



CITY COUNCIL

Kim Learnard, Mayor

Frank Destadio, Mayor Pro Tem | Laura Johnson, Post 1

Suzanne Brown, Post 2 | Clinton Holland, Post 3

SCAN FOR AGENDA
PACKET



Revised Meeting Agenda

March 7, 2024 | 6:30 PM

City Hall

1. **Call to Order**
2. **Pledge of Allegiance and Moment of Silence**
3. **Presentation**
4. **Announcements, Awards, Special Recognition**
 - A. Peachtree City's 65th Anniversary's Special Tribute (Friends of the Library)
5. **Public Comment**
6. **Agenda Changes**
7. **Minutes**
 - A. February 6, 2024 City Council Workshop Minutes
 - B. February 15, 2024 Regular Meeting Minutes
 - C. February 15, 2024 Executive Session Minutes
8. **Consent Agenda**
 - A. FY24 Budget Amendment- Father/Daughter Dance Sponsorships
 - Funding Source: Sponsorships: \$1,000 from Mahaffey and Linkous Orthodontics
 - \$500 from Au Pair in America
 - B. Chick-fil-A Southside Stormwater Facility Maintenance Agreement
 - Funding Source: Not Applicable
 - C. Chick-fil-A Kedron Stormwater Facility Maintenance Agreement
 - Funding Source: Not Applicable
 - D. 2024 Statewide Mutual Aid Agreement – GEMA/Homeland Security
 - Funding Source: Not Applicable
9. **Old Agenda Items**
10. **New Agenda Items**
 - A. 03-24-01 Approve purchase contract for property located at 102 Guthrie Way, Peachtree City, GA 30269.

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.

- Funding Source: 2022 Facilities Bond- \$3,154,131.50
- Police Expansion Impact Fees- \$401,402.22
- General Fund Cash Reserves- Remaining Balance

- B. ~~03-24-02 Resolution In Opposition of the TDK Extension~~
~~Removed by request~~ (Councilwoman S. Brown)

11. Public Hearings

12. Council/Staff Topics

- A. Request to Defer Public Hearing for Sign Variance at 100 Huddleston Road to July
 - Funding Source: General Fund for legal advertisements.

13. Executive Session

14. 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, Dr. Teaa Allston-Bing at (770) 632-4276 or e-mail tallston-bing@peachtree-city.org at least three (3) business days before the scheduled meeting or event to request an accommodation.

City Council of Peachtree City
Meeting Minutes
Tuesday, February 6, 2024
6:30 PM

Call to Order

The Peachtree City Council met for a workshop at 6:30 p.m. on Tuesday, February 6, 2024. Members in attendance: Mayor Kim Learnard, Council Members Laura Johnson and Suzanne Brown. Council Members Clinton Holland and Frank Destadio were absent.

Meeting Video Link: [Peachtree City City Council Workshop - February 6th, 2024 \(youtube.com\)](https://www.youtube.com/watch?v=...)

Discussion Items

A. Engineering

City Engineer Dave Borkowski and Assistant City Engineer John Schnick led a discussion of several current and future engineering projects. Those projects, all transportation-related, fell into the categories of path and bridge projects, intersection projects, road projects, facilities, and Americans with Disabilities Act (ADA) compliance.

Picnic Park/Drake Field Pedestrian Bridge

The first item Borkowski discussed was a 2017 Special Purpose Local Option Sales Tax (SPLOST) project that had been on hold for awhile. It called for creating a pedestrian bridge to connect Picnic Park with Drake Field. At one time, a cart path bridge was proposed, but that would be too expensive, Borkowski remarked. The design-build part of the project had been completed by Kiewit several years ago, and the geotech had been completed. Some additional design was needed, then construction could begin. This bridge would be the same materials and general appearance as others around the lake.

Learnard asked how much they would be spending. Borkowski said he did not know since the design and the cost estimate were not complete, but he thought it would be fully funded from the SPLOST. He recalled the cost for the cart path bridge would have been more than \$1 million.

Johnson asked if he had a timeline for all these projects, and Borkowski replied that they did for some. There were no dates yet for the Picnic Park project, but he said now that work had begun on the Lake Peachtree/SR 54 path bridge, work could start on that, too. Curnow noted that this project had been delayed because they had considered a couple of options, including a floating bridge. Learnard commented that this had been discussed for 20 years.

Redwine Road Tunnel

The tunnel under Redwine Road at the intersection with Robinson Road was a County-initiated project, Borkowski explained. The County still had to address the plan comments Peachtree City had submitted, and they still needed rights-of-way from four properties. They were deciding if they wanted to put it out to bid without those rights-of-way. If they did that, the project would be built while school was out this summer. If not, they might ask the City's thoughts on doing it during the school year, but that was tough because the whole road would have to be closed for about three weeks. This tunnel would be funded through the County SPLOST. The paths leading to it were funded by Safe Routes to School, which was a Federal grant project.

Brown noted she had observed drainage issues near the location of this proposed tunnel. There was a drainage design, Borkowski stated, and drains would catch water at the upstream end so it would not flow through the tunnel. Brown said there were other places farther north where water was a problem, too. There had been no discussions of another location, Curnow remarked.

Brown said they might need that talk. Learnard commented that she had talked with the County Commission Chairman that day, and this was where their money was going. He, too, told her they intended to build this summer.

North Peachtree Parkway/Kedron Docks HAWK Signal

Schnick explained that construction had started for the high intensity activated crosswalk beacon (HAWK) signal on North Peachtree Parkway at the Kedron docks. The path realignment was complete, and the new crosswalk markings had been put down. There had been a delay in the delivery of the signal poles. Left to do were material testing, pole installation, and electrical installation. This project was funded through impact fees and should be complete in a couple of months, he stated.

Walt Banks to Kedron Docks Path Connection

Next, Schnick went over the 2017 SPLOST project to extend the multi-use path from Walt Banks Road to the Kedron docks. It was originally planned to go from Walt Banks to the Kedron docks HAWK signal. However, the purpose was to provide connectivity to areas not currently on the path network and all of those unconnected properties were between Walt Banks and Parkway Drive. Also, the path between Parkway Drive and the HAWK signal was extremely steep, Schnick stated, and that meant it would be quite expensive to build that section. So, since it would not connect any new properties to the paths, that section was left out of the concept design.

The concept design was complete and showed where the path would go and where the retaining walls needed to be. They would need to talk to property owners about maintenance easements into those properties, and a meeting with property

owners had been scheduled.

Johnson asked how residents of Parkway Estates could cross the Parkway? Schnick said they could either go all the way down to Walt Banks or they could take neighborhood streets to the HAWK signal. Curnow mentioned the meeting with property owners, and Borkowski said they had information sheets showing the impact if Council wanted to look at them.

SR 54/Lake Peachtree Path Bridge

Moving on, Borkowski said the design was completed, the Georgia Department of Revenue (GDOT) had issued a permit, the pre-construction meeting had been held, and construction had begun on the SR 54/Lake Peachtree multi-use path bridge. It should be complete by June. Borkowski said they would be working closely with the public information staff to get the word out about when there would be path closures. They had already had one closure and had posted a map of the detours on the City website and social media and even along the paths. Schools had been notified to keep up with the updates on social media.

Curnow asked Borkowski to go into more detail about closing the bridge and possible impacts on SR 54. GDOT was letting them use part of the shoulder of the highway so carts, bicyclists, and pedestrians could still go through this area, separated by a concrete barrier from the construction area. However, at least one lane of the highway would have to be closed at certain times. Learnard asked if the detour on the shoulder for the golf carts would accommodate two-way traffic, and Borkowski said it would. There would be work at night during certain phases, including the demolition of the existing bridge.

Learnard asked if anyone in the audience had any questions about what they had covered. Ed Ortman asked if the detour around the 54 bridge could be shortened? He suggested cutting through the Flat Creek Club's golf course, but Borkowski noted that was private property.

Going back to an earlier project, Jason Smith of Peachtree Estates said the path stopping at Walt Banks Court would create a pinch point at Lake Kedron. Borkowski pointed out where it would stop at Parkway Estates. He said there was a crossing at Interlochen that went to the boat ramps. Smith said high school kids would use the path and create more traffic. Learnard said they understood that.

Carriage Lane Path

One of the more difficult 2017 SPLOST projects was connecting the path that ended at Robinson Road to the Peachtree East Shopping Center via Carriage Lane. This project had a long history; Borkowski said they had done several concepts and looked at several potential routes, but the cemetery owners were adamant that no path would run through that property. They had considered going through the church parking lot and going around the cemetery, but once again the cemetery objected.

The cemetery owners did agree to a path running along the right-of-way of SR 54. There was a power line easement there, as well. GDOT had no objections, as long as the path was out of the clear zone, which Borkowski explained was the unobstructed area on the side of the roadway. This would require going through the church property, which would affect their detention pond and require the City to design a remedy. They would also have to acquire property from the corner of Carriage Lane and the highway. The path would be outside the right-of-way, but not in the clear zone.

SR 54 Grade-Separated Crossing

The next step was to complete the path design, and Borkowski said the aim was to coordinate this with the 2023 SPLOST project of a grade-separated highway crossing to connect Booth Middle School with McIntosh High. A feasibility study was being done to determine the best location for that crossing. Borkowski showed an aerial photo on which he had indicated the ADA runout slope needed for two potential sites. He asked Council to imagine a bridge 19 feet above the roadway. ADA set the maximum slope at 5%, meaning the runout area would have to be about the length of a football field. Showing how much space was required illustrated the difficulty of fitting a bridge or a tunnel into a developed area.

Brown asked about where the clear zone would be if there was a barrier along the path. Last year, GDOT said it would not allow a barrier, but Borkowski said he had heard some of their rules had changed, so he would bring it back up again. Did they need to reduce the speed in this area? Brown asked. Borkowski said the speeds had just been increased there, but Brown said they increased past Publix. The speed limit on SR 54 dictated the type of barrier used to ensure the safety of path users, she continued. A metal guardrail would keep a car in the lane, Borkowski said, but GDOT did not like the idea of a barrier, but they would ask them again.

Brown said she had walked that area and saw that the closer they got to the path to SR 54, the easier the construction would be, based on the slope. Borkowski agreed, saying it would be more advantageous to install a decorative Jersey barrier than to relocate power lines.

The crossing location was not decided, and Johnson noted the photo showed it could be as far away from the two schools as Stein Mart. Most of the middle schoolers crossing over to McIntosh would not walk that far just to use the tunnel or bridge; they would simply cross the highway at Carriage Lane. Therefore, she would like to see the crossing closer to the schools.

One of the issues with the tunnel on Redwine was that it would require people to go all the way north to cross at the tunnel. Brown, using the example of a high schooler running late, said they were not going to do that; they would just cross the road at the exit of their subdivision. She did not want to see that situation here if it

could be avoided.

Paschall Road Path

Another 2017 SPLOST project was the Paschall Road path. Schnick showed the SR 74 tunnel on an aerial photo and explained how this new section of path would run in front of the fire station and connect back to Huddleston Road. This project was currently in the concept phase, and a design firm was researching the concept layout and reaching out to CSX railroad to find out the initial steps in getting a crossing approved. Schnick said they wanted something similar to the crossing at Kelly Green.

Citizen Gary Mercer observed that the people coming out of the tunnel to go to Huddleston did not go to The Avenue and turn around; they crossed the railroad tracks.

Huddleston Road

This project tied into the next one, which Borkowski described as multi-faceted: sewer, path, and drainage along Huddleston Road. The first part would be to extend sewer down Huddleston, giving access to all parcels; currently they were on septic. A 2017 SPLOST project would extend the path all the way up Huddleston. Borkowski said another part of this project would correct drainage issues along the road.

Mercer asked if the sewer lines were on private property, and Borkowski said they were on easements with the sewer authority. He noted, too, that the railroad had abandoned the spur in the right-of-way.

The stormwater fund would pay for the drainage work, he stated, while the Water and Sewerage Authority (WASA) would pay for sewer work. SPLOST and impact fees would pay for the path.

Learnard asked if they had reached out to property owners, and Curnow said that would be later in the process. Depending on what they did about stormwater, the City might need to acquire some land.

Huddleston Road/SR 54 Turn Lanes

The upgrades tied into the Huddleston Road/SR 54 intersection project that would put dual left turn lanes on Huddleston to relieve the traffic backup that sometimes occurred. The design was complete, and a signal permit had been granted by GDOT. In order to get the timing to work out and get GDOT approval, they had to free up signal time, which was accomplished by not allowing cross traffic going to Best Buy. The shopping center owner was fine with that. Borkowski said they wanted to get the bids out this month and complete this project over the summer. GDOT wanted it done before work started on the displaced left turn (DLT) on SR 74 so they could re-time the whole corridor. Borkowski said the goal was to be done by August.

Peachtree Parkway/Crosstown Roundabout

Since 2003, a roundabout at Peachtree Parkway and Crosstown Road had been discussed. Several concepts and traffic studies were complete, and Council had directed them to finish the 60% design and bring it back for approval before moving on to 100%. The design would be back to Council in April, Borkowski stated. They were looking at the option of slip lanes in all four corners, enabling drivers to turn right at every corner without having to get into the roundabout.

Brown asked if this would be a double-lane roundabout that required drivers to be in the proper lane. She said those worked really well, but Borkowski said this would be simpler, but they would be able to remove the medians and make it two lanes in the future.

Learnard said this roundabout could not come soon enough, and Johnson remarked that it seemed very user-friendly because even if you did not know about the slip lane, you could get into the circle and exit where you needed to.

Brown recalled earlier discussion about removal of trees on the four corners, as well as issues with utilities. Borkowski explained that they had met with some property owners around the intersection. The bank on the northwest corner had not responded, and they had not met with homeowners around the northeast corner because they did not have a homeowners association (HOA). They had talked with Brookside's HOA, which liked the idea of a roundabout, but were concerned about tree loss. There would be a 50-foot greenbelt left, and Borkowski said they had promised them additional landscaping or maybe a decorative wall. Were they concerned about noise or light? Brown asked. Borkowski said that figured into the plea for a buffer, which the City would provide.

What if they did not talk to the bank? Brown asked. Borkowski said they would need property from the bank and would send a letter. If the bank did not respond, they would get legal involved. Brown asked about the dimensions of the roundabout, and Borkowski said he did not remember.

Schnick had reached out to the Arbor Terrace senior living community at the southwest corner. Safety was their major concern. Right now, traffic backed up on Crosstown at this intersection, making it difficult to exit and enter Arbor Terrace. He said they wanted to make it a right-in, right-out. He also related that the subdivision to the south of Arbor Terrace, Village Park, did not like roundabouts because getting traffic flowing more consistently south would limit their ability to exit the subdivision. Borkowski agreed and said there needed to be an R-cut on Peachtree Parkway so drivers could not turn left out of Village Park. They would turn right and make a U-turn at the next intersection. Someone coming northbound would still be able to turn left into Village Park.

SR 54/74 DLT

GDOT had awarded a contract on this, Borkowski stated, but he said he had not been able to get in touch with anyone about a timeframe. He and Schnick had been invited to the pre-construction meeting and would report back afterwards. This was an \$18 million project. Borkowski said it was previously budgeted at \$13 million; he did not know where GDOT got the extra money. Peachtree City was using a 2017 SPLOST project to install upgraded overhead signage with lighting at a cost of \$900,000. There were seven stages to GDOT's maintenance and traffic plan to keep traffic moving during construction. Two lanes in every direction would be open at all times.

A GDOT video showed how the DLT worked, and Borkowski said the important thing to remember was that left turns and straight movement through the intersection took place at the same time. On the video, he pointed out an advance signal where drivers who wanted to turn left would stack. Meanwhile, straight traffic was still moving. When the light changed, the left turners would cross those straight lanes and head to the left turn lanes, where there was also a signal.

There could be a long lane of traffic on 74 getting in the left turn lane, and Brown asked if drivers might have to sit through several rotations of the light. Borkowski said that was true, and he did not know what the timing would be, but he could check. Would there be a dedicated right turn lane for every direction of traffic? Brown continued. There would not, Borkowski replied; from SR 54 heading east, a driver wanting to turn right and head south would have a light before merging onto SR 74 because there was not enough room for a merge lane.

Johnson asked if the merge lane on the other side by Longhorn would be extended? There would be two signalized right turn lanes, Borkowski told her. No right turn on red, the Mayor added.

Citizen Ed Ortman asked if the grading issues had been addressed? North and south on SR 74 and west on SR 54 were all uphill, he noted, which was difficult for semi-trailers to climb and that slowed traffic. Borkowski said he had not looked at the grading plan.

Learnard said she was not Mayor in 2020 when GDOT came to Peachtree City to hold public workshops on this project. At one, GDOT records showed that 158 people showed up to give input, resulting in the dedicated right turn on SR 74 being changed to dual lanes, with a signal and no right turns on red. GDOT also came to a Council meeting in January 2020.

Heading north on 74, there would be two DLTs leading to Coweta County, while southbound on 74, there was just one heading towards Fayetteville. Johnson clarified that there were two right turn lanes heading off 74 to Coweta, and Curnow again pointed out the benefit of no right turn on red.

Learnard asked about the lighting on the upgraded sign on SR 74. Borkowski said

they would be illuminated and have some downlighting. Brown asked if the Peachtree City sign would be backlit, and he said that was correct.

Curnow asked again about the timeline, and Borkowski said he had heard 24 to 36 months. Did they want Huddleston done before this started? Johnson asked. GDOT wanted it done as soon as possible, he stated, with Brown adding it would be a disaster to have construction at both those intersections at one time.

Learnard said she had a few things to say, noting that she was glad to see this project starting, but it would not be the end all, be all in regards to that heavily-trafficked intersection. She mentioned all the traffic lights on 54 west, saying everyone wondered what would be happening there. In conjunction with the DLTs, GDOT would re-signalize the entire corridor, but she said they needed to realize there was a need for additional steps forward. There was land for an additional lane; there were opportunities for reducing curb cuts, she suggested, but she did not know what would be best.

Learnard said she thought it would be wise to commission a study of the 54 West corridor to help them decide the next steps. Those studies were expensive, but the Atlanta Regional Commission (ARC) often would provide some funding, usually at an 80/20 split. She thought they should partner with Coweta and Fayette counties and split the cost and asked Johnson and Brown if they were interested in furthering the conversation to see what had to happen next. Learnard said since they knew the specific area they wanted to study, they could go into the scoping phase, which was more detailed and could include utilities and more details on rights-of-way.

Johnson asked about curb cuts, and Learnard said they had some land to work with. Johnson said anything to improve that area was worth a conversation.

Brown stated that Coweta County had developed its side of 54 with no regard for Peachtree City. They were allowing unimpeded development, and she said she was not inclined to work with them. Johnson said she did not see anything wrong with having a conversation. Brown said Coweta was putting in massive amounts of housing and did not want to entertain continuing Fischer Road up to the interstate so they could funnel their own traffic within their own county. If they talked to Coweta County, that was something Coweta needed to bring to the table, Brown asserted.

Learnard agreed that was compelling and said the Coweta Commissioner she and Curnow had spoken with seemed willing to negotiate. While traffic that intended to head north on I-85 was an issue, there would always be the matter of Coweta traffic coming through the heart of Peachtree City, and that is why she wanted to move a conversation forward that might result in funding for a study.

Johnson noted that a lot of people came into Peachtree City to work. Just because

relations with Coweta had not been great in the past did not mean they should not pursue an agreement now, she remarked.

Brown replied that she was willing to talk, but she was not willing to open up TDK Boulevard for a massive influx of Coweta traffic. They would discuss that issue next, Learnard told her, and then she asked Brown if she would be agreeable to having a conversation about a 54 corridor study. Brown said that would be fine. Johnson reported that she recently had been told that when several governments worked together on a project, it went higher on the DOT list.

Some time ago, Brown stated, SR 54 was identified as a commercial corridor and she thought it should be maintained as such, with less residential development on SR 54. She said Fayetteville had a proposed residential project on 54, although that had been withdrawn.

With Brown and Johnson agreeing that a conversation with Coweta was needed, Learnard moved on to a related issue, saying that SR 54 was the only east-west corridor that connected Coweta and Fayette. More than 20 years ago, it was proposed that TDK could be another, but that was shot down. She acknowledged she did not disagree with the decision but noted no alternative had been proposed. Relationships had not been built that could result in ideas for another east-west corridor. It was this Council's problem to solve, she remarked.

GDOT conducted a traffic reliever study on SR 54 in August 2020, and that was the most recent study. The Mayor said she would like them to dust it off and use it as a starting point to look at east-west connector ideas, saying they should move forward and stop complaining about decisions made 20 years ago. Brown said she thought all five Council Members should be present to make that decision. Johnson said she could not make a recommendation on a solution but did not object to a review of that study.

Brown then commented that she wanted to see the 2020 study before she made a decision on a new study. They were talking about different topics, Learnard stated, saying she thought there were two different aspects to the 54 situation. One was to move forward on a study of SR 54, while the other was to explore ideas for alternative east-west corridors, which is what the August 2020 study examined. She suggested again they get staff to look at that report before they did anything.

Brown reiterated that she had no appetite for opening up TDK Boulevard. No one had suggested that, the Mayor stated. Brown said she saw a report that predicted 10,000 vehicles a day through the heart of Peachtree City if they did the development in Coweta. TDK was not on the table any more, Learnard replied.

Johnson said it was good for Council to emphasize that a TDK extension was not being considered, and she thought they should explore the possibility of another solution. An overpass/underpass would have helped the 54 traffic at 74/54, Brown

volunteered. That was another conversation and those decisions had been made, Learnard replied.

Learnard said they had agreed to move forward with the 54 West study. GDOT called it a scoping phase, which included more engineering detail. She asked Borkowski if this study could be on the County's Transportation Improvement Projects (TIP) list?

Did the majority of those present agree? Curnow asked. Brown asked if that study was from SR 74 to the county line and into Coweta? The Mayor said that was correct. They would probably have to hire a consultant, Curnow said. Johnson affirmed that they would try to get money from the ARC to fund this, but said she was worried about contingencies they might impose.

Borkowski explained that the TIP program began with a call for projects. The counties would get together with their municipalities and put together a list. The City would tell them they wanted funding for this study. Curnow again said the study needed to scope out the entire corridor. The outcome of the study would help them identify future projects. He needed all three of them to give them the go-ahead to pursue this.

Brown said she realized they had a quorum present but felt this was a terrible way to proceed by not giving a voice to two members who were absent for health reasons. She thought they should have a chance to ask questions and state their opinions. It would be better in the long run if they were a cohesive body on the 74/54 issue because it was so important to citizens.

Learnard said she did not agree with this, but they could bring it up at the next Council meeting. They agreed to let Curnow include it on the next agenda under Council/Staff topics.

A previous study had been done in 2014 with a long list of recommendations that they had gotten done, including improvements at the MacDuff Parkway and Planterra intersections with SR 54 and restricting Westpark Walk access from SR 54, Learnard stated. Not done was adding a third westbound lane on SR 54, but they were moving ahead on one of the long-term solutions: DLTs on SR 74.

Brown said she was glad to hear there was space on SR 54 for a third lane, and the Mayor noted it was interesting that had not been pursued.

Citizen Gary Mercer asked what plans the City had made for alternate routes during the DLT construction, noting that it would be a great inconvenience for two years or more. Learnard said that was a point well-taken.

MacDuff Parkway

Borkowski related some history: MacDuff Parkway was completed between 2016

and 2019, and there was an agreement with the developer at the time to put in tunnels for multi-use paths. However, that proved to be too expensive, so the City allowed them to install traffic-calming devices (raised intersections) instead.

The new Parkway started at Franklin Ridge Drive in Centennial and ran to the railroad tracks and Senoia Road. At all intersections, there were marked cart crossings or carts were allowed to cross the roads like vehicles in the travel lanes. In some intersections, there was a “refuge area” where carts could stop halfway through the crossing. The stop signs along the Parkway were placed by engineers for the two developers, which sometimes created a conflict because each worked on a separate section.

Engineering did not recommend removing any stop signs; Borkowski stated that would create unsafe situations because drivers had gotten used to them being there. Removing the raised intersections would involve quite a bit of work, such as re-doing drainage and grading. No funding had been earmarked for this.

A resident of St. Simon’s Cove subdivision said he used MacDuff as a bypass around the 54/74 intersection and expected most people coming from the north side to use it when construction on the DLT started. He advised Council to leave the speed bumps. The problem was that there were nine stop signs on MacDuff.

Was that the major concern of people who lived in the area? Learnard asked. He said it was, and agreed that if they reduced that number, traffic flow would improve. A stop sign was needed at Cresswind, but from there south, there were few high-density subdivisions that accessed MacDuff. All the other stop signs could be removed, he told her.

Johnson was incredulous that there were nine stop signs, and the resident said they were all within 2.5 miles; every subdivision had a four-way stop. Would the residents of those subdivisions be upset if they no longer had those stop signs? Learnard mused. Johnson theorized that some subdivisions, such as Everton, had more than one stop sign, so residents could just go to the exit that had a stop sign, if that is what they wanted. It might be a little further, but they would still have a stop sign.

Brown pointed out that, like they had just discussed on Peachtree Parkway, someone could make a right turn out of their subdivision to MacDuff, then make a U-turn.

Another citizen mentioned a concern about southbound 74 traffic that wanted to turn right on Kedron to get onto MacDuff. Brown acknowledged that a lot of people would be using MacDuff when work started on the DLTs.

Johnson listed their options: do nothing or complete a traffic study, design, demo and regrade. Curnow remarked that when looking at re-routing traffic around the

74/54 intersection, they needed to consider the increased volume on MacDuff. That might cause backup into the neighborhoods by default if stop signs were removed. Also, people might start using Willowbend as an alternate. The main problem was there was no other east/west corridor. People would be finding all sorts of go-arounds, but there was not enough traffic on those back roads to design a traffic plan.

Removing the speed tables could interfere with drainage, and they also were a traffic calming device in most cases, Brown said. However, she would support removing some of the stop signs. She thought they had to, but the City needed to figure out which would be best to remove. Curnow said a traffic study could determine the amount of ingress and egress from each development. Right now, he had not been given any direction to look at this corridor. A traffic study would give them numbers to help make a decision.

Ortman mentioned that the stop signs and speed bumps were put in in lieu of tunnels. That is right, Learnard said, they were put in for the safety of golf carts.

Brown asked how long a traffic analysis would take and what would it cost? Could City staff make some sort of assessment without a study? Curnow said he could find out what that would take if that is what Council directed him to do. Johnson said it would be foolish not to look at it, noting she heard a lot of complaints about MacDuff when she was campaigning.

Learnard said she agreed with Johnson. Brown concurred. The Mayor told Curnow Council needed an idea of the cost and timeframe to conduct a study to consider taking out some of the stop signs.

Station 85

Next, Borkowski gave an update on the new fire station that would be constructed on SR 74 South on the site of the old County animal shelter. The property and easement acquisition were complete, and a prototype station layout had been done with the Fire Chief and the architect. Surveying was the next step and was underway. Geotech work was needed, the existing building must be demolished, and all the design work would have to be done.

This was a 2023 SPLOST project, with \$2.5 million allotted. That was not enough based on current prices—the cost would more likely come to \$6 million to \$8 million, Borkowski estimated. Fund balance was a possible source of funding.

Learnard asked Curnow how he reconciled the prioritization of this particular station compared to moving the Peachtree Parkway station, for example, or a fire station on the east or west side. This should be next because of demand, he replied.

ADA

GDOT had told them they must file a transition plan, Borkowski said, and some of the things they needed to include was a written policy on how people with disabilities could file complaints and the City's procedures for how they upgraded their crossings. The idea was to get the policies and procedures in writing.

There was SPLOST money for upgrading paths and roads to be ADA-compliant, but facilities upgrades were not funded, he remarked. Johnson asked if there were any buildings that were not ADA-compliant, and Borkowski said some of the older buildings complied at the time they were built, but if they did renovations, they would have to comply with current standards. He pointed out that City Hall was compliant it was built because there was ADA parking in both the upper and lower areas. However, if a disabled person wanted to go from one level to the other, they would have to get in the car and drive or go through the library and use its elevator.

Brown said they had to do this by law; and Borkowski noted that the transition plan was required by GDOT, and everything with GDOT was tied to access to funding.

Adjourn

There was no further business, and the workshop adjourned at 8:52 p.m.

Martha Barksdale, Recording Secretary

Kim Learnard, Mayor

City Council of Peachtree City
Meeting Minutes
Thursday, February 15, 2024
6:30 PM

Call to Order

The City Council of Peachtree City held its regular monthly meeting on Thursday, February 15, 2024, at City Hall. Mayor Kim Learnard called the meeting to order at 6:30 p.m. Council Members in attendance: Suzanne Brown, Frank Destadio, Clinton Holland, and Laura Johnson.
Meeting Video Link: [Peachtree City City Council Meeting - February 15th, 2024](#)

Pledge of Allegiance and Moment of Silence

Presentation

A. Bronze-level Bicycle Friendly Community

Keith Larson, joined by several dozen other local cyclists, presented the City with a plaque commemorating its designation once again as a Bicycle Friendly Community by the League of American Bicyclists. This was the third renewal at the Bronze level, and Larson said it was obtained by completing a 92-page survey that looked at the bicycle network, public safety measures, and City budget and adopted public policies, among other things. A report card provided ways for the City to move up to Silver level. The Mayor thanked him, saying this designation showed that Peachtree City was always promoting a safe and healthy bicycling experience.

Announcements, Awards, Special Recognition

None

Public Comment

None

Agenda Changes

Minutes

A. January 25 & 26, 2024 City Council Retreat Minutes

Holland moved to approve the January 25 and 26, 2024 City Council Retreat Minutes. Destadio seconded. Motion carried unanimously.

B. February 1, 2024 Regular Meeting Minutes

Holland moved to approve the February 1, 2024, Regular Meeting Minutes and the February 1, 2024, Executive Session Minutes. Johnson seconded. Motion carried 4-0-1 with Destadio abstaining due to his absence from the meeting.

C. February 1, 2024 Executive Session Minutes

Holland moved to approve the February 1, 2024, Executive Session Minutes and the February 1, 2024, Executive Session Minutes. Johnson seconded. Motion carried 4-0-1 with Destadio abstaining due to his absence from the meeting.

Consent Agenda

Brown moved to approve Consent Agenda items A-D. Holland seconded. Motion carried unanimously.

- A. Stormwater Facility Maintenance Agreements for Multiple Private Developments**
- B. Purchase of Rams (extrication equipment) for apparatus (Fire Department)**
- C. Fayette County Development Authority (FCDA) Grant Application- SR 54/Huddleston Intersection Improvement**
- D. Purchase of lighting fixtures for Fred Brown Jr. Amphitheater**

Old Agenda Items

None

New Agenda Items

A. 02-24-03 Resolution to Transmit Proposed Local Amendment to Plumbing Code to DCA (Robin Cailloux)

Planning and Development Director Robin Cailloux explained that Peachtree City was within the Metropolitan North Georgia Water Planning District, one of 11 water planning districts created by the State. They adopted a plan in 2022 to create projects that its members had to implement.

This item was an update of the local plumbing code. To do that, Council must adopt a resolution to the Department of Community Affairs (DCA) and transmit the proposed ordinance modifications to them for a 60-day review. After that, she would return with an adoption motion. Once adopted, the new code would be applied during inspections for new building permits.

A brief summary of what this code did included reducing maximum flow in bathroom and kitchen fixtures, adding water cooling tower efficiency standards, providing minimum standards for landscape irrigation fixtures tied to public water systems (Cailloux noted that irrigation was not required), expanding golf courses' ability to use reclaimed septic wastewater for irrigation, and adding reference to American National Standards Institute (ANSI) water efficiency code as acceptable engineering practices in water system design.

A building code official was present to answer questions, she stated, and staff requested adoption of the resolution to transmit this amendment so the 60-day review period could begin.

Holland wanted to know if this was both a State and a Federal requirement. Cailloux said this was a State requirement, but there might be Federal reasons. Holland said he suspected there were, but he had no objections.

Destadio moved to approve New Agenda item 02-24-03, Resolution to Transmit Proposed Local Amendment to Plumbing Code to DCA. Brown seconded. Motion carried unanimously.

B. 02-24-04 Commemorative Naming Request by Rotary Club of Peachtree City- Frances Meaders Council Chambers (Kim Learnard, Mayor)

Learnard noted that this was not a benefactor request as the agenda stated, but a commemorative request.

The Mayor remarked that Peachtree City was fortunate to still have many of its founders still around, including Frances Meaders, who was the first City Clerk. Meaders and her family moved to Peachtree City in 1972, and Meaders accepted the job the next year. Learnard read a description of what she accomplished and how, under her tenure, Peachtree City grew. Meaders stayed on the job until 1995, serving under four mayors. Her job by then had expanded to be called Director of Administrative Services. She was the first female member of the Peachtree City Rotary Club and remained active in the community in retirement.

The Mayor concluded that if ever there was a city matriarch, it was Frances Meaders. The proposal tonight was to name City Council chambers the Frances Meaders City Council Chambers.

Destadio said he had the privilege of meeting Meaders and called her a wonderful woman.

Holland moved to approve New Agenda item 02-24-04, Benefactor Naming Request by Rotary Club of Peachtree City- Frances Meaders Council Chambers. Destadio seconded. Motion carried unanimously.

C. 02-24-05 Commemorative Naming Request- Ralph N. Jones (Kim Learnard, Mayor)

Learnard said Ralph N. Jones became Peachtree City's second Mayor in 1966 and served until 1969. As Mayor, he purchased the City's first fire truck, began Fire Services, and started the Police Department. He was a founding member of the City's first church, First Presbyterian, in 1966 and remained active throughout his life. He was a member of the Peachtree City Development Authority from 1970 to 1986. He was a founding member of the Peachtree City Rotary Club.

Jones served in the Army and was instrumental in starting Peachtree City's Boy Scout program. He brought Mabie Bell Industries, along with his family, to Peachtree City in 1962 and also operated two Valvoline businesses until 1992.

The proposal to Council was to dedicate a picnic table and monument sign at the Pinecrest boat ramp and rename the ramp the Ralph N. Jones Memorial Boat Ramp. Since the ramp was not named presently, Learnard said this would be creating a new City park. The Mayor suggested they place a condition that this would not exceed \$7,000. She also suggested replacing the bench at the ramp because it was in poor condition.

Destadio moved to approve New Agenda item 2-24-05, naming the Pinecrest Board Ramp the Ralph N. Jones Memorial Boat Ramp with funding not to exceed \$7,000. Johnson seconded. Motion carried unanimously.

Holland said Learnard should get credit for these commemorations because she went to all the Council Members to explain why they were being proposed and to make sure they were all on board.

Public Hearings

None

Council/Staff Topics

A. 54 Reliever Study

The discussion of a SR 54 reliever study was carried over from the previous week's Council workshop. Learnard said Holland had done a lot of research into traffic and transportation issues.

Holland reported there had been four traffic studies since 2001 on several different topics and areas, but there had never been one on the full SR 54 corridor. He stated that this Council had inherited a 20-year mess along SR 54, and it was the most common concern they heard from citizens. He said everyone on Council promised voters they would work on this, and now it was time to start.

He acknowledged that this was a multi-county, complex traffic issue that was a regional problem. This undertaking would be long and hard, Holland stated, and they needed to start now to work with other jurisdictions to fix these traffic issues for future generations.

These issues would need a definitive engineering traffic study that defined expectations for a connectivity working group that Council, with the aid of the City Manager, should start to create with the surrounding municipalities, plus Fayette and Coweta counties. This group would work together on a solution to traffic along the SR 54 corridor with the help of GDOT, the Atlanta Regional Commission (ARC), and other State and Federal agencies. Holland said this was a directive in the Fayette County Comprehensive Transportation Plan from five years ago, but no one had taken any action.

He concluded by saying they could begin by deciding to reach out to the

stakeholders: Fayette County, Coweta County, Fayetteville, Sharpsburg, Peachtree City, and possibly Tyrone and Senoia.

The Mayor asked the Council Members what they thought. Johnson said she would like to know how much a study would cost and how long it would take.

She asked about the term Connectivity Working Group, and Holland said it was in the 2019 Transportation Plan. He thought it should include Fayetteville to Sharpsburg. Johnson asked what the first step should be. The first step, Holland said, and Learnard agreed, was to have the City Manager reach out to those other jurisdictions and see if they were interested.

It was a good idea, and they had talked about it long enough, Destadio remarked. He said they would need full buy-ins from all the entities involved. The Mayor had worked with this a long time, holding meetings with the other parties, but it had never gone beyond the first steps. He said he would be interested in seeing how they would get their buy-in; it took more than them saying they were in, Destadio remarked; they would have to pony up and get involved.

That was true, Holland replied, saying the start would be to get unanimity on this Council. Destadio said he believed they had that; now they had to get the other Councils involved.

Brown remarked that a lot of additional traffic burden had been added to Peachtree's City's traffic with the building of the QTS Data Center and the plans for the soccer center. They might have to look at widening SR 54. Brown stated she was adamant that she did not want to see TDK Boulevard opened to Coweta County because that provided a solution for Coweta at the expense of Peachtree City's traffic. However, there was a lot they could do on SR 54. They might want to reach out to Newnan.

Holland agreed but said they should now focus on Sharpsburg to Fayetteville.

In summary, Learnard said it was fair to say that Council fully supported a Connectivity Working Group. However, Curnow had a lot of projects to get through, including 15 engineering projects mentioned at the last workshop. Budget time was right around the corner, too. She hoped they could identify stakeholders and talk to them about getting together by early summer.

It would be key to identify all the stakeholders and put a plan together that talked about communications, Curnow stated. He believed it was important that the County Commissions have representation. If that is what Council was interested in, they could identify all the stakeholders and come back with a plan.

Destadio said he was sure those stakeholders would want to know a rough cost. Curnow agreed.

B. Senior Tax Exemption

Brown said she wanted to discuss the need to update the senior tax exemption. In 2005, she noted, the citizens of Peachtree City voted to approve municipal tax exemption for property owners 65 or older who had household incomes of \$30,000 or less and who were approved by Fayette County for a homestead exemption. People who met those criteria had to apply for the exemption at City Hall and that process was underway through April 1, Brown stated.

If approved for this local exemption, the assessed value of the home would be lowered by \$5,000 when calculating the Peachtree City portion of the property tax bill. In 2005, that meant the property tax bill would be reduced by about \$34; in 2024, it would be about \$40, and Brown said that amount was not sufficient to meet the goal of relieving the tax burden on senior citizens in today's economy. No adjustments in the amount of the exemption or qualifying income had been made since the passage of the exemption in 2005. Brown said there was no clause that established a percentage annual increase even though cost of living increases in Social Security and other benefits meant that some seniors who would have qualified originally now had incomes too high to qualify. Last year 80 people received the exemption.

Brown said Social Security cost of living data showed that the income limit should have increased to more than \$44,000 and the exemption amount should have been more than \$7,500. Property values had increased at a higher rate than the cost of living, making it more appropriate to raise the exemption a little higher, she remarked, suggesting \$15,000 or \$20,000 off the appraised value of a house. At \$15,000, the resident's Peachtree City tax bill would be reduced by \$150, and it would be \$200 if there was a \$20,000 exemption. With just 80 people qualifying, that would be \$16,000 in reduced revenue; even if four times as many people qualified, it would still be under \$65,000 in reduced taxes.

Brown suggested the exemption be increased to \$20,000 and the household maximum income raised to \$45,000 with an annual increase of \$3,000 to both parameters. This \$3,000 was corrected by Brown to 3% later in the meeting.

She said City Attorney Ted Meeker had sent her the documents relating to the 2005 actions and had explained what they needed to do to get this done. First, Council had to approve a resolution, then run an ad in the newspaper the week before the bill was introduced in the legislature. Once approved by the legislature, Council would have to call for a special referendum on the issue. If approved by referendum, it would become effective January 1, 2025.

Brown said legislative action on a municipal issue could be approved outside the legislative session calendar, and local Reps. Josh Bonner and Karen Mathiak were on board. She would speak with Sens. Marty Harbin and Derrick Jackson if needed.

Brown said she would be willing to help in any way she could to put this to a new vote and wanted to know Council's thoughts.

Destadio verified that only Peachtree City voters could vote in the referendum, and Holland asked what were some potential pitfalls.

Meeker noted that, historically, referendums did not have escalator clauses; the exemption was set at what was voted on. However, if they put this forward to legislative counsel and they blessed it, Council could try. Brown said she believed it had to be a fixed number, and Meeker agreed, saying if they wanted to raise it in the future, they would have to go through the process again. Brown said that is what she wanted to avoid, so it would be nice to put it forward with a 3% escalation each year. Meeker told her he was not sure they could legally do that, but if legislative counsel blessed it, then the voters could decide. However, he had never seen it done before.

Learnard said she would like to learn more, with Holland and Destadio agreeing. Johnson pointed out that she had heard a 3% increase and also \$3,000 increase mentioned. Which was it? Brown said 3%. Would that ever max out? Johnson asked, and how did Brown come up with that number? Brown said she looked at cost of living numbers and the consumer price index, and 3% was about average. She noted, too, there had been a 20% increase in property values.

Johnson asked if the state reps had seen the plan? Brown said they had told her they would support this. Destadio asked if they had seen the whole plan, and Brown told him she had given them the general idea. Destadio said he did not know if the legislators would get behind them 100%, but Meeker pointed out that they were generally responsive on local legislation if a Council was unanimous in its support.

Learnard asked if this would be a referendum in a municipal special election? Yes, Brown said, but it could be done in conjunction with the November general election. Julio said that was correct if Council called a special election at least 90 days prior. However, the City would still have to pay for that special election, which was typically around \$60,000. One concern that had been brought up was two separate voting locations if the election was done separately, Julio continued, saying if they could call for it within 90 days, voting could be done at one location. The cost would still be about \$60,000.

Brown noted that early voting would only have to be held at the Peachtree City Library. Julio said there would still be a cost to the City.

Holland remarked that Curnow had been given several time-intensive tasks that night. Curnow said it was Council's decision if they wanted to prioritize this. He was concerned about time because there were requirements regarding advertising and getting it in front of the legislature. Council also needed to understand there would

be an additional cost of putting on this election.

Learnard asked about waiting, and Julio said if they waited until next year, they could hold the referendum in conjunction with the municipal elections at no additional cost. Crossover day in the legislature was February 29, Meeker said, but there were some exceptions, so he thought they would be okay. However, he advised them to do something no later than the first meeting in March if they wanted to proceed this year.

This looked like a great project for next year, Learnard said. That would give them time to run the numbers and minimize the impact on staff. She agreed that this needed to be considered but was hesitant about paying \$60,000 for a special election when they could get it done next year at no additional cost.

Holland said he supported the concept but agreed that it would be best to put it on next year's agenda. Destadio concurred. Brown noted that the numbers would be higher next year, and the Mayor acknowledged that was true.

C. 9:30 a.m. City Council meetings

Learnard observed that many people did not have time to attend evening Council meetings, so they were considering moving the second meeting of every month to 9:30 a.m., starting Thursday, April 18. Holland said they would try this out and see what kind of response they got before they made it permanent.

Executive Session

Holland moved to adjourn to executive session at 7:22 p.m. to discuss threatened or pending litigation and the purchase, sale, or lease of real estate. Brown seconded. Motion carried unanimously.

Destadio moved to reconvene in regular session at 7:34 p.m. Brown seconded. Motion carried unanimously.

Adjourn

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

The meeting adjourned at 7:34 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: Cathy Wilder, Recreation 2/27/2024
Paul Salvatore, Finance Director 2/27/2024
Justin Strickland, Assistant City Manager 3/1/2024
Robert Curnow, City Manager 3/1/2024

DATE: March 7, 2024

SUBJECT: FY24 Budget Amendment- Father/Daughter Dance Sponsorships

Recommendation:

Approve the budget amendment for the acceptance of two sponsorships toward the Recreation Non-Support Program – Father/Daughter Dance.

Discussion:

Staff received a Presenting Sponsorship from Mahaffey and Linkous Orthodontics in the amount of \$1,000 and a Supporting Sponsorship from Au Pair in America in the amount of \$500 towards the Father/Daughter Dance.

The attached budget amendment accepts the \$1,500 in sponsorship and budgets for the expense in the recreation non-support programs.

Budget Impact:

The proposed budget amendment will increase both revenues and expenditures in the General Fund by \$1,500.

Attachments:

1. Budget Amendments for FY2024 -Sponsorship Father Daughter Dance

[illegible]

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Robert Curnow, City Manager

FROM: David Borkowski, City Engineer 2/28/2024
Justin Strickland, Assistant City Manager 3/1/2024
Robert Curnow, City Manager 3/1/2024

DATE: March 7, 2024

SUBJECT: Chick-fil-A Southside Stormwater Facility Maintenance Agreement

Recommendation:

Authorize the Mayor to execute the attached Stormwater Management Facility Maintenance Agreement with Chick-fil-A Inc.

Discussion:

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

Chick-fil-A Inc. has submitted their agreement to the City and staff recommends signing the agreement in accordance with our ordinance.

Budget Impact:

There is no budget impact with this item.

Attachments:

1. Chick-Fil-A South SW Maint Agreement

Record and return to:

Cinnamon Mack
City of Peachtree City
209 McIntosh Road
Peachtree City, Georgia 30269

STORMWATER MANAGEMENT FACILITY MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this day of Oct, 2023, by and between Chick-fil-A Inc., a Georgia resident (hereinafter called the "Landowner") and **PEACHTREE CITY, GEORGIA** (hereinafter called the "City").

WITNESSETH, that WHEREAS, the Landowner is the owner of certain real property described as See the attached "Exhibit D", as recorded by deed in the land records of Fayette County, Georgia, Deed Book 2994, Page 448 (hereinafter called the "Property");

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

WHEREAS, the Site Plan/Subdivision Plan known as "Chick-fil-A Southside", dated 6/15/23, and approved by the City on 2/6/24 (hereinafter called the "Plan"), which is expressly made a part hereof, as approved or to be approved by the City, provides for management of stormwater, as indicated, within the confines of the Property;

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

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

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

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

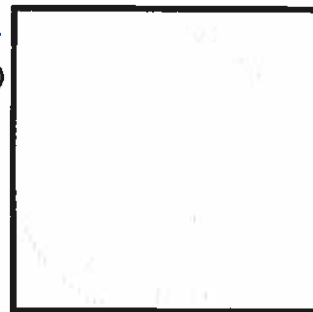
3. The Landowner, its successors and assigns, shall inspect the stormwater management facility and submit an inspection report annually. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure,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

WITNESS the following signatures and seals:

Signed, sealed and delivered
in the presence of:



[Signature] (Corp. Seal if applicable)
(Owner Signature)
Ryan Swinford - Chick-fil-A
(Owner Printed Name & Company Name)
Director



Signed, sealed and delivered
in the presence of:

Witness

Notary Public

My commission expires: _____

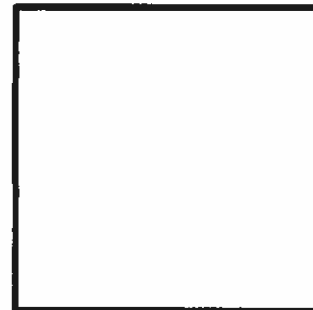
PEACHTREE CITY, GEORGIA

By: _____

Name: _____

Title: _____

(Seal)



Maintenance Facility Contact Information: (Please print or type)

CHICK-FIL-A, INC. C/O REX POWELL

Name

5200 BUFFINGTON ROAD

Address

ATLANTA, GA 30349

City/State/Zip

(404) 822-2568

Telephone Number

REXPOWELL@CFACORP.COM

E-mail address

EXHIBIT "D"

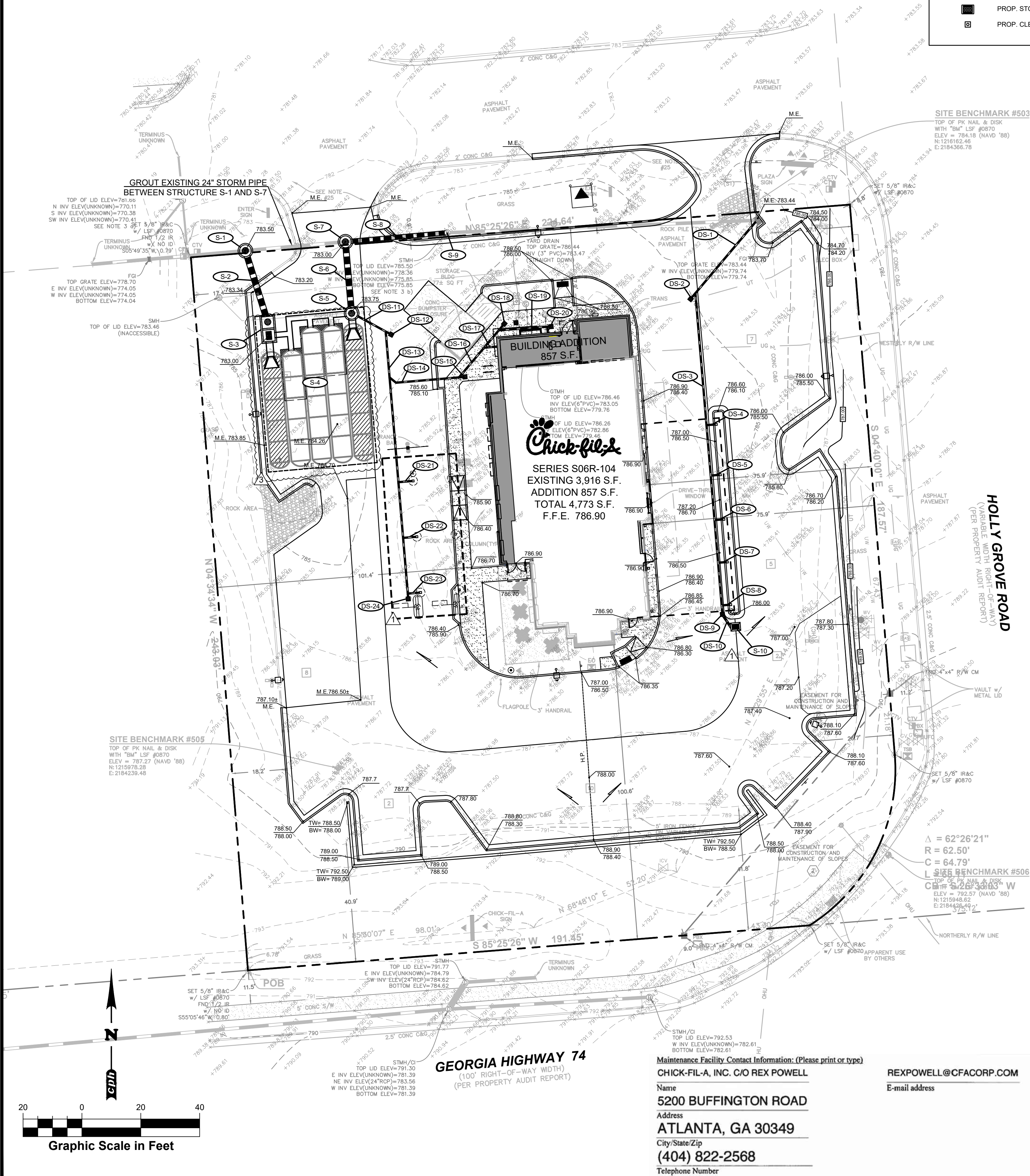
CORNER PARCEL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 29, 6TH DISTRICT, CITY OF PEACHTREE CITY, FAYETTE COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE COMMON CORNER OF LAND LOTS 18, 19, 28 AND 29; THENCE ALONG THE EAST LINE OF LAND LOT 29 S00 27'05"E 1694.19 FEET TO A POINT; THENCE N89 20'23"W 734.89 FEET TO AN IRON PIN; THENCE S00 38'16"W 377.14 FEET TO AN IRON PIN ON THE NORTHERLY RIGHT-OF-WAY OF GEORGIA HIGHWAY 74 (100 FT. RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY S85 25'26"W 566.57 FEET TO A POINT BEGINNING THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID RIGHT-OF-WAY OF GEORGIA HIGHWAY 74 N04 34'34"W 243.03 FEET TO A POINT; THENCE N85 25'26"E 224.64 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF HOLLY GROVE RD. S04 40'00"E 187.57 FEET TO A POINT; THENCE ALONG SAID RIGHT-OF-WAY FOLLOWING THE CURVATURE THEREOF ALONG A CURVE TO THE RIGHT AN ARC DISTANCE OF 68.11 FEET, SAID CURVE HAVING A RADIUS DISTANCE OF 62.50 AND BEING SUBTENDED BY A CHORD OF S26 33'03"W 64.79 FEET TO THE NORTHERLY RIGHT-OF-WAY OF GEORGIA HIGHWAY 74 (100 FT. RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY OF GEORGIA HIGHWAY 74 S85 25'26"W 191.45 FEET TO A POINT BEING THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINS 1.242 ACRES, AND IS MORE FULLY SHOWN AS TRACT 3A ON AN ALTA/ACSM LAND TITLE SURVEY FOR COLUMBIA PROPERTIES PARTNER VII, LLC, LAWYERS TITLE INSURANCE CORPORATION, JEFFERSON PILOT FINANCIAL INSURANCE COMPANY AND BUCKHEAD TITLE & ABSTRACT COMPANY, INC., BY BARTON SURVEYING, INC., DATED 11-26-01, LAST REVISED 01-28-02.

Approved Site Plan



LEGEND

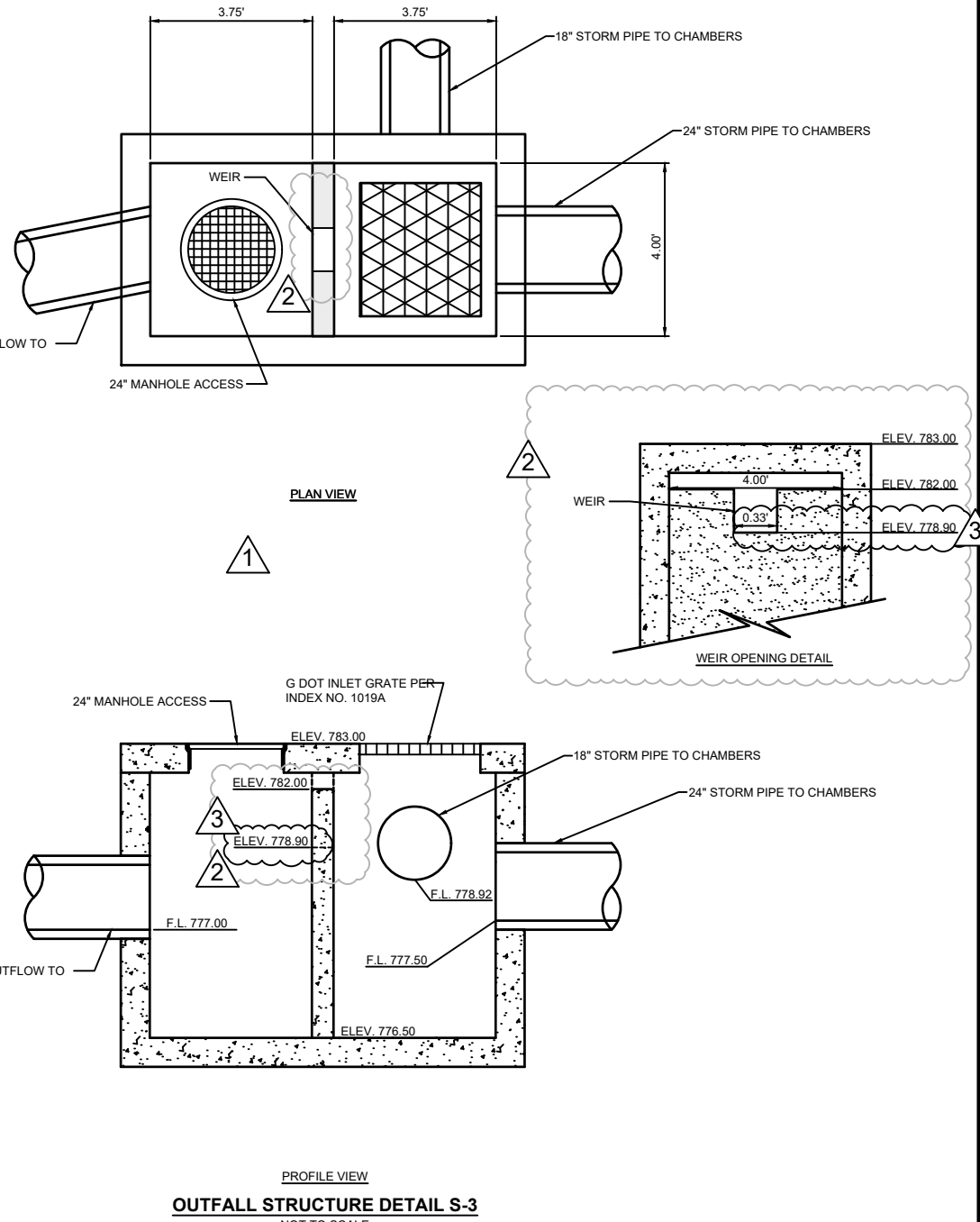
- XXX PROPOSED TOP OF CURB ELEV.
PROPOSED PAVEMENT ELEV.
- XXX PROPOSED PAVEMENT ELEV.
- XXX PROPOSED TOP OF SIDEWALK ELEV.
- M.E. MATCH EXISTING PAVEMENT /
BOTTOM OF CURB ELEV.
- H.P. PROPOSED HIGH POINT
- PROP. DRAINAGE FLOW DIRECTION
- PROP. STORM PIPE
- PROP. STORM INLET
- PROP. CLEAN OUT

PROPOSED DOWNSPOUT STORM SEWER SCHEDULE

- DS-1 35' - 6" STORM PIPE @ 1.00%
CONNECT TO EXISTING STRUCTURE @ F.L. 780.00
GROUT SEAL TO ENSURE WATER TIGHT CONNECTION
- DS-2 6" WYE W/ CLEANOUT, F.L. 780.35
- DS-3 110' - 6" STORM PIPE @ 1.00%
- DS-4 CANOPY DOWNSPOUT SUBSURFACE CONNECTION W/ 6" PVC @
1.00% MIN. SLOPE TO 6" WYE (CONTRACTOR TO FIELD VERIFY
PIPE CONNECTION REQUIREMENTS) RE. TO ARCHM/P PLANS
- DS-5 CANOPY DOWNSPOUT SUBSURFACE CONNECTION W/ 6" PVC @
1.00% MIN. SLOPE TO 6" WYE (CONTRACTOR TO FIELD VERIFY
PIPE CONNECTION REQUIREMENTS) RE. TO ARCHM/P PLANS
- DS-6 CANOPY DOWNSPOUT SUBSURFACE CONNECTION W/ 6" PVC @
1.00% MIN. SLOPE TO 6" WYE (CONTRACTOR TO FIELD VERIFY
PIPE CONNECTION REQUIREMENTS) RE. TO ARCHM/P PLANS
- DS-7 CANOPY DOWNSPOUT SUBSURFACE CONNECTION W/ 6" PVC @
1.00% MIN. SLOPE TO 6" WYE (CONTRACTOR TO FIELD VERIFY
PIPE CONNECTION REQUIREMENTS) RE. TO ARCHM/P PLANS
- DS-8 CANOPY DOWNSPOUT SUBSURFACE CONNECTION W/ 6" PVC @
1.00% MIN. SLOPE TO 6" WYE (CONTRACTOR TO FIELD VERIFY
PIPE CONNECTION REQUIREMENTS) RE. TO ARCHM/P PLANS
- DS-9 6" WYE W/ CLEANOUT, F.L. 781.45
- DS-10 5' - 8" PVC STORM PIPE @ 1.00% Δ
- DS-11 11' - 6" STORM PIPE @ 1.36% Δ CONNECT TO PROPOSED
MANHOLE @ 778.70±
- DS-12 6" WYE W/ CLEANOUT, F.L. 778.75
- DS-13 90' - 6" STORM PIPE @ 1.00%
- DS-14 25' - 6" STORM PIPE @ 1.00%
- DS-15 6" WYE W/ CLEANOUT, F.L. 779.20
- DS-16 23' - 6" STORM PIPE @ 1.08%
- DS-17 ROOF DRAIN DOWNSPOUT SUBSURFACE CONNECTION
W/ 6" PVC @ 1.00% MIN. SLOPE TO 6" WYE (CONTRACTOR
TO FIELD VERIFY PIPE CONNECTION REQUIREMENTS)
RE. TO ARCHM/P PLANS
- DS-18 6" WYE W/ CLEANOUT, F.L. 779.45
- DS-19 18' - 6" STORM PIPE @ 1.11%
- DS-20 ROOF DRAIN DOWNSPOUT SUBSURFACE CONNECTION
W/ 6" PVC @ 1.00% MIN. SLOPE TO 6" WYE (CONTRACTOR
TO FIELD VERIFY PIPE CONNECTION REQUIREMENTS)
RE. TO ARCHM/P PLANS
- DS-21 CANOPY DOWNSPOUT SUBSURFACE CONNECTION W/ 6" PVC @
1.00% MIN. SLOPE TO 6" WYE (CONTRACTOR TO FIELD VERIFY
PIPE CONNECTION REQUIREMENTS) RE. TO ARCHM/P PLANS
- DS-22 CANOPY DOWNSPOUT SUBSURFACE CONNECTION W/ 6" PVC @
1.00% MIN. SLOPE TO 6" WYE (CONTRACTOR TO FIELD VERIFY
PIPE CONNECTION REQUIREMENTS) RE. TO ARCHM/P PLANS
- DS-23 CANOPY DOWNSPOUT SUBSURFACE CONNECTION W/ 6" PVC @
1.00% MIN. SLOPE TO 6" WYE (CONTRACTOR TO FIELD VERIFY
PIPE CONNECTION REQUIREMENTS) RE. TO ARCHM/P PLANS
- DS-24 6" WYE W/ CLEANOUT, F.L. 779.75

PROPOSED STORM SYSTEM NOTES

- ALL PIPES IN LEGEND SPECIFIED AS "STORM PIPE" SHALL BE SELECTED FROM THE
FOLLOWING:
RCP PIPE SHALL COMPLY WITH ASTM C76
ERCP PIPE SHALL COMPLY WITH ASTM C507
HDPE PIPE SHALL COMPLY WITH ASTM 3350
PVC PIPE SHALL COMPLY WITH ASTM 3034, SDR 35
- FOR INLET BOTTOMS & SUPPLEMENTAL DETAILS SEE GDOT DESIGN STANDARDS
MANUAL.
- ALL DRAINAGE STRUCTURES, INCLUDING CLEAN-OUTS, SHALL BE INSTALLED WITH
TRAFFIC BEARING GRATES, TOPS, RINGS AND COVERS, ETC. AS APPLICABLE.
- ALL PROPOSED INLET GRATES SHALL BE H20 TRAFFIC BEARING RETICULINE STEEL.
- ALL RCP PIPE JOINTS SHALL BE BELL & SPIGOT TYPE WITH A RUBBER GASKET CONFORMING
TO ASTM C-443. THE PIPE SHALL BE MANUFACTURED IN ACCORDANCE WITH AASHTO M-170
AND/OR ASTM C-76. CLASS OF PIPE AND WALL THICKNESS SHALL BE IN ACCORDANCE WITH
1050-D, GEORGIA DOT SPECIFICATION, TABLE NO. 1. INSTALLATION SHALL BE IN ACCORDANCE
WITH SECTION 550 OF THE GEORGIA DOT STANDARD SPECIFICATIONS, CONSTRUCTION OF
ROADS AND BRIDGES.
- PIPE CROSSING AT THIS LOCATION HAS BEEN CALCULATED TO BE LESS THAN 12"
CLEARANCE. CONTRACTOR SHALL TAKE THE NECESSARY PRECAUTIONS TO ENSURE
JOINTS/BELLS DO NOT ALIGN VERTICALLY AT CROSSING POINT AND SAID JOINTS HAVE
AT LEAST 2 FEET HORIZONTAL CLEARANCE FROM CROSSING POINT.



GENERAL GRADING NOTES

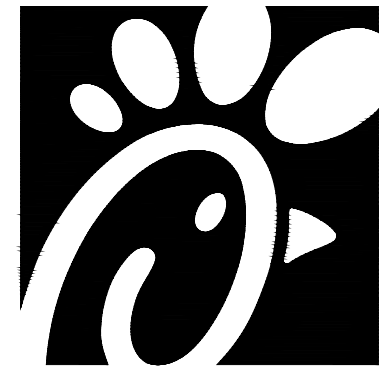
- PRIOR TO ANY DEMOLITION OR CONSTRUCTION ACTIVITY THE CONTRACTOR SHALL
INSTALL EROSION AND SEDIMENTATION CONTROL MEASURES SHOWN ON PLANS. AS
CONSTRUCTION PROGRESSES, THE CONTRACTOR SHALL PERIODICALLY CHECK THE
SEDIMENTATION CONTROLS AND REPAIR THEM AS NECESSARY TO KEEP THEM IN
GOOD FUNCTIONING ORDER. THE CONTRACTOR SHALL ALSO PROTECT INLETS AND
OTHER SITE APPURTENANCES FROM SEDIMENTATION USING PROTECTION AS
DETAILED IN THE PLANS.
- THE CONTRACTOR SHALL CONDUCT GROUND STABILIZING MEASURES (PAVING,
GRASSING, MULCHING AND SODDING) AS SOON AS PRACTICABLE FOLLOWING FINAL
GRADING OF THE SITE.
- FOLLOWING COMPLETION OF CONSTRUCTION AND COMPLETED STABILIZATION OF
POTENTIAL EROSION AREAS, THE CONTRACTOR SHALL REMOVE SEDIMENTATION
CONTROL MEASURES AND CLEAN AND REPAIR ANY AREAS AFFECTED BY THE
CONSTRUCTION ACTIVITIES. ANY SILTATION IN THE STORMWATER SYSTEM SHALL BE
COMPLETELY FLUSHED PRIOR TO CERTIFICATION OF COMPLETION.
- HAVING CONSULTED THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE
RATE MAP (FIRM) COMMUNITY PANEL NO. 13113C0133E, CITY OF PEACHTREE CITY,
REVISED DATE SEPTEMBER 26, 2008, THE SUBJECT PROPERTY APPEARS TO LIE IN
ZONE X, WHICH ARE AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE
FLOOD (NAVD '88). THIS DETERMINATION WAS BASED ON A GRAPHIC INTERPOLATION
OF SAID MAP AND NOT ON ACTUAL FIELD MEASUREMENTS.
- CONTRACTOR SHALL FIELD VERIFY EXISTING AND SURROUNDING DEVELOPMENT
GRADES AND CONTACT ENGINEER IF ANY DISCREPANCIES EXIST PRIOR TO
CONSTRUCTION.
- CONTRACTOR SHALL VERIFY POSITIVE DRAINAGE FLOW AWAY FROM BLDG. AND THAT A
MINIMUM SLOPE OF AT LEAST 1% IN THE DIRECTION OF DRAINAGE FLOW INDICATED
CAN BE ACHIEVED.
- PROPOSED CONCRETE SIDEWALKS AND CROSSWALKS SHALL NOT EXCEED ADA
PEDESTRIAN ACCESS ROUTE REQUIREMENTS OF 5% MAX. LONGITUDINAL SLOPE & 2%
MAX. CROSS SLOPE
- PROPOSED HANDICAP PARKING SPACES SHALL NOT EXCEED 2% SLOPE IN ANY
DIRECTION.
- 0.5' STEP RISE IN ELEVATION SHALL NOT BE EXCEEDED WHERE EXISTING SIDEWALK IS
TO REMAIN AND NEW CURB & PAVEMENT IS TO BE CONSTRUCTED ABUTTING.
CONTRACTOR SHALL FIELD VERIFY EXISTING SIDEWALK ELEVATIONS AND NOTIFY
ENGINEER IF CONFLICTS ARE DETERMINED.

PROPOSED STORM SEWER SCHEDULE

- S-1 INSTALL MANHOLE 4' DIAMETER
TOP = 783.50
W.F.L. = 774.60 (24' EXISTING)
S.F.L. = 776.85 (18')
EXISTING PIPES TO CONNECT TO PROPOSED STRUCTURE.
GROUT SEAL TO ENSURE WATER TIGHT CONNECTION
- S-2 20' - 18" ADS N-12 STORM PIPE @ 0.75%
- S-3 OUTFALL STRUCTURE (SEE DETAIL THIS SHEET)
TOP = 783.20
N.F.L. = 777.00 (18')
S.F.L. = 777.42 (24')
E.F.L. = 778.92 (18')
- S-4 STORMTECH CHAMBER SYSTEM (SEE DETAILS, SHEET C-3.2)
100 YR STAGING HEIGHT = 780.88
- S-5 INSTALL MANHOLE 4' DIAMETER
TOP = 783.75
N.F.L. = 777.60 (18')
S.F.L. = 777.42 (24')
S.E.F.L. = 778.70 (6')
W.F.L. = 778.92 (18')
- S-6 20' - 18" ADS N-12 STORM PIPE @ 0.75%
- S-7 INSTALL MANHOLE 4' DIAMETER
TOP = 783.00
E.F.L. = 777.85 (24')
S.F.L. = 777.75 (18')
- S-8 38' - 18" ADS N-12 STORM PIPE @ 0.47%
- S-9 EXISTING MANHOLE
TOP = 785.50
CORE BORE AND CONNECT TO EXISTING MANHOLE
W.F.L. = 778.00
E.F.L. = 775.36 (18' EXISTING)
GROUT SEAL EXISTING CONNECTION W.F.L. = 775.85
GROUT BOTTOM OF INLET TO ELEVATION 777.00
- S-10 GRATE INLET
TOP = 786.00
W.F.L. = 781.60

MC-3500 STORMTECH CHAMBER
INSPECTION & MAINTENANCE

- STEP 1) INSPECT ISOLATOR ROW PLUS FOR SEDIMENT
- INSPECTION PORTS (IF PRESENT)
 - REMOVE/OPEN LID ON NYLOPLAST INLINE DRAIN
 - REMOVE AND CLEAN FLEXSTORM FILTER IF INSTALLED
 - USING A FLASHLIGHT AND STADIA ROD, MEASURE DEPTH OF
SEDIMENT AND RECORD ON MAINTENANCE LOG
 - LOWER A CAMERA INTO ISOLATOR ROW PLUS FOR VISUAL
INSPECTION OF SEDIMENT LEVELS (OPTIONAL)
 - IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF
NOT, PROCEED TO STEP 3
 - ALL ISOLATOR PLUS ROWS
 - REMOVE COVER FROM STRUCTURE AT UPSTREAM END OF
ISOLATOR ROW PLUS
 - USING A FLASHLIGHT, INSPECT DOWN THE ISOLATOR ROW PLUS
THROUGH OUTLET PIPE
 - MIRRORS ON POLES OR CAMERAS MAY BE USED TO AVOID A
CONFINED SPACE ENTRY
 - FOLLOW OSHA REGULATIONS FOR CONFINED SPACE ENTRY IF
ENTERING MANHOLE
 - IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2 OF
NOT, PROCEED TO STEP 3
- STEP 2) CLEAN OUT ISOLATOR ROW PLUS USING THE JETVAC PROCESS
- A FIXED CULVERT CLEANING NOZZLE WITH REAR FACING SPREAD OF 45"
(1.1 m) OR MORE IS PREFERRED
 - APPLY MULTIPLE PASSES OF JETVAC UNTIL BACKFLUSH WATER IS
CLEAN
 - VACUUM STRUCTURE SUMP AS REQUIRED
- STEP 3) REPLACE ALL COVERS, GRATES, FILTERS, AND LIDS; RECORD OBSERVATIONS
AND ACTIONS
- STEP 4) INSPECT AND CLEAN BASINS AND MANHOLES UPSTREAM OF THE STORMTECH
SYSTEM
- NOTES:
- INSPECT EVERY 6 MONTHS DURING THE FIRST YEAR OF OPERATION. ADJUST THE
INSPECTION INTERVAL BASED ON PREVIOUS OBSERVATIONS OF SEDIMENT
ACCUMULATION AND HIGH WATER ELEVATIONS.
 - CONDUCT JETTING AND VACUUMING ANNUALLY OR WHEN INSPECTION SHOWS THAT
MAINTENANCE IS NECESSARY.



Chick-fil-A

Chick-fil-A
5200 Buffington Road
Atlanta, Georgia
30349-2998

cph
www.cphcorp.com
Building Better
Communities Together

500 West Fulton Street
Sanford, FL 32771
Ph: 407.322.6841

Plans Prepared By:
CPL, LLC
A Full Service A & E Firm

JASON L. TOOLE, P.E.
PE037823
SGWCC #68203

This item has been digitally signed and sealed by Jason L. Toole,
P.E. on the date adjacent to the seal. Printed copies of this
document are not considered signed and sealed and the
signature must be verified on any electronic copies.

CHICK-FIL-A
STARRS MILL
1222 HIGHWAY 74 S
PEACHTREE CITY, GA
30269

FSR#01982

BUILDING TYPE / SIZE: S06R
RELEASE: vX.YY.MM

REVISION SCHEDULE

NO.	DATE	DESCRIPTION
1	11/16/23	PER CITY COMMENTS
2	12/12/23	DOWNSIDE ANALYSIS 12-12-23
3	1/16/24	DOWNSIDE ANALYSIS 1-16-24

CONSULTANT PROJECT # C29169
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DATE 6/15/2023
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GRADING PLAN

SHEET NUMBER

C-3.0

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Robert Curnow, City Manager

FROM: David Borkowski, City Engineer 2/28/2024
Justin Strickland, Assistant City Manager 3/1/2024
Robert Curnow, City Manager 3/1/2024

DATE: March 7, 2024

SUBJECT: Chick-fil-A Kedron Stormwater Facility Maintenance Agreement

Recommendation:

Staff recommends that City Council authorize the Mayor to execute the attached Stormwater Management Facility Maintenance Agreement with Chick-fil-A Inc.

Discussion:

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

Chick-fil-A Inc. has submitted their agreement to the City and staff recommends signing the agreement in accordance with our ordinance.

Budget Impact:

There is no budget impact with this item.

Attachments:

1. CFA Kedron SW Agreement

Record and return to:

Cinnamon Mack
City of Peachtree City
209 McIntosh Road
Peachtree City, Georgia 30269

STORMWATER MANAGEMENT FACILITY MAINTENANCE AGREEMENT

THIS STORMWATER MANAGEMENT FACILITY MAINTENANCE AGREEMENT (this “**Agreement**”), made and entered into this __ day of February, 2024, by and between **CHICK-FIL-A, INC.**, a Georgia corporation (hereinafter called the “**Landowner**”) and **PEACHTREE CITY, GEORGIA** (hereinafter called the “**City**”).

WITNESSETH, that WHEREAS, the Landowner is the owner of certain real property located in the City of Peachtree, Fayette County, Georgia, as more particularly described under Exhibit “A” attached hereto, being the same property conveyed to Landowner through that certain Limited Warranty Deed recorded in the land records of Fayette County, Georgia, Deed Book 4647, Page 417 (hereinafter called the “**Property**”);

WHEREAS, the Landowner is proceeding to build on and develop a portion of the Property as shown on the Plan (defined below);

WHEREAS, the Site Plan/Subdivision Plan known as “Chick-fil-A Kendron Village FSU #2007,” dated October 10, 2023, and approved by the City (hereinafter called the “**Plan**”), a copy of which is attached hereto under Exhibit “B”, is expressly made a part hereof and provides for management of stormwater, as indicated, within the confines of the Property;

WHEREAS the City and the Landowner, its successors and assigns, including any office park or industrial park association, agree that the health, safety, and welfare of the residents of Peachtree City, Georgia, require that on-site stormwater management facilities (the “**Facilities**”) be constructed and maintained on the Property in accordance with the Plan and the provisions of this Agreement; and

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

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

1. The Facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. The Landowner, its successors and assigns, including any office park or industrial park association, shall adequately maintain the Facilities in accordance with the provisions of this Agreement. Such adequate maintenance includes all pipes, channels or other conveyances built to convey stormwater to the Facilities, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. As used herein, the phrase “adequate maintenance” means maintaining the Facilities in good working condition so that the Facilities are performing their design functions; provided, however, that this Agreement is only intended to ensure the adequate maintenance of the Facilities and shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or be caused by stormwater runoff. The Stormwater Structural Control Maintenance Checklists found in the latest edition of the *Georgia Stormwater Management Manual* are to be used to establish what constitutes “good working condition,” under this Agreement.

3. The Landowner, its successors and assigns, shall inspect the Facilities and submit to the City, Attn: Lora Hooks and David Borkowski, City of Peachtree City, 153 Willowbend Road, Peachtree City, Georgia 30269 (lhooks@peachtree-city.org) (dborkowski@peachtree-city.org) an inspection report annually. The purpose of the inspection is to assure the adequate maintenance of the Facilities in accordance with the provisions of this Agreement. The inspection shall cover the entire Facilities, including, but not limited to, berms, outlet structure, pond areas, access roads, etc., as applicable. Deficiencies shall be noted in the inspection report.
4. Subject to the provisions of Sections 5 and 7 below, the Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Facilities Area (as defined below) and to inspect the Facilities whenever the City deems reasonably necessary; provided, however, that whenever reasonably possible, the City shall provide notice to Landowner prior to such entry. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints. The City shall provide the Landowner, at 5200 Buffington Road, Atlanta, GA 30349, Attn: Legal Department – Existing Real Estate, cfalegalnotice@chick-fil-a.com, and its successors and assigns when applicable, copies of the inspection findings and a directive to commence with the repairs if necessary.
5. In the event the Landowner, its successors and assigns, fails to adequately maintain the Facilities in accordance with the provisions of this Agreement, the City may enter upon the portion of the Property where the Facilities are located and the paved portions of the Property immediately adjacent to the Facilities, as same exist from time to time (collectively, the “**Facilities Area**”), and take whatever steps reasonably necessary to correct deficiencies identified in the inspection report and to charge the reasonable costs of such repairs to the Landowner, its successors and assigns as provided in Section 7 below. Prior to the City exercising its rights set forth in the immediately preceding sentence, the City shall give the Landowner written notice of the deficiencies identified in the inspection report, along with a copy of the inspection report, so as to allow Landowner to take the necessary corrective action. Such corrective action shall be completed by Landowner within thirty (30) days after the Landowner’s receipt of such notice and a copy of the inspection report. In the event that the Landowner cannot complete such corrective action within the 30-day period, or such corrective action cannot reasonably be completed within the 30-day period, the Landowner shall provide the City a schedule for completion, which schedule must be reasonably approved by the City. This Section shall not be construed to allow the City to erect any structure of permanent nature on the Property outside of the area where the Facilities are located. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair the Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.
6. The Landowner, its successors and assigns, will adequately maintain the Facilities; provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or be caused by stormwater runoff. In the event a maintenance schedule for the Facilities (including sediment removal) is outlined on the Plan (as may be modified and approved by the City), the schedule will be followed.
7. In the event the City, pursuant to this Agreement, performs work due to Landowner’s failure to comply with the obligations set forth in this Agreement, the City will conduct its activities upon the Facilities Area in a manner reasonably calculated to minimize the disturbance to occupants of the Property and the business being operated thereon, and the City will repair and replace any damage to the Property caused solely by its activities upon the Facilities Area. If the City expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the City, within thirty (30) day after receipt of copies of invoices or receipts for such costs, for all reasonable, actual, out-of-pocket costs incurred by the City in connection with adequately maintaining the Facilities in accordance with the provisions of this Agreement.

8. This Agreement imposes no liability of any kind whatsoever on the City and the Landowner agrees to indemnify and hold the City harmless from any liability in the event Landowner fails to adequately maintain the Facilities in accordance with the provisions of this Agreement, except to the extent such failure is caused by the negligence or willful misconduct of the City or any of its agents, employees, or contractors.
9. This Agreement shall be recorded among the land records of Fayette County, Georgia, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any office park or industrial park association.

WITNESS the following signatures and seals:

Signed, sealed and delivered
in the presence of:

CHICK-FIL-A, INC.

Hannahlee Walker
Witness Hannahlee Walker

Bennie K. McDonald
Notary Public

[Signature]

James R. Sasser, Director
(Printed Name and Title) Existing Restaurants

My Commission Expires: 07/09/27



Signed, sealed and delivered
in the presence of:

PEACHTREE CITY, GEORGIA

Witness

Notary Public

(Printed Name and Title)

My Commission Expires: _____

Maintenance Facility Contact Information: (Please print or type)

Chick-fil-A, Inc. c/o Rex Powell
5200 Buffington Road
Atlanta, Georgia 30349
(404) 822-2568
Rex.powell@cfacorp.com

EXHIBIT "A"

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 135, 7TH LAND DISTRICT, CITY OF PEACHTREE CITY, FAYETTE COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE A 1/2" REBAR W/CAP FOUND AT THE INTERSECTION OF THE EASTERN RIGHT-OF-WAY OF GA. HWY 74 (VARIABLE R/W) AND THE SOUTHERN RIGHT-OF-WAY OF N. PEACHTREE PKWY. (130' R/W); THENCE WITH SAID RIGHT-OF-WAY OF N. PEACHTREE PKWY. S 84°08'43" E A DISTANCE OF 243.27' TO A 1/2" REBAR W/ CAP FOUND; THENCE LEAVING SAID RIGHT-OF-WAY S 05°52'01" W A DISTANCE OF 156.97' TO A 1/2" REBAR W/ CAP FOUND; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 91.29', WITH A RADIUS OF 125.00', WITH A CHORD BEARING OF S 26°48'03" W, WITH A CHORD LENGTH OF 89.28', TO A 1/2" REBAR W/ CAP FOUND; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 134.01', WITH A RADIUS OF 575.98', WITH A CHORD BEARING OF S 41°06'26" W, WITH A CHORD LENGTH OF 133.71', TO A 1/2" REBAR W/ CAP FOUND; THENCE N 63°19'21" W A DISTANCE OF 291.40' TO A 1/2" SOLID FOUND ALONG THE EASTERN RIGHT-OF-WAY OF GA HWY. 74 (VARIABLE R/W); THENCE WITH SAID RIGHT-OF-WAY N 35°11'22" E A DISTANCE OF 282.13' TO A 1/2" REBAR W/ CAP FOUND, SAID PIN BEING THE TRUE POINT OF BEGINNING.

SAID PARCEL HAVING AN AREA OF 93349.3 SQUARE FEET/2.14 ACRES.

EXHIBIT “B”

PLAN

Attached

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Robert Curnow, City Manager

FROM: Clint Murphy, Fire Chief 2/29/2024
Justin Strickland, Assistant City Manager 3/1/2024
Robert Curnow, City Manager 3/1/2024

DATE: March 7, 2024

SUBJECT: 2024 Statewide Mutual Aid Agreement – GEMA/Homeland Security

Recommendation:

Authorize the Mayor, City Manager and designated staff members to sign the updated State of Georgia Mutual Aid and Assistance Agreement.

Discussion:

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended, gives local governments of the state the authority to make agreements for mutual aid assistance in emergencies. Establishing such agreements for mutual aid assistance in advance of emergencies helps to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance. The last approval by the Council of this agreement was on May 21, 2020.

Budget Impact:

This agreement should have no budget impact unless there is a statewide disaster or other emergency occurs.

Attachments:

1. Statewide Mutual Aid Agreement 2024

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: _____

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2028. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

Chief Executive Officer - Signature

Chief Executive Officer – Print Name

County/Municipality: _____

Date:_____/_____/_____

GEMA/HS Director – Signature

GEMA/HS Director – Print Name

Date:_____/_____/_____

APPENDIX A
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the “Authorized Representative(s)” for _____(county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above-named county/municipality:

Print Name

Job Title/Position

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Chief Executive Officer - Signature

Date:_____/_____/_____

Chief Executive Officer – Print Name

APPENDIX B
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the “designated fiscal officer(s)” for _____

(county/municipality) for the purpose of reimbursement sought for mutual aid:

Print Name

Job Title/Position

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Chief Executive Officer - Signature

Date: _____/_____/_____

Chief Executive Officer – Print Name

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Robert Curnow, City Manager

FROM: Paul Salvatore, Finance Director 2/26/2024
Justin Strickland, Assistant City Manager 3/1/2024
Robert Curnow, City Manager 3/1/2024

DATE: March 7, 2024

SUBJECT: 03-24-01 Approve purchase contract for property located at 102 Guthrie Way, Peachtree City, GA 30269.

Recommendation:

Approve purchase contract for property located at 102 Guthrie Way, Peachtree City, GA 30269.

Discussion:

The purchase of this property is intended to fill the current and future need for our Police Department operations and to provide for a dedicated Emergency Operations Center. Staff has been developing plans to expand our Police Department building over the past three years with various options being considered and conceptualized. The purchase of this property will solve current and future needs of the Police Department for decades to come via additional office and meeting space, plus providing a robust training facility complete with a fully functioning gun range. Upon entering into the contract, staff will evaluate the condition of the property before final closing. It is expected that modifications and renovations will need to take place to accommodate certain Police operations within the facility. This facility will be in addition to the current Police Department building, which will remain in place and continue to operate for the department as well.

Budget Impact:

Funds are available for this \$4M purchase in the 2022 Facilities Bond Fund, the Impact Fee Fund, and in General Fund cash reserves. The cost of any subsequent renovations has yet to be determined, however staff anticipates that sufficient funding for such improvements to the facility will also be available in General Fund cash reserves, or other identified funding sources as needed.

The multiple funding sources for this purchase are as follows: The primary source will be the remainder of the 2022 Facilities Bond proceeds of \$3,154,131.50. A second funding source will be \$401,402.22 available in impact fees dedicated to police facility expansion. The remaining balance of the purchase price (approximately \$445K), plus

the cost of subsequent renovations of the facility, is available from General Fund cash reserves.

Attachments:

1. Final Contract- Confidential