

City Council of Peachtree City

Agenda

February 7, 2013

7:00 p.m.

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Announcements, Awards, Special Recognition**
Recognize McIntosh Boys Cross Country Team – State AAAAA championship
Recognize Employees for 15 Years of Service – Steve McCook, Gary Meier, Mike Hunnicutt
Presentation on Fayette Care Clinic – Sheryl Watford, Executive Director
- IV. Public Comment**
- V. Agenda Changes**
- VI. Minutes**
January 10, 2013, Regular Meeting Minutes
January 30, 2013, Special Called Meeting Minutes
- VII. Monthly Reports**
- VIII. Consent Agenda**
 - 1. Consider Agreement with CVB for Financial and Other Services**
 - 2. Consider Approval of Residential Solid Waste Franchise Agreement – Dependable Waste**
 - 3. Consider Dedication of Sewer Easement at Meade Field to Water & Sewerage Authority (WASA)**
 - 4. Consider Easement Dedication to Atlanta Gas Light for Installation of New Gas Line to Recreation Administration Building**
 - 5. Consider Budget Amendment – Fiscal Year 2012**
 - 6. Consider Budget Amendments – Fiscal Year 2013**
- IX. Old Agenda Items**
- X. New Agenda Items**
 - 02-13-01 Public Hearing – Variance from Floodplain Protection Ordinance – Kroger, Braelinn Village**
Kroger expansion requires reconfiguration of service & delivery area extending into regulatory floodplain adjacent to the retail center – STAFF MEMO READY MONDAY
 - 02-13-02 Public Hearing – Consider Special Use Permit for Braelinn Village Retail Center**
Kroger desires to increase the size of the store by 40,000 square feet, requiring a Special Use Permit
(Link to Kroger Application)
 - 02-13-03 Public Hearing – Variance from Floodplain Protection Ordinance – Newnan Utilities**
Applicant desires to build new electrical building adjacent to Line Creek – STAFF MEMO READY MONDAY
 - 02-13-04 Public Hearing: Consider Variance to Rear Building Setback, 2053 Village Park Drive**
Staff determined variance is not necessary and recommends the application be withdrawn
 - 02-13-05 Consider Bids for Pool Resurfacing (Kedron)**
Request to accept bid from ACE Pools for resurfacing of Kedron pools
 - 02-13-06 Consider Amendment to Stormwater Ordinance, including Approval of Stormwater Utility Rate Schedule**
To become effective April 1, 2013, after sale/refunding of 2013 SW Utility Bonds
- XI. Council/Staff Topics**
Hot Topics Update
- XII. Executive Session**

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
January 10, 2013
7:00 p.m.

The Mayor and City Council of the City of Peachtree City met in regular session on Thursday, January 10, 2013. Mayor Haddix called the meeting to order at 7:00 p.m. Other Council Members in attendance: George Dienhart, Vanessa Fleisch, Eric Imker, and Kim Learnard.

Announcements, Awards, Special Recognition

Proclamation for Kiwanis Week

Recognize Employee of the Year – Police Corp. Chris Hyatt

Mayor Haddix proclaimed January 21 – 27 as Kiwanis Awareness Week. Several members of the Kiwanis Club of Peachtree City accepted the proclamation. Haddix recognized Corporal Chris Hyatt as the 2012 Employee of the Year.

Haddix noted 2013 was another election year, and three seats were up for election. He continued that, by ordinance, campaigning was not allowed in City Hall. Outside the building was fine, but there should not be any buttons, handouts, stickers, signs, or campaign speeches at the meetings. There would be no public comment supporting, opposing, challenging, correcting, or any other form of politicking. Haddix said that applied to the public and elected officials alike, adding it should be left at the door.

Election and Oath of Office for Mayor Pro-tem

Imker nominated Fleisch to serve as Mayor Pro-tem. Learnard seconded. Motion carried 4 – 1 (Haddix). Haddix administered the oath of office to Fleisch.

Monthly Reports

Haddix made the following statement concerning the legal fees as listed in the November 2012 Finance Report:

When the Councilmembers voted to settle the legal actions against them they said they didn't want to cost the taxpayers any more money even though they could have won. That is a false claim. They could not have won. To date, I have said nothing, waiting for the legal costs to be reported. Tonight, costs are in the packet and it is my turn to make a statement.

On page 26, on the Litigation Services page, you see a charge by Henderson and Hundley for \$2,445.00 reported as being for Haddix vs. City Hall. I questioned Staff on this being the actual total of new changes on this issue, as it had to be higher. The records given to me show a much higher total. From August through November Laurel Henderson billed the City for \$5,517.12, all generated by the Councilmembers from April, 2011, through November, 2012, the legal fees totaled \$10,467.12. Add in the GIRMA (Georgia Interlocal Risk Management Agency) restitution giving a grand total of \$20,433.52

So, who is responsible for those expenses?

When the Councilmembers found out about the lawsuit filed by Harold Logsdon against me, at the same time I found out, they declared me guilty of slander and libel and told the City Attorney I was not to be indemnified. They did so solely upon the word of Harold Logsdon, never asking anyone else who was party to matter about the truth of the accusation. A political decision, not a legal one.

As GIRMA later stated, that forced me to hire my own lawyer, which was a justifiable expense under my personal GIRMA coverage that I was fully entitled to. GIRMA also stated there was mishandling of the matter initially. They stated I should have had their representation from day one. That, contrary to the lawsuit, I did act as Mayor fully within the duties of my office.

Even with the ruling by GIRMA, the Councilmembers continued to declare me guilty of slander and libel. They also added accusations of stealing for the taxpayers. They did so on the Dais, in the newspapers and even on TV. They appealed to GIRMA to reverse their decision and take back the money, which GIRMA refused to do.

When I threatened legal action, if they reduced my salary, Councilman Imker said I didn't have the money to sue them. The others backed him. They proceeded to reduce my salary, thinking I had no recourse against them.

But, I did hire a lawyer. They were legally threatened with a lawsuit for the salary. A second lawsuit was threatened for slander and libel. They settled and gave me back my salary and were forced to retract their accusations in the Settlement Agreement.

Bottom line here is if the Councilmembers had backed the full and proper handling of this matter at the beginning, the Logsdon lawsuit would have gone away quickly and cheaply, because three foundational claims in the lawsuit would have been refuted on day one.

The lawsuit didn't end out any kindness of the heart. There were facts laid on the table that caused the dismissal.

The Councilmembers claimed I had to ask their permission to file with GIRMA. That was a false claim and admitted to in the Agenda Item on the ordinance requiring notification of Council of any lawsuit. No permission was ever needed.

The Councilmembers claimed they had to authorize payment of a bill from GIRMA. Again, a false claim admitted to during the Agenda Item.

The Councilmembers claimed they had to authorize reimbursement to me by GIRMA. Yet another false claim admitted to during the Agenda Item.

The Councilmembers claimed they had the authority to reduce my salary via the Budget. And again, another false claim so proven by a court ordering a Fayette County judge's salary, with back pay, be restored. The argument for taking his salary was the same as for taking mine.

The Councilmembers claimed I committed libel and slander. In fact, they had libeled and slandered me over a two year period and had to retract their accusations in the Settlement Agreement.

The Councilmembers claimed City indemnification could not be given for accusations of libel and slander. Yet, they gave themselves indemnification when accused of committing libel and slander.

The Councilmembers claimed it required a Council vote to give indemnification. Yet, they gave themselves indemnification without a vote.

The Councilmembers claimed it required a Council vote to hire a lawyer. Yet they hired a lawyer without a vote.

I was innocent of all charges. The Councilmembers broke laws, made false legal claims and committed the very acts, benefiting themselves; they said it was illegal for me to do.

The cost for this whole circus is the responsibility of the Councilmembers and no one else. If they had followed the law and done the right thing, this would have been over quickly in 2011.

That is my statement on this matter. After two years of accusations, it is my turn to set the record straight.

Dienhart interrupted Haddix at one point, saying it was ironic after the earlier announcement that Haddix was making a campaign speech. Haddix said he had not made a campaign speech, but had addressed a legal issue, telling Dienhart he was out of order.

Dienhart moved to replace the chair. Imker seconded. Haddix said that was not a valid motion. Imker asked City Attorney Ted Meeker if that type of motion could be made. Meeker said he needed time to research it as he had not had this happen before. Haddix said he had never heard of it either. It was not in the City ordinances.

Imker suggested Dienhart might have meant to vote on a ruling of the chair or to appeal the ruling of the chair. Dienhart agreed. Imker withdrew his second. Dienhart withdrew his motion.

Haddix told Dienhart he could speak when Haddix was finished, cautioning Dienhart that he would expel him from the meeting if he interrupted again. Dienhart asked whether that was legal. Haddix said it was. Meeker said Dienhart could appeal the ruling of the chair.

Haddix said he made his statement, adding that, as chair of the meeting, he had the right to the last say on any issue. He recognized Dienhart.

Dienhart said Haddix had been campaigning, and there was no reason to make the speech he had made. The issue had gone away, and it was a continuous embarrassment for the City. He saw no reason for Haddix to make the statement. Haddix said he had every right to address a grievance about the actions of others. Haddix said this was his first and last statement on the issue. Dienhart said he had been making statements in the blogs. Haddix said it was his first for the record. He was entitled to make his statement and to have the last word. Dienhart disagreed, saying the City could have won in court, but it would have been phenomenally expensive, which was why Council had settled the lawsuit. Haddix said everyone had a right to their own opinions and to self-defense. He had exercised those rights, and he would continue to exercise them if it was an ongoing issue. As far as the dais was concerned, Haddix said he was done if everyone else was done.

Imker said he had also reviewed the Monthly Reports and had noticed the item in the legal expense. He decided not to address it since they had decided to put the issue behind them, adding it was unfortunate the Mayor had brought the issue up and he wished it had not happened. Haddix said he had been waiting for all the numbers to come out. He could put it behind him if everyone was ready to move on.

Minutes

December 6, 2012, Regular Meeting

Imker moved to approve the December 6, 2012, regular meeting minutes as written. Learnard seconded. Motion carried unanimously.

Consent Agenda

1. **Consider Authorization of Legal Organ**
2. **Consider Annual Indemnification Resolution**
3. **Consider Bid for Ambulance**
4. **Consider Final Budget Amendments – Fiscal Year 2012**
5. **Consider Budget Amendment – Fiscal Year 2013**
6. **Consider Call for Election Resolution**
7. **Consider Alcohol License – NEW – Grazing Here, 2808 Highway 54 West**
8. **Consider Appointment of George Dienhart to the Peachtree City Public Facilities Authority**
9. **Consider Appointments – Peachtree City Airport Authority – Skip Barnette, Joe Woods**
10. **Consider Appointments – Peachtree City Convention & Visitors Bureau – Byron Perryman, Andrew Dunn**
11. **Consider Appointments – Peachtree City Water & Sewerage Authority – John Harrell, Tim Meredith**
12. **Consider Acceptance of Firehouse Subs Public Safety Foundation (\$16,713.36) for Swift Water Rescue Team Dry Suits**

Imker moved to pull items 1 – 12 off the Consent Agenda and to consider them individually. Dienhart seconded. Motion carried unanimously.

1. Consider Authorization of Legal Organ

Imker moved to appoint **Fayette County News/Today in Peachtree City** as the City's legal organ. Dienhart seconded. Motion carried unanimously.

2. Consider Annual Indemnification Resolution

Imker moved to approve the annual indemnification resolution for elected and appointed officials, except officials of authorities, and employees. Learnard seconded. Motion carried unanimously.

3. Consider Bid for Ambulance

Imker explained that one of the reasons for voting on each Consent Agenda item separately was because of the large amount of information Council had received after the initial meeting packet was published. Imker asked Interim Fire Chief Joe O'Connor to explain how the City's ambulances were replaced. O'Connor noted that the oldest of the four ambulances was 10 years old and was scheduled for replacement in 2013. In the past, the boxes had been remounted on new truck chassis, which had saved the City money. However, there were new standards in place for the boxes as well, and the decision was made to buy a completely new vehicle, which included several safety advantages. Four bids were received that met, with a few exceptions, the specifications. The lowest bid was for \$127,152 from Custom Truck & Body Works, which was approximately \$40,000 lower than the next closest bidder. Staff verified the vehicle met the specifications and updated standards. The amount budgeted was \$153,000. In addition, staff recommended purchasing the manufacturer's extended warranty in the amount of \$2,896, bringing the total to \$130,042. Radios and equipment would be bid separately, but should not exceed \$15,000. The entire project should come in under budget by at least \$7,000.

Fleisch asked O'Connor if the remounted ambulances would be abandoned for subsequent purchases. O'Connor said several significant advancements had been made in the National Fire

Protection Association (NFPA) standards and the federal DOT KKK 1822D standards for ambulance construction, including crush resistance of the box, which could not be performed on a remount. O'Connor said it was a safety issue. The cost was less for this new truck than what had been paid for a remount in the past.

Imker asked if the other ambulances were scheduled for replacement in future budgets. O'Connor said they had forecasted the replacement years for the other ambulances in the department's budget planning. Imker said he wanted the citizens to understand the City was doing this the right way, adding he hoped the City would see some revenue when the old truck was sold.

Imker moved to approve the bid from Custom Truck & Body Works, Inc., from Woodbury, Georgia, for \$130,042. Learnard seconded. Motion carried unanimously.

4. Consider Final Budget Amendments – Fiscal Year 2012

Imker asked Financial Services Director Paul Salvatore to go over the reconciliation of the FY 2012 budget, noting there were savings in some departments and overages?? in others. He asked Salvatore which departments did what and why. Imker said he just wanted a basic understanding.

Salvatore said the original projections for the surplus carryover had been just under \$1.4 million. There had been some reallocations throughout FY 2012, and \$430,000 had been appropriated from the surplus carryover, reducing the increase to \$950,000. During the year, the projection was changed to \$832,000. The actual unaudited increase in fund balance was approximately \$1.5 million. He added that it appeared the City would make up the \$430,000 that was appropriated, along with an additional \$162,000. Salvatore added that the City actually ended up \$592,000 better than what was budgeted.

Imker acknowledged the work that had been done by staff, noting staff had extra money their budgets and had not spent it, which was the most significant thing that happened in local government.

Salvatore said many residents had appealed their taxes, and the result was the City received \$109,000 less than what had been budgeted, and it had held a strong tax base. He continued that Court had come in 13% below projections, and the hotel/motel tax came in 11% higher than projected. The budget amendments included adjusting the fund sources that had come in over and under projections.

On the expense side, Salvatore noted that any overages had to be covered at the department level per state law. He quickly went over some of the department budgets that had to be adjusted. Salvatore pointed out that staff generally budgeted for a salary vacancy savings of 2.5%, which was \$633,131. The actual savings was exactly 2.5%. Salvatore reminded Council the figures were unaudited, so there could be additional adjustments.

Imker noted Council's stewardship of the budget, saying Council had made tough decisions three years ago and continued to make them. Council had an option on how to handle the budget three years ago, and Imker had said at that time they would not leave the budget cycle without a long-term fix in place. The fix was put in place, and as a result, the City continued to have a AAA credit rating. The only other cities in Georgia with that high of a rating were Alpharetta and Roswell. Imker said he had studied their budgets. The City would not get good

interest rates without the care that had been taken to manage the budget. He thanked Council, staff, and the citizens who helped to do that.

Dienhart said the hard work had definitely paid off, and they needed to continue to work hard in the future. It was not the time to back off, but to make sure there was a follow-on plan for the future.

Fleisch asked Salvatore what Standard & Poor's and Moody's (bond rating services) were looking for when rating a city. Salvatore said they were looking for any new development, whether the City was spending down the Cash Reserve, as well as other factors. Fleisch asked if there were any other revenue issues they had asked about. Salvatore said they had asked about known factors that would affect revenue, such as a mass exodus of business, adding the City had provided a list of new businesses that were coming in.

Imker moved to approve the final budget amendments for FY 2012. Dienhart seconded. Motion carried unanimously.

5. Consider Budget Amendment – Fiscal Year 2013

Imker said the budget amendment was to add \$9,300 to the training budget for Fire/EMS. Imker moved to approve the budget amendment for FY 2013. Salvatore said there was also an adjustment to move some grant funds from one account to another in the Fire Department budget. Learnard seconded. Motion carried unanimously.

6. Consider Call for Election Resolution

Imker moved to approve the call for election resolution. Learnard seconded. Motion carried unanimously.

7. Consider Alcohol License – NEW – Grazing Here, 2808 Highway 54 West

Imker moved to approve the new alcohol license for Grazing Here pending a satisfactory criminal history. Dienhart seconded. Motion carried unanimously.

8. Consider Appointment of George Dienhart to the Peachtree City Public Facilities Authority

Fleisch moved to appoint George Dienhart to the Peachtree City Public Facilities Authority (PFA). Imker seconded. Imker clarified this appointment was to replace former Council Member Doug Sturbaum, asking what happened with the officers. Meeker said that would be taken care of at the first meeting of the year for the PFA. Motion carried unanimously.

9. Consider Appointments – Peachtree City Airport Authority – Skip Barnette, Joe Woods

Haddix noted there was a memo on the dais. Fleisch moved to appoint Skip Barnette and Joe Woods to the Airport Authority. Imker seconded with the clarification that Joe Woods was the alternate. Fleisch accepted the clarification. Motion carried unanimously.

10. Consider Appointments – Peachtree City Convention & Visitors Bureau – Byron Perryman, Andrew Dunn

Haddix noted there was a memo on the dais. Dienhart moved to appoint Byron Perryman to the hotel/motel position alternate for the term ending on December 31, 2013, and Andrew Dunn to the recreation venue position for the term ending on December 31, 2014. Fleisch seconded. Motion carried unanimously.

11. Consider Appointments – Peachtree City Water & Sewerage Authority – John Harrell, Tim Meredith

Haddix noted there was a memo on the dais. Imker said he was not prepared to appoint additional members to the Peachtree City Water & Sewerage Authority (WASA), adding he was concerned about the way it was going. They were spending a lot of money on public relations to make the public forget about the increase in rates, and one of the proposed appointees had supported WASA taking out the most recent bond without the City's support, which would have increased rates again. Imker said it disturbed him that someone serving on a board did not seem to be serving the best interests of the citizens.

Dienhart agreed, saying it was obvious the best interests of the citizens were not represented by the candidate.

Fleisch suggested tabling the appointments and casting a wider net for volunteer candidates. Haddix said Council had to vote on these appointments before he could call for more interviews. He added that it could become an issue since there were only two members on WASA at this time. Tim Meredith currently served on the board, but his position had expired. Fleisch said she thought WASA had enough members for a quorum. Meeker clarified Meredith would stay in his position until someone was appointed. Haddix said if one of the three did not come to a meeting, then there would not be a quorum. Meeker said that was correct.

Haddix said he could not call for interviews if there were not seats open. Meeker said Council did not have to select anyone; they were nominees until they were appointed. Haddix said they could not advertise for volunteers since they already had nominees. Meeker said they could advertise for one position and an alternate.

Imker said he wanted to reject one of the nominees and continue the other at this time. He wanted to speak with the nominee before approving his nomination to ensure he would work in the best interests of the citizens.

Imker moved to reject the recommendation to appoint Tim Meredith the WASA board. Dienhart seconded. Haddix said this was hard because the selection committee had a long debate on this appointment. Motion carried 4-1 (Haddix). Haddix added that it was hard to get nominees and this would not make it any easier.

Haddix said he and Learnard both wanted to appeal to the public to step up and volunteer for WASA, and he did not feel this would help.

Imker clarified that he wanted the public to know WASA still had a functioning quorum, including Meredith, who would remain on the board until he was replaced. He wanted to have a public discussion with the citizens about WASA and its continued existence. He was surprised no one was stepping up to serve with the recent rate hike. He wanted the public discussion to happen.

Dienhart said it was an important issue. People were upset about the rate hike. He did not feel the people running WASA were doing so at the residents' behest. They seemed to have made some questionable decisions.

Imker moved to continue John Harrell's selection and to advertise for all open WASA positions, making sure Meredith remained on the board pending his replacement by appointment. Learnard seconded. Motion carried unanimously.

12. Consider Acceptance of Firehouse Subs Public Safety Foundation Grant (\$16,713.36) for Swift Water Rescue Team Dry Suits

Haddix noted there was an additional document on the dais.

Dienhart said the Fire Department had done a fantastic job of securing the grant. The public owed them so much, and they were going out on their own to find money for the equipment they needed.

O'Connor recognized Firefighters Matt Peczka and Andrew Dalton, who worked to get the funding. He continued that the two had worked with the Firehouse Subs franchisee in Newnan a year ago to get the grant package together. The department had been a finalist last year, and they had polished the application and re-submitted this year. The grant was for just over \$20,000. O'Connor publicly thanked the two firefighters.

Learnard moved to accept the Firehouse Subs Public Safety Foundation (\$20,003.90) for Swift Water Rescue Team dry suits. Dienhart seconded. Motion carried unanimously.

Old Agenda Items

12-12-CA2 Consider REVISED Development Agreement for The Gates

Planning & Zoning Administrator David Rast presented the latest revisions to the agreement.

Rast said staff had a schematic for a welcome sign based on the existing sign at SR 74/SR 54. The cost estimate was \$15,000, but could be more or less depending on the ultimate design. It would be located within the 50-foot landscape buffer along SR 74, and per the zoning, it would be owned and maintained by either the owners of the office buildings or the homeowners association (HOA), or both. Rast said the City did not have a landscape plan for the area, adding those were part of the plat review process through staff and the Planning Commission. Rast read several sections from the LUR-16 zoning ordinance, which stated the landscaping in the buffer and around the sign would be maintained by the HOA or the office tract owners, or both, in perpetuity. Rast clarified that the applicant had provided a copy of the agreement they had worked out with WASA and the Somerby tract owner, which was a stand-alone agreement between the entities that defined the responsibilities for funding the pump station.

Haddix asked if the HOA agreement could be perpetual, similar to the Queen of England agreements, which would take care of the maintenance on the gateway sign. Bob Rolader said there would be a mandatory HOA for all homeowners and for the office park portion of the development. Any maintenance requirements would be shared by those tenants. Haddix said one form of agreement let the covenants expire in 20 years, while another form was self-renewing. Meeker added that a statute was approved a few years ago that allowed HOA covenants to automatically renew to get around the rule of perpetuity, and staff could make sure that language was included to ensure there was an understanding about the landscape and sign maintenance. Rolader added that the deeds would include mandatory covenants for the HOA and office buildings as well. The HOA and the business association would share the costs of maintaining the sign and landscaping.

Fleisch asked if the raised median would be included. Rolader said anything to do with landscaping and landscape maintenance would be under the maintenance requirements, and the HOA and the business owners association would share in the cost. Fleisch asked if lights and an irrigation system would be included. Rolader said he understood the landscape plan had to be reviewed by the City's landscape architect and then go to the Planning Commission.

Imker said he was still concerned about the landscaping and the sign. There was a \$24,000 commitment from the developer to provide maintenance. He asked what the original intent of

the agreement was, and whether the \$24,000 had always been in the agreement or not. The developer's chart identified five areas of contribution: \$36,000 for paths, \$60,000 for sewer, \$160,000 for land, and \$34,000 for the sign, as well as another \$590,000 in additional contributions from the developer for buffers, rights-of-way, and other things. The \$34,000 for the sign was specifically broken out into two pieces -- \$10,000 for the sign, and \$24,000 for maintenance. Imker referred to paragraph 11 in the agreement, which included the \$24,000, adding staff had put that in the development agreement, not unilaterally, but based on the developer's chart. The \$24,000 was to be provided by the developer, not the future residents of The Gates community. The developer changed the agreement to say the area would be maintained by the HOA for 20 years. Imker did not agree with the change and wanted the City to get the \$24,000, which was the original intent. The only solution Imker could see was for the developer to put the \$24,000 in escrow and let the HOA use it for the maintenance for 20 years.

Haddix said, long term, there would be more bang for the buck if the HOA took care of the sign and landscaping. Rolader said he understood the City wanted the sign, but did not want to maintain it, which made sense. The sign was a small part of the project. The developer would be feeding money to the HOA for five to six years. Many developers called that a loan to the HOA. When the HOA was up and running, the developer took the money back. Rolader said that was not their intention. Rolader continued that the City had two options -- to let the HOA and business owners maintain the sign and landscaping forever or to accept the \$24,000 and send a crew out to maintain the area, which Rolader understood the City did not want to do.

Haddix said a perpetual agreement was the cheapest way to go. It was easy to spend \$1,500 to \$2,000 per year on landscaping, which meant the \$24,000 would be gone in 12 years. He said it was better for the HOA to have the responsibility and establish its own standards for consistency throughout the development. He knew the sign would be taken care of.

Dienhart asked about the possibility of the homeowners dissolving the HOA covenants in future. Haddix said that could happen, but there had to be 100% agreement from the homeowners. It would also be in the deeds. Rolader said the homeowners would want to take care of their property.

Fleisch was concerned that the original estimate for the sign had been \$10,000, and it was now estimated at \$15,000. Rast explained there had never been a concept for the sign. Staff had come up with a design that was compatible with the civic sign at SR 54/SR 74, but it could be scaled back. Rolader said, if the City liked the concept, they would commit to building the sign with a \$15,000 cap. They would be able to build it cheaper than the City or a sign company.

Haddix said he supported that.

Imker asked for assurances from staff that the \$24,000 was not a show stopper, asking if there was anything else like this in the City where the HOA took care of the landscaping outside of their subdivision. Rast said Centennial had a similar situation. The Centennial HOA maintained the landscaped areas owned by the City on MacDuff Parkway just beyond the Cedarcroft subdivision entrance, as well as all of the internal landscaping. There were several subdivisions where the HOAs maintained their monument signs and entrances to their developments. Rast said staff used the Centennial model for this development. Haddix added his subdivision had maintained the Dover Square entrance for 26 years.

Imker said he had been convinced the HOA was the proper way to go with the perpetuity language, and it was a long-term solution.

Imker moved to approve the development agreement as presented to Council with the changes to paragraph 10 – changing \$10,000 to \$15,000 based on the concept; and at the end of the first sentence right after "SR 74/SR 54," a comma to be inserted and "or shall construct such sign" added. The changes to paragraph 11 included adding a comma and the words "and the sign itself" after "the HOA of The Gates should be responsible for maintaining the landscaping around the sign." Additional language should be added to paragraph 11 to provide for extension of the covenants beyond the 20 years in accordance with Georgia law. Learnard seconded. Motion carried unanimously.

New Agenda Items

01-13-01 Consider Appointment to Council Director Seat on Convention & Visitors Bureau

Dienhart nominated Fleisch for the appointment to the Council director seat on the Convention & Visitors Bureau. Learnard seconded. Motion carried 4 – 1 (Haddix).

01-13-02 Consider Lease/Purchase Schedule #2 via Governmental Finance Corp. with JP Morgan Chase

Imker moved to approve Lease/Purchase Schedule #2 via the Governmental Finance Corporation with JP Morgan Chase. Dienhart seconded. Motion carried unanimously.

01-13-03 Consider Changes to Recreation Fees

Community Services Director Jon Rorie addressed Council, saying staff was trying to close the loop on recreation fees, noting Council had already approved an increase in programming fees and facility rental fees. Staff had also been asked to look at the Special Event process.

Rorie gave a brief overview of the finances for Kedron Fieldhouse and the Recreation Department, noting the Recreation budget included revenues of \$439,000, with \$1,510,878 in expenditures. Revenues were 20% of the budget, and personnel costs (\$514,000) were 34% of the budget. Kedron's budget included revenues of \$412,000, with expenditures of \$653,000. Revenues were 63% of the budget, and personnel costs (\$172,000) were 26%. Rorie added that Recreation's employees included all of the full-time employees, as well as the seasonal employees at Recreation, which included The Fred. Rorie said they were working to close the gap, adding Recreation would never be 100% fully funded by fee revenue.

Rorie compared what the City spent on recreation with other Class B cities. Of the six cities used in the comparison, the largest amount spent on recreation per capita was \$119.70 in Gainesville, which had a population of 33,804 and a \$4,046,175 recreation budget. Douglasville, population 30,961, spent \$15.22 per capita and had a recreation budget of \$471,279. Peachtree City (population 34,364) spent a total of \$63 per capita on recreation (\$43.97) and Kedron Fieldhouse (\$19). The City's per capita expense was right in the middle of the Class B cities. The City's recreation budget was \$1,510,878, and Kedron's annual budget was \$652,793. Rorie continued that, when looking at the General Fund only, the cost of recreation (\$31.21) and Kedron (\$7.01) totaled \$38 per capita. Recreation was budgeted at \$1,072,345 and Kedron was budgeted at \$240,919.

An electrical analysis of the City's recreation facilities showed the City spent \$85,000 annually. The breakdown included baseball, \$24,000; BMX, \$2,500; football, \$7,000; lacrosse, \$8,000; soccer, \$15,000; hockey, \$10,000; adult softball, \$8,000; and girls softball, \$11,000. Rorie continued that there were nine concession stands, and the average cost of electricity for each was \$4,000. Staff had turned off the electricity in the concession stands for the winter, and the early indication after one month was the City was saving 25% of the cost by just turning off the switch. Fleisch asked Rorie to explain what "turning off the switch" entailed. He said they were

not keeping the freezers, refrigerators, or air conditioners running to keep candy cool during the winter, and the appliances and air conditioning were turned off or unplugged.

Recreation Administrator Cajen Rhodes addressed fees, noting that recommendations for recreation fee increases were presented at the May 1 workshop. Council approved the recommendations at the May 3 Council meeting as outlined. The recommendations were reviewed by the Recreation Advisory Board. A "10 visit" punch card was created for both gym and pool users, and that came out of the discussions. The swimming pool fees were reviewed as requested by Council. Daily fees stayed the same, quarterly passes were increased slightly, and an annual pass was created.

Rhodes continued that meetings with sports associations and instructors were held to get feedback. Sports association fee increases were implemented immediately. Facility rental rate increases and contract instructor fees were restructured reflecting recommendations that had been received. Special Event permit fees were created for presentation and approval.

Rhodes said the City had either facilitated or put on 55 special events in the last year. Currently, a \$200 deposit was assessed for a special event and was returned at the conclusion of event. Staff time was used to process the permit application and to hold meetings to ensure a successful event with minimal impact on the community. Currently, the City provided supplies and support for events, including staff time, tables, chairs, barricades, bleachers, and other items. Recreation staff time was also used to work the events and to deliver items to the event sites.

Rhodes continued that the proposed fees for special events included an application fee of \$25 for a Class 1 event (50 people or less), \$50 for a Class 2 event (100 people or less), \$100 for a Class 3 event (100 people or more), and \$100 for a Class 4 event (3,000 people or more). The proposal included charging rental fees for tables (\$4 each), chairs (\$1 each), traffic barricades (50¢ each), pedestrian barricades (\$4 each), traffic barrels (\$1 each), traffic cones (50¢ each), 5,000 kilowatt or 10,000 kilowatt generators (\$100/\$150 per day), and electrical fees (\$25). The recommendation also included packages of tables and chairs. Package 1 included 25 tables and 50 chairs for \$100, and Package 2 included 50 tables and 100 chairs for \$200. The fees were per event with a maximum of three days. Rhodes pointed out that the event organizers were already paying for what they needed from the Police, Fire, and Public Works departments.

For comparison, Rhodes said the 2012 Sprint Triathlon's actual labor cost to the City was \$887.27. Under the new fee schedule, the City would receive \$400 for the requested equipment and application fee, which would help in recouping some of the labor cost.

Fleisch said the City had basically been giving away the venues and staff support for the events for years. Rhodes said the City was overcoming years of providing things for free. Rhodes acknowledged the special events were a great value to the community, and staff did not want to force the events to leave the City. However, the City could not continue down the same path.

Rhodes said staff recommended approval of the fees as presented with an effective date of February 1, 2013, if approved by Council.

Fleisch moved to approve the changes to the Recreation Special Event fees. Learnard seconded. Motion carried unanimously.

Council/Staff Topics

Hot Topics

City Manager Jim Pennington said a Notice to Proceed would be going out to investigate a problem on Hip Pocket Road. There was a severe stormwater issue approximately 1,500 feet from the intersection with McIntosh Trail. A 36-inch stormwater line had apparently collapsed and would have to be removed and, most likely, replaced with a larger pipe. The pipe that collapsed took water runoff from SR 74, and when the highway was widened, and detention was missing. Another 23 acres also flowed into that site. This was the third episode on Hip Pocket. This was one of the reasons for the Capital Improvement Plan.

Two weeks of workplace harassment training classes were scheduled for the end of January. The training would be conducted by the law firm of Elarbee, Thompson, Sapp & Wilson, LLP. It was mandatory for all employees and would start January 23.

Pennington continued that staff was working on updating the City Administrative Regulations and Manuals (CARs and CAMs), which were the City's policies. Teams were working on them and trying to consolidate and update them. He hoped to complete the project by May. The second project was a complete revision of the Personnel Policy, which Pennington said was good when it was created, but it was now cumbersome and had too many steps and too many things that needed revision.

Pennington said it was also time to assess Public Safety operations. There were good people working in the departments, and now was the time to find out if changes were needed.

In spring or early summer, a request for proposal for a pay/classification study would be sent out. Pennington noted that one had not been done for 10 years. Dienhart asked if pay would go to a merit based system. Pennington said it was merit-based system, but it had not been used. The evaluations and the merit-based system were separate entities, and staff was working on that in-house. The evaluation system in place was cumbersome and needed revision. Dienhart noted the new Human Resources software would allow staff to determine the costs of projects. Pennington said staff did not want to put the new software on the system until it was working as it should, adding the City was now with Presidio as the Information Technology management company.

A national search would be conducted for the Fire Chief position. Pennington said that did not exclude any internal candidates. He had found a national search was an effective tool. Council would make the appointment.

Fleisch thanked Learnard, Pennington, and other members of staff for attending the Association of Fayette County Governments (AFCG) meeting on January 8. Fleisch added that training for the AFCG would be conducted by the Carl Vinson Institute on February 9 in the City.

Learnard said she received an "atta boy" email on December 26 from a resident regarding a huge tree that had fallen across the road. The resident praised Public Works employees Marty Davis and Demarcus Hunter for their cheerful attitudes when they came to remove the tree.

Haddix said he had received an "atta boy" from a resident regarding the behavior of a police officer who gave her a ticket on Spear Road. The resident said, except for getting the ticket, it was a pleasant experience and the officer was wonderful.

Imker noted that Lake McIntosh was filling due to the recent rains, and the bottom of the lake was covered. The park area was not completed yet, but it was a first-class development.

Imker referred to a recent letter in **The Citizen** from a resident who sent in photos of furniture in a dumpster that had been removed from the Recreation Administration Building prior to starting the renovation. The resident claimed in the letter the City was wasting money by throwing away good furniture. Imker thanked staff for sending correct information on what was happening, and he read the letter sent by staff. The staff letter included a phone number and e-mail address so citizens could address any concerns. Imker continued that the staff letter explained that all useful items had been removed, and the remaining furniture had been damaged during the June 2012 arson fire at Kedron Fieldhouse. Other items remained after a public sale in March 2012. Imker urged residents to contact the City before writing similar letters.

Dienhart thanked Public Information Officer/City Clerk Betsy Tyler for her quick and professional response in getting the correct information out to the public after the letter was published. Pennington noted that the Recreation Administration basement had become the dumping spot for the City over the years, and many of the items were mildewed. Pennington praised staff for the work done in getting rid of the items, adding there were still items in the basement that could be used or sold.

Dienhart moved to convene in executive session to discuss threatened or pending litigation at 9:19 p.m. Learnard seconded. Motion carried unanimously.

Imker moved to reconvene in regular session at 9:49 p.m. Fleisch seconded. Motion carried unanimously.

There being no further business to discuss, Fleisch moved to adjourn the meeting. Imker seconded. Motion carried unanimously. The meeting adjourned at 9:50 p.m.

Pamela Dufresne, Deputy City Clerk

Don Haddix, Mayor

City Council of Peachtree City
Special Called Meeting Minutes
January 30, 2013
9:00 a.m.

The Mayor and City Council of the City of Peachtree City met in special called meeting on Wednesday, January 31, 2013. Mayor Haddix called the meeting to order at 9:00 a.m. Other Council Members in attendance: George Dienhart, Vanessa Fleisch, Eric Imker, and Kim Learnard.

The purpose of the meeting was to consider approval of the Water & Sewerage Authority (WASA) Bond Resolution and to consider re-appointment of Kim Learnard and Vanessa Fleisch to (PFA) Public Facilities Authority board (both 3 year terms).

Consider Approval of the Water & Sewerage Authority (WASA) Bond Resolution

Haddix asked if there was a need for a presentation on the agenda item. Council consensus was not to have a presentation. The purpose of the resolution was for the Series 2013 bonds to refinance the outstanding amounts of the WASA Series 2002 and 2005 bonds and to authorize the Mayor to execute the bond purchase agreement.

Imker moved to adopt the resolution for the WASA bond that authorized the Mayor to sign the bond documents. Learnard seconded. Motion carried unanimously.

Financial Services Director Paul Salvatore introduced the bond attorneys. Todd Barnes told Council the refinancing would have originally saved \$50,000 per year on debt services, but the actual saving would be \$220,000 per year, with an overall savings of approximately \$3.1 million. The interest rate on the bond was 2.08%, which was credited to the City's AAA bond rating.

Consider Re-appointment of Kim Learnard and Vanessa Fleisch to Public Facilities Authority (PFA) Board (both 3 year terms)

Dienhart moved to reappoint Kim Learnard and Vanessa Fleisch to the PFA board for three-year terms. Imker seconded. Motion carried unanimously.

There being no further business to discuss, Dienhart moved to adjourn the meeting. Imker seconded. Motion carried unanimously. The meeting adjourned at 9:03 a.m.

Pamela Dufresne, Deputy City Clerk

Don Haddix, Mayor

City Event Calendar

	<u>February</u>	<u>March</u>
	2/5 – Special Election, GA House District 71 2/5 – Council Workshop (Tentative), 6:30 pm 2/7 – City Council Meeting, 7 pm 2/9 – Stargazing Program, Glenloch, 10 p.m. 2/16 – Father/Daughter Dance, Kedron, 7 pm 2/21 – City Council Meeting, 7 pm	3/1 – Registration ends for Senior Homestead Exemption 3/5 – Council Workshop (Tentative), 6:30 pm 3/7 – City Council Meeting, 7 pm 3/21 – City Council Meeting, 7 pm
<u>April</u>	<u>May</u>	<u>June</u>
4/2 – Council Workshop (Tentative), 6:30 pm 4/4 – City Council Meeting, 7 pm 4/18 – City Council Meeting, 7 pm 4/20 – March of Dimes Walk, Picnic Park, 9 am 4/28 & 29 – WW II Heritage Days, ARA-Falcon Field, 9 am	5/2 – City Council Meeting, 7 pm 5/7 – Council Workshop (Tentative), 6:30 pm 5/16 – City Council Meeting, 7 pm 5/27 – Memorial Day, City Offices Closed	6/4 – Council Workshop (Tentative), 6:30 pm 6/6 – City Council Meeting, 7 pm 6/20 – City Council Meeting, 7 pm
<u>July</u>	<u>August</u>	<u>September</u>
7/2 – Council Workshop (Tentative), 6:30 pm 7/4 – Independence Day, City Offices Closed – Parade & Fireworks 7/18 – City Council Meeting, 7 pm	8/1 – City Council Meeting, 7 pm 8/6 – Council Workshop (Tentative), 6:30 pm 8/15 – City Council Meeting, 7 pm 8/26, 8:30 am – 8/30, 4:30 pm – Qualifying for Municipal Election, City Hall	9/2 – Labor Day, City Offices Closed 9/3 – Council Workshop (Tentative), 6:30 pm 9/5 – City Council Meeting, 7 pm 9/19 – City Council Meeting, 7 pm
<u>October</u>	<u>November</u>	<u>December</u>
10/1 – Council Workshop (Tentative), 6:30 pm 10/3 – City Council Meeting, 7 pm 10/12 & 13 – Great Georgia Airshow, 10 am 10/17 – City Council Meeting, 7 pm	11/5 – Election Day, 7 am – 7 pm 11/5 – Council Workshop (Tentative), 6:30 pm 11/7 – City Council Meeting, 7 pm 11/21 – City Council Meeting, 7 pm 11/28 & 29 – Thanksgiving Holiday, City Offices Closed	12/3 – Run-off Election if needed 12/3 – Council Workshop (Tentative), 6:30 pm 1/25 – City Council Meeting, 7 pm 12/19 – City Council Meeting, 7 pm 12/24 & 25 – Christmas Holiday, City Offices Closed

Note: Items in **BOLD** are new additions

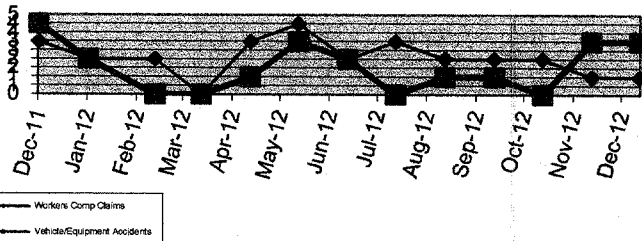
Updated 2/1/2013

Administrative Services

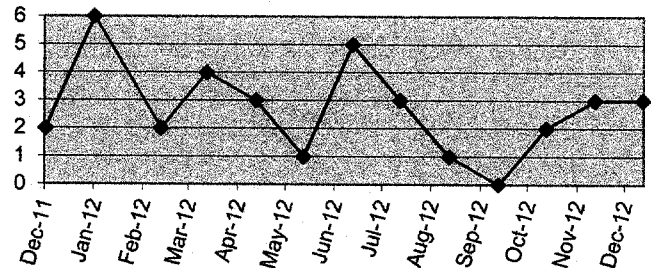
Monthly Report

Human Resources & Risk Management

Workers Comp Claims & Vehicle/Equipment Accidents



Employee Resignations/Terminations



Turnover Rate (Annual)

FY 2013 (YTD)

2.67%

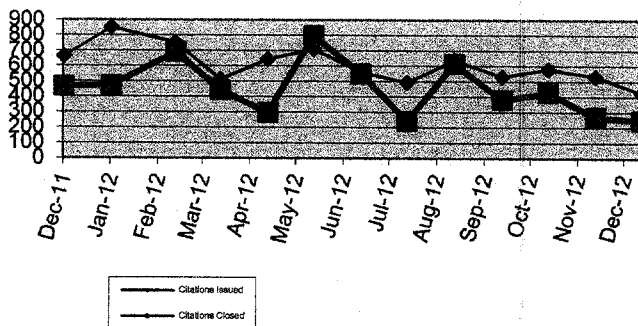
FY 2012

10.69%

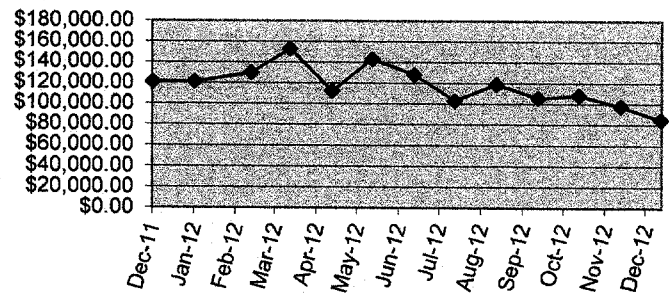
NOTES: FY 2013 figures do not include RIFs or seasonal positions.

Municipal Court

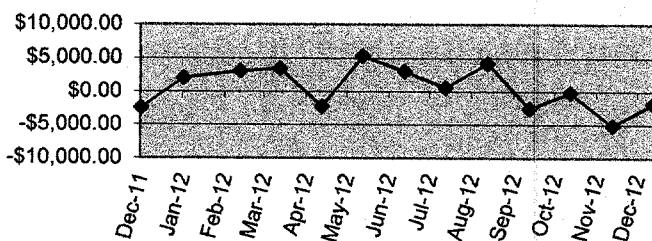
Citations Issued vs Closed



Fines Assessed*



Jail Fund Balance**
\$124,534.75
as of December 31, 2012



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

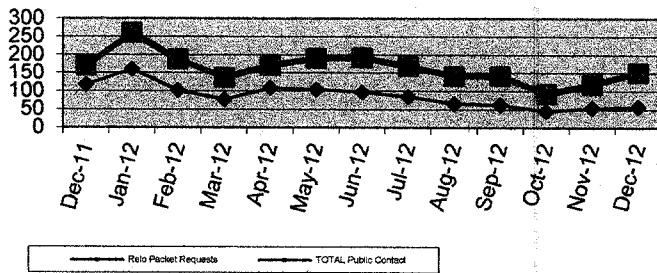
** A positive Jail Fund Balance reflects a credit with the County based on jail fees paid versus number of prisoners housed

Administrative Services

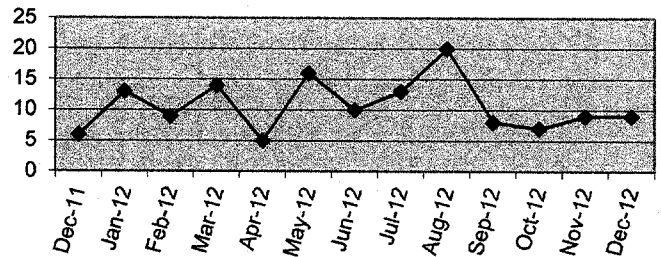
Monthly Report

Public Information

Public Contact / Comments / Questions



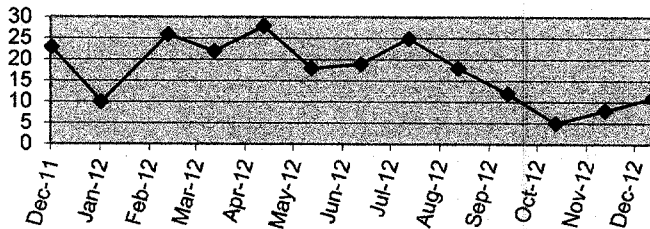
Open Records / Discovery Requests



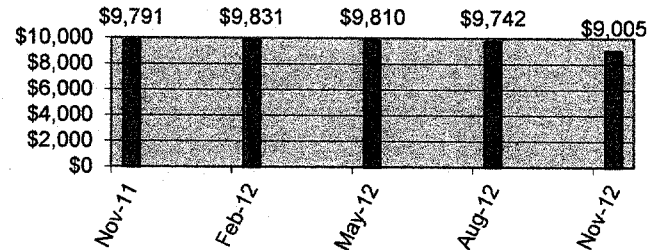
NOTE: Packet Request form added to web site 3/21/2011

City Clerk

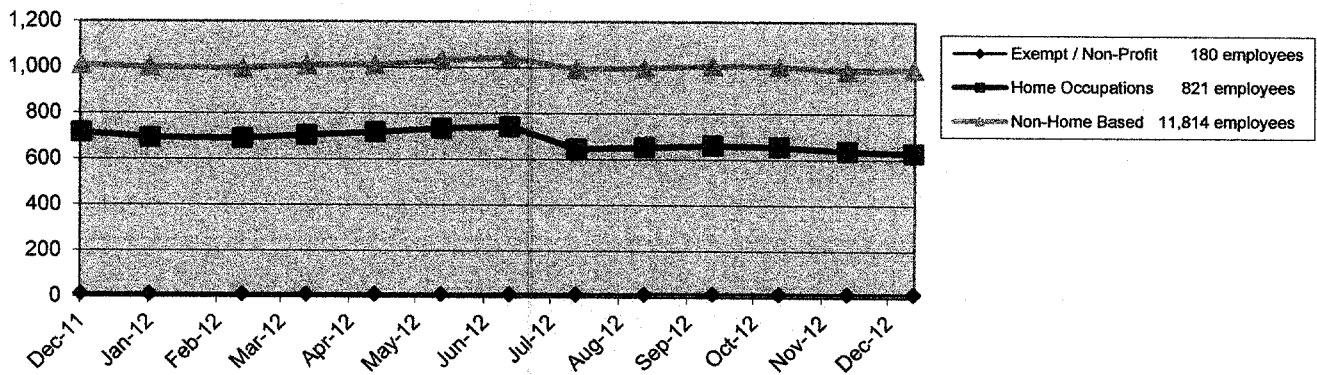
New Businesses Registered



Quarterly Sanitation Franchise Fees



**Registered Businesses
(with current employment figures)**



Note: April - June finalizes the annual registration and eliminates closed businesses for previous year. New businesses are added as they register.

Top 10 Employers by # of employees:

NCR, Cooper Lighting, Panasonic, Hoshizaki, Alenco, Wal-Mart, Kroger (Kedron), Avery Dennison, Southland Nursing Home, Kroger (Braelinn)

City Council Monthly Report

DEPARTMENT: PLANNING & ZONING
SUPERVISOR: DAVID RAST

FISCAL YEAR: 2013
CREATOR: KATHY GRAY

As of: 1/28/2013

MONTH:	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
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Single Family Units:	1	5	2									
Single Family C.O.'s	2	4	1									
Multi Family Units	0	0	0									
Multi Family C.O.'s	0	0	0									
Miscellaneous*	34	22	26									
INSPECTIONS:	169	176	173									

COMPARISON CHART			
YTD FY 2013	YTD of FY 2012	YTD of FY 2011	
8	4	1	
7	5	4	
0	0	0	
0	0	0	
82	83	14	
518	366	123	

New Construction:	1	0	1									
Non-Residential C.O.'s	5	2	8									
Expansion/Renovation/Tenant Finish	6	5	4									
Miscellaneous*	7	3	1									
INSPECTIONS:	96	73	79									

2	0	0	
15	20	4	
15	14	3	
11	4	0	
248	317	84	

DEVELOPMENT PERMITS	2	2	5									
POPULATION ESTIMATE:	34,444	34,454	34,456									
BUILDING PERMIT FEES	\$18,965	\$61,187	\$24,934									

9	3	2	
34,456	38,681	38,627	
\$92,076	\$106,844	8,266	

Tree Removal Permits:	67	44										
Sign Permits:	\$700	\$200	\$700									
Barrier/Special Event Permits:	\$295	\$205	\$55									
New Construction Plan Reviews:	\$415	\$1,350	\$700									
Other Plan Reviews/Permits:	\$325	\$1,685	\$650									
Misc. permit fees	\$57	\$67	\$195									
Fire Department Permit Fees:	\$900	\$1,985	\$1,350									
TOTAL PLAN REVIEW FEES	\$2,692	\$5,492	\$3,850	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

111	OE	OE	
\$1,600	\$1,360	\$500	
\$555	\$935	\$130	
\$2,465	\$900	\$0	
\$2,860	\$5,823	\$648	
\$319	\$0	\$200	
\$4,235	\$2,800	\$1,088	
\$12,034	\$11,818	\$2,566	

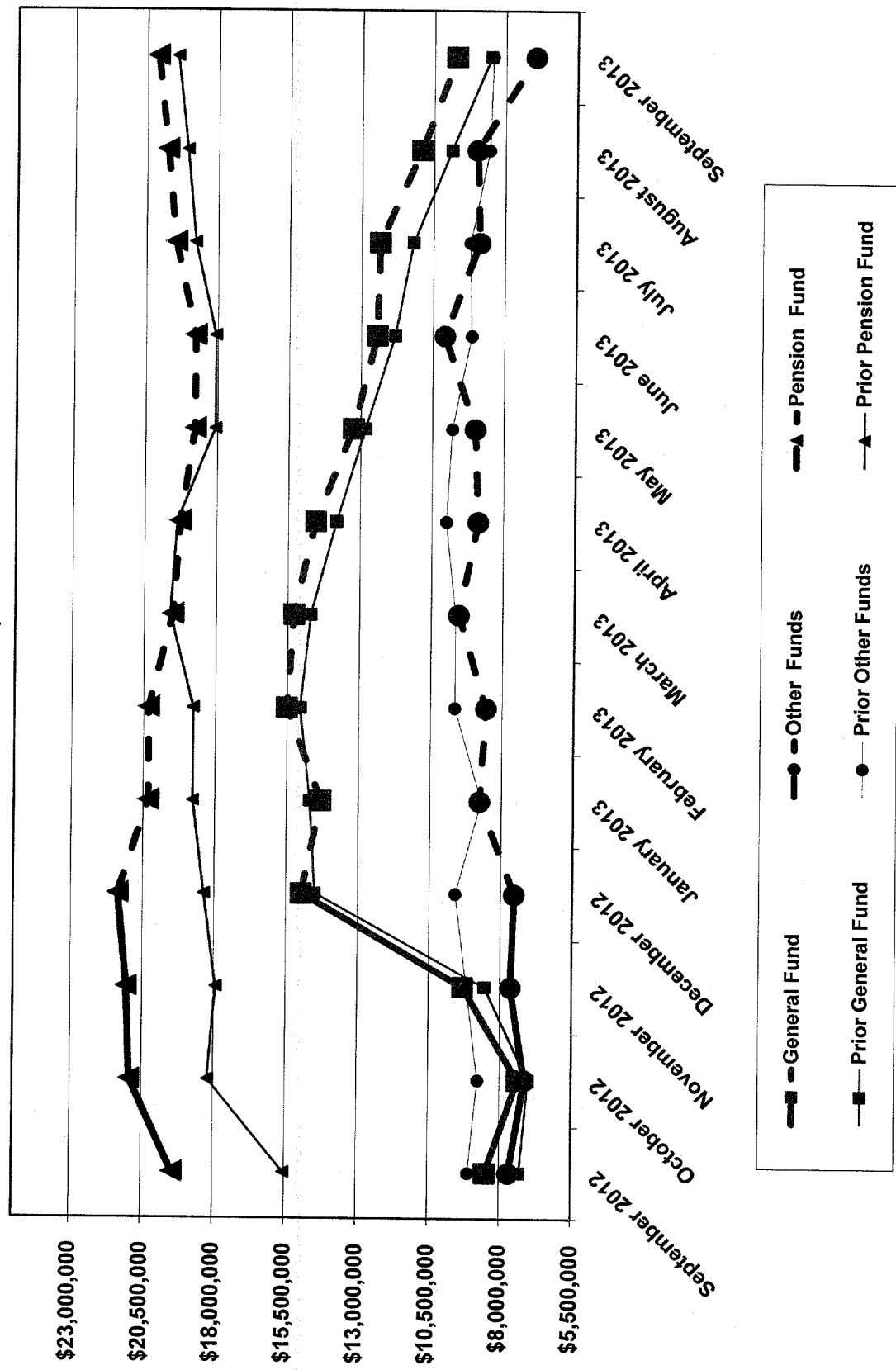
\$104,110	\$109,652	\$111,110	
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* Miscellaneous permits are: Fences, Pools, Additions/Renovations, Fencing, etc.

* Based on 2.00 people per residential CO

† Other plan reviews: Soil Erosion permits, Land Disturbance Fee, Site Plan & Final Site Plan review.

CITY OF PEACHTREE CITY
FISCAL YEAR 2013 (with prior year comparison and current year estimates)
MONTHLY ENDING CASH/INVESTMENT BALANCES
(UNAUDITED)



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

CITY OF PEACHTREE CITY
MONTHLY REPORT
GENERAL FUND AND HOTEL/MOTEL TAX FUND
BUDGET COMPARISON (UNAUDITED)
FOR THE THREE MONTHS ENDED DECEMBER 31, 2012

PERCENTAGE OF BUDGET YEAR COMPLETED 25% (ACTUAL TRANSACTIONS STILL PENDING)

GENERAL FUND REVENUES BY MAJOR CATEGORIES				
Description	2013 Budget	YTD Actual	Dollar Difference	Percentage To-Date
General Property Taxes	\$ 11,832,989	\$ 10,465,942	\$ (1,367,047)	88.45%
Franchise Taxes	2,628,893	91,125	(2,537,768)	3.47%
Local Option Sales Tax	6,537,861	1,595,023	(4,942,838)	24.40%
Other Sales & Use Taxes	718,870	178,405	(540,465)	24.82%
Business Taxes	2,135,151	1,960,693	(174,458)	91.83%
Licenses & Permits	655,664	332,216	(323,448)	50.67%
Intergovernmental/Grants	251,613	66,722	(184,891)	26.52%
Charges for Services - Other	1,137,463	209,760	(927,703)	18.44%
EMS Billings	473,704	26,257	(447,447)	5.54%
Fines & Forfeitures	1,215,392	192,615	(1,022,777)	15.85%
Investment Income	57,429	10,668	(46,761)	18.58%
Other Revenue	160,146	26,153	(133,993)	16.33%
Other Financing Sources	310,370	68,560	(241,810)	22.09%
Total General Fund Revenues	\$ 28,115,545	\$ 15,224,139	\$ (12,891,406)	54.15%
Surplus Carryover	574,727			
Total General Fund	\$ 28,690,272			

GENERAL FUND EXPENDITURES BY DIVISION AND/OR TYPE				
Division and/or Type	2013 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Executive Services	\$ 395,197	\$ 97,373	\$ 297,824	24.64%
Administrative Services	1,209,179	254,853	954,326	21.08%
Financial Services	1,154,065	249,136	904,929	21.59%
Police Services/Code Enforcement	7,022,969	1,723,292	5,299,677	24.54%
Fire/EMS Services	6,908,103	1,553,906	5,354,197	22.49%
Public Works/Buildings & Grounds/Engineering	5,018,135	1,038,584	3,979,551	20.70%
Community Services	4,287,867	928,023	3,359,844	21.64%
Non-Divisional:				
Unemployment Insurance	48,000	5,802	42,198	12.09%
Council Contingency	-	-	-	0.00%
Non-Profit Organizations	22,500	-	22,500	0.00%
Transfer to Development Authority	-	-	-	0.00%
Transfers to Other Funds	2,652,992	1,148,150	1,504,842	43.28%
Liability Insurance	94,205	2,133	92,072	2.26%
Litigation Services	102,000	23,203	78,797	22.75%
General Administration/Miscellaneous	46,318	-	46,318	0.00%
Budgeted Savings	(271,258)	-	(271,258)	0.00%
Total General Fund	\$ 28,690,272	\$ 7,024,455	\$ 21,665,817	24.48%

HOTEL/MOTEL FUND REVENUES				
Description	2013 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Total Hotel/Motel Taxes	\$ 826,112	\$ 205,681	\$ (620,431)	24.90%

HOTEL/MOTEL TRANSFERS OUT				
Type	2013 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Transfer to General Fund	\$ 275,371	\$ 68,560	\$ 206,811	24.90%
Transfer to Tourism Association	550,741	137,121	413,620	24.90%
Total Hotel/Motel Transfers Out	\$ 826,112	\$ 205,681	\$ 620,431	24.90%

CITY OF PEACHTREE CITY
FINANCIAL SERVICES
MONTHLY REPORT
(UNAUDITED)
AS OF DECEMBER 31, 2012

SUMMARY OF OVER \$10,000 EXPENDITURES APPROVED BY CITY MANAGER DECEMBER 2012			
Description	Vendor	Award	Date
2013 Ford Interceptor Utility Vehicle	Allan Vigil Ford Fayetteville	\$ 26,999.24	12/6/2012
2013 Ford Interceptor Utility Vehicle	Allan Vigil Ford Fayetteville	29,026.41	12/6/2012
Bunker Gear	Municipal Equipment Company	29,670.00	12/19/2012
Interview Room Camera Replacement	Coban Technologies	13,000.00	12/11/2012
PURCHASING REPORT FOR MONTH ENDED December 31, 2012 AND December 31, 2011			
Activity	Fiscal Year 2013	Fiscal Year 2012	
Purchase Orders / Requisitions Processed	131	203	
City Store Requisitions Processed	14	13	
Sealed Bids Requested	6	3	
Requests for Proposals	0	0	
Bids Awarded	7	2	
Requests for Proposals Awarded	0	0	
Contracts Prepared	7	0	
Electronic Auction	0	0	
Fixed Assets Purchased	5	1	
2013 Inceptor Utility Vehicles (2)			
Mini Excavator			
Interview Room Camera			
HVAC for PD			

CITY OF PEACHTREE CITY
DONATIONS RECEIVED
DECEMBER 2012

PARKS

Historical Marker

Readers' Digest

\$ 1,000.00

TOTAL MONTH OF DECEMBER 2012

\$ 1,000.00

**CITY OF PEACHTREE CITY
LITIGATION SERVICES
FISCAL YEAR 2013
PAID AS OF DECEMBER 31, 2012**

Litigation Services (100-1505-579130)

<u>Vendor</u>	<u>Month Paid</u>	<u>Project</u>	<u>Amount</u>
GIRMA	October 2012	EEOC Claim	\$ 5,898.11
	October 2012	EEOC Claim	49.40
GIRMA	November 2012	EEOC Claim	3,357.90
HENDERSON & HUNDLEY	November 2012	Haddix vs. City Hall	2,445.00
SUMNER/MEEKER	November 2012	BCS	33.00
	November 2012	EEOC Claim	1,577.84
	November 2012	Claim	495.00
	November 2012	LOST	561.00
	November 2012	Mrosek	440.00
	November 2012	EEOC Claim	957.00
	November 2012	Triad	451.00
	December 2012	BCS	176.00
	December 2012	EEOC Claim	451.00
	December 2012	EEOC Claim	1,167.51
	December 2012	EEOC Claim	44.00
	December 2012	LOST	2,855.15
	December 2012	Mrosek	473.00
	December 2012	EEOC Claim	187.00
	December 2012	Triad	1,584.00

\$ 23,202.91

Amount Reported - December 2012 Monthly Report to City Council

\$ 23,202.91

ACTIVITY DESCRIPTION	UNIT	October	November	December	January	February	March	April	May	June	July	August	September	FY2013 YEAR-TO-DATE	FY2012 YEAR-TO-DATE
Items - Acquired	Num.	520	693	366										1,579	1,141
Items - Circulated	Num.	37,687	34,388	29,493										101,568	110,293
Items - Loaned to Other Libraries	Num.	1,278	1,134	1,080										3,492	3,449
Items - Borrowed From Other Libraries	Num.	2,331	1,871	1,564										5,766	6,151
Class Visits	Num.	3	2	0										5	5
Group Meetings	Num.	46	34	18										98	99
Monthly Traffic	Num.	29,411	19,097	18,658										67,166	58,715
Children's Programs	Num.	22	18	9										49	43
Number of Participants	Num.	983	368	216										1,567	2,000
Adult Programs	Num.	4	5	2										11	8
Number of Participants	Num.	90	43	68										201	197
Revenue from Overdue Books	Dis.	4,670	4,139	3,839										12,648	11,023
Revenue from Copies Made	Dis.	409	651	431										1,491	1,906
Reference Assistance	Num.	853	1,515	1,128										3,496	4,151
Internet Usage	Num.	2,585	2,208	1,873										6,666	8,077
Volunteers	Num.	42	39	35										116	99
Number of Hours Worked	Num.	341	272	195										808	746
eBook/Audio Downloads	Num.	923	774	928										2,625	2,606

Notes: Support services for distance learning continues to be an asset for residents. Library staff proctored a record 377 exams in 2012 netting \$5,810. Expanded ebook collection coming in 2013 through OverDrive's "Advantage" program, making more copies available for our region with less wait time. Upcoming programs include - Coca-Cola Space Science Center Mobile Astronomy Lab (February & March) which will feature a digital portable planetarium as well as a nighttime stargazing program complete with telescopes. Family Stargazing Night on Feb. 9th is "sold out" with 125 registered and 74 on waiting list. Events are sponsored by the Friends of the Library.

PEACHTREE CITY POLICE DEPARTMENT

2012 MONTHLY REPORT

NOVEMBER 2012 DECEMBER 2012

2012 2011
 Calendar Year to Date Calendar Year to Date

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

TOTAL PART I CRIMES	28	43	474	465
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<u>DUI ARRESTS</u>	13	12	151	165
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DRUG ARRESTS: Marijuana, Methamphetamine, Cocaine, Other (opium, heroin, etc)

TOTAL DRUG ARRESTS:	8	11	105	88
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OTHER ARRESTS

PROPERTY CRIMES	8	19	232	186
PERSON CRIMES	6	5	98	63
TRAFFIC OFFENSES	16	21	217	321
OTHER	29	17	331	368

<u>CALLS ANSWERED:</u>	4,257	4,491	48,420	68,881
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TRAFFIC:

CITATIONS ISSUED	502	443	6,985	8,803
CITY ORDINANCES	22	23	495	516
WARNINGS	761	614	10,020	11,223
ACCIDENTS	98	118	1,158	1,122

TOP 5 ACCIDENT LOCATIONS – MONTH

HWY 74 / HWY 54	9
HWY 54 / PLANTERRA	3
HAY 54 / HUDDLESTON	3
HWY 74 / WISDOM	3
HWY 54 / MARKET PLACE	3

Peachtree City Code Enforcement Monthly Report 2012

	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	2011 YTD
Case Summary													
Cleanliness of Premises (Grass)													
New Cases	0	1	87	181	152	40	69	80	92	21	2	2	497
NOVs Reactive	0	0	2	8	3	6	6	10	4	2	0	1	40
NOVs Proactive	0	1	85	171	149	33	62	70	88	18	2	1	453
Citations	0	0	0	1	0	0	0	0	1	0	0	0	6
Unfounded	0	0	0	1	0	1	1	0	0	1	0	0	1
Cleanliness of Premises (Trash)													
New Cases	25	49	25	27	28	18	21	32	20	28	24	15	344
NOVs Reactive	3	5	6	3	7	4	2	1	6	7	2	3	61
NOVs Proactive	22	39	18	23	20	13	19	29	13	20	21	10	270
Citations	0	2	0	0	0	0	0	0	0	0	0	0	12
Unfounded	0	4	1	1	1	1	0	2	1	1	1	2	7
Cleanliness of Premises (Auto)													
New Cases	76	45	37	32	19	19	11	15	18	18	17	11	243
NOVs Reactive	2	0	3	0	2	1	0	1	1	3	0	0	16
NOVs Proactive	73	45	33	32	16	16	11	14	17	15	17	11	224
Citations	1	0	0	0	0	0	0	0	0	0	1	2	3
Unfounded	0	0	1	0	1	2	0	0	0	0	0	0	2
Parking Restrictions													
New Cases	15	17	30	24	29	21	29	29	19	21	36	31	273
NOVs Reactive	4	2	12	2	4	1	3	5	8	1	1	2	31
NOVs Proactive	11	15	17	22	24	20	24	23	11	20	35	29	202
Citations	0	0	0	0	0	0	0	0	0	0	0	0	5
Unfounded	0	0	1	0	1	0	2	1	0	0	0	0	15
Accessory Use to Dwellings													
New Cases	16	22	22	19	19	14	16	22	18	16	26	12	189
NOVs Reactive	0	0	2	2	0	0	1	3	2	0	2	0	15
NOVs Proactive	15	22	20	17	19	14	15	18	14	16	24	10	173
Citations	0	0	0	0	0	0	0	0	0	0	0	0	3
Unfounded	1	0	0	0	0	0	0	1	2	0	0	2	1
Sign Violations													
New Cases	8	7	16	18	25	16	18	17	8	14	20	22	181
NOVs Reactive	1	1	2	0	1	5	1	0	2	1	3	2	29
NOVs Proactive	7	6	14	17	23	10	17	17	4	13	17	20	149
Citations	0	1	0	0	1	0	0	0	0	0	0	0	2
Unfounded	0	1	0	1	0	1	0	0	2	0	0	0	1
Rehabs													
New Cases	0	2	3	2	4	2	1	4	1	1	0	0	18
NOVs Reactive	0	2	2	2	4	2	1	4	0	1	0	0	4
NOVs Proactive	0	0	1	0	0	0	0	0	1	0	0	0	14
Citations	0	0	0	0	0	0	0	0	0	0	0	0	1
Unfounded	0	0	0	0	0	0	0	0	0	0	0	0	0
Miscellaneous													
New Cases	7	12	17	22	26	186	32	23	12	29	20	24	325
NOVs Reactive	0	4	3	8	13	7	15	7	3	7	7	12	80
NOVs Proactive	7	4	9	12	8	177	13	12	7	16	11	11	224
Citations	0	0	0	0	2	1	2	3	0	2	0	0	12
Unfounded	0	4	5	2	3	1	4	1	2	5	2	1	16
Totals													
New Cases	147	155	237	325	302	316	197	222	188	148	145	117	2062
NOVs Reactive	10	14	32	25	34	26	29	31	26	22	15	20	278
NOVs Proactive	135	132	197	294	259	283	161	183	155	118	127	92	1765
Citations	1	3	0	1	3	1	2	3	1	2	1	2	44
Unfounded	1	9	8	5	6	6	7	5	7	7	3	5	43
Signs Confiscated	71	63	141	212	136	156	305	151	167	141	164	118	1140
Parks Checked	143	116	118	114	127	102	110	125	137	137	155	139	5608

September 2012 - Code Enforcement attempted to hand deliver 50 delinquent Stormwater Bills. Results to date are \$977.74 in delinquent stormwater fees collected.
 October 2012 - Code Enforcement attempted to hand deliver 75 delinquent Stormwater Bills. Results to date are \$2,769.41 in delinquent stormwater fees collected.
 November 2012 - Attempted to hand deliver 6 delinquent Stormwater Bills. Results to date are over \$3,450. Attempted to hand deliver 28 Alarm Fee Letters.
 December 2012 - Attempted to hand deliver 23 Alarm Fee Letters.

Public Works Monthly Reports

Activity Description	Unit	December-12	FY2013 YTD	Annual Goal
Average time to complete vandalism repairs once notified	Days	1	1.5	3
Average time to respond to a citizen complaint and assign action	Days	1.3	3.8	5
Streets				
Street Patching	Hrs.	0	251	2,500
Street Crack Sealing	Hrs.	0	0	435
Street General Maintenance	Hrs.	685	2,170	2,000
Storm Water Maintenance	Hrs.	467	1,414	12,480
Street Sweeping	Ft/MIs	117,564/20.2	212,604/38.2	360
Cart Paths				
Cart Path Paving	Ft.	0	4,772	21,000
Cart Path Litter Removal	Hrs.	181	503	1,250
Time to remove trees on paths once reported	Days	1	1.3	2
Cart Path Drainage Maintenance	Hrs.	82	478	1,450
Cart Path General Maintenance	Hrs.	742	1,865	3,250
Signs				
Average time to respond to traffic sign maintenance issues	Days	1.0	1.0	2
Signs Changed over to new reflectivity and mixed letter standard (completion date 2018)	Each	20	50	500
Contracted Services				
Time for contractor to remove trees once notified	Days	2.0	2.0	3
Time for landscaping and mowing contractor to fix an issue once notified	Days	0.0	1.3	2
Time for contractor to remove dead animals and debris from road once notified.	Days	1	1.0	1
Preventative Maintenance				
Average time to complete a preventative maintenance on a Light Car/Truck	Hrs	3.00	3.1	3
Average time to complete a preventative maintenance on a Heavy Truck	Hrs	7	4.6	6
Average time to complete a preventative maintenance on a Heavy Equipment	Hrs	7	5.0	6
Ratio of time spent on preventative maintenance versus other repair items		.85 TO 1	0	2 to 1
Facility Maintenance				
Sports Complex Maintenance	Hrs.	338	1,006	2,500
Parks General Maintenance	Hrs.	31	93	435
General Maintenance	Hrs.	388	1,404	2,000
Vandalism	Hrs.	0	0	0
Litter Removal	Hrs.	89	267	2,000
Building Maintenance	Hrs	372	1,128	2,500

Note: General maintenance line items include activities not included in paving operations. These include but are

**CITY OF PEACHTREE CITY
RECREATION REVENUE
AS OF DECEMBER 31, 2012
WITH COMPARISONS TO DECEMBER 31, 2010, 2011, & 2012**

	ACTUAL THRU DECEMBER			ORIGINAL BUDGET		BUDGET ADJUSTMENTS		CURRENT BUDGET		ACTUAL THRU DECEMBER	
	FY 2010	FY 2011	FY 2012	FY 2013				FY 2013		FY 2013	2012
RECREATION REVENUE											
Program Fees - Recreation	\$ 5,801	\$ 3,866	\$ 5,102	\$ 187,533.00	\$ -	\$ 187,533	\$ 9,460				
Program Fees - Kedron	20,753	29,456	24,805	188,268	-	188,268	29,535				
Program Fees - Kedron Open Gym	-	-	-	17,275	-	17,275	3,379				
Facility Maintenance Rec.- Athletic Assoc.	-	-	-	93,000	-	93,000	20,575				
Facility Maintenance Ked- Athletic Assoc.	-	-	-	\$62,500	-	62,500	-				
Facility Rental - Recreation	460	1,531	250	8,000	-	8,000	759				
Facility Rental - Kedron	840	2,530	3,217	17,789	-	17,789	5,068				
Program Fees - Pool Fees/Passes	19,200	18,326	30	96,042	-	96,042	10,478				
Program Fees - Kedron Swim Teams	-	-	-	6,000	-	6,000	11,999				
Program Fees - Kedron Swim Lessons	-	-	-	24,000	-	24,000	608				
Program Fees - Rec Pool Revenue	2,395	-	275	12,000	-	12,000	90				
	\$ 49,449	\$ 55,709	\$ 33,679	\$ 712,407	\$ -	\$ 712,407	\$ 91,951				

Recreation Programming Notes- Our Adult winter basketball season began on the 11th and 13th with 193 players participating on 16 teams. The Peachtree City Youth basketball program has started its basketball season and they have roughly 350 youth using the Kedron facility. Kedron hosted a Nike basketball camp December 27- 29 with 30 athletes participating.

Special Events Notes- Hometown Holiday Event at City Hall on the 1st. The Jingle Bell Run was at Peachtree City Elementary and the surrounding cart paths on the 1st as well.

Tournaments Notes- Riley Park was utilized as one of two locations for a Lacrosse Tournament on the 1st and 2nd.

PEACHTREE CITY CONVENTION & VISITORS BUREAU ATTENDANCE RECORD

2 Year Term (unless specified below)

December-12

Term of Appointment

Report Date: Month Year

Name & Term Length (start/end)	Meetings Held Past 12 Months	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
Kai Wolter 01/01/12 - 12/31/13	11	11	11	0		100%
Shayne Robinson Until no longer Recreation & Special Events Chairperson	11	11	10	1	5/16/2012	91%
Sherri Smith Brown 02/2012 - 12/31/13	11	9	7	2	07/18/2012 10/17/2012	78%
Tim Dunlap 1/1/2011 - 12/31/2012	11	11	4	7	10/19/2011 11/16/2011 05/16/2012 07/18/2012 08/15/2012 11/14/2012 12/19/2012	36%
Vanessa Fleisch 1/1/12 - 12/31/12	11	11	10	1	4/18/2012	91%
Zaheer Faruqi 1/1/12 - 12/31/2013	11	11	5	6	01/18/2012 02/13/2012 04/18/2012 08/15/2012 10/17/2012 12/19/2012	45%
Rick Barnes 1/1/12 - 12/31/13	11	11	10	1	11/14/2012	91%



Date: January 16, 2013
To: City Council
From: Peachtree City Convention & Visitors Bureau Board of Directors
Executive Director
RE: Approval of Agreement with CVB for Financial and Other Services

Request:

The Peachtree City Convention & Visitors Bureau, Inc. ("the CVB") Board of Directors is requesting approval from City Council for the Agreement with the CVB for Financial and Other Services.

Summary:

The CVB Board of Directors, at their January 16th, 2013 Regular Meeting approved the agreement with the City for Financial and Other Services. The Agreement formalizes the arrangement between the City and CVB to provide City employees and services in connection with the CVB operations. Specifically, the agreement details the executive, financial, information technology and marketing services that are provided by City employees to the CVB as well as allowing the CVB to use the City vehicle maintenance and gasoline for the CVB Van. The CVB will reimburse the City for all costs incurred on a quarterly basis.

Agreement

This Agreement entered into this _____ day of _____ 2013 by and between The City of Peachtree City, Georgia, a body politic acting by and through the City Council of the City of Peachtree City (hereinafter the "City"), and the Peachtree City Convention & Visitors Bureau, Inc., a non-profit Corporation under the laws of the State of Georgia (hereinafter the "CVB").

WITNESSETH:

WHEREAS, the CVB desires to obtain certain labor, payroll, accounting/financial, marketing and sales, executive director and information technology services from the City in connection with the operation of the CVB; and

WHEREAS, the City is willing to provide certain labor, payroll, and information technology services for the CVB for said purposes.

NOW THEREFORE, the parties hereto do hereby agree as follows:

Article I

1.01 Scope of Work:

In accordance with a prior request of the CVB, the City agrees; subject, however to certain stipulations as hereinafter set forth, perform the following work for the CVB:

- A. Provide payroll services to the CVB, including but not limited to all withholding, IRS reporting, issuing payroll checks and related activities.
- B. Assist in the preparation of the annual audit of the CVB.
- C. Provide information technology services to the CVB.
- D. Provide a city employee for the purpose of acting as the recording secretary for the CVB.
- E. Provide maintenance and gasoline for CVB vehicles.
- F. Provide a city employee for the purpose of providing accounting/financial services to the CVB.
- G. Provide a city employee for the purpose of providing administrative and office administration services to the CVB.
- H. Provide a city employee for the purpose of providing marketing and sales services to the CVB.
- I. Provide a city employee for the purpose of providing executive director services to the CVB.
- J. Provide funding for performers at the Frederick W. Brown, Jr. Amphitheater in an amount not to exceed the amount budgeted for such performers in the City's Budget. The CVB will be responsible for contracting with and paying

such performers. All revenues from the Frederick W. Brown, Jr. Amphitheater shall remain property of the city.

1.02 Stipulations:

- A. The CVB understands and agrees that the ability of the City to perform all such requested services is subject to the City's own work schedule and subject further to the availability of the necessary City employees.
- B. The city understands and agrees that the employees referenced in Paragraph 1.01 (F) (G), (H) and (I) shall make their primary focus the work to be done for the CVB pursuant to this Agreement.

Article II

2.01 Responsibility:

- A. The CVB agrees to be responsible for, and to indemnify the City against, any and all third party claims that arise out of the City's performance of the services for the CVB set forth in this agreement.
- B. To the extent permitted by Georgia law, the City agrees to be responsible for, and to indemnify the CVB against any and all third party claims that arise out of the City's performance of this Agreement and for any action(s) of such employees when providing services to the City.

Article III

3.01 Term:

This agreement shall begin on the date that it has been executed by both parties and shall expire on December 31, 2013. This agreement shall automatically renew for a period of one year, beginning on January 1 and ending on December 31 of each such succeeding year, unless either party hereto provides notice to the other party of its intention to terminate this Agreement, which notice must be provided on or before October 31 of each year that this Agreement is in effect.

Article IV

4.01 Changes & Modifications:

This Agreement may be amended, revised, changed or modified only by the mutual written agreement of the parties hereto.

Article V

5.01 Compensation:

- (A) The CVB agrees to reimburse the City for salary and benefits based on the actual number of hours worked in providing the services outlined in paragraph 1.01 (A) through (H), or based upon the budgeted amount in the CVB budget which is approved by the City Council.
- (B) Such payment shall be paid on a quarterly basis by the CVB, said payment due and payable not later than the twentieth (20th) day of the month following the quarter .
- (C) The City agrees to reimburse the CVB for all amounts owed to performers at the Frederick W. Brown Amphitheater, Jr. Amphitheater by the time such payments are due and payable by the CVB, as outlined in paragraph 1.01 (J).

In addition to the payments referenced above, the CVB agrees to reimburse the City for all expenses, including overtime pay, FICA, Medicare, retirement benefits and other withholding paid by or on behalf of the City to the employee(s) who provides the services of recording secretary and/or who provides police services to the CVB. In addition, the CVB agrees to reimburse the City for all actual expenses incurred for parts and fuel provided for CVB vehicles. Said amounts shall be billed on an as-needed, but not less than quarterly basis, and shall be billed based upon the hours of work and the hourly rate of the employee who performs such work and the actual cost of parts and fuel provided to the CVB.

Article VI

6.01 Agreement supplemental to other agreements.

This Agreement shall be supplemental to any other agreements between the City and the CVB. In the event that such other agreements are terminated, this Agreement shall automatically terminate; provided, however, that the termination of this Agreement shall not affect the status of such other agreements.

[Signatures of parties on next page]

Signed this _____ day of _____ 2013.

City of Peachtree City, Georgia

By _____
Mayor

Attest:

City Clerk

**Peachtree City Convention &
Visitors Bureau, Inc.**

By _____
Chairperson of the Peachtree City
Convention & Visitors Bureau, Inc.

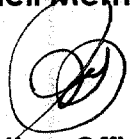
Attest:

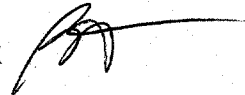
Secretary

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 

FROM: Public Information Officer/City Clerk 

DATE: February 1, 2013

SUBJECT: Consider Residential Curbside Sanitation Franchise Agreement –
Dependable Waste Services, Inc.
February 7, 2013, City Council Meeting

Recommendation:

That Council approve the standard franchise agreement and addenda 1 & 2 for Dependable Waste Services, Inc., and authorize pending confirmation of the required insurance levels.

Discussion:

Attached is a copy of Dependable Waste Services' application to be included among the City's approved residential curbside sanitation companies. Dependable has purchased the customer base from Raintree Services, which Council approved in the spring of 2012. Council has approved five other haulers under the same terms and conditions.

Budget Impact:

This item should have no additional budget impact.

SANITATION FRANCHISE APPLICATION

(return with executed Franchise Agreement)

APPLICATION DATE: 1-16-2013
Company Name: Dependable Waste Services, Inc.
DBA (List all): _____
CURRENT # of PTC Customers: 26
Manager/Owner: Doug Matthews
Physical Address: 334 County Farm Rd. Zebulon, CA 30295
Mailing Address: P.O. Box 1308 Zebulon, CA 30295
Business Phone: 770-567-1733
Web Site: www.dependablewasteservices.com

Quarterly Residential Service Rate for:

\$ 42.00 Weekly Garbage & Recycling (must be combined in base rate) – **FOR PUBLICATION
ON CITY WEB SITE**

\$ _____ Yard Debris (required service, additional charge permitted)
Frequency of Yard Debris Pickup _____

Other Services Available

☐ Twice Weekly Service

☒ Two carts

☒ Bulky Waste

☒ Back Door Service (disabled)

☐ Back Door Service (other)

☐ Other (describe) _____

Contact Information:

Customer Service Phone Number: 770-567-1733

Customer Service Email: dependable.waste@yahoo.com

City Representative Name: Doug Matthews

Title: owner/operator

Email: trashman62@hotmail.com

Daytime Phone Number: 770-567-4033

Cell Phone Number: 770-550-2418

Emergency Phone Number (nights/weekends): 770-550-2418

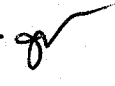
ATTACH: Insurance Certificate
Executed Agreement

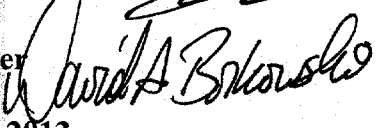
APPROVED BY COUNCIL: _____

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager 
Financial Services Director *P.S.*
Community Development Director 
City Planner *DANNA*
Public Services Director 

FROM: City Engineer 

DATE: January 28, 2013

SUBJECT: Dedication of Sewer Easements to Water and Sewage Authority –
Meade Field
February 7, 2013 City Council Meeting

Recommendation:

Staff recommends the dedication of temporary construction and permanent sewer easements to the Peachtree City Water and Sewerage Authority (WASA) for the installation and maintenance of a new pump station and sewer lines at Meade Field.

Discussion:

WASA has been working for several months with the developers of Somerby and The Gates to design and construct a regional lift station to serve these developments and the Meade restrooms. The design is complete and has been approved by the City and has been Bid out.

Therefore in order for WASA to proceed they will need the attached easements approved by the City. The easements have been reviewed by Staff and the City Attorney and are acceptable.

Any damage to the parking lot and access road will be repaired by the sewer contractor. The developers of The Gates will be paying for the connection to the Meade Restrooms.

Budget Impact:

There is no financial liability to the City for this agenda item.

Attachments

Sewer Easement Documents

After recording, return to:

Theodore P. Meeker, III
Sumner Meeker, LLC
14 East Broad Street
Newnan, GA 30263

**STATE OF GEORGIA
COUNTY OF FAYETTE**

DEED OF EASEMENT

THIS INDENTURE, made and entered into this _____ day of _____ in the year 2013, between The City of Peachtree City as party of the first part, hereinafter referred to as "GRANTOR", and the Peachtree City Water and Sewerage Authority, a political subdivision of the State of Georgia, as party of the second part, hereinafter referred to as "GRANTEE" (GRANTOR and "GRANTEE" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESS THAT: Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these present does hereby grant, bargain, sell, alien, convey and confirm unto the said Grantee the following:

SANITARY SEWER EASEMENT: A perpetual non-exclusive easement over, through, under and across certain property described below being a permanent easement approximately 1.04 acres as described within the plat titled *Meade Field Regional Pump Station #36, Exhibit A Sanitary Sewer Easement*, dated 1/14/2013 (Exhibit "A"). Such exhibit is, by this reference, incorporated herein and made a part hereof. That certain property, upon which this easement crosses, is more fully described in the Legal Description (Exhibit "A-1") attached hereto and is, by this reference, incorporated herein and made a part hereof. The purpose of the grant of easement is to allow the Grantee, through its agents and employees, the right and privilege to install, construct and maintain a gravity sanitary sewer line and forcemain with all necessary and required pipes, conduits and apparatus, over, through, under, and across the subject property. The permanent easement herein granted shall be perpetual in duration. The Grantee shall return the permanent easement area back to original condition in the area of the access drive and parking lot.

CONSTRUCTION EASEMENT A: A nonexclusive temporary construction easement over, through, under and across certain property described below being a temporary construction easement approximately 0.30 acres as described within the plat titled *Meade Field Regional Pump Station #36, Exhibit B Construction Easements*, dated 1/14/2013 (Exhibit "B"). Such exhibit is, by this reference, incorporated herein and made a part hereof. That certain property, upon which this easement crosses, is more fully described in the Legal Description (Exhibit "B-1") attached hereto and is, by this reference, incorporated herein and made a part hereof. The purpose of the grant of

easement is to allow the Grantee, through its agents and employees, the right and privilege to install, and construct a gravity sanitary sewer line and a forcemain, together with all necessary and required pipes, conduits and apparatus, over, through, under, and across the subject property. The temporary construction easement herein granted shall be temporary in nature and shall expire immediately after construction is complete and accepted by the City of Peachtree City. The Grantee shall endeavor to return the temporary construction easement area back to original condition as much as practical.

CONSTRUCTION EASEMENT B: A nonexclusive temporary construction easement over, through, under and across certain property described below being a temporary construction easement approximately 0.06¹/₄ acres as described within the plat titled *Meade Field Regional Pump Station #36, Exhibit B Construction Easements*, dated 1/14/2013 (Exhibit "B"). Such exhibit is, by this reference, incorporated herein and made a part hereof. That certain property, upon which this easement crosses, is more fully described in the Legal Description (Exhibit "B-2") attached hereto and is, by this reference, incorporated herein and made a part hereof. The purpose of the grant of easement is to allow the Grantee, through its agents and employees, the right and privilege to install, and construct a gravity sanitary sewer line and a forcemain, together with all necessary and required pipes, conduits and apparatus, over, through, under, and across the subject property. The temporary construction easement herein granted shall be temporary in nature and shall expire immediately after construction is complete and accepted by the City of Peachtree City. The Grantee shall endeavor to return the temporary construction easement area back to original condition as much as practical.

The Grantor shall assume no liability for injuries or damages to public users of the City's easements, and Grantor shall forfeit no other property rights by virtue of the existence of this easement on his property.

This instrument shall be binding upon the heirs, successors and assigns of the Grantor herein and shall inure to the benefit of the successors in interest of the grantee herein.

IN WITNESS WHEREOF, the grantor has hereunto set their hands and seals, or if corporate, have caused this document to be executed by its duly authorized officers and its seal to be hereunto affixed, as of this day and the year first above written.

OWNER:

By:

Printed Name

Signature

Signed sealed and delivered,
In the presence of

Witness

NOTARY:

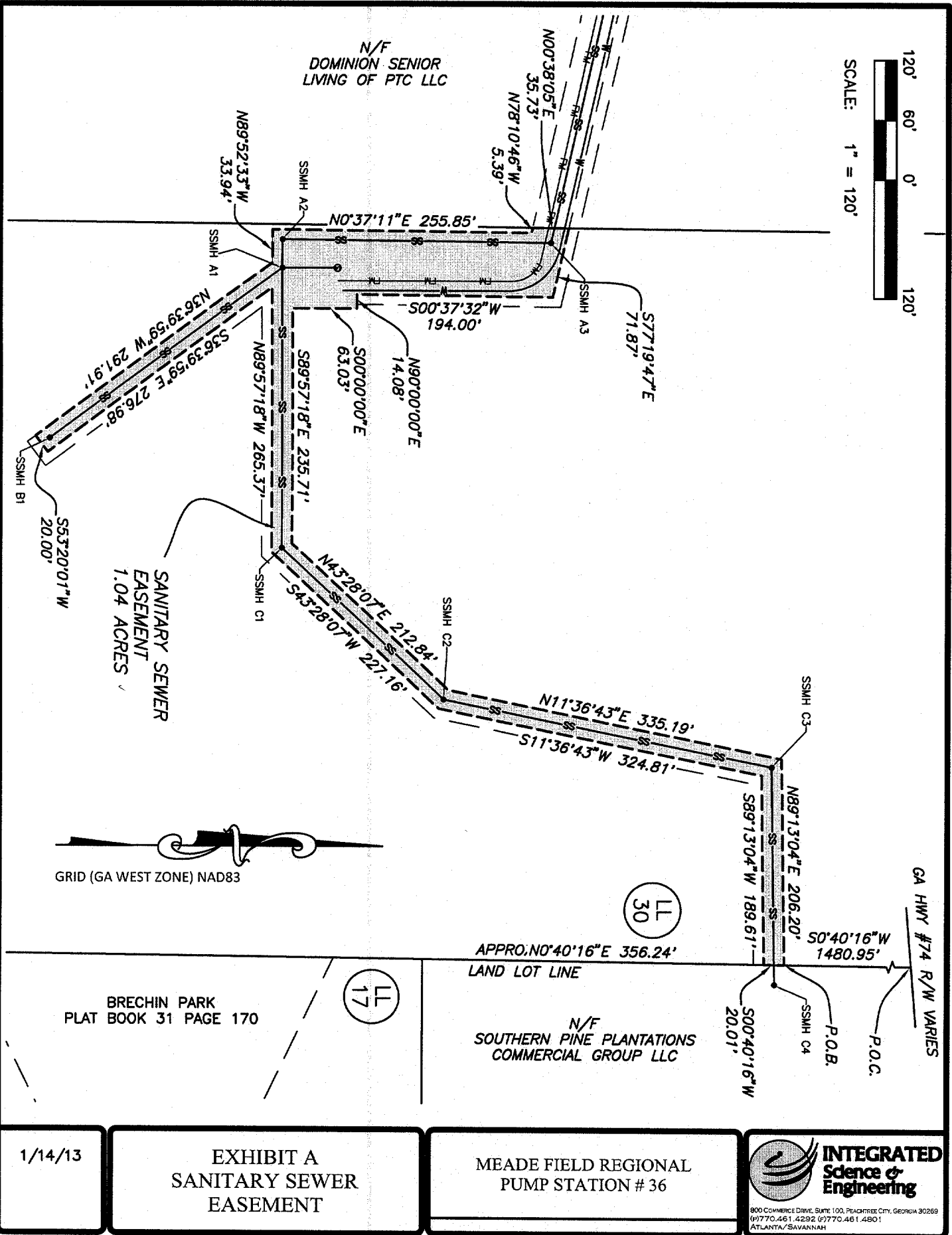
Printed name

Signature

My Commission expires:

SEAL

SCALE: 1" = 120'

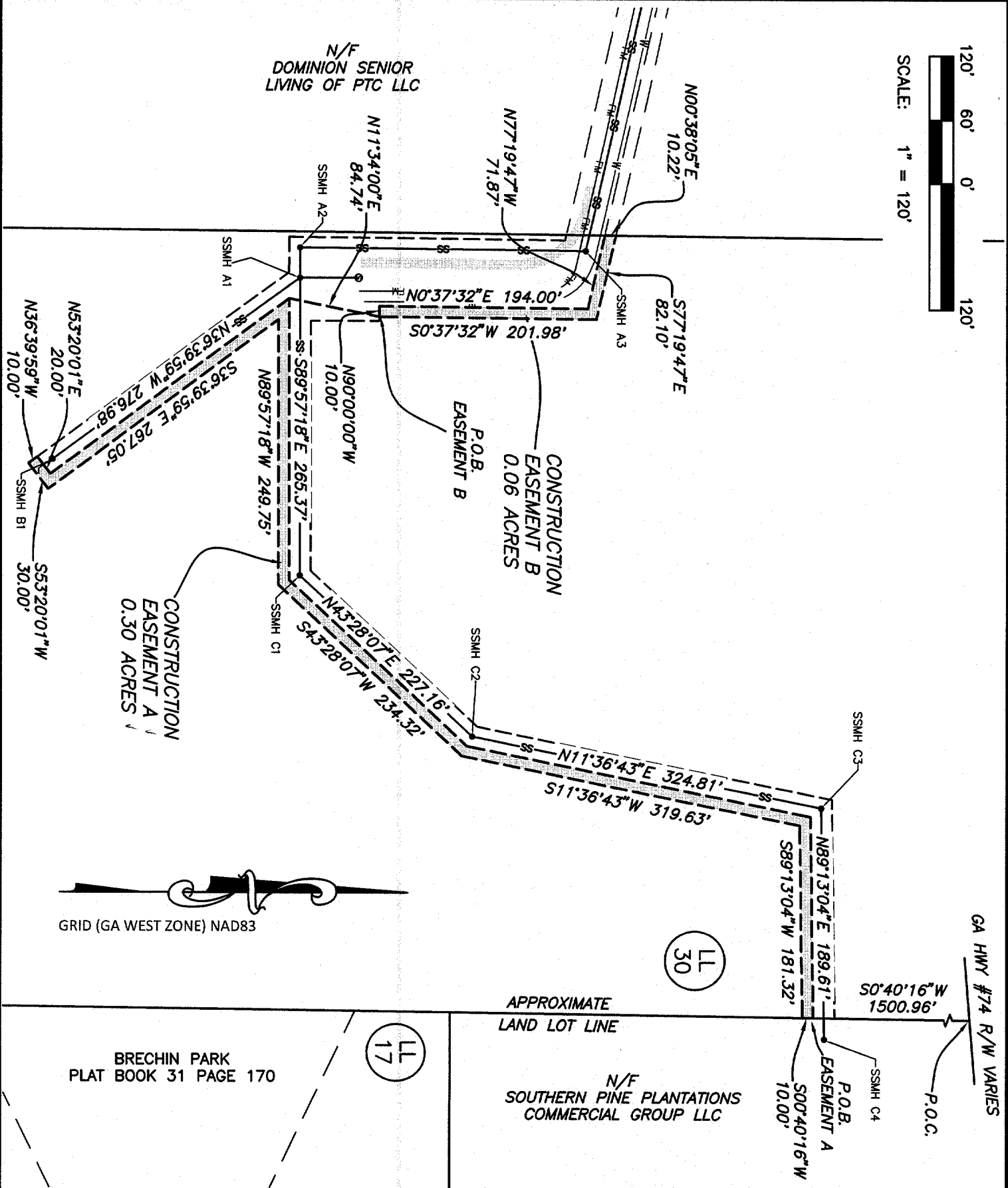


1/14/13

EXHIBIT A SANITARY SEWER EASEMENT

MEADE FIELD REGIONAL
PUMP STATION # 36

SCALE: 1" = 120'



GRID (GA WEST ZONE) NAD83

BRECHIN PARK
PLAT BOOK 31 PAGE 170

APPROXIMATE
LAND LOT LINE

N/F
SOUTHERN PINE PLANTATIONS
COMMERCIAL GROUP LLC

GA HWY #74 R/W VARIES

1/14/13

EXHIBIT B
CONSTRUCTION
EASEMENTS

MEADE FIELD REGIONAL
PUMP STATION # 36



INTEGRATED
Science & Engineering

800 COMMERCE DRIVE, SUITE 100, PEACHTREE CITY, GEORGIA 30269
(P) 770.461.4292 (F) 770.461.4801
ATLANTA/SAVANNAH

EXHIBIT "A-1" ✓
LEGAL DESCRIPTION
Permanent Easement

All that tract or parcel of land lying and being in land Lot 30 of the 6th District, Fayette County Georgia, being a portion of Tract "C" as described in Deed Book 258 Page 706, Fayette County records, and being more particularly described as follows:

Commence at the point of intersection of the southerly right-of-way line of State Highway #74 (right-of-way varies) with the easterly land lot line of Land Lot 29;

Thence along the easterly line of Land Lots 29 and 30 South 00 degrees 40 minutes 16 seconds West, a distance of 1480.95 feet to THE POINT OF BEGINNING;

Thence South 00 degrees 40 minutes 16 seconds West, a distance of 20.01 feet;

Thence leaving said Land Lot line, South 89 degrees 13 minutes 04 seconds West, a distance of 189.61 feet;

Thence South 11 degrees 36 minutes 43 seconds West, a distance of 324.81 feet;

Thence South 43 degrees 28 minutes 07 seconds West, a distance of 227.16 feet;

Thence North 89 degrees 57 minutes 18 seconds West, a distance of 265.37 feet;

Thence South 36 degrees 39 minutes 59 seconds East, a distance of 276.98 feet;

Thence South 53 degrees 20 minutes 01 seconds West, a distance of 20.00 feet;

Thence North 36 degrees 39 minutes 59 seconds West, a distance of 291.91 feet;

Thence North 89 degrees 52 minutes 33 seconds West, a distance of 33.94 feet;

Thence North 00 degrees 37 minutes 11 seconds East, a distance of 255.85 feet;

Thence North 78 degrees 10 minutes 46 seconds West, a distance of 5.39 feet to the westerly line of said Tract C;

Thence along said westerly line, North 00 degrees 38 minutes 05 seconds East, a distance of 35.73 feet;

Thence leaving said westerly line, South 77 degrees 19 minutes 47 seconds East, a distance of 71.87 feet;

Thence South 00 degrees 37 minutes 32 seconds West, a distance of 194.00 feet;

Thence North 90 degrees 00 minutes 00 seconds East, a distance of 14.08 feet;

Thence South 00 degrees 00 minutes 00 seconds East, a distance of 63.03 feet;

Thence South 89 degrees 57 minutes 18 seconds East, a distance of 235.71 feet;

Thence North 43 degrees 28 minutes 07 seconds East, a distance of 212.84 feet;

Thence North 11 degrees 36 minutes 43 seconds East, a distance of 335.19 feet;

Thence North 89 degrees 13 minutes 04 seconds East, a distance of 206.20 feet to THE POINT OF BEGINNING.

Containing 1.04 acres, more or less.

EXHIBIT "B-1" ✓
LEGAL DESCRIPTION
Construction Easement

All that tract or parcel of land lying and being in land Lot 30 of the 6th District, Fayette County Georgia, being a portion of Tract "C" as described in Deed Book 258 Page 706, Fayette County records, and being more particularly described as follows:

Commence at the point of intersection of the southerly right-of-way line of State Highway #74 (right-of-way varies) with the easterly land lot line of Land Lot 29;

Thence along the easterly line of Land Lots 29 and 30 South 00 degrees 40 minutes 16 seconds West, a distance of 1500.96 feet to THE POINT OF BEGINNING;

Thence South 00 degrees 40 minutes 16 seconds West, a distance of 10.00 feet;

Thence leaving said Land Lot line, South 89 degrees 13 minutes 04 seconds West, a distance of 181.32 feet;

Thence South 11 degrees 36 minutes 43 seconds West, a distance of 319.63 feet;

Thence South 43 degrees 28 minutes 07 seconds West, a distance of 234.32 feet;

Thence North 89 degrees 57 minutes 18 seconds West, a distance of 249.75 feet;

Thence South 36 degrees 39 minutes 59 seconds East, a distance of 267.05 feet;

Thence South 53 degrees 20 minutes 01 seconds West, a distance of 30.00 feet;

Thence North 36 degrees 39 minutes 59 seconds West, a distance of 10.00 feet;

Thence North 53 degrees 20 minutes 01 seconds East, a distance of 20.00 feet;

Thence North 36 degrees 39 minutes 59 seconds West, a distance of 276.98 feet;

Thence South 89 degrees 57 minutes 18 seconds East, a distance of 265.37 feet;

Thence North 43 degrees 28 minutes 07 seconds East, a distance of 227.16 feet;

Thence North 11 degrees 36 minutes 43 seconds East, a distance of 324.81 feet;

Thence North 89 degrees 13 minutes 04 seconds East, a distance of 189.61 feet to THE POINT OF BEGINNING.

Containing 0.30 acres, more or less.

EXHIBIT "B-2"✓
LEGAL DESCRIPTION
Construction Easement

All that tract or parcel of land lying and being in land Lot 30 of the 6th District, Fayette County Georgia, being a portion of Tract "C" as described in Deed Book 258 Page 706, Fayette County records, and being more particularly described as follows:

Commence at the point of intersection of the southerly right-of-way line of State Highway #74 (right-of-way varies) with the easterly land lot line of Land Lot 29;

Thence along the easterly line of Land Lots 29 and 30 South 00 degrees 40 minutes 16 seconds West, a distance of 1500.96 feet;

Thence leaving said Land Lot line, South 89 degrees 13 minutes 04 seconds West, a distance of 189.61 feet

Thence South 11 degrees 36 minutes 43 seconds West, a distance of 324.81 feet;

Thence South 43 degrees 28 minutes 07 seconds West, a distance of 227.16 feet;

Thence North 89 degrees 57 minutes 18 seconds West, a distance of 265.37 feet;

Thence North 11 degrees 34 minutes 00 seconds East, a distance of 84.74 feet to THE POINT OF BEGINNING;

Thence North 90 degrees 00 minutes 00 seconds West, a distance of 10.00 feet;

Thence North 00 degrees 37 minutes 32 seconds East, a distance of 194.00 feet;

Thence North 77 degrees 19 minutes 47 seconds West, a distance of 71.87 feet to the westerly line of said Tract C;

Thence along said westerly line, North 00 degrees 38 minutes 05 seconds East, a distance of 10.22 feet;

Thence leaving said westerly line, South 77 degrees 19 minutes 47 seconds East, a distance of 82.10 feet;

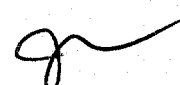
Thence South 00 degrees 37 minutes 32 seconds West, a distance of 201.98 feet to the POINT OF BEGINNING.

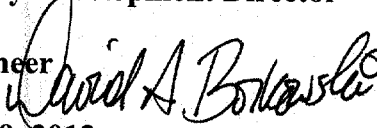
Containing 0.06 acres, more or less.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager 
Financial Services Director P.S.
Community Development Director 

FROM: City Engineer 

DATE: January 29, 2013

SUBJECT: Easement Dedication to Atlanta Gas Light for Gas Service
Installation to Recreation Administration Building
February 7, 2013, City Council Meeting

Recommendation:

Staff recommends that City Council authorize the Mayor to sign the attached easement document dedicating a construction and maintenance easement to Atlanta Gas Light (AGL).

Discussion:

The renovation of the Recreation Administration Building is underway. As part of the project all HVAC equipment is being upgraded to equipment that uses natural gas for heating. As such, a new line must be installed from McIntosh Trail up to the building.

The City has already authorized the installation service and AGL is just waiting on the easement to schedule construction.

Budget Impact:

There is no additional budget impact for this item. The City has already authorized \$1,661.07 for the installation.

Attachments

Easement Documents

This instrument was prepared by
and upon recording return to:
AGL Resources
Ten Peachtree Place
Department 1355
Atlanta, GA 30309

EASEMENT AGREEMENT

STATE OF Georgia

COUNTY OF Fayette

This Easement Agreement granted and conveyed by The City of Peachtree City ("Grantor") to **ATLANTA GAS LIGHT COMPANY** ("Grantee") as of this ____th day of _____, 2013. The terms Grantor and Grantee include each party named, if more than one, each party's respective heirs, executors, administrators, successors and assigns, and the masculine, feminine and neuter gender where the context requires or permits.

Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, does hereby grant unto Grantee the perpetual right and easement to go in, upon and occupy property situated in Land Lot 50 & 51, of the 6 District, _____ Section, of Fayette County, Georgia (the "Property"), and more particularly described in a plat of survey thereof entitled "Book # 666 pages 582, 583, and 584", a copy of which is on file in Grantee's offices which plat is by reference incorporated herein (the "Plat"), for the following purposes:

1. **Construct and Reconstruct:** To install, reinstall, construct, reconstruct, replace, relocate, operate, maintain, use, repair, alter, improve, substitute for, extend, remove, and patrol gas service line(s), main(s), regulator station(s), appurtenances and equipment as may now or hereafter be necessary or convenient for the transmission and distribution of natural gas, with said boundaries of the easement area being 5 feet (2.5') on either side of the centerline of the system as laid.
2. **Repairs and Alterations:** To enter upon the Property at any time for the purpose of inspecting said line(s) and systems and making necessary repairs, alterations, changes, additions and substitutions in said lines and systems from time to time as Grantee deems advisable or expedient, and for any of the purposes enumerated above.
3. **Right-of-Way Maintenance:** To keep and maintain the right-of-way area, by mechanical or otherwise, clear of all structures, trees, limbs or branches, stumps, roots, shrubbery and underground growth within said rights-of-way and along said lines and systems which, in the opinion of Grantee or its representative, constitutes a hazard to or may endanger the safe and proper operation or maintenance of said lines and systems.
4. **Construction Easement:** In addition to the easement rights set forth above, Grantor does further grant a construction easement incident and appurtenant to the easements set forth above over such land abutting same as may be reasonably necessary for the purpose of placing thereon materials excavated from such easement areas for the purpose of installing or repairing Grantee's facilities located therein.

TO HAVE AND TO HOLD SAID rights perpetually unto Grantee, its successors or assigns, providing that if said Grantee, its successors or assigns shall permanently abandon the use of said premises for the purposes herein stated, then all rights and privileges herein conveyed shall ipso facto be terminated.

The rights herein granted may be assigned in whole or in part. The undersigned does not convey any land, but merely grants the rights, privileges, and easements herein before set out.

[Signatures on the following Page]

IN WITNESS WHEREOF, the Grantor causes these presents to be executed by its proper officers, thereunto duly authorized and its seal affixed, this the day and year first above written.

Signed, sealed and delivered
in the presence of:

The City Of Peachtree City Georgia

Unofficial Witness

Notary Public

My Commission Expires: _____

(NOTARY SEAL)

By: _____

Name: _____

Title: _____

This instrument was prepared by
and upon recording return to:
AGL Resources
Ten Peachtree Place
Department 1355
Atlanta, GA 30309

EASEMENT AGREEMENT

STATE OF Georgia

COUNTY OF Fayette

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1. **Construct and Reconstruct:** To install, reinstall, construct, reconstruct, replace, relocate, operate, maintain, use, repair, alter, improve, substitute for, extend, remove, and patrol gas service line(s), main(s), regulator station(s), appurtenances and equipment as may now or hereafter be necessary or convenient for the transmission and distribution of natural gas, with said boundaries of the easement area being 5 feet (2.5') on either side of the centerline of the system as laid.
2. **Repairs and Alterations:** To enter upon the Property at any time for the purpose of inspecting said line(s) and systems and making necessary repairs, alterations, changes, additions and substitutions in said lines and systems from time to time as Grantee deems advisable or expedient, and for any of the purposes enumerated above.
3. **Right-of-Way Maintenance:** To keep and maintain the right-of-way area, by mechanical or otherwise, clear of all structures, trees, limbs or branches, stumps, roots, shrubbery and underground growth within said rights-of-way and along said lines and systems which, in the opinion of Grantee or its representative, constitutes a hazard to or may endanger the safe and proper operation or maintenance of said lines and systems.
4. **Construction Easement:** In addition to the easement rights set forth above, Grantor does further grant a construction easement incident and appurtenant to the easements set forth above over such land abutting same as may be reasonably necessary for the purpose of placing thereon materials excavated from such easement areas for the purpose of installing or repairing Grantee's facilities located therein.

TO HAVE AND TO HOLD SAID rights perpetually unto Grantee, its successors or assigns, providing that if said Grantee, its successors or assigns shall permanently abandon the use of said premises for the purposes herein stated, then all rights and privileges herein conveyed shall ipso facto be terminated.

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Signed, sealed and delivered
in the presence of:

The City Of Peachtree City Georgia

Unofficial Witness

Notary Public

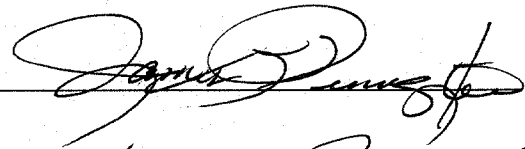
My Commission Expires: _____

(NOTARY SEAL)

By: _____

Name: _____

Title: _____



James L. Pennington

City Manager

This instrument was prepared by
and upon recording return to:
AGL Resources
Ten Peachtree Place
Department 1355
Atlanta, GA 30309

EASEMENT AGREEMENT

STATE OF Georgia

COUNTY OF Fayette

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Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, does hereby grant unto Grantee the perpetual right and easement to go in, upon and occupy property situated in Land Lot 50 & 51, of the 6 District, _____ Section, of Fayette County, Georgia (the "Property"), and more particularly described in a plat of survey thereof entitled "Book # 666 pages 582, 583, and 584", a copy of which is on file in Grantee's offices which plat is by reference incorporated herein (the "Plat"), for the following purposes:

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2. **Repairs and Alterations:** To enter upon the Property at any time for the purpose of inspecting said line(s) and systems and making necessary repairs, alterations, changes, additions and substitutions in said lines and systems from time to time as Grantee deems advisable or expedient, and for any of the purposes enumerated above.
3. **Right-of-Way Maintenance:** To keep and maintain the right-of-way area, by mechanical or otherwise, clear of all structures, trees, limbs or branches, stumps, roots, shrubbery and underground growth within said rights-of-way and along said lines and systems which, in the opinion of Grantee or its representative, constitutes a hazard to or may endanger the safe and proper operation or maintenance of said lines and systems.
4. **Construction Easement:** In addition to the easement rights set forth above, Grantor does further grant a construction easement incident and appurtenant to the easements set forth above over such land abutting same as may be reasonably necessary for the purpose of placing thereon materials excavated from such easement areas for the purpose of installing or repairing Grantee's facilities located therein.

TO HAVE AND TO HOLD SAID rights perpetually unto Grantee, its successors or assigns, providing that if said Grantee, its successors or assigns shall permanently abandon the use of said premises for the purposes herein stated, then all rights and privileges herein conveyed shall ipso facto be terminated.

The rights herein granted may be assigned in whole or in part. The undersigned does not convey any land, but merely grants the rights, privileges, and easements herein before set out.

[Signatures on the following Page]

IN WITNESS WHEREOF, the Grantor causes these presents to be executed by its proper officers, thereunto duly authorized and its seal affixed, this the day and year first above written.

Signed, sealed and delivered
in the presence of:

The City Of Peachtree City Georgia

Unofficial Witness

Notary Public

My Commission Expires: _____

(NOTARY SEAL)

By: _____

Name: _____

Title: _____



James L. Pennington

City Manager

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: James L. Pennington, City Manager 

FROM: Paul J. Salvatore, Financial Services Director P.S.
Beverly Waldrip, Assistant Finance Director BW

DATE: January 28, 2013

SUBJECT: **Fiscal Year 2012 Budget Amendments**
February 7, 2013 City Council Consent Agenda

Recommendation:

It is Staff's recommendation that City Council approve the attached budget amendments to the fiscal year 2012 budget resolution.

Discussion:

Budget amendment 12-039 - Fiscal Year 2012 budget adjustment to allocate health insurance claims lag (claims incurred in FY 2012 but paid after 9/30/2012) and to account for year-end close adjustments.

Budget Impact:

Budget amendment 12-039 decreases the General Fund revenue and expenditure budgets by \$54,310. Included in the net adjustment is a decrease in the use of surplus carryover in the amount of \$72,814.

Attachment

**CITY OF PEACHTREE CITY
BUDGET AMENDMENT**

FY 2012

DATE 1/28/2013
AMENDMENT NUMBER 12-039

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
100 1320 512100	Ctiy Mgr - Health Insurance	\$ 51	
100 1511 512100	Finance - Health Insurance	254	
100 1517 512100	Purchasing - Health Insurance	102	
100 1535 512100	IT - Health Insurance	205	
100 1540 512100	HR - Health Insurance	127	
100 1566 512100	Bldg & Grounds - Health Insurance	562	
100 1570 512100	Public Infomation - Health Insurance	101	
100 1575 512100	Engineering - Health Insurance	128	
100 1580 512100	City Clerk - Health Insurance	128	
100 2650 512100	Court - Health Insurance	204	
100 3210 512100	Police - Health Insurance	3,269	
100 3510 512100	Fire - Health Insurance	3,065	
100 3600 512100	EMS - Health Insurance	51	
100 4100 511100	Public Works - Salaries		65,103
100 4100 512100	Public Works - Health Insurance	1,371	
100 6110 512100	Recreation - Health Insurance	409	
100 6510 512100	Library - Health Insurance	255	
100 7210 512100	Permits - Health Insurance	52	
100 7410 512100	Plnng & Zoning - Health Insurance	153	
100 7450 512100	Code Enforcement - Health Insurance	204	
100 7545 512100	CVB - Health Insurance	101	
100 4250 531290	Stormwater Utility Charges	1	
100 0000 389025	General Fund - Surplus Carryover		72,814
100 3600 342601	Ambulance Fees		20,195
100 0000 391101	Oper. Transfer from CVB	38,699	
Total Revenue Budget		\$ 38,699	\$ 93,009
Total Expenditure Budget		\$ 10,793	\$ 65,103

Final Fiscal Year 2012 budget adjustment to allocate health insurance claims lag (claims incurred in FY 2012 but paid after 9/30/2012) and to account for year-end close adjustments.

General Fund Budget Totals

	Current Budget	Proposed Amendment	Final Budget
Total General Fund Revenue Budget	\$ 27,145,346	(54,310)	\$ 27,091,036
Total General Fund Expenditure Budget	\$ 27,145,346	(54,310)	\$ 27,091,036

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: James L. Pennington, City Manager 

FROM: Paul J. Salvatore, Financial Services Director *P.S.*
Beverly Waldrip, Assistant Finance Director *BW*

DATE: January 28, 2013

SUBJECT: Fiscal Year 2013 Budget Amendments
February 7, 2013 City Council Consent Agenda

Recommendation:

It is Staff's recommendation that City Council approve the attached budget amendments to the fiscal year 2013 budget resolution.

Discussion:

Budget amendment 13-006 to increase the Public Works expenditure budget to include:

1. \$13,857 for litter removal that had been included in landscape and mowing services in prior year budgets.
2. \$10,372 for a change order for pruning services provided by Valley Crest. The services were discussed at the November 2012 Council meeting when the contract was approved by Council however this amount was not included in the total award.
3. \$24,750 for the FY 2012 budget surplus for services to be completed in the last quarter of calendar year 2012. The outstanding amount for these services needs to be carried over.

Budget amendment 13-007 is to adjust the budget amendment for the Police Department re-organization.

Budget Impact:

Budget amendment 13-006 increases the General Fund budget by \$48,979. The increase is funded out of the unrestricted general fund surplus.

Budget amendment 13-007 is a reclassification and does not increase or decrease the budget.

Attachment

**CITY OF PEACHTREE CITY
BUDGET AMENDMENT**

DATE 1/28/2013
NUMBER 13-006

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
100-4100-521245	Public Works - Contractual Services	\$ 48,979.00	
100-0000-389025	Surplus Carryover	48,979.00	

To adjust the Public Works expenditure budget to include:

- 1.) \$13,857 for litter removal that had been included in landscape and mowing services in prior year budgets
- 2.) \$10,372 for a change order for pruning services provided by Valley Crest. The additional services were discussed at the November 2012 council meeting when the contract was approved by Council, however this amount was not included in the total award.
- 3.) \$24,750 for the FY 2012 budget surplus for services to be completed in the last quarter of calendar year 2012. The outstanding amount for these services needs to be carried over.

NUMBER 13-007

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
100-1552-579145	Contingency Savings	\$ 6,216.00	
100-1552-579145	Contingency Savings		\$ 248,652.00
100-0000-389025	Surplus Carryover		242,436.00

To adjust budget amendment for Police Department re-organization

General Fund Budget Totals

	Current Budget	Proposed Amendments	Adjusted Budget
Total General Fund Revenue Budget	\$ 29,516,384	\$ (193,457)	\$ 29,322,927
Total General Fund Expenditure Budget	\$ 29,516,384	\$ (193,457)	\$ 29,322,927

POSITION PAPER

Request for Special Use Permit – The Kroger Company
Braelinn Village retail center, Crosstown Drive

Planning and Zoning Administrator
January 31, 2013

David 

Situation:

Braelinn Village I, LLC and Braelinn Village II, LLC own the property known to us as the Braelinn Village retail center. The subject tract is zoned GC General Commercial and is designated as COM Commercial on the city's Land Use Map.

The combined Braelinn Village retail center tract exceeds 30.86 acres in size and includes the 217,000 SF Braelinn Village retail center, associated parking, service courts and internal driveways. The overall retail center also includes a number of outparcels and the Braelinn Village Office Park, adding approximately 80,000 SF of additional retail and office space.

The existing retail center and the associated outparcels were developed prior to the adoption of the city's Special Use Permit ordinance and are considered a "conforming special use."

The Kroger Company desires to expand their existing grocery store by 42,800 SF, which would include rectangular additions of 21,400 SF each on either side of the existing store. The adjoining in-line tenant buildings would be removed and these tenants would be relocated elsewhere within the shopping center.

The proposed expansion meets the criteria for a major expansion and therefore must comply with the provisions established within the Special Use Permit process.

As a part of their Special Use Permit submittal package (Attachment "A"), the Applicant submitted schematic building elevations and a schematic landscape plan as well as a conceptual hydrology report and traffic study. This information was reviewed internally by City Staff prior to forwarding a recommendation to the Planning Commission.

At their meeting on January 28, 2013, the Planning Commission voted unanimously to forward the proposed Special Use Permit application to City Council with a recommendation that it be approved subject to amendments to Staff's proposed understandings and conditions (Attachment "B"). The amended understandings and conditions are included herein.

Proposed Special Use Permit – The Kroger Company

January 31, 2013

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Compatibility with Special Use Permit criteria:

In accordance with Section 1006.4(d) of the GC General Commercial zoning ordinance, the Planning Commission and City Council shall consider the following criteria when reviewing an application for Special Use Permit:

(a) *Compatibility of the proposed use and location with the policies established in the Comprehensive Plan.*

The subject tract has been zoned GC General Commercial and designated as COM Commercial on the city's Land Use Map since the mid-1970's. Development of the existing retail center began in the late 1980's. The overall development serves as the village retail center for Braelinn Village. Kroger has been a tenant within the overall center since it was initially developed.

The Applicant is proposing a 42,800 SF expansion of their existing store, which would increase their total footprint to approximately 110,000 SF. In addition to the building expansion, the interior of the new store would be completely remodeled. The exterior of the building would be designed to be consistent with the recently completed exterior renovations to the overall retail center.

The proposed expansion is consistent with the permitted uses within the GC General Commercial zoning district, the COM Commercial land use designation, and the findings within the city's Comprehensive Plan.

(b) *Compatibility of the proposed use with the character of adjacent properties and the surrounding neighborhoods and with existing and proposed development.*

The Braelinn Village retail center was developed to primarily serve the residents of Braelinn Village. The owner of the property initiated a major renovation of the existing retail center in 2008, which included removing the existing covered walkway in front of the stores and replaced this with a wide landscaped area and pavers. The renovation project also included a complete remodel of the exterior of the retail center.

Kroger is proposing an expansion of their existing store, which would include square footage as well as a complete remodel of the store's layout and interior finishes. The exterior of the new store would be consistent with the architecture and exterior colors of the adjoining retail center.

Proposed Special Use Permit – The Kroger Company

January 31, 2013

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(c) Availability of, or ability to provide, adequate utilities, drainage, parking and loading space, lighting, screening, landscaping and open space.

All utilities are available on or adjacent to this site, including water, sanitary sewer, electricity, gas, telephone and cable. The Applicant has provided a conceptual Hydrology Study which identifies how water quality and stormwater would be addressed. The City's Engineering Department is working closely with the Applicant to ensure the design of these features complies with city ordinances.

The Applicant has provided schematic site lighting, landscape and building elevations for review and approval as a part of the Special Use Permit. These plans would be analyzed as a part of both the conceptual and final site plans and will be reviewed in detail with the Planning Commission as a part of the city's established plan review process.

(d) Provision of safe and convenient vehicular, pedestrian, bicycle, and alternate modes of transportation.

The Applicant provided a detailed Traffic Study which identifies the trips that will be generated by this expansion and how they will impact the existing intersections within the overall study area.

(e) Compatibility of the proposed use with the intent and function of the GC zoning district.

The intent of the GC General Commercial zoning district states:

It is intended that the GC zoning district be established and reserved for general business purposes. The regulations that apply within this district are designed to encourage the formation and continuance of a stable, economically healthy and compatible environment for businesses to serve city and regional commercial needs. These regulations are also intended to accommodate businesses which benefit from being located in close proximity to each other, and to discourage any encroachment by other uses capable of adversely affecting the basic commercial character of the district. It is further intended that these regulations will reduce traffic congestion, provide for adequate off-street parking, and limit the development of "strip" type business areas.

Proposed Special Use Permit – The Kroger Company

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The city council does hereby find that, based upon studies conducted on behalf of the city and by other cities, big box developments, typically over 32,000 square feet for an individual business, and developments with over 150,000 square feet of retail space, can have negative impacts on a community. In particular, such developments can have a negative impact on the scale of retail development in the community, and can also adversely impact existing retail businesses in the city. Additionally, such developments can result in an over-supply of commercial development within the city, thereby shifting the economic focus of the community. Employment opportunities may also be adversely affected by such developments. Finally, such developments are contrary to the city's comprehensive plan, as well as the goals and objectives of providing public safety services to the city's residents. For the foregoing reasons, the city council has determined it to be in the best interests of the city to provide that such developments may only be established pursuant to a special use permit, subject to the terms and conditions for the application and approval thereof set for in this section.

The proposed expansion complies with the intent established for the GC General Commercial zoning district.

Because of the size of the proposed expansion in relation to the existing Kroger store as well as the overall retail center, the proposed development would require a Special Use Permit.

The Applicant has complied with all requirements of the established SUP Special Use Permit process. The proposed development and the Special Use Permit application have been reviewed by City Staff and there have been no significant issues noted as to the impact this development would have on providing services. Specific details pertaining to internal turning radii and circulation as well as building design would be resolved during the conceptual and final site plan review process.

(f) Compliance with applicable performance standards and requirements as set forth in the City's Land Development Ordinance.

The City's Land Development Ordinance identifies specific criteria pertaining to site planning and design, architectural and aesthetic guidelines, standards for lighting design, water resources protection, vegetation protection and landscaping, among other items. Although schematic in nature, the proposed site plan meets or exceeds these requirements.

Proposed Special Use Permit – The Kroger Company

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As a part of the proposed development, the Applicant is also requesting a variance from Section 1007.4.e(1) of the city's floodplain management/ flood damage prevention ordinance which prohibits encroachments within the regulatory floodway.

This encroachment is due to the fact the proposed building expansion would require a reconfiguration of the existing service court and drives behind the building. The Applicant is working closely with the City Engineer to ensure any impact to this area is kept to a minimum.

Recommendation:

Based on a thorough review of the Applicant's request as it relates to the established submittal requirements and review procedures, Staff recommends that the Special Use Permit for the proposed expansion of the Braelinn Village retail center, specifically the proposed 42,800 SF expansion of the Kroger grocery store, be approved subject to the following understandings and conditions:

1. Development shall take place in conformance with the Schematic Site Plan prepared by Crescent View Engineering, LLC (last revised December 14, 2012), a copy of which is attached hereto as Exhibit "A" and incorporated herein by express reference. Any substantive change to this plan or any of the conditions and requirements of this section shall require an amendment of the Special Use Permit application approved by City Council.
2. The appearance of the exterior of the proposed building shall be designed in conformance with the Exterior Color Elevation Rendering prepared by Integrated Designs International Architectural Studio (last revised December 13, 2012), 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 an amendment of the Special Use Permit application approved by City Council.
3. The side elevation of both the east and west building additions shall contain architectural features to minimize the appearance of blank walls. The architectural detailing, building materials and color selections as shown on the Exterior Color Elevation Rendering as described above shall extend no less than one hundred feet from the front corner of the building towards the service court. The remainder of

Proposed Special Use Permit – The Kroger Company

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these walls, as well as the rear of the building, shall be painted to match.

4. The ten (10) parking spaces adjacent to the west building elevation shall be removed, and this area shall be reconfigured to accommodate plant material.
5. The design of all proposed parking areas, including the dimensions of all planting islands, shall comply with city ordinances and be reflected on the conceptual site plan submittal.
6. The location of all proposed dumpsters specifically designated for Kroger's use shall be identified on the conceptual site plan and shall be screened in accordance with city ordinances. All dumpsters associated with Kroger or the proposed expansion shall be located and designed such that noise generation will be kept to a minimum. Where applicable, compactors shall be located within these buildings to minimize noise.
7. The Applicant shall work with City Staff to identify locations for golf cart parking and associated charging stations, both of which shall be located within close proximity to the entrance to the store and identified on the conceptual site plan submittal. No less than four (4) golf cart charging stations and/ or outlets for charging golf carts shall be provided in close proximity to these parking spaces.
8. Site lighting associated with this expansion and all lighting proposed on the exterior of the building shall comply with the city lighting ordinance. A detailed photometric site lighting plan, which includes lighting on the exterior of all buildings, shall be prepared and submitted prior to approval of the final site plan. Site and security lighting shall be designed to prevent glare and spillover onto the adjoining property.
9. It is understood that clearing or grading shall not be permitted until the final site plan is approved.
10. It is understood that modifications to the proposed site plan and building elevations may be required based on conditions that may be imposed as a part of the Special Use Permit review process.

Proposed Special Use Permit – The Kroger Company

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11. The Applicant shall continue to work with City Staff and the Planning Commission to ensure that all elements of the proposed site plan and building elevations comply with current city ordinances. It is understood the design and materials proposed on the rear elevation of the new additions will be consistent with those used on the rear of the existing building, and that a parapet wall will not be provided along the rear elevation.
12. The Applicant shall provide additional plant material that amounts to no less than 25% of the caliper inches of both canopy and understory trees as required for the expansion by the city's landscape ordinance. The additional plant material shall be field located by the City Landscape Architect and shall be located within the natural area between the multi-use path and the proposed retaining wall to augment existing vegetation and to buffer the proposed site improvements.

It is understood this plant material may be installed on city-owned property adjacent to the retail center or on other city-owned tracts of land as identified by the City Landscape Architect. It is also understood the Applicant shall warranty and maintain this plant material in accordance with the landscape ordinance.

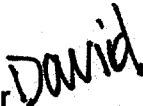
13. The Applicant shall continue to coordinate with the City Engineer related to the additional vehicular trips generated by the proposed expansion to determine what, if any, improvement might be needed at the existing entrances into the retail center from Crosstown Drive and from Peachtree Parkway.
14. The Applicant shall continue to coordinate with the City Engineer related to the stormwater management plan and potential impacts to the adjoining Flat Creek Nature Area.
15. Should there be substantial changes to the schematic site plan submitted as a part of the Special Use Permit application, the Applicant shall file a new site plan and supporting documentation in accordance with the established criteria within Section 1006.4(f) of the GC General Commercial zoning ordinance.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager 
Community Services Director

FROM: Planning and Zoning Administrator 

DATE: January 31, 2013

SUBJECT: Proposed Variance: Van Loan residence (V-2013-01)
Official withdrawal of variance request

Recommendation:

That Council accept Staff's recommendation to withdraw the variance request for the Van Loan residence located at 2053 Village Park Drive.

Discussion:

After further review of the Applicant's submittal package and meeting on-site with the Applicant's contractor, Staff determined that a variance would not be required in order to move forward with the proposed improvements to the property.

While it is understood one corner of the new deck would be located within the rear building setback, it must be noted that portion of the deck would be less than 30" in height from finish grade to the decking and would not be considered a structure.

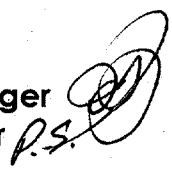
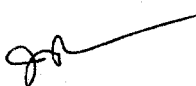
Staff notified the Applicant and requested that they withdraw their variance application at Staff's request. Because this item had already been advertised and the property had been posted as a Public Hearing, we felt it was important to keep this item on the agenda should questions from the public arise.

Budget impacts:

None

CITY OF PEACHTREE CITY
INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: James L. Pennington, City Manager 
Paul Salvatore, Finance Director 
Angela Egan, Purchasing 
Jonathan N. Rorie, Community Services Director 
FROM: Cajen Rhodes, Recreation and Special Events Administrator 
DATE: February 1, 2013
SUBJECT: Consider Bid for Resurfacing of Kedron Pools
February 7 2013, City Council Meeting

Recommendation:

Staff recommends that the resurfacing of the Kedron Pools bid be awarded to ACE Pools in the amount of \$42,950 and an additional \$7,000 be reserved in the budget for project completion to include any unforeseen construction issues that could surface during construction. References have been checked and verified.

Discussion:

On January 29, staff opened the bids for the resurfacing of the Kedron Pools. **The bid results are as follows;**

- | | |
|----------------------------|----------|
| • ACE Pools | \$42,950 |
| • Aquatic Management Inc. | \$43,970 |
| • Sunbelt Pools of Georgia | \$49,953 |
| • Pool Mgmt. | \$75,000 |
| • USA Pools | \$82,400 |

Budget Impact:

The resurfacing of the Kedron Pools is an approved project utilizing facility bond funding. Staff proposes that funding not to exceed \$50,000 for this project be drawn from Facilities Authority Bonds for the completion CIP-038: resurfacing of Large Pool and CIP-059: resurfacing of Small Pool.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager 
Financial Services Director P.S.

FROM: Public Services Director 

DATE: January 31, 2013

SUBJECT: Stormwater Utility Rate Schedule
February 7, 2013 City Council Agenda

Recommendation

Staff recommends that Council consider the changes to the Stormwater Utility Ordinance as outlined in the Council packet, which include the update of the Stormwater Rate Structure, Billing Cycle, Tier Review Policy and the adoption of the updated Credit Technical Manual.

Discussion:

The City of Peachtree City established a Stormwater utility in 2006. The goal behind the funding source was twofold. One was to establish a dedicated funding source for compliance with Federal, State and local laws. The second was to enable the City to focus on the maintenance of the drainage systems that fall within the City's scope of responsibility.

When originally established, it was expected that the initial rate implemented in 2006 would generate sufficient revenues to fund regulatory compliance measures, inventory / assess the City's drainage system, initiate some proactive maintenance activities and address some of the more immediate capital needs in the system. It was anticipated that this process would require approximately 5-years and then another needs assessment would be conducted along with a rate evaluation. Over the past six years staff has completed a full inventory of the Stormwater system. Funding for this inventory and mapping system was included in the 2007 Stormwater Bond. We have also been able to determine what functions and services can truly be completed in house, and which items can be completed more economically through qualified contractors. In addition we have established an inspection protocol to help us identify issues in advance of failure. Finally, we have been actively looking at newer technologies that can be utilized to rehabilitate drainage systems in-place lessening the cost of rehabilitation as well as reducing the inconvenience to residents from construction activities.

However, even with all the efforts that have been made to become more proactive in maintenance, the City continues to frequently find systems that have or will likely fail in the near future. This is why it is imperative that we move forward with the next level of maintenance and the funding needed to complete this maintenance.

As such, staff has completed a new rate study to determine some minimal needs to move forward. The first need is to complete capital rehabilitation in several systems and ponds throughout the City. The following projects have an estimated cost of almost \$7.5 Million: Rockspray Pond Rehabilitation, BCS Pond stilling basin repairs, Kedron Ponds Rehabilitation, Golfview Drive Drain System Replacement Harbor Loop Drain System Replacement, Pipe Lining Woodsdale/Lenox rd. and other lining and replacements. The rate model assumes that the funding for these projects will be through a new bond issue, with the related debt service being funded by the increase in Stormwater Utility rates.

The second need is the ability to complete smaller system repairs throughout the year. Originally staff had looked at additional personnel and equipment to accomplish this. However, after further evaluation it was determined that the best approach would be to utilize existing staff in combination with the use of qualified contractors which are more proficient at various tasks such as pipe lining and deep trench replacement of systems. The need for this maintenance was modeled at a fixed rate of \$300,000 per year in the rate study. The thought behind this process depends greatly on planning and inspection protocol. By completing more thorough inspections on a routine basis we can outline the priority of replacement projects for a given year. It is expected that these systems will be those that can be replaced with similar size material without the need for engineering design. Therefore, each year the City can bid several projects as a package at the same time and gain economies of scale and attract highly qualified contractors capable of working in close proximity to residential homes and roads.

The last component of the rate study is the need for the City to conduct more thorough inspections of all systems in the City. This will be done on a basis of criticality of pipe defined as Class I to IV. Class I pipes are the most critical in the system and may have to be inspected as often as once per year, where newer systems will be inspected not less than once every five years (five years was chosen based on new State / Federal regulations mandating minimum inspection intervals). These inspections are critical to the advancement of our maintenance program. Currently it is expected that these inspections will be completed by an outsourced contractor based on the protocol which has been developed.

Therefore, based on this assessment, staff is recommending that the rate structure for the utility be adjusted to change the ERU rate from \$3.95 to \$6.89. In addition, staff is recommending the implementation of a surcharge for City streets. The purpose of the surcharge would be to pay for the impervious area of City streets and facilities through the utility rate structure. Currently, the charge for these areas is paid for out of the general fund. The net result of this change will be the decrease in general fund expenditures for stormwater purposes. Also the net change to the rate payer will be in the form of the utility rate rather than through both the utility and the property tax. With these suggested changes the new rate structure would be as follows:

	Proposed	Current
SFR Tier I Annual Bill	\$76.68	\$32.28
SFR Tier II Annual Bill	\$112.69	\$47.40
SFR Tier III Annual Bill	\$171.24	\$72.00
AR Tier I Annual Bill	\$52.68	\$22.20

Because of the change in rate structure, staff is also recommending that the billing cycle be changed to twice per year rather than the single bill which is currently used. This will allow rate payers to spread the cost over the year rather than paying it all at one time. Of course the option to pay at one time will be available to the rate payer.

In addition to the change of rate and billing cycle, staff is recommending that an additional credit be added to the Stormwater program. Over the past several years the use of rain barrels has become more

prevalent in the City. Not only do these structures limit Stormwater runoff, but they are a source of water conservation. For this reason staff will recommend the addition of a 10% credit for citizens who can demonstrate the use of rain barrels on their downspouts. This will add another option to the watershed stewardship and low impact parcel credits which are currently available. Should a rate payer chose to complete multiple credits, a maximum credit of 50% will be assessed to the bill.

Budget:

Implementation of the proposed rate will result in all revenues being deposited into the Stormwater Utility Fund which by ordinance can only be utilized for approved stormwater management expenditures as reflected in the approved City budget as adopted / amended by the City Council each year.

Attachments

AN ORDINANCE TO AMEND DIVISION 1, ARTICLE II, OF CHAPTER 82 OF THE PEACHTREE CITY CODE OF ORDINANCES SO AS TO PROVIDE FOR AN AMENDMENT TO THE STORMWATER USER FEE CHARGE RATES.; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

BE IT ORDAINED BY THE COUNCIL OF PEACHTREE CITY, and it is hereby ordained by authority of same:

Section 1. That Chapter 82, Utilities and Services, Article III, Stormwater, Section 82-105(b) and Section 82-109(3), of the Peachtree City Code of Ordinances, as amended, be further amended to read and to be codified as follows:

Section 82-105(b) shall be replaced in whole with the following:

- (b) Stormwater user fee charge rates shall be applied to customers as follows:
- (1) The DSFR stormwater user fee flat rate charge shall be as follows:
 - a. Tier 1 DSFR customers: \$4.69 per month.
 - b. Tier 2 DSFR customers: \$6.89 per month.
 - c. Tier 3 DSFR customers: \$10.47 per month.
 - d. All DSFR customers shall be billed periodically for stormwater services on a schedule established by the city council.
 - e. For those DSFR customers which live within subdivisions that are serviced by private roads, a prorated share of the total impervious surface area associated with the private road shall be added as a surcharge to the bill for those properties of the subdivision that are serviced by the private road. This will be accomplished by dividing the total impervious area of the private roads in the subdivision by the ERU (4,600 square feet) and then equally dividing the ERUs among the dwelling units in the subdivision. The charge for the surcharge shall be added to the monthly bill amount by multiplying the prorated share of the ERUs by a rate of \$6.89 per ERU.
 - (2) The AR stormwater user fee charge shall be as follows:
 - a. AR with public roads: \$3.22 flat rate per month per unit. These customers shall be billed periodically for stormwater services on a schedule established by the city council.
 - b. AR with private roads: The charges shall be equal to the total impervious surface area of the development divided by the ERU (4,600 square feet) times a rate of \$6.89 per ERU per month and apportioned equally among the dwelling units. These customers shall be billed periodically for stormwater services on a schedule established by the City Council.
 - (3) The NSFR stormwater user charge for each ERU, or fractional ERU, shall be as follows:

- a. \$6.89 per ERU (4,600 square feet) per month.
 - b. All NSFR customers shall be billed periodically for stormwater services on a schedule established by the city council.
- (4) A surcharge shall be added to all bills for impervious surfaces associated with streets, cart paths, public buildings and other public facilities for which the city maintains ownership or maintenance responsibility. This surcharge will serve as payment for those impervious surfaces in-lieu of a payment from the City's general fund as collected through property taxes, sales taxes, and other sources, provided that the imposition of this surcharge shall in no manner restrict the City, at the discretion of the City Council, from using monies from the City's general fund or from other sources to pay expenses of the City Stormwater Utility.
- a. The surcharge for public properties shall be calculated by dividing the total impervious area associated with city properties by the ERU (4,600 square feet) and then equally dividing the ERUs the total ERUs associated with all non-city ERUs. The charge shall be calculated by multiplying the prorated ERUs by a charge of \$6.89 per ERU.
 - b. The surcharge shall be as follows:
 - 1. Tier 1 DSFR customers: 0.25 ERUs.
 - 2. Tier 2 DSFR customers: 0.36 ERUs.
 - 3. Tier 3 DSFR customers: 0.55 ERUs.
 - 4. AR with Public Roads customers: 0.17 ERUs.
 - 5. AR with Private Roads: 0.36 ERUs per assessed ERU.
 - 6. NSFR customers: 0.36 ERUs per assessed ERU.

Section 82-109(3)a shall be replaced in whole with the following:

a. If a customer believes their stormwater user fee is incorrect, the customer may seek and adjustment of the stormwater user fee charge allocated to a property within sixty (60) days of the mailing of such bill to the customer by the city. After such sixty (60) day period, the stormwater bill shall be final and no adjustment may be sought by the customer until the issuance of the next stormwater bill by the city. Any such request shall be submitted in writing to the stormwater manager and shall set forth in detail the grounds upon which the adjustment is sought.

Section 82-109(3)f shall be replaced in whole with the following:

- f. If the result of an adjustment is that a refund is due the applicant, the refund will be applied as a credit on the applicant's next stormwater bill for an amount not to exceed the equivalent of one-year's charges at current rates for that property regardless of whether credits apply to the property. If the result of the adjustment is that the bill will be increased, then the city shall apply the new billing rate on the next billing cycle.

Section 82-109(3)g shall be added as follows:

g. No adjustments shall be made to any bill upon the expiration of sixty (60) days after the date that such bill is mailed by the City to the customer, it being the intention of this Section to establish such limitation period of sixty (60) days upon the customers to seek an adjustment of their stormwater charge.

The City Council hereby establishes that the billing schedule shall be modified as follows:

- (a) Residential parcels including DSFR and AR classes will be billed on a semi-annual basis with bills to be sent to customers on or about April 1st and October 1st of a given year.
- (b) NSFR Customers will be billed on a monthly basis

The City Council hereby adopts the Stormwater Utility Technical Manual dated January 31, 2013 as the current and effective credit manual as referenced in Section 82-107.

Section 2. All ordinances or parts of ordinances in conflict with this ordinance are, to the extent of such conflict, 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 adoption.

Done, Ratified, and passed this ____ day of February 2013.

Don Haddix, Mayor

Attest: _____

City Clerk

Peachtree City Stormwater Utility

Stormwater Utility Credit Technical Manual

January 31, 2013

Section 1. Overview

This manual outlines the methodology for the Peachtree City (City) Stormwater Utility customers to secure and maintain a potential stormwater utility rate credit(s) for their property. A Stormwater Utility rate credit, or stormwater credit, represents a reduction in the customer's Stormwater Utility fee. The credit is only applicable for instances where stormwater management best management practices (BMPs) are operated and maintained to reduce the impact of runoff from the subject property on the City's stormwater management systems or in recognition of activities undertaken by the customer to reduce the cost of operating the stormwater management program (see Watershed Stewardship and Water Resources Education Program credits). A maximum of a 50% credit, if applicable, is available for customers. The only exception to this maximum credit is for select educational institutions which may be able to secure additional credits beyond the 50% associated with operation of onsite stormwater controls. This additional credit may be obtained by an owner of property which is used as a site for a public or private school and which agrees to teach an environmental science curriculum that includes an eligible water resources education program at the primary or secondary level, such additional credit potentially being earned as a result of the benefits of such educational program to the community as a whole. In no case shall a total credit amount exceed 100%.

The various credits described in this manual are applicable as indicated and are subject to the requirements of the latest version of the *Georgia Stormwater Management Manual* (GSMM), complete with all appendices and attachments. **Table 1** summarizes the potential credits available to property owners within the City. Each credit is explained in further detail later in this manual.

Table 1: Summary of Peachtree City Potential Stormwater Utility Credits

Credit	Term	Potential Stormwater Utility Credit	
		Single Family Residential (SFR)	Non Single Family Residential (NSFR)
Low-Impact Parcel	3 years	25%	
Watershed Stewardship	1 year	25%	
Rainwater Harvesting	3 years	10%	
NPDES Industrial Stormwater Permit	1 year		10%
Water Quality	3 years		10%
Channel Protection	3 years		10%
Overbank Flood Protection	3 years		10%
Extreme Flood Protection	3 years		10%
Water Resources Education Program (only applicable to public and private institutions)	1 year		75%

Definitions

Credit: A reduction in the amount of a customer's Stormwater Utility fee in recognition of a property's efforts to mitigate the runoff impact that the property improvements (i.e. impervious areas) have on the City stormwater management system.

Best Management Practice (BMP): Schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to stormwater, receiving waters, or stormwater conveyance systems. BMPs also include treatment practices, flood controls, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

Detention Facility: A system which provides temporary storage of stormwater runoff with a designed release of the stored runoff over time to manage the discharge volume, rate, pollutant loading and/or velocity and mitigate the property's impact on the City stormwater management system.

Georgia Stormwater Management Manual (GSMM): A document governing stormwater management activities in Georgia. This document serves as a comprehensive technical handbook for stormwater management design, construction and long-term maintenance.

Impervious Area: Areas that do not allow, or only allow to a small extent, the infiltration of rainfall or stormwater runoff into the soil.

Single Family Residential (SFR): A developed property that contains one residential dwelling unit designated for that use. A SFR property shall be classified as residential and shall not be multi-family residential (MFR), commercial, industrial, institutional, educational, religious, municipal, and recreational.

Non-Single Family Residential (NSFR): A developed property that contains structures utilized for purposes other than a residential dwelling unit. Examples of NSFR properties include those classified as MFR, commercial, industrial, institutional, educational, religious, municipal, and recreational.

Retention Facility: A system that provides storage of stormwater runoff, preventing release of a certain volume to a surface water body.

Runoff: Portion of stormwater, snow/ice melt, irrigation, and drainage that is collected in a stormwater management system that does not percolate into the ground.

General Policies

The following general policies apply when considering stormwater credits:

- Credits are only applied to eligible property owners. Since the stormwater fee is being assessed on an individual parcel basis, a group of property owners cannot apply for a credit unless otherwise noted. An eligible property owner is defined as a property that contributes runoff to the qualifying stormwater BMP located on the same property via natural and/or manmade conveyance systems.

If a group of properties are served by a BMP(s) then the credit will be applied to the property owner on whose property which the BMP resides. This applicant will be referred to as the primary applicant. If the primary applicant provides a memorandum of agreement (MOA) between the primary applicant and another property owner for which the BMP(s) provides adequate treatment for the applicable credit, the City will apply the credit to all property owners named in the MOA. The credit shall be applied to all applicants until such time as the primary applicant notifies the City that the MOA is no longer in effect or the term of the credit expires, whichever is sooner. If the MOA is revoked by the primary applicant, the credit shall only apply to the primary applicant.

- A residential homeowner's association (HOA) which has its own properly designed, constructed, and maintained stormwater BMP(s) should contact the City Stormwater Manager to determine if a credit can be provided.

For the purposes of the credit, the BMP(s) must be located on a parcel that is owned by the HOA or a resident in the HOA. BMPs located within City owned greenbelts or rights-of-way are not eligible. Additionally, BMPs that the City maintains through a dedicated maintenance easement or other legal agreement though lying within private property are also ineligible.

For the purposes of awarding the credit, the credit being applied for must be met for the entire development and must meet the credit conditions. For example, if a credit for channel protection is applied for, the channel protection requirements must be met for the entire development.

Any resulting credit awarded will be divided among eligible property owners within the HOA.

- Applications for a stormwater credit for existing facilities may be submitted to Peachtree City at any time. Approved credits will be applied to the customer's next billing cycle. For those applications submitted and approved by May 1, 2006, the credit shall be applied retroactively for the NSFR customer accounts and reflected on the customer's next Stormwater Utility bill. The SFR customers must secure the

credit before making payment since **no** refunds will be issued against payments already posted. In either case, the payment deadline shown on the customer's Stormwater Utility bill must be adhered to by the customer.

- Applications for a stormwater credit for new construction may be submitted once the BMP is in place or when the Stormwater Utility rate is applied, whichever is later.
- The City will, at its discretion, undertake periodic visual inspections of the BMPs being utilized to obtain a credit. Consequently, a Right-of-Entry or an access easement must be granted to the City for credits to be approved.
- The term of the credit varies based upon the type credit. See **Table 1** for credit terms. During the credit term, the City will conduct random inspections such that each credit could potentially be revoked. If the BMP facility is found to be functional and being properly maintained, the credit will remain in effect. Likewise, if the BMP facility is not functional or is not being maintained, the credit will be voided on the next billing cycle. Before a credit is re-instated, the property owner will have to reapply for the credit as outlined in this manual.
- Credits shall be for future charges only. No credits shall be given retroactively, or for past amounts paid.

Basic Procedures

Most of the credits in this manual require an application, and some of the credit applications require engineering calculations to verify eligibility to receive a credit. The credits associated with engineering calculations are identified in the manual and the credit application forms. The City requires that these calculations be performed, signed, and sealed in accordance with the professional certification provisions outlined herein. The procedure for filing a credit application includes the following tasks:

- Obtain an application packet from the City.
- If required by the credit, retain a professional engineer to perform the required analysis.
- Submit the completed application with all sections appropriately filled out, and all required information contained within or attached to the application.
- The City will review and rule on the eligibility of the credit application within 30 days of receipt of the completed Stormwater Utility credit application. Incomplete packages will not be considered by the City and will be returned to the customer for correction/revision. The decision of the City regarding credit eligibility is final.

- If the credit application is approved, the City will put the stormwater credit into affect with the next billing cycle.
- During the credit term, the City has the right to inspect the BMP facility to ensure it is functioning per the design documents and is being properly maintained.
- At the end of the credit term, the credit will automatically expire. It is the property owner's responsibility to ensure that an application is made prior to the credit expiring. Reapplication must be made to receive a credit. A new credit application is required at the end of the credit term.
- When credits are awarded for SFR customers, they will be applied to the next billing cycle. Since SFR properties are being billed annually, the credit will be posted and reflected in the next annual bill, except as noted herein for the first year of the Stormwater Utility. After the first year of the Stormwater Utility, SFR credits received and approved less than 30 days before the established annual billing date will be posted the following year. At this time, the City intends to establish the annual SFR billing date as April 1st each year. For NSFR properties, which are being billed monthly, the credit will be applied the month following approval of the credit. In the first year of the Stormwater Utility, NSFR credits will be posted retroactively provided they meet applicable deadlines outlined herein.

Design and Implementation

Any stormwater management system within the City must follow the recommendations and guidelines presented in the City's Water Resources Protection Ordinance, as well as the GSMM First Edition. The City's Water Resources Protection Ordinance (Article X of the Land Development Ordinance) provides the local framework for stormwater management within Peachtree City. Technical guidance for implementation of the goals outlined therein was incorporated into the ordinance via the GSMM by reference.

The GSMM can be found on the Internet by using the following link:
<http://www.georgiastormwater.org/>. This document discusses stormwater management planning and design, unified stormwater sizing criteria, and specific BMP controls achieving various levels of treatment. The unified stormwater sizing criteria accounts for varying levels of treatment provided for calculating BMP effectiveness.

Section 2. Credit Policies and Procedures

This section explains the procedures involved in applying for a stormwater credit. The procedures include step-by-step instructions and eligibility requirements for obtaining the Stormwater Utility credit.

Single Family Residential (SFR)

Listed below are the stormwater credits SFR property owners are eligible to apply for. Each credit is explained in more detail in the pages that follow. The SFR property owner shall follow the credit application procedures outlined herein for each credit.

- Low-Impact Parcel
- Watershed Stewardship

Low-Impact Parcel

There are several areas in the City where parcels are relatively large and the amount of impervious area, in comparison to the total lot size, is relatively small. These parcels have a resulting impact; whereby, there is a reduction of runoff impacts since most of the parcel is in an undeveloped or low impact condition.

Credit Description

A credit shall apply to those SFR property owners who can prove that their lots comply with the “low-impact” development provisions presented herein. This shall be achieved through the use of large lot SFR parcels and natural area conservation. Typical characteristics that shall apply are included in **Table 2**:

Table 2: Stormwater Utility Credit Requirements for Low-Impact Parcels

Parameter	Requirement
Impervious Cover (%)	Must be less than 15%
Total Site Area (Acres)	Must be greater than 2 acres

Each SFR property owner that wishes to apply for this credit shall be responsible for calculating the total site area, impervious surface area, and natural conservation area. Utilize the following procedures:

- Determine the total area of the SFR parcel. This must be a minimum of two acres.
- Determine the impervious area for the SFR parcel. The impervious area shall include the structure, driveway, sidewalk (do not include the sidewalk in front of the house next to the street), pool, pool deck, patio, shed, or any other accessory impervious area. The impervious surface must be less than 15% of the total (pervious area plus impervious surface) area of the parcel.
- If the SRF parcel meets all the requirements above, the customer would be eligible for a Stormwater Utility rate credit of 25%.

Stormwater Credit Application Procedures

The SFR property owner shall follow the procedures below when applying for a stormwater credit for Low-Impact Parcel:

- STEP 1: Obtain a credit application packet from the City.
- STEP 2: The property owner shall provide a copy of the information where the property owner obtained total parcel area and total impervious area. Total impervious area shall be detailed to include which portion pertains to the structure, driveway, sidewalk, and other accessory areas. This information should be documented in the form of a sketch that will allow City personnel to verify the measurements, calculations and other pertinent information.
- STEP 3: The property owner shall submit the credit application, complete with the relevant documentation and calculations, and a Right of Entry Agreement to the City.

Upon receipt of the credit application, the City shall review the documentation and calculations. Upon verification, the stormwater credit will be applied, starting with the next billing cycle. If the City inspector does not approve of the customer's application for a Stormwater Utility credit under the low-impact criteria, the City will send a letter to the property owner explaining why the credit application was not approved.

Renewal of the Stormwater Utility credit shall be in accordance with the Basic Procedures section of this manual and the requirements listed above. A 25% credit is available for the Low-Impact Parcel credit.

Watershed Stewardship

SFR property owners are eligible for a stormwater credit if the property owner participates in an eligible, City approved local watershed stewardship event. Eligible events are set up, organized, and executed through a partnership with citizens, local groups, county, and federal agencies. The City has identified eligible watershed stewardship BMPs in their National Pollutant Discharge Elimination System (NPDES) Phase II Stormwater Permit Notice of Intent (NOI) to the Georgia Department of Natural Resources (DNR) Environmental Protection Division (EPD).

Credit Description

In general, eligible watershed stewardship activities will include community stream clean-ups via City approved organizations (such as Rivers Alive and the Great American Clean-Up Campaign). In addition, watershed stewardship programs such as Adopt-A-Stream, Adopt-A-Park, Adopt-A-Mile, and Adopt-A-Path will be considered eligible watershed stewardship activities. Other eligible programs might be added to the City's NPDES Phase II Stormwater Permit NOI in the future, but customers should verify activity eligibility with the City Stormwater Manager in advance.

The City shall provide a schedule of Watershed Stewardship Program event dates and locations. Each SFR property owner shall be responsible for reserving space for participation in each event by contacting the City Stormwater Manager. The City shall have a maximum enrollment for each event and try to assign participation roles in a manner that fosters equal opportunity. Several events shall be scheduled throughout the year, subject to City staffing resources. However, the City is not required to schedule events to match demand from SFR property owners.

There shall only be one stormwater credit certificate issued per SFR property. Participation may include more than one person. However, the certificate may only be issued for those properties where the property owner or adult over the age of 18 responsible for paying rent or mortgage is one of the participants, unless otherwise approved by the City Stormwater Manager. It is the property owner's responsibility to maintain the location of the certificate and to provide this certificate upon payment of the Stormwater Utility fee. Certificates shall be issued for a minimum of eight hours of participation in an event. No replacement certificates shall be issued for those lost or misplaced.

Stormwater Credit Application Procedures

The SFR property owner shall follow the procedures below when applying for a stormwater credit for watershed stewardship:

STEP 1: Obtain a credit application packet from the City.

STEP 2: The property owner shall secure the appropriate attendance certificate for the Peachtree City Watershed Stewardship Program event. Attendance at Fayette County or other events is not transferable to Peachtree City's Stormwater Utility credit program, unless approved by the City Stormwater Manager.

STEP 3: The property owner shall submit the credit application, complete with the relevant certificate, to the City.

Upon receipt of the credit application, the City shall review the certificate with the event and the participation roster. Upon verification, the stormwater credit will be applied starting with the next billing cycle.

If the City Stormwater Manager does not approve of the certificate being utilized for the watershed stewardship Stormwater Utility credit, the City will send a letter to the property owner explaining why the credit application was not approved. If the property owner reapplies, and the verification results in an approval of the application, the City will notify the property owner of the credit amount and the date the credit will become effective.

The property owner shall continue to participate in the stewardship events annually to receive a certificate. Renewal of the Stormwater Utility credit shall be in accordance with the Basic Procedures section of this manual and the requirements listed above. A 25% credit is available for watershed stewardship.

Rainwater Harvesting

The City recognizes that reducing the amount of runoff leaving residential properties via interception and storage in rain barrels not only reduces the demand on the downstream drainage network but also potentially reduces the need for irrigation water from the potable water system. As such, the City has implemented a credit for those residential customers who install rain barrels on their property to intercept rain water from the roof of their house.

Credit Description

A credit shall apply to those Residential customers who can provide documentation that a minimum of one-half of the downspouts from their roof gutter system are connected to rain barrels of at least 40 gallons in size. Upon approval of the credit, the customer shall receive a credit not to exceed 10% of the total bill.

Please note: This credit is good for three years, upon re-application for this credit, the credit shall be 10% for all subsequent re-applications and years.

Each Residential customer shall utilize the following procedures:

- The customer shall provide documentation via a sketch of the home and / or photographs of the barrels such that each downspout is connected to an approved rain barrel.
- Approved rain barrels shall consist of a water tight barrel with a capacity of 40 gallons or more which shall allow interception of rain water from a downspout. Additionally, the rain barrel must have a spigot such that stored runoff water can be drained in a controlled manner at a later time.

Stormwater Credit Application Procedures

The Residential customer shall follow the procedures below when applying for a stormwater credit for a Residential Rain Barrel credit:

STEP 1: Obtain a credit application packet from the City.

STEP 2: The customer shall submit the credit application, complete with the relevant documentation and calculations, and a Right of Entry Agreement to the City.

Upon receipt of the credit application, the City shall review the documentation. Upon verification, the stormwater credit will be applied, starting with the next billing cycle. If the City inspector does not approve of the customer's application, the City will send a letter to the customer explaining why the credit application was not approved.

The customer shall continue to maintain the Residential Rain Barrels during the full credit term. Renewal of the stormwater utility credit shall be in accordance with the Basic Procedures section of this manual.

Stormwater Credit Application Procedures

The SFR property owner shall follow the procedures below when applying for a stormwater credit for watershed stewardship:

STEP 1: Obtain a credit application packet from the City.

STEP 2: The property owner shall secure the appropriate attendance certificate for the Peachtree City Watershed Stewardship Program event. Attendance at Fayette County or other events is not transferable to Peachtree City's Stormwater Utility credit program, unless approved by the City Stormwater Manager.

STEP 3: The property owner shall submit the credit application, complete with the relevant certificate, to the City.

Upon receipt of the credit application, the City shall review the certificate with the event and the participation roster. Upon verification, the stormwater credit will be applied starting with the next billing cycle.

If the City Stormwater Manager does not approve of the certificate being utilized for the watershed stewardship Stormwater Utility credit, the City will send a letter to the property owner explaining why the credit application was not approved. If the property owner reapplies, and the verification results in an approval of the application, the City will notify the property owner of the credit amount and the date the credit will become effective.

The property owner shall continue to participate in the stewardship events annually to receive a certificate. Renewal of the Stormwater Utility credit shall be in accordance with the Basic Procedures section of this manual and the requirements listed above. A 10% credit is available for watershed stewardship.

Non-Single Family Residential (NSFR)

NSFR property owners can apply for the credits listed below provided they meet specified eligibility requirements. Each credit is explained in more detail in the pages that follow:

- Water Resources Education Programs
- NPDES Industrial Stormwater General Permit Compliance
- Management of the Stormwater Runoff Water Quality Volume
- Management of the Stormwater Runoff Channel Protection Volume
- Management of the Stormwater Runoff Overbank Flood Protection Volume
- Management of the Stormwater Runoff Extreme Flood Protection Volume

The last four credits listed above are part of the Unified Stormwater Sizing Criteria discussed in the GSMM. These four credits will be discussed as a group under the Unified Stormwater Sizing Criteria heading.

Water Resources Education Programs

It is the goal of Peachtree City to strongly and financially encourage both public and private educational systems (grades 1-12 inclusive), to educate and inform their students on the importance of surface water, ground water and stormwater resources, and how they can play a role in preserving and restoring the physical, chemical, and biological integrity of the City's water resources. Consequently, the owner of property which is used as a site for a public or private school and which agrees to teach an environmental science curriculum that includes an eligible water resources education program at the primary or secondary level may receive a credit against the stormwater user fee charge.

Eligibility

The education credit shall be available to all public or private educational systems in grades 1-12 inclusive, which teach as part of their official curriculum, the *WaterWiseTM* program, EnviroScape Program, GLOBE (Global Learning and Observation to Benefit the Environment) Program, Project WET, or another such program approved by the City Stormwater Manager:

- The credit shall not be available to non-education individual SFR and NSFR customers.
- The credit shall not be available to educational institutions which have less than one thousand (1,000) full-time students enrolled in the system.
- The credit will be applied system wide and within the jurisdiction/service area of the Peachtree City Stormwater Utility.

- No other curriculum shall be eligible for such credit unless granted by the City Stormwater Manager.
- The credit shall not be applied retroactively in the first year of the Stormwater Utility unless it meets the deadlines specified herein. The credit will be applied at the next billing cycle following credit approval.

Amount of Credit

The education credit will not exceed 75% of the total user fee charge for the school system properties/facilities. Education credits may be taken in conjunction with, and in addition to, other credits available under this section that the customer is eligible to secure. School systems do not need to offer the curriculum during the summer to obtain a 12-month credit.

Education Credit Application Procedures

Prior to July 1 of each year, the superintendent of the Fayette County School System or in the case of private schools the Chief Executive Officer of the school, shall certify to the City Stormwater Manager, the water resources based curriculum is being taught in each school for which an education credit is being claimed and the extent to which such curriculum is being taught. For purposes of this education credit, a public school shall be any school operated by the Fayette County School System and a private school shall be a school operated by a private entity teaching some, or all, of the grades K-12 at which are taught subject(s) commonly taught in the public schools operated by the Fayette County School System.

The following additional information should be provided to help assess the credit allowance:

- Address of site (property) and point of contact.
- Approximate number of total students per grade and total school enrollment at the site(s).
- Approximate number per grade that will take the curriculum.

NPDES Industrial Stormwater General Permit Compliance

By complying with NPDES Industrial Stormwater General Permit requirements for industrial facilities, NSFR property owners are helping the City address potential water quality issues onsite before they are discharged into the public drainage system and/or Waters of the State. Therefore, these properties are eligible for a Stormwater Utility credit. If the NSFR property owner has properly secured coverage under the NPDES Industrial Stormwater General Permit, and is in compliance with all applicable requirements (i.e. development and implementation of a Stormwater Pollution Prevention Plan (SWPPP)), a credit application may be filed with the City.

Stormwater Credit Application Procedures

The following requirements will apply for NSFR property owners who qualify for an NPDES Industrial Stormwater General Permit Stormwater Utility credit:

- NSFR properties that operate under compliance with their NPDES Industrial Stormwater General Permit are eligible for a credit in their Stormwater Utility fee. The credit shall only be applied to that portion of the property covered by the permit.
- It is the property owner's responsibility to obtain a credit application from the City. The property owner shall complete the application, attaching any required documents verifying compliance with the NPDES Industrial Stormwater General Permit. At a minimum, the documentation attached to the credit application shall include the following:
 - Address of site and point of contact
 - Copy of the current NPDES Industrial Stormwater Permit NOI
 - Copy of a summary annual report of compliance
 - Copy of the SWPPP
 - Certification by the responsible party/permit holder that the SWPPP is being implemented
- Once complete, the application shall be submitted to the City.
- Upon approval, the credit will be applied at the next billing cycle following approval. The maximum credit amount available for NPDES Industrial Stormwater General Permit compliance is 10%.
- The NSFR property owner shall continue to send a copy of an annual summary report of compliance to the City Stormwater Manager and continue to comply with their NPDES Industrial Stormwater General Permit requirements. The property owner will be responsible for sending the annual report to the City. Failure to do so will nullify the Stormwater Utility fee credit.
- Prepare and submit a Right of Entry Agreement.

Unified Stormwater Sizing Criteria

The four treatment levels of the unified stormwater sizing criteria include water quality, channel protection, overbank flood protection, and extreme flood protection. **Table 3** presents each treatment level with a description of each, as provided in the GSMM.

Table 3: Unified Stormwater Sizing Criteria

Treatment Level	Maximum Available Credit	Description ¹
Water Quality	10%	Treat the runoff from 85% of the storms that occur in an average year. Per the GSMM, this equates to providing water quality treatment for the runoff resulting from a rainfall depth of 1.2 inches. Reduce average annual post-development TSS loadings by 80%.
Channel Protection	10%	Provide extended detention of the 1-year storm event released over a period of 24 hours to reduce bankfull flows and protect downstream channels from erosive velocities and unstable conditions.
Overbank Flood Protection	10%	Provide peak discharge control of the 25-year storm event such that the post-development peak rate does not exceed the predevelopment rate to reduce overbank flooding.
Extreme Flood Protection	10%	Evaluate the effects of the 100-year storm on the stormwater management system, adjacent property, and downstream facilities and property. Manage the impacts of the extreme storm event through detention controls and/or floodplain management.

1) Description of each treatment level is as published in Chapter 1.3 of the GSMM (August 2001).

The various options available for providing the desired level of treatment can be found in the GSMM. Volume 2, Chapter 1.3 provides an overall comparison of BMP options as they apply to the four levels of the unified stormwater sizing criteria. Volume 2, Chapter 3 provides more detailed information on each BMP. Design examples for a select number of BMPs are provided in Volume 2, Appendix D.

NOTE: All work associated with pursuit of a Stormwater Utility fee credit shall be done in strict accordance with the City's current ordinances related to the management of stormwater runoff.

Credit Applications

Credit applications are required for all credits included in this manual. **Appendix A** provides the credit application forms for the applicable credits described in this manual. **Appendix B** contains miscellaneous forms required as part of the Stormwater Utility credit application process, including a Right-of-Entry Agreement and a City inspection form.

APPENDIX A

- A-1: NPDES Industrial Stormwater General Permit Credit Application Form**
- A-2: Stormwater Utility Credit Application Forms**

Appendix A-1

NPDES Industrial Stormwater General Permit Credit Application Form

PEACHTREE CITY

NPDES Industrial Stormwater General Permit Compliance Credit Application/Renewal Form

Instructions:

Fill out this form completely. A separate application must be made for each separate property location. One application must be submitted for each separate NPDES Industrial Stormwater General Permit. Please ensure all NPDES permitted facilities are in a proper state of repair and maintained.

Fill out and attach the following:

- NPDES permit
- Previous year's annual report
- Copy of the Stormwater Pollution Prevention Plan (SWPPP)
- Right of Entry Agreement

Mail the completed forms, annual report, the NPDES Industrial Stormwater Permit NOI, and SWPPP to:

Peachtree City
Attn: City Stormwater Manager
153 Willowbend Road
Peachtree City, GA 30269

Parcel Identification Number:	
Property Owner Name:	
Property Address:	
Property City/Zip Code:	
Property Owner E-mail Address:	
Property Owner Phone/Fax Number:	
Mailing Address:	

I hereby request Peachtree City to review this application for a stormwater service fee credit. I certify that I have authority to make such a request and grant such authority for this property. The attached information is true and correct to the best of my knowledge and belief. (This form must be signed by the financially responsible person if an individual, or if not an individual by an officer, director, partner, or registered agent with authority to execute instruments for the financially responsible person). I agree to provide corrected information should there be any change in the information provided herein.

Type or print name

Title or Authority

Signature

Date

Appendix A-2

Stormwater Utility Credit Application Forms

PEACHTREE CITY***SFR Stormwater Utility Credit Application Form*****Instructions:**

Fill out this form completely. One application must be submitted for each separate property location. Follow the steps outlined in the applicable section of this Credit Manual. Attach all appropriate documentation to support this request, as outlined herein.

Fill out and attach appropriate documentation. Mail completed form (with attachments) to:

Peachtree City
Attn: City Stormwater Manager
153 Willowbend Road
Peachtree City, GA 30269

Place a check next to the credit being applied for with this application:

	Type Credit	Applicability/Requirements
	Low Impact Parcel	SFR property
	Watershed Stewardship	SFR property
	Rainwater Harvesting	SFR property

General Information:

Owner Name:	
Owner Mailing Address:	
Owner Mailing City/Zip:	
Contact Phone/Fax Number:	
Contact E-mail Address:	

Property Information:

Parcel ID Number:	
Parcel Address (number and street):	
Parcel Address (city and state and zip)	
Parcel Location/Development:	
Authorized Contact, if different than owner:	

PEACHTREE CITY

SFR Stormwater Utility Credit Application Form (continued)

I hereby request Peachtree City to review this application for a stormwater service fee credit. I further authorize Peachtree City to investigate the impervious area characteristics of the above identified parcel for the purpose of assessment for a stormwater service fee credit. I certify that I have authority to make such a request and grant such authority for this property. The attached information is true and correct to the best of my knowledge and belief. (The financially responsible person must sign this form if an individual, or if not an individual by an officer, director, partner, or registered agent with authority to execute instruments for the financially responsible person). I agree to provide corrected information should there be any change in the information provided herein.

Type or print name

Title or Authority

Signature

Date

Approval:

City Stormwater Manager

Date

PEACHTREE CITY

NSFR Stormwater Utility Credit Application Form

Instructions:

Fill out this form completely. One application must be submitted for each separate property location. Multiple stormwater controls may be included in the application for a single property location. Please ensure all stormwater management facilities are in a proper state of repair and maintained. Attach all appropriate documentation to support this request. Documentation shall include:

1. Site plan with stormwater facilities and contributory drainage area.
2. Description of stormwater control facilities.
3. Appropriate pages from Volume 2 of the Georgia Stormwater Management Manual (August 2001, or as amended) identifying design requirements for each on-site stormwater control.
4. Documentation that the stormwater control facilities meet one or more criteria for the user fee credit (technical report).
5. Seal by professional engineer licensed in Georgia (does not apply to educational credit).

Fill out and attach a Right-of-Entry Agreement. Mail completed form (with attachments), and Right-of-Entry to:

Peachtree City
Attn: City Stormwater Manager
153 Willowbend Road
Peachtree City, GA 30269

Place a check next to the credit being applied for with this application:

Type Credit	Applicability/Requirements
Educational Institution	Public & Private schools grades 1-12
Water Quality	NSFR property - requires PE certification
Channel Protection	NSFR property - requires PE certification
Overbank Flood Protection	NSFR property - requires PE certification
Extreme Flood Protection	NSFR property - requires PE certification

General Information:

Owner Name:	
Owner Mailing Address:	
Owner Mailing City/Zip:	
Contact Phone/Fax Number:	
Contact E-mail Address:	

PEACHTREE CITY

NSFR Stormwater Utility Credit Application Form (continued)

Property Information:

Parcel ID Number:	
Parcel Address (number and street):	
Parcel Address (city and state and zip)	
Parcel Location/Development:	
Authorized Contact, if different than owner:	

I hereby request Peachtree City to review this application for a stormwater service fee credit. I further authorize Peachtree City to inspect the above identified stormwater facility(ies) for the purpose of assessment for a stormwater service fee credit. I certify that I have authority to make such a request and grant such authority for this property. The attached information is true and correct to the best of my knowledge and belief. (The financially responsible person must sign this form if an individual, or if not an individual by an officer, director, partner, or registered agent with authority to execute instruments for the financially responsible person). I agree to provide corrected information should there be any change in the information provided herein.

Type or print name

Title or Authority

Signature

Date

Approval:

City Stormwater Manager

Date

APPENDIX B

B-1: Right-of-Entry Agreement

**B-2: Inspector Checklist for Stormwater Control Facility
Inspection**

Appendix B-1

Right-of-Entry Agreement

PEACHTREE CITY

Right of Entry Agreement – Stormwater Utility Credit Inspection

STATE OF GEORGIA
FAYETTE COUNTY

I/We _____, the owner(s) of the property commonly identified as _____, Peachtree City, Fayette County, State of Georgia, do hereby grant and give freely and without coercion, the right of access and entry to said property to the City of Peachtree City, its agents, contractors, and subcontractors thereof, for the purpose of performing necessary inspections of onsite stormwater controls and site activities related to stormwater runoff management on the _____ (hereinafter "facility") located on Lot _____ subdivision in Peachtree City, Georgia.

The undersigned agrees and warrants to waive and hold harmless the City of Peachtree City, its agents, employees, contractors, and subcontractors, for damage of any type, or any claim or action, either legal or equitable that might arise out of any activities on the above described property that are conducted by the City of Peachtree City, its agents, employees, contractors and subcontractors, pursuant to this Agreement.

In consideration of this Right of Entry Agreement and the rights granted to the City of Peachtree City herein, the receipt and sufficiency of which is hereby acknowledged, the City of Peachtree City agrees, to perform only visual inspections, and review pertinent facility records, necessary to verify stormwater utility credit eligibility.

I/We, will not receive(d) any compensation for this Right of Entry agreement.

For the considerations and purposes set forth herein, I set my hand this _____ day of _____ 20____.

Witness

Owner

Notary

Owner

Address

Appendix B-2

Inspector Checklist for Stormwater Facility Inspection

Inspector's Checklist for Stormwater Control Facility Inspection

- Make contact with the authorized contact from Credit Application Form and notify of and coordinate site inspection. Authorized contact or owner need not be present for site inspection though inspector should make every effort to accommodate authorized contact's availability to accompany inspector.
- Fill out the form completely only if the facility is in proper state of maintenance and repair. If not in proper repair and maintenance fill out only the "General Information" and "Maintenance and Repair" sections and return to the City Stormwater Manager.
- If site plans were supplied by engineering and all dimensions and necessary site improvement details can be checked against the plans, then only deviations from the plans should be noted and annotated in red pen on the plans. If plans are used, check the blocks in the "Facility" and "Drainage Area" sections.
- If site plans are not available or not used fill out all sections fully.
- Attach Credit Application Form and return to the City Stormwater Manager.

Inspector's Name: _____ Date Inspected: _____

Description	YES	NO ¹
Is facility compliant with <i>Georgia Stormwater Management Manual</i> ?		
Is facility clear of sediment deposits or debris that significantly reduce operating ability or capacity?		
Is facility in good repair to allow proper function?		
Is the facility emergency overflow (if applicable) in proper repair and not eroded?		
Comments on "NO" check marks and Other Pertinent Comments:		

(1) Note: A "NO" check will void the credit application. When the condition is remedied, a new application may be submitted.

PEACHTREE CITY

Inspector's Checklist for Stormwater Control Facility Inspection (continued)

Site Plan Available? Yes ☐ No ☐

[Check block to refer reviewer to City supplied site plan. If all necessary information is not supplied on the site plan give additional information here.]

Facility Dimensions and Layout (provide sketch with dimensions):

Note: Outlet information, if applicable, must be sufficient to develop a rating curve for the facility.

Facility Ancillary Device Layout (provide sketch with approximate dimensions):

Note: Dimensions and sketch must be sufficient to calculate volume of storage area (if applicable) from lowest outlet elevation to top of overflow point.

City Council of Peachtree City

Agenda

February 7, 2013

7:00 p.m.

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Announcements, Awards, Special Recognition**
Recognize McIntosh Boys Cross Country Team – State AAAAA championship
Recognize Employees for 15 Years of Service – Steve McCook, Gary Meier, Mike Hunnicutt
Presentation on Fayette Care Clinic – Sheryl Wafford, Executive Director
- IV. Public Comment**
- V. Agenda Changes**
- VI. Minutes**
January 10, 2013, Regular Meeting Minutes
January 30, 2013, Special Called Meeting Minutes
- VII. Monthly Reports**
- VIII. Consent Agenda**
 - 1. Consider Agreement with CVB for Financial and Other Services**
 - 2. Consider Approval of Residential Solid Waste Franchise Agreement – Dependable Waste**
 - 3. Consider Dedication of Sewer Easement at Meade Field to Water & Sewerage Authority (WASA)**
 - 4. Consider Easement Dedication to Atlanta Gas Light for Installation of New Gas Line to Recreation Administration Building**
 - 5. Consider Budget Amendment – Fiscal Year 2012**
 - 6. Consider Budget Amendments – Fiscal Year 2013**
- IX. Old Agenda Items**
- X. New Agenda Items**
 - 02-13-01 Public Hearing – Variance from Floodplain Protection Ordinance – Kroger, Braelinn Village**
Kroger expansion requires reconfiguration of service & delivery area extending into regulatory floodplain adjacent to the retail center – STAFF MEMO READY MONDAY
 - 02-13-02 Public Hearing – Consider Special Use Permit for Braelinn Village Retail Center**
Kroger desires to increase the size of the store by 40,000 square feet, requiring a Special Use Permit
(Link to Kroger Application)
 - 02-13-03 Public Hearing – Variance from Floodplain Protection Ordinance – Newnan Utilities**
Applicant desires to build new electrical building adjacent to Line Creek – STAFF MEMO READY MONDAY
 - 02-13-04 Public Hearing: Consider Variance to Rear Building Setback, 2053 Village Park Drive**
Staff determined variance is not necessary and recommends the application be withdrawn
 - 02-13-05 Consider Bids for Pool Resurfacing (Kedron)**
Request to accept bid from ACE Pools for resurfacing of Kedron pools
 - 02-13-06 Consider Amendment to Stormwater Ordinance, including Approval of Stormwater Utility Rate Schedule**
To become effective April 1, 2013, after sale/refunding of 2013 SW Utility Bonds
- XI. Council/Staff Topics**
Hot Topics Update
- XII. Executive Session**

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

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager 
Community Services Director 
City Engineer DB/oe 

FROM: Planning and Zoning Administrator

DATE: February 4, 2013

SUBJECT: Proposed Variance – The Kroger Company (V-2012-08)
February 7, 2013 City Council agenda

Recommendation:

That Council approve the variance request to Section 1007.4.c(1) of the city's floodplain management/ flood damage prevention ordinance, specifically to allow fill to be placed within the regulatory floodplain in order to accommodate the expansion of the existing Kroger grocery store within the Braelinn Village retail center.

Discussion:

Staff has been coordinating with the Design Team for the proposed expansion of the existing Kroger grocery store within the Braelinn Village retail center. The project would include the addition of 42,800 SF of floor area as well as an expansion and reconfiguration of the existing service court behind the store.

The western side of the proposed development would encroach approximately 27' into the future conditions floodplain as identified by the city. The Applicant is proposing modifications within the existing natural area north of the project site that would provide additional storage to compensate that which is being lost due to the expansion. Both the existing floodplain and the proposed flood capacity are located on property owned by Braelinn Village I, LLC.

The floodplain management/ flood damage prevention ordinance regulates development within and adjacent to these areas and prohibits new construction within these areas.

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Section 1007.4.c(1) stipulates:

- c. No development shall be allowed within any area located at or below the base flood elevation except for new multi-use paths and perpendicular road or path crossings. No new path or perpendicular road or path crossing shall be allowed that could result in any of the following items under this section.

Subsection (1) would prohibit the placement of fill within the floodplain as proposed by the Applicant without first securing a variance from City Council. In accordance with the ordinance, variances shall be issued only when there is:

- (i) A finding of good and sufficient cause;
- (ii) A determination that failure to grant the variance would result in exceptional hardship; and
- (iii) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, or the creation of a nuisance.

Applications must also follow the established variance process.

Review criteria:

Section 1207 of the City's Zoning Ordinance stipulates that City Council shall not grant a variance request unless all of the following findings can be made:

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

Staff findings:

- There are special circumstances applicable to this request, as the existing retail center was constructed immediately adjacent to the existing and FEMA floodplain.
- The future conditions floodplain, as established by the city, further encroaches into the overall retail center property, limiting development in some areas.

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- (b) The strict or literal interpretation and application of this ordinance would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the Zoning Ordinance, or would deprive the Applicant of privileges granted to others in similar circumstances;**

Staff findings:

- The strict interpretation of this ordinance would limit the Applicant's ability to expand their existing grocery store and service court as proposed. The Applicant has indicated the size of the expansion is dictated by the interior furnishings layout, the location of loading areas and internal storage areas.

- (c) There are exceptional or extraordinary circumstances or conditions applicable to the property involved or the intended development of the property which preclude the applicant from complying with this ordinance and that do not apply generally to other property in the same zoning district and which prevent the applicant from complying with existing regulations;**

Staff findings:

- There are exceptional or extraordinary circumstances or conditions applicable to the property. The overall retail center was constructed to avoid the FEMA floodplain. Since that time, the city has adopted an existing and future conditions floodplain, which extends into and encompasses a portion of a 5-acre tract of undeveloped land behind the existing Kroger store. The fill that will be required to accommodate the proposed expansion would encroach into the existing and future conditions floodplain.

- (d) The granting of such variance will not constitute the granting of special privileges inconsistent with the limitations on other property in the same zoning district; and**

Staff findings:

- The variance would be specific to this site and would enable this project to move forward. Simply put, if the variance is not granted, the proposed improvements cannot be constructed.
- The city has granted similar variances to the Peachtree City Little League to accommodate the construction of a batting cage at the Baseball and Soccer Complex, to SANY to accommodate

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construction of their facility and most recently to the Fayette County Water Department to accommodate construction of the park and boat ramps at Lake McIntosh.

- (e) The granting of such variance will not be materially detrimental to the public health, safety, or general welfare nor injurious to property or improvements in the zone or neighborhood in which the property is located.**

Staff findings:

- One of the stated purposes of the floodplain management/ flood damage prevention ordinance is *"to prevent or regulate the construction of flood barriers which would unnaturally divert flood water or which may increase flood hazards to other lands"*.
- The Applicant is proposing to provide additional floodplain capacity north of the proposed expansion project, and has provided a detailed report and modeling indicating, with these improvements, there would not be an increase to the future flood plain conditions.

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

Staff findings:

- The comprehensive plan encourages the preservation of open space and the protection of the City's natural resources, including regulatory floodplains. We do know, however, from time to time there may be projects that can only be constructed by encroaching into these areas. The variance process was put in place to review these requests on a case-by-case basis.

The floodplain management/ flood damage prevention ordinance stipulates that variances shall be issued only when there is:

- (i) A finding of good and sufficient cause;
- (ii) A determination that failure to grant the variance would result in exceptional hardship; and
- (iii) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, or the creation of a nuisance.

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After a detailed review of this proposal as well as the documentation provided by the Applicant, it is Staff's position the variance should be approved subject to the following understandings and conditions:

1. *The portion of the regulatory floodplain that will be cleared and graded to provide additional storage capacity shall be identified in the field and approved by Staff prior to any clearing or grading.*
2. *The Applicant shall provide a detailed inventory of all understory and canopy trees as defined by the landscape ordinance, including species and caliper inches, to be removed. A re-vegetation plan shall be prepared specific to this area that provides no less than 50% of the total caliper inches of both canopy and understory trees to be removed, the intent being to re-naturalize this area.*

Attachments

**AN ORDINANCE TO AMEND ARTICLE X, REQUIREMENTS BY DISTRICT,
OF THE PEACHTREE CITY ZONING ORDINANCE
TO ESTABLISH SECTION 1006D.2 TO PERMIT A 42,800 SF EXPANSION OF
THE EXISTING KROGER STORE WITHIN THE BRAELINN VILLAGE RETAIL
CENTER, 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, be amended to add Section 1006D Special Use Permits (approved), as follows:

(Section 1006D.2) The Kroger Company – Braelinn Village retail center.

It is intended that a Special Use Permit be established for the proposed expansion of the existing Kroger grocery store within the Braelinn Village retail center on Crosstown Drive. The proposed expansion is limited to the Kroger Company only and shall not exceed 42,800 SF in size. The expansion shall be developed in accordance with the conditions set forth in this ordinance.

In the event of a conflict between the provisions of this ordinance and the regulations of the GC zoning district, the most restrictive regulation shall apply.

(Section 1006D.2.1) Legal description.

The Special Use Permit shall be limited to the tract of land described within Exhibit "A".

(Section 1006D.2.2) Conditions of approval.

The Special Use Permit shall be granted subject to the following understandings and conditions:

1. Development shall take place in conformance with the Schematic Site Plan prepared by Crescent View Engineering, LLC (last revised December 14, 2012), a copy of which is attached hereto as Exhibit "A" and incorporated herein by express reference. Any substantive change to this plan or any of the conditions and requirements of this

section shall require an amendment of the Special Use Permit application approved by City Council.

2. The appearance of the exterior of the proposed building shall be designed in conformance with the Exterior Color Elevation Rendering prepared by Integrated Designs International Architectural Studio (last revised December 13, 2012), 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 an amendment of the Special Use Permit application approved by City Council.
3. The side elevation of both the east and west building additions shall contain architectural features to minimize the appearance of blank walls. The architectural detailing, building materials and color selections as shown on the Exterior Color Elevation Rendering as described above shall extend no less than one hundred feet from the front corner of the building towards the service court. The remainder of these walls, as well as the rear of the building, shall be painted to match.
4. The ten (10) parking spaces adjacent to the west building elevation shall be removed and this area reconfigured to accommodate plant material.
5. The design of all parking areas, including the dimensions of all planting islands, shall comply with city ordinances and be reflected on the conceptual site plan submittal.
6. The location of all dumpsters and associated dumpster enclosures shall be identified on the conceptual site plan and shall be screened in accordance with city ordinances. All dumpsters associated with Kroger or the proposed expansion shall be located and designed such that noise generation will be kept to a minimum. Where applicable, compactors shall be located within these buildings to minimize noise.
7. The Applicant shall work with City Staff to identify locations for golf cart parking and associated charging stations, both of which shall be located within close proximity to the entrance to the store and identified on the conceptual site plan submittal. No less than four (4) golf cart charging stations and/ or outlets for charging golf carts shall be provided in close proximity to these parking spaces.

8. Site lighting associated with this expansion and all lighting proposed on the exterior of the building shall comply with the city lighting ordinance. A detailed photometric site lighting plan, which includes lighting on the exterior of all buildings, shall be prepared and submitted prior to approval of the final site plan. Site and security lighting shall be designed to prevent glare and spillover onto the adjoining property.
9. It is understood that clearing or grading shall not be permitted until the final site plan is approved.
10. It is understood that modifications to the proposed site plan and building elevations may be required based on conditions that may be imposed as a part of the Special Use Permit review process.
11. The Applicant shall continue to work with City Staff and the Planning Commission to ensure that all elements of the proposed site plan and building elevations comply with current city ordinances.
12. The Applicant shall provide additional landscaping that amounts to no less than 25% of the caliper inches of both canopy and understory trees required for the expansion by the city's landscape ordinance. The additional plant material shall be field located by the City Landscape Architect within the natural area between the multi-use path and the proposed retaining wall to augment existing vegetation and to buffer the proposed site improvements.

It is understood this plant material may be installed on city-owned property adjacent to the retail center or on other city-owned tracts of land as identified by the City Landscape Architect. It is also understood the Applicant shall warranty and maintain this plant material in accordance with the landscape ordinance.

13. The Applicant shall continue to coordinate with the City Engineer related to the additional vehicular trips generated by the proposed expansion to determine what, if any, improvement might be needed at the existing entrances into the retail center from Crosstown Drive.
14. The Applicant shall continue to coordinate with the City Engineer related to the stormwater management plan and potential impacts to the adjoining Flat Creek Nature Area.
15. Should there be substantial changes to the schematic site plan submitted as a part of the Special Use Permit application, the Applicant shall file a new site plan and supporting documentation in

accordance with the established criteria within Section 1006.4(f) of the GC General Commercial zoning ordinance.

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

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

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

This _____ day of _____ 2013.

Donnie O. Haddix, Mayor

Attest:

City Clerk

**UNAPPROVED EXCERPT OF MINUTES
PLANNING COMMISSION MEETING
January 14, 2013**

WORKSHOP ITEM

Discussion of a Proposed Special Use Permit for the Braelinn Village retail center to accommodate an increase in the size of the Kroger store by 40,000 SF which will require a Special Use Permit.

Mr. Rast gave a brief introduction to this proposal and noted that Staff had been working with the Applicant for several months. Because the overall Braelinn Village retail center was constructed prior to the adoption of the city's Special Use Permit process, the ordinance classified the existing development as a "conforming special use."

Because of the size of the expansion in relation to the overall retail store as well as the overall development, it was classified as a major expansion and therefore must comply with the provisions established within the Special Use Permit process.

Mr. Rast described the existing conditions and pointed out the property line that separated the Braelinn Village retail center from the Flat Creek Nature Area which was owned by the city. A tract of land behind Kroger was also owned by the owner of the retail center.

Mr. Rast explained that The Kroger Company was proposing a 42,800 SF expansion of their existing retail store, with additions of 21,400 SF each to be constructed on either side of the existing retail store. Existing tenants within these retail spaces would be relocated elsewhere within the shopping center.

Mr. Rast also pointed out the service court behind the store and noted there was some employee parking behind the store. A portion of the service court would extend onto the tract of land that was owned by the owners of Braelinn Village.

Mr. Conner asked what that piece of property looked like and whether it was buildable or landlocked. Mr. Rast said it was not buildable, but it would be accessible from the service court. There would be no change to the existing cart path along the rear of the store, but the development would be closer to that area.

Mr. Arahn Hawkins, a Real Estate Manager with the Atlanta division of Kroger, was in attendance with their engineering team to represent Kroger. He explained the following:

- They were responsible for overseeing over 214 stores in the Southeast division of Kroger as well as 140 fuel centers.
- Their goal for all of those stores was to make them as large as possible to try to fit their prototype which today was 123,000 SF.
- The Kroger store at Kedron was a little under 80,000 SF. Mr. Conner asked if they would also want that store to be 123,000 SF in the future. Mr. Hawkins said a lot of stores were not able to expand to that extent because of constraints of the shopping center owner or the land. However, when the opportunity presented itself, they wanted to expand.

Mr. Conner asked how many of their stores were over the 80,000 SF range. Mr. Hawkins said there were at least 12 to 15 stores over that size, and none of them were on the south side of town. Their largest store in the metro Atlanta area was in Smyrna at 94,000 SF. There were two 123,000 SF Market Place stores, both in Knoxville, Tennessee. This would be their largest store in Georgia if it beat another store they were proposing in Athens.

Mr. Hawkins further stated that their corporate direction had been for them to expand their stores where space was available. They had a lot of success with their larger stores where they could offer more products. Roughly 40 stores had been expanded in the last five years, and they were familiar with the process. The store would remain open during the expansion which took between 12 and 18 months to complete. This was the most they could expand in this shopping center. The store opened in 1989 with 66,000 SF and had been a very good store for them. This was a consideration in their decision to do this expansion as they needed to get a good return on their investment. The last significant investment at this store was \$2 million in 2004.

Mr. Hawkins thought Peachtree City residents deserved a state-of-the-art store. In addition to the expansion, they would do a full remodel; the décor of the entire store would be upgraded. Some of the features would be polished floors and raised ceilings. This allowed them to add a lot of new departments and expand existing departments. They typically added a Starbucks and would also add a bistro with a chef to prepare foods, a sushi bar, a salad bar, service cheese items, etc. These would be the new

departments. The expanded departments would be the Natural Foods and Organic section, the Kitchen Place, Baby, Pet, and Service Meat and Seafood. In addition, with the additional square footage, they would be able to make the aisles larger. They thought this gave their customers a better shopping experience.

The Commissioners' comments included the following:

Mr. Destadio

- What was the total square footage of the new facility? Mr. Rast said it would be approximately 110,000 SF.

Mr. Conner wondered if there were any particular chains Kroger was competing against with this concept. Mr. Hawkins said there were not. They thought their store brought them up in the market so they could compete against any other grocer in the metro area. He noted they were doing this throughout the country, not just in the Atlanta area.

Mr. Destadio wondered if there would be any parking problems. Mr. Rast said that a parking analysis was part of the plan. Mr. Destadio wanted to be sure there would not be an impact on the parking. Mr. Hawkins noted that parking was an extremely important consideration for Kroger as well. They felt in this location they were well within the parking needs for the store.

Mr. Napoli asked who would absorb the impact of moving the existing stores to other locations in the center. Mr. Hawkins had not gotten into details with the ownership group, but their plan was to relocate tenants to vacant spaces within the shopping center. The associated costs would be absorbed by the owners of the shopping center. He did not know the details of the agreement that had been made.

Ms. Mary Giles, a resident who lived less than two miles from this center, had the following comments/concerns with this expansion:

- The cart path behind the shopping center was her main transportation route almost daily in good weather.

- She had a real issue with Mr. Hawkins' comment that there currently was adequate parking in front of Kroger. She said there currently was not adequate parking there.
- Mr. Destadio pointed out that the new expansion would provide parking in the back for employees. Mr. Rast said there would also be parking along the edge of the building.
- Ms. Giles wondered if employees would be required to park in the back. Mr. Hawkins said the store manager would be directed to ensure that happened.
- Mr. Conner stated that according to the plan, there were approximately 45 to 50 new parking spaces.
- Ms. Giles noted there were at least 10 spaces currently behind Papa John's and the Dollar Tree. She did not check the area behind GNC to see if there were spaces behind there as well. She assumed these spaces were currently being used by the smaller stores but noted those spaces would be eliminated with the expansion.
 - Mr. Conner asked what the minimum parking requirement was for a grocery store. Ms. Wojcik read from the Special Use Permit application that was submitted that the parking requirement for a 110,000 SF retail space was 369 spaces.
 - For the existing retail center of almost 252,000 SF, the City required 842 parking spaces.
 - With the expansion, they would be required to provide a total of 1,329 spaces.
 - Mr. Conner noted that the 1,329 spaces would be required for the entire retail center.
 - Mr. Conner verified with Ms. Giles that she was referring to congestion in front of the Kroger store. Ms. Giles said that was correct and she had misunderstood.
- She did not think any other shopping center in the city had a cart path behind it.
- This was a major transportation route for the city's cart path system and was constantly busy.
- She understood that this property was owned by the shopping center but urged the Commission to do what they could with buffering, plantings, and berms.

Mr. Conner asked what kind of change could be expected at the corner of the building where it came closest to the cart path. Could it be a block wall such as was behind the Kedron Village retail center? The Commissioners agreed it would be quite a change if a block wall was constructed at the property line.

Mr. Rast asked Mr. Trey Baltz of Crescent View Engineering, the civil engineer on the design team for this expansion, to address this question. He had been working with Mr. Rast and other staff members and noted the following:

- There was adequate parking as defined by the city ordinance, and there was not a requirement for additional parking in the back. However, Kroger wanted to add the impervious area in the back specifically for these parking spaces to help the parking density requirements. There would be parking in the back of the store that would be specifically identified as employee parking.
- There was a striped area in the back of the building, but it was not currently being utilized and did not necessarily function as parking. They were trying to create an environment where this area was further back from the building and would really cater to employee parking.
- There were two accesses to the Braelinn Village retail center from the greenbelt and cart path. They were not touching the cart path at all, and there would be no relocation. They had tried to ensure there was no impact.

Mr. Destadio interjected that the concern did not relate so much to a physical impact, although it could, because they were going to be putting down impervious pavement, some type of retaining wall, so close to the cart path. Part of the community's concern was the aesthetics of driving by a brick, block, or stone wall. Mr. Baltz confirmed that they would be installing a retaining wall because of the grades in that area.

- Mr. Destadio had seen many kinds of walls and asked whether they would be stepping back the wall, which would limit their space, or going strictly vertical. A lot could be done with a step-back wall to make it more appealing.
- Mr. Baltz said their main concern was the drive aisle behind the store. They had two criteria, (1) the fire truck access for safety, and they were extending the drive aisle a couple feet further than it was currently and (2) as mandated by Kroger, they had a semi truck path they had to do to make

sure they could make it to the loading dock, etc. Although the vertical wall had not been designed yet, it was driving the expansion and what they could do on their property. He thought the wall would be less than 10'; it would be close to the property line but not on it.

In response to a question from Mr. Conner about a red-lined comment on the plans, Mr. Baltz explained that it did not relate to any type of property acquisition that was necessary for this development to take place but related to a fire code issue. With the size of this building, in order to have an unlimited building area, they had to have 60' cleared from the edge of the building to the property line. Mr. Conner thought there also should be a couple of feet where a climbing vine could be planted. Otherwise, it would be a blank canvass for teenagers and graffiti.

Mr. Destadio asked Mr. Hawkins, as Kroger's representative, to consider these comments when the plan was brought back. Mr. Hawkins said he would.

Ms. Giles' issues included the following:

- Grease was coating the cement wall of the stairwell and it went down into the parking lot.
- There were propane gas tanks chained against the stairwell.
- There was trash that needed to be removed.
- There were dumpster issues.
- Shopping carts were being stored in the back of this building along with a mishmash of other items. Were ordinances in place to upgrade the aesthetics of this area if this expansion moved forward, e.g., screens or doors for the dumpsters, etc.? Mr. Rast said it would not apply to the whole center but would be limited to anything that was new or developed just for the Kroger store.

Ms. Giles pointed out that the rear of the shops at The Avenue was pristine compared to the back of this shopping center.

Mr. Hawkins noted that with the additional parking and moving the employees to park behind the store, they also were proposing more lighting and landscaping in that area so it was definitely their intention to clean up the rear of this store. They were aware of the situation in that area and it would be addressed. He appreciated Ms. Giles mentioning this as it was something they

struggled with at some stores; they would also bring it to the attention of the store manager. The new parking, landscaping, and lighting would occur as part of the expansion.

Ms. Giles emphasized that she wanted to see this store expand as it was long overdue.

Ms. Wojcik – What was the distance from front to back? Mr. Hawkins said it was 214'. She would like to see about 3' cut off the width of the westward expansion on the side, which would amount to approximately 1000 SF. This would provide some distance from the retaining wall to allow for planting. It would be more aesthetically pleasing for the neighborhood and the whole look of that area.

Mr. Conner wondered if just cutting the corner 45 degrees would work. Ms. Wojcik thought it would be neater if it was a straight line and there would be more space all the way around. She was very concerned about the wall being so close to the cart path and not having enough space to make it look nice because Peachtree City really liked the cart paths to be pleasant to drive along. She did not think having a wall in that area would be very pleasant. Mr. Hawkins said they would definitely look into it.

Mr. Conner agreed with Ms. Wojcik and added that whatever could be done to minimize the wall along the cart path should be done.

Mr. Destadio noted that Peachtree City had cart paths and everyone used them. Consequently, anything that would impact the aesthetics, the structure, the wall, etc., on that end of the building would provide challenges as they went through this process.

Mr. Mike Hayes, a Peachtree City resident, said he himself was having a lighting issue and noted that if there was anyone directly behind Kroger who would be influenced by the lighting, it could be very problematic. He said it would be helpful to head off any problems at the beginning of this process.

Mr. Destadio asked Ms. Giles whether she thought there were any houses in that area that would be impacted. Her response was inaudible.

Ms. Giles asked whether the storefront was going to remain the same as it was. Would the front façade blend in with what was currently there? Mr. Hawkins

said the small shops would be torn down and the new front façade would blend in so that it looked like one continuous Kroger building, but the specifics had not yet been fully designed. There had been discussions about a second entrance to the front of the store but that aspect of the renovation had not yet been fully decided. With a store this large, though, sometimes it made sense to have two separate entrances. Mr. Destadio noted that the Kedron Kroger store had two entrances.

Mr. Napoli stated that there was a parking area for golf carts on the right side as you faced the building as well as a little driveway coming from the back of the shopping center. Mr. Hawkins said that would be maintained on both sides.

Ms. Giles asked whether the sides of the building would be twice as high as they were now as they currently were one story on both ends of the store. Mr. Hawkins said it would be higher than what was there today. Ms. Giles reiterated that aesthetics were important and a two-story cement block wall abutting the cart path crossing did not sound very attractive to her. Mr. Conner thought it would be similar to the situation at the Target store at the Kedron shopping center.

Mr. Conner asked Ms. Giles if she had any suggestions for the wall. She did not know whether greenery was an option but wondered if it could be a decorative wall, a mural, or something similar. Mr. Rast did not think they had thought that far down the road, but this was certainly something they could look at.

Ms. Giles also pointed out that the El Ranchero restaurant in this shopping center had just upgraded and added an outdoor dining area. She said it was very well done, and she was afraid this large wall was going to detract from it. Ms. Wojcik noted there already was a wall there. Mr. Conner did not think it would be a big deal but agreed it was a relatively major thoroughfare into that shopping center.

Mr. Destadio said there would be more opportunities to discuss these concerns and reminded the Applicant of the importance of "aesthetics, aesthetics, aesthetics." He added that everyone seemed to be in favor of this expansion but also had some concerns.

Mr. Rast suggested the Applicant talk to their architect and noted that on the elevation they provided, a canopy was shown connecting the existing building

on the corner. It was drawn as a canopy, but that might not have been the intent. Mr. Hawkins said they would discuss this with the architect. He did not think that was the intent.

Mr. Napoli wondered if a pergola would be a possibility. He thought it would be more pleasing to the eyes and not affect the neighbors.

Mr. Rast pointed out that this was the most thorough submittal Staff had gotten in a long time. He also asked the Commissioners to advise Staff of any questions they might want answered before the special called meeting on January 28.

**UNAPPROVED EXCERPT OF MINUTES
SPECIAL CALLED
PLANNING COMMISSION MEETING
January 28, 2013**

PH-13-01

**Public Hearing to Consider Special Use Permit for Braelinn
Village retail center**

The Chairman read the public hearing rules and procedures and called the public hearing to order.

After considerable discussion about the impact this expansion was going to have on the cart path and the view of the people who used the cart path, a motion was made by Mr. Conner, seconded by Ms. Wojcik, and unanimously adopted that the Special Use Permit for the Kroger expansion at the Braelinn Village retail center be forwarded to City Council with a recommendation for approval subject to the following understandings and conditions:

1. Development shall take place in conformance with the Schematic Site Plan prepared by Crescent View Engineering, LLC (last revised December 14, 2012), a copy of which is attached hereto as Exhibit "A" and incorporated herein by express reference. Any substantive change to this plan or any of the conditions and requirements of this section shall require an amendment of the Special Use Permit application approved by City Council.
2. The appearance of the exterior of the proposed building shall be designed in conformance with the Exterior Color Elevation Rendering prepared by Integrated Designs International Architectural Studio (last revised December 13, 2012), 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 an amendment of the Special Use Permit application approved by City Council.
3. The side elevation of both the east and west building additions shall contain architectural features to minimize the appearance of blank walls. The architectural detailing, building materials and color selections as shown on the Exterior Color Elevation Rendering as described above shall extend no less than one hundred feet from the front corner of the building towards the service court. The remainder of these walls, as well as the rear of the building, shall be painted to match.

4. The ten (10) parking spaces adjacent to the west building elevation shall be removed, and this area shall be reconfigured to accommodate plant material.
5. The design of all proposed parking areas, including the dimensions of all planting islands, shall comply with city ordinances and be reflected on the conceptual site plan submittal.
6. The location of all proposed dumpsters specifically designated for Kroger's use shall be identified on the conceptual site plan and shall be screened in accordance with city ordinances. All dumpsters associated with Kroger or the proposed expansion shall be located and designed such that noise generation will be kept to a minimum. Where applicable, compactors shall be located within these buildings to minimize noise.
7. The Applicant shall work with City Staff to identify locations for golf cart parking and associated charging stations, both of which shall be located within close proximity to the entrance to the store and identified on the conceptual site plan submittal. No less than four (4) golf cart charging stations and/ or outlets for charging golf carts shall be provided in close proximity to these parking spaces.
8. Site lighting associated with this expansion and all lighting proposed on the exterior of the building shall comply with the city lighting ordinance. A detailed photometric site lighting plan, which includes lighting on the exterior of all buildings, shall be prepared and submitted prior to approval of the final site plan. Site and security lighting shall be designed to prevent glare and spillover onto the adjoining property.
9. It is understood that clearing or grading shall not be permitted until the final site plan is approved.
10. It is understood that modifications to the proposed site plan and building elevations may be required based on conditions that may be imposed as a part of the Special Use Permit review process.

11. The Applicant shall continue to work with City Staff and the Planning Commission to ensure that all elements of the proposed site plan and building elevations comply with current city ordinances. It is understood the design and materials proposed on the rear elevation of the new additions will be consistent with those used on the rear of the existing building, and that a parapet wall will not be provided along the rear elevation.
12. The Applicant shall provide additional plant material that amounts to no less than 25% of the caliper inches of both canopy and understory trees as required for the expansion by the city's landscape ordinance. The additional plant material shall be field located by the City Landscape Architect and shall be located within the natural area between the multi-use path and the proposed retaining wall to augment existing vegetation and to buffer the proposed site improvements.

It is understood this plant material may be installed on city-owned property adjacent to the retail center or on other city-owned tracts of land as identified by the City Landscape Architect. It is also understood the Applicant shall warranty and maintain this plant material in accordance with the landscape ordinance.

13. The Applicant shall continue to coordinate with the City Engineer related to the additional vehicular trips generated by the proposed expansion to determine what, if any, improvement might be needed at the existing entrances into the retail center from Crosstown Drive and from Peachtree Parkway.
14. The Applicant shall continue to coordinate with the City Engineer related to the stormwater management plan and potential impacts to the adjoining Flat Creek Nature Area.
15. Should there be substantial changes to the schematic site plan submitted as a part of the Special Use Permit application, the Applicant shall file a new site plan and supporting documentation in accordance with the established criteria within Section 1006.4(f) of the GC General Commercial zoning ordinance.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager
Community Services Director
City Engineer

FROM: Planning and Zoning Administrator

DATE: January 31, 2013

SUBJECT: Proposed Variance - Newnan Utilities (V-2013-01)
February 7, 2013 City Council agenda

[Handwritten signatures: David A. Brinkley, David]

Recommendation:

That Council approve the variance request to Section 1007.4.c(1) of the city's floodplain management/ flood damage prevention ordinance, specifically to allow the construction of a new electrical building adjacent to the raw water pump station adjacent to Line Creek.

Discussion:

Staff has been coordinating with Newnan Utilities and their Civil Engineer related to improvements being proposed at the raw water pump station adjacent to Line Creek and SR 54 W. The project would include the installation of new pumps and the construction of a new electrical building adjacent to the existing pump station.

The existing pump station is located within the regulatory floodplain associated with Line Creek. Because of the location and nature of the proposed improvements, a portion of the property must be filled to accommodate construction.

The floodplain management/ flood damage prevention ordinance regulates development within and adjacent to these areas and prohibits new construction within these areas.

Proposed Variance - Newnan Utilities (V-2013-01)

January 31, 2013

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Section 1007.4.c(1) stipulates:

- c. No development shall be allowed within any area located at or below the base flood elevation except for new multi-use paths and perpendicular road or path crossings. No new path or perpendicular road or path crossing shall be allowed that could result in any of the following items under this section.

Subsection (1) would prohibit construction of the proposed improvements without securing a variance from City Council. In accordance with the ordinance, variances shall be issued only when there is:

- (i) A finding of good and sufficient cause;
- (ii) A determination that failure to grant the variance would result in exceptional hardship; and
- (iii) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, or the creation of a nuisance.

Applications must also follow the established variance process.

Review criteria:

Section 1207 of the City's Zoning Ordinance stipulates that City Council shall not grant a variance request unless all of the following findings can be made:

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

Staff findings:

- There are special circumstances applicable to this request, as the entire project area is located either within or adjacent to the regulatory floodplain. The nature of this type of facility dictates that it be located adjacent to Line Creek and the regulatory floodplain.
- (b) **The strict or literal interpretation and application of this ordinance would result in practical difficulties or unnecessary hardships inconsistent with the**

Proposed Variance - Newnan Utilities (V-2013-01)

January 31, 2013

Page 3

general purpose and intent of the Zoning Ordinance, or would deprive the Applicant of privileges granted to others in similar circumstances;

Staff findings:

- The strict interpretation of this ordinance would prohibit any improvements to the existing pump station and related infrastructure. The existing facility was constructed in the 1970's and is in need of infrastructure improvements. Any improvements or enhancements would be located within the regulatory floodplain, which would require a variance prior to moving forward.

- (c) There are exceptional or extraordinary circumstances or conditions applicable to the property involved or the intended development of the property which preclude the applicant from complying with this ordinance and that do not apply generally to other property in the same zoning district and which prevent the applicant from complying with existing regulations;**

Staff findings:

- There are exceptional or extraordinary circumstances or conditions applicable to the property due to the fact the project location is located within and/or adjacent to the regulatory floodplain. The nature of the proposed improvements requires that they be located adjacent to the existing pump station, which is located within the regulatory floodplain.

- (d) The granting of such variance will not constitute the granting of special privileges inconsistent with the limitations on other property in the same zoning district; and**

Staff findings:

- Granting the variance would be specific to the proposed improvements and would enable this project to move forward. Simply put, if the variance is not granted, the proposed improvements cannot be constructed.

- (e) The granting of such variance will not be materially detrimental to the public health, safety, or general welfare nor injurious to property or improvements in the zone or neighborhood in which the property is located.**

Proposed Variance - Newnan Utilities (V-2013-01)

January 31, 2013

Page 4

Staff findings:

- One of the stated purposes of the floodplain management/ flood damage prevention ordinance is *"to prevent or regulate the construction of flood barriers which would unnaturally divert flood water or which may increase flood hazards to other lands"*. The Applicant has indicated the proposed fill would be located within the ineffective flow area that resulted from construction of the existing pump station. As such, the excess fill would not diminish the flood carrying capacity of the existing channel.

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

Staff findings:

- The comprehensive plan encourages the preservation of open space and the protection of the City's natural resources, including regulatory floodplains. We do know, however, projects such as this must be located within these areas. The variance process was put in place to review these requests on a case-by-case basis.

The floodplain management/ flood damage prevention ordinance stipulates that variances shall be issued only when there is:

- (i) A finding of good and sufficient cause;
- (ii) A determination that failure to grant the variance would result in exceptional hardship; and
- (iii) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, or the creation of a nuisance.

Staff feels that the above requirements from the floodplain management/ flood damage prevention ordinance have also been met.

Because of the nature of these improvements and the location of the existing facility, Staff recommends that the proposed variance be approved.

Attachments

City Council of Peachtree City
REVISED AGENDA
February 7, 2013
7:00 p.m.

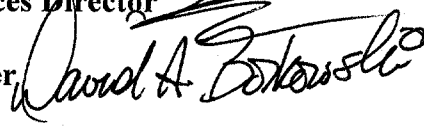
- I. **Call to Order**
- II. **Pledge of Allegiance**
- III. **Announcements, Awards, Special Recognition**
 - Proclamation – National Girl Scout Cookie Day**
 - Recognize McIntosh Boys Cross Country Team – State AAAAA championship**
 - Recognize Employees for 15 Years of Service – Steve McCook, Gary Meier, Mike Hunnicutt**
 - Presentation on Fayette Care Clinic – Sheryl Watford, Executive Director**
- IV. **Public Comment**
- V. **Agenda Changes**
- VI. **Minutes**
 - January 10, 2013, Regular Meeting Minutes**
 - January 30, 2013, Special Called Meeting Minutes**
- VII. **Monthly Reports**
- VIII. **Consent Agenda**
 - 1. Consider Agreement with CVB for Financial and Other Services**
 - 2. Consider Approval of Residential Solid Waste Franchise Agreement – Dependable Waste**
 - 3. Consider Dedication of Sewer Easement at Meade Field to Water & Sewerage Authority (WASA)**
 - 4. Consider Easement Dedication to Atlanta Gas Light for Installation of New Gas Line to Recreation Administration Building**
 - 5. Consider Temporary Easement – Millar Property, 506 Creekside Way**
 - 6. Consider Budget Amendment – Fiscal Year 2012**
 - 7. Consider Budget Amendments – Fiscal Year 2013**
 - 8. Consider Acceptance of GOHS/GACP Mobile Data Terminal Grant – Police Department**
- IX. **Old Agenda Items**
 - 02-12-08 Consider Ordinance Amendment – Service Delivery Review and Local Option Sales Tax Negotiation Panel**
- X. **New Agenda Items**
 - 02-13-01 Public Hearing – Variance from Floodplain Protection Ordinance – Kroger, Braelinn Village**
Kroger expansion requires reconfiguration of service & delivery area extending into regulatory floodplain adjacent to the retail center – SEE ADDITIONAL INFORMATION
 - 02-13-02 Public Hearing – Consider Special Use Permit for Braelinn Village Retail Center**
Kroger desires to increase the size of the store by 40,000 square feet, requiring a Special Use Permit
 - 02-13-03 Public Hearing – Variance from Floodplain Protection Ordinance – Newnan Utilities**
Applicant desires to build new electrical building adjacent to Line Creek – SEE ADDITIONAL INFORMATION
 - 02-13-04 Public Hearing: Consider Variance to Rear Building Setback, 2053 Village Park Drive**
Staff determined variance is not necessary and recommends the application be withdrawn
 - 02-13-05 Consider Bids for Pool Resurfacing (Kedron)**
Request to accept bid from ACE Pools for resurfacing of Kedron pools
 - 02-13-06 Consider Amendment to Stormwater Ordinance, including Approval of Stormwater Utility Rate Schedule**
To become effective April 1, 2013, after sale/refunding of 2013 SW Utility Bonds
- XI. **Council/Staff Topics**
 - Hot Topics Update**
- XII. **Executive Session**

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager 
Financial Services Director P.S.
Public Services Director 

FROM: City Engineer 

DATE: February 5, 2013

SUBJECT: Temporary Construction Easement for BCS Pond Repair- 106
Creekside Way
February 7, 2012, City Council Meeting

Recommendation:

Staff recommends that City Council authorize the Mayor to sign the attached contract for the acquisition of a temporary construction easement.

Discussion:

Staff has continued to negotiate with the property owners to come to a mutually agreeable solution for this project. The attached documentation represents the latest understanding between Staff and the homeowners.

In summary, the homeowners have agreed to give the City a temporary construction easement to access the outlet structure for the pond in exchange for some tree removal and the planting of twelve (12) 2-inch caliper trees. Staff feels that this is an acceptable compromise for the easement in order for the City to complete this project. Therefore Staff is recommending approval.

If the easement is approved, Staff will rebid the outlet repair project and bring the contract back to Council for award.

Budget Impact:

The City will be performing the tree removal and planting as in-kind services.

Attachments
Easement Documents

CONTRACT FOR THE ACQUISITION OF A TEMPORARY EASEMENT

GEORGIA, COWETA COUNTY

THIS CONTRACT, made as of this ____ day of _____, 2013, by and among BRENT MILLAR and BETSY MILLAR (hereinafter referred to as "Seller"), and CITY OF PEACHTREE CITY, GEORGIA (hereinafter referred to as "Purchaser").

WITNESSETH

WHEREAS, the City of Peachtree City has certain maintenance obligations with respect to a Pond located partially on Seller's property; and

WHEREAS, Purchaser desires to perform maintenance on said Pond and needs to acquire temporary access rights from Seller in order to perform such maintenance; and

WHEREAS, Seller is willing to convey such temporary access right to Purchaser; and

WHEREAS, the City Council of the City of Peachtree City has determined that it appears to be in the best interest of the citizens of the City of Peachtree City to acquire such temporary access rights from Seller.

NOW, THEREFORE, for and in consideration of the premises and for other valuable considerations, in hand paid by Purchaser to Seller, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby covenant and agree as follows:

1. Conveyance of Temporary Easement. Seller agrees to convey to Purchaser, and Purchaser agrees to acquire from Seller, upon the terms and conditions hereinafter provided, those certain temporary rights set forth in the Temporary Easement attached hereto as Exhibit "A" (hereinafter referred to as the "Subject Property"). In the event of an inconsistency between this Contract and the Temporary Easement, the term which is most favorable to Seller shall control.

2. Consideration. In consideration of the Temporary Easement granted by Seller, Purchaser shall restore the Temporary Easement area and as set forth in such Temporary Easement attached hereto as Exhibit "A". In addition, Purchaser shall remove seven (7) trees located on Seller's property, the identification of said trees being as set forth on Exhibit "B".

3. Survival of Provisions. All covenants, warranties, representations and agreements by Purchaser set forth in this Agreement shall survive the termination of the Temporary Easement.

4. Cooperation of Purchaser. The Temporary Easement shall expire as set forth therein. Purchaser agrees to execute all documents necessary to resolve any question as to the limited duration of such Temporary Easement, and to otherwise provide clear title of the Seller's property to Purchaser upon the expiration of the Temporary Easement.

5. This agreement supersedes any and all offers and counter offers made by the parties up to the date of this offer by Purchaser.

IN WITNESS WHEREOF, Purchaser, and Seller and Broker have executed this Agreement under seal as of the date first above written.

Date Accepted by Sellers:

SELLER:

BRENT MILLAR

BETSY MILLAR

PURCHASER:

THE CITY OF PEACHTREE CITY, GEORGIA

By: _____
Mayor

EXHIBIT A

Signed Easement Document

After recording, please return to:

Theodore P. Meeker, III, Esq.
SUMNER MEEKER, LLC
14 EAST BROAD STREET
NEWNAN, GEORGIA 30263

TEMPORARY CONSTRUCTION EASEMENT

STATE OF GEORGIA
FAYETTE COUNTY

THIS CONVEYANCE made and executed the 10 day of Dec in the year 2012.

WITNESSETH that Brent and Betsy Millar the undersigned, (hereinafter referred to collectively as 'Grantor'), is the owner of a tract of land in Fayette County, Georgia, which is affected by the project to be performed by the City of Peachtree City, Georgia, identified as BCS Pond Stilling Basin (hereinafter "the Project") and as set forth on the set of construction plans titled BCS Pond Stilling Basin, dated 11/07/11, (hereinafter "the Plans") which plans are maintained in the office of the City Engineer, City of Peachtree City, 153 Willowbend Road, Peachtree City, Georgia 30269 to which reference is hereby made.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency of which is acknowledged, Grantor does hereby grant to the City of Peachtree City, Georgia, its agents and contractors (hereinafter collectively "Grantee"), a temporary easement over, through, and across the certain property more particularly described as follows:

All that tract or parcel of land lying and being in Land Lots 24 & 38 of the 6th Land District of Fayette County, Georgia, and being more particularly shown on Exhibits "A" and "B" attached hereto and made a part hereto by this reference.

Said temporary construction easement is hereby conveyed, consisting of 4,234 square feet, more or less, as shown crosshatched on the plat of the property titled "BCS Pond Stilling Basin", prepared by Integrated Science and Engineering for the City of Peachtree City, Georgia, dated November 11, 2011, said plat attached hereto and made a part of this deed as Exhibit "B," said easement being more particularly described in the Legal Description attached hereto as Exhibit "A," said Exhibits A and B being incorporated herein and made a part hereof. The temporary construction easement conveyed herein shall be temporary in nature and shall expire immediately upon completion of the Project or no later than June 30, 2013.

The purpose of this construction easement shall be limited to providing access to the Grantee across Grantor's property so as perform the Project. Grantee shall not construct any improvements within such temporary construction easement.

To the extent permitted by Georgia law, Grantee shall indemnify and hold Grantor harmless from and against any liability, claims or damages that arise as a result of any injuries or damages to public users or Grantee's contractors, subcontractors, agents or

employees as a result of the Project or the Grantee's use of the temporary easement rights granted herein. Grantor shall forfeit no other property rights by virtue of the existence of this temporary construction easement on Grantor's property. Grantee expressly acknowledges and agrees that it shall restore the temporary construction easement area to as close to the same condition as it was upon the commencement of the Project as is practicable. The obligation of Grantee to return the temporary construction easement area to its original condition, or as close as practicable, shall include without limiting the generality thereof, the following: (1) Removing all construction materials and equipment, refuse and waste, dirt piles, and any other Project-related debris; provided, however, that Grantee agrees to leave any hardwood trees that are cut and taken down as a part of the Project on Grantee's property in a pile and in a location designated by Grantee; and (2) Restoring the easement area by planting twelve 2" Caliper oak hardwood trees and mulching any bare soil areas with pine straw.

Grantor hereby warrants that Grantor has the right to sell and convey said land and bind himself, his heirs, executors and administrators forever to defend by virtue of these presents.

IN WITNESSETH WHEREOF, Grantor has hereunto set his hand and seal the day above written.

Signed, Sealed and Delivered

this 10th day of December

Brent Millar (L.S.)

2012, in the presence of:

Betsy Millar (L.S.)

Kimberly Daup
Witness

Lisa A. Cameron
Notary Public

My Commission expires:

Notary Public, Henry County, Georgia
My Commission Expires Oct. 3, 2013

**EXHIBIT A
LEGAL DESCRIPTION**

All that tract or parcel of land lying and being in Land Lot 24 and 38 of the 6th Land District of Fayette County, Georgia, and being a portion of Lot 4, Creekside Crossing Estates as shown on a plat recorded in Plat Book 20, Page 102, in the office of the Clerk of the Superior Court of Fayette County, Georgia, and being more particularly described as follows

Commence at a concrete monument found at the northwest corner of lot 4, Plat Book 20, Page 102;

Thence along the westerly line of said lot, South 14 degrees 51 minutes 11 seconds West, a distance of 350.00 feet to the southwest corner of said lot;

Thence along the southerly line of said lot, South 82 degrees 30 minutes 27 seconds East, a distance of 275.00 feet to the right-of-way of Creekside Way;

Thence along said right-of-way, along a curve to the right, having a radius of 60.00 feet and an arc length of 17.08 feet, being subtended by a chord of North 15 degrees 39 minutes 03 seconds East for a distance of 17.03 feet to the POINT OF BEGINNING.

Thence leaving said right-of-way, North 56 degrees 27 minutes 10 seconds West, a distance of 38.75 feet;

Thence North 40 degrees 35 minutes 09 seconds West, a distance of 38.84 feet;

Thence North 20 degrees 10 minutes 13 seconds West, a distance of 67.68 feet;

Thence North 66 degrees 58 minutes 39 seconds West, a distance of 31.54 feet;

Thence North 30 degrees 36 minutes 41 seconds West, a distance of 35.29 feet to the easterly line of a drainage easement as shown on said Plat;

Thence along saideasterly line, North 35 degrees 06 minutes 46 seconds East, a distance of 21.94 feet;

Thence leaving saideasterly line, South 30 degrees 36 minutes 41 seconds East, a distance of 37.74 feet;

Thence South 66 degrees 58 minutes 39 seconds East, a distance of 33.62 feet;

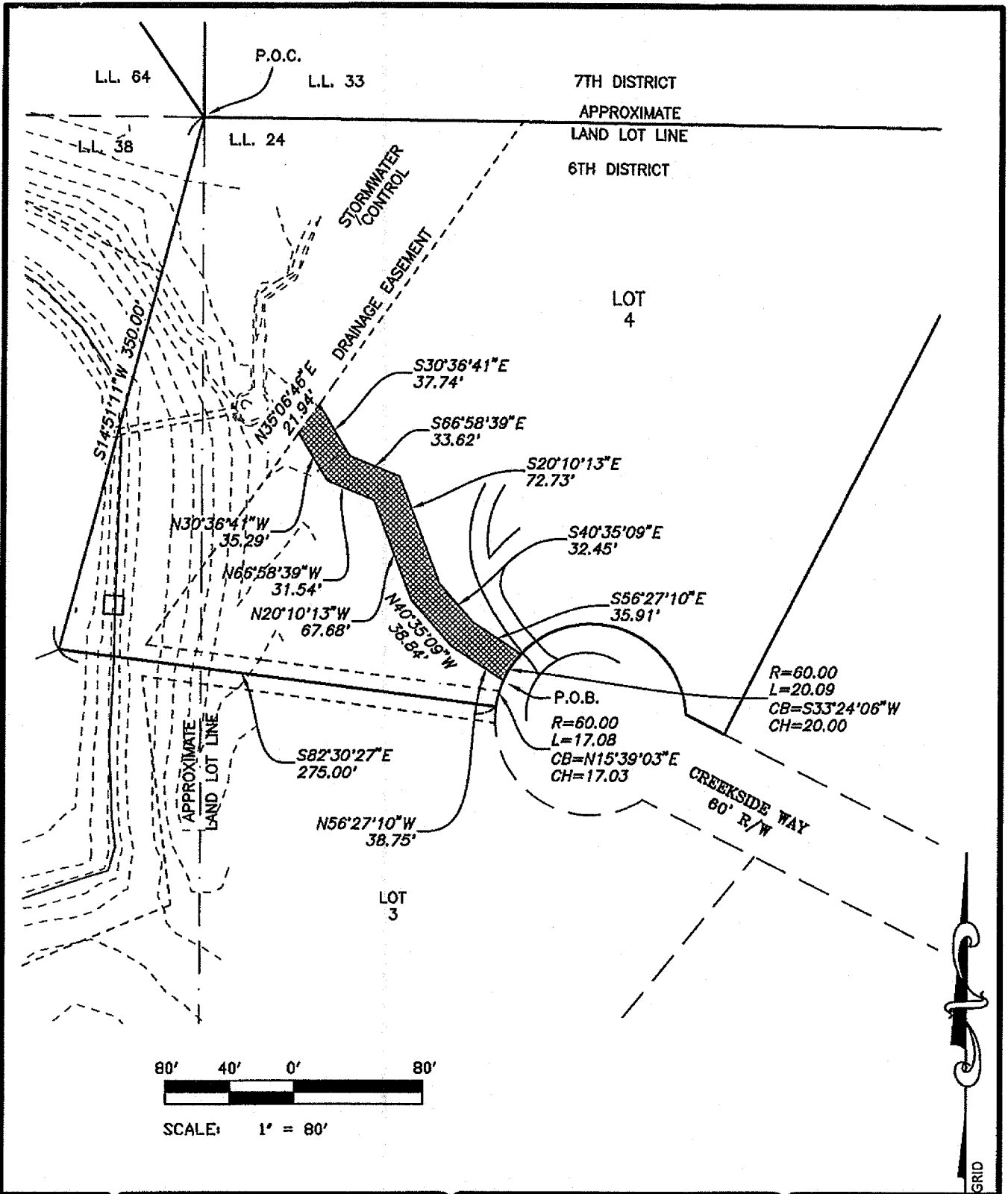
Thence South 20 degrees 10 minutes 13 seconds East, a distance of 72.73 feet;

Thence South 40 degrees 35 minutes 09 seconds East, a distance of 32.45 feet;

Thence South 56 degrees 27 minutes 10 seconds East, a distance of 35.91 feet to the right-of-way of Creekside Way;

Thence along said right-of-way, along a curve to the left, having a radius of 60.00 feet and an arc length of 20.09 feet, being subtended by a chord of South 33 degrees 24 minutes 05 seconds West for a distance of 20.00 feet to the POINT OF BEGINNING.

Containing 4,234 square feet or 0.10 acres, more or less.



10/31/12

TEMPORARY
CONSTRUCTION/ACCESS
EASEMENT

EXHIBIT B



Attachment A

Temporary Construction Easement
BCS Pond Stilling Basin
Brent and Betsy Millar
506 Creekside Way

In addition to the conditions stated on the attached Temporary Construction Easement, the City of Peachtree City (City) agrees to perform the following in-kind work on the property located at 506 Creekside Way;

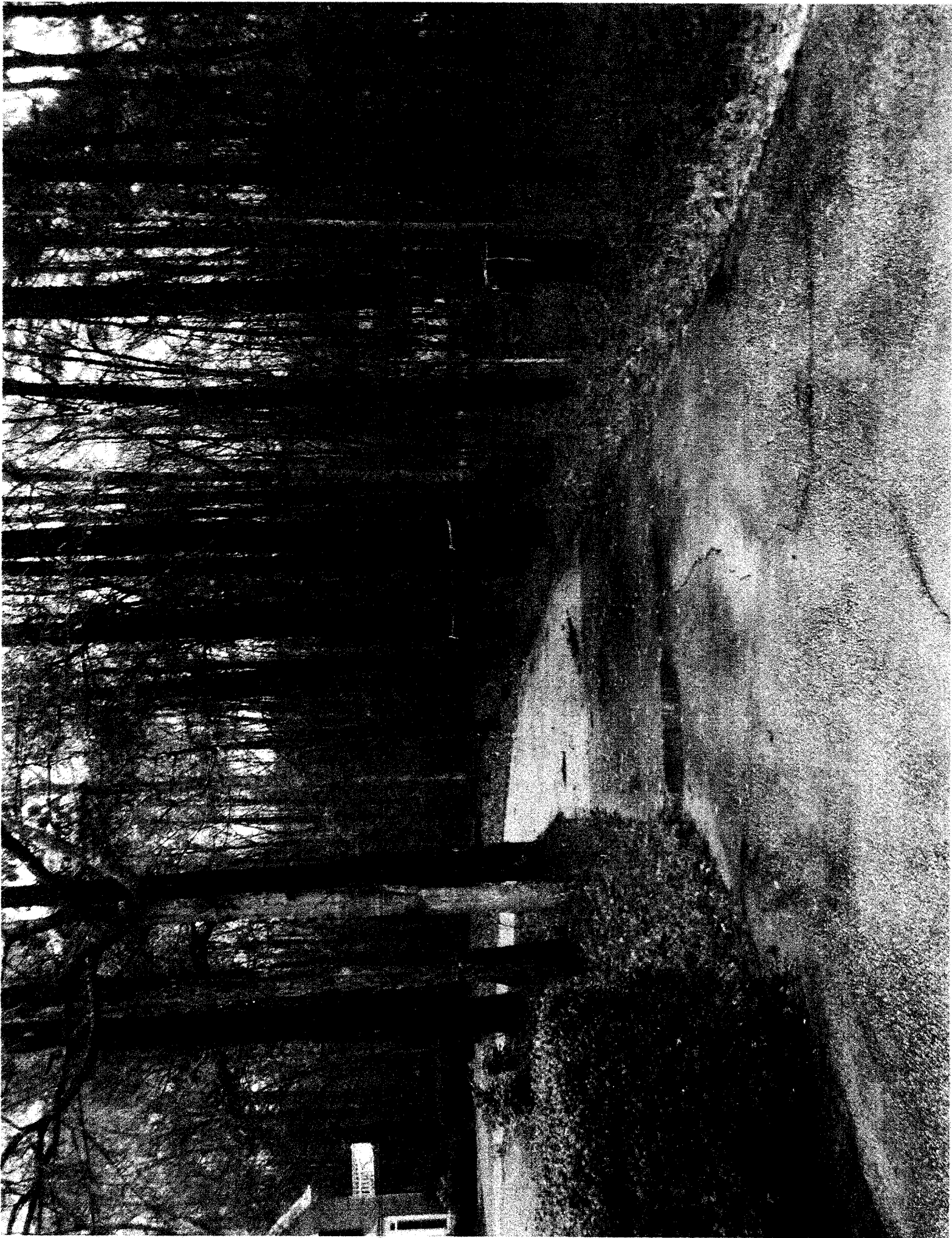
- Removal of seven (7) existing trees from the property. The seven trees have been identified with white string and orange ribbon. Two trees are located near the garage and the remaining five are located along the driveway and near Creekside Way.

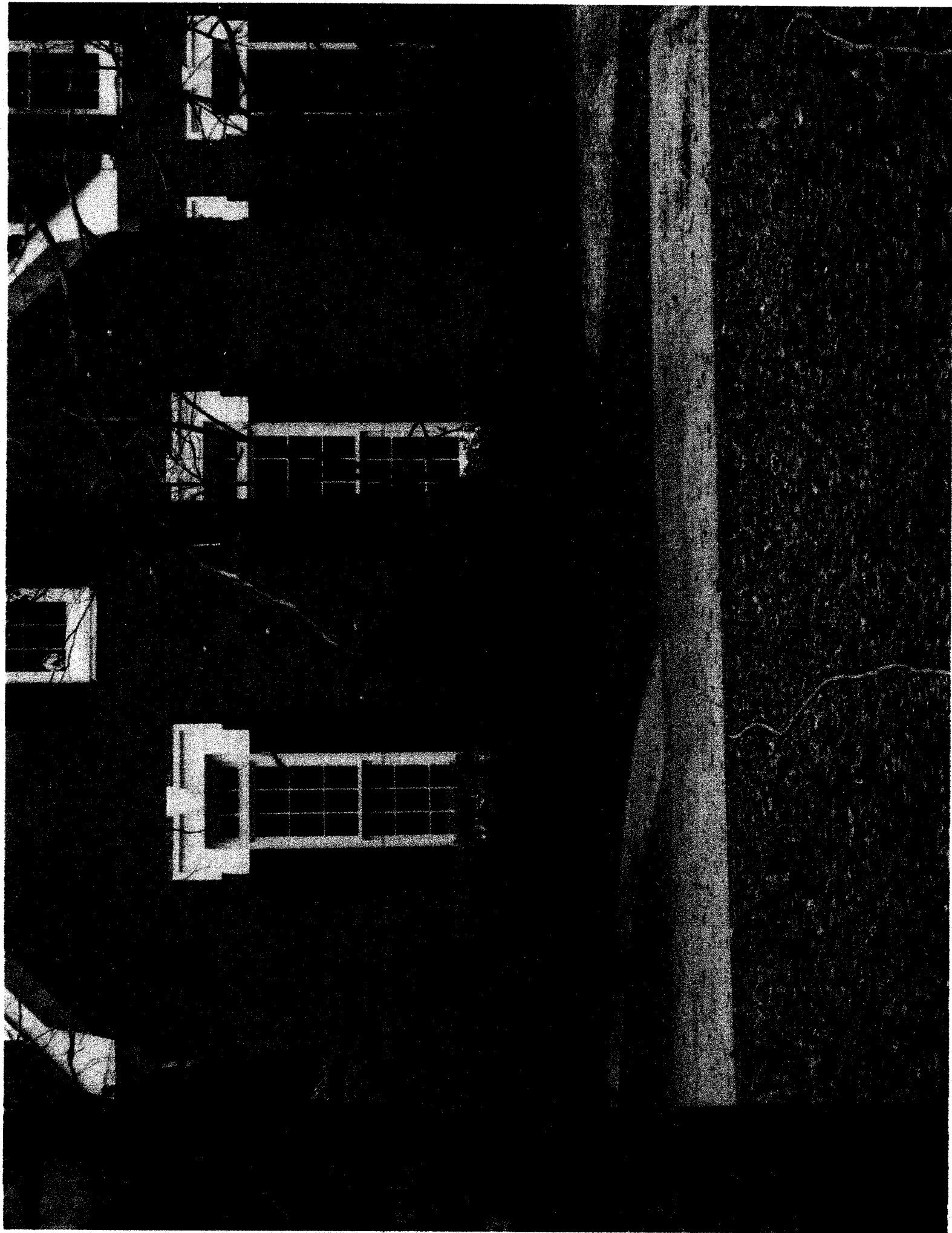
The locations of the seven trees will be identified on the BCS Pond Stilling Basin construction plans and will be removed as part of the project scope. The stumps will be ground and chipped.

A handwritten signature, possibly "B. M.", is written above a circular stamp. The stamp contains a stylized, illegible mark.

EXHIBIT B

Tree Photographs





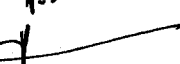


CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: CITY COUNCIL AND MAYOR

VIA: JAMES PENNINGTON, CITY MANAGER 
PAUL SALVATORE, FINANCE DIRECTOR  P.S.

FROM: H.C. "SKIP" CLARK II, CHIEF OF POLICE 

DATE: FEBRUARY 5, 2013

SUBJECT: GOHS / GACP MOBILE DATA TERMINAL GRANT

Recommendation:

The Police Department is requesting to accept grant funding from the Georgia Governor's Office of Highway Safety (GOHS) via the Georgia Association of Chiefs of Police (GACP) for the amount of \$20,000.

Discussion:

This grant is funded by the Georgia Governor's Office of Highway Safety (GOHS) and administered by the Georgia Association of Chiefs of Police (GACP). The purpose of the grant is to facilitate the "purchase and installation of mobile data units (computers) for department's patrol vehicles and to facilitate the electronic reporting of traffic crash data." The selection of agencies eligible to receive this grant was from an objective, numerical ranking of Georgia law enforcement agencies based on their dedication and participation in highway safety initiatives during Fiscal Year 2012. The Peachtree City Police Department is honored to have been rated near the top of this list, and hopes to use this grant to facilitate further growth of our already-successful highway safety efforts.

As part of this grant we must enter an agreement with Appriss, Inc. to report all collision data to the State of Georgia via the Georgia Electronic Accident Reporting System (GEARS). The State of Georgia has selected Appriss, Inc. as the vendor that will collect all accident reports and in turn make them available electronically. This agreement also allows Appriss, Inc. to sell copies of such reports online, and a designated portion of that fee is then shared with the reporting law enforcement agency. Participation in online reporting via the GEARS system will improve operations of the Police Department by reducing administrative time required monthly to manually gather and send certain data required by the state.

Acceptance of this grant allows the Police Department to obtain, at no cost, additional equipment and technology that would otherwise not be obtainable without significant budgetary impact to the City. Implementation of this equipment will improve the efficiency and function of the department's traffic safety efforts.

Budget Impact:

There is no budget impact to the City. This is a fully funded, non-matching grant. The funded computers would be purchased with an extended warranty for, and be maintained by, the IT department as is our other equipment.

HCC/mm

Memorandum of Understanding (MOU)
Police Department Agreement
Crash Data Reporting System
Project ID: GA- 2013-000-00428

Recipient Department: Peachtree City Police Department

Date: February 2013

Purpose: To facilitate the electronic reporting of crash data by municipal and university police departments to the Georgia Department of Transportation (GDOT) through Appriss, Inc. (formerly Open Portal Solutions - OPS).

Terms:

1. Recipient department does not have mobile data units or the mobile units are over three (3) years old in their patrol vehicles for recording and reporting crash data electronically.
 2. Recipient department must obtain and maintain Internet service and a valid email address for 36 months from the date of receipt. Any cost associated with this service is the responsibility of the recipient department. In addition, recipient department is required to notify the Georgia Association of Chiefs of Police (GACP) of receipt of Internet service and provide the email address by sending an email to info@gachiefs.com. Should changes occur in the department's Internet service or with the department's email address, the recipient department shall notify GACP within 7 days.
 3. Recipient department is responsible for the cost of air cards when and if needed.
 4. Recipient department is responsible for the cost of access to the GCIC network (LIMS), when needed.
 5. Recipient department agrees to submit crash data electronically to GDOT (via Georgia Electronic Accident Reporting System - GEARS) through Appriss, Inc. in a timely manner and to inform parties involved in a crash of the ability to purchase crash reports online at www.buycrash.com.
 6. Recipient department agrees to contact Appriss, Inc. (formerly Open Portal Solution – OPS) to sign the **Georgia Law Enforcement Agency Crash Report Revenue Sharing Agreement** related to GEARS.
Click on the link below to view the agreement: http://gachiefs.com/DeptResrcs_BuyCrashOPS.html
- Recipient departments should sign and return the GEARS Reimbursement Agreement to Appriss, Inc. For more details, call toll free at 866-495-4206 or 317-215-8300 or email pimsupport@appriss.com
7. Equipment provided is to be used solely for law enforcement purposes. Equipment cannot be transferred or otherwise re-assigned for non-law enforcement use. Equipment provided is the property of the municipal or college police department and not the property of the CEO/designee. The equipment is to be installed in marked police vehicle(s) that are used for routine traffic enforcement and/or patrol.
 8. Recipient department is responsible for maintaining equipment in good working order and shall not make any modification, alteration, or other changes to the equipment that would or could potentially void the

warranty from the vendor for the equipment. (NOTE: Appropriate software packages are provided free for the purposes of this grant.)

10. Recipient departments agree to participate in programs and activities of their designated GOHS Traffic Enforcement Network, report enforcement data in a timely manner, provide updates and allow for equipment inspections as determined by the GACP and/or GOHS, by them or designated agents.

11. Equipment purchased by the recipient department must be of ruggedized construction and meet or exceed the following specifications:

O/S Requirements:

- Windows XP
- Windows Vista (32 bit or 64 bit)
- Windows 7
- Memory Requirements:
 - 256 MB RAM minimum, 512 RAM recommended
- Storage Requirements:
 - 600 – 2 GB Storage, depending on above components selected

Neither the GACP nor the GOHS are responsible for the repair or replacement of issued equipment: instead, the municipal or college police department (recipient department) is responsible for all repairs or replacement.

12. The terms of this agreement are valid for thirty-six (36) months from the date received.

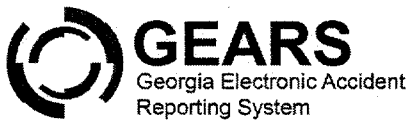
13. Recipient department's CEO or designee is responsible for providing GACP, via fax or email, with confirmation that the equipment has been delivered and installed within the timeframe specified.

Any violation of these terms, or if it is determined that the equipment is not being used for the purposes intended, will result in the department forfeiting the equipment and being held responsible for any damages.

By signing below you acknowledge that you are the recipient department's CEO, or designee, and have read, understood and agree to abide by the terms of this agreement.

Signature: _____ **Date:** _____

Printed Name/Title: _____



Georgia Law Enforcement Agency Crash Report Reimbursement Agreement

In August 2009, the Georgia Department of Transportation authorized Appriss Inc. (formerly Open Portal Solutions) to reimburse local Georgia law enforcement agencies a portion of the amount from crash report sales made by Appriss on behalf of the department.

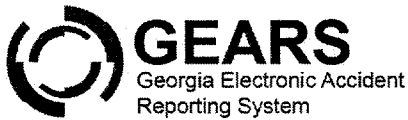
Law enforcement agencies executing this agreement will receive up to \$5.00 per report on individual crash reports sold that they author and submit on a timely basis to the Georgia Department of Transportation. Reimbursements apply to reports sold via www.buycrash.com.

This Agreement is made and entered as of this ____ day of _____, 20____,
by and between Appriss, Inc., and _____.

Both parties agree to all commitments and services as detailed in this document.

Appriss software and services provided to you at zero cost:

- A secure website (www.buycrash.com) where citizens, insurance companies, and other involved or interested parties have the convenience option to purchase official crash report copies.
- A web portal (www.gearsportal.com) where your agency can search for and view historical crash report images, analyze, map, and perform complex queries on the crashes you investigate. Appriss provides training and support for your staff at no cost.
- A reimbursement of up to \$5.00 per report for each crash report sold via www.buycrash.com. Reports electronically submitted to GDOT=\$5.00. Reports scanned and FTP transmitted=\$3.00. Reports completed on paper and mailed to GDOT=\$2.00.
- Reimbursements are paid on a quarterly basis via ACH direct deposit to the agency's designated bank account or by check mailed to your agency.
- Emailed quarterly auditing reports which detail each report sold and revenue earned.
- www.buycrash.com tear sheets used by the officer at the crash scene to provide simple information on the convenience option of obtaining a crash report online. The cards save time, effort and money for your officers and records staff.
- As the contracted crash records fulfillment vendor for the GDOT and pursuant to that agreement, Appriss complies with all current Georgia statutes in regard to the disclosure of crash reports and information.



Agency requirements for reimbursement:

- Your agency agrees to submit your reports timely to GDOT. Timely is defined as within 24 hours of the report being made available at your agency for access/purchase by the public.
- Your agency agrees to provide parties at the crash scene with www.buycrash.com tear sheets or another document (e.g., information exchange form) communicating the www.buycrash.com convenience option.
- Your agency agrees to include on its official website (if provided) the www.buycrash.com logo and hyperlink provided by Appriss. The logo and link will at a minimum be available in all locations describing the options for obtaining a copy of the agency's crash reports.
- Your agency agrees to offer its crash reports for sale online only through www.buycrash.com.

Report Transmission Method	Distributed amount per report sold
Timely submission of reports to the state utilizing the GEARS software or the GDOT supported electronic reporting interface.	\$5.00
Timely submission of paper reports to the state utilizing a local scanner and Licensee's internet connection.	\$3.00
Timely mailing of paper reports to GDOT.	\$2.00

Agency: _____

Address: _____

By: _____

Title: _____

Date: _____

Email: _____

Number of Officers: _____

Appriss Inc.

15 Industrial Drive

Martinsville, IN 46151

By: _____

Title: _____

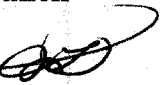
Date: _____

Please call 866-495-4206 or email gears@appriss.com with any questions.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

FROM: City Manager 
City Attorney
Director, Financial Services Division P.S.

DATE: February 5, 2013

SUBJECT: Intergovernmental Agreement for LOST distribution 2013-2022
February 7, 2013 City Council Meeting

Recommendation:

It is our recommendation that this proposed agreement be approved, and that the Mayor be authorized to execute the agreement and all certificates of distribution on behalf of the city.

Discussion:

After months of negotiation and the filing of a petition for arbitration in the Superior Court of Fayette County, the negotiating teams for the various jurisdictions have come up with a proposal that has unanimous support from all members of such teams.

The existing distribution percentage is 50% to Fayette County and 50% to the qualified municipalities within Fayette County, which includes Peachtree City, Fayetteville, Tyrone and Brooks.

The proposal, as set forth in the attached intergovernmental agreement and certificates of distribution, will re-allocate the LOST proceeds to 48.5% to Fayette County and 51.5% to the qualified municipalities. This change would be phased in from 2013-2018.

This proposal represents a cooperative effort among all of the parties involved in the negotiation. Fayette County brought forth a good faith proposal after January 1st of this year. From 2000-2010, Fayetteville and Tyrone experienced growth which shifted the overall percentage of the municipal population in their favor. As per Georgia law, that results in those jurisdictions receiving a larger portion of the overall allocation to qualified municipalities if they simply took absent status as authorized under Georgia law. Fayetteville and Tyrone, however, worked with Peachtree City in order to reduce the overall impact that the new allocation would have on Peachtree City.

The proposal will show the County's percentage being reduced until 2018. Over the course of the 10 year period, Peachtree City, Fayetteville, Tyrone and Brooks will alter their percentages in order to provide both an equitable division of the revenue as well as minimize the impact of such allocation on either jurisdiction's budget.

It is our recommendation that this proposed agreement be approved, and that the Mayor be authorized to execute the agreement and all certificates of distribution on behalf of the city.

Budgetary Impact:

The recommended proposal would result in an estimated decline in LOST revenue of about \$190K in FY 2013, and we budgeted for a decline of about \$160K. Compared to what we had estimated in the current 5-Year Financial Model, the proposed settlement will result in an average annual amount of about \$68K less, or \$340,000 less over a 5-year period.