



CITY COUNCIL

Kim Learnard, Mayor

Phil Prebor, Mayor Pro Tem | Mike King, Post 2

Clinton Holland, Post 3 | Frank Destadio, Post 4

SCAN FOR AGENDA PACKET



Regular Meeting Agenda November 16, 2023 | 6:30 PM City Hall

1. **Call to Order**
2. **Pledge of Allegiance and Moment of Silence**
3. **Announcements, Awards, Special Recognition**
4. **Public Comment**
5. **Agenda Changes**
6. **Presentation**
 - A. Pavement Condition Index Update - 5 Year Street Analysis (Jonathan Miller)
7. **Minutes**
 - A. November 2, 2023 City Council Meeting Minutes
 - B. November 2, 2023 Executive Session Meeting Minutes
8. **Consent Agenda**
 - A. Resolution #11162023 - C - A Ethics Recertification
 - B. Shared Access Agreement and Easement with 2714 HWY 54 W
9. **Old Agenda Items**
10. **Public Hearings**
 - A. 11-23-05 Annexation and Zoning of 11.3 acres at the end of Deanwood Terrace from MHP Mobile Home Park in unincorporated Fayette County to LUR Limited Use Residential in Peachtree City (Applicant Brent Holdings LLC)
 - B. 11-23-06 Zoning text amendment to create a Short Term Rental permit and approval process (Robin Cailloux)
11. **New Agenda Items**
 - A. 11-23-07 Peachtree City Tennis Center Operations (Justin Strickland)
 - B. 11-23-08 Police Vehicle Purchase (Janet Moon)
12. **Council/Staff Topics**
13. **Executive Session**

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

This meeting will be held in Council Chambers at City Hall.

14. New Agenda Items (Cont'd.)

- A. 11-23-09 City Manager Contract (City Council)

15. Adjourn

It is the policy of the City of Peachtree City that all city-sponsored public meetings and events are accessible to people with disabilities. If you need assistance in participating in this meeting or event due to a disability as defined under the ADA, please call the City's ADA Coordinator Yasmin Julio at (770) 632-4261 or e-mail yjulio@peachtree-city.org at least three (3) business days prior to the scheduled meeting or event to request an accommodation.

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

This meeting will be held in Council Chambers at City Hall

City Council of Peachtree City
Meeting Minutes
Thursday, November 2, 2023
6:30 PM

Call to Order

The Mayor and Council of Peachtree City met in regular session on Thursday, November 2, 2023. Mayor Kim Learnard called the meeting to order at 6:30 p.m. Council members attending: Frank Destadio, Clinton Holland, Mike King, and Phil Prebor.

Pledge of Allegiance and Moment of Silence

Announcements, Awards, Special Recognition

None

Public Comment

Taylor Pessin said Peachtree City had always touted the values of good planning and transparency, and she believed those traits had been betrayed by the exposing of vital personal records belonging to deceased residents. She urged Holland to resign from Council and candidate Suzanne Brown to drop out of the race.

Sally Odle stated she represented tennis players who were concerned about the future of the Tennis Center and the displacement of tennis in favor of pickleball. The Mayor had mentioned a possible plan to put pickleball courts on property between the Tennis Center and SR 54, saying it would save Special Purpose Local Option Sales Tax (SPLOST) dollars for things such as restrooms and parking. Odle noted that Tennis Center members paid fees that included parking, showers, etc., and it did not seem fair to let pickleball players use those amenities for free. Parking would be an issue on busy days if pickleball was added. Odle mentioned the update of the Recreation Master Plan, saying she hoped there would be input from Tennis Center players and staff.

Odle suggested adding pickleball courts to the Tennis Center and encouraging players to join a re-named Racquet Center that would attract tournaments and bring in revenue. She suggested putting pickleball courts at Glenloch or Pebblepocket or the old Kmart and Stein Mart buildings. Another idea was to require “quiet racquets” for pickleball so the Braelinn courts would not have to be decommissioned. Tyrone had just built eight courts with two restrooms, and Odle asked how much they spent.

Linda Ellis was concerned about an incident she read about on social media in which a woman said she was attacked and injured on the cart path by a group of teenage boys while walking her dogs.

King asked Police Chief Janet Moon to address this. Moon said there was an intensive investigation into the incident Ellis described. As of Friday, Moon stated, the Police closed the report as being unfounded because there was no credible evidence that the incident occurred.

Joan Perry read a letter she had sent to the Mayor and Council expressing her concern about the release of personal information and the involvement of King, Holland, and Brown. She said this was an egregious breach of the trust placed in the City's elected officials. Holland and King had exhibited a lack of ethics of process, Perry continued, calling for their immediate resignations. She said every person involved in this was engaged in fraudulent behavior and was untrustworthy.

King asked if he could respond, and the Mayor told him there would be time during the Council/Staff Topics section of the meeting.

Tricia Stearns said she concurred with Perry's and Pessin's comments and said it was a shame there were not more people at the meeting asking those questions. It was important, too, she added, to figure out how to keep this from happening again.

Agenda Changes

City Attorney Ted Meeker said staff asked that item B on the Consent Agenda be removed. Destadio moved to remove item B from the Consent Agenda. Holland seconded. Motion carried unanimously.

Minutes

King moved to approve the October 19, 2023, Regular Meeting minutes and the October 19, 2023, Executive Session minutes. Prebor seconded. Motion carried unanimously.

A. October 19, 2023 Regular Meeting Minutes

Approved 5-0

B. October 19, 2023 Executive Session Minutes

Approved 5-0

Consent Agenda

King moved to approve Consent Agenda item A. Holland seconded. Motion carried unanimously.

A. Replacement of Skid Steer Track Loader (SPLOST)- Public Works

Approved 5-0

Old Agenda Items

New Agenda Items

A. 11-23-01 Economic Development Services- Retail Strategies

City Manager Robert Curnow displayed an organization chart that had a recently-added spot for economic development. Retention and expansion were key points for retail development and one of the aspects of that was for the City to have a liaison with its retail business partners. Retention visits were important in order to learn what businesses wanted to move or expand. They needed to find out if a business was leaving the city before the fact, Curnow remarked. Linking

businesses together at a local level could benefit everyone. For instance, one business might need warehouse space, and another had space available.

City Clerk Yasmin Julio noted that the Economic Development department was currently listed under the City Clerk's office, which also was responsible for Public Information. They were getting started with what they could before the fully-fledged Economic Development department was in place. She said residents would soon start seeing showcase videos about existing businesses, along with a new newsletter for non-home-based businesses and a survey of business owners about the process of doing business in Peachtree City.

The Kmart location closed in January 2019, Curnow noted, with Stein Mart following in August 2020. Most recently, Bed, Bath and Beyond had closed. Curnow said they needed an inventory of all vacant retail spaces in the city. He suggested a partnership with a company called Retail Strategies to help them in their relationship with the property owners but, more importantly, provide market indicators to let them know what retail was actually doing in the area.

He reflected that people were always mentioning Trader Joe's. Without having a company tell them what the market indicators were, they did not know why Trader Joe's did not want to come to Peachtree City.

Peachtree City had a relationship with the Fayette County Development Authority (FCDA), but they had five specific areas where they looked: aerospace and aviation, corporate headquarters, film and creative media, technology, and advanced manufacturing. The gap was in retail. Curnow proposed hiring Retail Strategies to fill that gap and provide those indicators so they could know if retail was even expanding in this area and what Peachtree City had to offer.

In the fiscal 2025 budget, Curnow wanted to create a placeholder for economic development at the manager level to report to the City Manager. A staffed economic development office could help with business retention visits and other things that they were now having to contract for.

Learnard asked if retail also meant restaurants, and Curnow said it did. He also went on to say that retail had changed over the past decade and those big box stores just were not as popular as they once were with the advent of online shopping. Smaller stores would be losing out, too, if the big boxes were not there to draw traffic to a shopping area.

King asked if they were still paying FCDA for business retention and expansion services? They were not, Julio replied, noting that last year they budgeted \$95,000 and did not spend any of that. In December they would be asking Council to roll over that \$95,000, and this year, because they did anticipate some economic development efforts, they budgeted about \$61,000.

There had been a Peachtree City Development Corporation (PCDC) in the past that was disbanded by Council, King remarked. He wondered if they could get an Economic Development office off the ground for \$95,000 plus \$61,000. Maybe, Curnow replied. The immediate need was to fill the retail gap, which could be done by hiring this consultant. Curnow said he would come back in that fiscal year budget to let Council know what the needs were for an economic development office.

The payments to the FCDA went to \$146,000 at one point, King commented, but had dropped over a period of five years. For years prior to that, they had paid \$75,000 for business retention and expansion. Had the County stopped that function for Peachtree City?

Curnow said there had been none in the time since he arrived. Julio said they were not paying the FCDA anything. There were new businesses coming into Peachtree City, and they had no communication unless they came in for a permit or a renewal. No one was working with businesses in that aspect.

Prebor said this was a need, and King agreed, but wanted to add a little historical perspective. The vacant buildings were concerning, Prebor said, noting that the retail landscape was changing, and something should be done to fill those voids.

King said he, too, wanted to fill the voids but cautioned against overconfidence. Kmart, Stein Mart, and Bed, Bath and Beyond were private properties. Each shopping center had different ownership, and they decided what would come and go there. He warned that people should not get their hopes up about Stein Mart becoming a pickleball center.

Julio also pointed out that this would not happen overnight, and the agreement with Retail Strategies reflected that. The businesses they would like to see in Peachtree City had planned where they wanted to go years in advance. Peachtree City would be three or four years down the line, but at least they would have a seat at the table.

Mill Graves of Retail Strategies joined the meeting virtually, saying he appreciated the discussion and questions and wanted to walk them through what a partnership between Peachtree City and Retail Strategies could look like. Retail Strategies worked in 36 states with a staff of about 70 to 80 people. They were headquartered in Birmingham, with offices also in Atlanta and Dallas. Graves noted the firm started in commercial real estate and had been working with communities for more than a decade.

Retail, he noted, was a quality of life issue. While the FCDA focused on industry, the quality of life in a community was what attracted and retained workers and residents. He noted that it took time to build the relationships needed to work with the retail owners. When his firm began working with a community, they came up

with a strategic plan, learned about the community, then connected the opportunities. This was an ongoing process as retail continued to evolve. It started with data and understanding the community, but real estate was what drove the decision, he stated.

Retail Strategies would look at each corridor in Peachtree City to determine where customers were coming from. As an example, he said the Publix in Wilshire drew a consumer population of about 70,000, which was greater than Peachtree City's population of 37,000. They would look to see what types of businesses residents wanted to attract and then see who was expanding. They could compare Peachtree City to other communities to determine what target opportunities there were. He remarked that all of the data points they collected could be used by the community, including City staff and existing property owners.

During the first 90 days, Graves continued, they would review data and look at the market, evaluating sites for things such as signage, visibility, parking, access, traffic counts, and what other like tenants were there. He displayed maps of the city's vacant real estate from real estate websites that were incorrect, omitting Stein Mart and Kmart, for example. His firm would inventory the area from the ground and use their resources to get in touch with owners and see what was going on. The firm would market the area to their existing contacts on a national level, he explained. The City would get feedback on what they found, with information such as why Trader Joe's was not moving on this market.

Graves showed a report that his team had put together to show how vacant Stein Mart spaces had been backfilled. Retailers such as Burlington and Crunch Fitness were listed. He said his firm's job would be to get Peachtree City's name in front of all the many people involved in the opening process, which could take as long as three years. That was why their contracts were for three years, although they were renewed one year at a time.

Within 90 days, Retail Strategies would develop a market analysis, a customized timeline for the community, and a marketing guide. These would be updated as frequently as needed. Graves stated that economic development was complicated, and their role would be to use their expertise and connections to bring everyone together. In addition to receiving quarterly updates, Retail Strategies would represent Peachtree City throughout the year on a national level at various conferences for the retail real estate industry. Graves said Peachtree City would have three primary points of contact, including himself, but there were many others who would be working for them, as well.

He stated it would be good to work with a city that had a clear vision of how it wanted to grow, and they hoped to have that opportunity.

Learnard asked Graves how familiar he was with Peachtree City? Graves said he had never worked in Peachtree City but had worked in real estate and economic

development throughout Georgia, including in Newnan and Coweta County. He said he had been to Peachtree City and had driven the market many times, including Braelinn and the vacant Stein Market. He knew the property owners and leasing agents from his previous work.

Peachtree City citizens liked to be involved with what went on in their city, Destadio noted, and asked how that could be accomplished. Graves said there would be a survey of City leaders, and a more general one for local organizations and groups regarding what they wanted to see happening in the community, stressing that his firm's job was to understand market realities and attempt to marry them with the community's wishes. Retail Strategies would engage in confidential conversations with property owners and retailers.

Destadio asked if he had ever used Zencity? Graves said he had not, and Destadio advised him to speak with Curnow about it because it was a useful tool. Graves again said his firm would advocate for the community and would work to make the right deal, not just the easy deal. If Peachtree City decided to hire an economic developer down the line, it would be the perfect situation, Graves remarked.

Prebor asked Graves to describe successes with big box retail spaces. Graves said his firm had contacts throughout the retail industry and pointed to Johnson City, Tennessee, where they backfilled a vacant Kmart with Hobby Lobby, Guitar Center, and At Home. In Fort Payne, Alabama, an empty Kmart was backfilled with Dunham's Sports, Dollar Tree, and Badcock Furniture. They also backfilled a vacant grocery store in Monroe, North Carolina, with Ollie's Bargain Outlet, Graves reported.

Holland mentioned that some shopping centers had restrictions imposed by major tenants, such as Kroger being able to forbid a competitor from opening in the same center. Graves acknowledged these situations but said they just stayed persistent and focused on public-private partnerships. Owners realized that a vacancy in a long-term scenario would hurt the center down the line, but Graves admitted there was often no easy answer to the problem Holland mentioned.

King asked about the cost, and Graves said \$40,000 for the first year and \$50,000 for years two and three. It was a three-year agreement that would be reviewed each year, and either party could get out of it at any year. Afterwards, they could agree to new three-year contracts, but Graves noted that retail was a cyclical industry with booms and lulls.

Prebor moved to approve the Retail Strategies agreement in the amount of \$40,000 for retail recruitment and economic development services. Holland seconded. Motion carried unanimously.

Public Hearings

A. ~~11-23-02 Variance request for 214 Preston Circle, fence requirements in front~~

yard
Withdrawn per Applicant's Request

B. 11-23-03 Variance request for 100 Huddleston Road, sign height for Caliber Car Wash

Planning and Development Director Robin Cailloux explained the property was on Huddleston Road at the intersection of SR 54 West and was previously a golf cart sales location, but recently had been redeveloped as Caliber Car Wash. The lot had frontage on both Huddleston and SR 54 and sat about 18.5 feet below grade on SR 54.

The sign ordinance allowed a monument sign for each road frontage. There was already one on the Huddleston side, and they wanted another on the SR 54 frontage, but it would need to be higher than the maximum allowed height of five feet in order to be visible because of the steep slope. They were requesting a variance to allow the sign to be 26 feet tall so it could be near or at grade of SR 54. Sign variance criteria differed from zoning and land use criteria, Cailloux stated, and were based on topography and visibility of the sign.

Attorney Rick Lindsey represented the applicant, and he said granting the variance would allow this sign to be treated like every other sign in the city at five feet above road level. He noted there were a couple of other businesses that had similar signs, including the Fayette County Animal Care Center and Dr. Cliff Bost's office on the east side.

He noted that one of the criteria for a sign variance was that the visibility was substantially impaired from the street because of natural features. If the sign was limited to five feet at the bottom of the slope, no one could see it from the street. Placement elsewhere on the lot would not remedy the problem because the entire frontage was about 18 feet below grade, Lindsey remarked. Other criteria asked if the problem was created by the landowner, and Lindsey said it obviously was not. He said the Department of Transportation raised SR 54 to go over the railroad tracks, and that created the steep decline on Huddleston. Staff was not recommending any conditions, so Lindsey said he believed that granting this variance would not create any road hazards.

The Mayor opened the public hearing. No one wished to speak in favor. Monique Comisky said she was opposed because it would look like such a huge sign. She said she did not understand why they could not put a monument sign on SR 54. It would set a precedent for future development, she stated.

No one else wished to speak, and the Mayor closed the public hearing.

King recalled they approved something similar at Westpark because of the impending construction for the displaced left turn (DLT) at the SR 54/74

intersection, but that sign had not been erected. King said he felt it would be premature to approve this request now because they didn't fully know how the DLT project would impact this area. There was current litigation dealing with signs, too, that might affect this, King continued. He suggested this be tabled until the DLT was finished.

Destadio said he agreed, as did Holland. Holland also pointed out that this car wash had a monument sign on Huddleston, which was where its address was.

Prebor agreed, noting that the whole building sat below grade and the owner was aware of this when he bought the property, but that might have been reflected in its price. He stated that the sign at Westpark was not as high, and the variance was allowed because of the DLT. Prebor, too, thought it would be best to table this until they knew more about the future of the area.

City Attorney Ted Meeker said rather than table, they needed a motion to continue to a certain date. Or they could deny it, and the applicant could come back in six months, Learnard stated.

King said it would be longer than six months; they had been told two years for the DLT.

Rather than denying it, Lindsey said, the applicant could withdraw the request so there would not be a negative precedent set by a previous denial when it came back to Council. He said the applicant was out of town, so he did not know what his wishes would be.

Meeker suggested a motion to continue until the first meeting in December. Council said the applicant and the City would need more time. Holland asked Lindsey if six months would be acceptable, and Lindsey said he would have to check with his client. He asked that it be continued until December 7, at which time they could withdraw or get another continuance.

King moved to continue Public Hearing item 11-23-03, variance request for 100 Huddleston Road, sign height for Caliber Car Wash, until the December 7, 2023, City Council meeting. Holland seconded. Motion carried unanimously.

- C. ~~11-23-04 Annexation and Rezoning for 52 acres located on Stagecoach Road and Spear Road from AR in unincorporated Fayette County to ER and LUR in Peachtree City~~**
Requested to be postponed by the applicant.

Council/Staff Topics

1. Post on Personal Information Breach

King wanted to address the topic of the voter list verification that several citizens

mentioned earlier in the meeting. He said this was brought about by statements of the Mayor's in social media that were not true. It was not true that four people formed the group. He joined the group on May 7, 2023, and left it on July 21. The sole purpose was to clean the County's voter rolls. He admitted he had received an email from an M. Ross's private email to his private email, but King said he never looked at it. He didn't disseminate it or publicize it in any way, and he said he deleted it when he left the group on July 21. He resented citizens asking for his resignation, he stated.

Holland said that the group of private citizens wanted to remove the names of voters who had died from the voter rolls. He said he contacted Lynn Crittenden, the Chief Clerk of the Probate Court, and she said the information her office had provided could legally be released. He read an email from her that said the death certificate information Margaret Ross requested through an Open Records Request in May were open public records available to any citizen and that the Social Security numbers included were also public information.

Holland said, as far as he was concerned, they did nothing wrong. He and King were trying to do good things by cleaning the voter rolls.

Holland also read an email to the Fayette County Probate Judge asking if the release of this information was legal or was it a violation of State statutes? The Judge replied that she would not speak about this until she received guidance from the State Department of Vital Records.

The emails Holland read are on file in the City Clerk's office and are available to the public.

He said he found it ironic that Council had just passed a resolution on civility only to have one discourteous act after another committed in the past several weeks. He mentioned that the Fayette Citizen published his letter to the editor endorsing a candidate for City Council on October 7. He said his letter was followed by a "blistering" email from Learnard that referred to his letter as "ignorant blather." He said he had never spoken to a Council colleague in that manner and did not intend to do so, but he forwarded that email to be published in The Citizen to show citizens what some members of Council had to contend with from leadership.

At the October 19 City Council meeting, Prebor and Learnard directed a series of sharp questions to King and himself about a list of deceased residents given to a group of citizens through an Open Records Request, Holland continued. That request did not ask for Social Security numbers, he remarked, and he again said the Chief Clerk told him the information provided was open to the public.

He said if Learnard or Prebor had asked him about this before October 19, he would have given them the correspondence from the officials at Probate Court, adding it was his understanding that City staff received the same listing on a monthly basis.

On November 1, Learnard called this a data breach on her Facebook page, Holland continued, but he said it would have been more civil if she had called the Probate Court before turning the matter into a public scene. Perhaps the staff at Probate Court made a mistake and provided certain information in error; Holland said he did not know.

King called a point of order. He said he had not heard such childish bickering on the dais since 2013. He moved to adjourn.

Holland said he had two more sentences to read; King replied that he was done listening. Holland asked if that was a legitimate motion, and Meeker said a motion to adjourn could be made at any time. Learnard said she still wanted to have a conversation with the tennis players who were present.

King's motion died for lack of a second.

Holland said it was up to the County to determine if the Probate Court was in error, not the City. He wanted it clear that the lists were not disseminated to the public. He concluded by saying he hoped in the future they would handle such issues with more modesty and decorum. Communication, research, and professionalism could have resolved this matter without so many political shots being fired, Holland went on. He said he had been informed that the Probate Court was conferring with the State government on the protocol and process, and, if errors were made, they would make the necessary corrections.

Prebor commented that he loved Peachtree City and tried to always be positive. He said he was glad to hear that the Probate Judge had asked the State to look into this. He said the official Code of Georgia stated when Social Security numbers of the deceased could be disclosed, and he disagreed that it was public record.

Prebor also disagreed with some points of Holland's letter to The Citizen, such as saying this information was public record. Also, it was not his son-in-law who was affected, it was his stepson. There was no need to go to the Legislature because those laws were already in place. Through an Open Records Request, Prebor said he had discovered there was a State investigation going on, so he had no further comments.

Learnard said, in the spirit of full transparency, she would share what they knew. The data files of nearly 4,000 Peachtree City residents who passed away between 2020 and May 15, 2023, were shared. The data included names, addresses, birth dates, death dates, and Social Security numbers. It was not released by the City.

She listed her priorities as full transparency in helping affected citizens learn what happened and working in full cooperation with any potential State investigation.

2. Tennis Center

Learnard addressed the people in the audience who she said had their hearts on the tennis court. She told them that staff had toured the Tennis Center and talked about

plans for the coming year—pickleball among them. Coincidentally, the Mayor noted, were a couple of other things also going on. A quality company was assessing all of their recreation facilities. The last Recreation Master Plan was in 2011, so this was long overdue. Citizen input would be an important part of the process, Learnard continued.

Also, next year, the 15-year contract with Invited, operator of the Tennis Center, would expire next year, and Learnard said they would be working together in good faith to figure out what came next. That might be a request for proposal (RFP) for another company to operate the center, or it might mean the City taking over. It could be a hybrid, where the City employed the pros and the staff.

Executive Session

King moved to adjourn to executive session at 8:05 p.m. to discuss personnel matters. Destadio seconded. Motion carried unanimously.

King moved to reconvene in regular session at 8:44 p.m. Holland seconded. Motion carried unanimously.

Adjourn

There being no further business, King moved to adjourn the meeting. Prebor seconded. Motion carried unanimously.

The meeting adjourned at 8:44 p.m.

Martha Barksdale, Recording Secretary

Kim Learnard, Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Robert Curnow, City Manager

FROM: Yasmin Julio, City Clerk 11/9/2023
Robert Curnow, City Manager 11/10/2023

DATE: November 16, 2023

SUBJECT: Resolution #11162023 - C - A Ethics Recertification

Recommendation:

Adopt the attached Ethics Resolution reaffirming the ethics principles outlined under the GMA Cities of Ethics program.

Discussion:

Peachtree City applied for and received designation as a Certified City of Ethics in June of 2000 under the program managed by the Georgia Municiple Association. The program requires periodic review of the City's Ethics Ordinance, which the Peachtree City updated in 2016, and for Council to reaffirm the ethics principles outlined by GMA for the conduct of the City's affairs for regular recertification.

Those principles, as outlined in the attached resolution, are:

- Serve others, not ourselves
- Use resources with efficiency and economy
- Treat all people fairly
- Use the power of our position for the well being of our constituents
- Create an environment of honesty, openness, and integrity

The resolution and letter requesting recertification as a City of Ethics is due to GMA in November, 2023.

Budget Impact:

This item should have no budgetary impact.

Attachments:

1. Ethics Resolution

ETHICS RECERTIFICATION RESOLUTION #11162023 -C-A

WHEREAS, The Board of Directors of the Georgia Municipal Association has established a Certified City of Ethics Program; and,

WHEREAS, The City of Peachtree City wishes to continue to be certified as a Certified City of ethics under the GMA Program; and,

WHEREAS, Part of the recertification process requires the Mayor and Council to subscribe to the ethics principals approved by the GMA Board; and,

NOW THEREFORE BE IT RESOLVED by the governing authority of the City of Peachtree City, Georgia, that as a group and as individuals, we, the Mayor and City Council of Peachtree City, subscribe to the following ethics principles and pledge to conduct the affairs of the City of Peachtree City accordingly:

- Serve others, not ourselves
- Use resources with efficiency and economy
- Treat all people fairly
- Use the power of our position for the well-being of our constituents.
- Create an environment of honesty, openness, and integrity

Resolved this 16th day of November 2023.

Kim Learnard, Mayor

Phillip E. Prebor, Mayor Pro Tem

Mike King, Post 2

Clinton Holland, Post 3

Frank Destadio, Post 4

ATTEST: _____
Yasmin Julio, City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Robert Curnow, City Manager

FROM: Robin Cailloux, Planning Director 11/6/2023
Justin Strickland, Assistant City Manager 11/10/2023
Robert Curnow, City Manager 11/10/2023

DATE: November 16, 2023

SUBJECT: Shared Access Agreement and Easement with 2714 HWY 54 W

Recommendation:

Accept the shared access agreement and easement with 2714 Highway 54 W.

Discussion:

GDOT requested that the existing driveway to the undeveloped greenspace owned by the City at the intersection of Planterra Way and Highway 54 W be combined with the driveway for the property at 2714 Highway 54 W. The owner of 2714 Highway 54 W has agreed to construct and maintain a shared driveway that serves both their property and the City-owned property. The attached documents grant both property owners mutual access to the driveway.

Budget Impact:

There are no current or long-term budget impacts associated with this item.

Attachments:

1. Easement Agreement

Prepared by and when recorded
return to:

BAKER & SUMMY, PC
6340 Sugarloaf Parkway, Suite 200
Duluth, Georgia 30097

Fayette Tax Parcel ID No.: 0733 010

STATE OF GEORGIA
COUNTY OF FAYETTE

JOINT ACCESS AND SHARED DRIVE EASEMENT AGREEMENT

THIS JOINT ACCESS EASEMENT AGREEMENT (this "Agreement") is made this ____ day of _____, 2023, by and between **QLD2 PROPERTIES, LLC, a Georgia limited liability company**, hereinafter collectively referred to as "QLD2", and **THE CITY OF PEACHTREE CITY, a municipal corporation organized and existing under the laws of the State of Georgia** (hereinafter referred to as "CITY"). QLD2 and CITY are collectively referred to as the "Parties."

In this Agreement, wherever the context so requires, the masculine gender includes feminine and/or neuter, and the singular number includes the plural. Wherever herein a verb, pronoun or other part of speech is used in the singular, and there be more than one entity, the singular part of speech shall be deemed to read as the plural. Wherever herein QLD2 and CITY are used, the same shall be construed to mean as well the heirs, executors, administrators, successors, representatives and assigns of the same.

W I T N E S S E T H

WHEREAS, QLD2 is the owner of parcel no. 0733 010 of real property located in Fayette County, Georgia and being more particularly described on **Exhibit "A-1"** attached hereto and made a part hereof by this reference as 2714 GA HWY 54, Peachtree City, GA 30269, respectively.

WHEREAS, CITY is the owner of parcel no. 0733 095 of real property located in Fayette County, Georgia and being more particularly described on **Exhibit "A-2"** attached hereto and made a part hereof by this reference as "Greenbelt Planterra Way", Peachtree City, GA 30269, respectively.

WHEREAS, as to the Surveyed area shown as **Exhibit "B"** further and fully described in **Exhibit "C"** as the "Easement Area", the Parties desire to grant and the Parties desire to obtain for the benefit of the Parties a reciprocal, non-exclusive, permanent easement over, upon, across and through the Easement Area on each of QLD2 and CITY's properties, respectively, for the purposes of ingress and egress.

NOW, THEREFORE:

FOR AND IN CONSIDERATION of Ten and No/100 Dollars (\$10.00), the premises, the mutual benefits to be derived by the provisions of this Agreement, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties hereto do hereby covenant and agree as follows:

(1)

Incorporation of Recitals.

The recitals set forth above are hereby incorporated into the substantive body of this Agreement.

(2)
Easement Area

For purposes of this Agreement, "Easement Area" shall mean that area as described on **Exhibit "C"** attached hereto.

(3)
Access Easement

The Parties hereby grant and convey to each other, for the benefit of and as an appurtenance to the Easement Area, a reciprocal, non-exclusive, perpetual easement over, upon, across and through the Easement Area and located on the Parties' respective properties for the purposes of ingress and egress. Neither QLD2 nor CITY shall interfere with the routine operations of the Easement Area.

(4)
Maintenance and Repairs

QLD2 shall keep and maintain the Easement Area in good order, condition and state of repair, and shall bear the cost of maintaining the Easement Area. In the event that the Easement Area is damaged as a result of the negligence or willful misconduct of a party of such party's guests, invitees or contractors, then such party shall be responsible for the costs and expenses of repairs to such Easement Area. QLD2 shall be responsible for maintaining any utility lines located within the Easement Area.

(5)
Duration

The provisions of this Agreement shall run with and bind the land described herein and shall be and remain in effect perpetually to the extent permitted by law.

(6)
Running With Land

The easement rights granted herein and located within the designated Easement Area shall reciprocally run with the land as a benefit to the Parties' property, and as a burden and appurtenance to the Parties' property, and shall pass with the conveyance of all or any portion of such property, whether specifically referred to or not.

(7)
Usage Rights

The rights described herein, including the right to use the easement granted herein, may be extended to each Parties' tenants, subtenants, suppliers, contractors, invitees, customers, agents, employees and any other persons having contact with the activities being conducted on each Parties' respective property.

(8)
Indemnity

During its ownership of parcel no. 0733 010, QLD2 agrees to indemnify and hold CITY harmless from any claims, damages, liabilities, or expenses arising out of QLD2's construction, use, or maintenance of the shared driveway. If QLD2 ever sells or transfers its ownership to another

party, that party shall be bound under the terms of this Agreement, and QLD2 shall be released from its obligations under this Agreement.

(9)
Miscellaneous

This Agreement shall be governed in accordance with the laws of the State of Georgia. The paragraph headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. This Agreement may be amended, modified or terminated only in writing, executed and acknowledged by all parties to this Agreement or their respective successors or assigns. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the Parties have hereunto set their hand and seal on the day and year first above written.

QLD2 PROPERTIES, LLC
a Georgia limited liability company

Signed, sealed and delivered in our presence
in _____ County, Georgia

(SEAL)
By: SHEHZAAN CHUNARA
Its: Co-Manager

Unofficial Witness

Notary Public, _____ County, Georgia
My commission expires: _____

(SEAL)
By: ASIF ASWANI
Its: Co-Manager

(Notary Stamp)

THE CITY OF PEACHTREE CITY

Signed, sealed and delivered in our presence
in _____ County, Georgia

(SEAL)
By:
Its:

Unofficial Witness

Notary Public, _____ County,
Georgia
My commission expires: _____

(Notary Stamp)

EXHIBIT "A-1"
LEGAL DESCRIPTION OF QLD2 PROPERTY

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN LOT OF LAND NO. 129 OF THE 7TH DISTRICT OF SAID COUNTY OF FAYETTE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LAND LOT 129 AND RUNNING EAST 40 YARDS; THENCE SOUTH 121 YARDS; THENCE WEST 40 YARDS; THENCE NORTH 121 YARDS TO POINT OF BEGINNING AND CONTAINING ONE ACRE; BOUNDED NOW OR FORMERLY AS FOLLOWS, ON THE NORTH BY STATE HIGHWAY NO. 54; ON THE EAST AND SOUTH BY LANDS OF G. L. BROWN AND ON THE WEST BY LANDS OF THE BANISTER ESTATE.

LESS AND EXCEPT: ALL OF THAT TRACT OR PARCEL OF LAND CONTAINED IN THE ORDER AND JUDGMENT, FILED APRIL 06, 2004, IN DEED BOOK 2481, PAGE 327, FAYETTE COUNTY, GEORGIA RECORDS.

FURTHER DESCRIBED IN THAT CERTAIN ALTA/NSPS LAND TITLE SURVEY FOR QUICK LUBE DEVELOPMENT 2, LLC, QLD2 PROPERTIES, LLC, SOUTHSTATE BANK, N.A., ITS SUCCESSORS AND/OR ASSIGNS, BAKER & SUMMY, PC, AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, DATED OCTOBER 13, 2022, AS SURVEYED BY JEFFERY N. LUCAS, REGISTERED LAND SURVEYOR NO.: 2759.

PROPERTY KNOWN AS: 2714 GA HWY 54, PEACHTREE CITY, GEORGIA 30269
FAYETTE COUNTY TAX MAP NUMBER: 0733 010

EXHIBIT "A-2"
LEGAL DESCRIPTION OF CITY PROPERTY

E.S.P.

ESP ASSOCIATES AL, INC.
80-A South Main Street
Fayetteville, GA 30290
706-855-1100
www.espal.com

NORTH 121 YARDS (D)
 $S\ 01^{\circ}52'45''\ E\ 304.46'$
 $S\ 01^{\circ}52'24''\ W\ 292.39'(P)$

Access Easement

Deed Book 249, Page 639

Graphic Scale: 1" = 40'

0 40'

North Arrow

Survey Data:
NAD 83 Zone 16C
Datum: NAD 83
Projection: UTM
Units: Feet
Tolerance: 0.01 ft
Method: GPS
Instrument: Trimble R10
Observer: J. Smith
Date: 10/15/2010

Additional Survey Data:
NAD 83 Zone 16C
Datum: NAD 83
Projection: UTM
Units: Feet
Tolerance: 0.01 ft
Method: GPS
Instrument: Trimble R10
Observer: J. Smith
Date: 10/15/2010

Access Easement Description:

Being an Access Easement on a portion of land located in Land Lot 129 and Land Lot 140 both of the 7th District, Fayette County, Georgia as described in Deed Book 249, Page 638 and shown as Tract 2 in Plat Book 25, Page 139 as recorded in the Fayette County Public Records; being more particularly described by the following metes and bounds description based on Grid bearings and distances derived from the State Plane Coordinate System for the West Zone of Georgia, North American Datum of 1983 (NAD83), 2011 Adjustment, to wit:

Beginning at a concrete monument found at the southern intersection of Plantiers Way and Georgia Highway 54 as shown on said Plat Book 25, Page 139; thence N $54^{\circ}38'50''\ E$ for a distance of 93.56 feet to a concrete monument found on the south right-of-way of said Georgia Highway 54; thence S $89^{\circ}26'45''\ E$ along said right-of-way for 301.09 feet to the Point of Beginning of a 40' wide easement lying 20 feet either side of and parallel to the following described line; thence S $01^{\circ}52'31''\ W$ for a distance of 80.00 feet to the Point of Termination of said Access Easement.

EXHIBIT "C"
LEGAL DESCRIPTION OF EASEMENT AREA FOR SHARED RIVEWAY

Being an Access Easement on a portion of land located in Land Lot 129 and Land Lot 160 both of the 7th District, Fayette County, Georgia as described in Deed Book 249, Page 638 and shown as Tract 2 in Plat Book 25, Page 139 as recorded in the Fayette County Public Records: being more particularly described by the following metes and bounds description based on Grid bearings and distances derived from the State Plane Coordinate System for the West Zone of Georgia, North American Datum of 1983 (NAD83), 2011 Adjustment, to wit:

Beginning at a concrete monument found at the southern portion of the mitered intersection of Planterra Way and Georgia Highway 54 as shown on said Plat Book 25, Page 139; thence N 54°58'50" E for a distance of 93.56 feet to a concrete monument found on the south right-of-way of said Georgia Highway 54; thence S 88°26'45" E along said right-of-way for 301.09 feet to the Point of Beginning of a 40' wide easement lying 20 feet either side of and parallel to the following described line; thence S 01°32'51" W for a distance of 80.00 feet to the Point of Termination of said Access Easement.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Robert Curnow, City Manager

FROM: Robin Cailloux, Planning Director 11/9/2023
Justin Strickland, Assistant City Manager 11/10/2023
Robert Curnow, City Manager 11/10/2023

DATE: November 16, 2023

SUBJECT: 11-23-05 Annexation and Zoning of 11.3 acres at the end of Deanwood Terrace from MHP Mobile Home Park in unincorporated Fayette County to LUR Limited Use Residential in Peachtree City

Recommendation:

Should the City Council approve the request, staff recommends the following conditions:

1. Development shall take place substantially in conformance with the Conceptual Plan as prepared by Rochester & Associates, dated August 11, 2023, which is incorporated herein by express reference. Any substantive change to this plan or any conditions of this section shall require a new rezoning action.
2. Permitted uses:
 - a. No more than 21 single-family lots.
 - b. Accessory uses per Section 908 of the Zoning Ordinance
 - c. Publicly owned buildings or facilities
 - d. Customary home occupations per Section 907 of the Zoning Ordinance
3. No conditional uses shall be permitted within this zoning district
4. Front setbacks shall be ten feet for the main structure and 20 feet for garages.
5. Rear setbacks shall be ten feet for the main structure and 20 feet for garages.
6. At least 75% of the houses shall have a main-level bedroom and bathroom.
7. Houses shall be faced with either brick, stone, cementitious stucco, or cementitious siding.
8. Each elevation visible from a public street shall include architectural detailing similar to the front elevation in order to avoid creating a blank wall.
9. The maintenance of all internal parks, landscaped areas, sidewalks, subdivision entrances, and community amenity areas shall be the sole responsibility of the homeowner's association, and a note to this end shall be placed on the final plat.

Discussion:

Brent Holdings, the Applicant, is requesting the annexation and zoning of 11.3 acres at the end of Deanwood Terrace. The property is currently a part of the Shiloh Mobile Home Park, but is an undeveloped portion of land cut off from the rest of the Park by a tributary of Camp Creek. Access to the property is only available via Deanwood Terrace, which is a Peachtree City residential road within the Towson Place subdivision currently under development.

The Applicant is requesting to zone the property to LUR, Limited Use Residential, to create about 21 single-family lots as a part of the Towson Place subdivision. A copy of the Applicant's Conceptual Site Plan and Narrative are attached to this memo.

Current Zoning

The attached Zoning Map shows the zoning of the property and the surrounding area. The annexation territory is currently zoned MHP, Mobile Home Park, in unincorporated Fayette County. The property to the north is a part of the Governor's Square planned development, and is zoned LUC-33 for a 94-lot single family subdivision named Towson Place. The property to the east is zoned in unincorporated Fayette County as R-70, Single-Family Residential with 2-acre lot minimums, and AR, Agricultural Residential with 5-acre lot minimums.

It is important to note that the current County zoning will allow the development of these single-family homes without any rezoning. This development will occur as proposed whether the property is annexed into the City or not. In fact, if the property is not annexed into Peachtree City and is developed in the County, more lots are permitted than is currently being requested.

Adopted Future Land Use

The attached Future Land Use Map shows the adopted future land use for the property and surrounding area. The annexation territory in the County is planned for Mobile Homes. The County also does a broad-stroke mapping of potentially Environmentally Sensitive areas along major streams and tributaries, shown in green on the map and labeled, "ENVIRO." The purpose is to notify property owners that future development will require further environmental surveys, and that protection of these land types is required where they are discovered.

The surrounding area within Peachtree City is mapped for SFC Single Family Cluster for lots smaller than ¼ acre and densities around 3-6 units per acre, and MF Multi-Family for attached housing such as townhomes, condominiums and apartments. The proposed development with lots sizes averaging 7,000 square feet complies with the SFC Single Family Cluster future land use designation.

Impact on Community Facilities

The Step Two application for annexation requires a review of how the proposed development will affect the City's facilities and services, which are summarized below.

Water will be provided by Fayette County Water System is available at the site.

Sewerage will be provided by WASA and is already located in the Camp Creek tributary. WASA has stated that capacity for the project is available.

Fire and EMS services are already provided by Peachtree City due to an Automatic Aid agreement with Fayette County. If the annexation is not approved, Peachtree City will continue to provide Fire and EMS services to the property without collecting any property tax revenue.

The Peachtree City Police have reviewed the application and indicate that the proposed growth in service area will not impact their ability to continue providing high quality service and response times to the entire City.

The proposed residential street must be constructed to Peachtree City standards and at the expense of the developer.

The City is exploring options to provide multi-use path access to this area of the City on northeast side of Highway 54. Staff has discussed connection opportunities on this property, but no final plan has been developed. The Applicant has indicated being open to preserving the required multi-use path easement for the City.

Consistency with Comprehensive Plan

City staff have assessed the proposal's compliance with goals and policies adopted in the Comprehensive Plan, in particular its ability to satisfy Natural Resource, Land Use, and Housing goals.

NATURAL RESOURCES

The City has adopted a goal of preserving environmentally sensitive lands in greenbelts and permanently protected open spaces. The proposed development supports this policy by separately platting and preserving these sensitive lands.

LAND USE

Peachtree City's Comprehensive Plan utilizes the Village Concept as the driving development pattern for the City. A Village Center is an area of high activity with a mix of commercial and office. Residential density should step down from a Village Center from multi-family residential all the way down to low density residential.

The proposed development is located within a 15-minute walk of a Village Center. Therefore, the residential use at the proposed density meets the standards for SFC Single Family Cluster designation and is appropriate at this location.

HOUSING

The Comprehensive Plan includes a policy of encouraging housing options that accommodate people of all ages and abilities, which is accomplished by providing no-step or low-step house plans. Houses with main-level bedrooms and bathrooms, wide doorways, and additional structural reinforcement for bathroom grab-bars are all design elements that create accessible homes.

The Comprehensive Plan also encourages the use of high quality building materials to reduce the long-term maintenance liability. Low-maintenance siding like cementitious boards, brick, and stone are all long-lasting materials that require less life-time maintenance. Staff recommended conditions include low-maintenance siding and main-level bedrooms to meet these Comprehensive Plan policies

Budget Impact:

City Staff updates the Land Use Fiscal Impact Analysis annually with each budget to provide a broad-scope analysis of the cost of providing City services overall. The analysis is based on existing land use and the number of existing dwelling units in the City to, among other things, determine the average annual cost of providing City services to each dwelling unit. The Fiscal Year 2024 average cost of City services per dwelling unit is \$1,379. To recoup this cost in property taxes alone, the Fair Market Value (FMV) of a dwelling unit would need to be \$570,407.

The Table below summarizes the property-tax generation of the property comparing three scenarios:

- Existing Conditions: shows the revenue of the property currently,
- Scenario A: shows revenue of the property if the land is developed per the County's existing zoning and as an extension of the Mobile Home Park; and
- Scenario B: shows revenue from the property if it is developed as proposed within the City.

Because the Applicant states that the proposed development will be similar to the Towson Place lots, the average value of the lots in Scenario B is set at \$850,000.

Property Use	Fair market Value	Assessed value	School	County Fire	County EMS	911	County	City	Owner's Total
Existing Conditions									
Undeveloped land of MHP	\$225,371	\$90,148	\$1,807	\$277	\$45	\$19	\$364	\$0	\$704
Scenario A: Not Annexed and developed at current zoning requirements									
Mobile Homes (41 Mobile Home lots)	\$884,630	\$353,852	\$7,095	\$1,086	\$177	\$74	\$1,427	\$0	\$2,765
Scenario B: Annexed and developed as proposed									
Residential (developed) (21 Homes @850K)	\$17,850,000	\$7,140,000	\$143,157	\$0	\$0	\$1,499	\$28,803	\$43,147	\$216,606

The revenues collected by the school system and the county would increase if the annexation and rezoning is approved, while the revenue to the County Fire and EMS Department will be reduced by \$322 per year. However, the County Fire and EMS Department does not currently provide services to this property because Peachtree City already provides service to this property and will continue to do so in the future without collecting any property tax revenue from it.

Planning Commission and County Board of Commissioners Actions

The Planning Commission held a public hearing on this item at their October 23rd meeting. They voted 3-2 to recommend denial of the request. Hamner and Ritenour were the dissenting votes.

The Fayette County Board of Commissioners voted at their October 26th meeting to “Not Object” to the annexation. Per State law, the required review time for the County is complete and the City is free to take action on this request.

Attachments:

1. Applicant Narrative
2. Conceptual Site Plan
3. Aerial Map
4. Zoning Map
5. Future Land Use Map

APPLICANT NARRATIVE
RS TOWSON HOLDINGS, LLC
270 North Jeff Davis
Fayetteville, Georgia 30214

September 8, 2023

VIA EMAIL AND FEDEX

Ms. Robin Cailloux
Planning and Development Director
153 Willowbend Road
Peachtree City, GA 30269

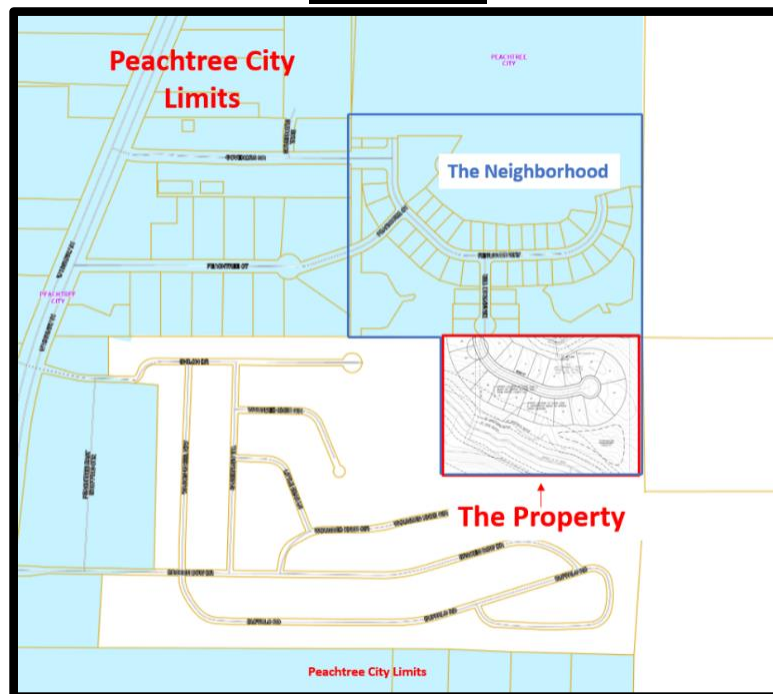
**Re: Step Two Annexation Application (the “Application”)
11.387 Acres (Part of Tax Parcel ID # 0719 010)**

Dear Ms. Cailloux,

RS Towson Holdings, LLC (the “Applicant”) respectfully requests annexation of 11.387 acres that was formally part of Parcel ID # 0719010 (the “Property”). In accordance with this request, we have engaged Rochester and Associates to design the attached conceptual plan.

Towson Village (the “Neighborhood”), as seen in **Diagram “1”** below, is zoned LUC-33. The Neighborhood is within the limits of the City of Peachtree City, Georgia (the “City”). The Application seeks to annex the Property into the City so that it can be developed with 20 residential lots as part of and consistent the Neighborhood. When the Neighborhood was zoned, the concept plan associated with LUC-33 contemplated the neighborhood extending onto the Property.

Diagram “1”



The annexation of the Property into the City represents a strategic move aimed at fostering community growth and ensuring a sustainable and vibrant future for all the Neighborhood and the City's residents. The annexation will permit a logical extension of the existing Towson Village neighborhood. The annexation of the Property will broaden the city's tax base, enabling additional funding for critical infrastructure projects, educational initiatives, and essential public services.

As a part of this application, we have included the following:

- Written Narrative;
- Step Two Annexation Application;
- Legal Description (Exhibit 1);
- Boundary Survey (Exhibit 2);
- A Vesting Deed for the Property (Exhibit 3);
- Nearby Properties List (Exhibit 4);
- Neary Properties Map (Exhibit 5);
- Documentation of Annexation Methodology (Exhibit 6);
- Utility Verification (Exhibit 7);
- Compliance Statement (Exhibit 8);
- Authorization of Property Owner (Exhibit 9); and
- A Schematic Land Use (i.e., Concept) Plan (Exhibit 10)
- Campaign Disclosure (included in the Step Two Annexation Application).

We appreciate the opportunity to have this annexation request considered by the City and look forward to working with you on this matter.

Sincerely,

/s/ Daniel Fields

Daniel Fields

Step Two Annexation Narrative

Peachtree City, Georgia

Applicant:

RS Towson Holdings, LLC

Property:

11.387 acres on Deanwood Terrace
(Part of) Parcel # 0719 010

Narrative Submitted for Applicant by:

Steven L. Jones
Joshua Williams
Taylor English Duma LLP
1600 Parkwood Circle
Suite 200
Atlanta, GA 30339

I. INTRODUCTION

The Applicant respectfully requests the annexation by Peachtree City, Georgia (the “City”) of 11.387 acres (the “Property”) that was formerly part of Fayette County Tax Parcel No. (“TPN”) 0719010 and is located at the end of Deanwood Terrace. The Property was recently subdivided from TPN 0719010 which was a total of 79.54 acres prior to the subdivision. The Plat that recorded subdivision was approved by Fayette County and recorded on July 7, 2023.

II. ANNEXATION ANALYSIS

Written Narrative Elements

The City’s Step Two Annexation Application calls for analysis of the following items set out in bolded alphabetical headings with the Applicant’s response to each.

A. General description of the proposed development and how it relates to the City’s Comprehensive Plan and annexation policy.

Towson Village subdivision (the “Neighborhood”), is within the limits of the City of Peachtree City, Georgia (the “City”). The Application seeks to annex the Property into the City so that it can be developed with 20 residential lots as part of the Neighborhood. The Property, as proposed to be developed, is known as “Towson Place.” Currently, the Property is zoned MHP, Manufactured Home Park District (“MHP”) in unincorporated Fayette County (the “County”).

The Property is bordered to the north by the single-family development known as Towson which is in the Peachtree City limits. To the south and west, respectively, the Property is bordered by the Shiloh Mobile Home Park and the village center known as Lexington Village Center as noted in the City’s Comprehensive Plan. To the northeast, east, and southeast, the Property is bordered by agricultural, residential, and undeveloped properties in unincorporated Fayette County zoned A-R and R-70. The proposed use would be consistent in use and density with what has been approved for the Neighborhood and with the surrounding land uses. Furthermore, the land use would complement the Lexington Village Center as it would be a less intense use as compared to its current MHP zoning in the County.

B. How the development will minimize and mitigate impacts on the natural environment.

The Applicant has identified the sensitive areas including a stream and wetlands and will abide by local and statewide laws to protect these sensitive areas.

C. Provide proposed density and the projected population/ employment figures at build-out.

As shown on the concept plan submitted herewith, the proposed density of the Property/Towson Place would be substantially similar to the Neighborhood/Towson Village. The

project would add an additional 20 homes to the Neighborhood, with a projected population increase of 70 residents (3.5 residents per home). As the proposal is residential, there are no employment figures to be considered.

D. How the development will tie into the City's street network and multi-use path system.

The development will have access to the City's street network and multi-use path system via the infrastructure that has already been built out for the Neighborhood/Towson Village.

E. Analysis of how the proposed annexation will affect the City's tax base, public education system, public safety services, emergency medical services, transportation system, utilities, and recreational services.

The proposed annexation would provide additional property tax digest for the City. At an estimated 20 homes valued at an average of \$850,000, this would equate to an additional \$6,800,000 of net taxable value to the City. Given the location of the Property and proximity to City limits, the Property would likely be served by City emergency services. Furthermore, the Peachtree City Water and Sewer Authority owns and operates a pump station on the Property that was installed to serve this basin as it was further developed. A residential development would produce a return on the existing sewer investment in the form of tap and sewer fees.

Due to the only access being through Neighborhood/Towson Village, which is in the City limits already, the Property would more than likely be served by Peachtree City emergency services and the Property has PTCWSA sewer infrastructure readily available to serve the Property. Fayette County Water would serve the Property with water. The developer would install any infrastructure required and adequately bond improvements to limit the City's exposure to maintenance and repairs over the 2 years following installation. The Property would have access to the amenity that will be built as part of the Neighborhood/Towson Village.

Rezoning Factors Under Section 1304(d)

A. Whether the zoning proposal is in conformity with the policy and intent of the land use plan.

The area surrounding the property is a regional node with a variety and mixture of uses. If the requested proposal is granted, the development of the subject property will be consistent with the overall development theme of the surrounding area. Therefore, the proposal, if granted, will be consistent with the purpose and intent of the land use plan. The City's 2022 Comprehensive Plan (the "land use plan") sets out various policies, with which the proposal complies. Namely, the land use plan aims to (a) "protect the neighborhood character of single-family subdivision;" (b) "encourage housing options that accommodate gaining in place, working from home, and multi-generational families while protecting the residential character of established neighborhoods;" (c) "utilize step down residential density so that higher density is located within and next to Village Centers, then stepping down to medium density, and finally stepping down to

low density furthest from the village Center;” (d) “protect[ing] environmentally sensitive lands in permanently protected greenspaces;” (e) “protect[ing] the residential character of established neighborhoods;” and (f) “encourag[ing] alternative modes [of transportation] such as walking, bicycling, and low-speed cart.” (land use plan, pp. 19, 28, 39, 49-50). All of these policies under the land use plan are furthered by the proposed annexation.

B. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.

The adjacent and nearby properties are commercial buildings, undeveloped land, and residential neighborhoods. Furthermore, the land use would complement the Lexington Village Center as it would be a less intense use as compared to its current zoning in the County. As such, the proposal will permit a use that is suitable in view of the use and development of the adjacent and nearby property.

C. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.

The proposal will have no adverse effects on the use or usability of the adjacent or nearby properties. Additionally, the zoning proposal would be residential consistent with what has been approved in Towson and with the surrounding land uses.

D. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.

While the property may be used in accordance with the existing zoning, the current County zoning unreasonably limits the use of the property and creates a substantial burden to the applicant. If the County zoning is applied to the Property, application of the current County zoning would create a practical difficulty for applicant. Specifically, it would prevent the Applicant from developing the Property in an economically viable manner.

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

As noted above, the proposal will not result in an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

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

The properties’ unique shape, size, and topography are different than other properties in the same district. The 100-year flood line to the southwest of the property effectively creates a barrier of access. Therefore, the only viable access to the property is through the Towson Village,

making the annexation and zoning proposal the most viable option. Without the requested annexation and zoning proposal, the proposed use will not be viable and an economically viable use of the property will be impossible. While the property may be used in accordance with the existing regulations, the current zoning unreasonably limits the use of the property and creates a substantial burden to the applicant. In other words, it is not practical or feasible for the property to be used under the current zoning, as a mobile home park connected to Towson Village would not be feasible practically or financial and would hurt the character and of Towson Village and Lexington Village. Therefore, the County zoning ordinance as applied to the property creates a practical and unnecessary difficulty.

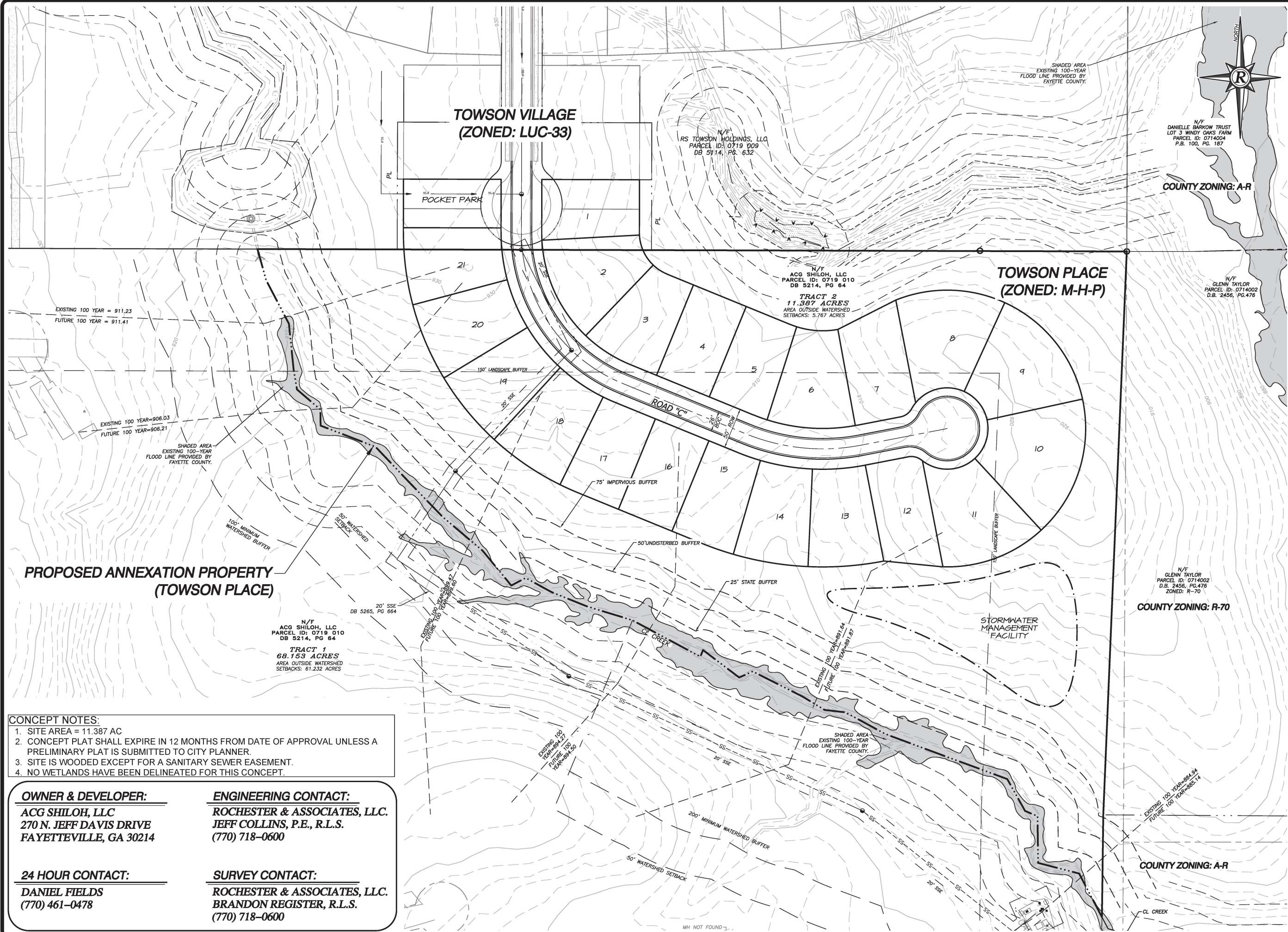
III. CONCLUSION

This annexation would support the City's goal to develop and redevelop land in the City based on the Village concept and the surrounding uses. This annexation would maximize the utilization of existing infrastructure and minimize service delivery impacts. For the foregoing reasons, the Applicant respectfully requests that Peachtree City approve the request to annex the Property by the Applicant. If there are any questions about this application, you may contact me at 1600 Parkwood Circle, Suite 200, Atlanta, Georgia 30339, sjones@taylorenghish.com, 678-426-4628.

Sincerely,

A handwritten signature in black ink, appearing to read "Steven L. Jones", with a stylized, flowing script.

Steven L. Jones



CONCEPT NOTES:

1. SITE AREA = 11.387 AC
2. CONCEPT PLAT SHALL EXPIRE IN 12 MONTHS FROM DATE OF APPROVAL UNLESS A PRELIMINARY PLAT IS SUBMITTED TO CITY PLANNER.
3. SITE IS WOODED EXCEPT FOR A SANITARY SEWER EASEMENT.
4. NO WETLANDS HAVE BEEN DELINEATED FOR THIS CONCEPT.

OWNER & DEVELOPER:

ACG SHILOH, LLC
270 N. JEFF DAVIS DRIVE
FAYETTEVILLE, GA 30214

ENGINEERING CONTACT:

ROCHESTER & ASSOCIATES, LLC.
JEFF COLLINS, P.E., R.L.S.
(770) 718-0600

24 HOUR CONTACT:

DANIEL FIELDS
(770) 461-0478

SURVEY CONTACT:

ROCHESTER & ASSOCIATES, LLC.
BRANDON REGISTER, R.L.S.
(770) 718-0600

Rochester **RCAM**

Rochester & Associates, LLC
425 Oak St NW, Gainesville, GA 30501
770.718.0600 p | www.rochester-assoc.com

CONCEPT PLAN

TOWSON PLACE
SHILOH

LAND LOT 69
7TH DISTRICT
FAYETTE COUNTY, GEORGIA

NO.		DATE	DESCRIPTION

ANY CHANGES OR ALTERATIONS MADE TO THIS CONCEPT PLAN SHALL BE THE RESPONSIBILITY OF THE CLIENT. THE WRITTEN APPROVAL OF ROCHESTER & ASSOCIATES, LLC, Voids THE SEAL SHOWN HEREON. ANY CHANGES TO THE ORIGINAL DRAWINGS OF THIS PROJECT MUST BE KEPT ON FILE FOR VERIFICATION OF ANY CHANGES.

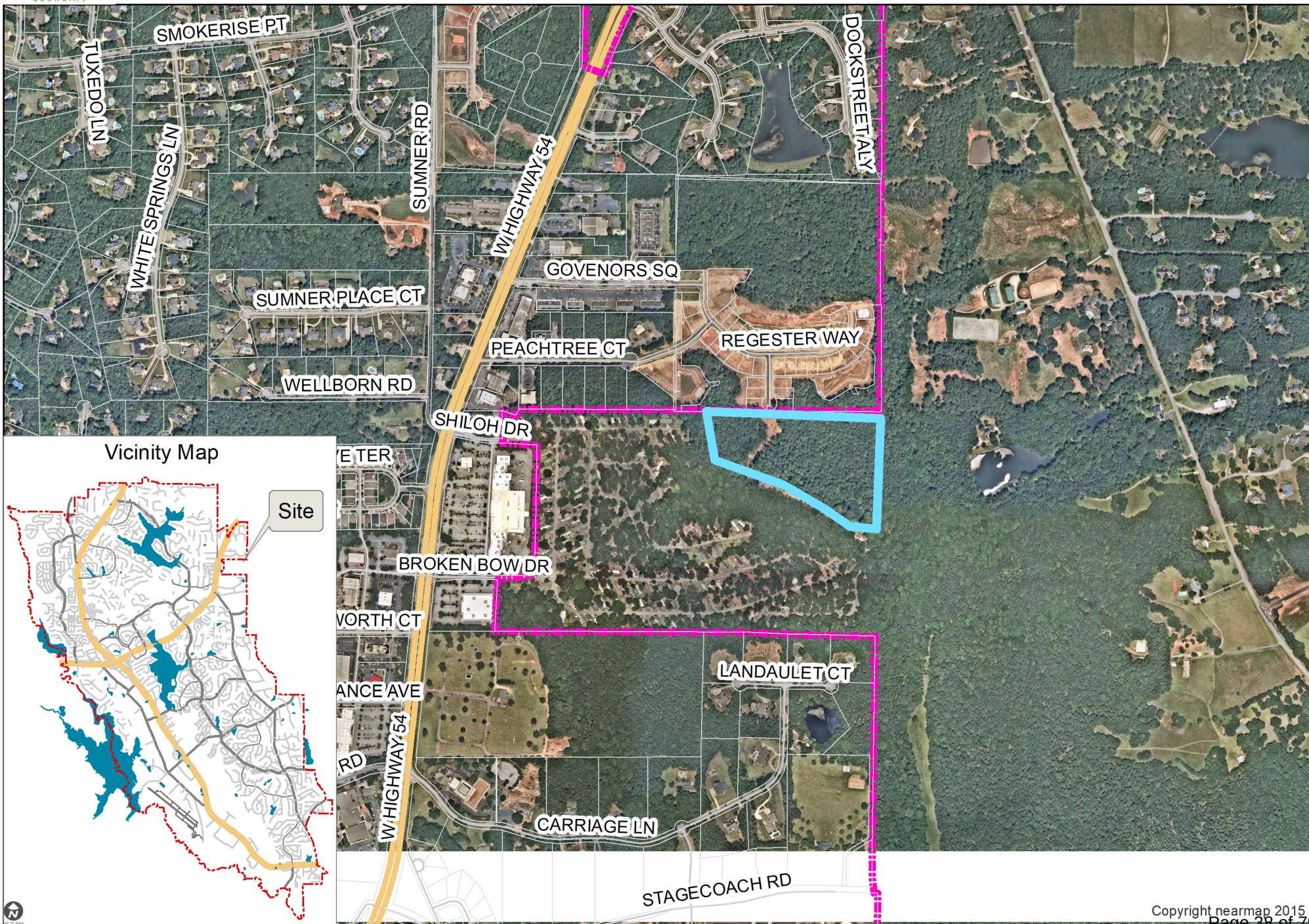
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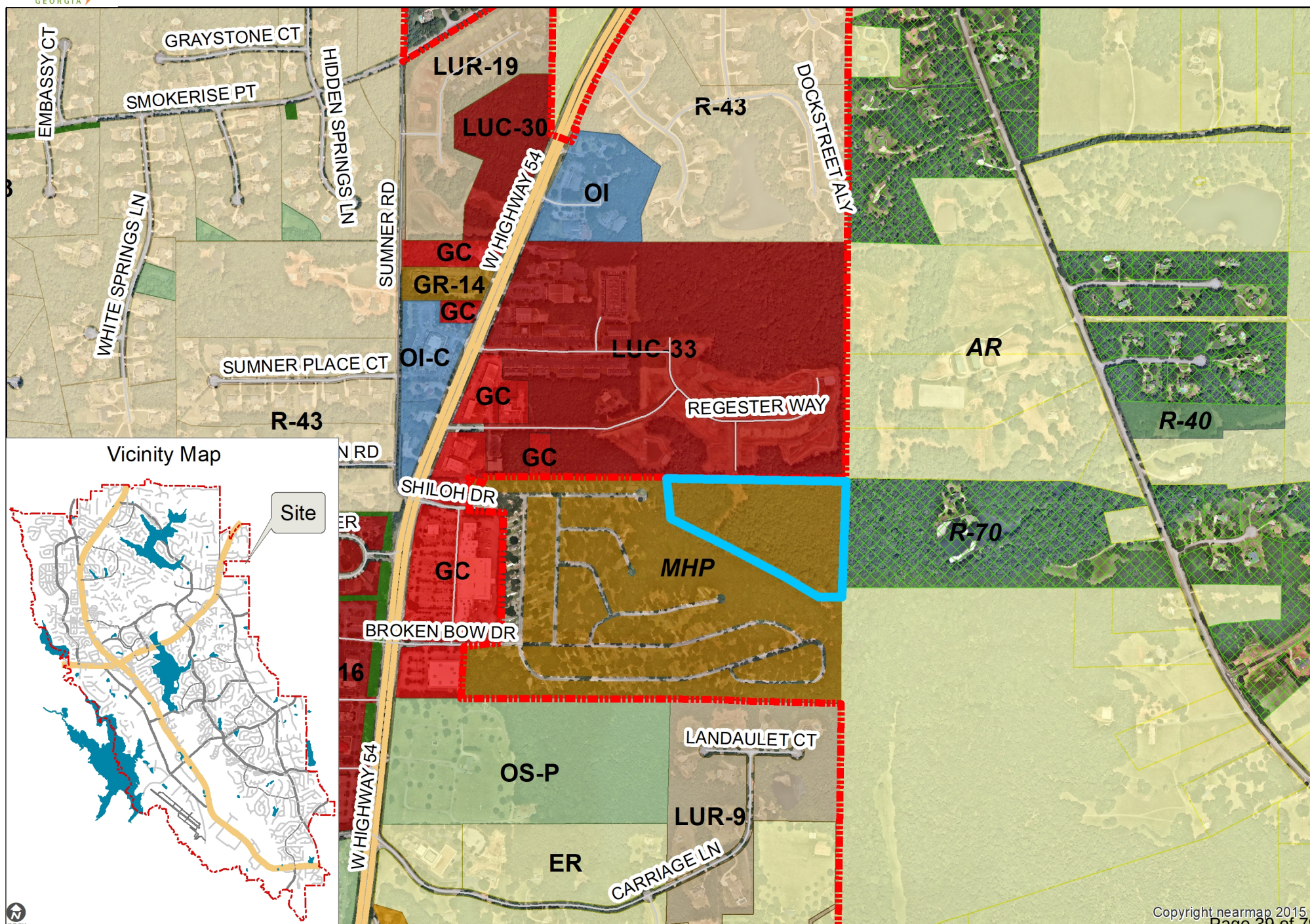
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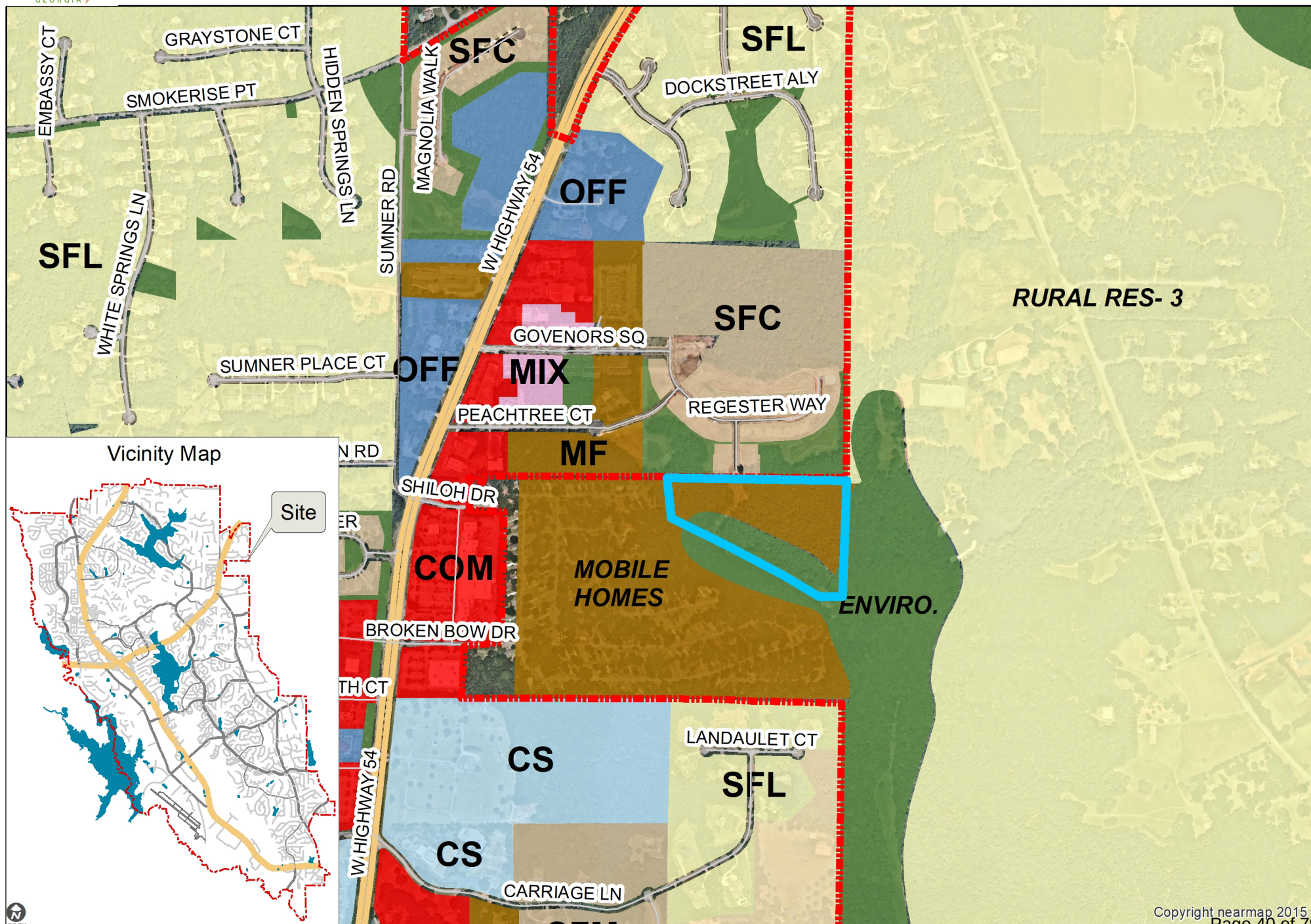
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DATE: 8/11/2023
SCALE: 1" = 50'
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DWG NO.: CNCP.dwg







CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Robert Curnow, City Manager

FROM: Robin Cailloux, Planning Director 11/10/2023
Justin Strickland, Assistant City Manager 11/10/2023
Robert Curnow, City Manager 11/10/2023

DATE: November 16, 2023

SUBJECT: 11-23-06 Zoning text amendment to create a Short Term Rental permit and approval process

Recommendation:

Discussion:

At the request of City Council, staff drafted an ordinance to regulate short term rental (STR) properties within Peachtree City. Drafts of the ordinance have been presented to the Council on May 2, June 6, and August 1. The draft was then forwarded to the Planning Commission for public hearings held on September 25 and a workshop on October 9 where they recommended approval of the ordinance with the following changes:

1. Increase application and renewal fees to \$500. (Approved unanimously).
2. Tier fines so that the first fine is \$500, the second is \$750, and the third is \$1,000. (vote 4-1 with Commissioner Reeves preferring all fines to stay at \$1,000).
3. Increase the minimum age of the local contact agent to 25. (Vote 4-1 with one commissioner believing that the age should be lowered to 18).
4. Change the requirement of the local contact agent to be located within 20 miles of Peachtree City or 1 hour travel time. (Approved unanimously).
5. Reduce the notification radius from 500 feet to 200 feet. (Vote 3-2 with Commissioner Reeves wanting the radius to stay at 500 feet and Commissioner Hamner wanting the notification requirement eliminated altogether).
6. Require an Occupational Tax Certificate for every Short Term Rental. (Approved unanimously).
7. Continue to require the background check. (Vote 4-1 with Commissioner Hamner wanting the requirement removed).

The draft of the ordinance attached to this memo and presented at this public hearing is the draft presented to the Planning Commission without their recommended changes.

Should Council accept these recommendations from the Planning Commission, the motion should be stated so that the approval includes these recommendations.

Budget Impact:

Potential impacts include revenues generated by new permit; cost for a third party contractor to track online rental platforms; and staff time to inspect properties, administer the new program, and enforce the ordinance.

Attachments:

1. Proposed Ordinance for STR

DRAFT Sec. 917 – SHORT TERM RENTAL

Sec. 917.1. Purpose

- (a) The purpose of this section is to protect the public health, safety, and general welfare of individuals and the community at large; to monitor and provide reasonable means for citizens to mitigate impacts created by occupancy of short-term rental units; and to implement rationally based, reasonably tailored regulations to protect the integrity and character of neighborhoods in which short term rental use occurs.
- (b) This section is not intended to regulate hotels, motels, inns, or bed and breakfast establishments.

Sec. 917.2 Zoning districts.

Short term rentals are permitted in all residential zoning districts and zoning districts where residential uses are permitted.

Sec. 917.3 Applicability.

- (a) It shall be unlawful for any owner of any property within the City of Peachtree City to rent or operate a short term rental of residential property contrary to the procedures and regulations established in this section, other provisions of this Code, or any applicable state law.
- (b) The restrictions and obligations contained in this section shall apply to short term rentals at all times during which such residential properties are marketed and used as short term rentals.
- (c) The allowance of short term rentals pursuant to this section shall not prevent enforcement of additional restrictions that may be contained in restrictive covenants or other private contractual agreements or arrangements.

Sec. 917.4. Definitions.

The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bedroom shall mean an attached room which is intended, arranged, or designed to be occupied by one or more persons primarily for sleeping purposes.

City shall mean Peachtree City, Georgia.

Garbage shall mean and include all waste and accumulation of animal, fruit, or vegetable matter that attends or results from the preparation, use, handling, cooking, serving or storage of meats, fish, fowl, fruit, vegetable matter of any nature whatsoever, which is subject to decay, putrefaction, and the generation of noxious and offensive gases and odors, or which may serve as breeding or feeding materials for flies and or germ-carrying insects. Garbage, for the purposes of this Section, shall also include recyclable materials and rubbish, as defined in the Peachtree City Code of Ordinances Chapter 42

Guest shall mean anyone who has a home address somewhere other than where he or she is spending the night and other than where he or she pays a fee for accommodations.

Innkeeper shall mean any person who is furnishing for value to the public any room(s), lodging, or accommodations.

Local contact person shall mean a person, firm or agency representing an owner or owners of a short term rental who has access and authority to assume operational management of the short term rental and take remedial measures.

Noise regulations shall mean those regulations contained in the Official Code of Peachtree City, Georgia, Chapter 42 Article VI- Noise Control.

Occupancy, transient, shall mean occupancy or use by a paying guest or tenant for a period of not more than 30 consecutive days or by the offering or advertising of a residence as being available in whole or in part to be used for such occupancy. Such occupancy is characteristic of short term rentals or other establishments, by whatever name called.

Operator shall mean any person operating a short term rental (as defined in this section) in Peachtree City, including but not limited to the owner or proprietor of the premises, lessee, lender in possession, or any other person otherwise operating a short term rental.

Owner shall mean a person or entity that holds legal and or equitable title to private property.

Premises shall mean and include all physical buildings, appurtenances, parking lots, and all property owned and/or used by and for the short term rental.

Private shall mean intended for or restricted to the occupants and or guests of the short term rental; not for public use.

Rental term shall mean the period of time a person rents or leases a short term rental.

Short term rental shall mean any residential property, facility, or structure used for transient occupancy providing overnight lodging and accommodations for not more than 30 consecutive days.

Special event or private function shall mean an organized activity for profit or non-profit having as its purpose entertainment, recreation and or education, including but not limited to a festival, party, reception, celebration or assembly.

Sec. 917.5. Permit required.

- (a) Every person engaging in or about to engage in business as an operator of a short term rental shall immediately apply for a permit and obtain approval for the business with the Planning and Development department on the forms provided by the same for such business. Persons engaged in such business must apply for a permit no later than 30 days after this section becomes effective; but such grace period for registration after the effective date of this section shall not relieve any person from the obligation of payment or collection of such permit fee on and after the date of imposition thereof. The required permit hereunder shall set forth the name under which the operator transacts business, and other such information as would be required by the Planning and Development department. The permit application shall be signed by the owner if a natural person, by a member or partner in case of ownership by partnership, an officer in the case of corporation, or an agent acting on behalf of the property owner.
- (b) A separate permit will be required for each individual location of a short term rental.
- (c) The total number of short term rental permits in Peachtree City is limited to no more than 1.5% of total number of housing units as reported by the Fayette County Tax Assessor's Office annually. In the event that housing units decrease to a level lower than allowed previously, all existing permits will be grandfathered for renewal purposes, but new licenses will not be issued.

Sec. 917.6. Local contact person, and responsible person.

Each owner of a short term rental shall designate a local contact person who has access and authority to assume operational management of the short term rental and take remedial measures or repairs while the short term rental is being rented to an occupant and/or guest. An owner of a short term rental may designate herself or himself as the local contact person.

- (a) The local contact person shall be at least 21 years of age.
- (b) There shall only be one designated local contact person for a short term rental at any given time.
- (c) The local contact person shall be required to respond to the location of the short term rental 24 hours a day, seven days a week, and within one hour after being notified by the City of the existence of a violation of this

section or any other provision of the Peachtree City Code of Ordinances, or any disturbance or complaint requiring immediate remedy or abatement regarding the condition, operation, or conduct of occupants of the short term rental.

- (d) An owner may retain a managing agent, managing agency, operator, or representative to serve as the local contact person to comply with the requirements of this section, including, without limitation, the licensing of the short term rental, the management of the short term rental, and the compliance with the conditions of the license. Any such managing agent must be licensed under the laws of the State of Georgia.
- (e) The owner of the short term rental is responsible for compliance with the provisions of this section and the failure of the local contact person to comply with this section shall be deemed noncompliance by the owner.
- (f) The owner must immediately notify the Planning and Development department in writing upon a change of local contact person or the local contact person's telephone number. This notification will be on forms prescribed by the City. The new, revised contact name and phone number must be posted in the guest areas of the short term rental within ten days of any change of local contact person information and before occupants can rent the short term rental; and updated notices mailed out to all residential neighbors within 500 feet of the short term rental property lines.

Sec. 917.6. Application for permit.

- (a) Each person seeking to obtain a permit to operate a short term rental shall submit an application to the Planning and Development department on a form provided by the same. Said application shall include:
 - (1) A statement that each applicant is a citizen or legal resident of the United States;
 - (2) Address, phone number and email address of each applicant;
 - (3) The address of the short term rental;
 - (4) Consent by each applicant to undergo a criminal background check;
 - (5) A copy of a deed showing the applicant to be the owner of the premises for which the permit is sought or a copy of a lease showing any interest the owner of the premises has in the short term rental for which the permit is sought;
 - (6) A copy of the passed inspection report or other similar approval from the Peachtree City Fire Marshal or his designee;
 - (7) A copy of the passed inspection report or other similar approval from the Peachtree City Building Official or his designee;
 - (8) All other state and local permits pertaining to the operation of short term rentals, including approvals, as applicable, or as determined by the Director of Planning and Development.
 - (9) Copy of the guest occupancy agreement as required by O.C.G.A. § 43-21-3.2. This agreement shall contain at a minimum notices to the occupants regarding the City's noise ordinance, parking requirements, special event prohibition, garbage requirements, prohibition on sub-leasing, and notice that failure to vacate the premises for violating the agreement will be considered trespassing and thus subject to criminal prosecution;
 - (10) An affidavit swearing to using a platform that complies with state laws and collection of appropriate sales and lodging taxes;
 - (11) The name, address, telephone number and email address of the local contact person; and
 - (12) Any other information as may be required by the Planning and Development department.
- (b) All applications for a permit to operate a short term rental shall be accompanied by the payment of applicable fees as set in a schedule of fees adopted by the City Council and amended time to time.

Sec. 917.7. Issuance of permit.

- (a) Upon determining that an application is complete, applicable fees are paid, and all the standards of this section are satisfied, the Planning and Development department shall issue the appropriate permit for the calendar year in which approval was granted.
- (b) No permit shall be issued for any short term rental where any individual having interest either as an operator, owner, partner, principal stockholder, or licensee, whether such interest is direct or indirect, or beneficial or absolute, has been convicted or has taken a plea of nolo contendere within five years for a felony or any crime involving moral turpitude, or has been convicted or has taken a plea of nolo contendere within two years for any misdemeanor of any state or of the United States or any municipal or county ordinance which would have any effect on the applicant's ability to properly conduct such business, except traffic offenses. The term "conviction" as used in this section shall include adjudication of guilty plea, plea of nolo contendere or forfeiture of a bond when charged with a crime.
- (c) Upon the issuance of a new short term rental permit, or an updated local contact person, the City shall mail a notice to all residential properties within 500 feet of the property line of the short term rental notifying them of the short term rental permit and providing information regarding how to lodge complaints regarding the short term rental, if any.

Sec. 917.8. Annual renewal of permit and abandonment of permit.

- (a) All permits issued pursuant to this article are annual permits that run 365 days from the issuance of the permit, from January 1 to December 31 of each year. Holders of existing permits in good standing shall apply to the Planning and Development department for renewal ~~for the next calendar year~~ by filing a renewal application in proper form and tendering the required fees. Renewal applications shall be accompanied by compliance documentation for payment of excise taxes and sales taxes, along with re-inspection approvals from the Peachtree City Fire Marshal, and other documents as required by the Planning and Development department.
- (b) A penalty fee, as adopted by City Council, shall be assessed to all late annual renewal permit fee payments received 30 days or more after the expiration of the previously issued permit for the property after January 31.

Sec. 917.9. Transfer of permits.

Permits are issued to the applicant and do not carry with the land or premises. No permit issued pursuant to this article shall be transferred from one person to another. Any violation of this section shall constitute due cause for probation, suspension, or revocation of the permit.

Sec. 917.10. Revocation of permit.

- (a) Any permit issued pursuant to this article may be revoked by the City, after notice and hearing, for any of the following causes:
 - (1) Any fraud, misrepresentation or false statement contained in the application for the permit;
 - (2) Any fraud, misrepresentation or false statement made in connection with any transaction;
 - (3) Any violation of this article; or
 - (4) The conducting of the business permitted under this article in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health safety or general welfare of the public.
- (b) Whenever, in the opinion of the city manager or designee, there is cause to revoke said permit, a notice of hearing for the revocation of a permit issued pursuant to this article shall be given in writing, setting forth specifically the grounds of the complaint and the time and place of the hearing.

- (1) The notice shall be served on the holder of the permit by handing the same personally to the person operating the permitted business, or by mailing the same, postage prepaid, to the holder of the permit at her or his last known address at least five days prior to the date set out for the hearing.
- (2) The giving of such notice shall suspend the permit pending the outcome of the hearing, and any business conducted under the permit shall cease during said period of suspension.
- (3) After the hearing, the city manager may make a decision concerning the revocation of said permit. If the decision is adverse to the permit holder, he/she may appeal such decision within ten days to a court of competent jurisdiction via a writ of certiorari.
- (4) Any owner who has his or her permit revoked shall be disqualified from reapplying for such permit for 24 months immediately following revocation.
- (5) Revocation of said permit shall automatically revoke the entity's occupation tax license.

Sec. 917.11. Accommodation standards.

- (a) All structures used for short term rentals shall satisfy the National Fire Protection Association and International Fire codes, as adopted and amended by the Georgia Department of Community Affairs, and the City of Peachtree City Code of Ordinances chapter 38.
- (b) All swimming pools, spas, and hot tubs shall comply with the International Swimming Pool and Spa Code as adopted and amended by the Georgia Department of Community Affairs and the City of Peachtree City Code of Ordinances Chapter 18, as it applies to barriers and floatation devises.
- (c) No exterior alterations may be made to a residence to indicate that it is being used as a short term rental. House numbers shall be visible from the public street at all times.
- (d) No advertising shall be visible from the street or from adjoining properties.
- (e) No detached structures, guest houses, or recreational vehicles or trailers shall be used as a short term rental.
- (f) Only a bedroom as defined herein shall be used for overnight sleeping quarters.
 - (1) Every bedroom occupied by one person shall contain at least 70 square feet of floor area, and every bedroom occupied by more than one person shall contain at least 50 square feet of floor area for each occupant thereof.
 - (2) Except where there is only one bedroom, bedrooms shall not constitute the only means of access to other bedrooms or habitable spaces and shall not serve as the only means of egress from other habitable spaces.
 - (3) Every bedroom shall have access to at least one water closet and one lavatory without passing through another bedroom.
 - (4) Every bedroom shall have at least six (6) square feet of floor to ceiling heated closet space, and for each permissible occupant over two, there shall be an additional of four (4) square feet in the above described closet; however, if such space is lacking, an amount of space equal in square footage to the deficiency shall be subtracted from the area of the bedroom space used in determining permissible occupancy.
 - (5) No space located totally or partially below grade shall be used as a bedroom unless the total openable window area for allowing the entrance of outside light is equal to at least five (5) square feet and there are no pipes, ducts, or other obstructions less than six feet eight inches from the floor level which interfere with the normal use of the room or area.
- (g) No more than three guests shall be allowed per bedroom. The number of bedrooms shall be confirmed by the on-site inspection by a representative of the City, and a maximum overnight sleeping occupancy shall be established for the permit.

- (h) Parking associated with the short term rental and premises must be in an off-street location and in accordance with the city's parking ordinance.
- (i) Garbage, rubbish, and recycling shall be only stored in lidded receptacles. Such receptacles shall be stored in a location appropriately screened from view by a public street. For purposes of this Section, a garbage or recycling container shall not be placed at curbside before 7:00 p.m. of the day prior to solid waste pickup, and the container shall be removed from curbside before 7:00 p.m. of the day of pickup.
- (j) Short term rental premises must be maintained in compliance with standards contained within the Peachtree City Code of Ordinances.

Sec. 917.12. Operating standards.

- (a) Each operator of a short term rental is required to keep a guest registry. Each guest shall register on the date of their arrival, stating their names, current residence address, and description and license plate number of the vehicle they are using. Each operator of a short term rental shall keep for a period of at least three years the above-described register, along with all records, receipts, invoices and other pertinent papers setting forth rental charged for each occupancy, the date or dates of occupancy, and such other information as required by the Planning and Development department. Said records shall be made available for examination by the City, the Fayette County Board of Health, or any authorized law enforcement agency upon operator or owner of such short-term rental being presented with a warrant to provided such information, or immediately upon exigent circumstances.
- (b) Operators of short term rentals shall not be permitted to serve food to guests for sale or otherwise and no food preparation, except beverages, is permitted within individual bedrooms.
- (c) The permit number shall be included on all advertisements for the short term rental.
- (d) Special events or private functions are not permitted at short term rentals. For the purposes of defining a special event, in addition to the definition contained herein, no more than 2 times the number of maximum overnight sleeping occupancy shall be permitted on the premises at any time.
- (e) The operator shall not permit any occupant to sublet the premises and shall notify occupants of this prohibition in the guest occupancy agreement as required by O.C.G.A. § 43-21-3.2.

Sec. 917.15. Display of permit and notifications.

- (a) Every holder of a permit issued pursuant to this article shall keep such permit conspicuously displayed at all places where such business is conducted.
- (b) Each short term rental shall post a legible notification, clearly visible to all guests containing the following information:
 - (1) The name and contact information of the owner/local contact person and the telephone number at which that party may be reached on a 24-hour basis.
 - (2) The maximum number of overnight occupants permitted posted on the form as provided by the City.
 - (3) Notification that an occupant may be cited and fined for creating a disturbance or for violation this code section or any other sections of the Code of Peachtree City.
 - (4) Notification that the short term rental location cannot be utilized for special events, parties, or private functions as defined herein.
 - (5) Notification that all parking associated with the short term rental must be located on the property only on designated hard surfaced areas and not on any public or private roads at any time.

Sec. 917.16. Complaints

Complaints about the property may result in a notice of the violation being directed to the local contact person. The local contact person shall be responsible for contacting the responsible guests and/or occupants to correct the problem within one hour. This local contact person is required to visit the property to confirm compliance with this chapter, unless compliance can reasonably be confirmed without visiting the property. It is not intended that an owner or local contact person act as a peace officer or place himself or herself in an at-risk situation.

Sec. 917.17. Violations and penalties.

- (a) The following conduct shall constitute a violation for which the penalties specified herein of this section may be imposed, or the short term rental permit revoked:
 - (1) The owner or local contact person has violated any of the provisions of this chapter; or
 - (2) The owner or local contact person has violated any zoning, building, health or life safety provision; or
 - (3) Each day the short term rental is marketed or rented for overnight accommodation shall constitute a separate violation.
 - (4) Failure of the owner or local contact person to respond to calls or complaints regarding the condition, operation, or conduct of occupants and/or guests of the short term rental in a timely and appropriate manner as specified herein shall be grounds for imposition of penalties as set forth in this section.
 - (5) Three or more separate complaints received from at least two different property owners or occupants within any six-month period for the same short term rental property.
- (b) Any violation of the provisions of this section by occupants and/or guests of the short term rental shall be enforced pursuant to this section, and any other applicable Code sections. Enforcement actions may be brought against occupants and/or guests of a short term rental for violations of this section and any other provision of this Code notwithstanding that this section may also make the owner or local contact person of the short term rental responsible for the conduct constituting the violation. The penalties for violations shall be as follows:
 - (1) For the first violation within any 12-month period, the penalty shall be a citation and a fine not to exceed \$1,000.00;
 - (2) For a second violation within any 12-month period, the penalty shall be a citation and a fine not to exceed \$1,000.00;
 - (3) For a third violation within any 12-month period, the penalty shall be a citation, a fine not to exceed \$1,000.00, the revocation of the short term rental permit for a period of 24 months, and the owner or local contact person shall not be eligible to reapply for a short term rental on the property in violation for a period of 24 months from the date of revocation.
- (c) If non-compliance with provisions of this section occurs, the Planning and Development department or law officer of the City shall conduct an investigation whenever there is reason to believe that an owner and/or local contact person has failed to comply with the provisions of this chapter. The investigation may include an inspection of the premises, review of law enforcement/security reports, online searches, citations, or neighbor documentation consisting of photos, sound recordings and video all of which may constitute evidence of a violation.
- (d) The Planning and Development department, Code Enforcement officer of the City, and the Peachtree City Police Department are hereby authorized and directed to establish such procedures, which may from time to time be required to carry out the purpose and intent of this chapter. The Peachtree City Police Chief or her or his designee or Code Enforcement shall also have authority to enforce this chapter.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Robert Curnow, City Manager

FROM:

Cathy Wilder, Recreation	11/9/2023
Quinn Bledsoe, Recreation & Special Events Director	11/9/2023
Kelly Bush, Assistant Finance Director	11/10/2023
Paul Salvatore, Finance Director	11/10/2023
Justin Strickland, Assistant City Manager	11/10/2023
Robert Curnow, City Manager	11/10/2023

DATE: November 16, 2023

SUBJECT: 11-23-07 Peachtree City Tennis Center Operations

Recommendation:

Approve staff recommendation for the transition of Tennis Center Management .

Discussion:

On November 6, 2023, the City received notification from Sequoia Tennis Management, LLC of their intent to not renew the Peachtree City Tennis Center Operations agreement for the 2024 calendar year. The original tennis center management agreement was executed in June 2009, with an annual renewal for up to 15 terms. The agreement was set to expire at the end of calendar year 2024. The agreement also allows either party to terminate the agreement with notification at least 30 days prior to the auto-renewal date in January.

City staff will be giving their recommendation to City Council on how to proceed with the operations of the Peachtree City Tennis Center. Staff recommends that City Council take action immediately so staff will have the adequate resources and time to implement the transition.

Budget Impact:

Attachments:

1. Notice of Non-renewal - Peachtree City Tennis Center
2. Tennis Center Management Agreement
3. Authorized Positions-FY2024 - Racquet Sport Facility
4. Racquet Center Budget Amendment

SEQUOIA TENNIS MANAGEMENT LLC

November 6, 2023

Via Email (rcurnow@peachtree-city.org)

City of Peachtree City
151 Willowbend Road
Peachtree City, GA 30269
Attn: Robert Curnow, City Manager

Re: Notice of Non-Renewal of Tennis Center Operations Agreement

Dear Mr. Curnow:

Following up on the recent conversation between Jonathan Fralick, Vice President of Racquet Sports at Invited, and Mayor Kim Learnard, this letter will confirm that SEQUOIA TENNIS MANAGEMENT LLC has elected not to renew for the 2024 calendar year that certain Tennis Center Operations Agreement (the "Operations Agreement") dated June 24, 2009 by and between THE CITY OF PEACHTREE CITY (the "City") and SEQUOIA TENNIS MANAGEMENT LLC ("Manager"). Accordingly, the Operations Agreement will terminate at the end of the day on December 31, 2023.

We look forward to working with you and the City in the coming weeks to ensure a smooth transition of the facility.

Sincerely,



Stephen Camp
Vice President and Senior Counsel,
Sequoia Golf Tennis Management LLC

cc: Jonathan Fralick

TENNIS CENTER OPERATIONS AGREEMENT

THIS AGREEMENT ("Agreement") is made as of this 18th day of June, 2009 (the "Execution Date"), with an effective date of July 1, 2009 ("Effective Date"), by and among The City of Peachtree City (hereinafter referred to as "City"), SEQUOIA TENNIS MANAGEMENT LLC, a Georgia limited liability company (hereinafter referred to as "Manager").

WITNESSETH:

WHEREAS, City owns a tennis facility located in the State of Georgia and the associated business operations commonly known as the Peachtree City Tennis Center (hereinafter referred to as the "PCTC"); and

WHEREAS, Manager is experienced in maintaining and managing operations at tennis center properties; and

WHEREAS, City desires to avail itself of the expertise, advice, assistance and other abilities of Manager for the management of the PCTC.

NOW, THEREFORE, for good and valuable consideration, including the covenants herein contained and to be performed by City and Manager, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1

APPOINTMENT OF MANAGER; OBJECTIVES

1.1 Appointment of Manager. Subject to the terms of this Agreement, City hereby retains and appoints Manager as City's exclusive agent for the purpose of managing and operating the PCTC (and for purposes of this Agreement, "managing and operating the PCTC" shall be deemed to include supervising, directing and controlling the management, maintenance, repair, marketing and operation of the PCTC and supervising all improvements to the PCTC that are authorized by City). Subject to the provisions of this Agreement, Manager, as City's agent, shall have the authority and be responsible for all facets relating to the management of the operation of the PCTC. Manager hereby accepts such appointment upon and subject to the terms, conditions and restrictions herein contained and agrees to perform, as City's agent, all of the services set forth in this Agreement. Regardless of any other language contained in this Agreement, it is expressly understood and agreed that, pursuant to this Agreement, Manager shall be an independent contractor, managing and operating the PCTC on City's behalf and this Agreement shall not create any employer-employee, joint venture, or partnership relationship, either express or implied, between Manager (or any person employed by Manager) and City.

1.2 Objectives of the Parties. City and Manager acknowledge and agree that their joint and principal objectives are to protect and maintain the facilities of the PCTC, to properly supervise and manage the daily operations of the PCTC, to provide full and accurate accounting

for the financial affairs of the PCTC, and to operate the PCTC in the best interest of the PCTC, Manager and City.

1.3 "PCTC" defined. City and Manager agree that as the term "PCTC" is used herein, such term shall include all courts, buildings, facilities, or structures located at the Peachtree City Tennis Center, less and except the building which currently is used by the Peachtree City Tourism Association, Inc. for a Visitor's Center. City and Manager further agree that any and all parking lots or restrooms located at the PCTC may be used by both Manager in its operation of the PCTC and by the City or the Peachtree City Tourism Association, Inc. for the operation of the Peachtree City Visitor's Center

SECTION 2

OPERATIONS & RESPONSIBILITY FOR OPERATING EXPENSES

2.1 Operations. Manager shall be responsible for conducting the day to day operations and management of the PCTC. Manager shall use the PCTC for the operation of a public tennis center and other activities customarily associated with or incidental to the operation of a tennis facility, including, without limitation, scheduling and management of the pro shop, restaurant facilities, as well as the provision for tennis instruction, public play, tournament play, marketing of such services, and provide a combination of private and public uses. Programs shall incorporate public and resident use of tennis courts, restaurant and other pertinent services, including senior citizens and school team use of courts. Additional services and amenities may include spa, fitness, daycare, banquets, weddings and other functions or events that are free of conflicts with respect to the objectives of the parties set forth in Section 1.2 above.

2.2 Manager's Right to Control Business Operations. Manager, in consultation with the City, shall have the authority to operate and manage the PCTC, including without limitation the right to (a) implement all policies and procedures and to perform any act necessary for the operation and management of the PCTC; (b) determine all fees, membership dues, and all other charges associated with the operation of the PCTC, and establish all membership programs, rules and regulations; (c) determine all personnel requirements, recruitment schedules and compensation levels and shall employ, train, promote, discharge and supervise all personnel performing services in and about the PCTC; (d) purchase and/or lease all furnishings, equipment, and operating supplies which Manager deems necessary or desirable for the operation of the PCTC; (f) establish accounting, cash collection and payroll procedures at the PCTC; (g) establish advertising, sales and promotion plans with respect to the PCTC and (h) use, operate and maintain the website www.tenniscenter.net, provided, however, that the City shall maintain ownership of such website.. Manager and City shall work together in good faith to ensure that Manager's operations are fair and free of conflicts with respect to the objectives of the parties set forth in Section 1.2 above.;;

2.3 Operating Responsibilities. Upon commencing operations at PCTC, Manager shall have the specific operating responsibilities as listed on Schedule 2.3 hereto.

2.4 Capital Improvements and Repairs: The City shall be responsible for remedial capital improvements as mutually agreed upon by City and Manager. These items include but are

not limited to court resurfacing, parking lot upkeep, structural maintenance (roofs, fencing, etc.), and any other capital improvement that does not qualify as a Major Capital Improvement as defined in this Section 2.4. Manager will recommend capital improvements and repairs as necessary to support Manager's operation of the PCTC, and shall submit a list of capital improvements and repair items for inclusion in the City's annual budget not later than April 30th of each year. Manager will provide as much detail as possible, including preliminary cost estimates, with respect to each recommendation. Manager understands that City's funding of remedial capital improvements is subject to availability of funding by City. City hereby agrees that any failure by the City to fund capital improvements that have been approved by City Council and Manager shall be a default by City hereunder and Manager shall have the right, but not the obligation, to cure such default by funding capital improvements on behalf of City. In addition to Manager's remedies under Section 7.2, expenditures made by Manager to cure such default may also be applied toward the payment of City Fees (as defined in Section 10.1). The parties understand that Major Capital Improvements (as defined below) will be treated separately and will not be funded by City. For purposes hereof, "Major Capital Improvements" shall generally include any permanent and material addition, upgrade, renovation, remodel, expansion, alternation or modification to the PCTC with an estimated cost in excess of \$100,000. All Major Capital Improvements shall be undertaken by Manager at Manager's sole cost and expense and are subject to City's advance written approval by the City Council and an amendment to this Agreement signed by City and Manager. Said amendment shall include information on the economic benefits of the project and a depreciation schedule for the Major Capital Improvements. In addition, the amendment shall stipulate that Manager shall be reimbursed by City an amount equal to the undepreciated value of the Major Capital Improvements funded by Manager if this Agreement expires or is otherwise terminated for any reason other than a default by Manager. Both City and the Manager agree to work in good faith to execute these amendments. All such Major Capital Improvements undertaken by Manager shall, upon completion, become property of the City.

2.5 Operating Expenses: Manager is responsible for all operating expenses of the PCTC. Manager, shall deposit all PCTC revenues into the PCTC Accounts (as defined in Section 3.2 below), and Manager shall have authority to draw upon the funds in the PCTC Accounts to cover operating expenses. In the event that funds in the PCTC Accounts are not sufficient to cover operating expenses, Manager shall deposit additional funds into the PCTC Accounts in accordance with Section 5.2 hereof, in order to insure that sufficient funds are available to meet the operational requirements of the PCTC.

SECTION 3

DUTIES AND RESPONSIBILITIES

3.1 Duties and Responsibilities of Manager. Except as expressly set forth herein, Manager shall be responsible for the management, operation, organization, administration and maintenance of the PCTC. Manager shall have the authority and responsibility to exclusively operate and manage the PCTC and manage City-approved capital improvements and Major Capital Improvements in such manner as it, in its professional discretion, deems most likely to accomplish the objectives set forth in this Agreement; provided, however, that any Major Capital

Improvements that are to be paid for by the City must comply with all requirements of Georgia Law with respect to Public Works Projects. The responsibilities of Manager under this Agreement may include, without limiting the generality of the foregoing, the following:

- 3.1.1 Provide accounting, financial management and financial reporting services and support for the PCTC.
- 3.1.2 Employ all personnel required for the operation and maintenance of the PCTC.
- 3.1.3 Collect all gross operating revenues derived from the operation the PCTC and pay all of the PCTC's operating expenses, including rental fees to the City authorized under this Agreement, from these revenues.
- 3.1.4 Develop and implement quality control programs, customer service standards, operating policies and procedures, and other guidelines for the operation of the PCTC.
- 3.1.5 Enter into service contracts and vendor agreements as necessary to support the operation and maintenance of the PCTC. Such agreements may include, but may not necessarily be limited to: janitorial services, waste collection and disposal services, linen or uniform services, pro shop facilities, food and beverage services, pest control services and the like. Manager shall also be responsible for the cost of all utilities including electric, gas, water, sewer, telephone, internet, and other data and communications connections; provided, however, that City shall pay the utility charges of the Visitor's Center located at the PCTC. It is recognized and accepted by Manager and City that the electric meter located at the Visitors Center also provides electricity for the Locker Room located at the PCTC. The City will be responsible for all electricity charges relating to the Visitors Center and Locker Room and, in return, Employees and visitors of the Visitor Center will be allowed access and use of the Locker Room during normal business hours.
- 3.1.6 Purchase operating supplies, equipment and inventories as necessary to support the operation and maintenance of the PCTC, including but not limited to technology and communications equipment such as computer and telecommunications systems.
- 3.1.7 Develop and implement cleaning and preventive maintenance programs for all buildings, grounds, tennis courts, and all other facilities at the PCTC.
- 3.1.8 Undertake repair, replacement and capital improvement projects that are free of conflicts with respect to the objectives of the parties set forth in Section 1.2 above and Georgia law.

- 3.1.9 Monitor compliance with pre-existing obligations or other contractual obligations assumed by Manager.
- 3.1.10 With the cooperation of City as necessary, use reasonable best efforts to insure that all PCTC facilities and PCTC operations conform to the requirements of local, county, state and/or federal regulations, licenses (including liquor licenses), orders, permits and similar requirements.
- 3.1.11 With the cooperation of City as necessary, use reasonable best efforts to insure that licenses and permits necessary to support the operation and maintenance of the PCTC are kept current and in good standing.
- 3.1.12 With the cooperation of City as necessary, use reasonable best efforts to insure that tax reporting forms are prepared and payment obligations of the PCTC are satisfied in a complete, accurate and timely manner.
- 3.1.13 With the cooperation of City as necessary, use reasonable best efforts to monitor PCTC premises and facilities for situations that are potentially unsafe or potentially hazardous and if such situations are determined to be present, take immediate steps to remedy the situation in a cost-effective manner.
- 3.1.14 Manager shall designate a Representative who would interact with the City's Leisure Services Director and/or the Recreation Administrator (City's representatives) on an as-needed basis, but not less than one (1) time per month, so as to coordinate programming of the Manager and City, special events, and any other activities that require coordination between City and Manager.
- 3.1.15 Manager shall provide GCIC criminal background checks in accordance with the requirements set forth on Schedule 3.1.15 attached hereto for all new employees hired by Manager, or independent contractors engaged by Manager, to work at PCTC (excluding any existing employees currently working at PCTC and retained by Manager upon the Effective Date).). No other form/type of criminal background checks will be accepted. The City's Chief of Police will review and approve each background check, such approval not to be unreasonably withheld or delayed. If any employee hired by Manager after the Effective Date is found to be working at PCTC without a GCIC criminal background check approved by the City's Police Chief on file with the Purchasing Agent, such action will constitute an event of default under Section 7 of this Agreement. Manager, however, shall have the right to cure such default as provided in Section 7, including without limitation, (i) obtaining a GCIC criminal background check for said employee approved by the City's Police Chief within the cure period, or (ii) terminating said employee within the cure period.

3.2 Financial and Banking Matters. Manager shall establish or designate one or more bank accounts as the operating account(s) (collectively, the “PCTC Accounts”) for the PCTC. Manager will provide centralized accounting services and financial management functions and provide for adequate controls, policies and procedures to safeguard cash, inventories and all other assets of the PCTC. Manager’s responsibilities in this regard will include, but may not necessarily be limited to, the following:

- 3.2.1 Collect and promptly deposit into the PCTC Accounts all revenue from PCTC operations.
- 3.2.2 Pay all PCTC expenses, including all amounts due to the City.
- 3.2.3 Prepare a daily report of PCTC cash receipts in all revenue categories.
- 3.2.4 Provide appropriate cash controls, including regular reviews and comparisons of daily bank deposits against cash register tapes, daily revenue reports, and periodic spot audits of on-site cash control measures.
- 3.2.5 Maintain the chart of accounts and general ledger of the PCTC.
- 3.2.6 Balance all accounts and maintain the balance sheet of the PCTC.
- 3.2.7 Prepare monthly profit & loss statements and other financial reports as advised by City’s Financial Services Director.
- 3.2.8 Review and approve in advance all service contracts, leases and significant vendor relationships.
- 3.2.9 Conduct monthly physical count inventories in all departments of the PCTC, and match physical inventory reports to point of sale reports and delivery tickets.
- 3.2.10 Reconcile monthly bank statements in a timely manner.
- 3.2.11 Within twenty-five (25) days following the close of each month, provide to City Manager standard monthly financial reports and such additional reports or financial information as City may reasonably request.

3.3 Personnel and Employment Matters.

- 3.3.1 Manager shall hire, in its own name, supervise and discharge any personnel necessary to be employed in order to properly carry out the objectives of this Agreement, and fulfill Manager’s obligations under this Agreement.
- 3.3.2 All salaries, wages and other employment-related costs of personnel employed by Manager hereunder at the PCTC, including, if applicable, but

not limited to: severance payments, fringe benefits, medical and health insurance, social security taxes, worker's compensation insurance, administrative charges from any professional services subcontractor or employee leasing company, and costs associated with employee recruitment or separation, shall be deemed an operating expense of the PCTC, and therefore the responsibility of Manager and not City. All salaries, wages and employment-related costs shall be paid by Manager from the PCTC Accounts. In the event that funds in the PCTC Accounts are not sufficient to cover employment costs, it shall be Manager's responsibility to provide sufficient funds per the provisions of Section 3.4 below.

3.4 Payroll Funding. It shall be Manager's responsibility to fund all payroll and related employment obligations. Any outstanding expenses will be the sole responsibility of Manager in the event there is no remaining cash available.

3.5 Other Employment Matters.

- 3.5.1 Manager will be responsible for compliance with all laws, regulations and tax requirements relative to payroll and employment, with all such expenses to be considered operating expenses of the PCTC and covered from PCTC revenues or other funds provided by Manager. Manager shall be responsible for resolving any issues related to employee compensation, unemployment claims and benefits, and all related expenses shall be operating expenses of the PCTC.
- 3.5.2 Manager will be responsible for providing Workers Compensation & Employers Liability Insurance and any Statutory Disability Coverage as may be required for the employees of the PCTC. The expense of such coverage will be paid by Manager and be an operating expense of the PCTC.
- 3.5.3 City covenants and agrees that it will not employ or offer to employ any personnel of Manager during the time services are being provided by Manager under this Agreement, or until one year after the expiration of this Agreement, without the prior written consent of Manager.

SECTION 4

INSURANCE

4.1 Insurance Coverage. Manager shall maintain the following types of insurance coverage relating to the PCTC and Manager's operations of the PCTC at all times throughout the Agreement Term:

- 4.1.1 Liability Insurance. Manager shall maintain, at Manager's sole expense, a policy or policies of comprehensive general liability insurance, with coverage of not less than One Million Dollars (\$1,000,000.00) per

occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury and property damage on a per location basis. City shall be named as an additional insured on such policy. If not part of such policy, the general liability insurance shall have an endorsement including (i) coverage for employer's liability, host liquor liability, liquor liability and so-called "dram shop" liability coverage with a combined single limit of not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence, and (ii) pesticide/herbicide application, and (iii) personal & advertising injury.

- 4.1.2 Worker's Compensation. Manager shall maintain, at Manager's sole expense, a policy or policies of worker's compensation insurance in compliance with applicable Georgia law.
- 4.1.3 Casualty Insurance. Manager shall maintain, at Manager's sole expense, an "all-risk/special" form policy or policies of fire and extended coverage insurance on the PCTC, including without limitation, the clubhouse and related buildings and all Personal Property and any other personal property owned or leased by Manager, furnishings, equipment, and property of customers, members and guests at the PCTC with coverage limits not less than the full replacement cost of the PCTC and Manager's other personal property located on the PCTC. Manager shall maintain, at Manager's sole expense, as an endorsement to its fire and extended coverage insurance or as a separate policy, insurance against the risk of loss on the tennis courts, pro shop, grounds of the PCTC, trees, shrubs and plants and underground pipes and structures with coverage limits not less than Two Hundred Thousand and No/100 Dollars (\$200,000.00). City shall be named a loss payee with respect to Manager's casualty insurance and any lender that holds a Mortgage on any portion of the PCTC shall be named as an additional insured as its interest may appear. Any insurance proceeds paid during the Term as a result of a casualty at the PCTC shall be held in trust by Manager and disbursed not more than one (1) time per month based upon percentage completion of Manager's repair and/or reconstruction of the PCTC.
- 4.1.4 Automotive Liability. Manager shall maintain, at Manager's sole expense, automobile liability insurance (bodily injury and property damage liability) including coverage for owned, hired, and non-owned automobiles, with limits of liability of not less than One Million and No/100 Dollars (\$1,000,000.00) combined single limit each accident for bodily injury and property damage combined.
- 4.1.5 Umbrella/Excess Liability Insurance: Manager shall maintain, at Manager's sole expense, umbrella/excess liability insurance in the amount of Five Million and No/100 Dollars (\$5,000,000.00).

- 4.1.6 Performance Bond. Manager shall maintain, at Manager's sole cost and expense, a performance bond or irrevocable letter of credit in an initial amount of \$25,000.00 to insure the faithful performance of this agreement. City and Manager shall annually review the amount of such performance bond or irrevocable letter of credit and adjust such amount based upon the amount of prepaid memberships, prepaid lessons, or any other agreements between Manager and a third party which involves advance compensation or consideration being paid to Manager for the use of the PCTC, for lessons to be received at the PCTC, or for any other benefit to be received by such third party from Manager at the PCTC. Such review shall occur upon the renewal date of this agreement.
- 4.1.7 Liquor/Alcohol Liability Insurance. In the event that Manager or a third party under an agreement with Manager, obtains an alcoholic beverage license at the PCTC, Manager shall maintain, at Manager's sole cost and expense, Liquor/Alcohol Liability Insurance in the amount of Two Million Dollars (\$2,000,000.00)

4.2 General Provisions. Prior to the Execution Date and thereafter at least thirty (30) days prior to the end of each calendar year of the Agreement, Manager shall submit to City a certificate of coverage for each coverage required hereunder and proof of payment of premiums. Any insurance required to be carried under this Agreement may be included as part of any blanket or other policy or policies of insurance, so long as the amount and coverage of insurance required to be carried hereunder is not diminished. The insurance required to be carried hereunder shall be carried by an insurance company or companies qualified to do business in the State of Georgia with an A.M. Best's Key Rating Guide rating of at least A- and a financial rating of VIII or better.

SECTION 5

OBLIGATIONS AND DUTIES OF CITY

5.1 Obligations and Duties of City. City shall cooperate with Manager so as to enable Manager to carry out its obligations and responsibilities under this Agreement. This cooperation shall include, but shall not be limited to, the following:

- 5.1.1 Performing all contractual obligations to which it is, at any time, a party relating in any way to the PCTC.
- 5.1.2 Cooperating with Manager and promptly responding to all inquiries and requests for information, documentation or approvals to enable Manager to carry out its obligations under this Agreement; and
- 5.1.3 Fund all capital improvement projects in accordance with Section 2.4, subject to any budgetary limitations on City and any such capital improvement projects being appropriated in the City's budget. City hereby agrees that any failure by the City to fund capital improvements that have been approved by City and Manager shall be a default by City hereunder

and Manager shall have the right, but not the obligation, to cure such default by funding capital improvements on behalf of City. In addition to Manager's remedies under Section 7.2, expenditures made by Manager to cure such default may also be applied toward the payment of City Fees (as defined in Section 10.1).

5.2 Manager Responsibility for Operating Expenses. Manager agrees to pay for the costs of operating and maintaining the PCTC in accordance with the terms of this Agreement, expressly including, without limitation, all payroll-related costs and City Fees as provided for in this Agreement. To the extent funds generated by PCTC operating revenues are not sufficient to fund payroll expenses or other operating expenses, it shall be Manager's responsibility to provide such funds as required by depositing them into the PCTC Accounts.

5.3 Proration of Income and Expenses. Within sixty (60) days after the Execution Date and the expiration, or earlier termination of this Agreement, City and Manager shall prorate the following items:

5.3.1 All items of income relating to the operation of the PCTC including, without limitation, annual and other membership payments and dues, locker fees, deposits for tournaments, deposits for banquets and other functions, deposits for meetings, gift certificates for merchandise in the pro shop, and other prepaid items.

5.3.2 All items of expenses relating to the operation of the PCTC including, without limitation, taxes, utilities and any liabilities, if any, under contracts expressly assumed by Manager relating to the PCTC.

5.3.3 The amount due to Manager from City upon execution of this Agreement pursuant to this Paragraph 5.3 may be remitted in six (6) equal monthly installments. Manager recognizes that any such amounts are to be paid by the Peachtree City Tourism Association, Inc., as such entity is the current manager of the PCTC.

SECTION 6

REPRESENTATIONS AND WARRANTIES

6.1 City's Representations and Warranties. City makes the following representations and warranties to Manager:

6.1.1 The individual executing this Agreement on behalf of City has full capacity, right, power, and authority to sign the same on City's behalf and to bind City thereto. This Agreement shall be binding upon and enforceable against City in accordance with its terms.

6.1.2 To the best of City's knowledge, neither the execution and delivery of this Agreement by City nor City's performance of any obligation hereunder (a) shall constitute a violation of any law, ruling, regulation, or order to which City is subject, or (b) shall constitute a default of any term or provision or

shall cause an acceleration of the performance required under any other agreement or document to which the PCTC or any part thereof is subject.

- 6.1.3 The PCTC is owned by City and no third party has any ownership, lease, license or use rights with respect to the PCTC, except as otherwise disclosed to Manager or otherwise recorded in the records of the Clerk of the Superior Court of Fayette County, Georgia.
- 6.1.4 City hereby represents and warrants that, as of the Execution Date, all water, sewer, gas, electric, telephone and drainage facilities and all other utilities required by law for the intended use and operation of the PCTC (collectively, "Facilities") are (i) installed across public property or valid easements or rights of way to the boundary lines of the PCTC; and (ii) to City's knowledge, in good operating condition, normal wear and tear excepted.
- 6.1.5 City hereby represents and warrants that, to City's knowledge, there has been no production, generation, treatment, collection, disposal, discharge or storage on the PCTC or in any groundwater or aquifer below the surface of the PCTC by City, of any hazardous or toxic substance, material or waste in violation of any applicable federal, state or local environmental laws, ordinances, restrictions, licenses or regulations, including, but not limited to, the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.), Safe Drinking Water Act (42 U.S.C. §3000(f) et seq.), Toxic Substances Control Act (15 U.S.C. §2601 et seq.), Clean Air Act (42 U.S.C. §7401 et seq.), Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.), and other similar statutes of the State of Georgia or the County of Fayette. City has not received any written notices from any governmental agency regarding the existence, in violation of law, of any hazardous or toxic substance, material, or waste on the PCTC or in the improvements thereon or requiring the removal, clean-up, or remediation of any environmental condition relating to the PCTC. City represents and warrants that, to City's knowledge, the PCTC is not subject to any enforcement action by any governmental agency regarding the environmental condition of the PCTC. City further represents and warrants that, to City's knowledge, there are no underground storage tanks located on the PCTC. As used herein, the terms "toxic" or "hazardous" wastes, substances or materials shall include, without limitation, all those so designated and all those in any way regulated by any of the above-cited laws or regulations, or any other present environmental or similar laws or regulations.
- 6.1.6 City represents and warrants, to City's knowledge, there are no defects or conditions of the soil which would materially impair the use and operation of the PCTC as a tennis facility.

6.1.7 Correct and Complete Documentation. To City's knowledge, all of the Documents delivered by City to Manager in connection with this Agreement are true, correct and complete in all material respects.

6.2 Manager's Representations. Manager makes the following representations and warranties to City:

6.2.1 Manager is authorized to, and in good standing to, conduct business in the State of Georgia. The individual executing this Agreement on behalf of Manager has full capacity, right, power, and authority to sign the same on Manager's behalf and to bind Manager thereto. This Agreement shall be binding upon and enforceable against Manager in accordance with its terms.

6.2.2 To the best of Manager's knowledge, neither the execution and delivery of this Agreement by Manager nor Manager's performance of any obligation hereunder shall constitute a violation of any law, ruling, regulation, or order to which Manager is subject.

SECTION 7

EVENTS OF DEFAULT; REMEDIES

7.1 Conditions of Default (Default"). The following conditions will constitute a breach of this Agreement and a default there under:

7.1.1 If Manager fails to pay or fulfill any monetary obligation of Manager to City, and Manager fails to cure such monetary default within thirty (30) days after written notice from City to Manager of such monetary default.

7.1.2 If either party breaches any representation or warranty made under this Agreement in any material respect or fails to perform any of its other non monetary obligations under this Agreement when due or called for, and the party in default fails to cure such breach or non monetary default within sixty (60) days after written notice from the non defaulting party of such breach or non monetary default; provided, however, that if the nature of the breach or non monetary default is of a nature such that it cannot be fully cured within that sixty (60) day period, the party in default shall have such additional time as is reasonably necessary to cure the default so long as the party in default is proceeding diligently to complete the necessary cure after service of written notice by the non defaulting party.

7.1.3 If Manager files a petition for bankruptcy and such bankruptcy petition is not dismissed or vacated within sixty (60) days after filing.

7.2 Remedies.

- 7.2.1 If any of the conditions identified in Section 7.1 above should occur and the party in default does not cure the default within the allotted time periods, the non defaulting party may elect to terminate this Agreement immediately and seek all remedies as provided under law and equity.
- 7.2.2 If either party at any time by reason of the other party's default pays any sum or does any act that requires payment of any sum, the sum paid by the non defaulting party shall be immediately due and owing by the defaulting party to the non defaulting party at the time the sum is paid, and if paid at a later date shall bear interest at the rate of ten percent (10%) per annum from the date the sum is paid by the non defaulting party until the non defaulting party is reimbursed by the defaulting party.
- 7.2.3 If either City or Manager should bring an action in a court of law to enforce any of its rights or remedies under this Agreement, both parties agree that the prevailing party in any such litigation shall be entitled to a recovery of reasonable attorneys' fees and costs actually incurred by way of such action.

7.3 Rights Cumulative; No Waiver. No right or remedy herein conferred upon or reserved to either party hereto is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter legally existing upon the occurrence of an event of Default hereunder and the continuation thereof. The failure of either party hereto to insist any time upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties hereof may be exercised from time to time and as often as may be deemed expedient by the parties hereto, as the case may be.

SECTION 8

TERM AND TERMINATION

8.1 Term. The initial term of this Agreement shall begin on June ____, 2009 and end on December 31, 2009 ("Initial Term"). Thereafter, this Agreement will renew annually, at City's and Manager's mutual election no later than thirty (30) days prior to expiration, for up to fifteen (15) additional calendar years, subject to each party's right to terminate this Agreement in accordance with its terms (collectively, the "Term").

SECTION 9

INDEMNIFICATION.

9.1 City's Indemnification of Manager. To the extent permitted by Georgia law, City shall indemnify, protect, defend and hold harmless Manager and its owners, officers, directors,

shareholders and employees from and against any and all claims, demands, causes of action and liability resulting from any of the following: (a) any event, condition or activity occurring or existing prior to the Execution Date; (b) City's performance of, or failure to perform, its obligations under any labor or employment condition or situation occurring or existing prior to the Execution Date; (c) the presence in, on, under or about the PCTC, or the escape, seepage, leakage, spillage, discharge, emission or release, of any hazardous materials, toxic substances or petroleum products (as defined or regulated under any and all Laws) from or through the PCTC in violation of Law, prior to the Execution Date, it being expressly understood and acknowledged that City's indemnity of Manager shall include, without limitation, any and all costs of any required or necessary repair, clean-up, remediation or decontamination of the PCTC and the preparation and implementation of any closure, remedial or other required plans; and (d) any act or omission constituting negligence or willful misconduct on the part of City or City's employees or agents.

9.2 Manager's Indemnification of City. Manager shall indemnify, protect, defend and hold harmless City from and against any and all claims, demands, causes of action and liability resulting from any of the following: (a) any event, condition or activity occurring or existing during the Term; (b) Manager's performance of, or failure to perform, its obligations under any labor or employment condition or situation occurring during the Term; (c) the presence in, on, under or about the PCTC, or the escape, seepage, leakage, spillage, discharge, emission or release, of any hazardous materials, toxic substances or petroleum products (as defined or regulated under any and all Laws) from or through the PCTC in violation of Law during the Term of this Agreement, it being expressly understood and acknowledged that Manager's indemnity of City shall include, without limitation, any and all costs of any required or necessary repair, clean-up, remediation or decontamination of the PCTC and the preparation and implementation of any closure, remedial or other required plans; (d) any act or omission constituting negligence or willful misconduct on the part of Manager or Manager's employees or agents; (e) any claims, actions, litigation, proceedings, governmental investigations first arising after the Execution Date; and (f) any and all federal, state, county and municipal taxes, assessments, penalties and other charges (including, without limitation, sales tax) relating to the PCTC or the use or operation thereof during the Term.

9.3 Procedure Relating to Indemnification. Upon the occurrence of an event giving rise to indemnification, the party seeking indemnification will notify the other party hereto and provide the other party hereto with copies of any documents reflecting the claim, damage, loss or expense. The party seeking indemnification is entitled to engage such attorneys and other persons to defend against the claim, damage, loss or expense, as it may choose. The party providing indemnification will pay the reasonable charges and expenses of such attorneys and other persons actually incurred. City will support and pay for all legal fees and representations necessary to remove Manager from any claim, action (administrative or judicial), or lawsuit covered by this provision.

9.4 Liquor Operations. Manager has or will file applications for the issuance of one or more new alcoholic beverage permits for the service of alcoholic beverages at the PCTC (the "New Permit").

SECTION 10

RENT PAYMENTS.

10.1 During the Term, Manager shall pay to the City annual rental fees ("City Fees") equal to the following:

(a) Initial Term = In recognition of the fact that the Manager shall need to bear the cost of significant start-up costs, such as computer system set-up, alcoholic beverage license, and other costs, the City agrees to accept the sum of \$250 per month for the initial term of the lease, the last day of which is December 31, 2009.

(b) For each subsequent term of this Agreement, Manager shall pay to City the sum of \$24,000 per year (paid in equal monthly installments), or, three percent (3%) of Gross Annual Revenues, whichever is greater. Manager and City shall review the records of Manager each year to determine the amount owed under this provision. Manager shall remit the monthly installment of \$2,000.00 set forth herein, and in the event that it is determined that additional sums are owed based upon the Manager's Gross Revenues, such additional payment shall be made to City not later than February 15 following the end of the previous term.

10.1.2 "Gross Annual Revenues" shall be defined as all money received by Manager as a result of the operation of the PCTC and the sale of goods and services at the PCTC, determined on an accrual basis in accordance with generally accepted accounting principles consistently applied. Gross Revenues shall include, without limitation, all public court fees, membership dues and charges, guest fees and charges, rental fees for equipment and other rental items; concession payments; food and beverage sales; liquor sales; revenue generated from space rentals and from meetings, banquets, parties, receptions, tournaments, and other group gatherings; merchandise and equipment sales and any sales at the pro shop; instruction fees paid to and retained by the PCTC; vending sales (or, if applicable, and receipts from vending companies).

SECTION 11

CASUALTY AND CONDEMNATION

11.1 Casualty. In the event that all or any portion of the PCTC is damaged or destroyed due to a casualty, City shall, to the extent of available insurance proceeds, repair, rebuild or replace the damaged or destroyed portion(s) of the PCTC, provided such repairs, rebuilding or replacement (the "Repairs") can be made within six (6) months from the date of the casualty. During such Repairs, all City Fees shall be tolled. If the cost of Repairs exceeds the sum of \$100,000.00, Manager shall have the right to terminate this Agreement by written notice to City within thirty (30) days from the date City advises Manager that the cost of Repairs is estimated to exceed \$100,000.00.

SECTION 12

TRADEMARKS, TRADE NAMES AND SERVICE MARKS

12.1 The name "CANONGATE" when used alone or in connection with another word or words and the Canongate/Sequoia trademarks, service marks, trade names, symbols, logos and designs shall in all events remain the exclusive property of Manager and its Affiliates, and nothing contained herein shall confer on City the right to use the Canongate name, trademarks, service marks, trade names, symbols, logos or designs otherwise than in strict accordance with the terms of this Agreement. Upon termination, any use of or right to use the Canongate name, trademarks, service marks, trade names, symbols, logos or designs by City shall cease forthwith and City shall promptly remove from the PCTC any signs or similar items which contain the Canongate name, trademarks, service marks, trade names, symbols, logos or designs. City will remove such signs or similar items promptly upon termination. The right to use such trademarks, service marks, trade names, symbols, logos or designs belongs exclusively to Manager or its Affiliates, and the use thereof inures to the benefit of Manager whether or not the same are registered and regardless of the source of the same.

12.2 The name "PEACHTREE CITY TENNIS CENTER" when used alone or in connection with another word or words and any other of City's trademarks, service marks, trade names, symbols, logos and designs shall in all events remain the exclusive property of City and nothing contained herein shall confer on Manager the right to use City's trademarks, service marks, trade names, symbols, logos or designs otherwise than in strict accordance with the terms of this Agreement. Upon termination, any use of or right to use City's trademarks, service marks, trade names, symbols, logos or designs by Manager shall cease forthwith. The right to use such trademarks, service marks, trade names, symbols, logos or designs belongs exclusively to City, and the use thereof inures to the benefit of City whether or not the same are registered and regardless of the source of the same.

12.4 City and Manager grant to each other the license to use the trademarks, service marks, trade names, symbols, logos or designs of City and Manager in conjunction with the operation of the PCTC, the marketing of Canongate memberships, including for any local, regional or national advertising.

12.5 Manager or City, as the case may be, shall be entitled, in case of any breach of the covenants of this Section 12 by the other party, to injunctive relief and to any other right or remedy available at law. This Section 12 shall survive termination of this Agreement.

SECTION 13

ASSIGNMENT

13.1 Assignment. Except as otherwise provided herein, Manager may not assign or subcontract, either wholly or in part, any of its rights or obligations under this Agreement without the prior written consent of City. Manager shall notify City of any proposed assignment or subcontract at least thirty (30) days prior to the proposed effective date of such assignment or subcontract. City's consent shall not be required for any assignment or subcontracting of all or any portion of Manager's interest in this Agreement to any corporation, partnership or other

entity which controls, is controlled by or is under common control with Manager (a "Manager Affiliate"). Any other sale or transfer of a controlling interest in Manager, including to any corporation resulting from the merger of or consolidation with Manager, or in connection with the sale of all or a substantial portion of the assets or equity interests of Manager shall also be permitted (a "Third Party Sale").

In the case of a Third Party Sale, Manager shall be released from its obligations hereunder, provided that an entity or other party with a tangible net worth equal to or greater than the aggregate tangible net worth of Manager at the time of such Third Party Sale, assumes in writing all of Manager's obligations hereunder.

SECTION 14

MISCELLANEOUS

14.1 Liquor License. In the event Manager obtains a liquor license, said license will then be maintained in good standing by Manager. Manager shall obtain adequate insurance concerning the serving of liquor and shall include Manager and City as named insured's on such coverage. The expense of obtaining and maintaining the liquor license shall be the responsibility of Manager. All costs and expenses to obtain the liquor license shall be an operating expense of the PCTC and shall be paid by Manager.

14.2 Validity of Agreement. The parties warrant that the execution and performance of this Agreement by such parties does not and will not conflict with or violate any provision of their respective articles of incorporation, by-laws or operating agreements, as the case may be.

14.3 Severability. If any portion of this Agreement is held legally invalid or unenforceable, the parties hereby covenant and agree that such portions are severable from all other portions of this Agreement, and that such portions as shall remain shall constitute the Agreement of the parties.

14.4 Binding Effect: Governing Law: Counterpart. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their permitted transferees, successors and permitted assigns. This Agreement shall be governed by and enforced and construed in accordance with the laws of the State of Georgia, and it may be executed in any number of counterparts, each of which shall be deemed an original without the production of the other.

14.5 Partnership or Joint Venture. City and Manager are not partners or joint venturers with each other and nothing in this Agreement shall be construed to make them such partners or joint venturers or impose any liability of such on either of them. The parties hereto hereby acknowledge that Manager and City have no power to bind or obligate the other party except as set forth in this Agreement.

14.6 Notices. Any notice or request given hereunder or relating hereto must be in writing and sent either by certified or registered mail (return receipt requested), by hand delivery or by overnight courier delivery as follows:

City: City of Peachtree City
151 Willowbend Road
Peachtree City, GA 30269
Attn: City Manager
Phone: (770) 487-7657

Manager: Sequoia Tennis Management LLC
1955 Highway 34 East
Newnan, Georgia 30265-1327
Attention: Joseph L. Guerra, President
Phone: (678) 854-0600

The above noted addresses may be changed by either party by mailing written notice of such change to the other party at the last designated address of the other party as provided herein, with such change to be effective upon receipt of said notice.

14.7 Attorney's Fees. If any party commences an action against the other party arising out of or in connection with this Agreement, each party shall be responsible for its own attorney's fees and costs of suit.

14.8 Headings. Headings, captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement.

14.9 Complete Agreement. This Agreement shall constitute the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements and understandings of the parties and no variance or modification thereof shall be valid or enforceable except by supplemental agreement in writing, executed and approved in the same manner as this Agreement.

14.11 Third Party Agreements. Upon the termination of this Agreement, the City shall have no obligation to assume or otherwise perform under any agreements entered into by Manager with any third party operators, service providers, equipment providers, or vendors with respect to the operation of the PCTC, including but not limited to any licenses, operating contracts or lease agreements. Notice of this provision shall be provided, in writing, to any such person.,

[Signatures on following page]

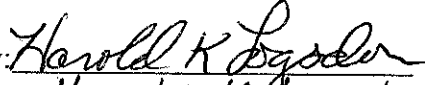
IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

CITY:

ATTEST:


Name: Pamela P. Dufresne
Title: Deputy City Clerk

By: Peachtree City

By: 
Name: Harold K. Logsdon
Title: Mayor

MANAGER:

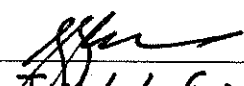
ATTEST:


Name: Kipp Orme
Title: CFO

SEQUOIA TENNIS MANAGEMENT
LLC, a Georgia limited liability company

By: Sequoia Golf Management LLC, a Georgia
limited liability company and its manager

By: Sequoia Golf Holdings, LLC,
a Delaware limited liability company and
its manager

By: 
Name: Joseph L. Guerra
Title: President & CEO

SCHEDULE 2.3

OPERATING RESPONSIBILITIES

General

1. Enforcement of all rules and regulations.
2. Regulation of play and conduct of players.
3. Policing of facility property, preserving order and providing for security of facility and preventing injury to facility by players and others.
4. Keeping facility open for designated number of hours and days as assigned in the agreement or at the discretion of the City
5. Inspection and maintenance of facility buildings and property.
6. Routine maintenance of tennis courts, with regular cleaning and sweeping of the same.
7. Repairing and replacing any nets as required in order to maintain tennis courts in good playing condition.
8. Operate and manage the tennis courts, restaurant, pro shop and other pertinent areas in a manner calculated to enhance revenue flow to the City and in a manner that will provide quality service for public and private use.
9. Development of outreach, promotional and advertising efforts subject to City approval.
10. Subject to City approval, Manager shall create a method in which to collect information of program participants and facility user satisfaction for the purpose of review by the City and Manager.

Programs, Activities and Services

11. Providing private and/or group lessons and instructions in tennis and all services customarily provided by a tennis professional either by Manager personally or by qualified employees of the Manager and provide a combination of private and public uses. Any such tennis related programs proposed to the City shall incorporate public and resident use of tennis courts, restaurant and other pertinent services, including senior citizens and school team use of courts.
12. Scheduling tournaments and other tennis activities with special interest groups, private groups, tennis clubs and/or school interests to assure the best overall, well-rounded tennis program for the community while incorporating public play and use of facilities in the overall program.
13. Operating, managing, and supervising the pro shop that includes, but not limited to maintaining, selling and renting a stock of merchandise, supplies and equipment to meet customer demand and suitable for use at the facility.
14. Maintaining and operating a business for the repair of tennis rackets and other tennis related equipment.
15. Providing for use of the restaurant including food service or catering as permitted by the Fayette County Health Department.
16. Furnishing and paying for all costs relative to the operation and maintenance of facility and grounds including all utility charges, supplies, refuse pickup, landscaping services, etc.
17. Providing proof of insurance as required by the City.
18. Manager shall provide for GCIC background checks of all employees that contract for or

provide services.

19. Operate and maintain recreational and competitive tennis programs such as but not limited to the following: singles and doubles nights, recreation and competitive ladders, age and/or gender-specific activities, instructional clinics and academies, special events, etc.
20. Facility rental rates and tournament participation rates shall be based on prevailing rates for other public and private facilities in the Peachtree City area determined by the Manager and approved by the City.
21. Manager will honor those existing memberships and pre-paid lessons identified on Exhibit "A" attached hereto.
22. Hours of Operation. The PCTC shall operate seven days a week, except during periods of inclement weather and certain holidays as identified between the City and the Manager. Hours of operation shall be established by the Manager in consultation with the Director of Leisure Services.
23. Manager will incorporate programs to City residents for no charge or at a reduced rate as well as proposed number of public access hours, days or court usage available in balance with private and tournament usage of facility and local high school tennis practice and tournaments.

C. BUILDING AND FACILITY RESPONSIBILITIES

Improvements and maintenance of facility and equipment shall include but not be limited to the following:

1. Managers shall, at their expense, keep and maintain the premises, all buildings, structure, improvements, fixtures, trade fixtures, equipment and utility systems in good, operating usable and sanitary order and repair and in a good, safe and first-class condition.
2. Manager shall provide for general repair, replacement, rebuilding and restoration of buildings and facility grounds in keeping with the standard requirements set forth in applicable federal, state and local government regulations.
3. Manager shall be responsible for the maintenance of all interiors of buildings including restrooms, furnishings and fixtures.
4. Manager shall keep the facilities and tennis courts clear of trash, debris, and vermin.
5. All repairs, improvements, modifications and additions to facilities shall be channeled through the Director of Leisure Services and have the written approval of the City Manager's Office prior to implementation.
6. Manager shall be responsible for refuse, telephone and all utility expenses.
7. Manager shall provide and maintain all court cleaning equipment, empty trash receptacles on individual courts and place trash bins in suitable locations.
8. Manager shall maintain landscaping in and around complex, including turf area, planters and trees.
9. Recently, the City entered into an Energy Performance contract. Absolutely any change, no matter how seemingly insignificant, must be approved in advance by the City's Facility Manager via the Director of Leisure Services.

D. EXISTING EQUIPMENT AND PERSONAL PROPERTY AT PCTC

Within thirty (30) days of the execution of this Agreement, City and Manager shall establish an inventory of personal property and equipment that is at the PCTC and/or is being used in the operation of the PCTC and which Manager will retain. Unless otherwise

agreed to by the parties, Manager shall not dispose of any personal property or equipment owned by the City and at the PCTC.

SCHEDULE 2.4

AMORTIZATION SCHEDULE

SCHEDULE 3.1.15

EMPLOYEE BACKGROUND CHECK REQUIREMENTS

EXHIBIT A

Existing memberships:

Name:

Expiration date of membership

Prepaid lessons

Name:

Number of Lessons

	FY20	FY21	FY22	FY23	FY24
Racquet Center Personnel					
Racquet Center Manager	0	0	0	0	1
Recreation Assistant	0	0	0	0	1
Maintenance Technician I - RC	0	0	0	0	1
Total Full-Time	0	0	0	0	3
Recreation Leader	0	0	0	0	4
Recreation Assistant	0	0	0	0	2
Recreation Supervisor	0	0	0	0	2
Maintenance Technician I - RC	0	0	0	0	1
Total Part-Time	0	0	0	0	9
Total Full-Time Equivalent Approved Positions	0	0	0	0	7.5

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 24-01

DATE 11/16/2023

ACCOUNT	PROJECT	DESCRIPTION	INCREASE	DECREASE
100-6130-347580		Program Fees - Racquet Sports	950,981	
100-6130-347581		Membership Reservations	200,000	
100-6130-347582		Non-Membership Reservations	15,000	
100-6130-347910		Other Charges Services - RSF	10,000	
100-6130-347571		Tournament Fees - RSF	12,000	
100-6130-511100		REGULAR SALARIES	184,085	
100-6130-511200		PART TIME/TEMPORARY EMPLOYEES	238,605	
100-6130-511300		OVERTIME SALARIES	-	
100-6130-512100		GROUP INSURANCE - HEALTH	66,687	
100-6130-512101		GROUP INSURANCE - L/T DISABILITY	644	
100-6130-512102		GROUP INSURANCE - DENTAL	1,158	
100-6130-512103		GROUP INSURANCE - LIFE	266	
100-6130-512200		SOCIAL SECURITY	26,264	
100-6130-512300		MEDICARE	6,142	
100-6130-512400		DEFINED BENEFIT PENSION	21,081	
100-6130-512401		DEFINED CONTRIBUTION PENSION	-	
100-6130-512700		WORKERS COMPENSATION	8,720	
100-6130-512900		CELL PHONE STIPEND	900	
100-6130-522100		CLEANING SERVICES	7,800	
100-6130-521200		PROFESSIONAL SERVICES	315,000	
100-6130-522140		LANDSCAPE SERVICES	25,000	
100-6130-522200		EQUIPMENT REPAIR & MAINTENANCE	6,000	
100-6130-522250		BUILDING REPAIR & MAINTENANCE	77,300	
100-6130-522300		RENTALS	2,481	
100-6130-523200		COMMUNICATIONS	4,598	
100-6130-523700		EDUCATION & TRAINING	1,000	
100-6130-523905		MERCHANT ACCOUNT CHARGES	12,000	
100-6130-531150		OFFICE SUPPLIES	1,400	
100-6130-531175		OPERATING SUPPLIES	41,400	
100-6130-531180		COMPUTER SUPPLIES	26,000	
100-6130-531210		UTILITIES	81,000	
100-6130-531650		SMALL TOOLS & EQUIPMENT	31,700	
100-6130-531725		UNIFORMS	750	

NOW , THEREFORE, BE IT RESOLVED that this Council hereby amends the Fiscal Year 2024 Budget Resolution to establish budget for new Racquet Center Department.

Entered

Approved

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Robert Curnow, City Manager

FROM:

Matt Myers, Assistant Police Chief	11/9/2023
Angela Egan, Purchasing Agent	11/10/2023
Kelly Bush, Assistant Finance Director	11/10/2023
Paul Salvatore, Finance Director	11/10/2023
Justin Strickland, Assistant City Manager	11/10/2023
Robert Curnow, City Manager	11/10/2023

DATE: November 16, 2023

SUBJECT: 11-23-08 Police Vehicle Purchase

Recommendation:

Approve the purchase of (9) Ford Police vehicles from Allan Vigil Ford for Police Department replacement fleet vehicles.

Discussion:

The purchase will be for (8) Ford Police Interceptor Utility SUVs and (1) Ford F150 Responder. Allan Vigil Ford holds state contract pricing for police and fleet vehicles. This purchase is necessary to maintain a sufficient fleet of patrol and pool units, in compliance with the City's Personnel Policy Manual (I. Safety & Accident Reporting; Section 8 – Repair & Replacement). The department has identified vehicles that are expected to be near or exceed 125,000 miles prior to the arrival of the new patrol vehicles in approximately 9-12 months, and/or have become too costly to repair or maintain, and/or will not make it to the next replacement cycle without exceeding mileage.

Budget Impact:

Funds were budgeted in the Fiscal Year 2024 CIP budget. A vehicle budget of \$68,000 per vehicle is requested.

Attachments:

None