the opportunity was there to make it look like the rest of the City. The property could also hook into the new lift station for sewer.

King moved to approve the Step One Annexation application for the two tracts of land on SR 54 East owned by the Bradshaw Family LLP. Learnard seconded. Motion carried unanimously.

Learnard asked how many more properties were in the area. She wanted to take a comprehensive look and reach out to the remaining properties. Rast said there were four tracts left to complete the triangle. Imker noted there was another parcel owned by a family trust at the intersection of Sumner and Highway 54 already in the City, and they were not interested in annexation. Rast said that was correct.

Imker said he was concerned the City could create an unincorporated island in the City. City Attorney Ted Meeker said it would depend on how far up the east side the annexations went. King said he had been approached by a property owner, and there was interest in annexation on the south (east) side of the highway. Imker recalled the City had been sued due to the creation of an island during the west side annexations, and he did not want that to happen again because an island was accidentally created. Meeker said there was the potential to create an island, but until the City had applications, there was not much that could be done.

02-15-02 Public Hearing – Consider Variance to Front Building Setback, Braelinn Village Office Park

Rast said a tract of land adjoining the Braelinn Village Retail Center had been developed as Braelinn Office Park with five lots for office development. The Mahaffey Medical Clinic, Braelinn Dental Clinic, and a multi-tenant building had been built, leaving two undeveloped tracts. A plan had been approved for Lot 4, and the foundation for the building was in place. The variance request was for Lot 5, which fronted four private streets on all sides. As a result, the front setbacks and front parking setbacks applied to each side of the tract, which restricted the amount of developable property on the lot.

Rast continued that the plan was to build a 10,000 square-foot multi-tenant building and associated parking. There were several issues with the lot, including a problem with topography. A retaining wall would have to be built on one side to build up the site for parking. The tenants for the building needed exposure to the Braelinn Village Retail Center, so the front of the building would face the main property, with the rear of the building facing one of the other office buildings. One corner of the building would encroach 9.7 feet into the 40-foot front building setback. There were no issues with the parking or service drive, just the one corner of the property. There were options that could be used to move the building out of the setback, but the variance was appropriate due to the location and the four front building setbacks. Staff reviewed the request based on the six criteria for a variance, and staff supported the request with the following conditions:

1. *The variance shall be limited to an encroachment of no more than 9.7 feet as shown on the conceptual site plan for Bicycles Unlimited as prepared by Capstone Engineering, Inc. (dated January 16, 2015). There shall be no other encroachments permitted without first securing additional variances.*
2. *A foundation survey shall be submitted to the Building Official prior to the beginning of any vertical construction. The purpose of the survey is to ensure the building foundation encroaches no more than 9.7 feet into the front building setback as permitted by this variance.*

Chuck Ogletree, applicant, represented the owner of the new building, Bicycles Unlimited, which had run out of space in its current location. He continued that the tract was difficult and had a severe drop-off on the southern end of the property, which dropped about 12 feet. The building would probably not end up with 10,000 square feet, but they wanted to maintain as

much space as possible. They wanted to make the tract more pedestrian-friendly, and it would include bike racks and picnic tables.

Ogletree said he had also asked for a variance for a dumpster enclosure inside the 40-foot setback because there was no place on the site for the dumpster. The surrounding property owners were in agreement with the variance requests. The lot had several challenges, and granting this variance would not harm the general public. Ogletree said approval of the variance would not necessarily set a precedent because of the unique situation of four front sides and the topography.

Fleisch opened the public hearing.

Mary Giles said she was very familiar with Ogletree's work and whatever went in would be quality. However, Braelinn Village had only one office park, and it had taken almost 15 years to get that. It had been worth the wait. She asked why they could not wait longer and get a building that faced the rest of the office park. She did not understand why this building needed to face the shopping center parking lot. Giles asked Council to look at the bigger picture and say no to the variance request unless the building could be made smaller to fit within the guidelines. She noted Dr. Mahaffey's office had a slope and did not have a retaining wall, asking if something more visually pleasing could be added so people would not be able to see the retaining wall. Ogletree said he thought they would be able to put in ground cover that would spill over and cover the wall. Giles said her preference would be for Council to deny the variance request. It was an office park, and there was plenty of retail. She wished the retail center owner would use some of the parking lot for offices. It would be an owner-occupied building. Bicycles Unlimited was a stable business that would be there for a while. Ogletree said there was not a demand for office space. He owned the other multi-tenant building, and it had taken three to four years to fill it. The new building would be a bit of a transition between the shopping and the office areas.

Alan Phelps said this was a great idea. He appreciated all the concerns, but noted the biking clubs congregated at shop at times. Phelps said having the business in this location would allow riders to congregate away from the main parking lot.

Fleisch closed the public hearing.

Imker asked if the Planning Commission would work with Rast on the site plan, noting that it was on the Planning Commission's agenda for February 9. Imker said that would allow staff and the Planning Commission full reign to work with the applicant to ensure the project met the City's requirements.

Ernst moved to approve the variance request to the front building setbacks for Braelinn Office Park subject to the staff conditions. Learnard seconded. Motion carried unanimously.

Meeker noted a variance for a dumpster had been mentioned, adding Council could not vote on that since it had not been advertised. Ogletree said he would ask for that later.

02-15-03 Consider Amendment to Municipal Court Ordinance – Failure to Appear Fee

Pennington asked Council to adopt an ordinance to establish a Failure to Appear fee and to establish the fee at \$75. He continued that the state had a fee of \$55 on all citations issued when a defendant did not appear for Court. The state recently requested each municipality enact their own ordinance that would allow a fee to be assessed. Pennington said there had been 843 Failures to Appear in 2014. The Court had been hit hard by the volume of cases that

were prosecuted, and the judge was concerned about failures to appear. The judge would have the choice of charging the \$75 or having the defendant put in jail for three days.

Imker moved to approve the amendment to the Municipal Court ordinance – Failure to Appear fee. Learnard seconded. Motion carried unanimously.

02-15-04 Consider Amendments to Convention & Visitors Bureau Bylaws

Wende Blumberg, chairman of the Peachtree City Convention and Visitors Bureau (CVB), addressed Council, noting the proposed changes to the bylaws. She added that the CVB board had approved the changes to the board member descriptions at its last meeting.

The proposed changes included modifying one Board Member description from the qualification "tourism media related experience" to "tourism related experience." In addition, the option to appoint one or two members to the CVB under the same Board Member description was added. Blumberg pointed out the quorum rules would also change from four to five if an eighth member was appointed, which was included in the proposed amendments. The Recreation and Special Events Board Member description would be amended to "representative," rather than "Chairperson of the Recreation and Special Events Board or Community Services Director." Blumberg noted that the change in the Recreation and Special Events Board member aligned it with the requirements for the representative from the Peachtree City Airport Authority.

King moved to approve the amendments to the Convention & Visitors Bureau bylaws. Learnard seconded. Motion carried unanimously.

02-15-05 Consider Contract Award – Meade Field Restroom

City Engineer Dave Borkowski said staff recommended awarding the bid for the restroom construction to Quality Construction by McLeRoy for \$93,777. The budgeted cost was \$110,000. Borkowski said McLeRoy submitted the only bid, since the second bidder did not submit their bid on time. Staff was looking at the company's qualifications and references, adding McLeRoy was currently working for the City of Newnan building three restrooms and a Public Works building. Borkowski said funding for the project would come from Recreation impact fees and a contribution earmarked to assist with building the restroom from Somerby of Peachtree City Retirement Community. No funds would come from the General Fund.

Learnard asked where the building would be located at Meade Field. Borkowski said it would be almost at the end of the field next to the wood line, near the gravel drive between the farthest field and the field next to it. Rorie added it would also be located adjacent to the cart path from The Gates.

Fleisch asked when work would start and if it would be ready when the season began. Rorie said it was a simple project that should move quickly, but it would not be ready when the season began.

Imker asked if the restroom would be connected to the sewer line between The Gates and Somerby. Rorie said that making the connection to the sewer had been a requirement of The Gates annexation. Rorie asked Council to keep the total budget at \$100,000.

Learnard moved to award the contract for the Meade Field restroom to Quality Construction by McLeRoy for \$93,777 and to establish the total budget for the project at \$100,000. Ernst seconded. Motion carried unanimously.

02-15-06 Consider Contract Award – Facility Bond Fire Protection Systems Replacements

Rorie said this was a Facilities Bond project. There were currently three replacement projects, including the City Hall fire alarm system, Library fire alarm system, and the City Hall vault Halon Suppression System, which totaled \$78,133. He recommended awarding a contract to PROSTAR Fire Systems, Inc., not to exceed \$78,134 to replace the systems. Rorie continued that PROSTAR had been awarded an annual contract for fire alarm and sprinkler services in November 2012 after staff had solicited Requests for Proposals (RFPs). The agreement included inspection and maintenance of City fire protection systems, devices, and extinguishers. Rorie said the proposal was approximately \$22,000 under budget.

King moved to award the contract to PROSTAR Fire Systems, Inc., for a not to exceed amount of \$78,134. Ernst seconded. Motion carried unanimously.

02-15-07 Consider Lake Peachtree Dam/Spillway Expenses

Pennington asked City Council to approve an additional \$300,000 from cash reserves for the Lake Peachtree Dam/Spillway expenses. The funds were needed to pay the deficit of \$45,255 currently encumbered (from FY 2014 approved \$100,000) and additional anticipated costs for the geotechnical evaluation (\$44,650), Schnabel Engineering (\$38,840), Emergency Action Plan (\$37,730), dam alternatives analysis (\$33,840), bathymetric survey (\$17,752), and estimated legal and other expenses (\$81,933).

Pennington said \$45,255 was for Integrated Science & Engineering (ISE) and Schnabel for the work done to get the category determination. He added ISE would perform the geotechnical evaluation. Schnabel would write the Emergency Action Plan. Pennington continued that an Emergency Action Plan needed to be in place for every dam.

The dam alternative analysis was to provide alternatives for the future. The bathymetric survey would also look at the future, and the estimate of \$17,752 might drop. The estimated legal and expenses (\$81,933) would be available to help clean this project up, according to Pennington.

Fleisch verified that Schnabel would conduct the Emergency Action Plan. Pennington said that was correct, and ISE would do the geotechnical evaluation. The work was either being done through contracts with the attorneys or ISE.

Imker said he was concerned the City had gone into a new fiscal year without paying money owed during the last fiscal year. Pennington said the expenses had occurred at the last minute as the attorneys were moving forward with the negotiations with the Environmental Protection Division (EPD). Additional information had been required that the City did not have, and those costs were not available until after the beginning of the year.

Imker said he was not questioning paying the bill, but he was concerned that another \$250,000 would be needed in six months. He did not know what the City's final responsibility for the project would be, so he could not vote for anything until he had some comfort level on the City's responsibilities. He asked if the City was responsible for repairing the spillway. He did not have a clear understanding of what they were buying with taxpayer money.

Pennington said they were not dealing with the spillway at this time. Every one of the items on the list had been planned out and discussed, and the Emergency Action Plan was a safeguard for the future. Imker said Pennington would not convince him at this meeting that the money needed to be spent. Pennington said they could not go forward with signing another contract or request for engineering unless the funds were available. Imker said that was where

Pennington should be. He could not vote for it until he understood what the City was responsible for.

Learnard noted that the memo for the agenda item had discussed the money from FY 2014. Meeker said \$6,758 of the \$45,255 was the amount that exceeded the \$100,000 budget that was set. Since that time period, another \$38,497 had been incurred. Learnard asked if approving the funds was urgent or if Council could have another conversation in the near term. Pennington said in the near term was fine, but there were bills that had to be paid. He noted everything but the \$45,000 at the top of the list were items that were still to come.

Imker said that was what he wanted to stop, saying Pennington had done the right thing by stopping the spending and getting approval from Council before moving forward. An Emergency Action Plan should be in place before anything formal was done with the dam and spillway, but there was time. Meeker asked Imker to consider the expenses from FY 2014, adding Council could delay the other matters.

Pennington continued that legal expenses continued to incur, which he could handle out of the Legal Expenses account. Imker recalled setting aside \$100,000 for legal bills. Pennington said the City had tracked all the expenses for the lake.

Salvatore said Schnabel had not been paid. If the work had already been done, then it should be covered. Of the \$145,000 spent to date, only legal and engineering from ISE had been paid. Pennington said Schnabel's bill was coming through ISE. The Emergency Action Plan would be a separate item, and he wanted Council to be aware of the money being spent before he proceeded.

Fleisch agreed this was a lot of money, but added the team had been wonderful to work with and had done a great job for the City.

Learnard moved to approve \$45,255 for additional Lake Peachtree dam and spillway expenses and to continue the additional items until the next meeting in February. King seconded. Motion carried unanimously.

Council/Staff Topics

Pennington noted that all City employees would attend harassment training beginning Monday, February 9, and training would continue through the end of February.

He said a summarization of everything done at Retreat on January 9 had been completed, and staff was trying to group everything by topic areas. He hoped to have it to Council by the next day or early the next week.

Another meeting with the representatives from the Wilksmoor annexation developers would be held Monday, February 9, to discuss where things were going and how MacDuff Parkway was coming along.

Executive Session

Learnard moved to convene in executive session at 9:11 p.m. to discuss acquisition or disposal of real estate, personnel, and threatened or pending litigation. King seconded. Motion carried unanimously.

King moved to reconvene in regular session at 10:02 p.m. Learnard seconded. Motion carried unanimously.

There being no further business, Learnard moved to adjourn the meeting. Ernst seconded. Motion carried unanimously. The meeting adjourned at 10:02 p.m.

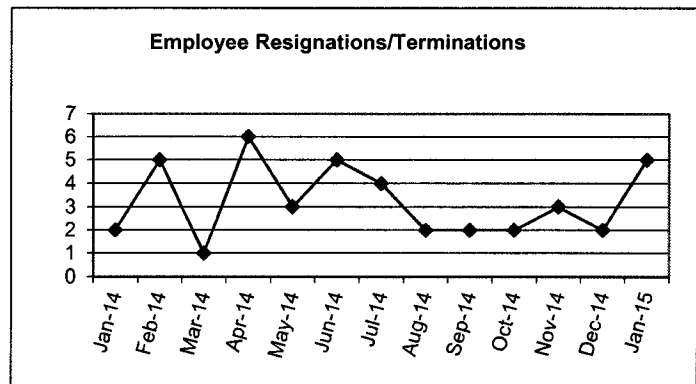
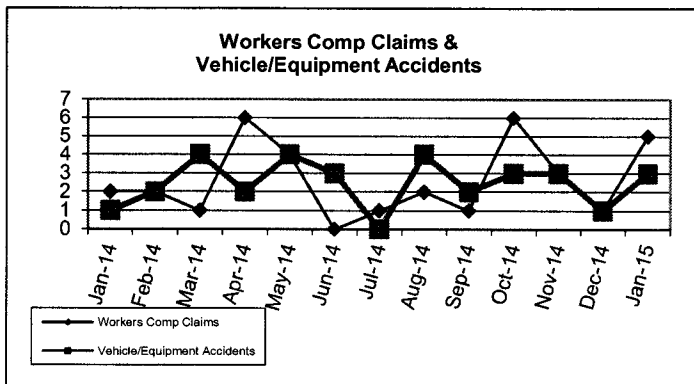
Pamela Dufresne, Deputy City Clerk

Vanessa Fleisch, Mayor

Administrative Services

Monthly Report

Human Resources & Risk Management



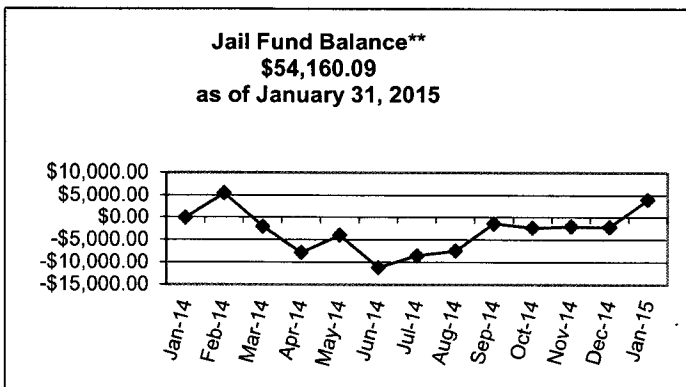
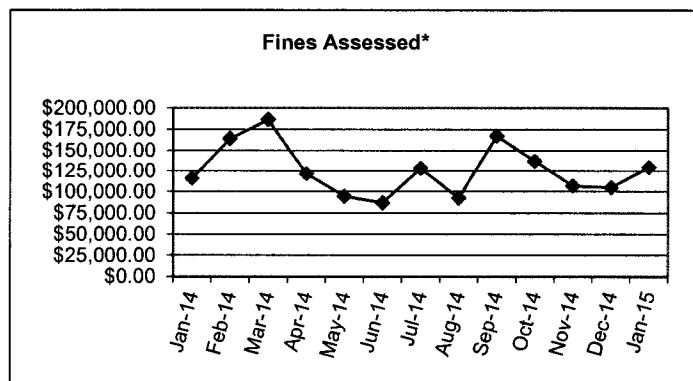
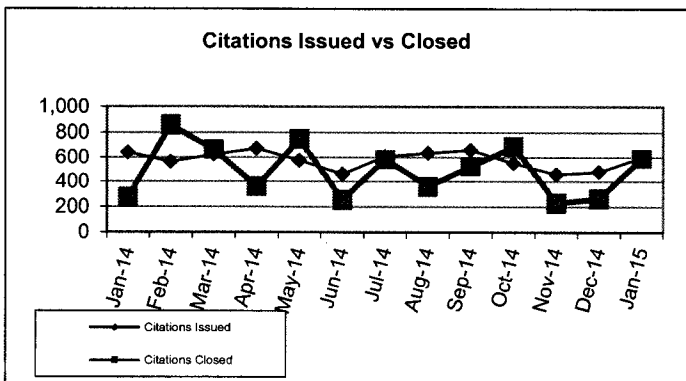
Turnover Rate (Annual)

FY 2015 (ytd)
3.92%

FY 2014 (total)
13.77%

NOTES: FY 2014 figures include 5 retirements; data does not include RIFs or seasonal positions.

Municipal Court



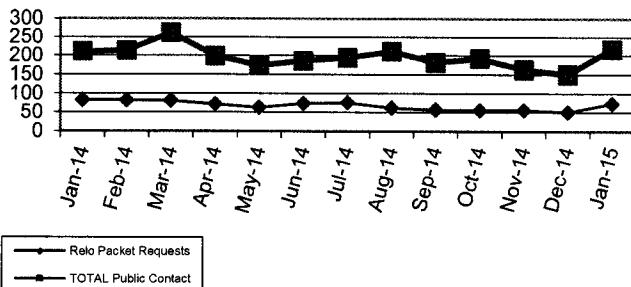
* Approximately 33% of the Municipal Court Fines Collected reflect mandated add-ons that pass through to State and other agencies. The monies reflected above are not the actual revenues received; for revenue received, please refer to Financial Services report "General Fund Revenues Received: Fines & Forfeitures"

** A positive Jail Fund Balance reflects a credit with the County based on jail fees paid versus number of prisoners housed

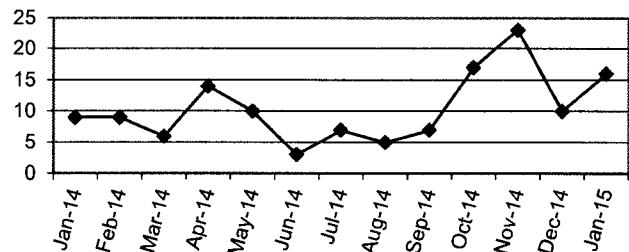
Administrative Services Monthly Report

Public Information

Public Contact / Comments / Questions

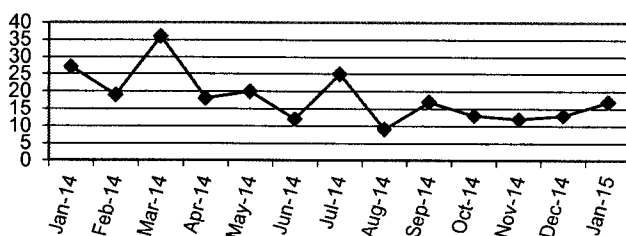


Open Records / Discovery Requests

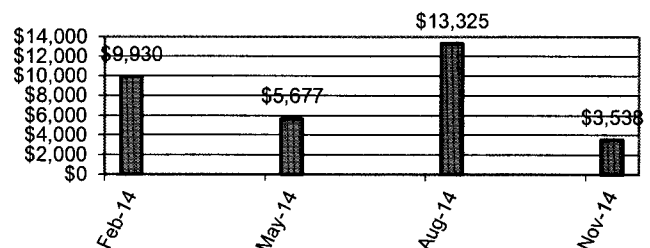


City Clerk

New Businesses Registered

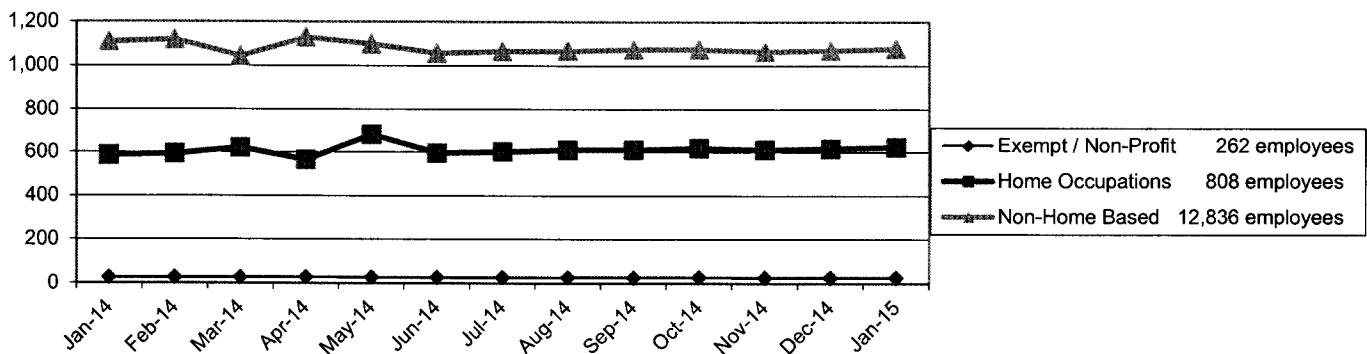


Quarterly Sanitation Franchise Fees**



**Republic 1st & 2nd Q payments adjusted following staffing changes. Two past due payments for 3rd Q.

Registered Businesses
(with current employment figures)



Note: Exempt/Non-Profit is either Home Based or Non-Home Based. June finalizes the annual registration and elimination of closed businesses for previous year. New businesses are added as they register.

Top 10 Employers by # of employees: Cooper Lighting, Panasonic, NCR, Hoshizaki, Alenco, Wal-Mart, Southland Nursing Home, Avery Dennison, Comcast, Randstad

City Council Monthly Report

As of: 2/9/2015

DEPARTMENT: PLANNING & ZONING
SUPERVISOR: DAVID RAST

FISCAL YEAR: 2015
CREATOR: KATHY GRAY

MONTH:		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	COMPARISON CHART			
BUILDING DEPARTMENT															YTD	FEB of	FEB of
RESIDENTIAL BUILDING PERMITS															FY 2015	FY 2014	FY 2013
Single Family Units:		1	3	11	7	0								22	9	10	
Single Family C.O.'s		1	1	2	5	0								9	11	12	
Multi Family Units:		0	0	0	0	0								0	0	0	
Multi Family C.O.'s		0	0	0	0	0								0	96	0	
Miscellaneous*:		72	76	47	57	0								252	104	115	
INSPECTIONS:		268	207	201	159	0								835	869	811	
NON-RESIDENTIAL BUILDING PERMITS																	
New Construction:		3	0	1	0	0								4	2	4	
Non-Residential C.O.'s		12	12	6	6	0								36	18	19	
Expansion/Renovation/Tenant Finish:		4	4	6	6	0								20	34	28	
Miscellaneous*:		1	5	7	12	0								25	9	14	
INSPECTIONS:		84	80	61	106	0								331	483	383	
DEVELOPMENT PERMITS		18	2	3	8	0								31	15	14	
POPULATION ESTIMATE^		34,539	34,541	34,545	34,555	0								0	34,726	34,466	
BUILDING PERMIT FEES		\$47,141	\$37,048	\$92,342	\$49,515	\$0								\$226,046	\$177,506	\$157,169	
PLANNING DEPARTMENT																	
Tree Removal Permits:		86	63	41	0	0								190	256	259	
Sign Permits:		\$400	\$500	\$400	\$300	\$0								\$1,600	\$1,800	\$2,030	
Banner/ Special Event Permits:		\$105	\$190	\$30	\$150	\$0								\$475	\$860	\$635	
New Construction Plan Reviews:		\$2,374	\$1,200	\$600	\$9,793	\$0								\$13,967	\$5,399	\$6,540	
Other Plan Reviews/Permits:		\$2,835	\$150	\$500	\$6,796	\$0								\$10,281	\$10,492	\$4,278	
Misc permit fees		\$200	\$0	\$200	\$60	\$0								\$460	\$589	\$606	
Fire Department Permit Fees:		\$1,475	\$1,224	\$1,573	\$1,744	\$0								\$6,016	\$7,616	\$7,877	
TOTAL PLAN REVIEW FEES		\$7,389	\$3,264	\$3,303	\$18,843	\$0								\$32,799	\$26,756	\$21,966	
TOTAL FEES COLLECTED		\$54,530	\$40,312	\$95,645	\$68,358	\$0								\$258,845	\$204,262	\$179,135	

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

* Based on 2.09 people per residential CO

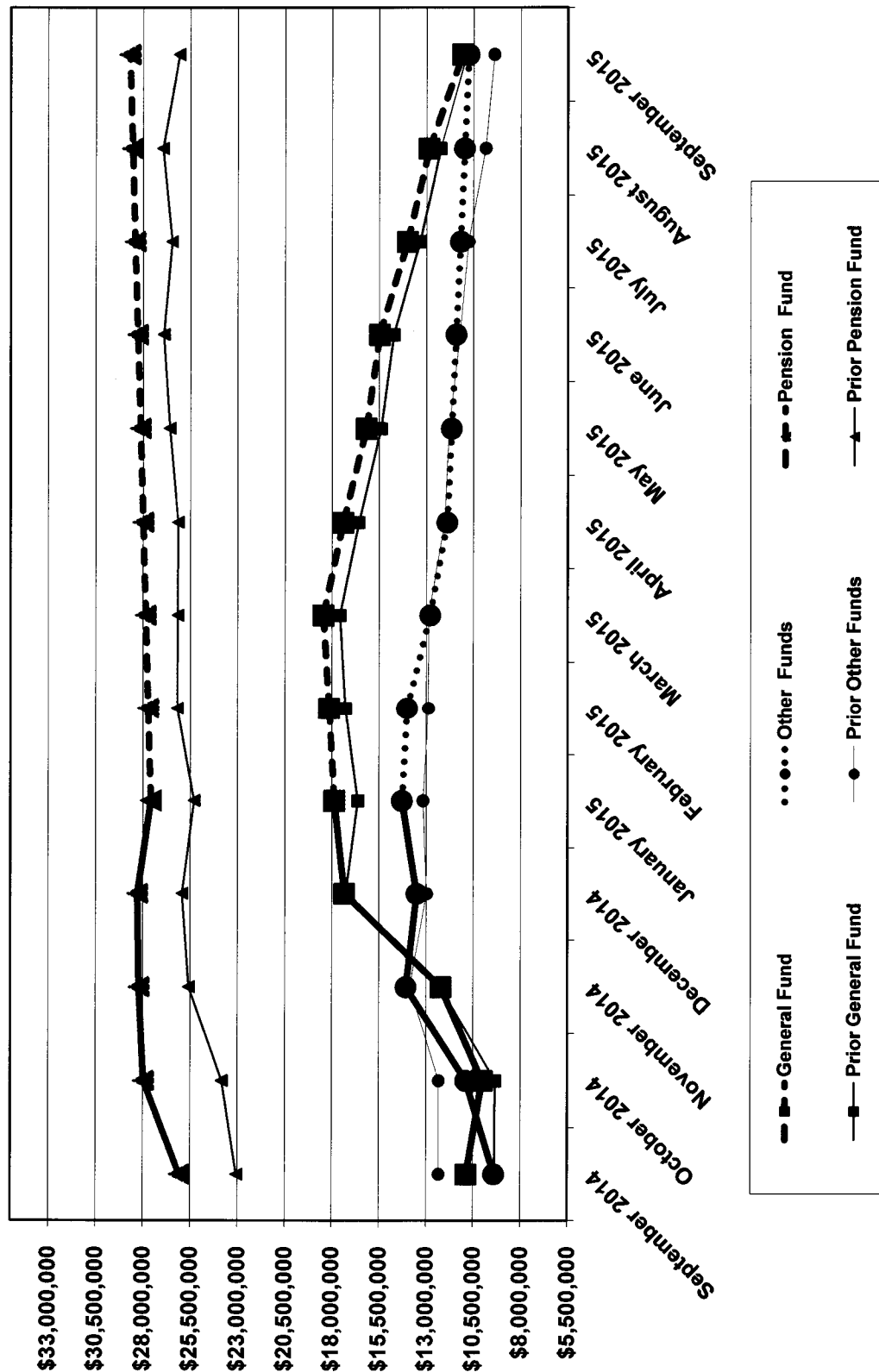
+ Other plan reviews: Sign Erection permits, Land Dist permits, Eas, Sub, Plat, etc

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

± Based on 2.09 people per residential CO

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

CITY OF PEACHTREE CITY
FISCAL YEAR 2014 (with prior year comparison and current year estimates)
MONTHLY ENDING CASH/INVESTMENT BALANCES
(UNAUDITED)



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

CITY OF PEACHTREE CITY
MONTHLY REPORT
GENERAL FUND AND HOTEL/MOTEL TAX FUND
BUDGET COMPARISON (UNAUDITED)
FOR THE FOUR MONTHS
ENDED JANUARY 31, 2015

PERCENTAGE OF BUDGET YEAR COMPLETED 33.3% (ACTUAL TRANSACTIONS STILL PENDING)				
GENERAL FUND REVENUES BY MAJOR CATEGORIES				
Description	2015 Budget	YTD Actual	Dollar Difference	Percentage To-Date
General Property Taxes	\$ 13,442,288	\$ 11,424,394	\$ (2,017,894)	84.99%
Franchise Taxes	2,560,699	168,895	(2,391,804)	6.60%
Local Option Sales Tax	6,305,144	2,322,704	(3,982,440)	36.84%
Other Sales & Use Taxes	783,511	273,734	(509,777)	34.94%
Business Taxes	2,266,957	2,146,099	(120,858)	94.67%
Licenses & Permits	789,492	561,817	(227,675)	71.16%
Intergovernmental/Grants	443,482	334,624	(108,858)	75.45%
Charges for Services	1,210,132	359,249	(850,883)	29.69%
EMS Billings	709,533	290,914	(418,619)	41.00%
Fines & Forfeitures	908,102	325,010	(583,092)	35.79%
Investment Income	50,919	5,560	(45,359)	10.92%
Other Revenue	155,961	87,250	(68,711)	55.94%
Other Financing Sources	731,641	221,747	(509,894)	30.31%
Total General Fund Revenues	\$ 30,357,861	\$ 18,521,997	\$ (11,835,864)	61.01%
Surplus Carryover	1,327,736			
Total General Fund	\$ 31,685,597			
GENERAL FUND EXPENDITURES BY DIVISION AND/OR TYPE				
Division and/or Type	2015 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Executive Services	\$ 450,968	\$ 151,523	\$ 299,445	33.60%
Administrative Services	1,265,661	371,107	894,554	29.32%
Financial Services	1,617,192	531,086	1,086,106	32.84%
Police Services/Code Enforcement	6,968,824	2,182,497	4,786,327	31.32%
Fire/EMS Services	7,158,372	2,288,101	4,870,271	31.96%
Public Works/Buildings & Grounds/Engineering	6,663,934	1,619,185	5,044,749	24.30%
Community Services	4,323,440	1,275,547	3,047,893	29.50%
Non-Divisional:				
Unemployment Insurance	20,000	155	19,845	0.78%
Non-Profit Organizations	22,500	15,000	7,500	66.67%
Transfer to Airport Authority	102,000	34,000	68,000	0.00%
Transfers to Other Funds	3,273,107	1,445,146	1,827,961	44.15%
Liability Insurance	133,195	82,203	50,992	61.72%
Litigation Services	225,000	43,004	181,996	19.11%
General Administration/Miscellaneous	65,200	-	65,200	0.00%
Budgeted Savings	(603,796)	-	(603,796)	0.00%
Total General Fund	\$ 31,685,597	\$ 10,038,554	\$ 21,647,043	31.68%
HOTEL/MOTEL FUND REVENUES				
Description	2015 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Total Hotel/Motel Taxes	\$ 1,341,994	\$ 446,931	\$ (895,063)	33.30%
HOTEL/MOTEL TRANSFERS OUT				
Type	2015 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Transfer to General Fund	\$ 670,997	\$ 221,747	\$ 449,250	33.05%
Transfer to Tourism Association	670,997	221,747	449,250	33.05%
Total Hotel/Motel Transfers Out	\$ 1,341,994	\$ 443,494	\$ 898,500	33.05%

**CITY OF PEACHTREE CITY
FINANCIAL SERVICES
MONTHLY REPORT
(UNAUDITED)
AS OF JANUARY 31, 2015**

SUMMARY OF PURCHASE ORDERS ISSUED OVER \$25,000 APPROVED BY CITY MANAGER JANUARY 2015			
Description	Vendor	Award	Date
None to Report			
PURCHASING REPORT FOR MONTH ENDED JANUARY 31, 2015 AND JANUARY 31, 2014			
Activity	Fiscal Year 2015	Fiscal Year 2014	
Purchase Orders / Requisitions Processed	216	187	
City Store Requisitions Processed	13	14	
Sealed Bids Requested	4	3	
Requests for Proposals	0	2	
Bids Awarded	3	1	
Requests for Proposals Awarded	0	0	
Contracts Prepared	2	1	
Electronic Auction	0	0	
Fixed Assets Purchases	6	0	
Toro Sandpro w/ attachments			
Intoxilyzer			
Hustler Super 104			
Hustler Super Z HD 72" (3)			

CITY OF PEACHTREE CITY
DONATIONS RECEIVED
JANUARY 2015

Police	Walmart	1,000.00
TOTAL MONTH OF JANUARY 2015		<u>\$ 1,000.00</u>

**CITY OF PEACHTREE CITY
LITIGATION SERVICES
FISCAL YEAR 2015
PAID AS OF January, 2015**

Litigation Services (100-1505-579130)

Vendor	Month Paid	Project	Amount
Sumner Meeker	October	EEOC Claim	\$ 210.00
Sumner Meeker	October	GolfView	150.00
Sumner Meeker	October	Mrosek	1,110.00
Sumner Meeker	October	Pathways	1,785.92
Sumner Meeker	October	Triad	12,402.16
Sumner Meeker	October	Wynnmeade	900.00
Sumner Meeker	November	EEOC Claim	979.28
Sumner Meeker	November	GolfView	405.00
Sumner Meeker	November	Harbor Loop	525.00
Sumner Meeker	November	Mrosek	75.00
Sumner Meeker	November	Pathways	360.00
Sumner Meeker	November	Preston Chase	365.00
Sumner Meeker	November	Triad	9,382.42
Sumner Meeker	November	Wynnmeade	3,077.08
Sumner Meeker	December	Pathways	750.00
Sumner Meeker	December	Triad	7,012.44
Sumner Meeker	December	Wynnmeade	1,501.80
Sumner Meeker	January	Breedlove	750.00
Sumner Meeker	January	Mrosek	780.00
Sumner Meeker	January	Pathways	825.00
Sumner Meeker	January	Triad	1,740.00
Sumner Meeker	January	Wynnmeade	1,511.88
GIRMA	October	Property Damage	5,000.00
GIRMA	October	EEOC Claim	808.50
GIRMA	October	Vehicle Accident	5,662.63
GIRMA	October	Vehicle Accident	1,603.49
GIRMA	October	Vehicle Accident	2,168.66
GIRMA	October	Vehicle Accident	2,680.45
GIRMA	October	Vehicle Accident	135.00
GIRMA	October	Vehicle Accident	1,065.98
GIRMA	October	Vehicle Accident	1,622.04
GIRMA	October	Vehicle Accident	725.14
GIRMA	October	EEOC Claim	1,508.54
GIRMA	December	Vehicle Accident	3,833.99
GIRMA	December	Vehicle Accident	730.87
GIRMA	January	EEOC Claim	196.00
GIRMA	January	Vehicle Accident	3,626.62
GIRMA	January	Vehicle Accident	694.91
Intergrated Science & Eng.	October	Mrosek	112.50
Intergrated Science & Eng.	October	Mrosek	519.54
Intergrated Science & Eng.	October	Mrosek	95.00
Intergrated Science & Eng.	December	Triad	1,125.00
WSG Reporting	October	Triad	2,031.35
WSG Reporting	December	Triad	630.65
Total Litigation Services to Date			<u>\$ 83,174.84</u>

* Less Amount Charged back to FY2014

(40,170.55)

Litigation Services (100-1505-579130)

Vendor	Month Paid	Project	Amount
January FY2015 Litigation Expenses (100-1505-579130)			\$ 10,124.41
Legal Fees: Lake Peachtree Dam			
Sumner Meeker	October	Lake Peachtree Dam	5,703.98
Sumner Meeker	November	Lake Peachtree Dam	1,680.00
Sumner Meeker	December	Lake Peachtree Dam	1,665.00
Sumner Meeker	January	Lake Peachtree Dam	2,085.00
** Total Lake Peachtree Dam Legal Fees			\$ 11,133.98
* Less Amount Charged back to FY2014 for Lake Peachtree Dam Legal Fees (334-4110-541904)			\$ (5,703.98)

* Note: The claims paid in October 2014 were charged to fiscal year 2014 for financial reporting purposes, as the expenditures were incurred prior to 9/30/14.

**FY2015 MONTHLY REPORT
LIBRARY**

ACTIVITY DESCRIPTION	UNIT	October	November	December	January	February	March	April	May	June	July	August	September	FY2015 YEAR-TO-DATE	FY2014 YEAR-TO-DATE
Items - Acquired	Num.	476	394	284	418									1,572	2,448
Items - Circulated	Num.	32,875	29,190	26,991	28,518									117,574	123,194
Items - Loaned to Other Libraries	Num.	1,315	1,117	1,086	1,178									4,696	4,372
Items - Borrowed From Other Libraries	Num.	1,852	1,168	1,382	1,862									6,264	7,005
Class Visits	Num.	2	2	0	2									6	4
Group Meetings	Num.	41	20	25	30									116	129
Monthly Traffic	Num.	17,325	19,201	17,819	17,648									71,993	63,978
Children's Programs	Num.	32	18	15	21									86	76
Number of Participants	Num.	1,226	414	320	526									2,486	2,152
Adult Programs	Num.	5	6	3	4									18	11
Number of Participants	Num.	146	109	132	245									632	209
Revenue from Overdue Books	Dis.	3,623	2,695	3,305	4,149									13,772	14,567
Revenue from Copies Made	Dis.	606	407	255	589									1,857	1,677
Reference Assistance	Num.	1,502	1,123	1,028	963									4,616	4,716
Exams Proctored	Num.	21	20	24	16									81	101
Revenue from Proctoring	Dis.	270	270	320	270									1,130	1,670
Internet Usage	Num.	2,121	1,697	1,528	1,798									7,144	7,431
Volunteers	Num.	36	32	40	39									147	161
Number of Hours Worked	Num.	279	237	279	279									1,074	1,135
Digital Downloads	Num.	1,530	1,578	1,798	1,690									6,596	5,186
Electronic Reference Access (Excluding GALILEO)	Num.	135	87	158	165									545	N/A

Notes: Initial planning for Summer Reading 2015 has begun. Staff continues to look for savings to offset \$25,000 budget cut, most recently approx. \$7,000 from new literary criticisms, \$10,000 from new audiobooks, and \$3,000 from bestsellers. The remaining savings will come from regular monthly orders, including Children's nonfiction. Staff continues to promote digital services to patrons.

**PEACHTREE CITY POLICE DEPARTMENT
2014 MONTHLY REPORT**

JANUARY 2015 DECEMBER 2014

2015 2014
Calendar Year to Date Calendar Year to Date

PART I CRIMES: Criminal Homicide, Forcible Rape, Robbery, Aggravated Assault, Arson, Motor Vehicle Theft, Theft, Burglary

TOTAL PART I CRIMES	39	32	39	38
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<u>DUI ARRESTS</u>	11	6	11	11
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DRUG ARRESTS: Marijuana, Methamphetamine, Cocaine, Other (opium, heroin, etc)

TOTAL DRUG ARRESTS:	9	15	9	3
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OTHER ARRESTS

PROPERTY CRIMES	7	9	7	19
PERSON CRIMES	6	11	6	5
TRAFFIC OFFENSES	17	24	17	18
OTHER	15	21	15	21

<u>CALLS ANSWERED:</u>	4,500	4,673	4,500	3,707
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TRAFFIC:

CITATIONS ISSUED	659	429	659	640
CITY ORDINANCES	18	15	18	12
WARNINGS	764	612	764	849
ACCIDENTS	93	104	93	106

**CITY OF PEACHTREE CITY
RECREATION & SPECIAL EVENTS REVENUE
AS OF JANUARY 31, 2015
WITH COMPARISONS TO JANUARY 31 FY2012, FY2013 & FY2014
Percent of budget year completed to date: 33.33%**

	ACTUAL THRU JANUARY			ORIGINAL BUDGET		BUD ADJ.	CURRENT BUDGET		ACTUAL THRU JANUARY		%
	FY 2012	FY 2013	FY 2014	FY 2015			FY 2015		FY 2015		
RECREATION REVENUE											
Events	-	-	3,644	5,000	-	-	5,000	1,365	27.30%		
Program Fees - Recreation	\$ 8,741	\$ 12,412	\$ 9,605	\$ 190,000.00	\$ -	\$ 190,000	\$ 7,616	4.01%			
Program Fees - Kedron	40,356	37,930	33,905	173,000	-	173,000	38,420	22.21%			
Program Fees - Kedron Open Gym	-	5,086	5,681	16,080	-	16,080	5,127	31.88%			
Program Fees - Athletic Tournaments	-	3,380	1,020	3,400	-	3,400	-	0.00%			
Facility Maintenance Rec.- Athletic Assoc.	-	27,220	18,073	94,000	-	94,000	65,425	69.60%			
Facility Maintenance Ked- Athletic Assoc.	-	-	11,905	\$13,500	-	13,500	-	0.00%			
Facility Rental- Tennis Center	6,000	8,000	6,000	24,000		24,000	6,000	25.00%			
Facility Rental - Recreation	1,230	1,127	1,296	19,176	10,000	29,176	1,640	5.62%			
Facility Rental - Kedron	4,135	7,174	5,768	20,347	-	20,347	9,186	45.15%			
Program Fees - Pool Fees/Passes	30	15,608	18,141	80,000	-	80,000	17,277	21.60%			
Program Fees - Kedron Swim Teams	-	11,999	16,121	52,000	-	52,000	12,686	24.40%			
Program Fees - Kedron Swim Lessons	-	1,905	2,197	13,000	-	13,000	2,757	21.21%			
Program Fees - Rec Pool Revenue	275	90	173	24,100	10,000	14,100	28	0.20%			
	\$ 60,767	\$ 131,931	\$ 133,529	\$ 727,603	\$ 20,000	\$ 727,603	\$ 167,527	23.02%			

Recreation Programming- The Adult basketball league is in progress with 19 teams and 215 players. TCS is renting the track at Riley and will continue with their use through April. The Recreation Department is now running the Youth Track program. Registration is ongoing and the program is slated to begin next month. Two scoreboards have been installed at the Kedron Fieldhouse and three new scoreboards are being installed at Jim Meade Memorial Park. We hosted a Pickle ball demonstration at the Kedron Fieldhouse on the 8th with over 50 people in attendance. We hosted a Swim Meet at Kedron on the 9th between Whitewater and McIntosh. A soccer referee training class was held at Kedron this month as well. The Knights of Columbus held their annual Free Throw competition at Kedron on the 24th with 25 participants.

Special Events Notes- The Frostbite 5K was hosted by St. Paul Lutheran School on Saturday, January 10th with an estimated 200 people in attendance. The Atlanta Track Club hosted the Peachtree City 5K/ 10K at the McIntosh Trail Complex and surrounding paths on January 24th with an estimated 800 people in attendance.

Tournaments Notes- No tournaments to report, but tournaments for 2015 are being approved through the SET Committee.

Business Retention & Expansion Program Report:

January, 2015

- Attended meetings at Georgia Office of Economic Development
 - Reviewing potential projects for Fayette County
 - Building relationships with statewide Project Managers
- Attended Georgia Chamber of Commerce Event
 - Review of upcoming legislative issues that will affect the economy of PTC and the State of Georgia
- Hosted several meetings related to PTC company's expansion project efforts
 - Enlisted help of Georgia Power, State of Georgia, Georgia Department of Labor, and the Atlanta Regional Commission
- Coordinated with State of Georgia and Governor's Office to announce Osmose Utilities Headquarters project in PTC
- Company A
 - Working closely with firm to expand customer base
 - Exploring real estate options for expansion
 - Assisting with launch of new product line/division
- Assisted four different film production crews
 - Scouting locations in PTC
 - Permitting for filming
 - Filming assistance & support
- Attended Georgia Economic Developer's Association Legislative event
- Working with local University
 - Developing workforce development curriculum to better support local industry
 - Assisting with connecting University staff with local companies to build relationships for potential internship programs, development, etc.
- 'Company B'
 - Completed a formal 'Request for Information'
 - Working with Georgia EMC to provide follow-up information for potential new company location in PTC
- Company C
 - New Corporate Headquarters
 - Lease signed, Providing support to company in new staff recruitment, training, and relocation.

PEACHTREE CITY CONVENTION & VISITORS BUREAU ATTENDANCE RECORD

2 Year Term (unless specified below)

Term of Appointment

January-15

Report Date: Month Year

Name & Term Length (start/end)	Meetings Held Past 12 Months	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
Wende Blumberg, Chairperson Hotel/Motel 01/01/15-12/31/16	10	10	7	3	2/26/2014 3/19/2014 4/16/2014	70%
Vacant	10	0	0	0		#DIV/0!
Sherri Smith Brown Business Owner/Media 01/01/14-12/31/15	10	10	9	1	9/17/2014	90%
Jonathan Fralick Recreation Venue 1/1/2015 - 12/13/16	10	1	1	0		100%
Mike King City Council 01/01/15-12/31/15	10	10	7	3	2/26/2014 09/17/2014 01/21/2015	70%
Hope Macaluso, Secretary/Treasurer Airport Authority 01/01/14-12/31/15	10	9	9	0		100%
Rick Barnes Vice Chairperson Retail 01/01/14-12/31/15	10	10	9	1	7/16/2014	90%
Mike Regli Alternate Hotel/Motel 01/01/15-12/31/16	10	1	1	0		100%

PLANNING COMMISSION ATTENDANCE RECORD

3-Year Term

Term of Appointment

January 2015

Report Date: Month Year

Name & Term Length (start/end)	Meetings Held Past 12 Months	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
David Conner 10/07/10 - 09/30/16	15	15	12	3	3/10/2014 11/10/2014 1/12/2015	80%
Aaron Daily 10/1/14 - 09/30/17	15	15	11	4	4/14/2014 6/9/2014 8/11/2014 10/13/2014	73%
Frank Destadio Chairman 04/21/11 - 09/30/15	15	15	14	1	6/9/2014	93%
Phil Prebor (filling Robert Napoli's unexpired term) 10/01/14 - 09/30/15	15	3	3	0		100%
Lynda Wojcik Vice Chairman 02/23/09 - 09/30/16	15	15	15	0		100%
Terrence Manning Alternate 10/01/14 - 09/30/15	15	3	1	1	12/8/2014 1/12/2015	33%

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager 

FROM: Deputy City Clerk 

DATE: February 13, 2015

SUBJECT: Qualifying Location Permit – NEW – Peachtree City Tennis Center
February 19, 2015, Regular Meeting

Recommendation:

Staff recommends Council consider the attached application for a qualifying location permit.

Discussion:

As you know, Club Corp. has taken over Sequoia Tennis Management, LLC, which was contracted by the City to manage the Tennis Center. A decision was made to not renew the alcohol license at the Tennis Center; however, they would like to have a qualifying location permit, which would allow the Tennis Center to host non-profit fundraisers and/or private parties. Ms. Meredith Wall has requested she be appointed as the Licensee and as the License Representative.

Budgetary Impact:

There is no impact to the budget. The City does charge a \$50 fee for private parties held at qualifying locations, and the fee is waived for any non-profit events.

Attachments

[illegible]

State of Georgia

City of Peachtree City

I, Stanley L. Pye, Interim Chief of Police for the City of Peachtree City, do hereby certify that:

Meredith Wall
200 Longmead Dr.
Fayetteville, GA 30215

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



Stanley L. Pye
Interim Chief of Police

2-12-15

Date



Witness

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council
FROM: City Manager 
DATE: February 6, 2015
SUBJECT: Consider Appointment of Convention & Visitors Bureau Members
Consent Agenda, February 19, 2015

Recommendation:

Appoint Mr. Vendo Toming to serve the newly adopted addition of a second Citizen of, or person conducting business in PTC with current or previous tourism related experience position that ends 12/31/2016.

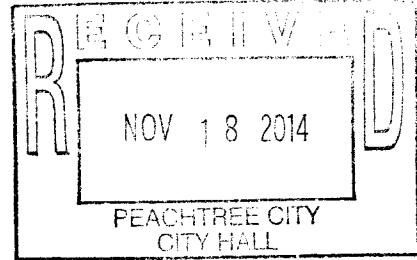
Discussion:

The Selection Committee, composed of Mayor Vanessa Fleisch, Council Member Mike King, Rick Barnes, Interim CVB Chairman and myself, interviewed Mr. Toming to fill this position. This position is in addition to the other Board Member Citizen position, as changed by the CVB Board Directors at their January 21, 2015 meeting and approved by City Council at their February 5, 2015 meeting.

Budget Impact:

This item should have no budgetary impact.

November 18, 2014



Ms. Debbie Lemay
Peachtree City Hall
151 Willowbend Road
Peachtree City, GA 30269

Re: Application for appointment: Peachtree City Convention & Visitors Bureau

Dear Ms. Lemay:

Attached you will find my application for the open position posted for appointment to the Peachtree City Convention & Visitors Bureau. Please consider this in your deliberations as I have a sincere and strong interest in serving the community in this capacity.

I feel that my background and experience suit me well for involvement in this very important arm of the Peachtree City government. Also, I have a strong desire to utilize these skills for the benefit of the city.

Thank you for this consideration and I await the next steps in this process.

Sincerely,

Vendo Toming
210 Smokerise Trace
Peachtree City, GA 30269

vtassociates44@gmail.com
512-466-4010

In numerous roles within my hotel sales career I have been called upon to interface with community leaders and various citizen organizations to work toward economic and public goals. Being knowledgeable of such relationships, I am well suited to assist the Convention and Visitors Bureau staff in forging the proper path to reach the City Government's goals.

In opening many hotels and resorts, I was often one of the first corporate employees having interface with the community. In that role, it was my focus to forge strong lines of communication and patterns of joint interaction which insured that the hotels or resorts become a productive and contributing member of the business community. Working with city governments, I was keenly aware of working toward shared solutions while meeting company business goals.

7. Do you have any past experience relating to CVB operations? If so, describe.

While not having worked directly as a Bureau employee, I have had consistent interface with officers and staff of various bureaus in reaching financial goals, as well as working with city government officials and staff. I have a strong understanding of the role of a Bureau in the community and the intricacies of how it functions.

8. Have you attended any CVB meetings in the past year and, if so, how many?

I have not done that yet but certainly will continue to be active in the coming months.

9. Are you willing to take continuing education classes?

Yes. I certainly am anxious to continue growing in every way possible.

10. Would there be any possible conflict of interest between your employment and you serving the CVB?

There is no area where I see a current conflict nor do I anticipate encountering any.

11. Describe your current community involvement.

I have begun to take initial steps to be involved in our local Homeowners Association in Smokerise Plantation. In the past, I have been involved in community activities in other locations.

VENDO TOMING

1227 N Peachtree Parkway

Suite #154

Peachtree City, GA 30269

512-466-4010

e-mail: vtassociates44@gmail.com

HOSPITALITY INDUSTRY EXECUTIVE

Executive with extensive experience in sales and marketing for the hospitality industry. Positive impact on the organization and demonstrated successes in driving sales growth in highly competitive markets. Proven success in operations, sales, marketing, advertising, finance, planning employee relations, training, recruitment and social media channels.

- | | |
|-------------------------------------|---------------------------|
| ➤ Owner Relationship/ Negotiations | Management Transition |
| ➤ Sales and Marketing | Multi-Property Sales |
| ➤ Revenue Generation/Growth | Client Contact History |
| ➤ Pre-Opening Sales in many markets | Hotel Product Development |
-

KEY SKILLS AND ACCOMPLISHMENTS

Experience with:

- Limited Service Hotels (Opened five Hampton Inn hotels- Hotels were located in highly competitive markets (Canton, OH, Jacksonville, FL, Key West, FL, Cleveland, OH, Nashville, TN) Achieved projected sales targets according to all feasibility studies and pro formas.
- All-Suite Products (Vice President of Sales for Pickett Suites and Park Suite Hotels, Embassy Suites)- Opened five new Pickett Suite hotels during three year span and the company was sold to Guest Quarters Suite Hotels
- Full Service Convention Hotels (have been responsible for the Hyatt Regency Dallas, Hyatt Regency DFW, Hyatt Regency Kansas City, Hyatt Regency Minneapolis, Hyatt Regency New Orleans, Hyatt Regency Washington, and Hyatt Regency Miami). Largest property of responsibility has been the Hyatt Regency Waikiki with 1,230 rooms. Also include oversight for the Grand Hyatt Washington at 888 rooms and the Hyatt Regency Washington at 834 rooms.
- Full service resorts: for ten (10) years was responsible for all sales and marketing activities for total of 19 resorts from Hawaii, domestic US to the Caribbean Resorts.
- Pre-Opening sales for full service resorts (Hyatt Regency St. Lucia, Hyatt Regency Lake Las Vegas Resort, Hyatt Regency Tamaya, Hyatt Regency Coconut Point, Hyatt Regency Chesapeake Bay Resort, Spa and Marina). In each case, success was achieved in introducing a "new" destination to the market and achieving positive results in both group and transient revenues. The Hyatt Regency Coconut Point opened two weeks following 9/11. In spite of this challenging situation and a very competitive market (Naples, FL) the hotel exceeded 100% of annual budget in the second year. Likewise, the Hyatt Regency Chesapeake Bay, the resort is unique to the market and achieved more than 100% of budget goal in the first year.
- The Hyatt portfolio of hotels and resorts for which I was responsible encompassed more than 11,150 rooms stretching from Hawaii to the Caribbean. The mix of business was 60% transient

and 40% group. The group monthly quota was over \$20M with overall annual revenues in excess of \$800M in room revenue.

Professional experience

VT ASSOCIATES, LLC, Peachtree City, GA

Current

Principal, Hospitality Industry Consulting

The Company was actually started in 2005 prior to joining Highgate Hotels. Was rejuvenated following departure from that company.

Major clients have been Bridge One Global Solutions (a company specializing in Event Planning, Audio Conferencing, and Video Collaboration.). Assisted in introduction the Video Collaboration produce to Hyatt and all Major Hotel chains.

Also have worked as a Consultant to Ektornet US Management, LLC (Part of the Swedbank Group), which owned resort assets in Telluride, Co., Santa Fe, NM, serving as Vice President of Sales and Marketing to assist in Sales and Marketing leadership for the Resorts.

Also have consulted with the Lindgren Group, LTD., on a major hotel project in Orlando, FL.

HFI EVENT SERVICES, INC., Peachtree City, GA

Current

Vice President

Trade Show and event management experts. HFI Event Services offers a turn-key approach that ensures clients can manage their business while we manage their events. Focus on business development.

HIGHGATE HOTELS, Dallas, TX

2006-2011

Regional Vice President of Sales and Marketing

Direct responsibility for overseeing the daily sales and marketing operations for up to 12 hotels ranging from 200 rooms to 470 rooms. Brands included Hyatt, Marriott, Hilton, Doubletree, Sheraton and Wyndham. Hotels were located from Newark, to Los Angeles and Minneapolis to Dallas. Total Portfolio Revenues were in excess of \$150 M and exceeded budget in aggregate by over 8%.

- The majority of the portfolio was owned by Goldman Sachs. Reported on a Monthly basis directly to the Portfolio Manager through face to face meetings and presentations. Prepared Annual budgets and responsible for sales and marketing personnel, deployment, marketing strategies, revenue attainment and RevPAR achievement.
- Also had direct relations with other ownership groups such as Rockpoint Partners; Lehman Brothers; Berkadia; Marathon; and the New York Port Authority.
- Was responsible for transition of several properties into the portfolio, to include: the Marriott Pittsburgh Airport hotel; The Ramada Plaza Hotel at JFK Airport; the Wyndham St. Anthony Riverwalk Hotel in San Antonio, TX.
- Oversaw the transition of brand for the: Sheraton Harrisburg-Hershey, the Sheraton Arlington (TX), and The Radisson Indianapolis.
- Good relations with all key Brand leadership at Hilton, Starwood, Wyndham, Hyatt, Marriott and Doubletree Brands. Understand all key Brand components and programs with maximum utilization of brand support for hotel success.

HYATT HOTELS & RESORTS, Dallas, TX

1991-2004

Divisional Director of Sales and Marketing

Oversight of up to 28 properties at the same time in areas to include: the Caribbean, Hawaii, Texas, Florida, the Midwest, and Washington DC. The last 10 years had sole responsibility for all Hyatt Resorts from Hawaii to Caribbean with annual sales in excess of \$800 M.

- Strong relationships and communications with various ownership groups to include: Hyatt Equities, Strategic Hotel Capital, Grand Cypress Florida Inc. (Kokusai Kogyo Company), Quadrangle Development Corporation, Woodbine Development Company, Transcontinental Development, and Santa Ana Indian pueblo.
- Formulation of strategic sales and marketing plans for all hotels.
- Consistent achievement of group production goals. Monthly quota for hotels in the division was \$20M per month and always attained.
- Coordination of two separate sales offices and mainland sales teams to sell five Caribbean resorts and three Hawaiian resorts. Offices in New York, Chicago and Miami.

PARK SUITES HOTELS, Orlando, FL

1990-1991

Vice President of Sales and Marketing

The Company was purchased by Embassy Suites Hotels

PICKETT SUITES, Columbus, OH

1987-1990

Vice President of Sales and Marketing

The Company was purchased by Guest Quarters Hotels

Education

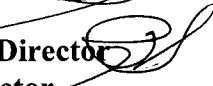
MA, Valparaiso University, Valparaiso, IN

BA Valparaiso University, Valparaiso IN

CITY OF PEACHTREE CITY
INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: James L. Pennington, City Manager 

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

DATE: February 13, 2015

SUBJECT: Ambulance Billing Collection Contract
February 19, 2015 City Council Agenda

Recommendation

Staff recommends that City Council approve the attached contract with Commercial Acceptance Company. This contract has been reviewed by the City Attorney.

Discussion:

The City has a contract with AMB/Mars Billing for ambulance service billing. However, once an account is severely past due (at least 180 days without activity), the billing company turns it over to the collection agency. Commercial Acceptance Company (CAC) is the collection agency for our ambulance billing company. The collection agency continues to pursue collection within very strict governmental guidelines. They do not under any circumstance use "threats, intimidation, or harassment of a debtor" in order to collect. CAC bills the City based on a percentage of what they collect.

CAC has been the collection agency for the City's past due ambulance bills since December 2009, but pursuant to the privacy provisions of the Health Information Technology for Economic and Clinical Health Act (HITECH), the Department of Health and Human Services has revised the Security Rule and Privacy Rule pertaining to HIPAA and is requiring the collection agency have an individual written contract with the City in order to collect on these severely past due accounts.

Budget Impact

There should be no budget impact.

COLLECTION SERVICE AGREEMENT

1. This agreement is made and entered into by and between Commercial Acceptance Company of Harrisburg Pennsylvania, hereinafter referred to as CAC, and City of Peachtree City, hereinafter referred to as CLIENT.
2. CAC will use its best effort to effect collections of accounts referred to it by the CLIENT. CAC shall not, under any circumstances, use any threats, intimidation, or harassment of a debtor in the collection of accounts or violate any other applicable governmental guidelines.
3. CAC will observe individual rights within the constraints of the Federal Debt Collection Practices and Privacy Act.
4. CAC will remit to the CLIENT by the 20th of the month on all funds collected by it during the preceding month on a net basis. (Gross basis = all monies; net basis = less CAC's commission).
5. CAC will not remit successive gross statements until all previous months' commissions have been paid by the CLIENT.
6. CLIENT agrees to pay CAC a commission of 20% on all first placement accounts and 45 % on all secondary placement accounts (accounts previously placed with another professional collection service, including post judgment remedies).
7. CAC shall maintain company records as they pertain to said accounts, which may be audited by the CLIENT at any time during normal business hours.
8. CAC shall not institute legal proceedings in the name of the CLIENT without express written authorization of the CLIENT.
9. CLIENT agrees to notify CAC immediately of all payments received by CLIENT on accounts placed with CAC for collection. CAC is entitled to full commissions on all monies recovered, whether paid to CAC or CLIENT directly.
10. CLIENT, its agents and employees, shall not be liable for any loss or damage of whatsoever kind or by whomsoever caused, to the person or property of anyone (including CAC) arising out of or resulting from CAC's performance under this agreement. CAC for himself, his heirs, executors, administrators, successors or assigns, hereby agrees to indemnify and hold CLIENT, its agents and employees, harmless from and against all such claims, demands, liabilities, suits or actions (including all reasonable expenses and attorney's fees incurred by or imposed upon CLIENT in connection therewith) for such loss, damage or other casualty.
11. CAC agrees that any information provided by CLIENT on the debtor will be used solely for the purpose of skip tracing and/or to collect the account placed by CLIENT. This information will be held in strictest confidence and used for no other purpose.
12. CLIENT authorizes CAC to endorse negotiable instruments received for payment of accounts. For the CLIENT's protection, all funds collected by CAC on accounts assigned will be deposited daily into trust accounts.
13. This agreement may be canceled by either party, with or without cause, by furnishing written notice to the other party. Upon cancellation of this agreement, CLIENT allows CAC sixty (60) days to work and return all accounts. CAC is not obligated to return any accounts which are currently mailing payments, or are pending 3rd party payment.

COMMERCIAL ACCEPTANCE COMPANY:

Kirk P. [Signature] 1/5/15
Vice President Date

[Signature] 1/15/15
President Date

CLIENT:

City of Peachtree City
Client Name

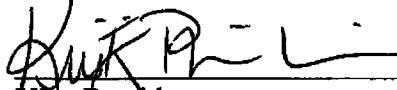
Representative/Title

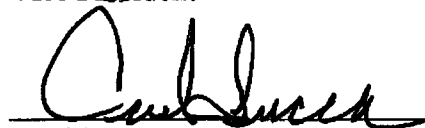
Date

CREDIT BUREAU ADDENDUM TO SERVICE AGREEMENT

1. CLIENT wishes to have CAC report negative information to Equifax, Experian and Trans Union Credit Bureau regarding accounts that have not paid.
2. CLIENT certifies that information provided to CAC regarding delinquent accounts is true and correct. CAC shall not be liable in any manner whatsoever for any loss or injury to the CLIENT resulting from CAC having reported information that to the best of its knowledge is true and correct.
3. CAC shall not charge the CLIENT for this portion of its service, however, CLIENT agrees to allow CAC to continue to work these accounts for so long as the information is listed on the debtor's credit file.
4. CAC agrees to abide by all of the terms and conditions of the Pennsylvania and Federal "Fair Credit Reporting Act" in the handling and reporting of this information to the credit bureau.
5. This addendum and the rights hereunder shall be in addition to any rights granted to CAC by any other agreement between the parties.

COMMERCIAL ACCEPTANCE COMPANY:


Vice President 1/15/15
Date


President 1/15/15
Date

CLIENT:

City of Peachtree City
Client Name

Representative/Title Date

HIPAA ADDENDUM
Business Associate Trading Partner and Chain of Trust

THIS AGREEMENT made this 15th day of January, 2015, between City of Peachtree City, hereafter referred to as "Covered Entity", and Commercial Acceptance Company, hereafter referred to as "Business Associate."

WHEREAS, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") the Office of the Secretary of the Department of Health and Human Services ("HHS") has issued regulations governing the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") and Standards for Security of Electronic Protected Health Information ("Security Rule"); and

WHEREAS, pursuant to the privacy provisions of the Health Information Technology for Economic and Clinical Health Act ("HITECH") , HHS has revised the Security Rule and Privacy Rule, adopted rules relating to breach notification and modified rules pertaining to HIPAA enforcement; and

WHEREAS, the Privacy Rule and Security Rule provide, among other things, that a Covered Entity is permitted to disclose Protected Health Information to a Business Associate and allow the Business Associate to obtain, transmit, receive, and create Protected Health Information on the Covered Entity's behalf, only if the Covered Entity obtains satisfactory assurance in the form of a written contract, that the Business Associate will appropriately safeguard the Protected Health Information; and

WHEREAS, the Covered Entity and the Business Associate have entered into a Service Agreement pursuant to which the Business Associate creates, maintains, receives, or transmits Protected Health Information on the Covered Entity's behalf and, accordingly, the parties desire to enter into this Agreement which sets forth the terms under which they shall comply with HIPAA rules;

NOW, THEREFORE, in consideration of the agreements contained herein, the Parties do hereby agree to addend all past, present and future contracts between the parties with the terms of this Agreement and agree as follows:

1. Definitions. Terms used but not otherwise defined in this Agreement shall have the same meaning as in 45 CFR 160.103 and 164.501.
 - (a) HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR 160 and 164.
2. General Provisions.
 - (a) HIPAA Readiness. Business Associate agrees that it will make commercially reasonable efforts to be compliant with the applicable requirements of the HIPAA Rules and, upon Covered Entity's request, will provide Covered Entity with the written certification of such compliance.
 - (b) Changes in Law. Business Associate agrees that it will make commercially reasonable efforts to comply with any change in the HIPAA Rules by the compliance date(s) established for any such changes and will provide Covered Entity with written certification of such compliance upon Covered Entity's request.

- (c) Audit by Secretary of HHS. Business Associate shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received on behalf of, Covered Entity available to HHS upon request for purposes of determining Covered Entity's compliance with HIPAA.
 - (d) Audit by Covered Entity. Business Associate shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received on behalf of, Covered Entity available to Covered Entity within 14 days of Covered Entity's request for purpose of monitoring Business Associate's compliance with this Agreement.
3. Permitted Uses and Disclosures. Business Associate may use and disclose Protected Health Information ("Information") on behalf of or to provide **Collection Services** to the Covered Entity, provided Business Associate shall not use or further disclose any Protected Health Information received from, or created or received on behalf of, Covered Entity, in a manner that would violate the requirements of the Privacy Rule, if done by Covered Entity.
- (a) Except as otherwise limited in this Agreement, the Business Associate may use Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
 - (b) Business Associate agrees to make uses, disclosures, and requests for Information consistent with Covered Entity's minimum necessary policies and procedures.
 - (c) Except as otherwise limited in the Agreement, the Business Associate may disclose Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - (d) Except as otherwise limited in the Agreement, the Business Associate may use Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).
 - (e) Business Associate may use Information for payment of health care service accounts, as reasonably necessary to secure payment on such accounts.
 - (f) Business Associate may use Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).
4. Obligations and Activities of Business Associate. The Business Associate will:
- (a) Use or disclose the Information only as permitted by this Agreement or as required by Law;

- (b) Use appropriate safeguards to prevent any other use or disclosure, and comply with Subpart C of 45 CFR 164 with respect to electronic Information, to prevent use or disclosure of the Information other than as provided for by this Agreement;
- (c) Report to the Covered Entity any use or disclosure of the Information not provided for by this Agreement of which it becomes aware and mitigate to the extent practicable the harmful effect of such use or disclosure in violation of this Agreement;
- (d) Ensure that any agent or subcontractor who may receive such Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions on use and disclosure of information imposed by this Agreement, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2);
- (e) At the request of Covered Entity, provide access to Information in a Designated Record Set to Covered Entity, or as directed by Covered Entity, to an Individual as required by 45 CFR 164.524;
- (f) Amend Information in a Designated Record Set as designated by Covered Entity so that Covered Entity may meet its amendment obligations under 45 CFR 164.526;
- (g) Develop, implement, maintain and use appropriate administrative, technical, and physical safeguards to comply with 45 CFR 164.530(c), to preserve the integrity and confidentiality of and to prevent non-permitted or violating use or disclosure of Information transmitted electronically. Business Associate will document and keep safeguards current.
- (h) Accommodate any restriction or use or disclose Protected Health Information and any request for confidential communications to which Covered Entity has agreed or must abide by in accordance with the Privacy Rule.
- (i) Document disclosures of Information in accordance with Covered Entity's accounting requirements in 45 CFR 164.528 and provide such Information as directed by Covered Entity;
- (j) Make available, within fifteen (15) days of receiving a request from Covered Entity, the Information necessary for Covered Entity to make an accounting of Disclosures of Information about an Individual;
- (k) At termination, or upon receipt of written demand, Business Associate will immediately return or destroy all Information received from Covered Entity or creditor or received by Business Associate on behalf of Covered Entity and all copies and magnetic or electronic backups of Information, or if it is feasible to return or destroy Information, protections are extended to such information for so long as Business Associate maintains such Information. This provision also applies to Information in the possession of agents or subcontractors of Business Associate.

5. Obligations of Covered Entity. Covered Entity will:

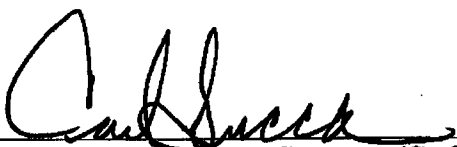
- (a) Provide Business Associate with Covered Entity's "notices of privacy practices" and all updates that Covered Entity produces in accordance with 45 CFR 164.250, as well as any changes to such notice;
 - (b) Notify Business Associate of any limitation(s) in its notice of privacy practices to the extent that such limitation may affect Business Associate's use of disclosure of Information;
 - (c) Notify Business Associate of any restriction, change or revocation of permission by Individual to use or disclose Information if it would affect Business Associate's use and disclosures, in accordance with 45 CFR 164.522.
 - (d) Not request Business Associate to use or disclose Information if not permissible under the Privacy Rule if done by the Covered Entity.
6. Termination. This Agreement is effective until terminated. Pursuant to the terms of 45 CFR 154.504(e)(2)(iii), Covered Entity may give written notice to immediately terminate this Agreement upon discovery of a material breach provided Business Associate has received an opportunity to cure the breach or end the violation and has failed to do so. This Agreement shall terminate upon the termination of the Service Agreement.
- (a) Return of Protected Health Information. At termination of this Agreement or the Service Agreement, whichever occurs first, Business Associate shall return to Covered Entity and require its subcontractors to return to Covered Entity, all Protected Health Information received from, or created or received on behalf of, Covered Entity that Business Associate or such subcontractors maintain in any form and shall retain no copies of such information. If such return is not feasible, based solely on Business Associate's discretion, Business Associate shall, and shall require its subcontractors to, destroy such Protected Health Information if permitted by Business Associate and/or extend the protection of this Agreement to such Protected Health Information retained by Business Associate or subcontractors and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
7. Confidentiality, Trading Partners and Chain of Trust. All Information received or created by Business Associate shall be kept confidential and shall be used only as permitted by this Agreement. This provision applies to employees, subcontractors and agents of Business Associate. If Business Associate conducts in whole or part Standard Transactions for or on behalf of Covered Entity, Business Associate will comply, and will require any subcontractor or agent involved with the conduct of such Standard Transactions to comply, with each applicable requirement of 45 CFR Part 162. Business Associate will not enter into, or permit its subcontractors or agents to enter into, any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of Covered Entity that:
- (a) Changes the definition, data condition or use of a data element or segment in a Standard Transaction;
 - (b) Adds any data elements or segments to the maximum defined data set;

- (c) Uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or
- (d) Changes the meaning or intent of the Standard Transaction's implementation specification.
8. Indemnity. The parties to this Agreement shall mutually protect, indemnify and hold each other harmless from all claims and damages including attorney's fees, arising from failure of the other party to comply with applicable federal, state and local laws and regulations or the performance of the work and services by that party under this Agreement. This section shall survive termination of this Agreement.
9. No Third Party Beneficiaries. Business Associate and Covered Entity agree that individuals who are the subject of Protected Health Information are not intended to be third party beneficiaries of this Agreement.
10. Amendment. This Agreement may not be amended, altered, or modified unless in writing and signed by the parties who agree to amend as necessary to comply with HIPAA and the Privacy Rule.
11. Parties' Relationship. Nothing in this Agreement shall be construed as creating a Principal/Agency relationship between the Covered Entity and Business Associate.
12. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA Rules.
13. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the state of Pennsylvania except to the extent federal law applies without regard to conflicts of law rules. The parties hereby submit to the jurisdiction of the courts located in the State of Pennsylvania including any appellate court thereof.
14. Headings. The headings and subheadings of this Agreement have been inserted for convenience of reference only and shall not affect the construction of the provisions of the Agreement.
15. Cooperation. The parties shall agree to cooperate and to comply with procedures mutually agreed upon to facilitate compliance with the HIPAA Rules, including procedures designed to mitigate the harmful effects of any improper use or disclosure of Covered Entity's Protected Health Information.

City of Peachtree City

Title

Date



Commercial Acceptance Company/Carl Succa

President
Title

January 15, 2015
Date

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council
VIA: City Manager 
FROM: Public Services Director
DATE: February 13, 2015
SUBJECT: Consider Subdivision Sign Policy
February 19, 2015, Council Meeting

At the February 5 meeting, an overview of the options relating to the installation, repair, and replacement of subdivision entry signs was given. Council was asked for guidance in developing a consistent policy for Public Services to follow moving forward.

Based on the discussion at the last meeting, a policy is attached for Council's consideration.

SUBDIVISION ENTRANCE MAINTENANCE POLICY

I. Purpose

The purpose of this policy is to identify the City's stance regarding the repair and/ or replacement of subdivision entrance signs and support walls; the maintenance and/ or replacement of said signs and/ or support walls; and the addition of new features such as lighting, fencing, irrigation, seasonal color, and annual plantings.

II. Policy

A. Standards.

The repair, replacement, or alteration of an existing subdivision entrance sign and/ or support wall shall adhere to the requirements identified within the Peachtree City Sign Ordinance. The Applicant shall coordinate with the Sign Administrator and/ or the City Planning Department to ensure the requirements of this ordinance are met.

B. Maintenance, repair and replacement of existing subdivision signs and/ or support walls.

The City shall maintain, repair and/ or replace all subdivision signs and/ or replacement walls not under the jurisdiction of an established Homeowner's Association (HOA) in accordance with the following:

1. **Repair:** Repair shall be limited to repainting the sign panel and/ or the individual letters affixed to the support walls identifying the name of the subdivision no more than once every five (5) years. A standardized palette of paint colors shall be maintained by the Sign Administrator and/ City Planning Department and shall be used to repaint existing signs.
2. **Removal and/ or replacement:** Should an existing sign become damaged or deteriorated beyond economic repair, as determined by Public Services Director, the city shall remove and dispose of said sign. The sign shall then be replaced at an amount not to exceed **\$3,500** per subdivision in accordance with the following:
 - Signs shall be replaced in accordance with a standardized sign template as determined by the City Planning Department to include material, color, shape, size and font.
 - Monument signs shall include the replacement of the sign panel and/ or the individual letters affixed to the monument sign. The sign panel shall be similar in size to what was removed, or shall adhere to a standardized sign template as determined by the City Planning Department, to include color, shape, size and font.

- Replacement of the sign panel and/ or the individual letters shall not include any repairs to the monument structure itself. Should it be determined that the monument structure itself is damaged or deteriorated beyond economic repair, as determined by Public Services Director, the city shall remove and dispose of said monument structure and replace the monument sign with freestanding standardized sign as determined by the City Planning Department to include material, color, shape, size and font.

3. **Upgrade and/ or replacement:** Should a group of homeowners within a subdivision without an established HOA wish to replace their subdivision sign with something different than the standardized sign template as determined by the City Planning Department, the following information shall be submitted to the City Planning Department and Public Service Department for consideration:

- a) **Petition:** A petition containing the signatures of not less than fifty (50) percent plus one (1) of the registered property owners within the subdivision, as identified by the most recent information available from the Fayette County Tax Assessor's Office. Signatures from renters shall not be deemed as consent.

The petition shall include language indicating those signing are aware that all design and construction costs, and future maintenance responsibilities of signage and surrounding landscaping to include pruning of plants, mulching of plant beds, irrigation systems, lighting, etc. , are the sole responsibility of the established HOA or the group of homeowners within the subdivision.

- b) **Sign design:** A detailed drawing of the proposed sign, prepared in accordance with the standards identified within the Peachtree City Sign Ordinance, to include material and color selection.
- c) **Landscape plan:** A landscape plan identifying the exact location of the proposed sign and all landscaping enhancements.
- d) **City Council Approval:** Should a group of homeowners within a subdivision, without an established HOA, desire to assume responsibility for maintenance, they may do so only after requesting ownership and maintenance responsibilities from city council. Should city council approve this request, The group of homeowners may be eligible for a **\$3,500 grant** per sub-division, based upon budgeted funds, the group of homeowners within a subdivision shall become solely responsible for all maintenance and repair costs of associated signage and landscaping of the subdivision entrance. The city shall not participate in any maintenance responsibility or utility costs associated with subdivision entrances.

C. Maintenance, repair and replacement of existing landscaping, irrigation and lighting.

1. **Current Landscaping:** The city shall maintain plant material and landscape mulch at the subdivision entrances. Any new and/ or additional plant material that is above and beyond what was initially approved and accepted by the city shall be approved in advance by the City Landscape Architect and/ or the Public Services Director, and shall be paid for and maintained at the sole expense of the established HOA or group of homeowners within a subdivision.
2. **Current Irrigation systems:** It is understood that some subdivision entrances may have included underground irrigation systems that at one time were maintained by the city. As of this date, the city shall no longer operate, maintain and/ or repair these systems. It is further understood these systems shall remain in place, but for all intensive purposes, shall be considered as abandoned.

Should an established HOA or group of homeowners within a subdivision desire to assume responsibility for these systems, they may do so only after requesting ownership and maintenance responsibilities from city council. Should city council approve this request, the established HOA or group of homeowners within a subdivision shall become solely responsible for all maintenance and repair costs associated with the irrigation system. The city shall not participate in nor shall they assume payment of any utility bills associated with the maintenance of these systems.

3. **Current Sign lighting:** It is understood that some subdivision entrances may have included overhead or directional lighting to illuminate the subdivision sign. As of this date, the city shall no longer operate, maintain and/ or repair these systems. It is further understood these systems shall remain in place, but for all intensive purposes, shall be considered as abandoned.

Should an established HOA or group of homeowners within a subdivision desire to assume responsibility for these fixtures, they may do so only after requesting ownership and maintenance responsibilities from city council. Should city council approve this request, the established HOA or group of homeowners within a subdivision shall become solely responsible for all maintenance and repair costs associated with the lighting. The city shall not participate in nor shall they assume payment of any utility bills associated with the maintenance of these systems.

Sample Monument

\$3,200 Quote

SIGN OPTION A



PEACHTREE CITY

POSITION PAPER

Proposed Rezoning
South 74 Industrial Park
Osmose Utility Services tract

Senior Planner
February 13, 2015

David



Situation:

South-Tree Enterprises (Applicant) owns a 16.6-acre tract of land located on HWY 74 South and known to us as the South 74 Industrial Park. The subject tract is currently zoned GI General Industrial and designated as IND Industrial on the city's Land Use Map.

The Applicant desires to subdivide the overall tract into smaller parcels such that the individual tracts can be marketed for sale and/ or for financing purposes. Because of the established building and parking setbacks identified within the GI zoning district, subdividing the property as proposed would not be permitted without first changing the zoning designation of the property. The Applicant is requesting that the property be rezoned from GI to LUI-3 Limited Use Industrial such that site-specific building and parking setbacks can be established for the overall tract. The proposed uses would not change from what is currently permitted within the GI zoning district.

The conceptual site plan for the property was approved on July 21, 2014, and identified four buildings, associated parking and service drives. The conceptual site plan also identified future expansions of two of these buildings, as well as an area for future development.

The first phase of the development is currently under construction and includes the Osmose Utility Services office building, warehouse building, testing yard and associated parking. The infrastructure for the future development is also under construction.

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

Facts:

1. The property known to us as the South 74 Industrial Park is 16.6 acres in size and is zoned GI General Industrial.
2. The subject tract abuts Rinnai warehouse to the north and the 665 HWY 74 industrial building to the south, both of which are zoned GI. The property abuts HWY 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.

South 74 Industrial Park

February 13, 2015

Page 2

4. The Applicant desires to subdivide the property in order to market the individual tracts for sale and/ or for financing purposes.
5. There are no additional improvements proposed for the property at this time.
6. At their meeting on February 9, 2015, the Planning Commission voted unanimously to forward the rezoning request to City Council with a recommendation that it be approved, subject to the understandings and conditions recommended by City Staff (Attachment "B").

Recommendation:

Staff recommends that the proposed rezoning of the 16.6-acre tract of land located on HWY 74 South be approved subject to the following understandings and conditions:

1. Approval of the rezoning shall not include approval of any site enhancements or improvements.
2. Any new development on the site shall comply with the established site plan submittal requirements.
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.

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

Attachments

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



REZONING PERMIT APPLICATION

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

Fee: \$600 + \$50/acre

Receipt # 322898

Date Filed 1/26/15

Case # _____

Office Use Only

SITE LOCATION	Address <u>635, 631, 629, 627, 625</u> <u>Hwy 74 S. Peachtree City GA</u>	SITE INFORMATION	Parcel #(s) _____
	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>Parkside Development Group</u> Address <u>1100 Commerce Dr.</u> City, State, Zip <u>Peachtree City, GA</u> Phone # <u>770-631-0499</u> Email <u>chuck@south-tree.com</u>		Property Size: <u>696,960</u> <u>16</u> Square Feet Acres
APPLICANT	Name <u>South 74 LLC</u> Address <u>1100 Commerce Dr.</u> City, State, Zip <u>Peachtree City GA</u> Phone # <u>770-631-0499</u> Email <u>chuck@south-tree.com</u>	OWNER	Name <u>South 74 LLC</u> Address <u>1100 Commerce Dr.</u> City, State, Zip <u>Peachtree City GA</u> Phone # <u>770-631-0499</u> Email <u>chuck@south-tree.com</u>

IMPACTED AREAS	Sq ft Acres	Total acres ± Impacted acres	LAND USE & ZONING	Please record all surrounding property within 200ft of site			
	Disturbed Area <u>15</u> <u>1.07</u> % Square Feet Acres			Land Use	Zoning		
	Impervious Area <u>2.42</u> <u>6.61</u> % Square Feet Acres			North <u>WAREHOUSE</u> <u>GI</u>	East <u>LAND-44 AC</u> <u>LUI</u>		
	Open Space & Greenbelts <u>2.34</u> <u>6.84</u> % Square Feet Acres			South <u>WAREHOUSE</u> <u>GI</u>	West <u>LAND</u> <u>GI</u>		
LOCATION OF	Entrance to Site: <u>South Hwy 74</u>						
	Tree Save and Landscape Buffers: <u>Front</u>						
	Other Buffers: _____						
	Greenbelts (to be dedicated to the city): <u>None</u>						
	Multi-Use Path Connections: <u>None</u>						
	Historical Resources: <u>None</u>						
BUILDING INFORMATION	Natural Features: <u>None</u>						
	Stormwater Retention: <u>yes</u>						
	Building type: <u>Type II B Sprinkled Office Bldg.</u> Briefly describe proposed use of property: (A separate detailed report is still required to be attached to this application)						
	Hrs of operation: <u>7am to 5pm</u>						
	# of stories: <u>2</u> Building height: <u>38'</u>						
	Floor Area (Sq ft) Existing <u>55,000 SF</u> Proposed _____						
TYPE OF CONSTRUCTION	# of dwelling units: <u>0</u> Units/acre: _____		Parking: _____				
	# of employees: _____ Existing Proposed		# Required # Existing # Proposed # Pervious				
TYPE OF CONSTRUCTION	Structural Material: ☐ Wood ☒ Metal ☐ Concrete ☐ Brick ☐ Other		SETBACKS	Required		Proposed	
	Roof Material: ☐ Metal ☐ Tar ☐ Shingles ☐ Slate ☐ Other <u>Single Ply membrane</u>			Front (Building)	_____ ft	_____ ft	
	Interior Finish: ☒ Drywall ☐ Wood ☐ Concrete ☐ Stucco ☐ Other			Front (Parking)	<u>60</u> ft	<u>60</u> ft	
	Exterior Finish: ☒ Wood ☐ Metal ☐ Concrete ☐ Brick ☐ Other			Side	<u>20</u> ft	<u>20</u> ft	
				Rear	<u>50</u> ft	<u>50</u> ft	

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
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 sq)					
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>Yes Atlanta Gas Light</u>	Water supply:		Estimated total water demand (gpd):
Electrical Service: <u>Georgia Power</u>	☐ Individual Well(s) ☐ Community System ☒ Municipal System: (Fayette County Water Dept)			
Telephone Service: <u>AT&T</u>	Wastewater collection/treatment:		Estimated total wastewater discharge (gpd):	
Cable TV Service: _____	☐ Individual Onsite ☐ Community System ☒ Municipal System: (Peachtree City WASA)			

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

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

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

Applicant Signature: [Signature] Date: 1-23-14

Property Owner Signature: [Signature] Date: 1-23-14

Please complete the attached checklist.

OFFICE ONLY

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

Signature: David E. Bort Date: 01-23-15

Date & Time of Planning Commission Public Hearing: 02-09-15

Date of City Council Public Hearing: 02-19-15 Case Number: 2015-MAP

Return to:
Warner, Hooper & Ramsey, P.C.
900 Westpark Drive - Suite 210
Peachtree City, Georgia 30269

Doc ID: 009414390002 Type: WD
Recorded: 07/31/2014 at 10:00:00 AM
Fee Amt: \$987.00 Page 1 of 2
Transfer Tax: \$975.00
Fayette, Ga. Clerk Superior Court
Sheila Studdard Clerk of Court
BK 4218 PG 405-406

STATE OF GEORGIA
COUNTY OF FAYETTE

LIMITED WARRANTY DEED

This indenture made this 22nd day of July, 2014, between CYGNUS GA, LLC, a Georgia limited liability company, as party of the first part, hereinafter called Grantor, and SOUTH 74 LLC, a Georgia limited liability company, as party of the second part, hereinafter called Grantee (the word "Grantor" and "Grantee" to include their respective heirs, successors, and assigns where the context requires or permits).

WITNESSETH: that Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property:

All that tract or parcel of land lying and being in Land Lot 47 of the 6th District of Fayette County, Georgia, being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

To have and to hold the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in fee simple.

And the said Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the claims of all persons whomsoever, claiming by, through or under Grantor.

In witness whereof, the Grantor has signed and sealed this deed, the day and year above written.

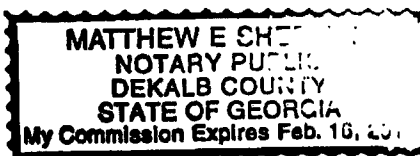
CYGNUS GA, LLC

Signed, sealed and delivered
in the presence of:

By: _____ (SEAL)
Andy Cummings, Manager

Witness

Notary Public



Book: 4218 Page: 405 Seq: 1

EXHIBIT "A"

ALL THAT TRACT or parcel of land lying and being in Land Lot 47 of the 6th Land District of Fayette County, Georgia and being approximately 17.8 acres and being more particularly described as follows:

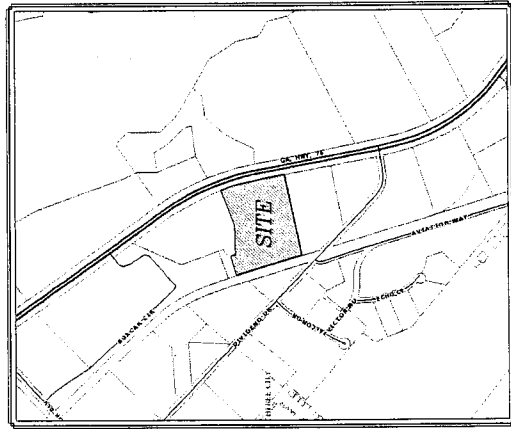
BEGIN at a point on the northeasterly right-of-way line of CSX Railroad (100' r/w), which lies north 16 degrees 50 minutes 44 seconds west a distance of 219.25 feet as measured along said right-of-way line from the intersection of said railroad right-of-way line with the northeasterly right-of-way line of Dividend Drive (80' r/w), and run thence along said railroad right-of-way line north 16 degrees 55 minutes 33 seconds west a distance of 798.76 feet to a point; run thence north 73 degrees 6 minutes 47 seconds east a distance of 216.83 feet to a point; run thence south 27 degrees 17 minutes 27 seconds east a distance of 87.79 feet to a point; run thence north 85 degrees 46 minutes 14 seconds east a distance of 355.75 feet to a point; run thence north 68 degrees 48 minutes 32 seconds east a distance of 478.31 feet to a point on the southwesterly right-of-way line of Georgia Highway 74 (130' r/w); run thence in a southerly direction along said right-of-way line along the arc of a curve to the right to the point which marks the northeast corner of land conveyed to Dividend Partners, LLC by Formtec, Inc. by Limited Warranty Deed recorded in Deed Book 1160, page 483, Fayette County, Georgia Records; run thence away from said right-of-way line south 78 degrees 31 minutes 20 seconds west a distance of 1023.82 feet to the Point of Beginning as established above; being all that property which is bound on the east by Georgia Highway 74, on the south by said property formerly owned by Formtec, Inc. as described in said deed recorded in Deed Book 1160, Page 483, bound on the west by said right-of-way of CSX Railroad, and bound on the north by property now or formerly owned by the US Department of Commerce and/or Robert Patillo Properties, Inc.

LESS AND EXCEPT any and all property conveyed by virtue of that certain Georgia Department of Transportation Right of Way Deed from Peachtree city Holdings, LLC to the Department of Transportation, dated May 12, 2006, recorded June 5, 2006, in Deed Book 3023, Page 708, in the office of the Clerk of Superior Court of Fayette County, Georgia.

Construction Plans
for:
Osmose & South 74,

Located in: L.L. 46 of 6th Dist., ~ City of Peachtree City ~ Fayette Co., Georgia

Sheet No.	Description
1	Clear Sheet
2	G.O.T. Slaking and Striping Plan
3	G.O.T. Grading and Utility Plan
4	Existing Conditions and Tree Protection Plan
5	Overall Site Plan
6	Detailed Striping Plan
7	Grading and Utility Plan
8	Spot Elevation Plan
9	Grading and Utility Map Plan
10	Storm Drainage Map Plan
11	Storm Drainage and Sanitary Sewer Profiles
12	Initial Erosion, Sediment, and Pollution Control Plan
13	Intermediate Erosion, Sediment, and Pollution Control Plan
14	Final Erosion, Sediment, and Pollution Control Plan
15	Erosion, Sediment and Pollution Control Notes
16	Erosion, Sediment and Pollution Control Details
17	Erosion, Sediment and Pollution Control Details
18	Standard Construction Details



Vicinity Map
(Not to Scale)

PLANS EXPIRE 12 MONTHS FROM APPROVAL DATE
UNLESS A LAND DISTURBANCE PERMIT HAS BEEN
APPLIED FOR.
EXPIRATION DATE: _____

OWNER / DEVELOPER
South 74, LLC
1100 Commerce Dr., Suite A
Peachtree City, Ga. 30269
Ph # 770-631-0499
Contact: Chuck Ogletree
Ph # 404-557-6913

COVER SHEET
Date: July 29, 2014

SHEET 1 OF 19 SHEETS

Owner: Developer and Contractor Notes:

1. The Contractor will be required to provide a copy of the NMA and proof of must and payment to the EPO.
2. A Stormwater Management Facility Maintenance Agreement and Flood Certification are to be submitted to the appropriate regulatory agency for review and approval.
3. The Contractor shall submit a stormwater management plan to be submitted to the appropriate regulatory agency for review and approval.
4. The contractor will be required to submit a copy of the Flood Plan.
5. The contractor shall be required to submit a copy of the Flood Plan.
6. All NMA's records shall be kept on file and to date the general permit.
7. All debris will be buried or ground. Burial pits are not permitted.
8. The Contractor shall provide all measurements and materials that for utility as-built.
9. The Contractor shall be responsible for obtaining and/or sewer construction letter and find inspection.
10. All surplus materials, tools, and temporary structures shall be removed by the contractor and

General Notes:

- [illegible]

GENERAL NOTES:

1. SITE ADDRESS:
629, 631, & 635 HWY. 745
PEACHTREE CITY, GA. 30280
2. TOTAL AREA OF THIS SITE: 17.85 ACRES
3. TOTAL DISTURBED AREA:
4. TOTAL IMPERVIOUS AREA:
5. THIS PROPERTY DOES NOT LIE WITHIN A DESIGNATED 100 YR. FLOOD HAZARD AREA AS INDICATED IN F.I.R.M. MAP
NO. 1300027, DATED OCTOBER 26, 2004.

THE CONTRACTOR SHALL CONDUCT ALL WORK IN ACCORDANCE WITH THE REQUIREMENTS OF APPLICABLE REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) & ALL LOCAL, STATE AND FEDERAL REGULATIONS. PROPER SAFETY PROCEDURES ARE OF SPECIAL CONCERN ON THIS PROJECT CONSIDERING THAT WORKERS WILL BE IN THE OPEN TRENCHES ABOVE A PORTION OF THE CONSTRUCTION OPERATION.

[illegible]

Hovey & Associates
1130 MORRIS LANE, SUITE B
ASTORIA, OREGON 97103

RECEIVED JAN 23 2015

CIVIL ENGINEERING
LAND PLANNING
HYDROLOGY

PREPARED BY:

HOVEY & ASSOC., INC.
150 HOWARD LANE, SUITE B
FAYETTEVILLE, GEORGIA 30214
PHONE: 770-460-2200

PREPARED FOR:

OWNER/DEVELOPER
& 24 HR. CONTACT
SOUTH 74, LLC
1100 COMMERCE DR. SUITE A
PEACHTREE CITY, GA. 30289
PHONE 770-831-0499
CONTACT: CHUCK OULETTE
PHONE 404-457-8913

OVERALL SITE PLAN
FOR:

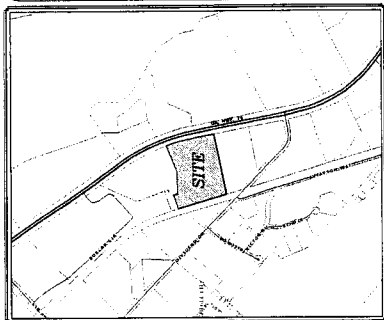
SOUTH 74, LLC

LOCATED IN: LL 48 ~ 8th
DISTRICT CITY OF
PEACHTREE CITY ~ FAYETTE
CO., GEORGIA

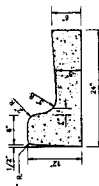
GRAPHIC SCALE: 1" = 60'
DATE: JULY 29, 2014

REV.	DATE	DESCRIPTION
1		ADDITIONAL PARKING AND WALKWAY
2		PEACHTREE CITY AND RECORD AS 24
3		PEACHTREE CITY AND RECORD AS 24
4		PEACHTREE CITY AND RECORD AS 24

SHEET 5
OF 19
SHEETS



Vicinity Map
(See for Detail)



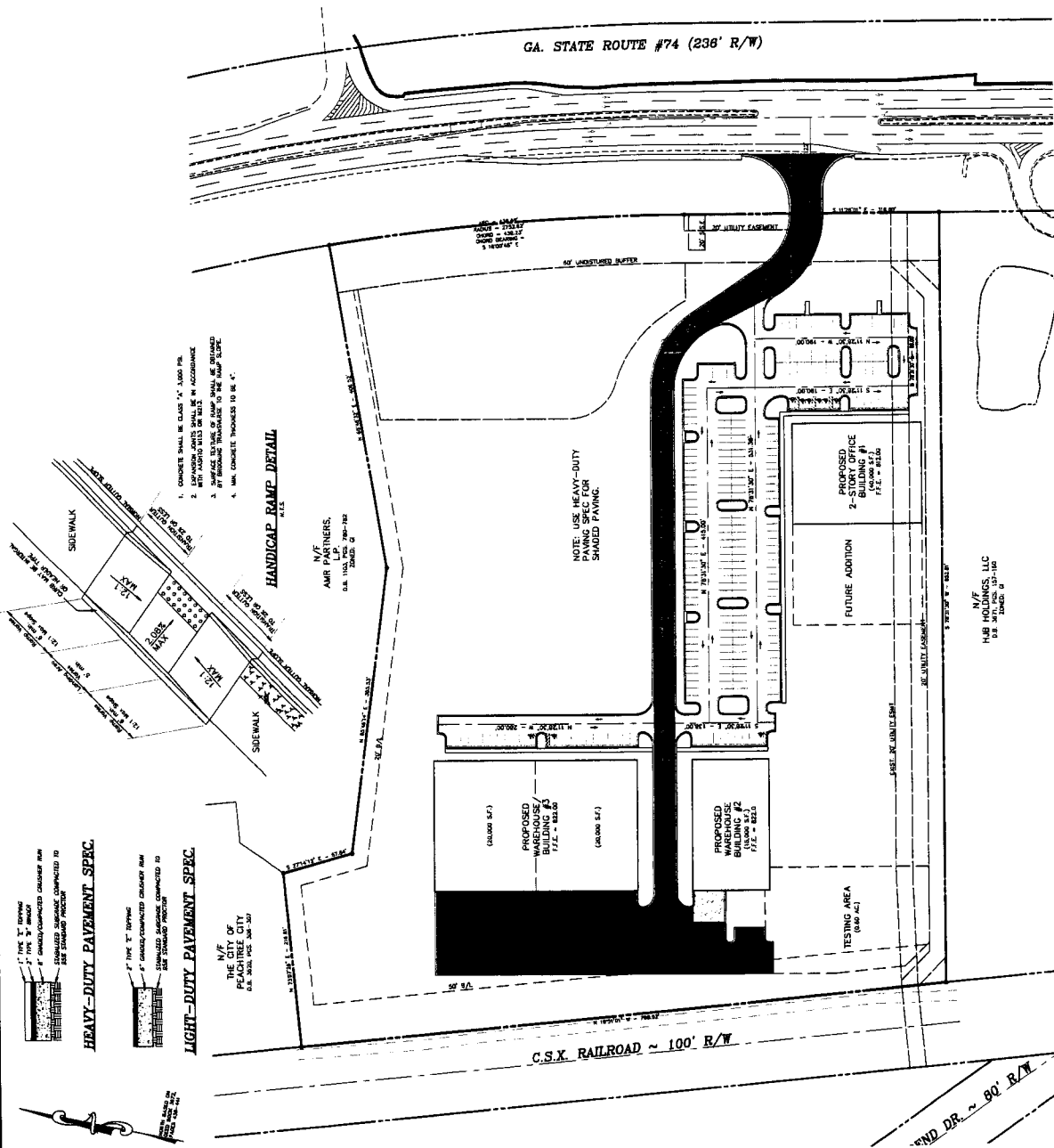
1. 1/2" MINIMUM DEPTH OF CURB AND GUTTER
2. MINIMUM DEPTH OF CURB AND GUTTER SHALL BE 2" AT ALL TIMES
3. CURB AND GUTTER SHALL BE 1/2" MINIMUM DEPTH OF CURB AND GUTTER
4. CURB AND GUTTER SHALL BE 1/2" MINIMUM DEPTH OF CURB AND GUTTER
5. CURB AND GUTTER SHALL BE 1/2" MINIMUM DEPTH OF CURB AND GUTTER

CURB & GUTTER SECTION

GENERAL NOTES:

1. TOTAL AREA OF THIS SITE: 17.2 ACRES
2. PROPERTY IS ZONED: O
3. MIN. FRONT SETBACK: 50 FT.
4. MIN. SIDE SETBACK: 20 FT.
5. MIN. REAR SETBACK: 50 FT.
6. OFFICE BLDG. #1 AREA: 40,000 SQ. FT.
7. WAREHOUSE BLDG. #2 & #3 AREA: 50,000 SQ. FT.
8. TYPICAL SIZE OF PARKING SPACE: 9' x 18'
9. TOTAL NO. OF PARKING PROVIDED IS 246 SPACES
10. WATER SHALL BE SUPPLIED BY FAYETTE CO. WATER AND SEWER AUTHORITY
11. SCOURAGE SHALL BE PROVIDED BY PEACHTREE WATER AND SEWER AUTHORITY
12. THIS PROPERTY DOES NOT LIE WITHIN A DESIGNATED 100 YEAR FLOOD ZONE
13. BOUNDARY INFORMATION WAS SUPPLIED BY W D GRAY 131110017 E DATED SEPTEMBER 26, 2008
14. NO ADJACENT PROPERTY WITHIN THE SITE WAS SUPPLIED BY FAYETTE COUNTY DEPARTMENT OF GRAY AND ADJACENT PROPERTY SURVEYING INFORMATION WITHIN 500' R/W

GA. STATE ROUTE #74 (236' R/W)



1. CONCRETE SHALL BE CLASS "A" 4000 PSI
2. REINFORCING BARS SHALL BE IN ACCORDANCE WITH A.C.I. 308.3R-03
3. SURFACE FINISH OF CONCRETE SHALL BE OBTAINED BY FINISHING TECHNIQUE TO BE 4"
4. MIN. CONCRETE THICKNESS TO BE 4"

HANDICAP RAMP DETAIL

N/E
AMR PARTNERS
L.P.
0.8 11/14/10 10:27 AM

NOTE: USE HEAVY-DUTY
PAVEMENT FOR
SANDWICH PAVING.

PROPOSED
2-STORY OFFICE
BUILDING #1
17.2 ~ 24.6

FUTURE ADDITION

PROPOSED
WAREHOUSE/
BUILDING #3
17.2 ~ 24.6

PROPOSED
WAREHOUSE/
BUILDING #2
17.2 ~ 24.6

TESTING AREA
(600 AC)

N/E
HUB INDUSTRIES, LLC
0.8 11/14/10 10:27 AM

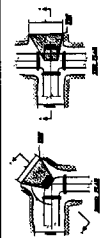
HEAVY-DUTY PAVEMENT SPEC.

LIGHT-DUTY PAVEMENT SPEC.

RECEIVED JAN 23 2015

NOTES BASED ON
FIELD WORK 3672
PAGES 436-441

PRINTED ON
RECYCLED PAPER 50%
PAGE 438-441

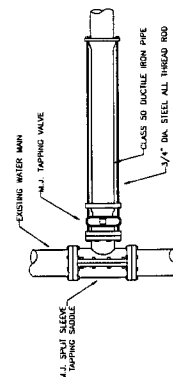


Date	Time	Location					
		Room	Room	Room	Room	Room	Room
1/1/20	10:00	101	102	103	104	105	106
1/1/20	11:00	101	102	103	104	105	106
1/1/20	12:00	101	102	103	104	105	106
1/1/20	13:00	101	102	103	104	105	106
1/1/20	14:00	101	102	103	104	105	106
1/1/20	15:00	101	102	103	104	105	106
1/1/20	16:00	101	102	103	104	105	106
1/1/20	17:00	101	102	103	104	105	106
1/1/20	18:00	101	102	103	104	105	106
1/1/20	19:00	101	102	103	104	105	106
1/1/20	20:00	101	102	103	104	105	106
1/1/20	21:00	101	102	103	104	105	106
1/1/20	22:00	101	102	103	104	105	106
1/1/20	23:00	101	102	103	104	105	106
1/1/20	24:00	101	102	103	104	105	106

THRUST BLOCKING FOR WATER MAINS



CONCRETE BLOCKING DETAILS



TYPICAL WET TAP INSTALLATION DETAIL

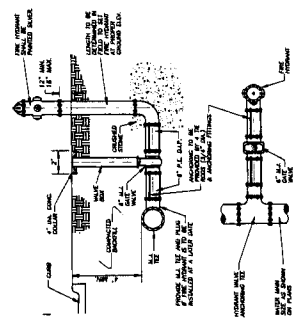
UTILITY RULES

1. ALL CONTRIBUTION TO BE IN STRICT ACCORDANCE WITH PATENTS COUNTY WATER SYSTEM ORDINANCES.
2. ALL CONTRIBUTION TO BE MADE TO THE PATENTS COUNTY WATER DEPARTMENT.
3. ALL CONTRIBUTION TO BE MADE TO INCREASE THE PATENTS COUNTY WATER DEPARTMENT.
4. THE CONTRIBUTION TO BE MADE TO THE PATENTS COUNTY WATER DEPARTMENT SHALL BE MADE TO THE PATENTS COUNTY WATER DEPARTMENT.
5. THE CONTRIBUTION TO BE MADE TO THE PATENTS COUNTY WATER DEPARTMENT SHALL BE MADE TO THE PATENTS COUNTY WATER DEPARTMENT.
6. THE CONTRIBUTION TO BE MADE TO THE PATENTS COUNTY WATER DEPARTMENT SHALL BE MADE TO THE PATENTS COUNTY WATER DEPARTMENT.
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15. THE CONTRIBUTION TO BE MADE TO THE PATENTS COUNTY WATER DEPARTMENT SHALL BE MADE TO THE PATENTS COUNTY WATER DEPARTMENT.
16. THE CONTRIBUTION TO BE MADE TO THE PATENTS COUNTY WATER DEPARTMENT SHALL BE MADE TO THE PATENTS COUNTY WATER DEPARTMENT.
17. THE CONTRIBUTION TO BE MADE TO THE PATENTS COUNTY WATER DEPARTMENT SHALL BE MADE TO THE PATENTS COUNTY WATER DEPARTMENT.

UTILITY NOTES

NOTE:
SEE SHEET NO. 3 FOR ALL INFORMATION
WITHIN THE D.O.T. R/W AND FOR DETAILED
WATERLINE INFORMATION.

TYP. FIRE HYDRANT INSTALLATION



STATE ROUTE #74 (236' R/W)

C.S.X. RAILROAD ~ 100' R/W

END DR. ~ 80' R/W

WATER LINE TRENCH DETAIL

RECEIVED JAN 23 2015

CIVIL ENGINEERING
LAND PLANNING
HYDROLOGY

PREPARED BY:

HOVEY & ASSOC., INC.
190 HOWARD LANE, SUITE B
FAYETTEVILLE, GEORGIA 30214
PHONE: 770-460-2200

PREPARED FOR:

OWNER/DEVELOPER
& 24 HR. CONTACT

SOUTH 74, LLC
1100 COMMERCE DR. SUITE A
PEACHTREE CITY, GA. 30269
PHONE 770-631-0499
CONTACT: CHUCK OGLETREE
PHONE 404-557-8913

**GRADING AND UTILITY
PLAN FOR:**

SOUTH 74, LLC

LOCATED IN: L.L. 46 ~ 6th
DISTRICT ~ CITY OF
PEACHTREE CITY ~ FAYETTE
CO., GEORGIA

GRAPHIC SCALE: 1" = 60'

DATE: JULY 29, 2014

REV.	DATE	DESCRIPTION
1	8/2/78	REWARD PENDING FOR MISSING LAMBERT POLY SPERMAL PLASMAST AND RECOVERED AS CITY AND COUNTY MEETING CONCLUDES


 SHEET 7 OF 19 SHEETS

**UNAPPROVED EXCERPT OF MINUTES
PLANNING COMMISSION MEETING
February 9, 2015**

PUBLIC HEARING

PH-15-02 Consider request from South-Tree Enterprises to rezone South 74 Industrial Park (Osmose Utility Services tract) from GI General Industrial to LUI-3 Limited Use Industrial.

Mr. Rast stated that South-Tree Enterprises, the Applicant for this proposal, owned a 16.6-acre tract of land located on HWY 74 South and known as the South 74 Industrial Park. The property was currently zoned GI General Industrial and designated as IND Industrial on the city's Land Use Map. If the rezoning was approved, the proposed uses would not change from what was currently permitted within the GI zoning district.

Mr. Chuck Ogletree of South-Tree Enterprises was in attendance to explain their request to rezone the property from GI to LUI-3 Limited Use Industrial so the overall parcel could be divided into smaller tracts and the individual tracts could be sold. In response to a question from Mr. Destadio, he stated the road would remain private.

After discussion, a motion was made by Ms. Wojcik, seconded by Mr. Conner, and unanimously adopted that the proposed rezoning of the 16.6-acre tract of land located on HWY 74 South be forwarded to City Council with a recommendation that it be approved subject to the following understandings and conditions:

1. Approval of the rezoning shall not include approval of any site enhancements or improvements.
2. Any new development on the site shall comply with the established site plan submittal requirements.
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.

The Applicant agreed to the conditions.

**AN ORDINANCE TO AMEND THE PEACHTREE CITY ZONING ORDINANCE
TO REZONE A 16.58-ACRE TRACT OF LAND, KNOWN TO US AS THE
SOUTH 74 INDUSTRIAL PARK, TO ACCOMMODATE THE
SUBDIVISION OF THE PROPERTY,
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.3 as follows:

(Section 1014A.3) Limited-use industrial district no. 3.

- (a) The tract of land as described below shall be rezoned from its present classification of GI General Industrial to LUI-3 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.

INSERT LEGAL DESCRIPTION

- (b) This tract of land is illustrated on the Boundary Survey prepared for South-Tree Enterprises by W.D. Gray & Associates (last revised June 24, 2014), a copy of which is attached hereto as Exhibit "A" and incorporated herein by express reference.
- (c) It is intended that the LUI-3 zoning district be established specifically to allow the subdivision of the 16.58-acre South 74 Industrial Park 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 additional buildings 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 various

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.1.1) *Permitted uses.*

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

(Section 1014A.1.2) *Conditional uses.*

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

(Section 1014A.1.3) *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 February __, 2015 subject to the following understandings and conditions:
1. Approval of the rezoning shall not include approval of any site enhancements or improvements.
 2. Any new development on the site shall comply with the established site plan submittal requirements.
 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.

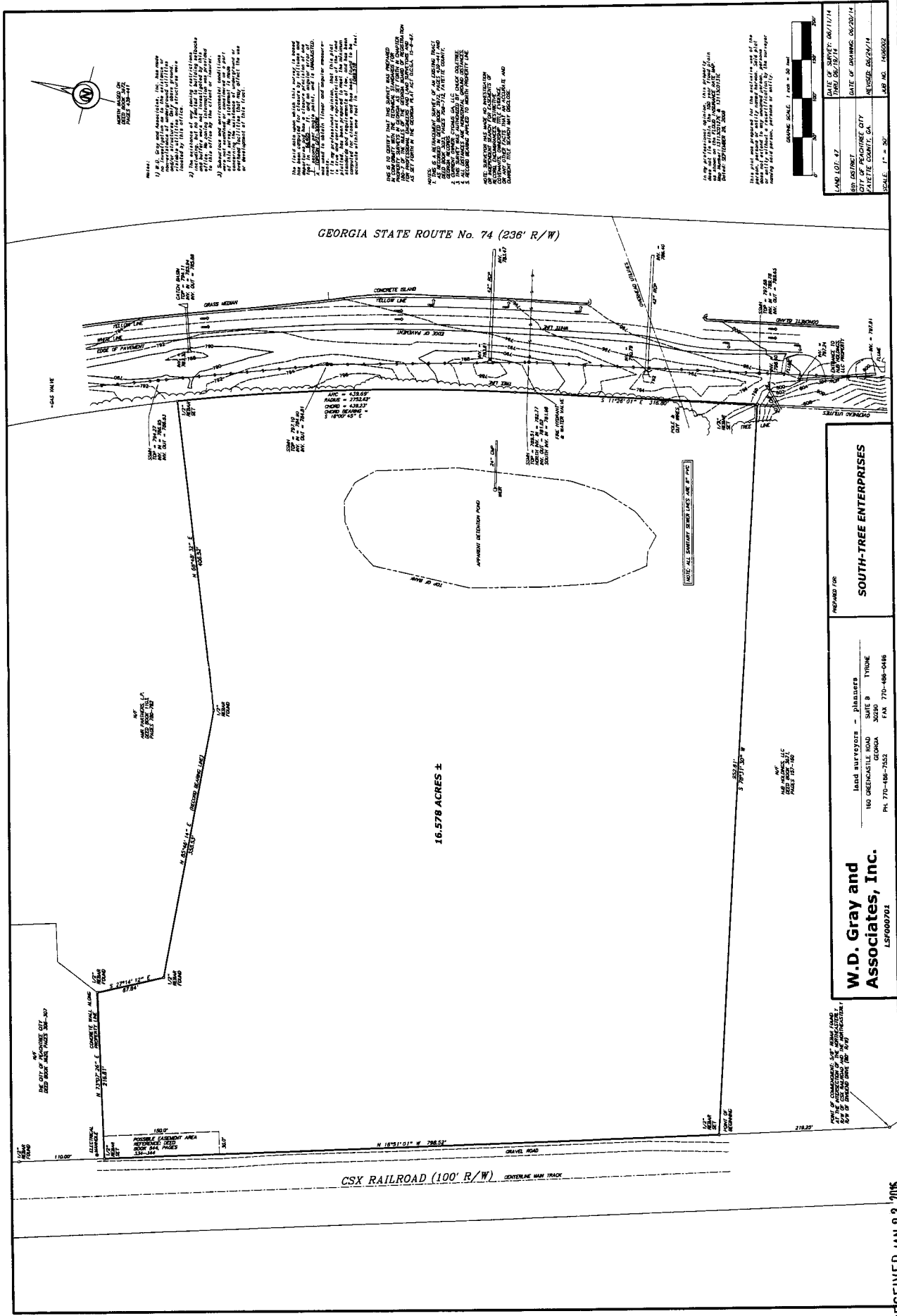
Section 4. This ordinance shall be in full force and effect upon its official adoption by the city council.

This _____ day of _____ 2015.

Vanessa Fleisch, Mayor

Attest:

City Clerk

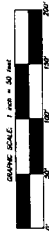


NOTES:

- 1) The survey was made by the undersigned on or about the 15th day of May, 1980, and the same was found to be correct and true.
- 2) The survey was made by the undersigned on or about the 15th day of May, 1980, and the same was found to be correct and true.
- 3) The survey was made by the undersigned on or about the 15th day of May, 1980, and the same was found to be correct and true.
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- 19) The survey was made by the undersigned on or about the 15th day of May, 1980, and the same was found to be correct and true.
- 20) The survey was made by the undersigned on or about the 15th day of May, 1980, and the same was found to be correct and true.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office at Marietta, Georgia, this 15th day of May, 1980.

Surveyor



LAND LOT: 47	DATE OF SURVEY: 06/11/84
SURVEYOR: W.D. GRAY AND ASSOCIATES, INC.	DATE OF DRAWING: 06/20/84
STATE: GEORGIA	PROJECT: SOUTH-TREE ENTERPRISES
CITY: MARIETTA	REVISION: 06/20/84
COUNTY: COCA	JOB NO. 148002
SCALE: 1" = 50'	

W.D. Gray and Associates, Inc.

LSF000701

land surveyors - planners

SUITE B TYNNE

180 GREENCASTLE ROAD

GEORGIA 30080

PH. 770-486-7522 FAX 770-486-0486

PREPARED FOR:

SOUTH-TREE ENTERPRISES

RECEIVED JAN 23 2015

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager 
Community Services Director

FROM: Senior Planner 

DATE: February 13, 2015

SUBJECT: Consider request from Great Wolf Lodge of Georgia, LLC to rezone the 38.4-acre Dolce – Atlanta Peachtree tract from GC General Commercial to LUC-26 Limited Use Commercial (200 Aberdeen Parkway)
February 19, 2015 City Council Agenda

At the Applicant's request, Staff is recommending that the Public Hearing to consider this request be continued.

We are anticipating receipt of a specific meeting date request no later than close of business on Monday, February 16, and will forward this information to City Council such that the meeting date can be included with the motion to continue.

PROPOSAL TO CHANGE THE VOTING CYCLE FOR PEACHTREE CITY

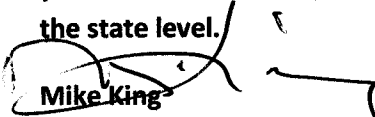
Madame Mayor and Fellow Council Members,

Last year during the January retreat I placed the above stated idea on the priority list, but due to more pressing issues no action was taken. During this year's retreat it was determined that the timing was correct, and that each of us agreed that the proposal has merit, and that we should proceed.

The proposal asks that the current elections for both mayor and council seat be moved to even number years so as to coincide with both state and national level elections eliminating the need to conduct annual elections when consolidation would offer substantial revenue savings for the city. It is understood that city elections cost the taxpayer upwards of seventy thousand dollars just for city wide elections (not counting the cost of runoffs).

In our age of automation the counting of ballots are conducted digitally, excepting the relatively low absentee ballots sent out for each election. It is not anticipated that this action would over burden our election commission.

It would be my recommendation that should Council approve this project by asking our state legislative delegation to grant us this option that final approval be up to the City Council in office at the time of approval. I would also recommend that that sitting Council make the determination as to extend their term of service by a year or reduce the respective terms by a year. It is noted that in the approval by the State Legislature this decision could be made at the state level.


Mike King

Council Member Post 2