
**City Council of Peachtree City
Agenda
February 15, 2018
6:30 p.m.**

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Announcements, Awards, Special Recognition**
 - Proclamation – Women's Heart Day
 - Proclamation – DeMolay Month
- IV. Public Comment**
- V. Agenda Changes**
- VI. Minutes**
 - February 1, 2018, Regular Meeting Minutes
- VII. Consent Agenda**
 - 1. Consider Alcohol License – NEW – PTC Concessions, LLC; The Fred
 - 2. Consider Stormwater Maintenance Agreements – Paschall Business Center, Delta Credit Union, Prosperian, LLC, and Integrity Fusion Products, Inc.
 - 3. Consider Purchase of Amphitheater Lighting Equipment – Global Production Services
 - 4. Consider FY 2017 Budget Amendments
- VIII. Old Agenda Items**
 - 02-18-02 Public Hearing – Annual Re-adoption of Peachtree City Zoning Map *(Mike Warrix)*
 - 02-18-04 Public Hearing – Rezoning Request, AR to LUR, 279 Senoia Road *(Mike Warrix)*
- IX. New Agenda Items**
 - 02-18-11 Consider Bid for Golf View Stormwater Project – Ronnie D. Jones Enterprises
(Mike Madison)
 - 02-18-12 Consider Certification of Fayette County Service Delivery Strategy Agreement
(Jon Rorie)
- X. Council/Staff Topics**
 - Crosstown Cart Path Crossing *(Dave Borkowski)*
 - March 6 Retreat Workshop- Master Planning Economic Development and Future Annexation
(Jon Rorie)
- XI. Executive Session**
- XII. Adjourn**

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

**City Council of Peachtree City
Meeting Minutes
February 1, 2018
6:30 p.m.**

The Mayor and Council of Peachtree City met in regular session on Thursday, February 1, 2018. Mayor Vanessa Fleisch called the meeting to order at 6:30 p.m. Others attending: Terry Ernst, Mike King, Kevin Madden, and Phil Prebor.

Announcements, Awards, Special Recognition

Mayor Fleisch recognized Bob Werner of the Public Works Department for 20 years of service. Another 20-year Public Works employee, David McDaniel, also was to be honored, but he was working on a service call and could not attend the meeting. Police Officer Kevin Brown was named December's Employee of the Month. State Rep. Josh Bonner presented Mayor Pro Tem Terry Ernst with a commendation from Gov. Nathan Deal and the Eden Project in recognition of his military service during the Vietnam War.

Public Comment

There was none.

Agenda Changes

There were none.

Minutes

January 4, 2018, Regular Meeting Minutes

King moved to approve the January 4, 2018, regular meeting minutes. Ernst seconded. Motion carried unanimously.

Quarterly Reports – 4th Quarter 2017

No additional comments were made.

Consent Agenda

1. **Consider Appointment(s) to Peachtree City Airport Authority – Allan Morrison, Judge S. Charles Murry (alternate)**
2. **Consider Appointment(s) to Peachtree City Water & Sewer Authority - Bob Grove, Jon Rorie**
3. **Consider Contract for Insurance Brokerage - McGriff, Seibels & Williams of Georgia, Inc.**
4. **Consider Alcohol License – NEW – Kedron World of Beverage, Kedron Shopping Center**
5. **Consider Request to Extend Time Limit on Alcohol License – Goto, LLC**
6. **Consider Surplus of Vehicle – 2015 Yamaha Viking, Police Department**

Ernst moved to approve Consent Agenda items 1-6. King seconded. Motion carried unanimously.

Old Agenda Items

There were none.

New Agenda Items

02-18-01 Annual Re-adoption of Peachtree City Zoning Map

02-18-02 Rezoning Request, AR to LUR, 279 Senola Road

The two public hearings had been delayed due to the cancellation of the January 18 Council meeting for which they had been advertised in the City legal organ. Public Information Officer/City Clerk Betsy Tyler said these public hearings had been re-advertised for the February 15 meeting.

02-18-03 Public Hearing – Consider Variance Request to Front Setback – 113 Tamerlane

Planning & Development Director Mike Warrix explained that applicant Jeff Westbrook was requesting a variance to the 40-foot front setback requirement in the R-12 zoning district for property owned by Connie and Duane Higdon at 113 Tamerlane. Warrix related that the need for the variance came to the City's attention when the applicant submitted a foundation survey indicating an encroachment of approximately eight feet into the required front building line setback. He displayed slides showing the location of the property and presented the site plan that was approved by City staff at the time of the building permit application. Warrix said this plan clearly showed that the 40-foot setback would be adhered to on both sides of this double-frontage lot. Next, he showed the original foundation survey submitted by the applicant and said staff did not accept it because it indicated a 10-foot setback that should have been 40 feet. The applicant returned with a revised foundation survey that accurately depicted the setback requirements. However, this survey showed that the addition encroached on the setback by 7.73 feet, Warrix reported. Warrix said a variance was needed for the final inspection and certificate of final occupancy. Warrix showed photographs of the home with the addition. He said the addition totaled 886 square feet and was similar to the existing building.

Fleisch opened the public hearing. Westbrook came forward, saying he was the general contractor for the project and a friend of the homeowners who had hired him to construct a mother-in-law suite. He said he submitted the original plan, and the City required him to move the addition back, which he did, thinking this would be sufficient to meet the setback requirement. Westbrook stated he was not aware of a problem with the setback until he asked for a final inspection and was told he needed a foundation survey, which was when the error was discovered. He stated he was never informed that a foundation survey would be required and, if it had been conducted, this error would have been corrected prior to building.

Susan Cromie of 118 Tamerlane spoke in support of the applicant. She said she lived across the street from the Higdon's and could see the addition from her home. Cromie called it 'lovely' and an asset to the neighborhood. There were no additional comments, and Fleisch closed the public hearing.

Ernst asked Warrix how this situation occurred. Warrix told him Section 18 of the City ordinances was clear that a foundation survey was required whenever a proposed structure encroached within five feet of a setback. He noted that safeguards were built into the software the Building Department used that prevented certain steps from occurring before other steps had been reviewed and approved. He said Staff was looking into the system to see if software upgrades could have allowed these safeguards to be bypassed. Apparently, the lack of the foundation survey did not come up as a red flag to the permitting desk, allowing Westbrook to proceed with building despite not having submitted the necessary documentation. He said there was no evidence that staff at the Building Department desk told Westbrook the foundation survey was needed or gave him anything in writing saying that.

Fleisch asked how long the foundation survey had been a requirement, and Warrix told her many years, with City Attorney Ted Meeker adding that it had been in place at least 20 years. Fleisch asked Westbrook if he had built in Peachtree City previously, and he responded that this was his first residential project. He said he was primarily a commercial builder. Prebor asked if he had ever had any problems with setbacks before, and Westbrook told him most of his work was renovating the interiors of existing structures, so this had never come up.

Madden inquired if it was the responsibility of a licensed contractor to know the requirements of the area where he was building, and Warrix responded that there was a certification statement

on the building permit application that stated the applicant was aware of all applicable codes and ordinances as related to construction and would adhere to them.

King asked if there was a greenbelt behind the property or a street separating it from adjacent properties. He was told 'no', but was referred to letters from neighbors that accompanied the variance application. These letters stated the neighbors had no objection to the addition and its placement.

Ernst clarified the order of actions, asking Warrix if the applicants proceeded with the building knowing that the encroachment had occurred. Warrix said the encroachment was not discovered until the foundation survey was submitted after the addition was complete.

Meeker and Fleisch discussed how long the foundation survey requirement had been on the books. Meeker said he found a reference to it in 2001, and Warrix again stated it had been required for many years.

Madden related that he and Prebor visited the property, even going inside to view the completed addition. He said it was a beautiful, seamless addition and the neighbors he spoke with had no problem. Prebor said his concern was that, when homeowners hired licensed contractors, they expected them to know and follow the rules. Madden said that, at some point in the future, he feared a contractor might go ahead and build something outside of the rules, under the theory that 'it would be easier to ask for forgiveness, than permission.'

Fleisch told Meeker she remembered an incident before she was elected to Council in which a house had to be demolished because it was built in violation of regulations. She asked Meeker if there was some way to penalize the builder rather than the homeowner for violating building requirements. He said possibly, probably through Code Enforcement action. Fleisch said Council needed to look at penalizing builders who violated ordinances because it was not fair to the consumer.

Prebor stated he would have had no problem with this if Westbrook had followed procedure and asked for a variance prior to building. He wanted to confirm that Council could prevent similar situations in the future. Meeker said there was no way to absolutely stop it, but Fleisch said a fine could be levied. Warrix noted that Building Department staff were looking to prevent it from occurring in the future by making sure the software blocking mechanism could not be overridden and by putting a notice on the front page of the permit application about the conditions for a foundation survey.

Prebor asked when a foundation survey was necessary and was told it was required if the building was within five feet of the setback. Prebor said he was fine with approving this variance, but wanted to ensure a similar situation did not happen in the future. King agreed, saying he did not want to penalize the homeowner. Fleisch suggested Council vote on the matter, then take steps in the future to ensure this did not occur again.

Madden moved to approve Item 02-18-03. Prebor seconded. Motion carried unanimously.

02-18-04 Consider Southside Quick Response (Fire/EMS) Station

Assistant Fire Chief Kevin Baggett addressed Council on the topic of establishing a quick response fire/EMS station on the City's south side. He said that an aging population and aging properties caused an increase in emergency medical service and fire calls. He showed a graph that indicated 50 percent of EMS services went to residents age 70 and older. EMS and fire calls had increased to more than 4,000 total calls last year. Baggett stressed the importance of quick

response in both medical and fire calls and noted that many of the medical calls went to the assisted living facility on Rockaway Road. He said the quick response station would not be a fire station with an engine, but a facility that could "stop the clock" and buy time in an emergency situation.

The cost for renovating a building for use as a quick response station would be paid for by impact fees to the City, Baggett said, noting that impact fees could not be used for personnel or operating expenses. Currently, he said, \$597 of the impact fee assessed on each new home constructed was to be used for fire protection. Baggett pointed out the current balance of impact fees available for fire protection use was \$1,087,318.55.

He talked about the planned Westside Station, saying construction would begin when 399 housing units had been constructed in that area, which they felt would be the 'break-even' point in impact fee collection. Baggett said they anticipated construction would begin in about a year, with a fall 2019 opening date. He showed an artist's rendition of the exterior of the Westside Station, noting that it would blend in with other buildings in the area.

Baggett explained that renting a space for the Southside Quick Response Station seemed more practical than building a new structure because of the uncertainty related to predicting future growth. He cited Station 84 as an example of a station that was incorrectly positioned according to its service area, and said it would be best to rent a space until there was a better idea of what fire and EMS services would be needed on the east and south sides of the City. Baggett showed a map of current stations and their service areas. He said the proposed Quick Response Station would be in the industrial area across from the ballfields on SR 74 and Rockaway Road. The station would be equipped with a truck that could perform an initial attack on a fire and could also serve as a medical intervention unit to provide life support until a transport vehicle arrived. Baggett displayed a proposed layout of the space, showing living and sleeping quarters and a single-bay garage for the response truck.

Another consideration, Baggett detailed, was related to staffing challenges. He said the department had 19 full-time firefighter/paramedics and several part-timers who could be called on to fill in during long-term absences among the full-time workers. However, as the economy improved, it was getting harder to fill the part-time positions. He said they were exploring several options in scheduling to keep all stations adequately staffed. Since the Westside Station would need to be staffed, Baggett proposed doing some of that hiring earlier than planned. He also noted that a federal Staffing for Adequate Fire and Emergency Response (SAFER) grant could be used to hire six additional full-time personnel, paying all or a portion of their salaries for several years.

Baggett asked Council to authorize the City Manager to execute a lease for a Quick Response Station at 825 South Highway 74, as well as to use Fire Department impact fees to renovate the space. That budget amendment for use of the impact fees would be on February 15 Council agenda, Baggett said. He also requested authorization to submit a SAFER grant for six additional personnel.

Madden asked again about the percentage of calls to the assisted living facility at 200 Rockaway Road and how many of those calls resulted in transport to a hospital. About 70 percent of the calls in that area were to the assisted living facility, Baggett noted, and many resulted in transport. Madden asked if those patients were billed for transport, and Baggett assured him they were billed at standard rates as well as mileage. He said more than \$1 million was collected each year from these fees.

Prebor asked what would happen if the grant was not approved. City Manager Jon Rorie told him the salaries for the additional personnel were already budgeted in the five-year financial plan as an operational expense. Fleisch asked about the timing of the grant, and Baggett responded that applications should open in about six months, and the grants would be awarded in 2019. Fleisch asked if the application went through the state or if the department did it directly. Rorie noted that the state government was not allowed to be involved in the process. Baggett added that the City had used a SAFER grant in the past for personnel. Rorie said, if the grant was not approved, firefighters would still be hired and on-boarded three at a time through 2021 and paid for through the General Fund budget. Prebor asked about hiring for the Westside Station, and Rorie explained that 12 would be hired for the Westside Station, but would not be hired all at once in order to have experienced personnel at the station, not 12 new hires. Madden asked about impact fees, and Rorie noted again that impact fees could not be used for personnel.

Ernst asked if many firefighters would be retiring in the next few years, and Baggett noted that there were about half a dozen who would be, so there would be a need to hire more than 12 firefighters. Rorie said that just emphasized the importance of a continuous training and career development program.

Ernst moved that the City Manager be authorized to execute a lease for a Quick Response Station at 825 South Highway 74. Madden seconded. Motion carried unanimously.

Continuing the discussion of impact fees, Rorie summarized how they would be used to pay for a Police Department expansion. He referred back to a slide that showed funds available from the collection of impact fees, noting that in the past the City had used impact fees for the Library and currently utilized impact fees for the multi-use path system, the Fire Department, and the Police Department. He said the question was how to use those funds and asked Police Chief Janet Moon to discuss plans for Police Department projects that could be funded with impact fees.

Moon presented a slide showing an aerial view of the police department with a planned 3,000 square foot addition outlined in red. She said the space would be used for community training, with its own entryway and restrooms. The addition would be able to accommodate around 50 people, more than the current training room. Also, Moon explained, the Police Department housed sensitive information, and visitors to the current community training area could not move freely, requiring an escort to visit the restrooms or break rooms.

Moon said geotechnical borings would be needed to ensure the site for the addition was buildable, and money had been earmarked for this. The goal, she said, was to get the engineering work out of the way so there would be no delays when it was decided to begin construction.

Kicking off within two months, Moon continued, was a project to fill potholes and resurface the parking lot. At the same time, they would like to close the entrance currently used, with a gate that was constantly in need of repair, and expand the remaining gate on the other side of the building to accommodate both entrances and exits to the parking lot. She said two light poles would need to be relocated and a small amount of space would be lost in the turning area, but the move would also allow for the addition of about 10 parking spaces, including a van-accessible space that conformed to standards set by the Americans with Disabilities Act (ADA). She said it would be good to go ahead and get these projects done with today's dollars, rather than postponing them until the time came to begin the addition discussed earlier.

Prebor inquired if there was a way to reconfigure the exit so a U-turn on SR 74 was not required if a driver wanted to head south. Moon said she believed the Georgia Department of Transportation

(GDOT) would have to grant permission for a median cut on SR 74, and Ernst confirmed that GDOT denied this when the Police Department was constructed. Rorie said that was another reason why relocating the exit would be more convenient for police officers since they could go straight through the property of a neighboring business. Rorie said GDOT was emphasizing the balance between access and mobility on its corridors so it was tough to obtain features like median cuts or additional traffic lights.

02-18-05 Consider Bid Award for Police Vehicles and Aftermarket Accessories for Police Vehicles Allan Vigil-Morrow, Wade Ford, ProLogicITS

Rorie noted that there was more involved in the following two items than just the awarding of bids, and that Moon would discuss how these purchases were interconnected.

Moon said bid packages were emailed to a number of Ford distributors and aftermarket installers, as well as posted to the City's website. Bids were received from three dealers and four aftermarket installers, she noted. She requested Council purchase five 2018 Ford F150 Police Responder Vehicles for the low bid price of \$171,010 from Allan Vigil Ford, Morrow, and purchase seven 2018 Ford Interceptor Utility Vehicles from Wade Ford for \$214,475. For the aftermarket vehicle accessories, she said Staff recommended choosing ProLogicITS, which bid \$162,514.35.

King moved to approve purchase of the 12 vehicles as noted. Madden seconded. Motion carried unanimously.

02-18-06 Consider SPLOST Expenditures for Police Department – Motorola, Inc. & Coban Technologies

Moon said she wanted to detail the process of how Special Purpose Local Option Sales Tax (SPLOST) funds were being spent for these technologies. The request for proposal (RFP) had been released, and on January 23, there was a mandatory pre-proposal conference in Fayetteville, she noted. Vendors had visited the seven tower sites used for the 911 system, and January 30 was the deadline for vendors to submit questions to the County. The County had until February 9 to respond to the questions, Moon reported, and March 1 was the day when vendor proposals were due. An evaluation committee would review the proposals, with a goal of having a recommendation to give to the Fayette County Commission by Summer 2018.

Moon noted that this year, she was the chair of the Fayette County 911 Advisory Board, with Fire Chief Joe O'Connor serving as co-chair. Moon explained that these positions rotated among the public safety departments in the County. She said she and O'Connor would be keeping up with the process of choosing a radio vendor and ensuring that the City's interests were met.

Regardless of which vendor was selected, the new radio system would take two or three years to become active, Moon reported. If new towers were needed, they would have to be built, and the radio system would have to be engineered, designed, and put into place. The Chief said the mobiles and portables in the system must be P25 Phase II compliant. This was based off interoperability standards, she said, meaning, that a Harris radio could work on a Motorola P25 Phase II system, and vice versa. She also said the current Spillman records management system, where everyone had a stand-alone server, would be migrated to a single server for the County, housed at the 911 headquarters. This was currently in the test phase, Moon noted. She also said they were exploring possible fiber connections to the 911 center to speed up access and improve security. Another upgrade in the works, she detailed, was NextGen 911, which would allow 911 dispatchers to receive text and video. Moon said many people believed that if they called 911 from a cell phone, the dispatcher could pinpoint their location. That was not true, she pointed out. However,

new technology would allow the 911 center to receive text and video, even pinpoint the floor of a building where a caller was.

Moon then talked about FirstNet, which was born out of the 9/11 attacks, which revealed gaps in the emergency communications systems [first responders could not communicate via cell phone due to the huge amount of civilian traffic]. She said the 9/11 Commission Report recommended a nationwide emergency communications network, and the First Responder Network Authority (FirstNet) was established in 2012. Only one company, AT&T, bid on the contract and was awarded a 25-year contract to build the nationwide infrastructure. In 2017, she noted, Georgia opted into the plan. She said Congress had allocated \$7 billion to build this network, raising this money by selling off band space for public safety use in emergency situations. If Georgia had opted out, the state would have been responsible for building a network, Moon noted.

Moon said the radio system she was discussing at the present would be used for voice communications in addition to this new technology she had discussed. She said the City would not be required to use FirstNet and would have to pay a subscriber fee if they did. Verizon was also planning to build its own network, she noted, and said it must have a reciprocity agreement with AT&T. Moon noted that every state and territory has opted into FirstNet. She assured Council that local public safety administrators were staying on top of the situation.

Madden told the Chief he was glad for the explanation and wanted to stress to citizens that they were not just buying new vehicles and equipment on a whim, but as a matter of necessity. He said he remembered the communications problems in New York on 9/11 and understood the importance of keeping up with new breakthroughs in technology. He thanked Moon for being farsighted.

Madden moved to approve New Agenda Item 02-18-06, Consider SPLOST Expenditures for Police Department – Motorola Inc. and Coban Technologies. Ernst seconded. Motion carried unanimously.

02-18-07 Consider Wireless Communications Ordinance

Rorie once again emphasized there was a theme among the agenda items. He noted that the update of the 911 communications systems would be a \$15 million project. He said the P25 Compliant radios alone would cost the City about \$1.5 million. The discussion earlier of FirstNet with AT&T and Verizon related to this agenda item, the updating of the wireless communications ordinance. These things connect through the local, county and state level, he stressed.

Warrix explained that this ordinance was previewed in November, and, after internal discussions and refinements, he was bringing a final ordinance copy to Council for consideration. He said every local government in the country was dealing with changes in wireless communication regulations, and this ordinance contained some housekeeping amendments to make sure the ordinance was in compliance with state rules and regulations. Warrix also pointed out it contained provisions for accommodating Advanced Wireless Architectures – Distributed Antennae Systems (DAS/Small Cell Facilities), technological improvements to enhance coverage and improve broadband capabilities. Another purpose of the ordinance, Warrix noted, was to manage and protect facilities in rights-of-way and to maintain high levels of public safety standards.

The amendments, he said, defined the new technologies such as microcell, small cell, and DAS, while giving staff the tools to assess and review these types of applications in accordance with state and federal law. He said a few had come in already for review. Since the November 16 meeting, there were two changes. One change required the applicant to be in compliance with

the City right-of-way ordinance prior to making application, Warrix noted. The other change, he said, required that support structures have a brown or black finish or other finish as reasonably required by the City, instead of the silver or gray finish stipulated in the previous version of the ordinance.

Warrix showed photos of existing towers in the City. Rorie called Council's attention to another photo of two examples of wireless facilities in the San Francisco Bay Area, one that was visually attractive and another that was a tangle of wires and cables. He reminded Council that these facilities would be in public rights-of-way, and it was important to maintain aesthetic standards. He noted these microcell sites would be popping up all over town as the technology became more common.

Rorie pointed out that the microcell sites would be necessary for the communications systems that the Police Chief had discussed earlier. He said access and aesthetics must be balanced. He reminded Council that Staff had worked with communications consultants on this ordinance for months, as well as vetting it with legal staff. He said to keep in mind that technology had advanced and would continue to change, commenting that the City would continue to work with communications companies to ensure the interests of citizens were met as well as the needs of the public safety departments. He said there would be changes to the ordinance as technologies evolved.

Ernst moved to approve New Agenda Item 02-18-07 Wireless Communications Ordinance. King seconded. Motion carried unanimously.

02-18-08 Consider Intergovernmental Agreements for Fayette County Service Delivery Strategy

- **Road Resurfacing Agreement**
- **Recreation Facility and Program Agreement**
- **Economic Development Tax Incentive Agreement**
- **Jail Inmate Agreement**
- **Fueling Station Agreement**

Rorie said the updated Comprehensive Plan required that the cities and County discuss and agree on which entity could provide services most effectively. An example at the County level, he noted, was the Sheriff's Department. All residents of the County paid for the Sheriff's Department, but, locally, the City had also decided to fund a Police Department. Rorie explained there were a host of different services provided, and Council would consider more of those services in the future, including signing off on the overall Countywide Service Delivery Strategy at the February 15 meeting. He said the Strategy provided a flexible framework for providing services. Key provisions, he noted, said City residents did not pay for services in which they did not share. Rorie cited the Fire Department as an example, explaining that Fayette County had a Fire Service supported by insurance premium taxes and a fire service district. Residents of the unincorporated county paid a millage rate to support the county's Fire Department, while Peachtree City residents did not, Rorie noted. City residents paid a tax that funded the City Fire Department, not the County, because they did not utilize County fire services. He said EMS and 911 were countywide services, and City residents were assessed these charges on their telephone bills.

Rorie reported that City and County leaders had met and developed the five intergovernmental agreements he was asking Council to approve. These agreements had not yet come before the County Commission, Rorie noted, and were being discussed by the Tyrone Town Council that night.

Rorie went over each item. He said the bids for road resurfacing were now out, and there was a long list of projects to be paid for with SPLOST funds. He noted that the County had a road crew the City could utilize for paving up to 2.5 miles of road each year. The County provided equipment and labor, while the City provided materials. The recreation program agreement, he explained, called for the County to pay the City \$150,000 each year in return for allowing County residents to access City recreation programs. This was a return to the amount contracted for several years ago, Rorie noted, saying it had been lower in more recent years.

The economic development tax incentive, Rorie said, was a standard 10/10 incentive agreement (10 percent a year over 10 years). Eligibility requirements for a company wishing to locate here would include a minimum capital investment of at least \$7 million and expectation of creating at least 20 jobs paying at least \$50,000 in wages and benefits. He said there were other tools the City could and did use to attract new industry, but this was a starting point.

The inmate agreement, Rorie stated, was for Fayette County to house Peachtree City Inmates at a \$50 per day rate charge. The City Manager noted that the rate structure was convoluted and had been in place for many years. He said the cost of housing inmates had gone up, and the rate would be evaluated every three years from now on. The fueling station agreement, he reported, would allow Fayette County to fuel its water system vehicles housed in the City at the City facility and be billed at the same rate as Peachtree City vehicles.

Rorie went back to the inmate agreement to discuss the Compensation of Police and Sheriffs (COPS) report that came out in December 2017. He said a key component of this study was the state's requirement that in order to maintain qualified local government status, a government must conduct a wage and salary study every five years. This study also looked at who covered the cost of transporting prisoners and at the portability of law enforcement retirement systems among jurisdictions. Rorie noted that a change in portability might make it harder to keep personnel since they would be able to go to another department and take their vested retirement plan with them. Rorie also said changes to funding police officer annuity benefits, such as assessing a one percent tax on auto insurance, were discussed in the report.

Keeping with the discussion of themes, Rorie noted that federal, state, and local issues all impacted service delivery strategies. He said not adhering to required strategies would risk the City's qualified local government status. That status, Rorie pointed out, was required for a number of things, including Georgia Environmental Finance Authority (GEFA) loans, which the City currently had in the amount of \$3.2 million, and Georgia Transportation Interbank Loans (GTIL), which the City had in the amount of about \$1.3 million. Also at risk would be access to Local Maintenance Infrastructure Grants (LMIG), which total about \$350,000 annually, Rorie commented, saying this money helped fund road paving. He said the intergovernmental agreement was necessary to provide the required services and recommended Council approve the intergovernmental agreements before them.

King moved to approve the intergovernmental agreements for Fayette County Service Delivery Strategy including road resurfacing, recreation program, economic development tax incentive, jail inmate, and fueling station agreements. Prebor seconded. Motion carried unanimously.

02-18-09 Consider Bid for Stormwater Pipe-Lining – Group A

Stormwater Manager Mike Madison said the 2018 Stormwater Pipe Rehabilitation Project – Pipe Group A consisted of the structural rehabilitation of 4,368 feet of structurally degraded 15-, 18-, and 24-inch diameter corrugated metal stormwater pipe. Bids were received from five

contractors, Madison noted, and the low bidder was IPR Southeast at \$417,982. He recommended Council award the bid to them.

Prebor moved to approve the bid for stormwater pipe lining – group A to PR Southeast at \$417,982. Ernst seconded. Motion carried unanimously.

02-18-09 Consider Bid for Stormwater Pipe-Lining – Group B

Madison said the 2018 Stormwater Pipe Rehabilitation Project – Pipe Group B consisted of the structural rehabilitation of 4,525 feet of structurally degraded 15-, 18-, and 24-inch diameter corrugated metal stormwater pipe. Bids were received from five contractors, and the low bidder was again IPR Southeast at \$434,697. He recommended Council award the bid to them.

King moved to approve the bid for stormwater pipe lining – group B to PR Southeast at \$434,697. Ernst seconded. Motion carried unanimously.

Council/Staff Topics

Rorie said he had no updates on the bridge design and costs for the All Children's Playground/ Drake Field Bridge, but would have a meeting on the project next week. He asked City Engineer David Borkowski to report on the progress at Planterra Way and MacDuff Parkway. Borkowski said the median cuts at Planterra had been done in preparation for the new left turn lane, and paving would be done soon. He said two pedestrian islands on the Walmart side had been reconfigured. Next week, the Walmart side medians would be demolished, so work could begin on the dual left turn lanes. He said they were scheduled to be completed on March 31.

Work had begun on MacDuff had begun as well, he noted. Easements had been obtained, and the median removed on the north side of SR 54 by Camden for the extended turn lane, Borkowski noted. He said work would begin tomorrow on cutting out the extended left turn lane at SR54 for drivers turning left onto MacDuff. Weather had impacted the work at MacDuff more than at Planterra, Borkowski pointed out, but they hoped to get back on track this month. March 31 was also the deadline for the MacDuff work, he stated.

Rorie asked for information on the planned resurfacing of SR54. Borkowski said there was an April bid let date, and he was trying to contact GDOT to get details.

King moved to convene in executive session for threatened or pending litigation at 8:20 p.m. Prebor seconded. Motion carried unanimously.

King moved to reconvene in regular session at 8:40 p.m. Ernst seconded. Motion carried unanimously.

There being no future business to discuss, Ernst moved to adjourn the meeting. King seconded. Motion carried unanimously. The meeting adjourned at 8:42 p.m.

Martha Barksdale, Recording Secretary

Vanessa Fleisch, Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: Jonathan N. Rorie, City Manager 

FROM: Pam Dufresne, Deputy City Clerk 

DATE: February 2, 2018

SUBJECT: Alcohol License – The Fred – PTC Concessions, LLC
February 15, 2018, Consent Agenda

Recommendation:

Staff recommends Council approve the attached application for a new alcohol license for the concessionaire for The Frederick Brown, Jr., Amphitheater.

Discussion:

PTC Concessions, LLC, dba Premier Events, has submitted a request for a new alcohol license at The Fred, 201 McIntosh Trail. Mr. Robert Frazer has requested he be appointed as the Licensee and the License Representative. Mr. Frazer's company operates concessions at several venues in the Atlanta area.

Mr. Frazer meets the requirements of the Alcohol Ordinance for an alcohol license.

Budgetary Impact:

The budgetary impact of the alcoholic beverage license will be positive. The applicant will be required to pay the 50% of the annual fee for the sale of distilled spirits, malt beverages, and wine, plus an additional fee for Sunday Sales. The applicant will also be required to file the monthly Mixed Drink Tax Report and pay the 3% fee on those sales.

Attachment



CITY HALL
 151 WILLOWBEND ROAD
 PEACHTREE CITY, GA 30269
 PHONE: 770-487-7657
 FAX: 770-631-2505
 WWW.PEACHTREE-CITY.ORG

Application For Alcoholic Beverage License

Business Name: PTC Concessions, LLC d/b/a Premier Events	Business Location: 201 McIntosh Trail, Peachtree City, GA 30269 Frederick Brown Jr. Amphitheater	
Nature of Business: Food & Beverage Concessions	Mailing Address: 1825 MacArthur Blvd NW Atlanta, GA 30318	Business Phone Number: 404-262-1800
Name of Licensee: Robert Frazer	Home Address: 8069 Ridge Valley Woodstock, GA 30189	Home Phone Number: 404-580-1406
Name of License Representative: Same	Home Address:	Home Phone Number:

Please indicate type of licenses applying for:

	Retail Consumption Dealer		Retail Package Dealer		Wholesale Dealer
X	Malt Beverage (with Sunday sales)		Malt Beverage		Malt Beverage
X	Wine (with Sunday Sales)		Wine		Wine
X	Distilled Spirits (with Sunday Sales)		Distilled Spirits		Distilled Spirits

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

NAME	ADDRESS	PHONE NUMBERS
Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.	Please provide Home Addresses for the individuals listed:	Please provide Home <u>and</u> Business Phone Numbers for individuals listed:
Owner/Licensee: Robert Frazer	8069 Ridge Valley Woodstock, GA 30189	404-580-1406
Business Manager/Records: Jonathan Rawls	3290 Dunlop Court NE Atlanta, GA 30319	404-372-9651

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

If YES, Please Provide Name of Employee: N/A

**FREDERICK BROWN JR. AMPHITHEATER
MANAGEMENT SERVICES AGREEMENT**

This Frederick Brown Jr. Amphitheater Management Services Agreement (this "**Agreement**") is made effective as of October 1, 2017 (the "**Effective Date**") by and between PTR LLC, a Georgia limited liability company (the "**Manager**") and the City of Peachtree City, a Georgia municipal corporation (the "**City**"). Manager and the City are each a "**Party**" and, collectively, the "**Parties**" to this Agreement.

Background:

The City owns and operates the Frederick Brown Jr. Amphitheater located in Peachtree City, GA (the "**FRED**"). The City desires to have the Manager provide management services for the FRED to in accordance with the provisions of this Agreement.

Agreement:

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree that the above Background is true and correct and is incorporated into this Agreement, and hereby further agree as follows:

1. **Term & Termination.** This Agreement shall commence upon the Effective Date and shall continue for one (1) year from the Effective Date (the "**Initial Term**"), and then, unless a Party has provided the other Party with at least ninety (90) days prior written notice of its desire to terminate this Agreement at the end of the Initial Term, this Agreement shall automatically renew for an additional one (1) year period (a "**Renewal Term**") at the end of the Initial Term, and the end of each subsequent Renewal Term, unless and until a Party provides the other Party with written notice of its desire to terminate this Agreement at least ninety (90) days prior to the end of the then current Renewal Term, in which case this Agreement shall terminate at the end of such then current Renewal Term. Notwithstanding the foregoing, either Party may terminate this Agreement at any time for any reason by providing the other Party with at least one-hundred eighty (180) days' prior written notice. The Initial Term and all Renewal Term(s), prior to any termination, are, collectively, the "**Term**." The period of time from the beginning of the Initial Term to the end of the Initial Term, or the beginning of a Renewal Term to the end of a Renewal Term, shall be referred to as a "**Term Year**."
2. **Services.** The Manager shall use commercially reasonable efforts to provide the City with the management services needed to help operate the FRED for all major activities or events at the FRED (each an "**Event**") during the Term as described in Exhibit A (collectively, the "**Services**").
3. **FRED Revenue.** The Manager shall collect all revenue generated during the Term ("**FRED Revenue**"). The FRED Revenue will consist of ticket sales (i.e. net of standard ticketing fees), concession/merchandise sales commissions (i.e. paid by the concession/merchandise service provider – 30% of concession/merchandise sales after first \$1,500 for each Event), rental fees, and sponsorships (i.e. net of sponsorship commissions paid to the sponsorship service provider of 25% for new sponsors, 10% for renewal sponsors, and 10% for trade deals). The Manager shall pay the portion of the FRED Revenue related to sponsorships within seven (7) days of receipt. The Manager shall retain the remaining FRED Revenue generated from an Event for the benefit of the City, and then shall pay the City the remaining FRED Revenue generated from such Event within fifteen (15) days of the conclusion of such Event.
4. **FRED Expenses.** The City shall be responsible for all expenses needed to operate the FRED at all times, except for the ticketing services, concession/merchandise services, and sponsorship services, which

will be provided by the Manager or third parties engaged by the Manager (collectively, the "**FRED Expenses**"). The FRED Expenses shall include, without limitation, reimbursing the Manager for the fees paid to the on-site FRED general manager (i.e. initial fee compensation is expected to be \$60,000/year), other contract labor, payments for performers/entertainers, all commissions to secure performers/entertainers (not to exceed 7.5% of programming budget for each Term Year), all commissions for sponsors paid to the sponsorship service provider of 25% of new sponsors, 10% for renewal sponsors, and 10% for trade deals, expenses of the performers/entertainers, transportation, hotel accommodations, catering, sound & lighting, equipment rental/maintenance, utilities, marketing and promotion expenses to include \$1500 per event to be paid to the marketing services provider, advertising, printing/binding, postage, supplies, account charges, communications, security, building repairs/maintenance for the FRED, staffing, workers compensation insurance, other liability insurance, rentals, professional services, auditing services, contractual services, legal services, technical services, cleaning services, education/training, travel, and other operational costs and expenses needed to operate the FRED and/or conduct the Events. The Manager may pay for and/or authorize FRED Expenses. The FRED Expenses shall either be paid directly by the City, or if paid by the Manager, shall be reimbursed by the City to the Manager upon the Manager's invoice or other request by the Manager for payment. In no event shall the Manager be liable or obligated to reimburse the City for any FRED Expenses.

5. Advances for FRED Expenses. In order for the Manager to have adequate funding available to pay FRED Expenses, the City agrees to advance funds to the Manager in the amount of \$200,000 on October 1st of each year during the Term, in addition to other periodic advances reasonably requested by the Manager from time to time to cover other FRED Expenses (example: to pay for a performer and to pay the commissions payable to obtain such performer). The Manager may retain advanced funds that reimburse the Manager for FRED Expenses. Unused advanced funds remaining at the end of a Term Year will be returned to the City. In the event of a termination of this Agreement prior to the end of a Term Year, then the unused advanced funds will be returned to the City within sixty (60) days of such termination. An annual budget should be submitted to the City by the Manager for approval so that FRED expenses are anticipated and budgeted for.

6. Profit-Sharing. The Manager shall keep an accounting for all annual FRED Revenue and annual FRED Expenses. The excess of the annual FRED Revenue over the annual FRED Expenses for any year of the Term shall be the "**FRED Profit**." The first \$45,000 of FRED Profit shall be retained by the City, and then, the remaining FRED Profit shall be allocated as follows: (i) 35% shall be retained by the City for general purposes; (ii) 35% shall be retained by the City to be used for improvements to the FRED; and (iii) 30% shall be paid by the City to the Manager (collectively, the "**Profit Sharing**"). In the event that the annual FRED Revenue is less than the annual FRED Expenses, then there will be no Profit Sharing. The Manager shall not be liable or obligated to make any payment to the City to cover the amount by which the FRED Expenses exceed the FRED Revenue. In the event of the termination of this Agreement prior to the end of a Term Year, the Profit Sharing shall be pro-rated for such Term Year (i.e. the City's right to retain the first \$45,000 of Fred Profit will also be reduced and pro-rated).

7. Compliance with Laws. Each Party agrees to fully comply at all times with all laws, rules, and regulations, whether federal, state, or local applicable to such Party's obligations under this Agreement.

8. Independent Contractor. Each Party shall be an independent contractor with respect to the provision of the Services and any and all of such Party's obligations hereunder, and no Party shall act as an employee, agent, partner or representative of any other Party. No Party will be responsible for providing any other Party's employees and/or contractors with health insurance, workers compensation, or any employee benefits whatsoever. Each Party will work completely independently of the other Party, except as set forth in this Agreement.

9. Warranty; Disclaimer of Warranty. Manager represents and warrants that the Services will be performed in a professional manner consistent with the level of care, skill, practice and judgment exercised by other professionals in performing services of a similar nature under similar circumstances by personnel with requisite skills, qualifications and licenses needed to carry out such work. For any breach of this warranty, City's sole and exclusive remedy, and Manager's sole and exclusive obligation, will be for Manager to use commercially reasonable efforts to correct the defective Services, within a reasonable time, so as to comply with generally accepted industry standards. Any claim based on the breach of the foregoing warranty must be submitted in writing within ten (10) days from the date of delivery of the applicable Services. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 9, ANY SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND/OR THAT THE SERVICES WILL BE ERROR-FREE.

10. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER PARTY FOR: ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE; ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS; OR ANY DIRECT DAMAGES IN EXCESS OF TWENTY THOUSAND DOLLARS (\$20,000.00).

11. Binding on Successors and Assignment. This Agreement shall be binding upon the Parties and each of their respective successors and permitted assigns. This Agreement may not be assigned by a Party without the prior written consent of the other Party.

12. Amendment. This Agreement may only be amended by the written mutual consent of all Parties.

13. Choice of Forum & Law & Payment of Attorney Fees. This Agreement shall be controlled, construed and enforced in accordance with the substantive laws of the State of Georgia, without regard to any laws related to choice or conflicts of laws. Any claim, dispute, or legal proceeding ("**Litigation**") arising out of or in any way related to this Agreement shall be brought in the State or Superior Court of Fayette County, Georgia or in the United States District Court, Northern District of Georgia to the exclusion of all other jurisdictions.

14. Entire Agreement. The exhibits to this Agreement are hereby incorporated into this Agreement by reference. This Agreement embodies the entire agreement between, and the understanding of, the Parties in respect of the subject matter contained in this Agreement. The Parties have not relied upon any promises, representations, warranties, agreements, covenants or undertakings, other than those expressly set forth or referred to in this Agreement. This Agreement supersedes all prior or contemporaneous negotiations, understandings and agreements, whether written or oral, between the Parties with respect to the subject matter contained in this Agreement.

15. Execution. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same Agreement. This Agreement may be signed and then transmitted by facsimile and/or by email in .pdf format, and the effectiveness of such signatures shall be the same as an original copy with manual signatures, and shall be binding on all Parties.

16. Severability. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision were limited or modified, consistent with its general intent, to the extent necessary so that it will be valid, legal and enforceable, or if it is not possible to so limit or modify such invalid, illegal or unenforceable provision, this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein, and all other provisions hereof will be and remain unimpaired and in full force and effect.

17. Survival. Notwithstanding the termination of this Agreement, the provisions that are intended to survive the termination of this Agreement shall survive the termination of this Agreement and remain in full force and effect, including, without limitation, Section 1, Section 4 (final two sentences), Section 5 (final three sentences), Section 6 (final three sentences), and Sections 7 through 17 of this Agreement.

18. Indemnification. To the maximum extent permitted by Georgia law, Manager shall indemnify City for all third-party claims or third-party actions which arise out of Manager's breach of Manager's obligations under this Agreement.

IN WITNESS WHEREOF, the undersigned have made and entered into this Agreement to be effective as of the Effective Date.

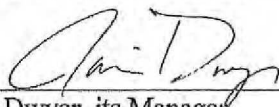
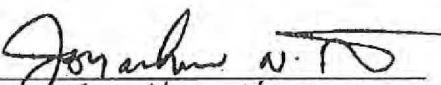
Manager: PTR LLC, a Georgia limited liability company By:  Jamie Dwyer, its Manager Signature Date: <u>Dec 15, 2017</u>	City: City of Peachtree City, a Georgia municipal corporation By:  Name: <u>Jonathan N. Rorie</u> Title: <u>City Manager</u> Signature Date: <u>12/13/2017</u>
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Exhibit A

Services

Ticketing Services

Manage the provision of all ticketing services for all Events.

Concessions Management

Will manage all aspects of the food and beverage program for all Events. This will include:

- Procuring and holding all applicable alcohol licenses for the venue.
- Developing menu, featured items and pricing. We are committed to offering options that consumers want and at an affordable price.
- Procure and manage third party local food vendors options if needed to enhance the guest experience.
- Activation of beverage sales consisting of non-alcoholic and alcoholic drink options as permitted by the venue and local permitting guidelines.
- Staffing of all beverage sales and support staff.
- Working to secure and manage beverage sponsors for the venue.
- Providing required equipment and supplies as needed to run an efficient concessions operation.
- Furnishing detailed sales reports on each event.
- Working to secure and manage beverage sponsors for the venue.

Marketing – Public Relations - Promotions

Will manage all aspects of marketing, public relations and promotions for the customer/venue. This would include content management of venue website, development and management of social media, series and show specific advertising and promotions and activating local and regional public relations campaign. Marketing will include the following:

- Website management
- Development and Management of social media accounts for the venue and event specific calendar invites
- Print advertising in local media
- Street team - venue schedule posters and flyers
- Radio promotion as appropriate based on show
- Outdoor advertising - billboards
- Online advertising - targeted ad campaigns on Facebook, Twitter and other social media platforms
- Eblasts to concert fans - the 3 partners in this venture have a combined mailing list of 350,000
- Cross promotions with venue sponsors, strategic partners, and community groups

- Preparation and distribution on press releases and media advisories to local and regional media

Sponsorship

Will manage the sponsorship for the customer/venue and series events. This will include development of sales materials, fielding all inquiries, solicitation, contracting and fulfillment.

Productions Management

Will oversee the management of administrative services relating to all technical/production needs, including the show advance and day of show production management. Will work in tandem with the on-site manager and local hotel sponsorships to secure talent accommodations, as well as coordinate their transportation. Will work with the customer/venue to develop a short, medium and long-term plan for the concert series programming to assure that the programming remains relevant, compelling and fresh for the existing & potential patrons for the customer/venue. Will identify other community or area demographics that would consider and enjoy the customer/venue and identify programming for those opportunities.

Will manage all aspects of the talent acquisition process. This includes developing a short, medium and long term programming strategy, researching artist, tours and collaborations, crafting and extending offers, advancing shows & providing on site day of show back of house show lead. Will research & negotiate the production services agreements to ensure the customer/venue enjoys the best value for those services.

Venue Management

Will manage all day-to-day operations, will oversee management of the box office operations, financial administration, facility upkeep, event staff and security. Will assist with vendor contracts, communication with the customer/venue and third parties, and all event-related activities.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: Jonathan N. Rorie, City Manager 

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

DATE: January 29, 2018

SUBJECT: Stormwater Maintenance Agreements – Paschall Business Center, Delta Community Credit Union, Prospirian, LLC and Integrity Fusion Products, Inc. February 15, 2018, City Council Meeting

Recommendation:

Staff recommends that City Council Authorize the Mayor to sign the attached stormwater maintenance agreements with Paschall Business Center, Delta Community Credit Union, Prospirian, LLC and Integrity Fusion Products, Inc.

Discussion:

The City's stormwater management ordinance requires that all new developments submit an agreement to the City stating that they will maintain the stormwater best management practices that they install. The agreement does not obligate the City financially or require the City to perform maintenance.

Paschall Business Center, Delta Community Credit Union, Prospirian, LLC and Integrity Fusion Products, Inc. have submitted their agreements to the City and staff recommends signing the agreements in accordance with our ordinance.

Budget Impact:

There is no budget impact with this item.

Record and return to:

Law Firm Name/Address
Paschall Business Center LLC
1100 Commerce Dr. Suite A
Peachtree City, GA 32069

STORMWATER MANAGEMENT FACILITY MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of October, 2017, by and between Paschall Business Center, LLC, a Georgia Limited Liability Company (hereinafter called the "Landowner") and **PEACHTREE CITY, GEORGIA** (hereinafter called the "City").

WITNESSETH, that WHEREAS, the Landowner is the owner of certain real property described as Paschall Business Center, as recorded by deed in the land records of Fayette County, Georgia, Deed Book 4517, Page 652-654 (hereinafter called the "Property");

WHEREAS, the Landowner is proceeding to build on and develop a portion of the property as shown on Exhibit "A";

WHEREAS, the Site Plan/Subdivision Plan known as **Paschall Business Center**," dated 10/05/16 with a final revision date of 01/23/17, and approved by the City on 02/02/17 (hereinafter called the "Plan"), which is expressly made a part hereof, as approved or to be approved by the City, provides for management of stormwater, as indicated, within the confines of the Property;

WHEREAS the City and the Landowner, its successors and assigns, including any office park or industrial park association, agree that the health, safety, and welfare of the residents of Peachtree City, Georgia, require that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater management facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns, including any office park or industrial park association.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

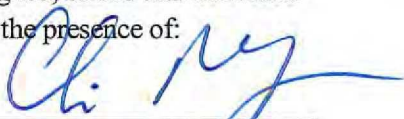
1. The on-site stormwater management facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. The Landowner, its successors and assigns, including any office park or industrial park association, shall adequately maintain the stormwater management facilities. This includes all pipes, channels or other conveyances built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. The Stormwater Structural Control Maintenance Checklists found in the latest edition of the *Georgia Stormwater Management Manual* are to be used to establish what constitutes "good working condition," under this Agreement.
3. The Landowner, its successors and assigns, shall inspect the stormwater management facility and submit an inspection report annually. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report.
4. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities whenever the City deems necessary. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.
5. In the event the Landowner, its successors and assigns, fails to maintain the stormwater management facilities in good working condition acceptable to the City, the City may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. The Landowner shall be given notice of the deficiencies identified in the inspection report so as to take the necessary corrective action. Such corrective action shall be completed within thirty (30) days of the Landowner's receipt of such notice. In the event that the Landowner cannot complete such remedial action within this time period, the Landowner shall provide a schedule for completion,

which scheduled must be approved by the City. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.

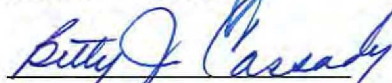
6. The Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed.
7. In the event the City, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) day of receipt thereof for all actual costs incurred by the City hereunder.
8. This agreement imposes no liability of any kind whatsoever on the City and the Landowner agrees to indemnify and hold the City harmless from any liability in the event the stormwater management facilities fail to operate properly.
9. This agreement shall be recorded among the land records of Fayette County, Georgia, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any office park or industrial park association.

WITNESS the following signatures and seals:

Signed, sealed and delivered
in the presence of:



Unofficial Witness



Notary Public

My commission expires: 12/1/2018

Approved as to Form:

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My commission expires: _____

Maintenance Facility Contact Information: (Please print or type)

Parkside Management Group
Name

1100 Commerce Dr.
Address

Peachtree City, GA 30269
City/State/Zip

770-487-4978
Telephone Number

paula@parksidemg.com
E-mail address

770-631-6685
Fax Number

(Seal)
Paschall Business Center LLC (Owner)



Chuck Ogletree
Managing Member



PEACHTREE CITY, GEORGIA

By: _____ (Seal)
Name: _____
Title: _____

Record and return to:

Cinnamon Mack
City of Peachtree City
153 Willowbend Road
Peachtree City, Georgia 30269

STORMWATER MANAGEMENT FACILITY MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this th 29 day of December, 2017, by and between **Delta Employee's Credit Union**, a Georgia resident (hereinafter called the "Landowner") and **PEACHTREE CITY, GEORGIA** (hereinafter called the "City").

WITNESSETH, that WHEREAS, the Landowner is the owner of certain real property described as Parcel Number 0734 052, as recorded by deed in the land records of Fayette County, Georgia, Deed Book 2814, Page 580 (hereinafter called the "Property");

WHEREAS, the Landowner is proceeding to build on and develop a portion of the property as shown on Exhibit "A";

WHEREAS, the Site Plan/Subdivision Plan known as "Delta Community Credit Union Parking Structure," dated December 20, 2017, and approved by the City on 01/19/2018 (hereinafter called the "Plan"), which is expressly made a part hereof, as approved or to be approved by the City, provides for management of stormwater, as indicated, within the confines of the Property;

WHEREAS the City and the Landowner, its successors and assigns, including any office park or industrial park association, agree that the health, safety, and welfare of the residents of Peachtree City, Georgia, require that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater management facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns, including any office park or industrial park association.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. The Landowner, its successors and assigns, including any office park or industrial park association, shall adequately maintain the stormwater management facilities. This includes all pipes, channels or other conveyances built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. The Stormwater Structural Control Maintenance Checklists found in the latest edition of the *Georgia Stormwater Management Manual* are to be used to establish what constitutes "good working condition," under this Agreement.
3. The Landowner, its successors and assigns, shall inspect the stormwater management facility and submit an inspection report annually. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report.
4. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities whenever the City deems necessary. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.
5. In the event the Landowner, its successors and assigns, fails to maintain the stormwater management facilities in good working condition acceptable to the City, the City may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. The Landowner shall be given notice of the deficiencies identified in the inspection report so as to take the necessary corrective action. Such corrective action shall be completed within thirty (30) days of the Landowner's receipt of such notice. In the event that the Landowner cannot complete

such remedial action within this time period, the Landowner shall provide a schedule for completion, which scheduled must be approved by the City. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.

6. The Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed.
7. In the event the City, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) day of receipt thereof for all actual costs incurred by the City hereunder.
8. This agreement imposes no liability of any kind whatsoever on the City and the Landowner agrees to indemnify and hold the City harmless from any liability in the event the stormwater management facilities fail to operate properly.
9. This agreement shall be recorded among the land records of Fayette County, Georgia, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any office park or industrial park association.

WITNESS the following signatures and seals:

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My commission expires: _____



Approved as to Form:

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My commission expires: _____

(Owner) (Seal)

UP CRE
Delta Community Credit Union

PEACHTREE CITY, GEORGIA

By: _____ (Seal)

Name: _____

Title: _____

Maintenance Facility Contact Information: (Please print or type)

Brian Ragan
Name

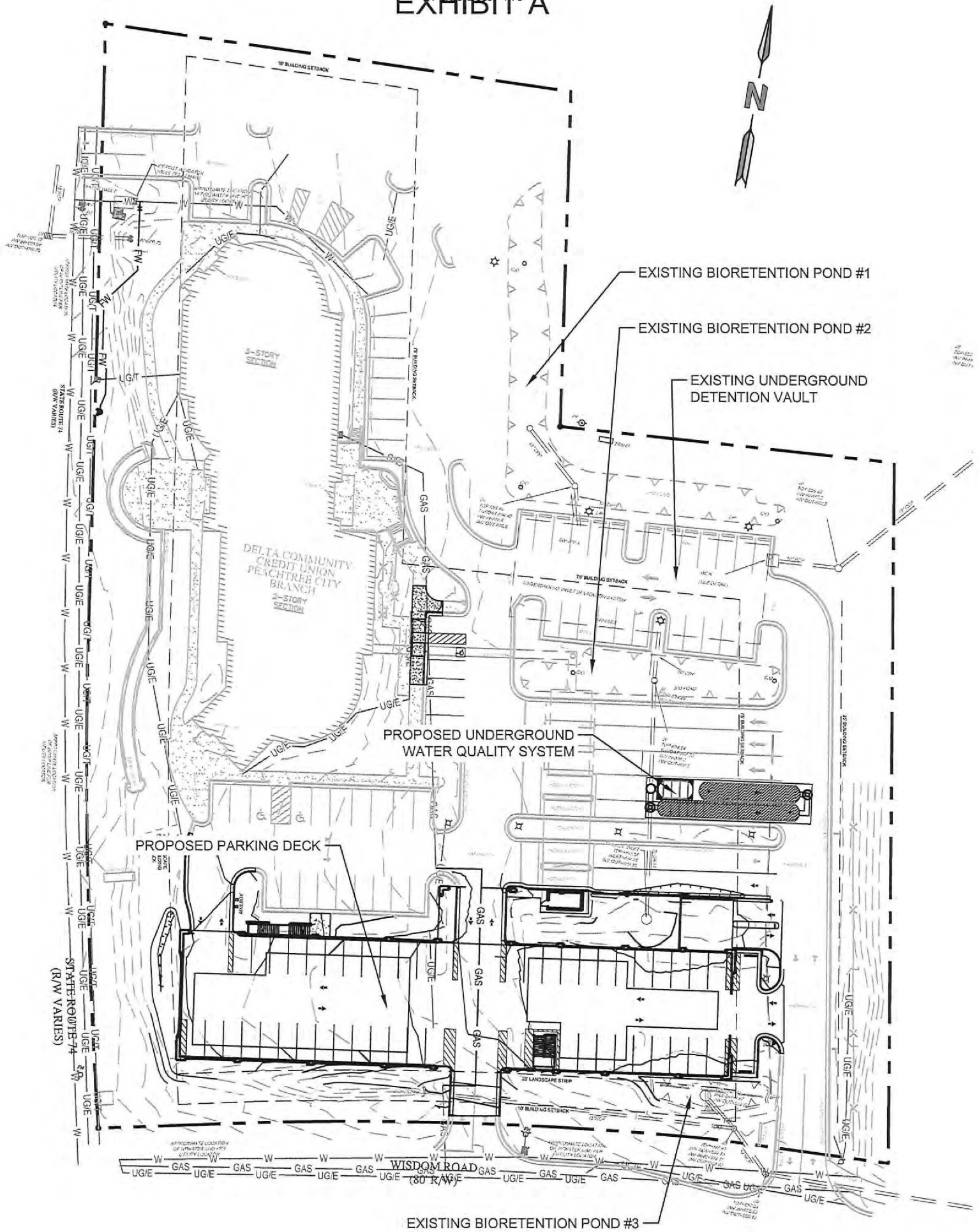
3250 Riverwood Pkwy
Address

Atlanta GA 30339
City/State/Zip

brian.ragan@deltacommunitycu.com
E-mail address

Fax Number

404 677 4681



Record and return to:

Cinnamon Mack
City of Peachtree City
153 Willowbend Road
Peachtree City, Georgia 30269

STORMWATER MANAGEMENT FACILITY MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of November, 2017, by and between **Prospirian, LLC**, a Georgia Limited Liability Company (hereinafter called the "Landowner") and **PEACHTREE CITY, GEORGIA** (hereinafter called the "City").

WITNESSETH, that WHEREAS, the Landowner is the owner of certain real property described as .82 Acres Georgian Park parcel number 0735 052, as recorded by deed in the land records of Fayette County, Georgia, Deed Book 4465, Page 0641 (hereinafter called the "Property");

WHEREAS, the Landowner is proceeding to build on and develop a portion of the property as shown on Exhibit "A";

WHEREAS, the Site Plan/Subdivision Plan known as "Prospirian Medical Office Building," dated 12/14/2016, and approved by the City on 04/13/2017 (hereinafter called the "Plan"), which is expressly made a part hereof, as approved or to be approved by the City, provides for management of stormwater, as indicated, within the confines of the Property;

WHEREAS the City and the Landowner, its successors and assigns, including any office park or industrial park association, agree that the health, safety, and welfare of the residents of Peachtree City, Georgia, require that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater management facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns, including any office park or industrial park association.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

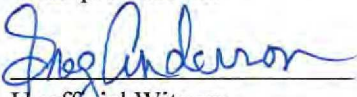
1. The on-site stormwater management facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. The Landowner, its successors and assigns, including any office park or industrial park association, shall adequately maintain the stormwater management facilities. This includes all pipes, channels or other conveyances built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. The stormwater structural Control Maintenance Checklists found in the latest edition of the Georgia stormwater management manual are to be used to establish what "good working condition," under this Agreement.

The Landowner, its successors and assigns, shall inspect the stormwater management facility and submit an inspection report annually. The purpose of the inspection is to assure safe and proper

1. functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report.
2. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities whenever the City deems necessary. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.
3. In the event the Landowner, its successors and assigns, fails to maintain the stormwater management facilities in good working condition acceptable to the City, the City may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. The Landowner shall be given notice of the deficiencies identified in the inspection report so as to take the necessary corrective action. Such corrective action shall be completed within thirty (30) days of the Landowner's receipt of such notice. In the event that the Landowner cannot complete such remedial action within this time period, the Landowner shall provide a schedule for completion, which scheduled must be approved by the City. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.
4. The Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed.
5. In the event the City, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) day of receipt thereof for all actual costs incurred by the City hereunder.
6. This agreement imposes no liability of any kind whatsoever on the City and the Landowner agrees to indemnify and hold the City harmless from any liability in the event the stormwater management facilities fail to operate properly.
7. This agreement shall be recorded among the land records of Fayette County, Georgia, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any office park or industrial park association.

WITNESS the following signatures and seals:

Signed, sealed and delivered
in the presence of:


Unofficial Witness

 (Seal)
(Owner)

Betty J. Cassidy
Notary Public

My commission expires: 12/1/2018



Approved as to Form:

Signed, sealed and delivered
in the presence of:

Doug Anderson
Unofficial Witness

PEACHTREE CITY, GEORGIA

By: _____
Name: _____
Title: _____

(Seal)

Cinnamon M. Mack
Notary Public

My commission expires



Maintenance Facility Contact Information (Please print or type)

PATRICK STAPLES
Name

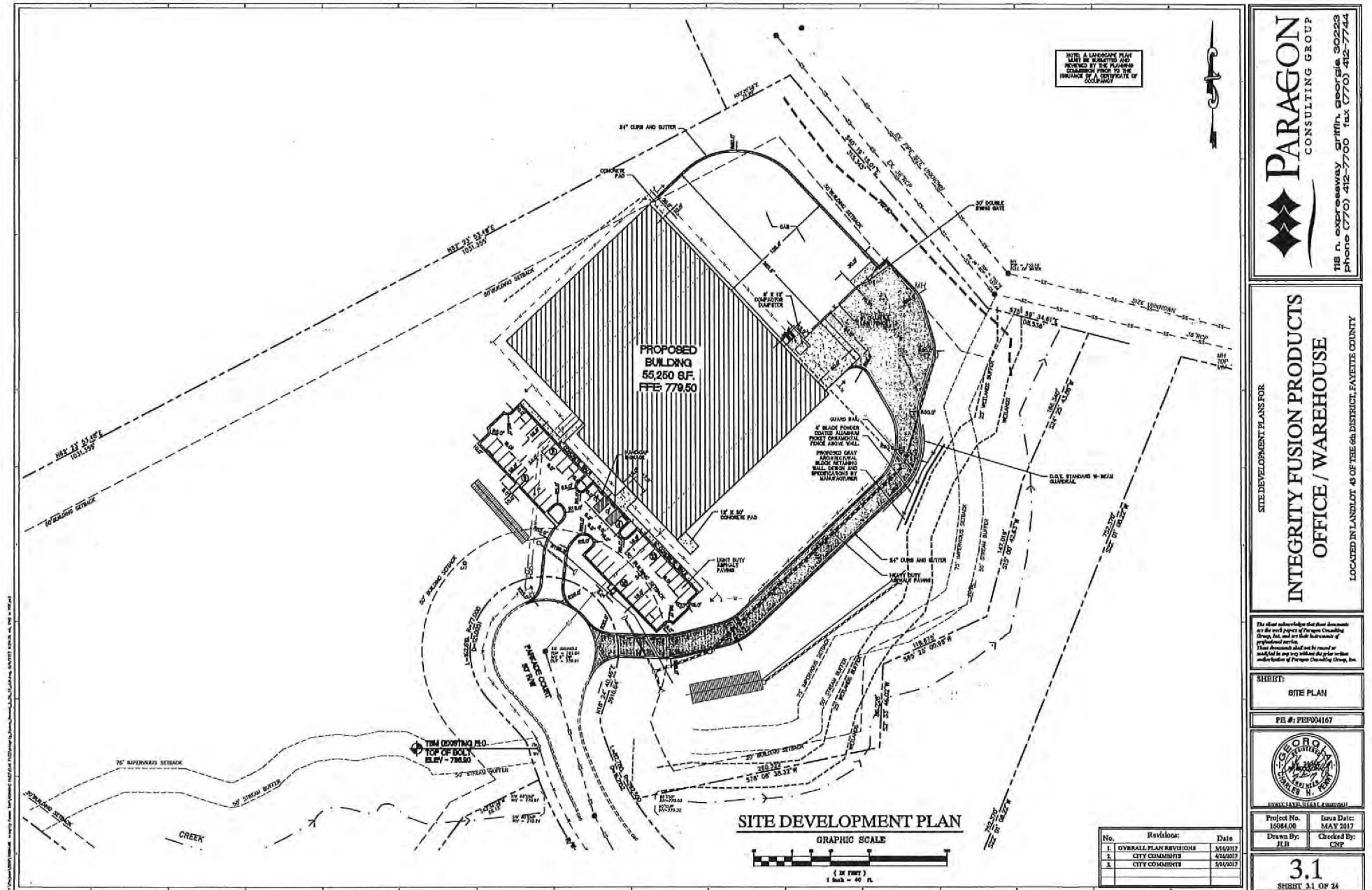
pstaples@phrehab.com
E-mail address

208 CROMWELL DRIVE
Address

PEACHTREE CITY, GA 30269
City/State/Zip

678-266-8146
Telephone Number

Fax Number



Record and return to:
Law Firm Name Address

STORMWATER MANAGEMENT FACILITY MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of November, 2017, by and between Integrity Fusion Products, Inc., a Georgia resident (hereinafter called the "Landowner") and PEACHTREE CITY, GEORGIA (hereinafter called the "City").

WITNESSETH, that WHEREAS, the Landowner is the owner of certain real property described as 270 Parkade Court, as recorded by deed in the land records of Fayette County, Georgia, Deed Book 4563, Page 366-369(hereinafter called the "Property");

WHEREAS, the Landowner is proceeding to build on and develop a portion of the property as shown on Exhibit "A";

WHEREAS, the Site Plan/Subdivision Plan known as "Site Development Plans," dated 5/24/2017 and approved by the City on 6/06/2017 (hereinafter called the "Plan"), which is expressly made a part hereof, as approved or to be approved by the City, provides for management of stormwater, as indicated, within the confines of the Property;

WHEREAS the City and the Landowner, its successors and assigns, including any office park or industrial park association, agree that the health, safety, and welfare of the residents of Peachtree City, Georgia, require that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater management facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns, including any office park or industrial park association.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. The Landowner, its successors and assigns, including any office park or industrial park association, shall adequately maintain the stormwater management facilities. This includes all pipes, channels or other conveyances built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. The Stormwater Structural Control Maintenance Checklists found in the latest edition of the *Georgia Stormwater Management Manual* are to be used to establish what constitutes "good working condition," under this Agreement.
3. The Landowner, its successors and assigns, shall inspect the stormwater management facility and submit an inspection report annually. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report.
4. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities whenever the City deems necessary. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.
5. In the event the Landowner, its successors and assigns, fails to maintain the stormwater management facilities in good working condition acceptable to the City, the City may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. The Landowner shall be given notice of the deficiencies identified in the inspection report so as to take the necessary corrective action. Such corrective action shall be completed within thirty (30) days of the Landowner's receipt of such notice. In the event that the Landowner cannot complete such remedial action within this time period, the Landowner shall provide a schedule for completion, which scheduled must be approved by the City. This provision shall not be

construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.

6. The Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed.
7. In the event the City, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) day of receipt thereof for all actual costs incurred by the City hereunder.
8. This agreement imposes no liability of any kind whatsoever on the City and the Landowner agrees to indemnify and hold the City harmless from any liability in the event the stormwater management facilities fail to operate properly.
9. This agreement shall be recorded among the land records of Fayette County, Georgia, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any office park or industrial park association.

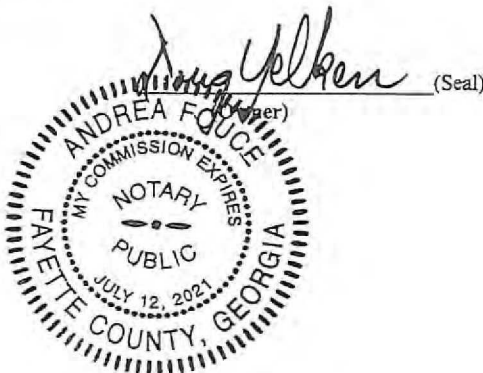
WITNESS the following signatures and seals:

Signed, sealed and delivered
in the presence of:

Courtney G. Jensen
Unofficial Witness

Andrea Fouce
Notary Public

My commission expires: 7/12/21



Approved as to Form:

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My commission expires: _____

PEACHTREE CITY, GEORGIA

By: _____ (Seal)
Name: _____
Title: _____

Maintenance Facility Contact Information: (Please print or type)

Doug Yelken
Name

270 Parkade Ct.
Address

Peachtree City, GA 30269
City State Zip

770-632-7530
Telephone Number

doug@integrityfusion.com
E-mail address

770-632-7540
Fax Number

CITY OF PEACHTREE CITY
INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jonathan N. Rorie, City Manager 

FROM: Paul J. Salvatore, Financial Services Director *P.S.*
Quinn Bledsoe, Recreation & Special Events Director

DATE: February 8, 2018

SUBJECT: Consider quotes for stage lighting package for The Fred
February 15, City Council Meeting

Recommendation

Accept the low quote of \$42,630 from Global Production Services.

Discussion:

The FY 2018 Amphitheater budget includes funding for replacement of the very outdated incandescent stage lighting package at The Fred amphitheater. The new lighting package will include the more modern LED lighting fixtures, which will reduce energy consumption considerably and are rated for long-term outdoor use. The modern lighting fixtures will also enhance the overall look of the stage and make the amphitheater more appealing to both the audience and touring bands we wish to attract. The package will help address current lighting requirements & trends found on touring riders. Quotes for the package came in as follows:

<u>Global Production Services.</u>	<u>\$42,630.00</u>
<u>Appalachian Sound & Lights</u>	<u>\$46,633.66</u>
<u>Palmetto Sound Works</u>	<u>\$57,073.00</u>

Budget Impact

Funds are available in the Amphitheater fund capital budget for this anticipated purchase.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Jonathan Rorie, City Manager 

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

DATE: February 7, 2018

SUBJECT: FY2018 Budget Amendments
February 15, 2018 *City Council Consent Agenda*

Recommendation:

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

Discussion:

Attached are budget amendments 18-10 and 18-11.

Budget amendment 18-10 deals with impact fees. This allocates impact fees for the expansion of the current police department building and the retrofitting of the leased building to be utilized as the Southside Quick Response Fire Station 85.

There are five parts to budget amendment 18-11. 1) Allocate funds from insurance reimbursement (\$25,000) and FEMA/GEMA (\$60,000) to rebuild the Shakerag picnic shelter which was destroyed during hurricane Irma; 2) Carry forward Code Enforcement education and training funds that were budgeted for last fiscal year but the training was postponed until January of this year, as well as, the unexpected replacement of a computer; 3) Allocate ongoing costs of lease and utilities for the new Southside Quick Response Fire Station 85 for the remainder of the fiscal year; 4) Accept and allocate Firehouse Subs Public Safety Foundation donation for the purchase of 1 LUCAS chest compression System; and 5) Accept and allocate funds donated by the CVB for the Drake Field pavilion.

Budget Impact:

The proposed budget amendments will increase both the revenues and the expenditures in the General Fund by \$127,860, the Capital Improvement Fund by \$110,000, and the Impact Fee Fund by \$150,000 amending the Fiscal Year 2018 Budget Resolution.

Attachments
Budget Amendment

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 18-11

DATE 02/15/2018

ACCOUNT	PROJECT	DESCRIPTION	INCREASE	DECREASE
1)				
100-1505-611350		Operating Trans to CIP	85,000	
100-9999-389001		Other Revenue - Insurance reimbursements	25,000	
100-0000-389025		Surplus Carryover	60,000	
335-0000-391200	CIP180000023	Operating Transfer from 100 Shakerag Picnic Shelter	85,000	
335-6110-541300	CIP180000023	Buildings - Shakerag Picnic Shelter	85,000	
2)				
100-7450-523700		Education & Training Code Enf	6,000	
100-7450-531180		Computer Supplies Code Enf	2,300	
100-0000-389025		Surplus Carryover	8,300	
3)				
100-3510-522300		Rentals - Fire	10,500	
100-3510-523200		Communications - Fire	4,200	
100-3510-531230		Electricity - Fire	4,400	
100-3510-531220		Natural Gas - Fire	1,100	
100-3510-523200		Communications - Fire	1,725	
100-0000-389025		Surplus Carryover	21,925	
4)				
100-9999-389000		Other Revenue	12,635	
100-3600-531175		Operating Supplies - EMS	12,635	
5)				
335-6110-371000	PIP15DRKSFLD	Donations	25,000	
335-6110-541400	PIP15DRKSFLD	Infrastructure - Drake Field	25,000	

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

- 1) allocate funds from Insurance Reimbursement and FEMA/GEMA to rebuild Shakerag Picnic Shelter.
- 2) carryforward education and training funds that were scheduled for last fiscal year but the training was postponed until January and purchase new tough book for Code Enforcement.
- 3) fund costs for the remainder of the year for the Southside Quick Response Fire Station 85.
- 4) accept and budget Firehouse Sub donation for LUCAS chest compression system.
- 5) accept and budget CVB donation for Drake Field Pavillion

Entered _____

Approved _____



Firehouse Subs Public Safety Foundation, Inc.

12735 Gran Bay Pkwy., Suite 150, Jacksonville, Florida 32258

MEMO OF UNDERSTANDING- FUNDING AGREEMENT

February 5, 2018

Firehouse Subs Public Safety Foundation Responsibilities

- Firehouse Subs Public Safety Foundation will award a check to **Peachtree City Fire Rescue** for **\$12,634.42** to be used toward the direct purchase of **1 LUCAS chest compression system**.
- **All purchases must match the quantities and equipment approved in the original grant request. Failure to do so will put the grant in jeopardy.**

Peachtree City Fire Rescue Responsibilities

1. To place your order, *please contact Lee Dupree lee.dupree@stryker.com and reference quote #00111748* quoted to Firehouse Subs Public Safety Foundation on 1/30/2018.
2. A check will be remitted to the organization name as stated in this memo of understanding and **must** match the EIN number submitted on the grant request. If there is a change in either information, you must submit a W-9
3. If the mailing address where the check needs to be sent differs from the address on the submitted grant application, please email the Foundation with the correct mailing address
4. Confirm check has been received by emailing Firehouse Subs Public Safety Foundation at procurementfoundation@firehousesubs.com
5. Purchase the approved equipment
6. Verify purchase by providing Firehouse Subs Public Safety Foundation with one of the following:
 - o Copies of paid invoices, verifying your organization's name as the customer and matching the vendor quote(s)
 - o A copy of the cleared check(s), verifying the payee and payment amount matches the vendor quote(s)
7. Provide Firehouse Subs Public Safety Foundation with all **SIGNED** packing slips confirming receipt of equipment
8. In the event that the purchased equipment costs less than the dollar amount awarded, all excess funds must be returned to Firehouse Subs Public Safety Foundation
 - o Please email procurementfoundation@firehousesubs.com with notification of excess funds within 30 days of purchase
 - o Excess funds will need to be returned to Firehouse Subs Public Safety Foundation within 90 days of purchase
9. If purchases exceed funding, **Peachtree City Fire Rescue** is responsible for the additional amount

VERY IMPORTANT: Deadline for submitted documentation is September 1, 2018.

Firehouse Subs Public Safety Foundation

Peachtree City Fire Rescue Representative

Joseph E. O'Connor Jr, Fire Chief
Peachtree City Fire Rescue Representative Name (Print)

Date

2/6/18
Date

Date

2/6/18
Date

Date

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: Jonathan N. Rorie, City Manager

FROM: Michael Warrix, AICP, 
Planning and Development Director

DATE: January 11, 2018

SUBJECT: Consider Adoption of Official Zoning Map and Zoning Ordinance
January 18, 2018 City Council Agenda

Recommendation:

That Council re-adopt the Official Zoning Map and Zoning Ordinance as presented by staff.

Discussion:

The purpose of this agenda item is for Council to officially re-adopt the Peachtree City Zoning Map and Zoning Ordinance. Staff recommends that these documents be presented to the Planning Commission for review and City Council for re-adoption on an annual basis, with the intent of having these documents re-adopted at the first available Council meeting each year.

The Official Zoning Map and Zoning Ordinance have been updated as appropriate to reflect all text amendments, map amendments, and annexations adopted during calendar year 2017. At their January 8, 2018 regular meeting, the Planning Commission voted to forward this agenda item to City Council with a favorable recommendation. A copy of the abbreviated minutes from that meeting is attached.

Copies of the Official Zoning Map and Zoning Ordinance have been available for public inspection at City Hall.

Budget Impacts:

There are no budget impacts associated with this request.

Consider Re-Adoption of Zoning Map and Zoning Ordinance

January 11, 2018

Page 2

ZONING MAP AMENDMENTS-2017

1. The Heritage of Peachtree, 1967 Hwy 54 W (Annexation and Zoning)
CC-Community Commercial (Fayette County) to GR-General Residential
3.50 Acres

ZONING ORDINANCE TEXT AMENDMENTS-2017

1. Temporary Storage Buildings
2. Special Use Permit, GI
3. Special Event Permit

AGENDA

PEACHTREE CITY PLANNING COMMISSION MEETING

January 8, 2018

7:00 P.M.

In attendance: Chairman Frank Destadio, Commissioners Lisa Curtis, Paul Gresham, Jack Bernard and Commission Alternate Michael Link. City Staff in attendance: Mike Warrix, Robin Cailloux, Chandra Wright, Martha Barksdale, and Julie Zilich.

I. Pledge of Allegiance

II. Additions or Deletions

III. Announcements and Reports

IV. Approval of Minutes **Approved with corrections, 4-0**
Planning Commission Meeting December 11, 2017

V. Public Hearings

PH-18-01 Consider annual adoption of City Zoning Map
**Forwarded to City Council with
4-0 recommendation to approve**

VI. Old Agenda Items

VII. New Agenda Items

01-18-01 Façade review, McDonalds (709 Crossings East)
Deferred, 4-0

01-18-02 Conceptual Site Plan and Elevations, Granite Marble (2 Falcon Drive)
Approved with conditions, 4-0

VIII. Workshop Items

None scheduled

NOTE: This agenda may change at any time up to 24 hours prior to the scheduled meeting. To automatically receive notices of future Planning Commission meetings and workshops, please visit the City's website at www.peachtree-city.org and access Online Services.

CITY OF PEACHTREE CITY

STAFF REPORT

TO: Mayor and Council Members

VIA: Jonathan N. Rorie, City Manager 

FROM: Michael Warrix, AICP 
Planning and Development Director

DATE: January 11, 2018

SUBJECT: Rezoning of 6.5-Acres, 279 Senoia Road from Agricultural Reserve (AR) to Limited Use Residential (LUR-17)
January 18, 2018 City Council Meeting

Applicant: Jerry Peterson/ Chadwick Homes
Property Owner: Jacquelyn L. Jones Estate
Land Use - Existing: Single Family Residential (Low Density)
Land Use - Proposed: Single-Family Residential (Cluster)
Future Land Use Map: SFL, Single Family Low Density (1 Acre Lots)

Request

Jerry Peterson, the Applicant, is requesting the rezoning of a 6.5-acre tract on Senoia Road from Agricultural Reserve (AR) to Limited Use Residential (LUR-17). If rezoned, the applicant intends to develop a 16 lot subdivision and associated amenities. According to the Applicant, the proposed development will be similar in density and home styles to the adjacent Saranac subdivision.

Location

The subject property, abutting the corporate limits of the Town of Tyrone, is located at 279 Senoia Road. The 6.5-acre tract is bound to the north by the Town of Tyrone, to the east by the Ardenlee subdivision, to the south by the Saranac subdivision, and to the west by Senoia Road and the Town of Tyrone. The property is currently improved with a single family residential dwelling, two accessory buildings, and a gravel driveway that provides access to Senoia Road. A 1.2-acre pond that exists on the site is being proposed for stormwater detention use and as a focal point for a proposed park/ walking trail amenity. The city's Future Land Use Map designates the subject property for future low density residential use.

Proposed Conceptual Site Plan

The Conceptual Site Plan included as part of the Application proposes a total of 16 lots. The minimum lot size proposed is 4,800 square feet and the average lot size is 5,567 square feet. Gross density of the proposed development is calculated to be 2.46 units per acre.

279 Senoia Road Rezoning Request

Page 2

Senoia Road will provide primary access to the proposed subdivision. The internal street from Senoia Road will be approximately 600 feet in length and constructed to Peachtree City standards. The applicant is proposing to construct a path connecting the development through an existing city-owned greenbelt between the Ardenlee and Saranac subdivisions.

The City Engineer conducted a review of the Conceptual Site Plan submitted as part of the application and provided the following advisory comments:

1. U.S. Army Corps of Engineers regulations prohibit the use of existing ponds for stormwater detention or treatment; and
2. A buffer variance will be required from Georgia EPD for the proposed dock and any improvements within the 25-foot required buffer.

Evaluation Criteria:

Staff visited the subject property and conducted an assessment of the request based on the criteria established in Section 1304(d) of the Peachtree City Zoning Ordinance:

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

The request is not in conformance with the city's Future Land Use Map, which designates the subject property for low density residential use (SFL). While the proposed residential use is consistent with the Future Land Use designation (residential), the proposed density is not. The SFL designation is defined by the city's Comprehensive Plan as "areas are generally considered to have lot sizes greater than one acre. Compatible zoning districts include ER estate residential and R-43 one family residential districts". The rezoning request is proposing an average lot size of lot size of 5,567 square feet, substantially less than recommended by the Comprehensive Plan and Future Land Use Map.

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

Staff finds that the proposed zoning would be generally suitable and consistent with the use and development of adjacent and nearby property. The subject property is bound to the north by a commercial retail center within the Town of Tyrone, to the east by a single-family residential subdivision (Ardenlee), to the south by a single-family residential subdivision (Saranac), and to the west by Senoia Road.

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

Staff finds that the proposed zoning would not adversely affect the existing use and usability of adjoining properties based on the following. The subject property is designated for low density residential use on the city's Future Land Use Map.

279 Senoia Road Rezoning Request

Page 3

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

It is staff's opinion that the subject property may have a reasonable economic use as currently zoned. The subject tract is approximately 6.5-acres in size and zoned Agricultural Reserve (AR), which is considered a "holding" classification for "rural" properties until they are rezoned to another classification. Single-family residential dwellings are permitted uses in the AR district. AR zoning requires a minimum lot size of one (1) acre.

(5) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools;

Staff finds that the use as proposed would not cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools based on the following:

- *With the exception of sewer, all utilities to support the development are currently in place.*
- *The subject tract has direct access to a public street (Senoia Road).*
- *The use as proposed would not be a burden to the school system.*

(6) Whether there are other existing or changing conditions affecting the use and development of the property which give supportive grounds for either approval or disapproval of the zoning proposal.

Staff is of the opinion that no existing or changing conditions are present that would be supportive of either approval or denial of the request.

Planning Commission Action

The Peachtree City Planning Commission conducted a Public Hearing on this request at their December 11, 2017 regular meeting. At that meeting, Commissioners voted 4-0 to recommend denial of the request to Council. A copy of the minutes from the December 11, 2017 meeting are attached.

Recommendation

Staff is of the opinion that the request is not in conformance with the recommendations of the recently adopted Comprehensive Plan and Future Land Use Map. As a result, staff is recommending that the request be denied.

Should Mayor and City Council vote to approve the request, staff recommends the conditions listed below be considered. A draft ordinance incorporating these conditions of approval has been provided for consideration.

279 Senoia Road Rezoning Request

Page 4

1. Development shall take place substantially in conformance with the Conceptual Site Plan submitted as part of the rezoning application. Any substantive change to the plan or conditions of this section shall require a new zoning action. A reduction in the total number of lots would not be considered substantive, but a reduction in the minimum lot size would be considered substantive.
2. The development shall be limited to a total of 16 single-family detached units, each with a minimum floor area of 1,600 square feet.
3. Each lot shall be at least 60 feet wide and contain at least 4,800 square feet.
4. The architectural concept for homes in the proposed development shall be substantially similar to sample elevations provided as part of the rezoning application.
5. The Applicant shall coordinate with city staff in providing a multi-use path connection to the existing path at the Saranac subdivision.
6. Documentation shall be provided from a wetland specialist with the concept plat application, showing that the existing pond can be permitted in accordance with the U.S. Army Corps of Engineers' rules and regulations.
7. A 50-foot-wide greenbelt shall be provided along the frontage of Senoia Road as required by the Land Development Ordinance, and a tree-protection fence along the greenbelt shall be installed prior to the issuance of a Land Disturbance Permit.
8. The location of all floodplains and associated buffers shall be field located and surveyed prior to preparation of the concept plat. No development shall be permitted within these areas.
9. Initial construction activities shall be limited to clearing and grading associated with road, utility and stormwater facilities. No mass clearing or grading shall be permitted on the property.
10. A clearing and grading plan must be submitted for each residential lot prior to issuance of a Land Disturbance Permit. These plans shall be reviewed and approved by city staff to ensure that existing vegetation on each lot is preserved to the greatest extent practicable.
11. The Applicant shall establish deed covenants for the overall subdivision that shall limit rental units to no more than 20 percent of the total number of dwelling units in the subdivision. The covenants shall provide for the strict enforcement of the limit on rental units, and the developer shall establish the administrative structure for that enforcement prior to sale of the first dwelling unit in the subdivision.

**Peachtree City Planning Commission
Meeting Minutes
December 11, 2017
7:00 p.m.**

The Peachtree City Planning Commission met Monday, December 11, 2017, at City Hall. Planning Commission members in attendance were: Chairman Frank Destadio, Jack Bernard, Lisa Ann Curtis, and JT Rabun, as well as Alternate Michael Link. Paul Gresham was absent. Planning and Development Director Mike Warrix, Senior Planner Robin Cailloux, Planning Intern Chandra Wright, IT Support Specialist Julie Zilich, and Recording Secretary Martha Barksdale were also present.

Pledge of Allegiance

Additions or Deletions

None

Announcements and Reports

None

Approval of Minutes

Rabun moved to approve the minutes from the November 13, 2017, Planning Commission meeting. Bernard seconded. Motion carried unanimously.

Public Hearings

PH-17-08 Consider Request to Rezone 279 Senoia Road from AR to LUR (Limited Use Residential)

DeStadio opened the public hearing. Warrix explained that applicant Jerry Peterson represented the estate of Jacquelyn L. Jones and Chadwick Homes. The request, Warrix detailed, was to rezone a 6.5-acre tract on Senoia Road from Agricultural Reserve (AR) to Limited Use Residential (LUR-17) in order to construct a 16-lot residential subdivision. Warrix showed slides that depicted the location of the property and its features, including a pond, an existing single-family home and accessory buildings. He said the property is bounded by the Town of Tyrone to the north, Ardenlee subdivision to the east, Saranac subdivision to the south, and Senoia Road and Town of Tyrone to the west. The City land use plan designates the property's future use as low-density single-family housing, with lots of one acre or larger, Warrix noted. Conceptual drawings of the planned development showed a cart path that would tie into existing cart paths in the subdivisions on the east and south.

Staff had visited the property to assess the request, Warrix explained. He noted that the City Engineer expressed concerns regarding the use of the existing pond for stormwater detention, which he said was prohibited by U.S. Army Corps of Engineers regulations. Another concern of the City Engineer involved the proposed dock as well as trail improvements that involved moving dirt within 25 feet of the pond, which would require a variance from the Georgia Environmental Protection Division, Warrix related. He went on to say the Planning Staff review was based on the comprehensive plan and the future land use plan, which designates that area for low-density residential use. Since the proposal before the Commission did not call for that use, Warrix said Staff recommended the Planning Commission not recommend approval to the Mayor and Council. He then asked Peterson to present his proposal to the Commission.

Peterson described the project and said the land was zoned AR, which he described as a holding category until its final use was established. Peterson added that there was 580 feet of frontage on

Senoia Road. He said to the south was a city-owned greenbelt, then Saranac, a subdivision with 60-foot wide lots, the same as he was proposing for his development. To the east, Peterson related, was a 25-foot city-owned greenbelt, then the Ardenlee subdivision, with 70- to 80-foot wide lots. To the north and west, he reiterated, was the Town of Tyrone, with a small commercial subdivision to the north, and Senoia Road, the railroad and a commercial district across the road to the west. Peterson said the house currently on the property had been vacant for some time and was being dismantled, with some materials used in another dwelling. Peterson noted that the site was lower than Saranac and sloped to the pond. He said the south side of the site was flat.

Peterson noted that 16 lots were planned, with about half of the property dedicated to the half-acre pond and greenspace, which would be the subdivision's main feature. The lots would be 60 feet wide and use about three acres of the property, he said, and the single street would be 600 feet long. The buffer on Senoia Road would be at least 50 feet, and to the south, they would add 20 feet to the existing 40-foot greenbelt, Peterson noted. Peterson said there would be a small park to the east that adjoins the existing greenbelt, and would continue around the pond. He said the trees would provide a buffer to the commercial area in Tyrone and would also provide a nice-looking gateway to motorists entering Peachtree City from Tyrone. Existing soft trails around the pond would be left untouched, Peterson remarked, and that they would like to construct an arbor and a gazebo. An asphalt path would be built to connect to the existing Ardenlee and Saranac cart paths, he said. Home designs would be one- and two-story 'farmhouse style', Peterson said, of about 2,000 to 2,200 square feet.

Peterson said he felt the LUR zoning would be reasonable use for this property and keep out commercial development, which residents of the area would not want. He added that engineering problems, such as options for stormwater detention, could be worked out.

John Williamson, president of the Saranac Homeowners Association, said he was in favor of the development. He added he hoped the pond would be allowed for stormwater detention, but had concerns about tree cutting when the cart path was built. He also said they would like for homes to be no taller than those in Saranac, which were mostly two-story. No one else spoke in favor or in opposition to the proposal. DeStadio closed the public hearing.

Bernard asked about the history of low-density designation for this area, and Warrix replied that it had been shown as low-density use on older maps. Warrix said it was in compliance with the step-down in density aspect of the City's comprehensive land use plan, which calls for increasingly lower density development as distance from the City center increases. He noted that there are some lots in this proposal that are only 4,800 square feet, making the average lot size for the development 5,567 square feet. Warrix noted that Saranac has 23 lots with an average size of 8,800 square feet.

Rabun asked if there was an immediate need to change the zoning tonight since AR was described as a holding category. Warrix said no, but that the LUR designation was site-specific, and that it would be difficult to make changes to an LUR zoning once it was enacted as an ordinance.

DeStadio asked if the road would be public or private, and Peterson told him it would have to be a public road. Warrix said the City doesn't have private roads. DeStadio asked if the cart path was well-planned. Peterson said the greenbelt would be 45 feet wide and the paved path would meander around existing trees. Peterson noted this location was the only spot where it could connect to an existing path, and he was certain there was enough room to work around the trees. DeStadio asked where a detention pond could be installed if necessary. Peterson pointed to another spot on the property and said there were other ways to deal with drainage.

DeStadio noted this was a great residential area, but had concerns about going against the comprehensive plan, which took much effort to complete and reflected what citizens wanted. He said this proposal went against the step-down concept, and Peterson asked to address that. Peterson noted that he felt this corner of the City had been ignored. He pointed out that just north of this property is a commercial area, but DeStadio pointed out that the commercial area was not in Peachtree City. Peterson noted that half the property would not be used for homes. Bernard asked if the applicant would consider developing six lots instead of 16, and Peterson replied that that was not feasible, considering the price of the land. DeStadio noted that a 2,220 square foot home on a 4,800 square foot lot could be considered high-density. Peterson said he wouldn't consider it high-density, adding that cluster might be a more applicable term.

Bernard moved that the Commission accept the recommendation of Staff not to approve this rezoning because it did not meet the definition of low-density and should recommend denial to Mayor and Council. Rabun seconded. Motion carried unanimously. Warrix clarified that this would be on the January 18, 2018, City Council agenda.

Old Agenda Items

11-17-02 Consider Landscape Plan, Golf Rider (112 Huddleston Road)

DeStadio noted that all Commission members had visited the site. He introduced landscape architect Warren Elwell, who represented Golf Rider. DeStadio told Elwell he was impressed by the choice of plants for the landscaping, but the Commission had reservations because most of the plantings were at the back of the property, and it would be better to move some plants along Huddleston Road. DeStadio said no more plants would be required, only that low-growing plants be moved to the front of the property. Elwell said no trees were planned for the front entrance because there were major utilities along Huddleston Road. DeStadio said no trees were needed there, just low-growing bushes. Elwell agreed that could be done.

Curtis moved to approve the landscape plan as shown, with enhancements to the entrance using existing plants on the schedule. Bernard seconded. Motion carried unanimously.

New Agenda Items

12-17-01 Consider greenbelt request, Everton Phase 8 (MacDuff Parkway)

Cailloux explained the area in question was north of current construction, near Creekside. She showed photographs of the site and described the location of the property in question. Per ordinance, the greenbelt cannot be disturbed, she noted, but said this situation is unique because this is a new road and the greenbelt area was cleared when the road was being built. She said the developer requested to reduce the grade so the homes in that area would be more on same level of the street as other homes.

Mike Haponski of Ridge Planning and Engineering explained that they built the road to comply with national standards set by American Association of State Highway and Transportation Officials (ASHTO) as well as to City standards for the cart path. He said they had cleared 77% of what would be the greenbelt during the road construction. There were few trees left to preserve, he noted, and they intended to re-plant along the entire length of the road. Haponski showed photos of the top of the hill and said the topography required building a wall or cutting down the hill, which is what they preferred and were requesting.

Cailloux said all preliminary plats state that applicant is required to re-landscape because it was known this would be necessary. She showed photos of the greenbelt plantings along previous phases and pointed out that developers had planted a hardwood tree every 40 to 60 feet, along with a hedge, a

REQUEST FOR ZONING
RESIDENTIAL NEIGHBORHOOD
6.5 ACRES ON SENOIA ROAD
PEACHTREE CITY, GEORGIA



NOVEMBER 2017





REZONING APPLICATION

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

Office Use Only

PC Date ____/____/____
CC Date ____/____/____
Case # _____

LOCATION	Address <u>279 SENDIA RD.</u>	ZONING & LAND USE	Zoning <u>AR</u> Existing <u>LUR</u> Proposed
	Parcel #(s): <u>0735017</u>		Land Use Map Category <u>SFL</u> Existing <u>SFC</u> Proposed
APPLICANT	Site in which Village: ☐ Aberdeen ☐ Braelinn ☐ Glenloch ☒ Kedron ☐ Wilksmoor ☐ Industrial	OWNER	Property Size: <u>283,445</u> Square Feet <u>6.5</u> Acres
	Name <u>JERRY PETERSON</u> Address <u>616 WINGSPREAD</u> City, State, Zip <u>PEACHTREE CITY GA 30269</u> Phone # <u>770 487 9124</u> Email <u>jpeterstonplan@aol.com</u>		Name <u>CHADWICK HOMES</u> Address <u>PO BOX 3590</u> City, State, Zip <u>PEACHTREE CITY GA 30269</u> Phone # <u>770 487 2432</u> Email <u>chad@chadwickhomesinc.com</u>

IMPACTED AREAS	Sq ft Acres		ADJACENT ZONING & LAND USE	Please record all surrounding property within 200ft of site			
	Disturbed Area	<u>154,166</u> Square Feet <u>3.54</u> Acres		Total acres ± Impacted acres	<u>54.4</u> %	North	<u>C-1 TYRONE</u> Zoning <u>OFFICE</u> Land Use
	Impervious Area	<u>87,120</u> Square Feet <u>2.00</u> Acres		<u>30.7</u> %	East	<u>GP-4</u> <u>SFC</u>	
	Open Space & Greenbelts	<u>120,225</u> Square Feet <u>2.76</u> Acres		<u>42.4</u> %	South	<u>LUR.</u> <u>SFC</u>	
				West	<u>C-1 TYRONE</u>		

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
	<u>SENDIA ROAD</u>	<u>1</u>	<u>80'</u>	<u>24'</u>	<u>2</u>	<u>Y</u>			
	Estimated traffic generated by heavy vehicles:								
	Types of vehicles(s): <u>NA</u> (vehicles other than automobiles and light trucks - Delivery, Waste, Equipment trucks, etc) ADT: _____								

FIRE INFORMATION	Automatic Fire Sprinklers: ☐ Yes ☒ No, why? <u>RESIDENTIAL</u>	Briefly describe daily operations: (A separate detailed report may be required) <u>SINGLE FAMILY RESIDENTIAL</u>	
	Automatic Fire Alarm: ☐ Yes ☒ No, why? <u>RESIDENTIAL</u>		
	# of Fire Hydrants: <u>0</u> Existing <u>2</u> Proposed		
	Hazardous Material On Site? (If yes, describe type and method of storage to the right:)	☐ Yes ☒ No	Material(s): <u>NA</u>

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 to accurately prepare reports or other documentation. By signing below, I hereby certify that the above listed information and the accompanying materials as requested are accurate.

Applicant Signature: [Signature] Date: 11/15/2017
Property Owner Signature: [Signature] Date: 11/15/2017



REZONING APPLICATION

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

Fee: \$750 + \$50/acre

Receipt # _____

Date Filed ____ / ____ / ____

Case # _____

Office Use Only

Address of Property seeking rezoning: 279 SENCRA RD, PEACHTREE CITY GA 30269

Main point of contact: JERRY PETERSON, AGENT

Email and phone number: jpeter@peachtreecityga.com

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

SUBMITTAL REQUIREMENTS:

Does your packet and plans comply with or show the following?		YES	NO
Fees: One (1) check for application fees as identified by city council. Checks should be made payable to the City of Peachtree City.		☒	☐
Electronic Copy: Submit one (1) compact disc with all above referenced material in electronic format (.pdf or .doc) labeled with project name.		☒	☐
Rezoning Application: One (1) copy of the rezoning application must be fully completed and signed by the property owner or duly authorized agent.		☒	☐
Boundary Survey: One (1) copy of each property included in the rezoning application, prepared by a certified land surveyor or licensed civil engineer. The plans should be clearly and accurately drawn to include:			
Address, boundaries, distances, date, north arrow, and (1" = 100' or less) scale of the plan.		☒	☐
The seal of the engineer, surveyor or landscape architect who prepared the survey.		☒	☐
Existing lot lines, easements, and rights-of-way, including area in acres or square feet, and abutting land uses or zoning district categories.		☒	☐
Geographic parcel identification number (GPIN) or Property tax number.		☒	☐
Property Deeds: One (1) copy of the Property Deed(s) for property or properties		☐	☒
Legal Description: One (1) paper copy of the full legal description of the boundaries of the property or properties on which the rezoning is sought.		☒	☐
Utilities and Services Letters: One (1) copy of each letter from the utility and service providers indicating that their services can support development at the proposed zoning intensity.		☒	☐
Schematic Land Use Plan: depicts land areas within the overall development, including proposed land uses, buffers, open space, building setbacks and density. This is required for requests to rezone to site-specific zoning districts.		☒	☐
Written Narrative: is a description of how the proposal relates to the relevant chapters of the comprehensive plan and should address several elements. (See Attached)		☒	☐
Supporting Documents: All rezoning requests must include a Written Narrative. Requests to rezone to site-specific zoning districts may wish to also include the following items:			
<i>Architectural Program:</i> identifies the proposed architectural design, building materials and other aesthetic components of the overall development.		☒	☐
<i>Streetscape and Landscape Plan:</i> demonstrates the streetscape and landscape concepts intended to be implemented within the proposed development.		☒	☐
<i>Master Sign Program:</i> include a description of proposed wall, monument, and directional signs, including location and design.		☒	☐
<i>Phasing Plan:</i> identifies the order in which development, public facilities, improvements, and amenities will be provided, constructed, dedicated, or reserved.		☒	☐
<i>Community Facilities and Infrastructure Plan:</i> identifies the impact on community facilities, infrastructure and utilities, and how the applicant will address these issues. Include parks and recreation facilities, police and fire protection services, roadway capacity impacts, and utilities.		☒	☐

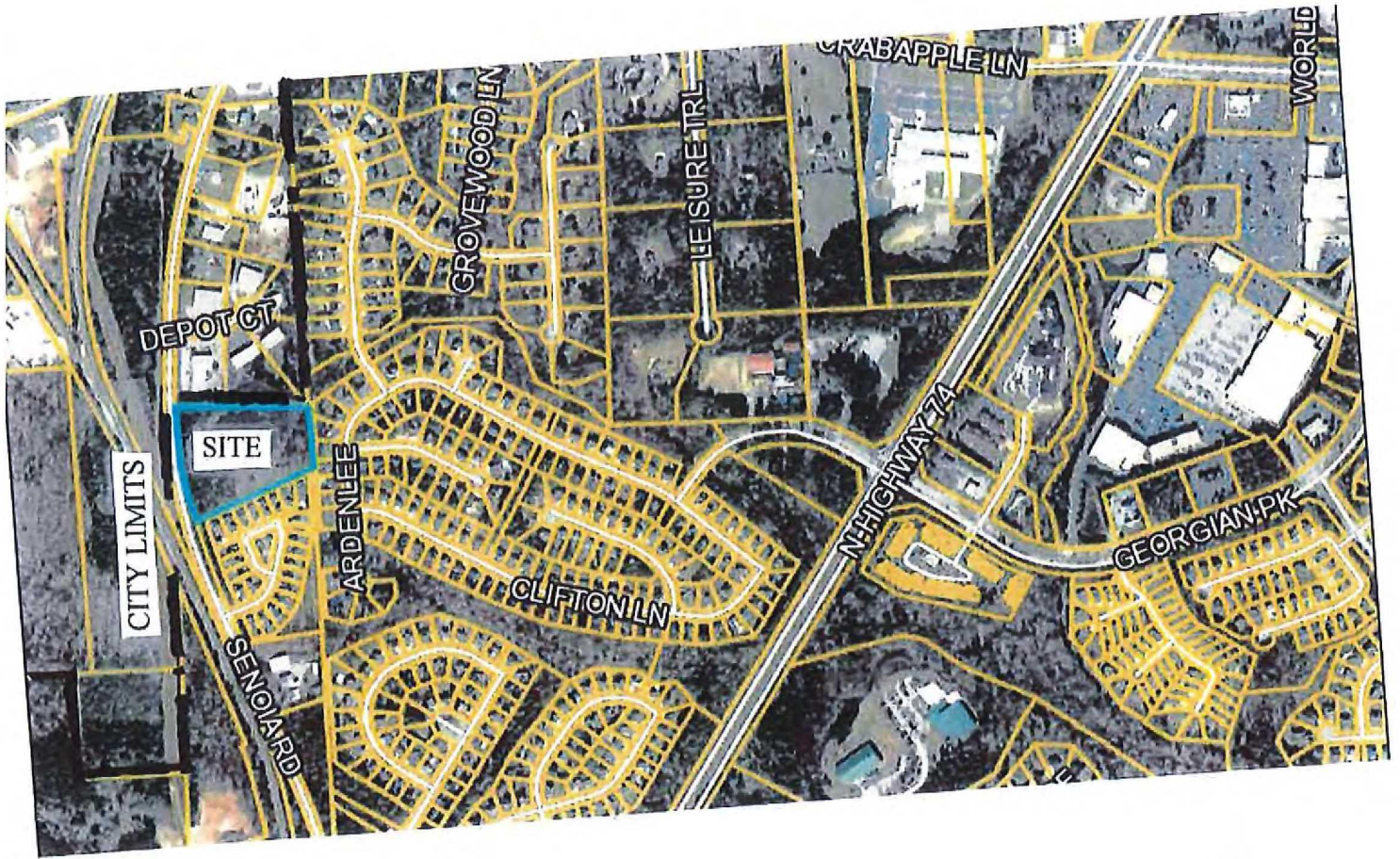
The Planning Commission meets regularly on the second Monday of each month.
You will be notified when the date of the rezoning public hearing will be held.

INTRODUCTION

This is a request to zone 6.5 acres on Senoia Road at the northern city limits of Peachtree City for a single family neighborhood. The property is still zoned AR the holding category and is bounded on the west by Senoia Road, on the south by Saranac neighborhood, the east by Ardenlee neighborhood, and on the north by the Tyrone Town Limits with a commercial neighborhood.

The property is fairly level with a 1.2 acre pond which will have park around three sides creating an amenity for the neighborhood. This provides about 4 acres of the 6 acres as open space. A trail system will connect to the existing City paths just to the south and have internal trails around the pond.





LOCATION MAP





AIR PHOTO



GRID NORTH



GEORGIA WEST ZONE
(GSPS SOLUTIONS INC. REFERENCE NETWORK)

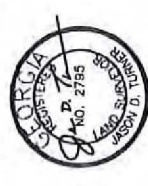
LEGEND:
TYP = TYPICAL FOUND
OTF = OPEN TOP PIPE
CTP = CRIMP TOP PIPE
H/W = HOLE IN WALL
R/W = RIGHT-OF-WAY
D.W. = DRAINAGE
D.B. = DEAD BUSH
H.W. = HEADWALL
COP = CONCRETE PIPE
COP = CONCRETE PIPE
PP = POWER POLE
GA = GROUND ANCHOR
O.P. = OVERHEAD POWER LINE
T.P. = TELEPHONE POLE
O.P. = OVERHEAD TELEPHONE LINE

REFERENCE PLAT:
PLAT PREPARED BY WILSON O. KIRK, GEORGIA REGISTERED LAND SURVEYOR
NO. 1051, FOR HAROLD N. & JACQUELYN JONES DATED NOV. 30, 1972.

SURVEYORS CERTIFICATION

This plat is a representation of an existing parcel or parcels of land and does not constitute or create a new parcel or parcels of land. It is the responsibility of the owner of the land to ensure that the plat is a true and accurate representation of the land. The plat is not to be used for any purpose other than the purpose for which it was prepared. The plat is not to be used for any purpose other than the purpose for which it was prepared. The plat is not to be used for any purpose other than the purpose for which it was prepared.

JASON D. TURNER, O.E. # 2795
07-10-17
DATE



GRAPHIC SCALE - FEET
0 100 200 300

TURNER & ASSOCIATES LAND SURVEYORS, P.C.
10 SHACK HUNTER RD., SHARPSBURG, GEORGIA 30287
TEL: (770) 633-3300 FAX: (770) 633-3301
JASON D. TURNER, GEORGIA REGISTERED LAND SURVEYOR NO. 2795

RETRACEMENT SURVEY FOR:

CHADWICK HOMES, INC.

LOCATED IN LAND LOT 15E, 3RD LAND DISTRICT
PACETTE COUNTY, GEORGIA, CITY OF PACETTE CITY

SCALE: 1" = 100' PLAT DATE: 7-10-17
REVISED: 10-31-17

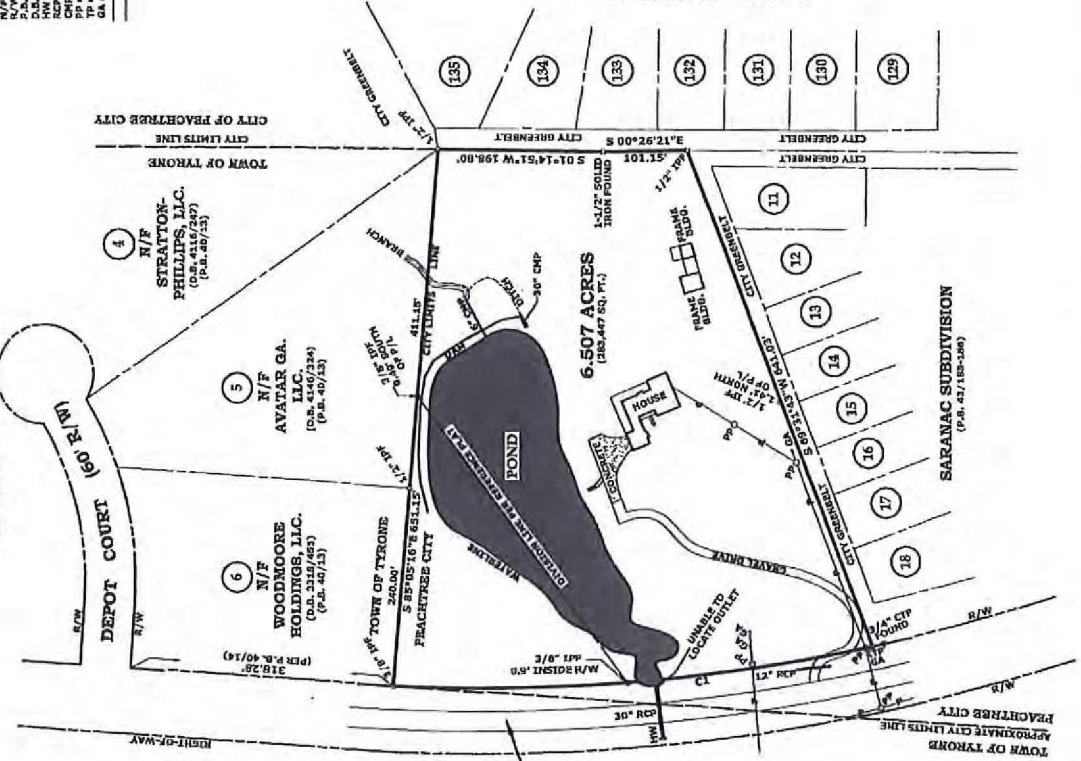
DATES OF FIELD WORK: 08-28-17, 09-25-17, 07-10-17
DRAWING #: 17027-N

NOTES:
1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT AND ACCURATE TITLE REPORT, EASEMENTS AND OTHER ENCUMBRANCES OF RECORD MAY EXIST BUT MAY NOT BE SHOWN HEREON. THIS PLAT IS SUBJECT TO ANY FINDINGS THAT A TITLE REPORT MAY DISCLOSE.
2. CITY LIMITS OF PACETTE CITY AND TOWN LIMITS OF TYRONE ARE TAKEN FROM THE 2010 OFFICIAL MAPS OF PACETTE COUNTY, GEORGIA. CITY AND TOWN LIMITS ARE SHOWN TO THE SOUTHWEST OF CITY & TOWN LIMITS LINES.

AS PER F.I.L.M. RECORD MAPS FOR PACETTE COUNTY, GEORGIA, MAP NO. 13113C0886E, EFFECTIVE DATE: SEPT. 26, 2009. THIS PROPERTY DOES NOT APPEAR TO BE LOCATED IN A FINANCIALLY DISMEMBERED FLOOD HAZARD ZONE.

ANGULAR AND LINEAR MEASUREMENTS WERE TAKEN USING A TOTAL STATION. BASE OF ELEVATIONS WAS NORTH ORIENTATION. ELEVATIONS WERE TAKEN USING A TOPCON HIRER EX GPS NETWORK ROVER UTILIZING THE GSPS SOLUTIONS, INC. REFERENCE NETWORK.

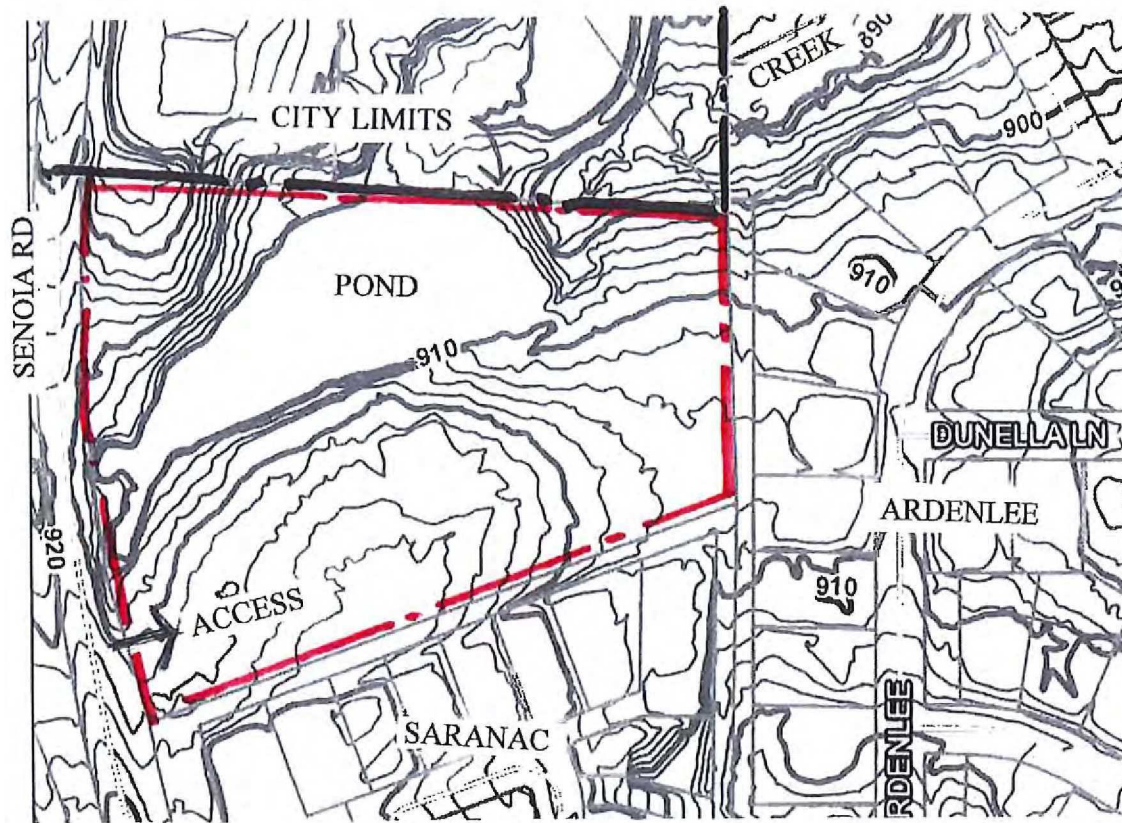
TYRONE STATION SUBDIVISION
PHASE TWO
(P.B. 40/13-14)



OLD STATE ROUTE NO. 74
(A.K.A. SENOIA ROAD) (80' R/W)
(24' PAVEMENT)

Curve	Radius	Length	Chord	Chord Beav.
C1	2274.94'	859.17'	851.37'	N 04°26'15" W

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.



TOPOGRAPHY



SUMMARY

CONTACT INFORMATION:

Owner:
 Chad Floyd
 Chadwick Homes
 PO Box 3590
 Peachtree City
 Georgia 30269

Agent:
 Jerry Peterson AIA
 Peterson Planning
 616 Wingspread
 Peachtree City
 Georgia 30269

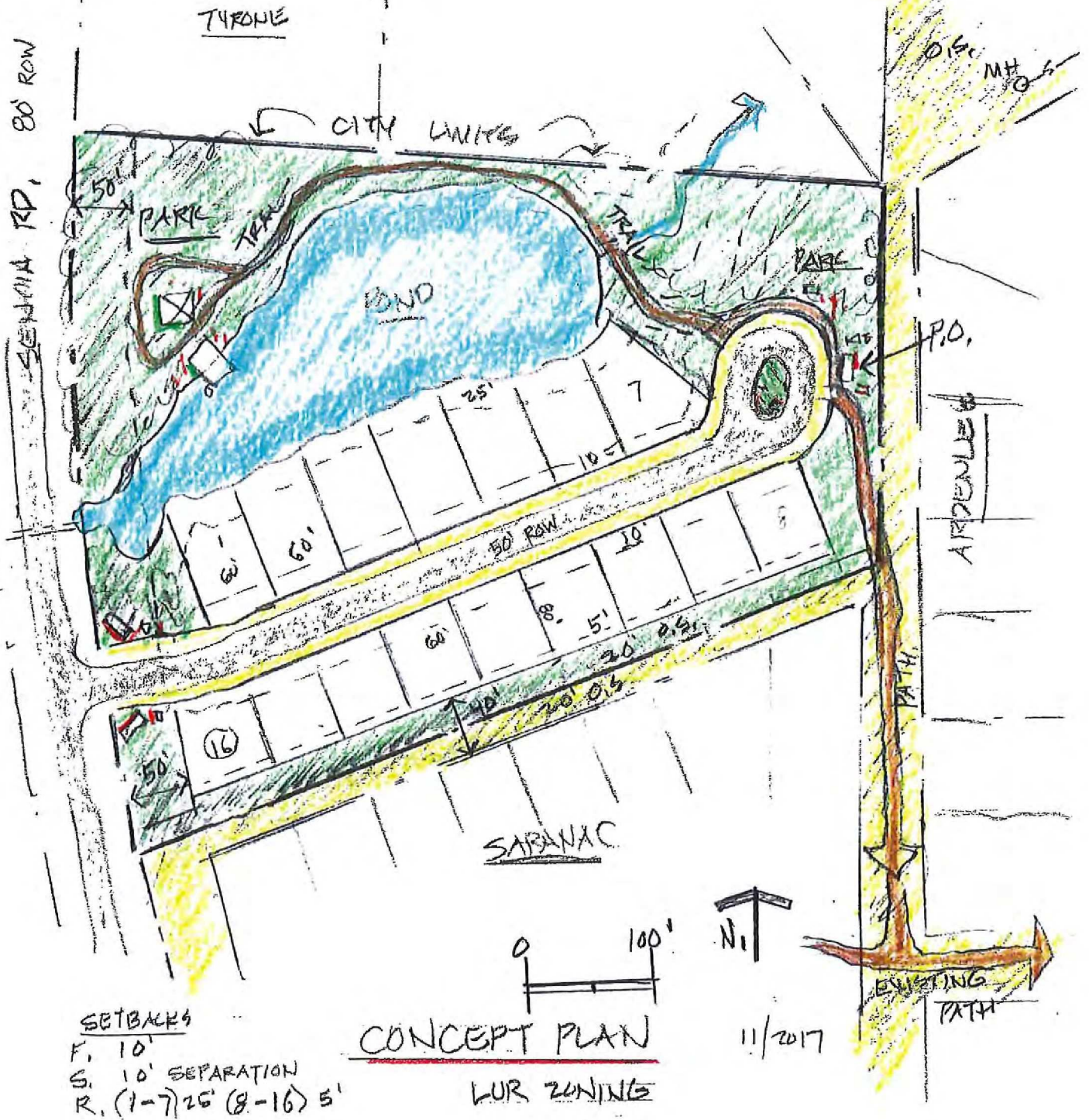
PROPERTY INFORMATION:

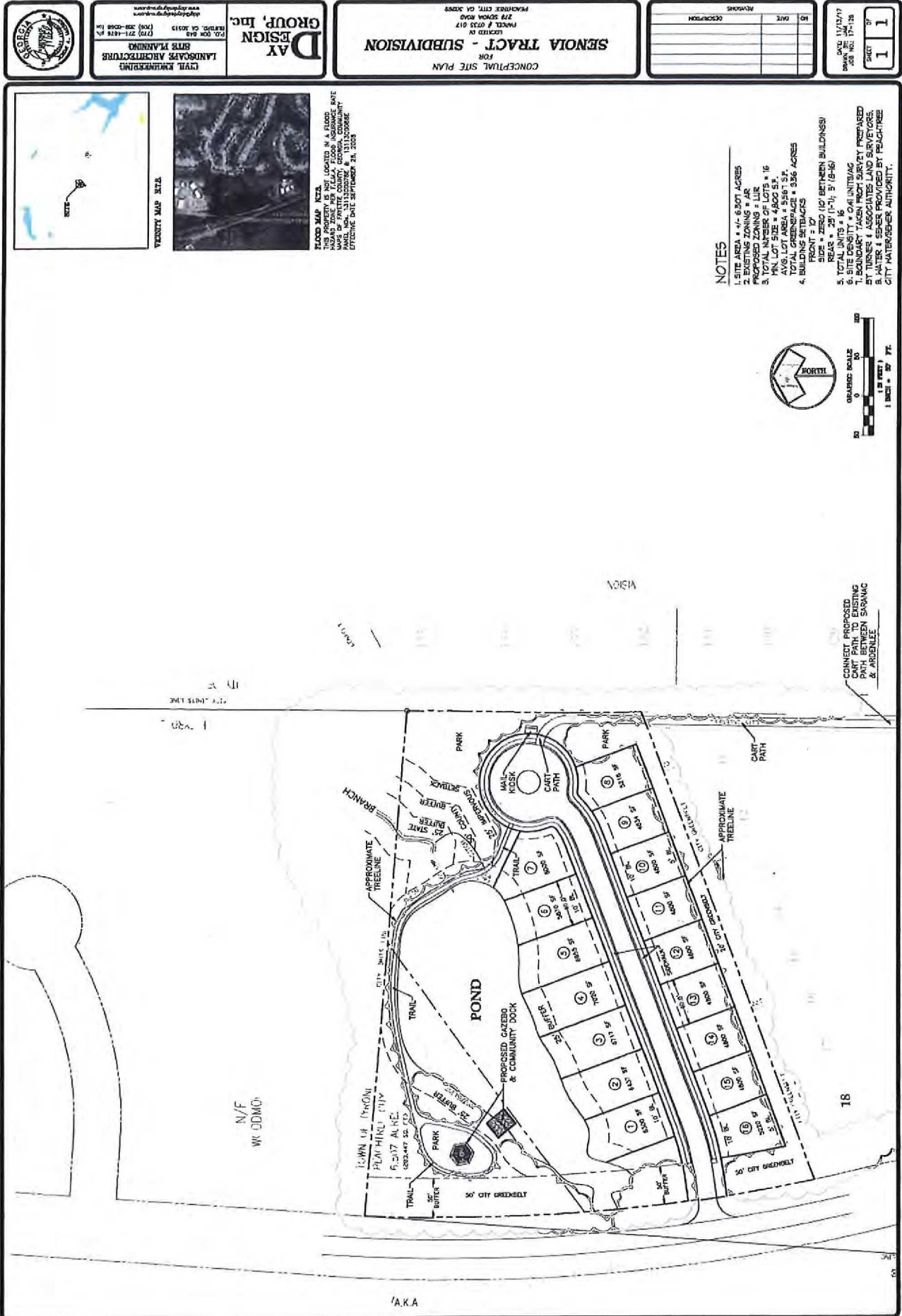
	<u>Current Zoning</u>	<u>Current Land Use</u>	<u>Proposed Zoning</u>	<u>Proposed Land Use</u>
6.5 Acres	AR	SFL	LUR	SFC

PROPOSED PLAN:

The proposed plan is to develop 16 lots that are 60' wide, which is the same with as Saranac to the south, and 100' deep. Chadwick Homes also developed and built the homes in Saranac. The Concept Plan illustrates an entry from Senoia Road about where the old existing entry is located. The proposed residential street is about 600' long with a park at the end. There is also a park around the other three sides of the pond with a trail to access a neighborhood amenity such as a dock or gazebo overlooking the pond.

The proposed homes will include one and two level plans of 1,600 square foot to about 3,000 square foot. The anticipated value will be in the \$400,000 to \$500,000 range. The homes will be similar in design character as those in Saranac. It is anticipated that the existing pond will provide storm water detention for the project. Proposed LUR building setbacks include 10' front, 10' separation for sides, and the rear setback for lots 1- 7 on the pond of 25' while the lots 8-16 adjacent to the 20' greenbelt on the south will be 5' from the greenbelt. This 20' greenbelt adds to the 20' Saranac greenbelt for a total of 40' greenbelt between the two neighborhoods.





NARRATIVE

LAND USE:

This is a 6.5 acre site with about 4 acres of open space including the pond which becomes an amenity feature of the neighborhood with a park on three sides. There will be a nature trail by the pond with pond features such as dock or gazebo on the north side of pond. The park continues to the end of the 600' street which is where the mail boxes will be located.

The Concept Plan illustrates 16 lots about 60' wide and 100' deep, which is similar to the lot sizes in Saranac. The proposed homes will be a variety of one and two story with sizes ranging from 1,600 square foot to 3,000 square foot and similar in design to the homes in Saranac which Chadwick also built. There is park land next to Ardenlee which is the existing neighborhood to the east. The lots in Ardenlee are about 70' to 80' wide. There is commercial land in Tyrone to the north, but is buffered by the proposed park and pond on the north side of the parcel.

There will be a 50' natural buffer along Senoia Road and required buffers around the pond and creek. About 300' of path will be built in the open space going south to link to existing City wide path system. The neighborhood will be built in one phase. 16 homes will provide about 10 elementary students and 6 high and middle school students. This size of neighborhood should have very small impact on the school system.

The existing AR zoning has no reasonable economic use while continuing with the proposed residential use similar to that to the south and east is a good transition to the commercial to the north in Tyrone.

COMMUNITY DESIGN:

The best use for the last small parcel of undeveloped land in the northwest corner of Peachtree City is to continue residential similar to the existing surroundings. This parcel can use the pond and proposed park as the edge/entry of the City and provide a good buffer to the existing commercial in Tyrone. The proposal is to use the existing pond for storm water control and detention. The pond and surrounding park becomes the main feature of this neighborhood. There is a buffer on the small creek as it leaves the pond and flows east in open space through Ardenlee. Because the past activities on the land included a house, barn and associated structures most of the largest trees are around the pond in land that is proposed for a park. The topography of the south part of the property is relatively level and appropriate for homes. The proposed buffer along Senoia Road will screen the road and close by railroad, and along with proposed pond and park will form an entry to the City.

There will be a community association to assure long term quality. The street and open space will be deeded to the City as is typical.

ECONOMIC DEVELOPMENT:

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

Fair Market Value:

Single family homes	16 homes x \$450,000 avg. = \$7,200,000 value
Fair Market Value	\$7,200,000 x 40% assessed = \$2,880,000

Property Tax:

Peachtree City: $\$2,880,000 \times 7.065 \text{ mills} = \$20,347$

Fayette County Schools 21.110 mills = \$60,796

Fayette County 5.127 mills = \$14,756

Total: \$95,899

Peachtree City Impact Fee: 16 lots x \$4,233.78 = \$67,740

FIRE AND RESCUE:

Station 84 is 1 mile to the north via Crabapple Lane. Station 81 is 4 miles to the south via Georgia Highway 74. The new station proposed for McDuff Parkway will be a half mile just over the new bridge over the railroad. Response time should be similar to other properties in the area.

UTILITIES:

Water for the 16 homes will be provided by Fayette County Water System. Sewer will be provided by Peachtree City WASA. Sewer is available in existing open space about 100' to the north east of the property.

TRANSPORTATION:

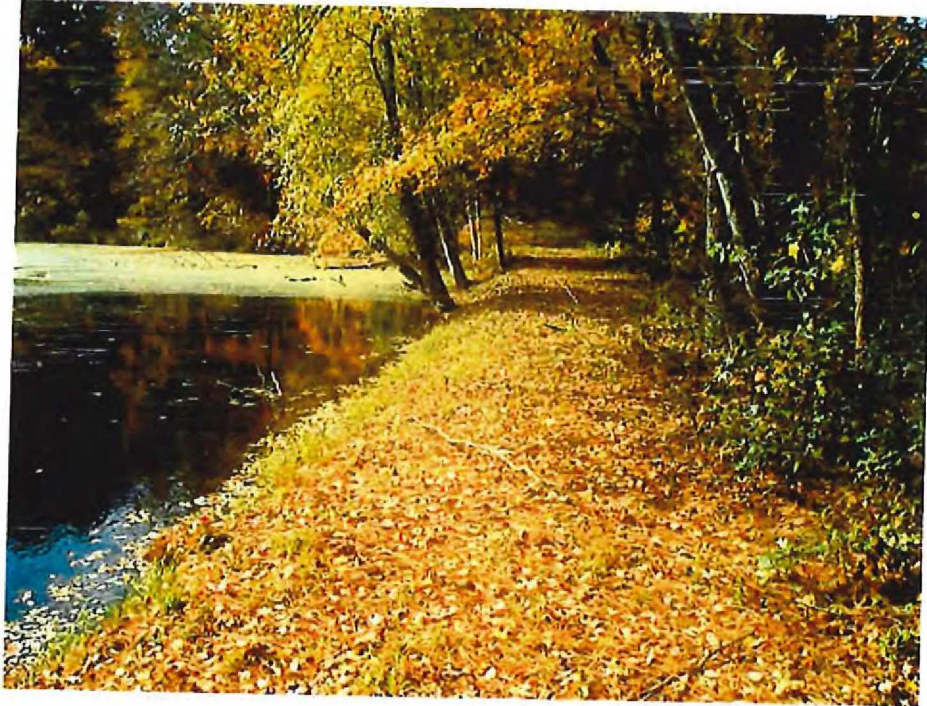
16 homes will result in about an average of 10 trips/day/home or 160 daily trips. This will have a minor impact on Senoia Road which is a collector road. There will also be a path connection to the City wide path system which has an underpass at Highway 74 which connects to all the City. There will also be on site nature trails by the pond.



SENOIA ROAD
(PROPOSED ENTRY ON RIGHT)



POND DAM



PATH AROUND POND

L E G A L D E S C R I P T I O N

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING LOCATED IN LAND LOT 155 OF THE 7th LAND DISTRICT OF FAYETTE, COUNTY, GEORGIA; WITHIN THE CITY LIMITS OF PEACHTREE CITY; ALL AS WILL APPEAR ON A PLAT ENTITLED "RETRACEMENT SURVEY FOR: CHADWICK HOMES, INC.", DATED JULY 10, 2017; LAST REVISED OCTOBER 31, 2017; AS PREPARED BY JASON D. TURNER, GEORGIA REGISTERED LAND SURVEYOR NO. 2795 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY OF DEPOT STREET (60-FOOT RIGHT-OF-WAY) AND THE EASTERLY RIGHT-OF-WAY OF OLD STATE ROUTE NO. 74 (A.K.A. SENOIA ROAD) (80-FOOT RIGHT-OF-WAY) AND FROM SAID POINT OF BEGINNING RUN IN A SOUTHERLY DIRECTION ALONG THE EASTERLY RIGHT-OF-WAY OF OLD STATE ROUTE NO. 74 FOR A DISTANCE OF 318.28 FEET TO A 3/8" IRON PIN FOUND AND THE TRUE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED;

THENCE South 85 degrees 05 minutes 16 seconds East for a distance of 651.15 feet leaving said right-of-way to a 1/2" iron pin found;

THENCE South 01 degrees 14 minutes 51 seconds West for a distance of 198.80 feet to a 1-1/2" solid iron found;

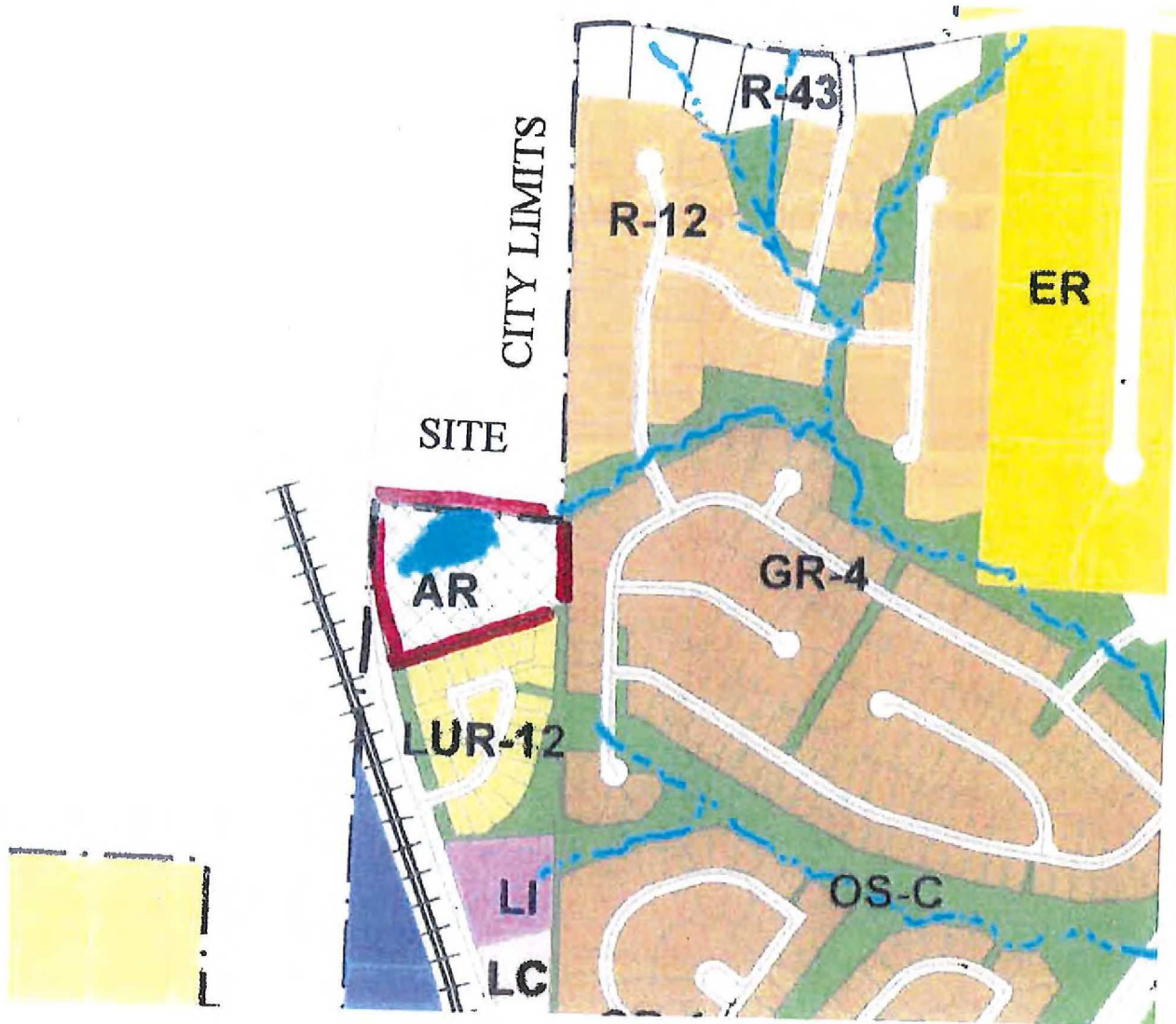
THENCE South 00 degrees 26 minutes 21 seconds East for a distance of 101.15 feet to a 1/2" iron pin found;

THENCE South 69 degrees 31 minutes 43 seconds West for a distance of 641.03 feet to a 3/4" crimp top pipe found at the easterly right-of-way of Old State Route No. 74;

THENCE along a curve to the right having a radius of 2274.94 feet and an arc length of 583.17 feet, being subtended by a chord of North 04 degrees 24 minutes 15 seconds West for a distance of 581.57 feet along said right-of-way to a 3/8" iron pin found and THE TRUE POINT OF BEGINNING.

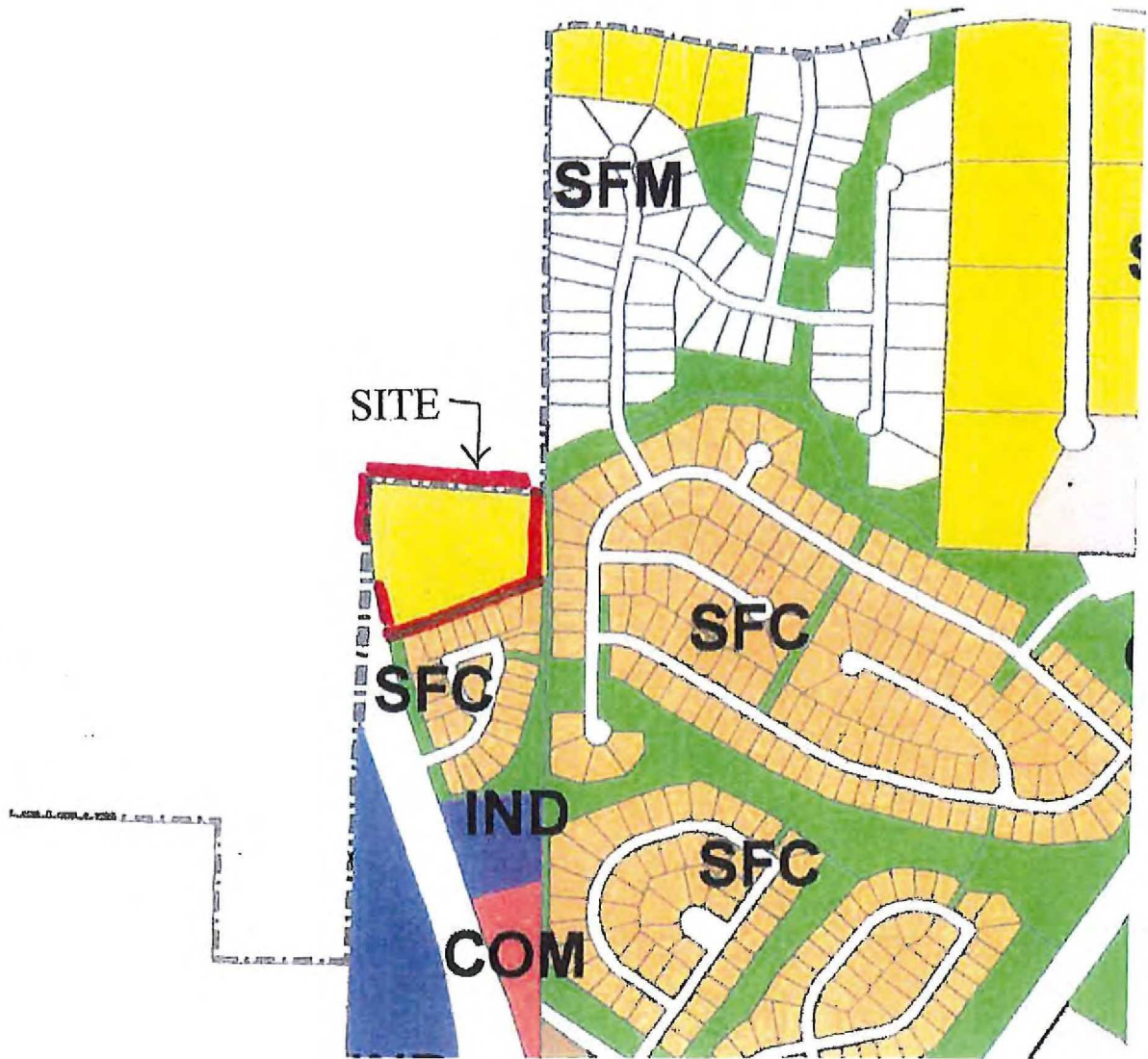
Together with and subject to covenants, easements, and restrictions of record.

Said property contains 6.507 acres more or less.



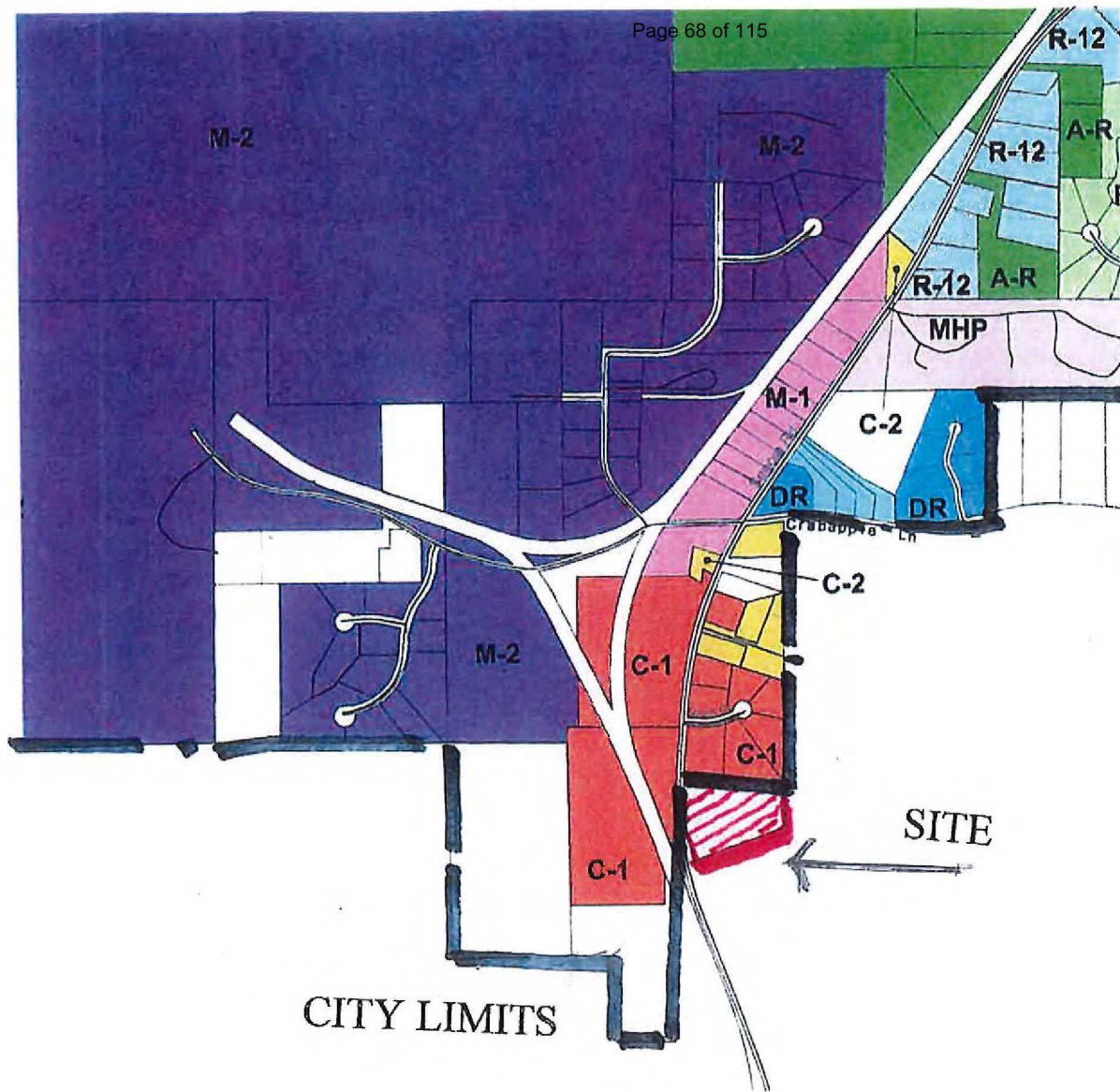
PEACHTREE CITY ZONING MAP





PEACHTREE CITY LAND USE MAP





TYRONE ZONING MAP



IMAGE
HOMES



IMAGE
HOMES

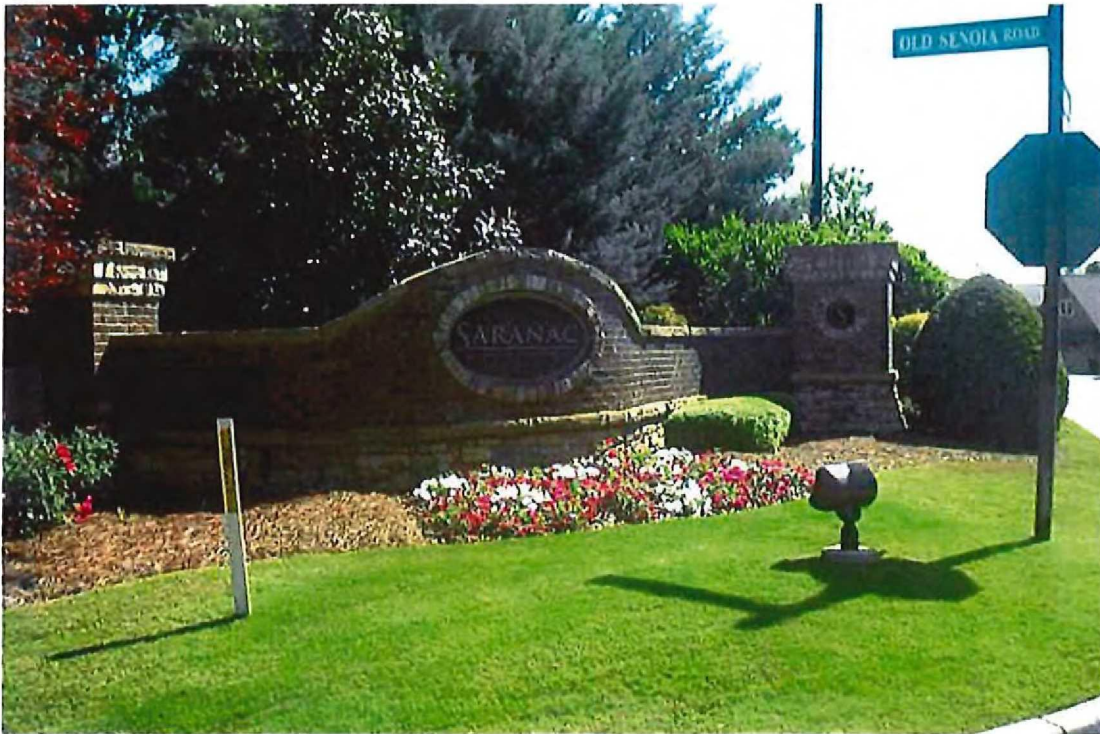


IMAGE
Entry Signage

APPENDIX



November 16, 2017

Chad Floyd
Chadwick Homes
150 Greencastle Rd.
Tyrone, GA 30290

RE: Sanitary Sewer Capacity and Availability – Jones Property Senoia Rd. @ Saranac

Dear Mr. Floyd,

Presently there is adequate capacity in the Authority's Wastewater Treatment Plants for the proposed project, and the property is adjacent to an existing 8" gravity line. The extension of the existing line to the property will be required to serve the site.

If you have any question please feel free to call.

Sincerely,

Nathan B. Brooks

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

This letter is intended to give support for the rezoning of the property adjacent to Saranac Park. As a resident of Saranac we are in total support and agreement for the rezoning of the property adjacent to Saranac of farmhouse plans.

We much prefer residential development to any kind of commercial development in this area. This developer, Chadwick Homes, has been consumer oriented in his approach to housing. He has done a superb job in making Saranac a well manicured and well thought out residential area.

We have lived in Peachtree City since 1995 and are in support of a well planned urban community with priority given to residential housing and less emphasis on commercial development.

Cindy and William Kilpatrick

1018 Saranac Park

Peachtree City, Ga 30269

November 15, 2017

SUBMITTAL REQUIREMENTS

PROPERTY DEEDS:

Chadwick Homes has the property under contract. The current owner's deed is not available.



FAYETTE COUNTY BOARD OF EDUCATION

11/20

Joseph C. Barrow, Jr., Ed.D.
Superintendent

210 Stonewall Avenue West
P.O. Box 879
Fayetteville, Georgia 30214-0879
Phone: 770-460-3535
Fax: 770-460-8192

Board Members
Barry Marchman, Ph.D., Chair
Diane Basham, Vice Chair
Brian Anderson
Scott Hollowell
Leonard Presberg

"Where Excellence Counts"

November 17, 2017

To Whom It May Concern,

As of today, and based on the current school district maps, the property located at 279 Senoia Road, Peachtree City, GA 30269, is zoned for Crabapple Lane Elementary, J.C. Booth Middle and McIntosh High.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Kaye Sikes", is written over a horizontal line.

Kaye Sikes
Administrative Assistant to
Joseph C. Barrow, Jr., Ed.D.
Superintendent

LC
11/21

IN THE PROBATE COURT OF FAYETTE COUNTY
STATE OF GEORGIA

IN RE: ESTATE OF

JACQUELYN LOUISE JONES,
DECEASED

ESTATE NO. 16-13300

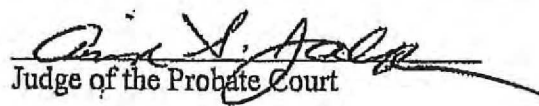
LETTERS TESTAMENTARY

[Relieved of Filing Returns]

At a regular term of Probate Court, the Last Will and Testament dated **OCTOBER 9, 2013** of the above-named Decedent, who was domiciled in this County at the time of his or her death or was domiciled in another state but owned property in this County at the time of his or her death, was legally proven in Solemn Form to be the Decedent's Will and was admitted to record by order, and it was further ordered that **STEVEN ALLEN JONES** and **BRIAN KELLY JONES**, named as Successor Co-Executor in said Will, be allowed to qualify, and that upon so doing, Letters Testamentary be issued to such Co-Executors.

THEREFORE, the Co-Executors, having taken the oath of office and complied with all necessary prerequisites of the law, are legally authorized to discharge all the duties and exercise all powers of Co-Executors under the Will of said Decedent, according to the Decedent's Will and the law.

Given under my hand and official seal, the 9th day of June, 2017.


Judge of the Probate Court

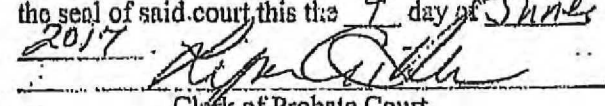
NOTE: The following must be signed if the
Judge does not sign the original of
this document:

Issued by:

Clerk of the Probate Court

Certificate of Copy
STATE OF GEORGIA
COUNTY OF FAYETTE

This document consisting of 1 pages is hereby certified to be a true copy of the original document on file in the Probate Court of Fayette County, Ga. These letters remain in full force and effect. In testimony whereof, I have set my hand and affixed the seal of said court this 9 day of June, 2017.



Clerk of Probate Court
Fayette County, Ga.

Eff. July 2016

City of Peachtree City
151 Willowbend Road
Peachtree City
Georgia 30269

November 20, 2017

RE: 6.5 acre zoning Senoia Road

City of Peachtree City,

I'm the owner of the 6.5 acres on Senoia Road just north of Saranac neighborhood. I acknowledge that Chadwick Homes is submitting a zoning request for the property, and I support this request for residential zoning. This is a good use for our property, and I hope the zoning is successful.

Thank you,

Steven Allen Jones
Steven Allen Jones 11/20/2017

Brian Kelly Jones
B-Kelly Jones 11/20/2017

ADDENDUM
6.5 Acre on Senoia Road
Zoning From AR to LUR
December 2017

Peachtree City Planning Commission and Staff had concerns regarding the Land Use Plan that is part of the 2017 Comprehensive Plan Update. This concern included the Land Use Plan indication of SFL (one acre lots) as opposed to the SFC (cluster) requested in the application. It also included mention "step down zoning" and applying it to all City Limits.

1. **Land Use Plan.** There have been lots of changes over time in this area and this small parcel has never been updated. These changes include the zoning and development of Ardenlee, Sagamore, Belvedere, Wilksmoor and most recently Saranac. As the attached plans and charts illustrate all the neighborhoods around this site have been developed at about the same density and lot size as is being proposed. The adjacent neighborhoods to the south and east are both SFC land use and LUR and GR-4 zoning. The land to the north and west is in Tyrone and zoned and being used as Commercial. This commercial is part of a very large commercial and industrial area in Tyrone. The proposed Concept Plan illustrates about half the 6.5 acre site preserved in its natural condition as a buffer for all the PTC residential to the existing commercial.

One acre lots are no longer feasible for the 6.5 acre parcel next to a commercial area and across from the railroad. A plan utilizing the useable 3 acres with a private driveway would probably produce two lots on septic tanks. The price of these lots and an appropriate home for this price lots would not sell if anyone would ever build them. Therefore this 6.5 acre site should be indicated as SFC on the Land Use Plan as are the adjacent lands. Also if the property remains as AR zoning the allowable agricultural uses include some that the neighbors probably would not like.

2. **"Step Down".** To clarify the "step down" zoning the 2017 Plan refers to the 1985 plan and sets goals including protection of ponds/drainage and that the highest density is close to commercial areas. The attached plan from the 1985 plan illustrates the "step down" concept. The intent shown on this plan is to step down towards the east and northeast City border to relate to the lower densities outside the City in those areas and a lack of sewer on the east of the Robinson Road ridge. The Highway 74/Senoia Road corridor is high density, commercial and industrial along its length.

Therefore the step down zoning idea does not apply to this area of the City and should not indicate one acre residential lots. The idea of step down density has not been used in Wilksmoor Village, Wynnmeade, Planterra, or the Industrial Park. All along the west City Limits. The commercial to the north although in Tyrone is a busy commercial area and does not warrant one acre lots next door.

Peachtree City Comprehensive Plan Update 2017

Community Goals & Policies

Peachtree City is a master planned community. The Land Use Plan adopted by the City in 1985 still creates the framework for much of the planning policy that guides growth in the City. The following Goals and Policies have their roots in the 1985 document, with only modest revisions during subsequent plans updated in 1992, 2008 and 2013. The community was presented with the most recent iteration of the City's goals and policies at the community public meeting during the Comprehensive Plan Update. Feedback received during this process has led to some minor revisions- generally to reflect the accomplishments that have been achieved or policies that have become less relevant with the passage of time. Overall, citizens indicated that many of these Goals and Policies were still relevant for guiding growth in their community through the next 5 years of this Comprehensive Plan Update.

Natural Resources

- Protect lakes, wetlands, major streams and minor drainage systems by preserving these areas in permanent open spaces.
- Protect the quality of water in the lakes and streams and prevent periodic flooding by developing storm water management ordinances that reduce runoff by the least environmentally damaging method.
- Encourage the preservation of existing trees through ordinances and incentives. Continue enforcing the landscape ordinance requiring tree replacement plantings.
- Continue to support the efforts of Keep Peachtree City Beautiful and encourage waste reduction at government offices and private businesses.
- Continue to enforce all State, County, and Federal laws regarding watershed protection, wetlands, and floodplain management. Continue to update city ordinances as new regulations are put in place.

Natural Resources Goal

...

*Protect environmentally
sensitive land and
enhance the City's
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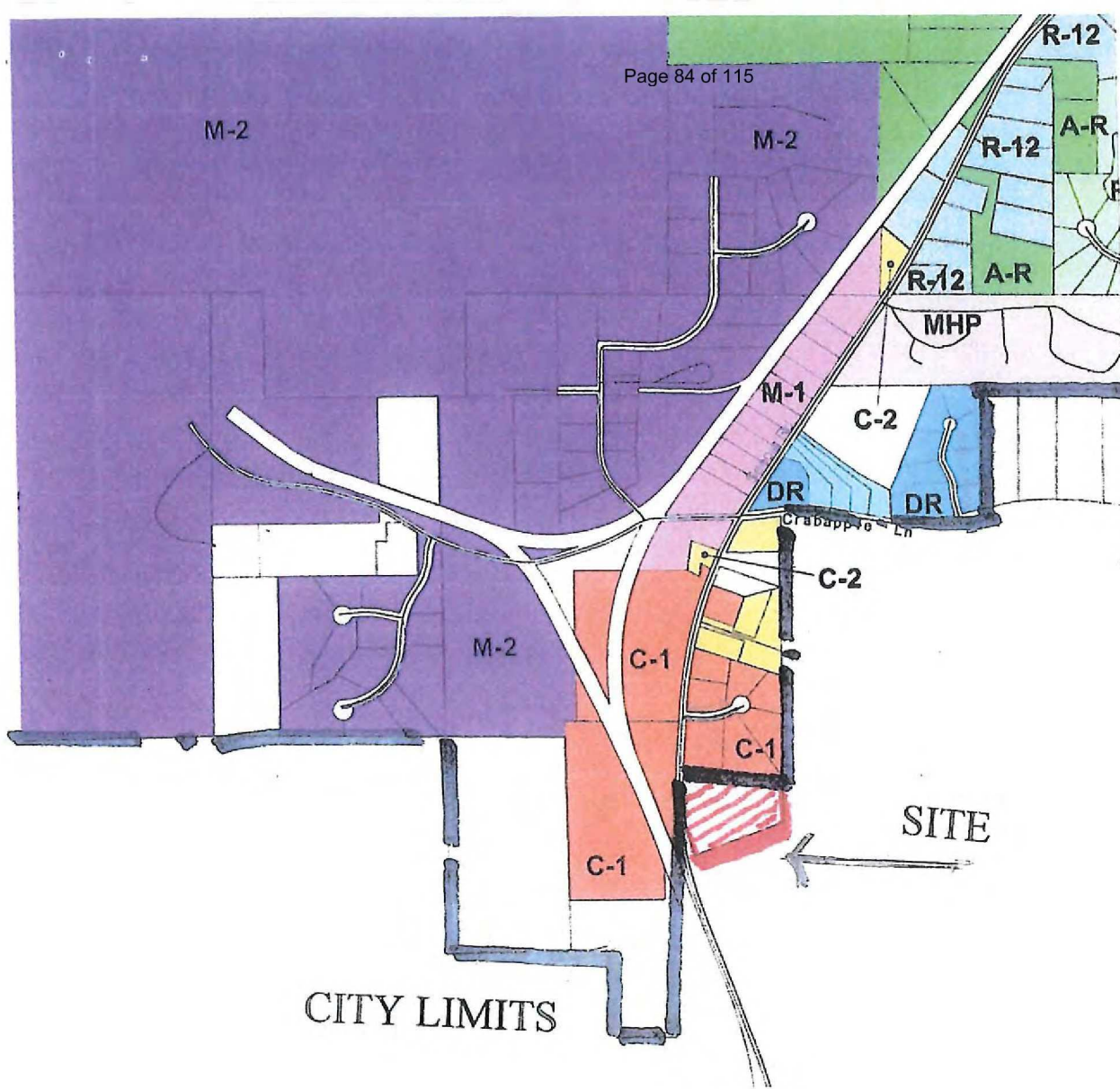
Housing Policies

- Create a sense of neighborhood by developing separate and identifiable subdivisions surrounded by open spaces and appropriate landscape buffers.
- Offset dense residential developments with greenbelts and parks. These greenbelts should be more than what is required in single-family developments.
- Utilize the “step down” practice in which there is a regression from a higher density close to the village center to lower density farther away from the center.
- Ensure that adequate infrastructure is in place including transportation links, water and sewer, police, fire, and multi-use path connections.
- Promote the availability of senior living accommodations in order to keep up with changing demographics.

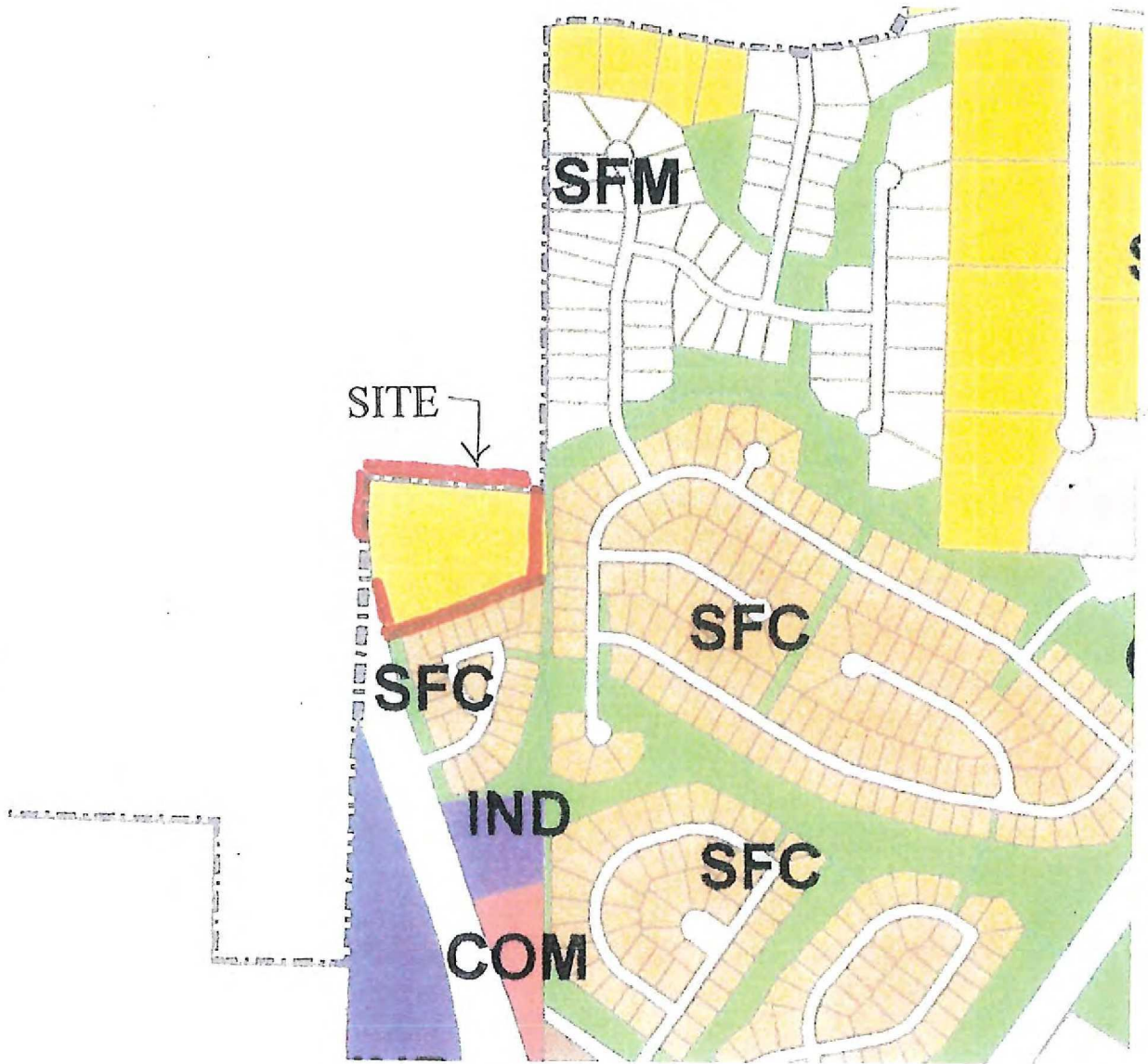
Housing Goal

• • •

Provide a broad range of housing opportunities with an appropriate mix of homes regarding size, type, price, and location in order to meet the needs of people of all life stages and abilities.

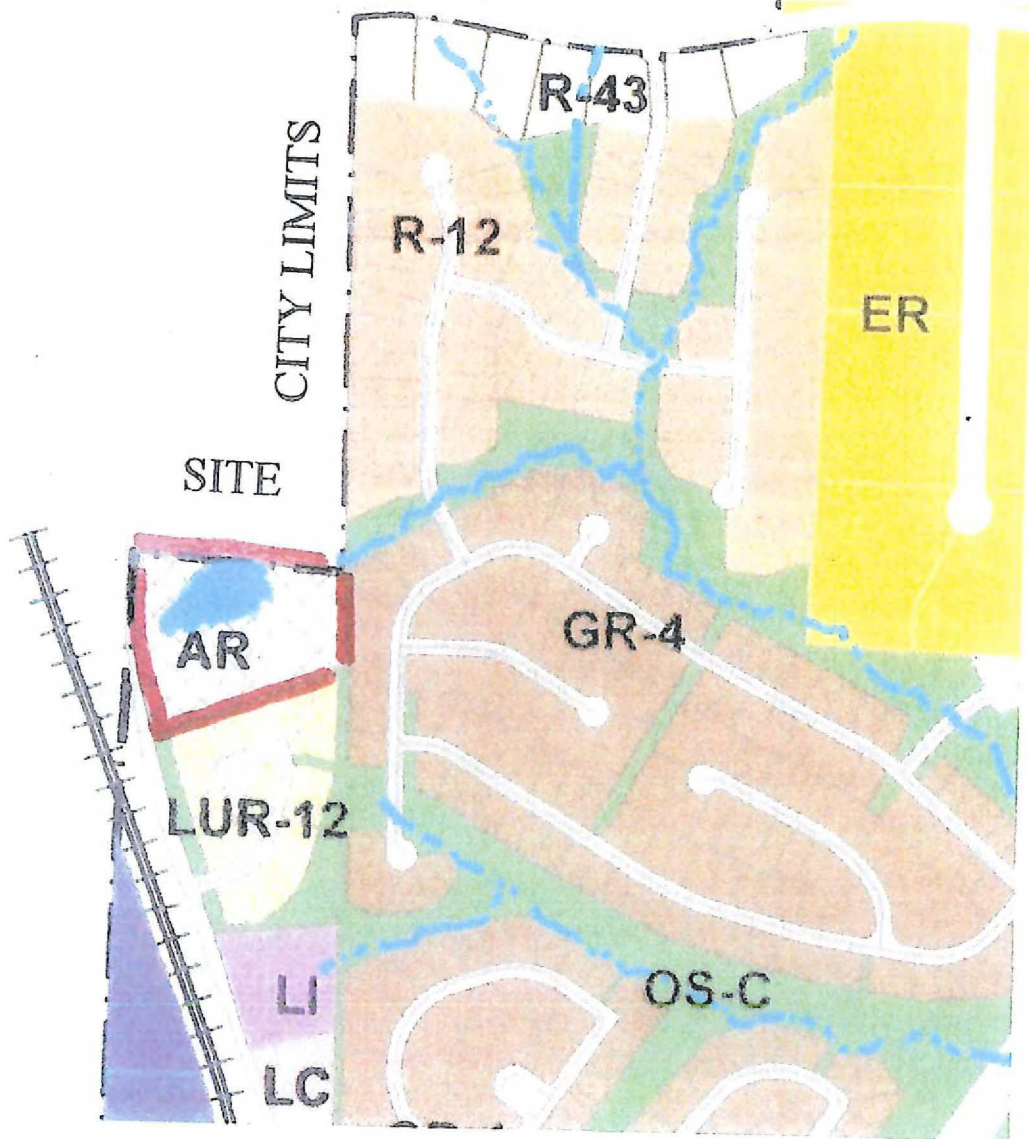


TYRONE ZONING MAP



PEACHTREE CITY LAND USE MAP





PEACHTREE CITY ZONING MAP

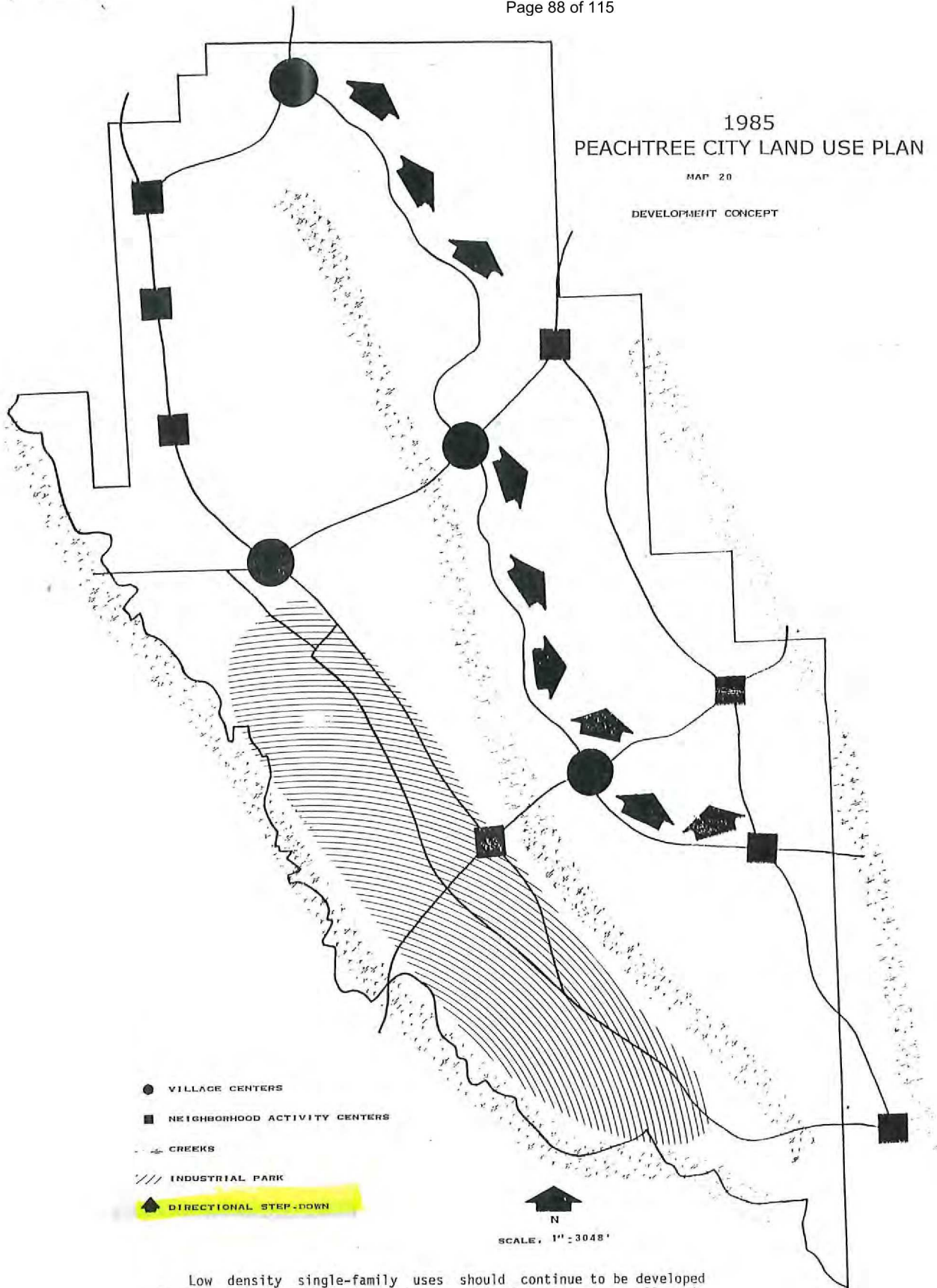
ANALYSIS SUBDIVISION DWELLING UNITS PER ACRE

Subdivision	Units	Gross Acres	Units/Gross Acres
Saranac	23	8.5	2.7
Ardenlee	155	75.45	2.05
Cedarcroft	218	57.59	3.79
Centennial	326	138.46	2.35
Chadworth	89	30.48	2.92
Kedron Hills	195	214.56	0.91
Planterra	436	306.35	1.42
Sagamore	50	19.8	2.5
Belvedere	49	19.8	2.5
Fairfield	265	41.1	6.4
Blueberry Hill	38	8.3	4.6
AMLi Kedron	216	21.3	10.1
Georgian Park	44	5.5	8.0
279 Senoia Road	16	6.5	2.4

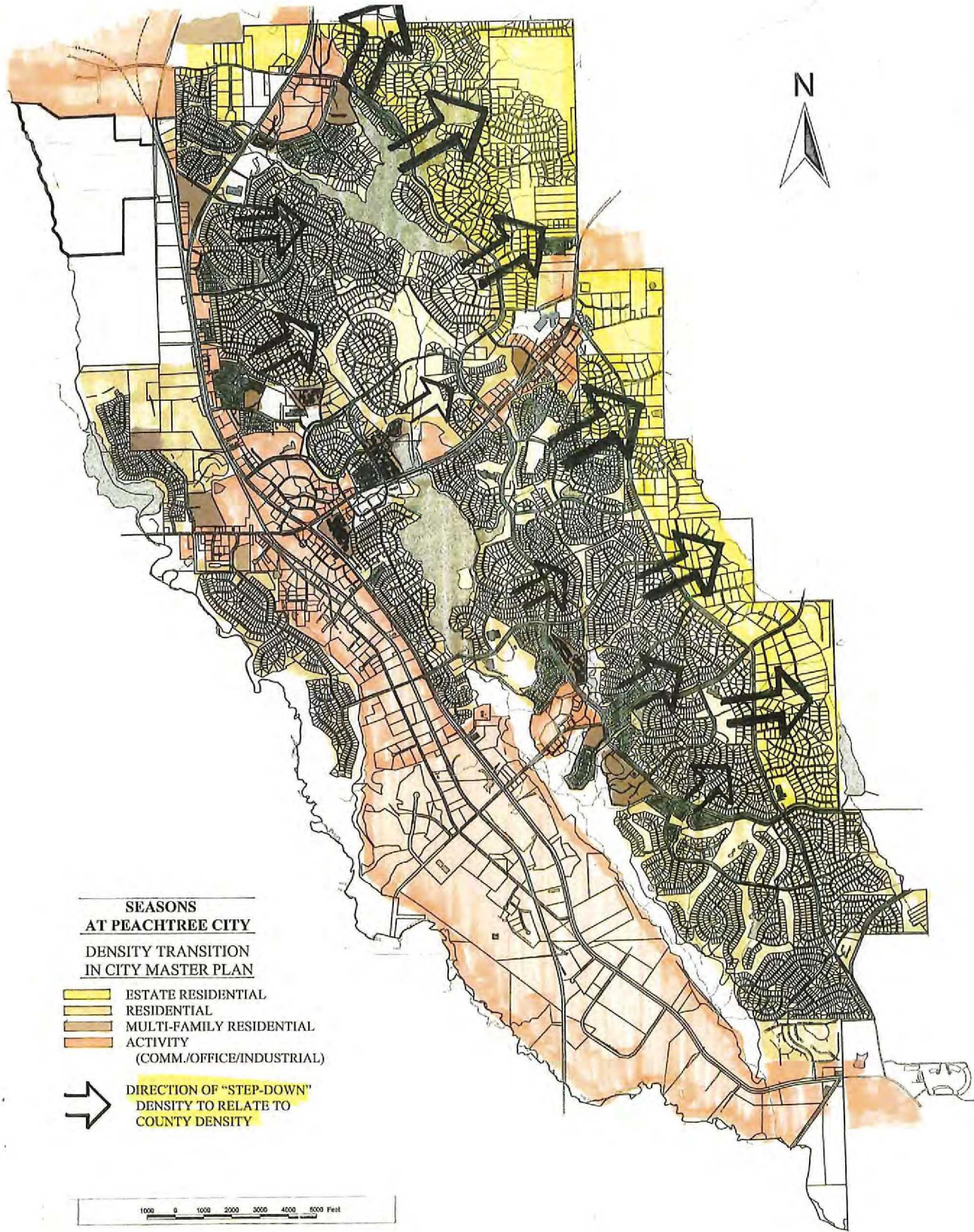
1985 PEACHTREE CITY LAND USE PLAN

MAP 20

DEVELOPMENT CONCEPT



Low density single-family uses should continue to be developed along the eastern and northern border of Peachtree City; as well as in the extreme northwest corner of the city. That area along the eastern border is probably economically unfeasible to sewer. Low density development in this area will promote the step-down theory, in that these uses are located physically further away from existing and future village centers. This type development is conducive to independent, potentially self-sufficient homesteads. See figure 7.



Ordinance Number _____ (LUR-17)

**AN ORDINANCE TO AMEND THE
PEACHTREE CITY ZONING ORDINANCE
TO REZONE A 6.507-ACRE TRACT OF LAND
LOCATED WITHIN THE CITY LIMITS OF PEACHTREE CITY
AND BORDERED BY THE TOWN OF TYRONE TO THE NORTH, CITY OF
PEACHTREE CITY TO THE EAST AND SOUTH, AND SENOIA ROAD AND THE
TOWN OF TYRONE TO THE WEST FOR A
SINGLE-FAMILY DETACHED RESIDENTIAL SUBDIVISION,
AND FOR OTHER PURPOSES**

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEACHTREE CITY, AND IT IS HEREBY ORDAINED by authority of the same that:

Section 1. Article X, Requirements by District, Section 1013A, Limited Use Residential of the Peachtree City Zoning Ordinance, be amended to add Section 1013A.17 Limited-use residential district no. 17 as follows:

(Section 1013A.17) Limited-Use Residential District no. 17

- (a) The zoning of a single tract of land as described below shall be rezoned from its current zoning designation of AR Agricultural Reserve to LUR-17 Limited Use Residential (Peachtree City). Said property is more particularly described as follows:

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING LOCATED IN LAND LOT 155 OF THE 7TH LAND DISTRICT OF FAYETTE, COUNTY, GEORGIA; WITHIN THE CITY LIMITS OF PEACHTREE CITY; ALL AS WILL APPEAR ON A PLAT ENTITLED "RETRACEMENT SURVEY FOR: CHADWICK HOMES, INC.", DATED JULY 10, 2017; LAST REVISED OCTOBER 31, 2017; AS PREPARED BY JASON D. TURNER, GEORGIA REGISTERED LAND SURVEYOR NO. 2795 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY OF DEPOT STREET (60-FOOT RIGHT-OF-WAY) AND THE EASTERLY RIGHT-OF-WAY OF OLD STATE ROUTE NO. 74 (A.K.A. SENOIA ROAD) (80-FOOT RIGHT-OF-WAY) AND FROM SAID POINT OF BEGINNING RUN IN A SOUTHERLY DIRECTION ALONG THE EASTERLY RIGHT-OF-WAY OF OLD STATE ROUTE NO. 74 FOR A DISTANCE OF 318.28 FEET TO A 3/8" ITON PIN FOUND AND THE TRUE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED;

THENCE South 85 degrees 05 minutes 16 seconds East for a distance of 651.15 feet leaving said right-of-way to a 1/2" iron pin found;

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THENCE along a curve to the right having a radius of 2274.94 feet and an arc length of 538.17 feet, being subtended by a chord of North 04 degrees 24 minutes 15 seconds West for a distance of 581.57 feet along said right-of-way to a 3/8" iron pin found and THE TRUE POINT OF BEGINNING.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 6.507 acres more or less.

- (b) This tract is illustrated on the Retracement Survey prepared by Turner & Associates Land Surveyors (revised October 31, 2017), a copy of which is attached hereto as Exhibit "A" and incorporated herein by express reference.

It is intended that the LUR-17 zoning district be established specifically for the development of a 16-lot single-family detached residential subdivision to be developed substantially in accordance with the following express conditions:

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

Development shall take place substantially in conformance with the Conceptual Site Plan as prepared by Day Design Group, Inc. (revised November 13, 2017), a copy of which is attached hereto as Exhibit "B" and incorporated herein by express reference. Any substantive change to this plan or any of the conditions and requirements of this section shall require a new rezoning action.

- (d) *Permitted Uses.*

1. No more than 16 single-family detached residential lots.
2. Publicly owned buildings, facilities or land.
3. Buildings, facilities or land for the distribution of utility services.
4. Buildings, facilities or land for non-commercial park, recreation or open space purposes.
5. Accessory uses (see Section 908).
6. Customary home occupations (see Section 907).

(e) *Conditional Uses.*

No conditional uses shall be permitted within this zoning district.

(f) *Other Requirements.*

1. Maximum number of dwelling units: 16
2. Minimum floor area per dwelling unit: 1,600 square feet
3. Minimum zoning lot area: 4,800 square feet
4. Minimum lot width: As described herein and shown on the Conceptual Site Plan (Exhibit "A")
5. Minimum front building setback: 10 feet provided that at least two paved parking spaces are required for each dwelling unit off of the right-of-way; at least one of these spaces must be within a fully enclosed garage, and street-facing garages shall be at least 20 feet from the right-of-way.
6. Minimum side setback: 10 feet; provided that at least a 20-foot separation is maintained between dwelling units
7. Minimum rear setback: 25 feet for lots 1-7; 5 feet for lots 8-16
8. Maximum building height: Two stories, not including a basement level
9. Architectural concept: As illustrated in Exhibit "C"

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

1. Development shall take place substantially in conformance with the Conceptual Site Plan (Exhibit "B"). Any substantive change to the plan or conditions of this section shall require a new zoning action. A reduction in the number of lots is not considered substantive, but a reduction in the minimum lot size is considered substantive.
2. Provide a maximum of 16 single-family detached units, each with a minimum floor area of 1,600 square feet.
3. Each lot shall be at least 60 feet wide and contain at least 4,800 square feet.
4. Architectural concept shall be substantially similar to those provided as Exhibit "C".
5. The Applicant shall coordinate with city staff in providing a multi-use path connection to the existing path at the Saranac subdivision.

6. Documentation shall be provided from a wetland specialist with the concept plat application, showing that the existing pond can be permitted in accordance with the U.S. Army Corps of Engineers' rules and regulations.

7. A 50-foot-wide greenbelt shall be provided along the frontage of Senoia Road as required by the Land Development Ordinance, and a tree-protection fence along the greenbelt shall be installed prior to the issuance of a Land Disturbance Permit.

8. Initial construction activities shall be limited to clearing and grading associated with road, utility, and stormwater facility construction. No mass grading shall be permitted.

9. The location of all floodplains and associated buffers shall be field located and surveyed prior to preparation of the concept plat. No development shall be permitted within these areas.

10. A clearing and grading plan must be submitted for each residential lot prior to issuance of a Land Disturbance Permit. These plans shall be reviewed and approved by city staff to ensure that existing vegetation on each lot is preserved to the greatest extent practicable.

11. The Applicant shall establish deed covenants for the overall subdivision that shall limit rental units to no more than 20 percent of the total number of dwelling units in the subdivision. The covenants shall provide for the strict enforcement of the limit on rental units, and the developer shall establish the administrative structure for that enforcement prior to sale of the first dwelling unit in the subdivision.

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

Section 3. Should any provision of this ordinance be declared invalid by a Court of competent jurisdiction, such decision shall not affect the validity of this ordinance as a whole or any provision thereof other than the provisions specifically declared to be invalid. The City Council declares that it would have passed this ordinance and each subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more subsections, sentences, clauses or phrases may be declared invalid.

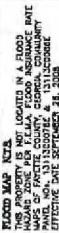
Section 4. This ordinance shall be in full force and effect upon its official adoption by the City Council.

Done, Ratified, and Passed this _____ day of _____ 2018.

Vanessa Fleisch, Mayor

Attest:

City Clerk



1. SITE AREA = 44.6307 ACRES
2. EXISTING ZONING = LR
3. PROPOSED ZONING = AUR
4. TOTAL NUMBER OF LOTS = 16
5. MIN. LOT SIZE = 4,800 S.F.
6. AVG. LOT AREA = 5,566 S.F.
7. TOTAL GREENSPACE = 936 ACRES
8. BUILDING SETBACKS
FRONT = 12'
SIDE = ZERO (10' BETWEEN BUILDINGS)
REAR = 25' (16') 5' (8-16')
9. TOTAL UNITS = 16
10. SITE DENSITY = 0.41 UNITS/AC
11. BOUNDARY TAKEN FROM SURVEY
12. BY TURNER & ASSOCIATES LAND SURVEYORS, INC.
13. WATER & SEWER PROVIDED BY CITY WATER/SEWER AUTHORITY.

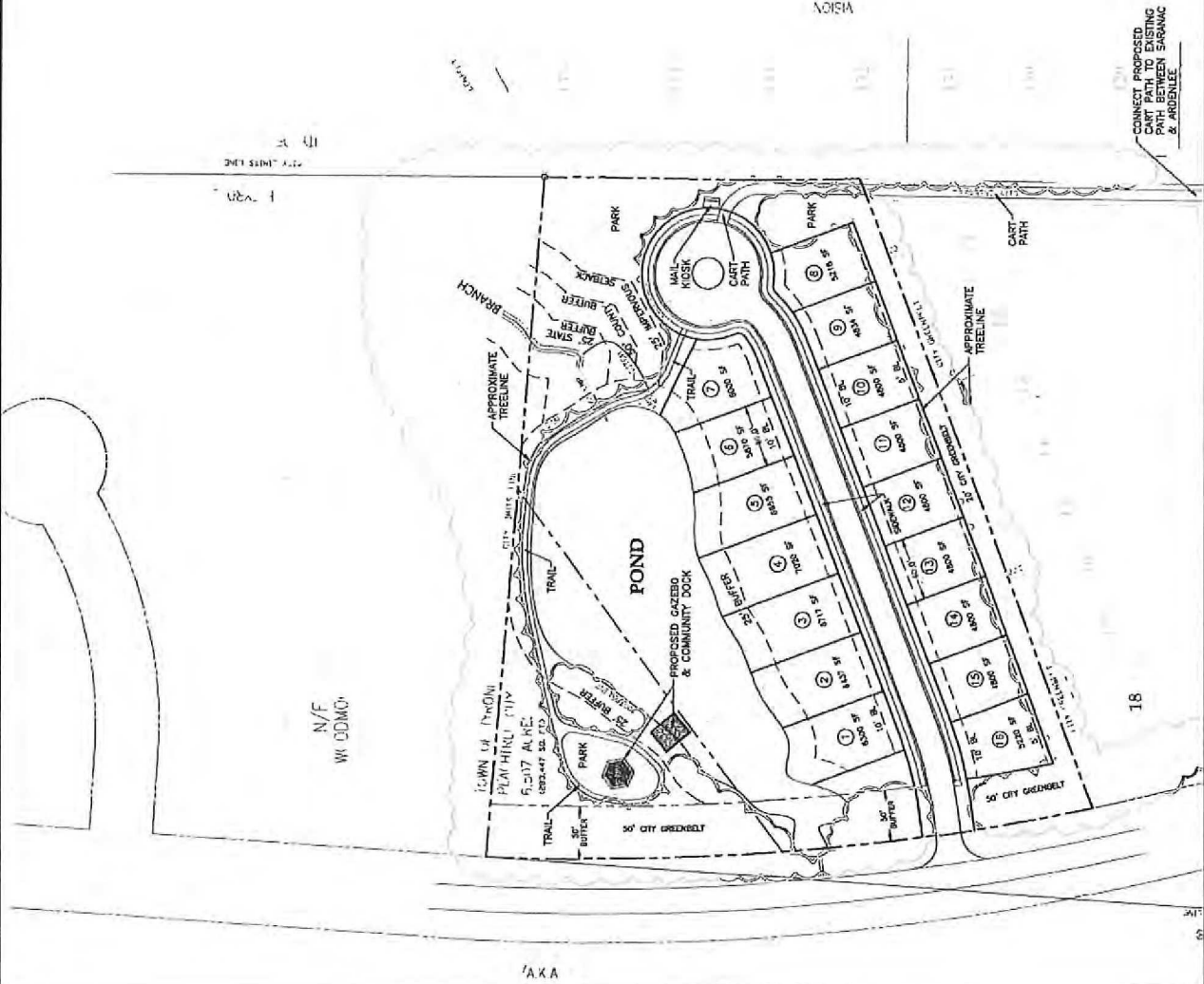


EXHIBIT "C"



IMAGE
HOMES



IMAGE
HOMES

January 26, 2018

Mayor and City Council
City of Peachtree City, Georgia
c/o Betsy Tyler, City Clerk
151 Willowbend Road
Peachtree City, Georgia 30269

RE: Rezoning Request of Jerry Peterson and Chadwick Homes
On behalf of Steven Allen Jones and Brian Kelly Jones
PH-17-08
Approximately 6.507± acres located at 279 Senoia Road,
Peachtree City, Georgia

Dear Ladies and Gentlemen:

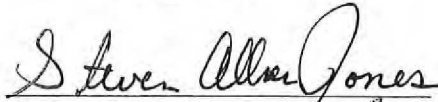
In the near future you will be considering the above rezoning of approximately 6.507± acres located at 279 Senoia Road, Peachtree City, Georgia from AR to Lur-17. We look forward to the opportunity to bring this request to your attention and do anticipate your full support in this endeavor. Among the facts supporting the rezoning are the following:

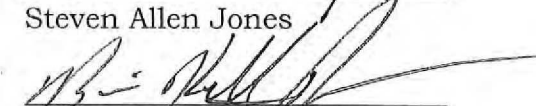
- The rezoning proposal would not adversely affect the existing use or usability of adjacent or nearby property.
- The rezoning proposal will not result in a use which will or would cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools.
- The rezoning proposal will facilitate the principles of smart development so highly valued by the City of Peachtree City.

Although we anticipate approval of this rezoning request, as required under Georgia law, we must formally notify you that a denial of the requested rezoning would deny and deprive the applicants and property owners of their constitutional rights, because any such denial would be arbitrary, capricious, unreasonable, unrelated to any public purpose and the denial of equal protection rights.

Should you have any questions or desire to discuss this matter, please feel free to contact Jerry Peterson at 770-487-9124 at your convenience.

Kindest Regards,


Steven Allen Jones


Brian Kelly Jones

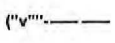
cc: Mr. Jonathan Rorie, City Manager
Mr. Theodore P. Meeker, City Attorney
Mr. Mike Warrix, Planning & Development Director
Mr. Jerry Peterson
Mr. Chad Floyd,, Chadwick Homes

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: Jonathan Rorie, City Manager 
Paul Salvatore, Financial Services Director P.S.
Kelly Bush, Assistant Financial Services Director VLB
Angela Egan, Purchasing Agent 

FROM: Mike Madison, Stormwater Manager 

DATE: February 7, 2018

SUBJECT: Golfview Drive Drainage Improvements
February 15, 2018 City Council Meeting

Recommendation: Staff recommends that City Council award the bid for the Golfview Drive Drainage Improvements to Ronnie D. Jones Enterprises for their unit cost base bid amount of \$1,157,452.90.

Discussion: The existing storm drainage system along Golfview Drive, Oakmount Drive and Pinemount Drive in the Golfview Subdivision is in various stages of structural deterioration and is also unable to efficiently convey large volumes of stormwater runoff. The condition of the existing drainage system has resulted in multiple occurrences of sinkhole development, yard flooding, street flooding and structural flooding. The Golfview Drive Drainage Improvements project consists of replacing the deteriorating corrugated metal pipe system as well as adding limited piping and drainage inlets to enhance system efficiency. Therefore, staff solicited unit cost bids from qualified contractors to perform the replacement work. The results of this bid are as follows:

Ronnie D. Jones Enterprises	\$1,157,452.90
Crawford Grading	\$1,212,227.06
Site Engineering, Inc.	\$1,422,829.50

The City will be partnering with WASA on this project in coordination with their need to replace sewer lines. Contractor will replace City stormwater pipes while at the same time, replace the WASA pipes. WASA's board approved this project at their 5 February 2018 meeting.

Budget Impact: Sufficient funds in the amount of \$1,157,452.90 are budgeted in the SW Account #521-4250-541931.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

FROM: Jonathan N. Rorie, City Manager 

DATE: February 8, 2018

SUBJECT: Consider Certification of Fayette County Service Delivery Strategy
February 15, 2018, City Council Agenda

Recommendation:

That Council certify and authorize Mayor Fleisch to sign the Fayette County Service Delivery Strategy Agreement.

Discussion:

At the February 1 meeting, Council approved five intergovernmental agreements as part of Fayette County's Service Delivery Strategy, required by O.C.G.A. 36-70-20. The attached strategy incorporates those agreements and addresses how the other services are provided by Fayette County, the Board of Education, and the municipalities to our residents and taxpayers.

The Fayette County Board of Commissioners will be the agency to ultimately approve the Service Delivery Strategy. Each municipality and the Fayette County Board of Education must certify that:

- The agreements referenced in the strategy have been implemented and the attachments accurately reflect the agreed upon strategy;
- The strategy promotes the most efficient, effective, and responsive manner of delivering each service;
- The strategy addresses water and sewer fees charged to customers outside the geographic boundaries of a service provider are not arbitrarily higher than those charged within the service area; and
- The strategy ensures that the costs of services provided by the County primarily for the benefit of residents of the unincorporated area are borne by those receiving those services.

The Board of Commissioners is currently scheduled to consider adoption of the strategy at their February 22 meeting.



SERVICE DELIVERY STRATEGY

FORM 4: Certifications

Instructions:

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2010 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2010 population of between 500 and 9,000 residing within the county. Cities with a 2010 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

COUNTY: FAYETTE COUNTY

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A. 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (20); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
FAYETTE CO BOARD OF COMMISSIONERS	Chairman	Eric Maxwell		
FAYETTE CO BOARD OF EDUCATION	Chairman	Barry Marchman		
FAYETTEVILLE	Mayor	Ed Johnson		
PEACHTREE CITY	Mayor	Vanessa Fleisch		
TOWN OF BROOKS	Mayor	Dan Langford	Daniel C. Langford, Jr.	1-19-18
TOWN OF TYRONE	Mayor	Eric Dial		
TOWN OF WOOLSEY	Mayor	Gary Laggis	Gary Laggis	1/31/18



SERVICE DELIVERY STRATEGY

FORM 1

COUNTY: **FAYETTE**

I. GENERAL INSTRUCTIONS:

1. FORM 1 is required for **ALL** SDS submittals. Only one set of these forms should be submitted per county. The completed forms shall clearly present the collective agreement reached by all cities and counties that were party to the service delivery strategy.
2. List each local government and/or authority that provides services included in the service delivery strategy in Section II below.
3. List all services provided or primarily funded by each general purpose local government and/or authority within the county that are continuing *without change* in Section III, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.)

OPTION A <i>Revising or Adding to the SDS</i>	OPTION B <i>Extending the Existing SDS</i>
4. List all services provided or primarily funded by each general purpose local government and authority within the county which are revised or added to the SDS in Section IV, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.) 5. For each service or service component listed in Section IV, complete a separate, updated <i>Summary of Service Delivery Arrangements</i> form (FORM 2). 6. Complete one copy of the <i>Certifications</i> form (FORM 4) and have it signed by the authorized representatives of participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 4).]	4. In Section IV type, "NONE." 5. Complete one copy of the <i>Certifications for Extension of Existing SDS</i> form (FORM 5) and have it signed by the authorized representatives of the participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 5).] 6. Proceed to step 7, below. <i>For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful publications, visit DCA's website at</i> http://www.dca.ga.gov/development/PlanningQualityGrowth/programs/servicedelivery.asp, or call the Office of Planning and Quality Growth at (404) 679-5279.

7. If any of the conditions described in the existing *Summary of Land Use Agreements* form (FORM 3) have changed or if it has been ten (10) or more years since the most recent FORM 3 was filed, update and include FORM 3 with the submittal.
8. Provide the completed forms and any attachments to your regional commission. The regional commission will upload digital copies of the SDS documents to the Department's password-protected web-server.

NOTE: ANY FUTURE CHANGES TO THE SERVICE DELIVERY ARRANGEMENTS DESCRIBED ON THESE FORMS WILL REQUIRE AN UPDATE OF THE SERVICE DELIVERY STRATEGY AND SUBMITTAL OF REVISED FORMS AND ATTACHMENTS TO THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS UNDER THE "OPTION A" PROCESS DESCRIBED, ABOVE.

II. LOCAL GOVERNMENTS INCLUDED IN THE SERVICE DELIVERY STRATEGY:

In this section, list all local governments (including cities located partially within the county) and authorities that provide services included in the service delivery strategy.

Fayette County, Brooks, Fayetteville, Peachtree City, Tyrone, Woolsey
 Fayette County Board of Education
 Fayette County Development Authority,
 Peachtree City Airport Authority
 Peachtree City Water and Sewer Authority

III. SERVICES INCLUDED IN THE EXISTING SERVICE DELIVERY STRATEGY THAT ARE BEING EXTENDED WITHOUT CHANGE:

In this section, list each service or service component already included in the existing SDS which will continue as previously agreed with no need for modification.

Airport, Animal Control, Building Permits and Inspections, Code Enforcement, Court, Economic Development, Election, Engineering, Extension Service, Library, Planning and Zoning, Purchasing, Solid Waste, Stormwater.

IV. SERVICES THAT ARE BEING REVISED OR ADDED IN THIS SUBMITTAL:

In this section, list each new service or new service component which is being added and each service or service component which is being revised in this submittal. For each item listed here, a separate Summary of Service Delivery Arrangements form (FORM 2) must be completed.

911 Communications Center, Detention Facility, Emergency Services, Fire, Law Enforcement, Recreation, Public Works, Sewer, Water.

FAYETTE COUNTY SUMMARY OF SERVICE DELIVERY STRATEGIES

911 COMMUNICATIONS CENTER

This service was consolidated in 1995. Funding is provided from 911 fees and general funds from each entity if user fees are insufficient to cover operational expenses. No change in service delivery is anticipated.

AIRPORT

The Peachtree City Airport Authority provides services throughout the County. Funding is provided primarily from user fees, with Peachtree City providing additional funding from the Hotel/Motel Tax. No change in service delivery is anticipated.

ANIMAL CONTROL

Fayette County adopted Animal Control Agreements with each municipality. These agreements include services for sick and injured animals; displaced wildlife; bite-case victims; 24/7 emergency response via 911; animal ordinance and related state law enforcement; and cruelty investigations. All animal control cases are prosecuted in State Court instead of the respective municipal courts. Funding is provided from Fayette County general funds.

BUILDING PERMITS AND INSPECTIONS

Fayette County, Peachtree City, Fayetteville and Tyrone provide this service for each of their respective jurisdictions. Fayette County provides permit and inspection services for Brooks and Woolsey. Each entity feels a need to continue providing this service to maintain local control and provide the level of service their citizens expect. Funding is provided from user fees and general funds from each entity. No change in service delivery is anticipated.

CODE ENFORCEMENT

Fayette County, Peachtree City, and Fayetteville provide this service for their respective jurisdictions. Fayette County provides this service to the Towns of Tyrone, Brooks and Woolsey. Each jurisdiction's code enforcement efforts are focused on the individual characteristics of the respective community. Each entity feels a need to continue providing this service to maintain local control and provide the level of service their citizens expect. Funding is provided from general funds from each entity.

COOPERATIVE EXTENSION SERVICE

The Fayette County Cooperative Extension Service is an extension of the University of Georgia and provides educational assistance and programming in five main areas: agriculture, horticulture, environment, family and consumer science, and 4-H youth development. The Cooperative Extension Service also provides water, soil, and plant tissue testing, provides plant, insect, and disease identification, manages the Master Gardener Extension Volunteer Program, and 4-H clubs and volunteers throughout Fayette County. A cooperative agreement exists between the Extension Service and Fayette County to provide these educational and technical services to homeowners, schools, and businesses in all Fayette County including Peachtree City, Fayetteville, Tyrone, Brooks and Woolsey. Funding is provided from county general funds. No change in service delivery is anticipated.

COURT

Fayette County provides state and superior court services for all jurisdictions in the county. Fayette County provides municipal court services for Brooks and Woolsey. Peachtree City, Fayetteville and Tyrone provide municipal court services for their respective jurisdictions. The municipal entities will continue to periodically evaluate the cost effectiveness of hiring a municipal court judge and solicitor to provide court services to all entities. Funding is provided from fines and forfeitures collected by each entity.

DETENTION FACILITY

Fayette County provides detention facility services for all municipalities and has formal agreements to provide detention facility services to prisoners from the municipalities. Funding for the detention facility is provided from each jurisdictions' general funds, court fees, the jail add-on fees. The municipalities have reached an agreement regarding the daily inmate rate charges.

ECONOMIC DEVELOPMENT

Fayette County, Peachtree City and Fayetteville have Development Authorities that focus on specific needs of their respective communities. The Fayette County Development Authority (FCDA) has agreements with the municipal authorities to issue revenue bonds and for marketing services. All municipal development authorities (Fayetteville and Peachtree City), the Town of Tyrone, and the Peachtree City Airport Authority are represented on the FCDA. Funding is provided from the general funds (Fayette County, Peachtree City, Tyrone and Brooks) and Hotel/Motel Taxes (Fayetteville). No change in service delivery is anticipate.

ELECTIONS

Fayette County provides election services to all municipalities and to the unincorporated portions of the county for Primary, General and Special Elections. This is paid for from county general funds. For elections conducted for municipalities and for the Board of Education, the specific entity(ies) and the county enter a formal agreement for the county to conduct these elections. The entity(ies) reimburse the county for their expenses. Funding is provided from the general funds of the specific entity(is).

EMERGENCY SERVICES

Fayette County is the designated emergency medical service provider (EMS) for the entire county except for the area within the municipal boundary of Peachtree City. This is the county's EMS Tax District and it includes transport user fees. Peachtree City is the designated zone provider for EMS within its municipal boundaries and funding is provided from user fees and the city's general fund. The County and Cities have signed the Statewide Mutual Aid and Assistance Agreement complying with O.C.G.A. 38-3 EMA that benefits all county jurisdictions. Fayette County and Fayetteville have reached an agreement regarding emergency services.

ENGINEERING

Fayette County, Peachtree City, Fayetteville, and Tyrone provide this service for their respective jurisdictions. Fayette County performs Erosion, Sediment and Pollution Control Ordinance inspections and enforcement for the Towns of Brooks and Woolsey. Fayette County also performs Floodplain Management services as required by FEMA for the Town of Woolsey.

FIRE SERVICES

Fayette County provides fire protection for the unincorporated area and the municipalities of Brooks, Tyrone and Woolsey funded by a designated fire tax collected from residents of these areas. Fayetteville and Peachtree City each provide fire protection responsibilities within their respective incorporated limits and fund services through each city's general fund. The unincorporated Fayette County, Brooks, Tyrone and Woolsey Fire Tax District also collects fire impact fees for all new construction within their respective jurisdictions that is utilized for capital improvement projects. Fayetteville and Peachtree City have mutual aid agreements in effect with Fayette County for fire services. Fayetteville and Fayette County have an automatic aid agreement for fire services. The County and Cities have signed the Statewide Mutual Aid and Assistance Agreement complying with O.C.G.A. 38-3 EMA that benefits all county jurisdictions.

Law Enforcement

Fayette County, Peachtree City, Fayetteville and Tyrone provide this service for their respective jurisdictions. Fayette County, Peachtree City and Fayetteville have agreements with the Fayette County Board of Education to support the School Resource Officer Program. Fayette County provides law enforcement for the unincorporated county and the cities of Brooks and Woolsey. Each entity feels a need to continue providing this service to maintain local control and provide the level of service their citizens expect. Funding for the agencies is provided from general funds from each entity.

LIBRARY

Fayette County, Peachtree City, Tyrone and Brooks provide this service through the general funds from each entity. Additionally, Fayette County provides this service to Fayetteville. Library services are also provided through membership in the Flint River Regional Library System (PINES, technical services, book orders, courier service and grants).

PLANNING AND ZONING

All entities provide this service for their respective jurisdictions. No formal cooperative agreements are in effect. However, there is coordination between the respective agencies as needed. Each entity feels a need to continue providing these services to maintain local control and provide the level of service their citizens expect. Funding is provided from general funds from each entity. No change in service delivery is anticipated.

PUBLIC WORKS

Fayette County, Peachtree City, Fayetteville and Tyrone provide this service for their respective jurisdictions. Public Works services provided include road maintenance and new construction; ground, building and fleet maintenance; and project contracting. The level of services provided varies among all public entities. Current cooperative efforts and formal agreements include the Fleet Maintenance Agreement, Public Works Project Contracting Agreement, Sharing Expensive Specialized Equipment Agreement and LMIG Agreement. Each entity feels a need to continue providing these services to maintain local control and provide the level of service their citizens expect. Funding is provided from funds from each entity. The municipalities have reached an agreement regarding the resurfacing of roads.

PURCHASING

All entities provide this service for their respective jurisdictions. Fayette County, Peachtree City, Fayetteville, Tyrone, Brooks, Woolsey and the Fayette County School Board have entered a Collaborative Purchasing Agreement through which the entities may choose to purchase goods and services in bulk to maximize on the associated economics of scale. Actual costs of goods and services purchased are provided from funds from each entity. No additional changes in service delivery are anticipated.

RECREATION

Fayette County, Peachtree City, Tyrone and Brooks provide this service for their respective jurisdictions. The types of programming and services provided vary in each community, but generally include youth and adult recreation programs, instructional classes, special events, camps and aquatics which is hosted at Peachtree City's Kedron Aquatics Center. The level of service provided varies among the entities. Funding is provided from user fees and general funds from each entity. Fayette County provides funding to the Board of Education to ensure recreation sponsored programs have access to school facilities on an annual basis. Fayette County, Peachtree City and Tyrone have reached an agreement regarding recreational funding.

SEWER

Peachtree City Water and Sewerage Authority (WASA), Fayetteville and Tyrone provide this service to the residents of Peachtree City, Fayetteville, and Tyrone respectively. Fayette County provides meter reading and billing services for WASA. Fayette County also provides meter reading and billing services to the City of Fayetteville and Tyrone sewer customers that are on the County water system. There are no arbitrary sewer fees. Each system is funded from user fees. No change in service delivery is anticipated.

SOLID WASTE

Brooks provides this service to its residents. Fayette County and Peachtree City do not provide curbside solid waste services. Residents use private sanitation companies. However, both agencies do provide centralized recycling stations. Fayetteville and Tyrone provide curbside solid waste services (including recycling) through contracts with private companies. No change in service delivery is anticipated.

STORMWATER MANAGEMENT

Funding for stormwater management in Peachtree City and Fayetteville is provided from their respective stormwater utilities. Funding for Fayette County and Tyrone stormwater management is provided from general funds. No change in service delivery is anticipated.

WATER

Fayette County and Fayetteville are public water systems for their respective jurisdictions. Fayette County provides water service to the unincorporated county, Peachtree City, Tyrone, Brooks, Woolsey, and areas of Fayetteville. Fayette County wholesales water to Fayetteville daily, and provides emergency backup water service to Fayetteville. Additionally, Fayette County's reservoirs are factored into Fayetteville's water supply plan and permit, resulting in Fayetteville not having to construct and operate a reservoir. Fayetteville is not charged arbitrary water fees for these supply storage facilities. Both the Fayette County Water System and the Fayetteville Water System are funded from user fees.

The Fayette County Water System currently operates the Brooks Water System under an agreement between Fayette County and the Town of Brooks. The Fayette County Water System provides water services including repairs and all required sampling under the agreement. Fayette County provides water service to the City of Peachtree City under an Agreement revised and dated November 5, 2015. Woolsey and The Town of Tyrone are provided water service by the Fayette County Water System as part of the distribution system owned and operated by the Fayette County Water System. These services include all service delivery and monitoring requirements required of the Fayette County Water System.



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: FAYETTE

Service: *Detention Facility*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Fayette County**
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ **Yes** (if "Yes," you must attach additional documentation as described, below)

☒ **No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Fayette County (Brooks & Woolsey)	Funding for the detention facility is provided from general funds, court fees, jail
Peachtree City	add-on fees, and the inmate day rate charges.
Fayetteville	
Tyrone	

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change in service delivery or funding is anticipated.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	Contracting Parties	Effective and Ending Dates
Fayetteville 2018.?.?	Fayette Co., Fayetteville	?/?/-auto annual rene renew
PTC 2018/2/1 Detention Fac	Fayette Co., Peachtree City	2.1.2018 -auto annual renew
Tyrone 2018/2/1 Detention F	Fayette Co., Tyrone	2018/2/1 -auto annual renew
I		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Steven A. Rapson, County Administrator**
 Phone number: **770-305-5100** Date completed: May 03, 2017

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: FAYETTE

Service: Emergency Services

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Fayette County, Peachtree City, Fayetteville**
- e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ **Yes** (if "Yes," you must attach additional documentation as described, below)

☒ **No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Fayette County, Brooks, Fayetteville,	Emergency services is funded through a special district tax and user fees.
Tyrone and Woolsey.	
Peachtree City	City general fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change in service delivery or funding is anticipated.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	Contracting Parties	Effective and Ending Dates
EMS Agreement	Fayette Co., Fayetteville	??/17 - auto renewal
1998 EMS Aid PTC Fay Co	Fayette Co., Peachtree City	10/22/1998 - no end

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Steven A. Rapson, County Administrator**
 Phone number: **770-305-5100** Date completed: Dec. 1, 2017

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: FAYETTE

Service: *Public Works*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Fayette County (including Brooks and Woolsey by agreements), Peachtree City, Fayetteville, and Tyrone**
- e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ **Yes** (if "Yes," you must attach additional documentation as described, below)

☒ **No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Fayette County (Brooks & Woolsey)	County general funds
Peachtree City	City general funds
Fayetteville	City general funds
Tyrone	Town general funds

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change in service delivery or funding is anticipated.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	Contracting Parties	Effective and Ending Dates
Road Resurfacing	Fayette Co, Fayetteville, Peachtree City, Tyrone	??/17 -auto annual renew
1999.5.13 Proj Contracting	Fayette Co, Fayetteville, Peachtree City, Tyrone	5/13/1999-auto annual renew
1999 5.13. Vehicle Fueling	Fayette Co, Fayetteville, Peachtree City, Tyrone	5/13/1999-auto annual renew
Brooks 03.08.12	Fayette Co, Brooks	3/8/12-auto annual renew
Woolsey 02.04.04	Fayette Co, Woolsey	4/28/2005-auto annual renew

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Steven A. Rapson, County Administrator**
 Phone number: **770-305-5100** Date completed: Dec 1, 2017

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below: