



CITY COUNCIL

Kim Learnard, Mayor

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

Clinton Holland, Post 3 | Frank Destadio, Post 4

SCAN FOR AGENDA PACKET



Revised Regular Meeting Agenda

October 5, 2023 | 6:30 PM

City Hall

1. **Call to Order**
2. **Pledge of Allegiance and Moment of Silence**
3. **Announcements, Awards, Special Recognition**
4. **Public Comment**
5. **Agenda Changes**
6. **Minutes**
 - A. September 21, 2023 Regular Meeting Minutes
 - B. September 21, 2023 Executive Session Minutes
7. **Consent Agenda**
 - A. Huddleston Road Sewer, Road Improvement, and Cart Path Project Agreement- Peachtree City WASA
 - B. Stormwater Maintenance Agreement - Peachtree City Orthodontics - 101 Gates Entry
 - C. Stormwater Maintenance Agreement - Peachtree Cardiology - 100 McWilliams Drive
 - D. 118 Lexington Pass Pipe Replacement
 - E. 211 Van Ness Pipe Replacement
 - F. Consider appointment to the Convention and Visitors Bureau Board
8. **Old Agenda Items**
9. **New Agenda Items**
10. **Public Hearings**
 - A. 10-23-01 New Alcohol License - Linda Nails Salon, 100 N. Peachtree Parkway, Suite 36 (Yasmin Julio)
 - B. 10-23-02 Variance request for 270 Parkade Court to encroach into rear setback (Jeremy Brown)
 - C. 10-23-03 Variance request for 319 Sandalin to encroach into rear setback (Annette Strong)
 - D. 10-23-04 Variance request for 140 Tamerlane to encroach into rear setback (Jihad Hojaij)

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.

11. Council/Staff Topics

- A. Discussion of sewer accessibility to the seven-acre tract south of Starr's Mill school complex. (Kim Learnard, Mayor)

12. Executive Session

13. Adjourn

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

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

This meeting will be held in Council Chambers at City Hall

City Council of Peachtree City
Meeting Minutes
Thursday, September 21, 2023
6:30 PM

Call to Order

The Mayor and Council of Peachtree City met in regular session on Thursday, September 21, 2023. Mayor Kim Learnard called the meeting to order at 6:30 p.m. Council members attending: Frank Destadio, Clinton Holland, Mike King, and Phil Prebor.

Pledge of Allegiance and Moment of Silence

Announcements, Awards, Special Recognition

None

Public Comment

John Dufresne stated that the Water and Sewerage Authority (WASA) was terminating its agreement with the City to provide treated water for irrigating the athletic fields, forcing the City to go to the Fayette County Water System to extend its system to fill the irrigation pond. The City desired a groundwater well, and Dufresne said Council had used their positions as WASA board members to initiate action to use WASA resources and funds to drill two wells on City property. He said it was inferred that WASA would own and maintain the wells, and the City would not be charged for the water. He told Council they should take responsibility and stop the WASA action. He said he believed this smacked of malfeasance on their part as Council members and malfeasance and misappropriation of funds as WASA board members.

School zones on Robinson Road were Blake Hayes' concern. He noted that a school zone started at Spear Road and ended at the right turn lane for the Peachtree City United Methodist Church, which was before Stagecoach Road, where the new middle school was located. Coming from the other direction, drivers passed Stagecoach, then the school zone started. Robinson Road's speed limit was 40 mph, and the school zone's was 25. In order to do a step down of 15 mph, State law said the City had to post a warning sign 700 feet in advance. However, there was not 700 feet on Robinson to SR 54. He suggested they lower the speed limit on Robinson from 40 to 35. That would be a 10 mph step down, and no warning sign would be required. It would add just one minute to the time it took to drive Robinson Road from one end to the other at speed limit, he commented. Or they could just lower the speed limit in the section affected by the school zone.

Agenda Changes

None

Minutes

Holland said the minutes needed correcting to say that the Bill Kelly Memorial Golf Tournament was on October 9, not October 29.

King moved to approve the September 7, 2023 regular meeting minutes with the correction, and the September 7, 2023 executive session minutes. Holland seconded. Motion carried unanimously.

A. September 7, 2023 Regular Meeting Minutes

Motion to approve with correction of date of golf tournament from October 29th to October 9th

APPROVED 5-0

B. September 7, 2023 Executive Session Minutes

APPROVED 5-0

Consent Agenda

Destadio moved to approve Consent Agenda items A through F. Prebor seconded. Motion carried unanimously.

Learnard noted they had just approved the appointment of volunteers to the Planning Commission and the Airport Authority. Felicia Reeves was re-appointed to the Planning Commission, and Raymond Liotta was appointed as alternate. Learnard said Planning Commissioner Michael Link was stepping down, and current alternate Andrew Kriz would be finishing Link's term. On the Airport Authority, Gary Zarlengo was re-appointed as a member, and Miranda Shockley was named as alternate.

A. Consider the Purchase of a Slope Mower

APPROVED 5-0

B. Consider the Purchase of a Street Sweeper

APPROVED 5-0

C. Consider Stormwater Facility Maintenance Agreement with CertainTeed

APPROVED 5-0

D. Resolution Lease/Purchase Government Finance Corporation, Inc.

APPROVED 5-0

E. Consider Planning Commission Appointments

APPROVED 5-0

F. Consider Airport Authority Appointments

APPROVED 5-0

Public Hearings

A. 09-23-04 Rezoning of 1999 and 2011 Highway 54 from OI office to GC general commercial

Planning and Development Director Robin Cailloux said these were two properties owned separately, but seeking to be rezoned as a single parcel. She pointed out the location in the northeast part of the City between SR 54 and Sumner Road. The property was zoned Office-Institutional (O-I), along with adjacent parcels, when annexed into the City 2013, and there were a multitude of conditions put on those properties, which she would discuss. The buildings on the site were single-family homes that had been converted to offices.

The property was within the village center, and its Future Land Use (FLU) was for Office. The Comprehensive Plan said commercial, mixed-use, office, and high-density residential uses were appropriate land uses within a village center. However, the FLU showed this as Office because of the step-down land use model, which called for high-intensity use, such as

Commercial, at the center, then stepping down to Office and on to residential as a way to buffer incompatible uses. That was why the FLU called for Office—it was buffering the Commercial uses across SR 54 against the low-density residential across Sumner Road.

The applicant wanted to develop these properties into a car wash facility and was asking for rezoning to General Commercial (GC). The Planning Commission held a public hearing on September 11 and voted unanimously to recommend denial to City Council. Some of the comments by the public and the Planning Commissioners included the observation that a car wash would be convenient on the east side of the city. However, others were concerned about noise and increased traffic. The lack of a cart path on Sumner Road was mentioned, and there were comments about low water pressure in the area. Also discussed was a desire to have the architectural style match Peachtree City's aesthetics in the area.

Staff was of the opinion that this request did not meet most of the criteria for rezoning since it did not meet the FLU map or the step-down model of the Comprehensive Plan. However, if City Council approved this, staff was asking they consider retaining a condition put in place in 2013 that prohibited vehicular access to Sumner Road and add another that required a 25-foot undisturbed landscape buffer along Sumner, which might require additional evergreen plantings.

Attorney Steven Jones represented the applicant, 3F, and he was accompanied by Manny Kaloyannides, the founder of Foamworks. Others present were local builder Chad Floyd, who was a partner in this, as well as consultant Mike Bodker, and the property owners, Joe Paletta and Dr. Cliff Bost.

Foamworks was called an auto spa because it offered cutting-edge mechanicals, high-quality products, and top-notch technicians, Jones related. It was involved with community projects in the areas where they were located. The water used in cleaning the vehicles was reclaimed, cleaned through an osmosis process, then re-used.

Jones presented an aerial photo of the 1.9 acres they were seeking to rezone. On a zoning map of the area, he showed the area that was annexed in 2013, saying the top portion of this triangle along SR 54 had been developed as a medical office, but this lower portion had been on the market for years. It had no viable use while zoned O-I, he remarked, noting both property owners were currently using it for their own businesses. He said there was a trend for GC up and down SR 54, and Office use had taken a substantial downturn since COVID.

This tract was difficult to develop for anything, Jones noted, presenting a conceptual plan that showed how the car wash would fit on the lot, noting they had pushed the building up as close as possible to the roadway. The Planning Commission had some aesthetic concerns, and Jones said he wanted to assure Council that Foamworks was always amenable to working with a city to make sure the end product addressed their aesthetic standards.

There were residences across Sumner Road, he acknowledged, saying it was common along this section of SR 54 for commercial properties to abut residential uses, and he pointed out several instances on the zoning map. He showed a rendering of the proposed building, again saying they were open to talk about the façade, but tonight were focusing on use. Real estate included, the cost of this building would be between \$5.5 million and \$6.5 million, Kaloyannides added.

Jones next went through the rezoning factors set out in Section 1304 (d) of the Zoning Ordinance. He noted that the Comp Plan did label this property as O-I, but that did not afford

the property owners an economically viable and Constitutional use of this property. O-I did not fit the development trend or the zoning trend in this area, he continued, pointing out that another factor said the zoning proposal must be suitable in use and development of nearby and adjacent property. As the zoning map showed, Jones remarked, the development trend was toward GC. O-I was an outlier and a vestige of a prior annexation and antiquated market conditions.

The third factor asked if the proposal would adversely affect the existing use of adjacent or nearby properties. and Jones said it would not, again pointing out the GC zoning of other properties in the vicinity. Also, he continued, the applicant had proposed conditions to ameliorate any adverse effects. At all of their sites that abutted residential, Jones reported, they planted a staggered double row of evergreens. The existing buffer was not that dense, and those plantings would be six to eight feet tall and provide an immediate dense visual and sound screen. They also proposed a privacy fence inside that double staggered row. Staff was asking for a condition that the buffer adjacent to Sumner be an undisturbed 25 feet, but the buffer needed to be 20 feet to make the development fit on this lot, Jones said. They were willing to discuss shifting the buffers around, however, especially if it allowed them to push the building closer to SR 54, which could not be done under the current regulations.

The fourth factor asked if the property affected by the rezoning had a reasonable economic use as currently zoned? It did not, Jones said, noting that in the past seven years, the only offers on this property had been from car washes/automotive uses.

The Zoning Ordinance asked Council to consider if the proposed use would cause an excessive burden on streets, transportation facilities, utilities, or schools. He noted that the Planning Commission heard concerns about water pressure, but Foamworks, like most car washes, did not pull pressure from the water system. They had their own internal system that created water pressure. They had done a traffic study, and the trip generation memo said car washes were more trip pullers than trip generators, meaning that people stopped by while they were already out on the road.

Were there existing or changing conditions affecting the use and the development of the property? the Zoning Ordinance continued, and Jones again said COVID had changed the market for Office use.

Jones said he would like to reserve time for rebuttal to objections brought up by the public, but the Mayor said the public hearing process did not allow for that, so he asked to continue.

He said the number of car washes already in the city had been discussed at the Planning Commission meeting, so he wanted to point out that there were three express tunnel car washes of the type that Foamworks was, and they were on the other side of town. There was not one along SR 54 between Peachtree City and Fayetteville. Peachtree City had three hand wash car washes, and three detailing shops.

Noise was the major issue brought up at the Planning Commission, and Jones said they measured noise at the site. He pointed out that the only thing that generated noise at a car wash was the vacuum producer. Foamworks enclosed the vacuum producers, and the decibel level produced was less than normal street traffic, Kaloyannides reported. Traffic on a busy street was between 75 and 85 decibels, and the vacuum producer was at 72 decibels, and Kaloyannides said that was without the enclosure on the vacuum producer. Noise was an issue in every city, and the enclosures cut the noise level to half the level of street noise. A normal conversation was a 60, Jones added.

The average decibel level at the site at its current use was 77 decibels, which was higher than what the producer would generate. The highest noise measurement on the site was 88 decibels, which was the level of a delivery truck or a garbage truck. He said noise levels were similar at the intersection of Sumner and SR 54. The average in the neighborhood off Sumner was about 68 decibels and peaked at 75. Everywhere near this site, he concluded, the existing road noise was louder than the producer.

Jones thanked Council and said he would be glad to answer any questions.

The Mayor opened the public hearing, asking who wished to speak in favor?

Mary Ann Grove said she had lived in Peachtree City for 42 years and had owned a business from 1986 until recently. She said the number of other car washes should not make any difference because there were duplicates of many other businesses in the city. This was a good location for many people, and she thought it should be approved.

Mike Fitzgerald said he owned a business and properties on Huddleston Road, and he was in favor of spreading out development throughout town because it might relieve traffic on the west side.

Property owner Paletta said he was a commercial real estate broker and bought this property in 2008 knowing that it was on a corner that would one day need to be redeveloped. He and Bost had marketed it for redevelopment over the past seven years, and the only offers had been from auto-related businesses, such as car washes and tire stores. The O-I zoning was no longer viable. Bost followed him to agree and asked Council to approve this rezoning.

Ed Clark said he had lived in Peachtree City since 1988 and lived off Sumner Road. He noted he had always felt Council did a good job in steering Peachtree City's development. He currently drove to Sharpsburg to get his car washed, so he would welcome a car wash on the east side and did not see that it would cause a problem.

Robert Connally said he owned property in Smokerise Estates and thought this would be a good addition to the area, noting that it would provide a convenient place for nearby teens to work.

No one else wished to speak in favor, so the Mayor asked for those in opposition.

Ryan Holmes said he lived on Sumner Place Court, directly across the street from this parcel, but had previously lived in the townhomes on Lexington Circle. They chose to live in a high-density area near commercial development then, but now wanted a quieter and more secluded lifestyle for their family. This car wash should not be across from a residential neighborhood, he commented; this was in direct opposition to the step-down principle.

Regina Pitstick lived in Wellborn Estates, across Sumner Road from this site. She agreed with Holmes, saying it would be a bait and switch to residents to change the zoning. Noise pollution was a concern, and she said above 70 decibels over a long period could damage hearing. There were other available commercial sites nearby where this car wash could go, such as the empty Stein-Mart. Light pollution might be a problem, too.

Phil Crane commented that the 25-foot undisturbed buffer was a concession made when this property was annexed. There was a 50-foot buffer on the Sumner Road side, and 40 feet on

the SR 54 side. Crane read from the City Council meeting minutes when this property was annexed in 2013, pointing out that it said impervious surfaces could be no less than 50 feet from Sumner Road, whereas the impervious surface would be 25 feet away here. The building could not be pushed any closer to SR 54, so, Crane concluded, it did not fit on the lot. He also said the setback for Commercial abutting Residential was 75 feet.

Jill Jensen said she had lived in Wellborn Estates for 22 years. She remarked that she sympathized with the property owners but said everyone made bad investment decisions. She, too, noted this did not comply with the step-down concept. Jensen pointed out that this area had grown by three neighborhoods and still had no cart path. She believed the car wash would cause more traffic and also noise, which could lower the values of nearby residential property.

A resident of Sumner Place Court said his neighbors had made good arguments against this, and this rezoning would be a terrible idea. Another Sumner Place Court resident also stood up to agree.

Mel Salzman said he lived about 150 yards from where this car wash would be. Students from several neighborhoods were forced onto Sumner Road because of the absence of cart paths, and this would just force more traffic through that intersection.

Sara O'Neill also mentioned the lack of cart paths and said she was opposed to this in her neighborhood. They bought their home thinking this would be a quiet area, she remarked.

Karan McKernan said traffic on SR 54 was the obvious concern with this, and motorists often stopped to make turns. There was a huge potential for accidents.

The Mayor closed the public hearing.

King stated he was on Council when this was rezoned in 2013, and they zoned it O-I to keep commercial off Sumner Road. His biggest issue was noise from the vacuums, and King said he spotted four vacuums that were right along Sumner. They said the decibel level would be about the same as on SR 54, King remarked, and no one bought property off Sumner thinking noise equivalent to SR 54 would be in their yard.

Destadio said he was chairman of the Planning Commission when a rezoning on this parcel was denied previously. He believed this was the third proposal here. A car wash on the east side would be nice, Destadio continued, and he said he liked the technology and would like to see this car wash somewhere. However, he supported the Comprehensive Plan and trusted the decision of the Planning Commission to deny.

Holland, too, appreciated the technology, but said other issues outweighed the good ideas. Noise was a problem, and it carried a long distance and would be a constant drone. He said this lot was just too small for this project and suggested they look for another site.

Prebor said the lack of demand for office space was going to be a problem future Councils would have to deal with. He did not like seeing old houses at the entrance to the city, but he always considered the people that would be most affected. When these residents bought their properties, this land was zoned O-I, and, while he would like to see development there, it would not be right to change it.

Learnard's main concern was that it did not comply with the step-down land use model. It was just too close to low-density residential, she noted.

King moved to deny Public Hearing item 09-23-04, Rezoning of 1999 and 2011 Highway 54 from OI office to GC general commercial. Destadio seconded. Motion carried unanimously.

Old Agenda Items

A. 09-23-03 Annexation and Rezoning for 52 acres located at the end of Stagecoach Road and along Spear Road from unincorporated Fayette County A-R zoning to Peachtree City E-R and LUR zoning.

Council had previously held a public hearing on this, so Cailloux said she would not go into a full explanation of the request. After hearing public comments at the last Council meeting, the applicant had reverted back to the plan presented at Step One, which did not extend Stagecoach Road in the Limited Use Residential (LUR)-zoned neighborhood. Instead, only the two Estate Residential (ER) lots would be accessed by Stagecoach, and the 21 LUR lots would be accessed by Spear Road. There would be no connection between Stagecoach and Spear and no way to ever extend Stagecoach to serve properties that might develop in the future.

Staff recommendations had not changed much, she reported, but because of the change in road access, staff requested there be a 50-foot landscape buffer along the west side of the LUR subdivision where it abutted 209 Spear Road.

Destadio asked which plan was presented to the Planning Commission? Cailloux said it was the other one; the Planning Commission had not seen this plan. Destadio protested, and the Mayor asked him to let the conversation continue; she thought that was where they were going.

Attorney Rick Lindsey represented the applicant. He said this was the plan that was presented to Council originally regarding access from Spear Road. They were willing to remove the street easements that had been concerning to Council. He noted that this plan did not indicate the 12 acres that would be deeded to Southern Conservation Trust (SCT). Lindsey told Cailloux the recommendation for a 50-foot buffer was fine.

Learnard confirmed that the environmentally-sensitive land would be donated to SCT, but Prebor said he would rather see the City get it. Learnard asked if he would be amenable to that, and he said either one would be fine. He added that it could be accessed from the cart path and the road off of Spear.

The Mayor went on to say this was not a “yes or no” question, but more of a consideration of whether they wanted this land developed in Peachtree City, where the City would have a certain amount of control or in the County where there would be a possibility of leaving open the connection from Stagecoach Road to Ebenezer Road, which the neighbors did not want.

She went on to say they had the opportunity to protect the neighbors and conserve the environmentally-sensitive land. The property would not be sewerred, whether in the City or the County. Lindsey said that was correct; the closest point for a sewer connection was up the hill beyond the school grounds.

If this property remained in the County, the County would be the primary provider of emergency services, and the City, the secondary provider. If annexed, Peachtree City Police, Fire, and Emergency Services would be the primary provider, Learnard continued, and they had indicated this would not impact them.

Police Chief Janet Moon said one annexation of 23 homes would not have an impact, but cautioned that when looked at holistically, with all the growth in the area, such as Governor's Square and Longboat, it was impossible to estimate possible calls for service because she did not have past behavior to compare it to. There might have to be district re-alignments, and there was a concern that they would have to exit the city, enter the county, then back to the city to get to the homes off Spear Road.

Fire Chief Clint Murphy, too, said they did not have the data to provide an accurate prediction of impacts, but they should not have any problems.

Learnard wanted to go through the staff conditions with Lindsey. The first called for environmentally-sensitive land to be platted and deeded to the City. Lindsey said that was acceptable, as were a maximum of 21 lots in the LUR with a minimum lot size of one acre. What would be the average lot size? Learnard asked, and Lindsey said 2.25 acres.

He agreed with the 50-foot undisturbed landscape buffer be left along Spear Road and the buffer along the flagpole-shaped lot.

Another condition said all homes should have at least one ground level bedroom and bath, and Lindsey asked for some leeway on that, suggested it be capped at 80% because not everyone wanted to live in the same type of house. Council agreed.

The bottom line, Learnard went on, was that Peachtree City's Comprehensive Plan used the village concept, with the village center having the highest density residential and commercial, then stepping down in density to single-family low density, which was what this would be. In her mind, she concluded, this dovetailed with the Comprehensive Plan and Land Use.

It was only fair, the Mayor stated, to give citizens another chance to be heard, given the substantive changes in this plan. Lindsey said he could not disagree, but noted Council had the option to amend what was presented and move forward. He did understand, he remarked, noting the concerns he heard at the Planning Commission and previous Council meeting centered on traffic on Carriage Lane and Stagecoach, as well as the potential connectivity to the property to the east, and that was what had been changed.

Prebor asked for an explanation of the price of the homes that would be built and if taxes from those homes would cover the costs to the City to provide services. These would be million-dollar homes, Lindsey told him, and Cailloux said the break-even price was approximately \$570,000.

Destadio noted that the Mayor had laid out some good reasons why they should consider this revised plan. He stated that Lindsey had said if Peachtree City did not approve annexation, they would continue with the development plans in the County. He wondered why the property owners didn't try to build in the County to begin with?

They did not own the final piece of property that connected the greater part to Spear Road until recently, Lindsey explained; it's only connected to Peachtree City through Stagecoach, which at the time was a dirt road and that landlocked state precluded development. Lindsey pointed out the thin slice of land that went to Spear Road that the applicant purchased from the Davis family a few years ago. That carried with it a deed restriction that they not connect to both Spear and Stagecoach.

This should be in the city, Lindsey continued, because Hyde Park, just to the north, was in

Peachtree City, and they wanted all this to be part of one homeowners association (HOA), and not have part in the County and part in the City.

However, he continued, if Peachtree City did not approve annexation, it was still going to be developed; it would not remain wooded. The County's regulations said the wetlands would be owned by the individual property owners. He believed there were a lot of positives from the City's point of view. Being in the County would be fine, he continued, but the question was whether the City wanted the opportunity to mold this land and have it be part of the community. Million-dollar homes were a positive from a tax point of view, he noted, plus they had the opportunity to preserve 12 acres of wetlands. And the owner would make a lot more money, Destadio remarked, but Lindsey said he did not know if that was true.

King said he believed the majority of Council wanted this to be in the City, but his concern had been the undeveloped land to the east. That access had been cut off, he continued. Another issue was the potential added traffic to Carriage Lane, but he said the access to Spear Road fixed that.

Destadio said he disagreed, but respected King's opinion. Prebor commented that Stagecoach Road went from Robinson to Ebenezer, and there was a lot of land along it. That road was there long before SR 54, and there was a roadbed along this property. Destadio commented it had probably been there longer than Peachtree City, and Prebor said much longer. It was called "Stagecoach Road" for a reason, Learnard pointed out. No one had thanked Council for paving that road, Destadio remarked.

Holland reported that he had looked at the State's rules for natural resources and at the Environmental Protection Division's rules for environmental planning criteria. Chapter 391-3-16 talked in section 7 about the minimum criteria for small water supply wetlands and watersheds. It called for a 100-foot buffer along both sides of the stream as measured from the bank, as well as no impervious surfaces within 150-foot setbacks on both sides of the stream as measured from the banks. Finally, he continued, it said septic systems and septic tank drainage fields were prohibited in the setback area of 150 feet from the stream.

Holland asked if anyone had looked at State law regarding this because the proposal talked about 50-foot buffers, not 100 feet? Lindsey told him that property that would be dedicated either to the City or the SCT was included in that 100 feet, and everything in that area would meet or exceed the State requirements. He said they could not violate State law or City or County ordinances regarding where they could build. All rules would be complied with 100%, Lindsey assured Holland.

That was not in the current plan, Holland replied, adding the Planning Commission should look at it.

This property was not in the 2014 Annexation Plan, Holland stated, acknowledging they needed a new plan and maybe this would be included. He thought they should plan and then execute. He remarked that the entire property should be zoned ER with three-acre lots. Even though the nearest connection was more than 200 feet away, and a privately-owned sewer system was used on Stagecoach Road, Holland said the issue of sewers should be re-examined. He said placing septic systems would contaminate drinking water going downstream.

The exit onto Spear Road was a good change, Holland continued. He confirmed with Lindsey that access to the east would be removed.

Saying this was not in the annexation plan, Holland moved to deny Old Agenda item 09-23-03 Annexation and Rezoning for 52 acres located at the end of Stagecoach Road and along Spear Road from unincorporated Fayette County A-R zoning to Peachtree City ER and LUR zoning. Destadio seconded. Motion failed 2-3, with Holland and Destadio voting in favor, and King, Learnard and Prebor voting against.

Learnard said they would be sending this to the Planning Commission, and City Attorney Ted Meeker advised they needed a motion.

Prebor moved to refer this back to the Planning Commission. Destadio seconded. Motion carried unanimously.

New Agenda Items

A. 09-23-05 Step 2 Annexation Application Acceptance for 11.3 acres at the end of Deanwood Terrace

Annexation in Peachtree City was a two-step process. In Step One there was a general review of the compliance with Comprehensive Plan goals. Step Two involved Council voting to accept the annexation application in order for staff to begin the review process. It aligned with the State process by creating an official start day, and there was a City ordinance that said staff could not take any actions or make recommendations until Step Two was approved.

Once the application was accepted, staff would start the official State review process which, under the 100% method being used here, was a 45-day process. Staff would notify the County, which had 45 days to notify the City of an objection. They were allowed to hold public hearings in that 45-day period, and the public hearing with the Planning Commission was scheduled for October 9. After the 45 days ended, or if the County notified the City that they did not object, the final public hearing and a vote on the annexation would be held at the November 16 City Council meeting.

Cailloux pointed out the property on an aerial photograph, at the rear of the Shiloh Mobile Home Park, separated from the park by a tributary of Camp Creek. The only access was through Towson Place, currently under development as a single-family subdivision.

Staff recommended acceptance of the application so they could begin the review process.

King moved to approve New Agenda item 09-23-05, Step 2 Annexation Application Acceptance for 11.3 acres at the end of Deanwood Terrace. Prebor seconded. Motion carried 4-1, with Destadio, King, Learnard, and Prebor voting in favor, and Holland voting against.

B. 09-23-06 Master Lease-Purchase – Lease Schedule #2

Finance Director Paul Salvatore explained there were draws #2 and #3 against a

Master Lease Agreement they did with Banc of America last spring. These purchases would be for all equipment budgeted for financing in the Fiscal Year 2023 Capital Improvement Plan. It was broken into two leases because the fire truck was financed at a longer term.

Lease draw #2 was for equipment on the five-year term, consisting of Public Works heavy duty equipment, Police vehicles and laptops, staff vehicles, and technology equipment replacements totaling a little over \$2.4 million. The interest rate was 4.2313%, and the annual debt service was \$546,715.

Lease draw #3 was for a fire engine. Financing was for seven years at 4.0947%, with debt service of \$108,681. The total price was \$658,395.14.

Salvatore asked Council to approve this, saying there were documents the Mayor needed to sign, and closing was scheduled for September 28.

Destadio moved to approve New Agenda item, 09-23-06, Master Lease-Purchase – Lease Schedules #2 and #3 as presented. King seconded. Motion carried unanimously.

C. 09-23-07 Consider Bid for Rehabilitation of Multiple Bridges

City Engineer Dave Borkowski recommended Council award the bid for bridge rehabilitation projects to North Georgia Concrete in the amount of \$413,500.

Approximately every two years, the City has all of its roadway bridges assessed for any maintenance or rehabilitation issues, he explained. The most recent assessment determined nine of the 12 roadway bridges needed work. This assessment did not include the 36 bridges of the multi-use path system.

They received two bids, with North Georgia Concrete's being the lowest. This contractor also did the spillway at Lake Peachtree, Borkowski reported, so he was satisfied they would do a good job, going on to say this was just routine maintenance work. Funds were budgeted and available in the 2023 Special Purpose Local Option Sales Tax fund.

King moved to approve New Agenda item 09-23-07, Bid for Rehabilitation of Multiple Bridges to North Georgia Concrete in the amount of \$413,500. Holland seconded. Motion carried unanimously.

Council/Staff Topics

Executive Session

King moved to adjourn to executive session at 8:07 p.m. to discuss the lease, sale, or purchase of real estate. Destadio seconded. Motion carried unanimously.

Holland moved to reconvene in regular session at 8:21 p.m. Destadio seconded. Motion carried unanimously.

Adjourn

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

The meeting adjourned at 8:22 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: David Borkowski, City Engineer 9/28/2023
Paul Salvatore, Finance Director 9/29/2023
Justin Strickland, Assistant City Manager 9/29/2023
Robert Curnow, City Manager

DATE: October 5, 2023

SUBJECT: Huddleston Road Sewer, Road Improvement, and Cart Path Project Agreement- Peachtree City WASA

Recommendation:

Authorize the Mayor to execute the Huddleston Road Sewer, Road Improvement, and Cart Path Project agreement with Peachtree City Water and Sewerage Authority (WASA).

Discussion:

Currently, there are two capital projects designated for the roadway corridor between State Route 54 and Dividend Drive. One project is for extending sewer and the other is for building a multi-use path. The sewer project is intended to provide sanitary sewer to the older industrial park area around D Bob Industrial. The path project is a 2017 SPLOST project and is intended to provide a path connection along Huddleston from Paschall up to the path crossing at Golf Rider.

Since both of these projects will follow along the same general area on Huddleston Road, City staff worked with WASA staff to come up with an agreement to avoid duplication of work and develop a project that would only disturb Huddleston Road one time.

The proposed agreement outlines roles and responsibilities for both WASA and the City. Some specifics are that the City and WASA projects will be designed by one engineering firm and bid out to one contractor. The City will bid out the project, pay all invoices, and submit reimbursements to WASA for sewer-related items. All costs (design and construction) will be allocated to either the sewer or path project to make invoicing and reimbursements uncomplicated.

The proposed agreement (attached draft) has been reviewed by City Staff and the City Attorney and is acceptable.

Budget Impact:

There is no budget impact with this agreement. This agreement sets up the framework for future design and construction agreements between the City and WASA.

Attachments:

1. PTC and WASA Agreement re Huddleston RD

**HUDDLESTON ROAD SEWER, ROAD IMPROVEMENT,
AND CART PATH PROJECT**

This Agreement entered into this _____ day of _____, 2023, by and between the PEACHTREE CITY, GEORGIA, a Georgia municipal corporation acting by and through its City Council ("PEACHTREE CITY"), and the PEACHTREE CITY WATER & SEWERAGE AUTHORITY, a public body corporation of the State of Georgia, acting by and through its members ("WASA"), to provide for certain road design and resurfacing of Huddleston Road, the design and installation of a cart path along Huddleston Road, and the installation of wastewater collection facilities along Huddleston Road.

WITNESSETH:

WHEREAS, Huddleston Road is a part of the Peachtree City street system; and

WHEREAS, Huddleston Road is in need of street resurfacing and related improvements;
and

WHEREAS, Peachtree City's cart path system will be expanded to include access along Huddleston Road; and

WHEREAS, as used herein, the term "City Projects" will include the design, construction, and installation of the Huddleston Road street resurfacing and related improvements and the extension of the City's cart path system to include access along Huddleston Road; and

WHEREAS, WASA's wastewater collection facilities will be expanded to include properties adjacent to Huddleston Road; and

WHEREAS, as used herein the term "WASA Project" shall include the design, construction and installation of wastewater collection facilities to include properties adjacent to Huddleston Road and streets which intersect with Huddleston Road; and

WHEREAS, Peachtree City and WASA desire to plan a coordinated schedule for such improvements to avoid duplication of work, and also provide for the efficient use of funds by both Peachtree City and WASA.

NOW THEREFORE, for and in consideration of the premises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Peachtree City and WASA do hereby agree as follows:

1.

DISTRIBUTION OF COSTS

A. PROFESSIONAL ENGINEERING ("PE") DESIGN SERVICES.

PEACHTREE CITY and WASA shall enter into a combined agreement for PE design services for the City Projects and the WASA Project. Bidding for such services shall be handled by PEACHTREE CITY. The actual costs for PE design services shall be divided as follows: (1) for the City Projects, such costs shall be paid by PEACHTREE CITY; and (2) for the WASA Project, such costs shall be paid by WASA. The PE selected shall delineate which services were provided for the City Projects and for the WASA Project. To the greatest extent practicable, the PE design services shall attempt to design and coordinate the schedule of the City Projects and WASA Project in a manner which provides coordination between the projects and minimizes duplication of work.

B. CONSTRUCTION ENGINEERING AND INSPECTION ("CEI") SERVICES.

The combined agreement between PEACHTREE CITY and WASA and contractor for PE services shall also include CEI services for the City Projects and the WASA Project. The actual costs for CEI services will be tracked and invoiced on a per-project basis, specifically delineating the work provided for the City Projects and the WASA Project. The actual costs for CEI services

shall be divided as follows: (1) for the City Projects, such costs shall be paid by PEACHTREE CITY; and (2) for the WASA Project, such costs shall be paid by WASA.

2.

PEACHTREE CITY and WASA shall enter into a combined agreement for construction and installation of the City Projects and the WASA Project. Bidding for such services shall be handled by PEACHTREE CITY. The actual costs for the labor and materials for such work shall be divided as follows: (1) for the City Projects, such costs shall be paid by PEACHTREE CITY; and (2) for the WASA Project, such costs shall be paid by WASA. The Contractor selected shall delineate which services, labor, and materials were provided (1) the City Projects; and (2) for the WASA Project.

3.

SCOPE OF AGREEMENT

A. The limits and scope of the work anticipated by the terms of this AGREEMENT shall not be increased or expanded without the written approval of PEACHTREE CITY and WASA.

B. PEACHTREE CITY shall advertise for bids. The approval of any contracts shall require the approval of both PEACHTREE CITY and WASA. PEACHTREE CITY shall administer the contracts for the implementation of the project as it pertains to the City Projects. WASA shall administer the contracts for the implementation of the project as it pertains to the WASA Project. All contracts shall be advertised, bid and entered into according to the requirements of Georgia law.

C. PEACHTREE CITY and WASA shall be individually responsible for the following activities:

- i. The approval and execution of contracts, agreements and related documents required for the projects;
- ii. Providing Right-of-Way certification;
- iii. Providing Material Quality Assurance Forms;
- iv. Providing ADA compliance letters, if necessary;
- v. Providing notification to their citizens and customers; and
- vi. Performing the final inspection and acceptance of the work.

4.

FUNDING

All invoices for design, construction or installation shall be submitted to, and paid by, PEACHTREE CITY. Upon receipt of any such invoice, PEACHTREE CITY shall provide such invoice to WASA for verification of the services and materials identified in such invoice. Upon such verification, WASA shall remit the portion of such invoice attributable to the WASA Project. Such payment shall be remitted by WASA to PEACHTREE CITY within ten (10) business days of the receipt of such invoice by WASA.

5.

To the fullest extent permitted by law, PEACHTREE CITY and WASA agree to and hereby does defend, hold harmless and indemnify each other and their officers, directors, employees, agents and representatives from and against any and all claims, damages, demands, actions, judgments, losses, costs, penalties, liabilities, assessments and expenses including, but not limited to, attorney's fees incurred or suffered by the other party that arise out of, or result from, the performance of the services and scope of the projects outlined in this Agreement which are not incurred or suffered due to the negligence of the party being indemnified.

6.

ENTIRE AGREEMENT

This AGREEMENT is a full and complete statement of the agreement of the PEACHTREE CITY and WASA as to the subject matter hereof and has been authorized by proper action of the PEACHTREE CITY and WASA.

7.

Should any provision of this AGREEMENT or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this AGREEMENT or the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this AGREEMENT shall be valid and enforceable to the full extent permitted by law.

8.

CHOICE OF LAWS

This AGREEMENT shall be construed, controlled, and enforced in accordance with the laws of the State of Georgia. Any and all disputes arising out of or in any way related to this AGREEMENT shall be submitted to the State or Superior Court of Fayette County, Georgia, and the PEACHTREE CITY and WASA expressly consent to the venue and jurisdiction therein.

IN WITNESS WHEREOF, the parties herein have set their hands and seals on the date first above written.

PEACHTREE CITY, GEORGIA

(SEAL)

By: _____
KIM LEARNARD, Mayor

Attest:

Yasmin Julio, City Clerk

Approved as to form:

City Attorney



PEACHTREE CITY WATER &
SEWERAGE AUTHORITY

By: _____

KIM LEARNARD, Chairperson

Attest:

Clerk - Witness

Approved as to form:

Attorney for WASA

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Robert Curnow, City Manager

FROM: David Borkowski, City Engineer 9/28/2023
Robert Curnow, City Manager 9/28/2023

DATE: October 5, 2023

SUBJECT: Stormwater Maintenance Agreement - Peachtree City Orthodontics -
101 Gates Entry

Recommendation:

Authorize the Mayor to execute the attached Stormwater Management Facility Maintenance Agreement with Brian Bragassa (Peachtree City Orthodontics).

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.

Peachtree City Orthodontics 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. PTC Orthodontics SW agreement 2023-09-20
2. PTC Orthodontics Drainage Plan 2023-09-20

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 20th day of September, by and between Brian Bragassa, 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 101 Gates Entry, as recorded by deed in the land records of Fayette County, Georgia, Deed Book 5617, Page 297 (hereinafter called the "Property");

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

WHEREAS, the Site Plan/Subdivision Plan known as "Peachtree City Orthodontics at The Gates" dated 4/28/23, and approved by the City on 7/14/23 (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.

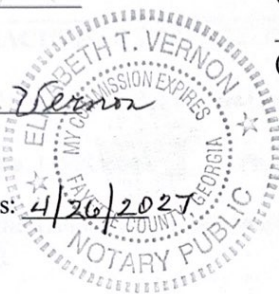
WITNESS the following signatures and seals:

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

My commission expires:



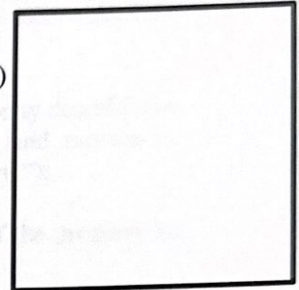
brian bragassa

(Corp. Seal if applicable)

(Owner Signature)

Brian F. Bragassa

(Owner Printed Name & Company Name)



Signed, sealed and delivered
in the presence of:

Witness

Notary Public

My commission expires:

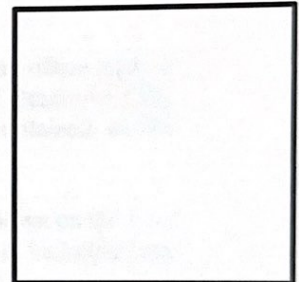
PEACHTREE CITY, GEORGIA

By:

(Seal)

Name:

Title:



Maintenance Facility Contact Information: (Please print or type)

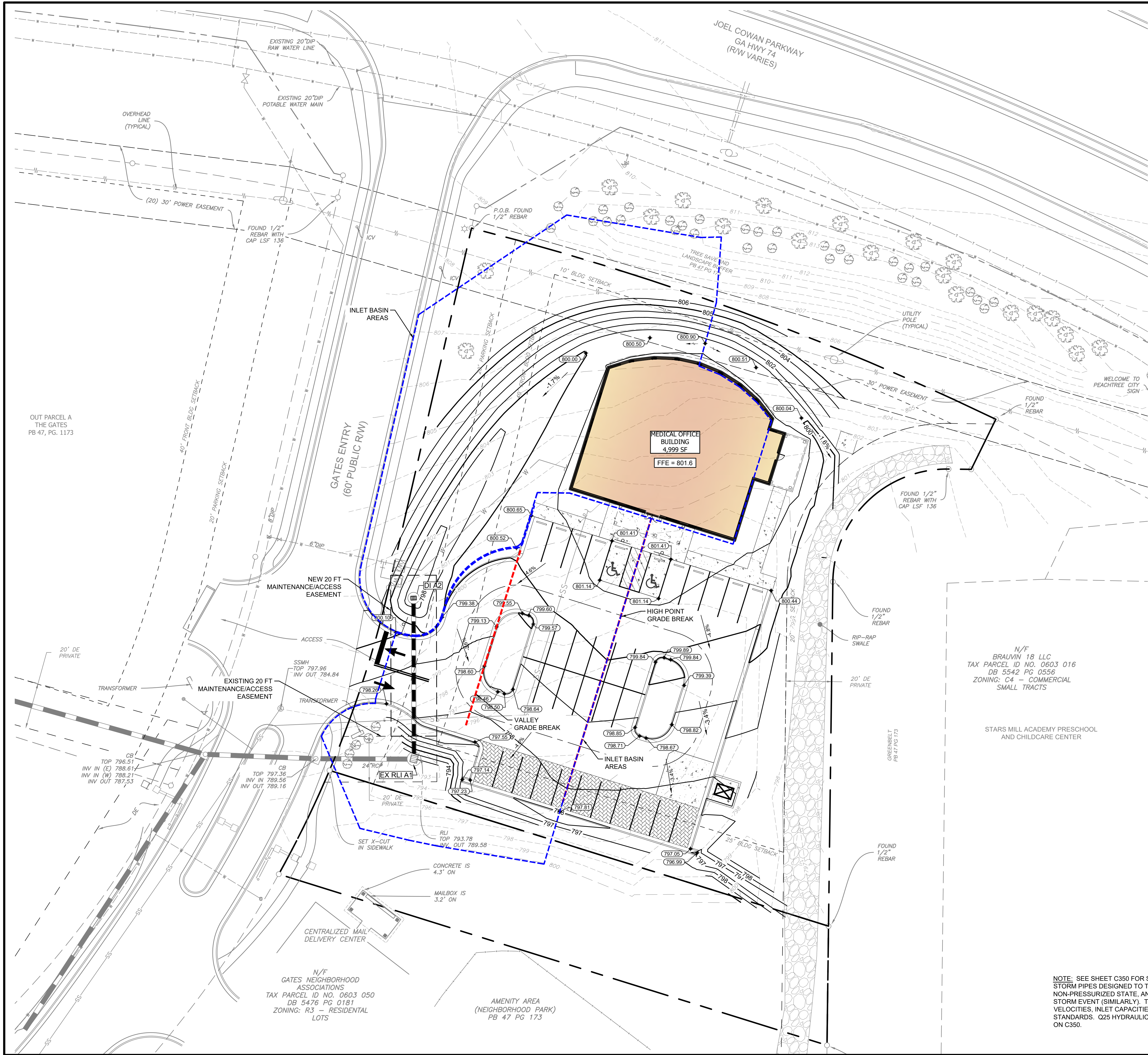
Name

E-mail address

Address

City/State/Zip

Telephone Number



GRADING AND DRAINAGE NOTES:

1. NO PORTION OF THIS PROPERTY LIES WITHIN A FLOOD ZONE OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL #13113C0134E DATED SEPTEMBER 26, 2008.
2. STORMWATER MANAGEMENT TO BE PROVIDED BY A PROPOSED DI AND PIPE, AN EXISTING DI GOING INTO THE GATES SUBDIVISION, AND RIP-RAPPED STORM DRAINAGE DITCH TO THE SOUTHEAST OF THE SITE.
3. WHEREVER DRAINAGE FLOWS AWAY FROM CURB AND GUTTER USE THE "SPILLING CURB AND GUTTER". SEE SHEET C700.
4. ROOF DRAINAGE: ROOF DRAINS TO BE PIPED TO NEAREST CATCH BASINS VIA A MINIMUM 6 IN PVC PIPE AT MINIMUM 1% FALL. CONTRACTOR SHALL COORDINATE WITH ENGINEER.

PLAN LEGEND :

- = JUNCTION BOX (JB)
- = STORM PIPE - SEE PROFILES ON SHEET C350 AND PIPE BEDDING DETAIL ON SHEET C703.
- = EXISTING CONTOURS
- = PROPOSED CONTOURS
- = PROPOSED LIGHT POLE
- = TOP OF PAVING/GUTTER
- = GRADE BREAK
- = INLET BASIN AREA
- = FLOW ARROW
- = SPOT ELEVATION

NOTE: SEE SHEET C350 FOR STORM DRAIN DESIGN INFORMATION. ALL STORM PIPES DESIGNED TO THE 25-YEAR STORM EVENT IN FREE FLOW, NON-PRESSURIZED STATE, AND SHOWING PASSAGE OF THE 100-YEAR STORM EVENT (SIMILARLY). TABLES ON FOLLOWING PAGE INCLUDE VELOCITIES, INLET CAPACITIES, AND PONDING DEPTHS. ALL MEETING CITY STANDARDS. Q25 HYDRAULIC GRADE LINE SHOWN AND LISTED IN TABLES ON C350.



INTEGRATED
Science & Engineering

1039 SULLIVAN ROAD, SUITE 200, NEWNAN, GEORGIA 30565
(678) 552-2106 | (678) 552-2107
CRA NO. LP-001081 EXP. 03/30/2024



Rev.	Description	Date
1.	ISSUED FOR PERMIT	4/28/23
2.	ISSUED FOR REVIEW	3/13/23
3.		JUL
4.		JUL
5.		JUL
6.		JUL
7.		JUL
8.		JUL
9.		JUL
10.		JUL
11.		JUL
12.		JUL
13.		JUL
14.		JUL
15.		JUL
16.		JUL
17.		JUL
18.		JUL
19.		JUL
20.		JUL

Drawn by: EAM

Check by: JUL

Project #: 1109-2301

Design by: RKA

Project #: 1109-2301

Review by: JUL

Scale: 1" = 20'

20' 0' 0' 20'

SITE DEVELOPMENT PLANS
FOR
PEACHTREE CITY ORTHODONTICS
at THE GATES

LAND LOT 18 OF THE 6TH DISTRICT, CITY OF PEACHTREE CITY, FAYETTE COUNTY, GEORGIA

GRADING AND DRAINAGE PLAN

DRAWING NO.
C300

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Robert Curnow, City Manager

FROM: David Borkowski, City Engineer 9/28/2023
Justin Strickland, Assistant City Manager 9/28/2023
Robert Curnow, City Manager 9/28/2023

DATE: October 5, 2023

SUBJECT: Stormwater Maintenance Agreement - Peachtree Cardiology - 100 McWilliams Drive

Recommendation:

Authorize the Mayor to execute the attached Stormwater Management Facility Maintenance Agreement with Aslam Khan (Peachtree Cardiology).

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.

Peachtree Cardiology 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. Peachtree Cardiology SW agreement 2023-09-19
2. Peachtree Cardiology Drainage Plans

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 13 day of September, by and between Aslam Khan, 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 100 MCWilliams Drive (3 Medow Way), as recorded by deed in the land records of Fayette County, Georgia, Deed Book 1527, Page 692 (hereinafter called the "Property");

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

WHEREAS, the Site Plan/Subdivision Plan known as "Peachtree Cardiology", dated 6/19/23, and approved by the City on 7/31/23 (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:

Lisa M. Kraus

Witness

Lisa M. Kraus

Notary Public

My commission expires: March 1, 2025

[Signature] (Corp. Seal if applicable)
(Owner Signature)
ASTAM IL
(Owner Printed Name & Company Name)



Signed, sealed and delivered
in the presence of:

PEACHTREE CITY, GEORGIA

Witness

By: _____

(Seal)

Name: _____

Title: _____

Notary Public

My commission expires: _____

Maintenance Facility Contact Information: (Please print or type)

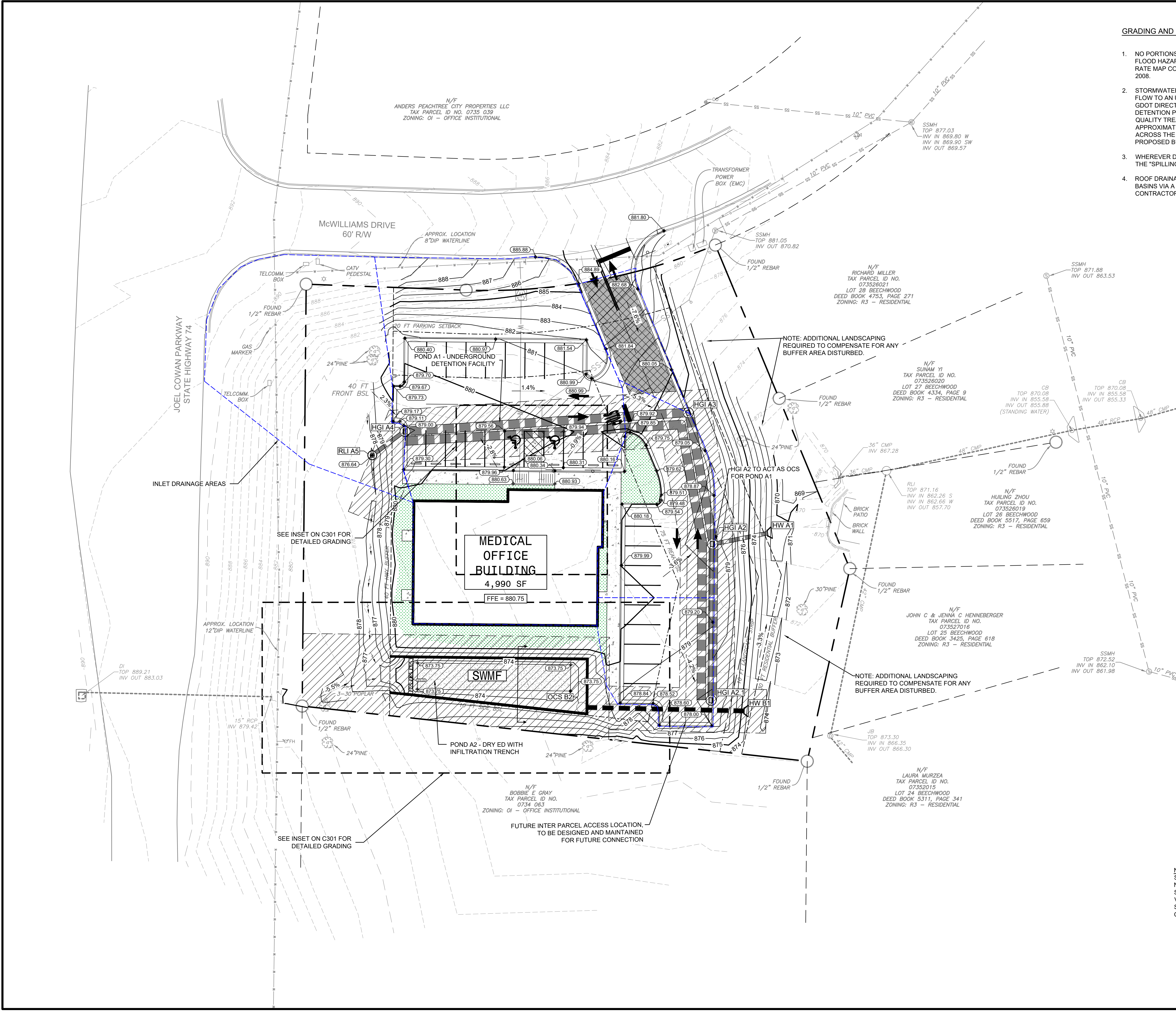
Name

E-mail address

Address

City/State/Zip

Telephone Number



GRADING AND DRAINAGE NOTES:

- NO PORTIONS OF THIS PROPERTY ARE LOCATED WITHIN A "ZONE A" FLOOD HAZARD AREA ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP COMMUNITY PANEL #13113C0086E DATED SEPTEMBER 26, 2008.
- STORMWATER RUNOFF WILL BE MANAGED PRIMARILY VIA SHEET FLOW TO AN UNDERGROUND DETENTION FACILITY (POND A1) AND GDOT DIRECT DISCHARGE TO AN ABOVE-GROUND DRY EXTENDED DETENTION POND WITH AN INFILTRATION TRENCH FOR WATER QUALITY TREATMENT VIA RRV. POND A1 IS MADE UP OF APPROXIMATELY 260 LINEAR FEET OF DOUBLE BARREL 48 INCH CMP ACROSS THE PARKING AREA TO THE NORTH AND EAST OF THE PROPOSED BUILDING.
- WHEREVER DRAINAGE FLOWS AWAY FROM CURB AND GUTTER USE THE "SPILLING CURB AND GUTTER". SEE SHEET C700.
- ROOF DRAINAGE: ROOF DRAINS TO BE PIPED TO NEAREST CATCH BASINS VIA A MINIMUM 6 IN PVC PIPE AT MINIMUM 1% FALL. CONTRACTOR SHALL COORDINATE WITH ENGINEER.

PLAN LEGEND :

- = JUNCTION BOX (JB)
- = STORM PIPE - SEE PROFILES ON SHEET C350 AND PIPE BEDDING DETAIL ON SHEET C703.
- = EXISTING CONTOURS
- = PROPOSED CONTOURS
- = PROPOSED LIGHT POLE
- = TOP OF PAVING/GUTTER
- = GRADE BREAK
- = INLET DRAINAGE AREAS
- = FLOW ARROW
- = SPOT ELEVATION
- = RETAINING WALL
- = 20 FT STORM SEWER EASEMENT
- = 20 FT STORMWATER ACCESS EASEMENT

NOTE: SEE SHEET C350 FOR STORM DRAIN DESIGN INFORMATION. ALL STORM PIPES DESIGNED TO THE 25-YEAR STORM EVENT IN FREE FLOW, NON-PRESSURIZED STATE, AND SHOWING PASSAGE OF THE 100-YEAR STORM EVENT (SIMILARLY). TABLES ON FOLLOWING PAGE INCLUDE VELOCITIES, INLET CAPACITIES, AND PONDING DEPTHS. ALL MEETING CITY STANDARDS. Q25 HYDRAULIC GRADE LINE SHOWN AND LISTED IN TABLES ON C350.

GRID (GA WEST ZONE) NAD83



Rev.	Description	Date
1.	ISSUED FOR PERMIT	6/19/23
2.	ISSUED FOR REVIEW	4/7/23

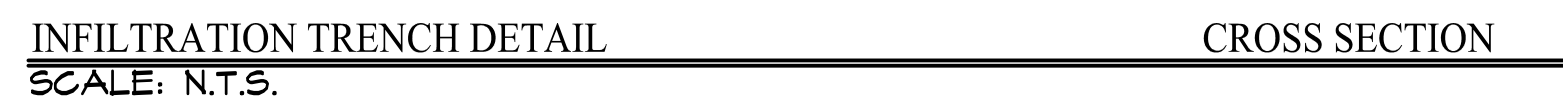
Drawn by:	Check by:
EAM	JUL
Project #:	Design by:
1109-2205	RKA
20' 0" 0' 20'	20'
SCALE: 1" = 20'	

SITE DEVELOPMENT PLANS
FOR
PEACHTREE CARDIOLOGY

GRADING AND
DRAINAGE PLAN

DRAWING NO.
C300





INFILTRATION PRACTICE NOTES:

1. Must install infiltration BMP at the end of the project after a majority of the site has been stabilized (over 80%) and parking lot paved.
2. Internal portions of the dry ED pond must be stabilized immediately upon grading completion to allow grass to sufficiently grow prior to infiltration BMP installation.
3. The dry ED pond shall be surveyed for volume immediately upon grading completion to ensure proper volume construction prior to grassing. This process must be certified again at the end of the project to County standards.
4. Installation of the infiltration BMP practices must be monitored and certified by the Engineer of Record prior to issuance of CO.
5. Install single row of silt fence around the perimeter of the infiltration BMP immediately upon completion of installation, to be maintained for at least the first 6 months of operation and to be removed prior to first annual inspection.
6. Annual inspections per GSMM must be completed by property owner.



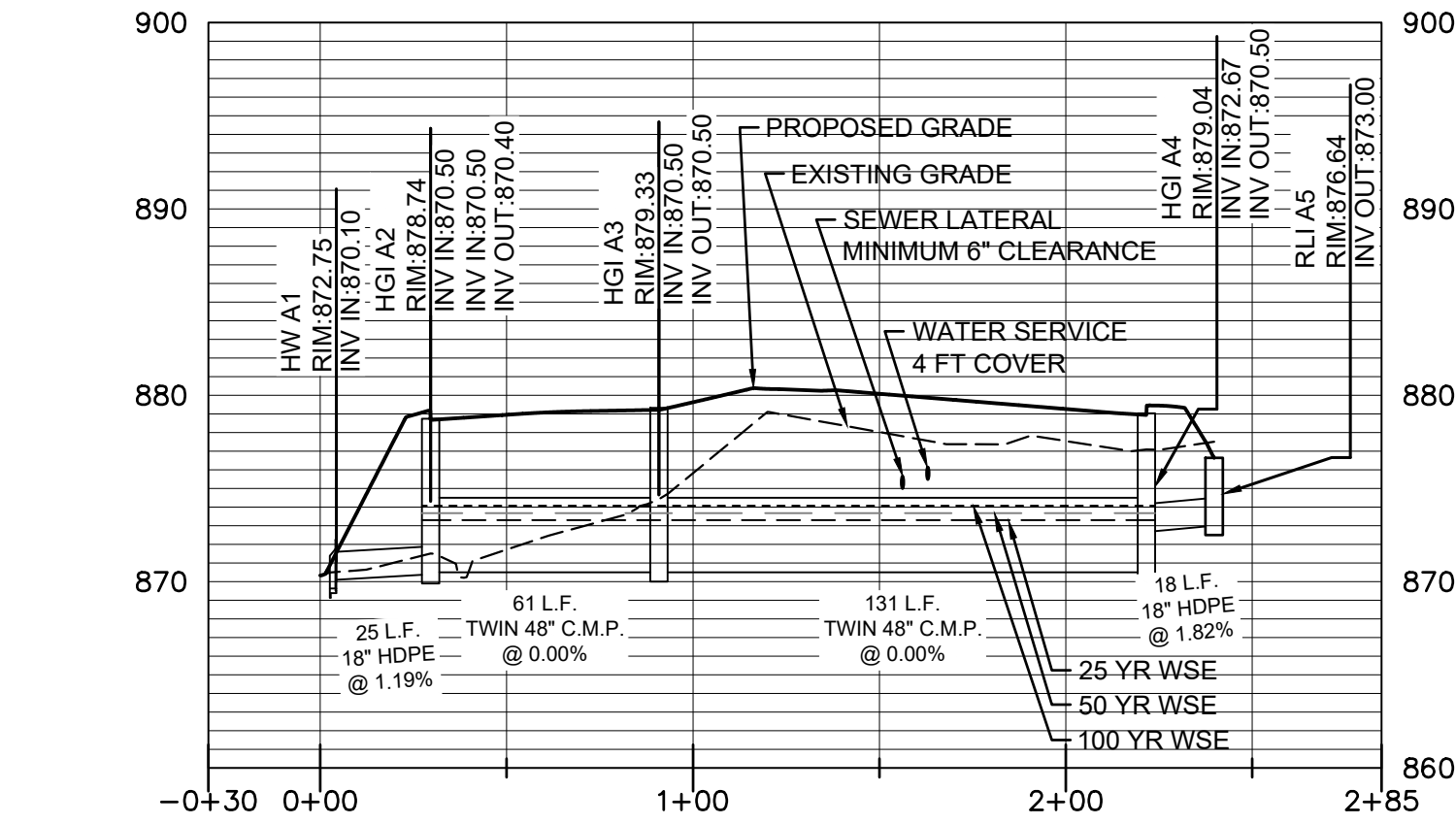
Date:	Drawn by:	Check by:
3/31/23	JLW	JLW
Project #:	EAM	
Design by:	Review by:	
1109-2205	RCA	JLW
2.	ISSUED FOR PERMIT	RCA
1.	ISSUED FOR REVIEW	
Rev.	Description	Date
Appr.		

SITE DEVELOPMENT PLANS FOR PEACHTREE CARDIOLOGY

LAND LOT 156 OF THE 7TH DISTRICT, CITY OF PEACHTREE CITY, FAYETTE COUNTY, GEORGIA

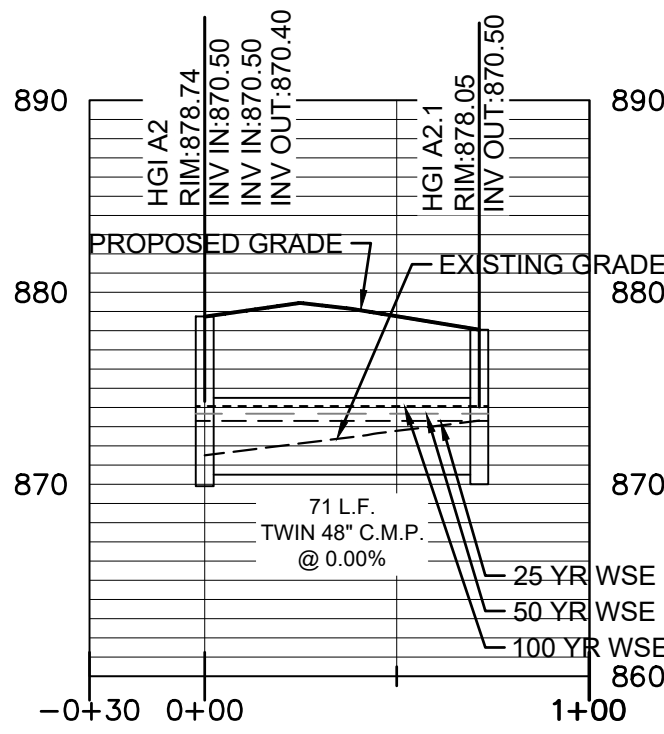
DETAILED GRADING PLAN

DRAWING NO.
C301

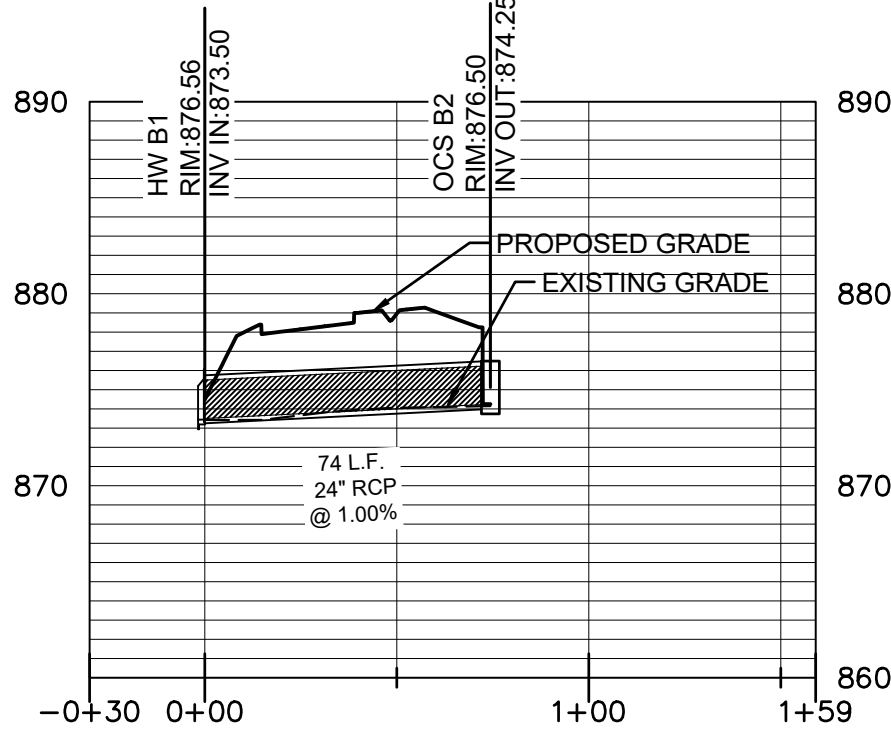


STORM LINE A
VERT 1"=10'
HORZ 1"=50'

NOTE: MINIMUM CLEARANCE BETWEEN STORM SEWERS AND OTHER BURIED UTILITIES IS 6 INCHES, AND 18 INCHES FROM BASE COURSE OF STREET OR PARKING LOT.

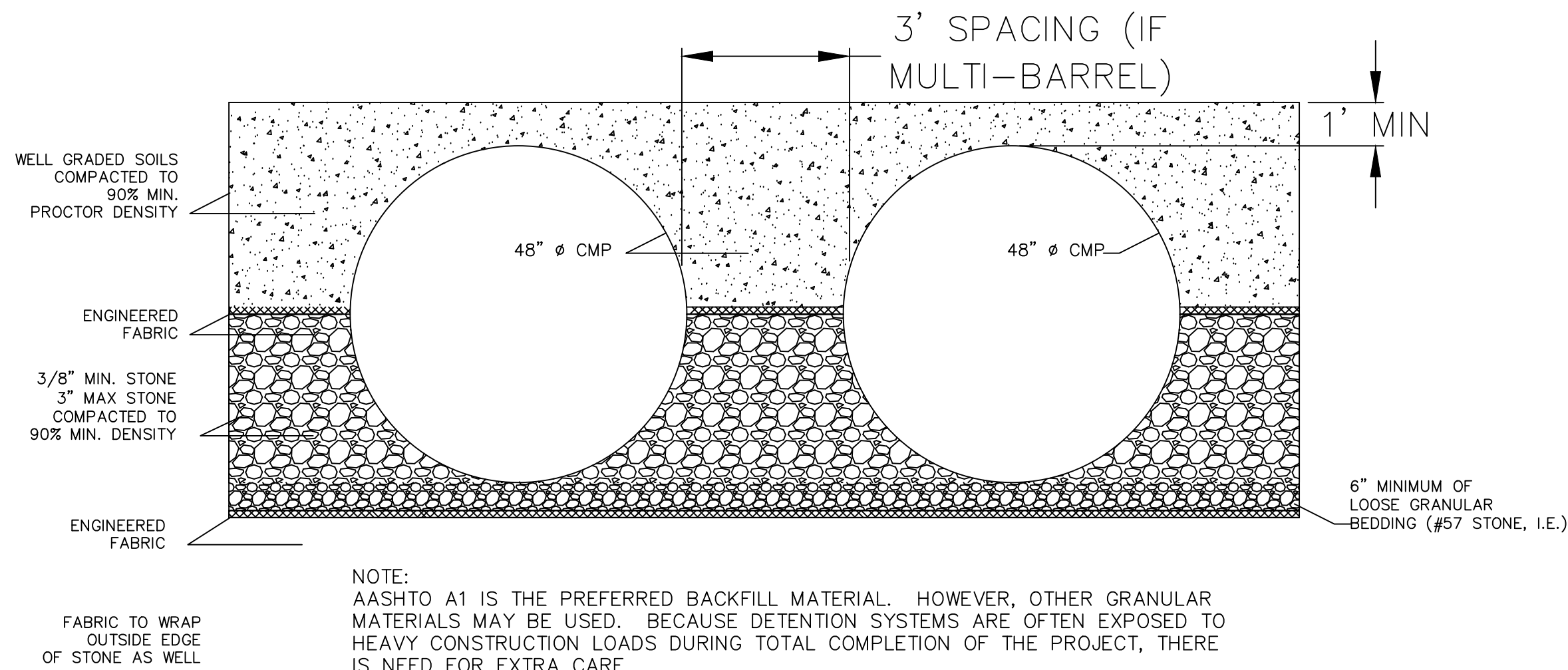


STORM LINE A2
VERT 1"=10'
HORZ 1"=50'



STORM LINE B
VERT 1"=10'
HORZ 1"=50'

48" Ø DETENTION SYSTEM BACKFILL DETAIL



NOTE:
AASHTO A1 IS THE PREFERRED BACKFILL MATERIAL. HOWEVER, OTHER GRANULAR MATERIALS MAY BE USED. BECAUSE DETENTION SYSTEMS ARE OFTEN EXPOSED TO HEAVY CONSTRUCTION LOADS DURING TOTAL COMPLETION OF THE PROJECT, THERE IS NEED FOR EXTRA CARE.
TO HANDLE THESE LOADS, IF THE MINIMUM COVER IS MORE THAN THE DIAMETER/6 AND THE DIAMETER IS LESS THAN 84", A2 OR A3 MATERIAL MAY GENERALLY BE USED IF THEY ARE PLACED IN 8" LIFTS AND COMPACTED TO 90% PROCTOR DENSITY. AS PIPE DIAMETERS INCREASE AND COVER DECREASES (APPROACHING THE MINIMUM COVER LEVEL), THE QUALITY OF THE BACKFILL AND COMPACTION DENSITY BECOME MORE IMPORTANT.

SC SOUTHEAST CULVERT, INC.

REV	DATE	DESCRIPTION
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-

CUSTOMER:
PROJECT:
LOCATION:
MATERIAL:
QUANTITY:
DWG: BACKFILL DETAIL

SCALE: N/A
SHT SHTS

A

UNDERGROUND DETENTION SYSTEMS

CONTRACTOR SHALL PROVIDE SHOP DRAWINGS FOR UNDERGROUND DETENTION SYSTEMS TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO PURCHASE AND INSTALLATION. THE UNDERGROUND DETENTION SYSTEM SHALL BE MANUFACTURED WITH CORRUGATED STEEL PIPE TO EXCEED ALL PERFORMANCE CRITERIA FOR A DESIGN LIFE OF 50 PLUS YEARS, AND BE ECONOMICAL, ADAPTIVE, STRUCTURALLY SOUND AND DURABLE.

FOUNDATION AND BEDDING

PRIOR TO PLACING ANY BEDDING THE FOUNDATION SHOULD BE UNIFORM AND STABLE. ANY UNSUITABLE FOUNDATION MATERIAL SHALL BE REMOVED. AT A MINIMUM 4 INCHES OF A WELL-GRADED GRANULAR MATERIAL SHALL BE PLACED AS THE BEDDING (#57 STONE OR SIMILAR IF THERE IS NO SUITABLE ON SITE MATERIAL).

BACKFILL

THE BACKFILL MATERIAL SHALL BE AN A1, A2 OR A3 GRANULAR FILL PER AASHTO M-145. SOME LOCAL SOILS MAY MEET THE MATERIAL REQUIREMENTS BUT SHOULD BE APPROVED BY THE ENGINEER OR GEOTECHNICAL ENGINEER. THE MATERIAL SHALL BE PLACED IN EQUAL LIFTS AND COMPACTED TO MINIMUM 90% AASHTO T99 STANDARD PROCTOR DENSITY. THE BACKFILL SHOULD BE CAREFULLY PLACED AND COMPACTED UNDER AND AROUND THE PIPE HAUNCHES.

THE BACKFILL SHOULD BE PLACED EVENLY ON BOTH SIDES OF THE STRUCTURE AND ADVANCED ALONG THE PIPE LENGTH AT THE SAME RATE TO AVOID DIFFERENTIAL LOADING. AT A MINIMUM, LARGER, MULTIPLE BARRELS AND MORE CRITICAL STRUCTURES SHOULD HAVE STONE OR A UNIFORM GRADED MATERIAL, NOT LARGER THAN 1/2 INCH IN SIZE, PLACED FOR THE INITIAL 1.5 TO 2 FEET UP THE PIPE ELEVATION OR TO THE SPRING-LINE ELEVATION OF THE PIPE. A SEPARATION GEOTEXTILE FABRIC IS TO BE PLACED ABOVE AND BELOW THIS INITIAL FILL MATERIAL.

MINIMUM COVER

COVER SHOULD BE PLACED TO THE PROPER ELEVATION AS OUTLINED IN THE PLANS. CONSTRUCTION LOADINGS NEED TO BE DETERMINED BASED ON THE TYPE OF EQUIPMENT PLANNED TO BE USED DURING CONSTRUCTION.

MINIMUM COVER FOR CONSTRUCTION EQUIPMENT IS DIFFERENT THAN STANDARD VEHICLE LOADINGS AND SHOULD BE CAREFULLY ASSESSED PRIOR TO PLACING ANY EQUIPMENT ON THE STRUCTURE. FOLLOW THE CHART AS OUTLINED IN THE NCSPA

INSTALLATION GUIDELINES:

MINIMUM COVER FOR CONSTRUCTION LOADS

PIPE SPAN (IN)	18 – 50 KIPS	50 – 75 KIPS	75 – 110 KIPS	110 – 150 KIPS
12-42	2.5 FT	2.5 FT	3 FT	3 FT
48-72	3 FT	3 FT	3.5 FT	4 FT
78-120	3 FT	3.5 FT	4 FT	4 FT
126-144	3.5 FT	4 FT	4.5 FT	4.5 FT

MAINTENANCE AND OPERATION PLAN FOR STORMWATER MANAGEMENT SYSTEMS

1. OWNER / DEVELOPER:
(RESPONSIBLE PARTY FOR MAINTENANCE ACTIVITIES)

PEACHTREE CARDIOLOGY, P.C.
190 GREEN CASTLE ROAD
TYRONE, GEORGIA 30290
CONTACT: DR. ASLAM KHAN, MD
PHONE: 770-702-1864

2. DESCRIPTION AND SCHEDULE OF MAINTENANCE ACTIVITIES FOR EACH STORMWATER MANAGEMENT BMP PROVIDED ON THIS SHEET. PROPERTY OWNER IS RESPONSIBLE FOR INSPECTIONS AND MAINTENANCE.

3. NO EASEMENTS ARE REQUIRED FOR PUBLIC STORMWATER MANAGEMENT SYSTEMS. A 20 FOOT DRAINAGE EASEMENT IS PROVIDED OVER ALL STORM PIPES FOR CITY ACCESS AND REVIEW. A 10-FOOT EASEMENT IS PROVIDED AROUND ALL STORMWATER MANAGEMENT FACILITIES. THESE EASEMENTS ARE FURTHER ADDRESS WITHIN THE STORMWATER FACILITY MAINTENANCE AGREEMENT FOR THE PROPERTY.

4. FUNDING SOURCE: PRIVATE

5. ACCESS AND SAFETY ISSUES: ALL ACCESS AND SAFETY ISSUES WILL BE COORDINATED BY THE PROPERTY OWNER. NO SAFETY ISSUES ARE EXPECTED AT THIS TIME.

6. PROCEDURES FOR TESTING: NO REGULAR TESTING REQUIRED. AN OBSERVATION WELL IS PROVIDED WITH INFILTRATION TRENCH, SEE DETAIL THIS SHEET. SEE GEORGIA STORMWATER MANAGEMENT MANUAL FOR ADDITIONAL INFORMATION.

Activity	Schedule
• Remove any trash/debris and sediment buildup in the underground trash racks, vaults or tanks.	As needed
• Check drainage areas for trash, erosion, and debris.	
• Clean underground detention if hazardous or foreign substances are spilled in the contributing drainage area.	
• Perform structural repairs to inlet and outlets.	
• Follow manufacturer's guidelines and develop/adjust plan for the underground detention.	Annually
• Clean out underground detention with vacuum or boom trucks.	
• Clean sediment or oil chambers.	

Inlet Report

Page 1

Line No	Inlet ID	Q =	Q	Q	Q	Junc Type	Curb Inlet		Grate Inlet					Gutter							Inlet			Byp Line No
		CIA (cfs)	carry (cfs)	capt (cfs)	Byp (cfs)		Ht (in)	L (ft)	Area (sqft)	L (ft)	W (ft)	So (ft/ft)	W (ft)	Sw (ft/ft)	Sx (ft/ft)	n	Depth (ft)	Spread (ft)	Depth (ft)	Spread (ft)	Depr (in)			
5	HGI A2.1	0.45	0.00	0.43	0.01	Comb	4.0	2.40	0.00	2.40	1.80	0.020	1.50	0.080	0.020	0.013	0.14	2.71	0.37	0.48	4.0	1		
4	RLI A5	0.56	0.00	0.56	0.00	DrCrb	6.0	10.60	0.00	0.00	0.00	Sag	0.00	0.050	0.050	0.013	0.07	1.35	0.07	1.35	0.0	Off		
3	HGI A4	2.23	0.00	2.23	0.00	Comb	4.0	2.40	1.50	2.40	1.80	Sag	1.50	0.080	0.020	0.013	0.17	3.77	0.50	3.77	4.0	Off		
2	HGI A3	0.31	0.00	0.31	0.00	Comb	4.0	2.40	0.00	2.40	1.80	0.080	1.50	0.080	0.020	0.013	0.10	1.23	0.33	0.00	4.0	1		
1	HGI A2	0.66	0.01	0.67	0.00	Comb	4.0	2.40	1.50	2.40	1.80	Sag	1.50	0.080	0.020	0.013	-0.01	1.07	0.32	1.07	4.0	Off		

Project File: New.stm

Number of lines: 5

Run Date: 6/21/2023

NOTES: Inlet N-Values = 0.016; Intensity = 102.61 / (Inlet time + 16.50) ^ 0.82; Return period = 25 Yrs. ; * Indicates Known Q added. All curb inlets are throat.

Storm Sewers v2022.00



Rev.	Date	Description
1.	6/19/23	ISSUED FOR PERMIT
2.	4/7/23	ISSUED FOR REVIEW

Date:	3/31/23	Drawn by:	EAM	Check by:	JLV
Project #:	1109-2205	Design by:	RKA	Review by:	JLV
Scale:	50' = 25' 0"	Sheet:	50' = 50'		

SITE DEVELOPMENT PLANS
FOR
PEACHTREE CARDIOLOGY

LAND LOT 156 OF THE 7TH DISTRICT, CITY OF PEACHTREE CITY, FAYETTE COUNTY, GEORGIA

STORM PIPE PROFILES

DRAWING NO.
C350



CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Robert Curnow, City Manager

FROM: David Borkowski, City Engineer 9/28/2023
Paul Salvatore, Finance Director 9/28/2023
Justin Strickland, Assistant City Manager 9/29/2023
Robert Curnow, City Manager

DATE: October 5, 2023

SUBJECT: 118 Lexington Pass Pipe Replacement

Recommendation:

Award the contract for the 118 Lexington Pass Pipe Replacement project to Helix Grading & Utility for their bid amount of \$88,920.14.

Discussion:

The existing 18" diameter storm drainage pipe adjacent to 118 Lexington Pass is severely corroded and a portion of the pipe has partially collapsed. This project consists of excavating and replacing the failing 18" pipe. Staff solicited bids from qualified contractors to perform the pipe replacement. The results of the bids are as follows:

Company	Total Bid
Helix Grading & Utility	\$88,920.14
Redlands	\$93,123.25
Blount Construction	\$97,458.87
Piedmont	\$106,085.00
FS Scarborough	\$145,900.93
Crawford Grading	\$182,376.00
Site Engineering	\$185,350.00

Note: Two contractors (A Abby and SH Creel) were disqualified from the bid. Their bid documents did not conform to the bid requirements.

Budget Impact:

Funds in the amount of \$88,920.14 are available in the 521-4250-541947 Infrastructure account.

Attachments:

None

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Robert Curnow, City Manager

FROM: David Borkowski, City Engineer 9/28/2023
Paul Salvatore, Finance Director 9/28/2023
Justin Strickland, Assistant City Manager 9/29/2023
Robert Curnow, City Manager

DATE: October 5, 2023

SUBJECT: 211 Van Ness Pipe Replacement

Recommendation:

Award the contract for the 211 Van Ness Pipe Replacement Project to Helix Grading & Utility for their bid price of \$117,673.45.

Discussion:

The existing 18" diameter storm drainage pipe adjacent to 211 Van Ness is severely corroded and a large scour hole has developed beneath the failing 18" pipe. This project consists of excavating and replacing the failing pipe. Staff solicited bids from qualified contractors to perform the pipe replacement work. The results of the bids are as follows:

COMPANY	TOTAL BID
Helix Grading & Utility	\$117,973.45
Redlands	\$127,390.14
Blount Construction	\$136,874.95
Piedmont	\$138,495.00
Crawford Grading	\$198,270.00
FS Scarbrough	\$201,996.39
Site Engineering	\$228,310.00

Note: Two contractors, A Abby and SH Creel, were disqualified from the bid. Their submitted documents did not conform to the bid requirements.

Budget Impact:

Funds in the amount of \$117,673.45 are available in the 521-4250-541947 Infrastructure account.

Attachments:

None

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Robert Curnow, City Manager

FROM: Yasmin Julio, City Clerk 9/28/2023
Robert Curnow, City Manager 9/28/2023

DATE: October 5, 2023

SUBJECT: Consider appointment to the Convention and Visitors Bureau Board

Recommendation:

Appoint Joe Campbell to the Convention and Visitor's Bureau Board.

Discussion:

The Convention and Visitor's Bureau Board has one Council-appointed seat open due to the expiration of Tina Carter-Jones' term. The application period was open for eight weeks with no applications received for that seat. Subsequently, the application period was re-opened for an additional four weeks and three applications were received. All applicants were interviewed by the selection committee comprised of Mayor Kim Learnard, Councilmember Phil Prebor, and Convention and Visitor's Bureau Board Member Tina Carter-Jones. The recommendation of the selection committee is to appoint Mr. Joe Campbell to the open seat.

Budget Impact:

This item should have no budgetary impact.

Attachments:

None

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Robert Curnow, City Manager

FROM: Yasmin Julio, City Clerk 9/28/2023
Robert Curnow, City Manager 9/28/2023

DATE: October 5, 2023

SUBJECT: 10-23-01 New Alcohol License - Linda Nails Salon, 100 N. Peachtree Parkway, Suite 36

Recommendation:

Approve a new alcohol license for Linda Nails Salon located at 100 N. Peachtree Parkway, Suite 36.

Discussion:

Linda Nails Salon, located at 100 N. Peachtree Parkway, Suite 36, has submitted a request for a new alcohol license. Ms. My Ngo has requested to be appointed as the Licensee and License Representative.

The business location and Ms. Ngo meet the requirements of the alcohol ordinance to be granted a license.

Budget Impact:

The budgetary impact of the alcohol beverage license will be positive. Per our ordinance, new applications approved after July 1st are required to pay a fee for the remainder of this calendar year for wine, which is \$286.50. In future years, the applicant will be required to pay the renewal fee for wine, which is \$575 annually.

Attachments:

1. Linda Nails Salon application



Office of the City Clerk

City of Peachtree City
151 Willowbend Road
Peachtree City, GA 30269
Phone: 770-487-7657
Fax: 770-631-2505
PeachtreeCityGA.gov

Application for Alcoholic Beverage License

Business Name: LINDA NAILS SALON	Business Location: 100 N Peachtree PKWY, ste 34 Peachtree city GA 30269	Number of Serving Bars:
Nature of Business: NAILS SALON	Mailing Address: Same above	Business Phone Number: 770-632-4433
Name of Licensee: MY NGO / Linda Nails	Home Address: [REDACTED]	Home/Cell Phone Number: [REDACTED]
Name of License Representative:	Home Address:	Home/Cell Phone Number:

Type of License:

Retail Consumption Dealer		Retail Package Dealer		Wholesale Dealer		Manufacturer	
Malt Beverage		Malt Beverage		Malt Beverage		Malt Beverage	
Wine	☒	Wine		Wine		Wine	
Distilled Spirits		Distilled Spirits		Distilled Spirits		Distilled Spirits	
Sunday Sales	☒	Holidays					

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

Name:	Address:	Phone Numbers:
Individual Owner's Name, Partners' Names, Corporation Name, and name of Contact Person regarding License Changes, Taxes, etc.	Please provide Home Addresses for the individuals listed	Please provide Home and Business Phone Numbers for individuals listed
MY THI NGO		770-632-4433 [REDACTED]

Contact Person:

E-mail Addresses for License Applicant(s):

Is any person who owns an interest in the Alcohol License an employee of the City of Peachtree City? YES/NO

If YES, please provide name of employee: _____

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Robert Curnow, City Manager

FROM: Robin Cailloux, Planning Director 9/28/2023
Justin Strickland, Assistant City Manager 9/28/2023
Robert Curnow, City Manager 9/28/2023

DATE: October 5, 2023

SUBJECT: 10-23-02 Variance request for 270 Parkade Court to encroach into rear setback

Recommendation:

The staff have no recommended conditions if the City Council grants the variance.

Discussion:

The Applicant is requesting relief in the form of a variance from the rear setback of 50 feet [Section 1008.4(e) of the Zoning Ordinance]. The applicant is requesting to build a metal roof over an existing concrete pad and encroach 24.6 feet into the 50-foot setback.

The property is a developed industrial site and zoned GI General Industrial. The proposed roof will be used to cover outdoor storage of materials and products.

As part of the application, the Applicant has included a justification narrative and a site plan, which are attached to this memo.

Variance Consideration

In accordance with Section 1202 of the Zoning Ordinance, City Council may grant a variance when:

- a. Relief, if granted, would be in harmony with, or could be made to be in harmony with, the general purpose and intent of the zoning ordinance; **or**
- b. The application of the particular provision of the zoning ordinance to a particular piece of property, due to extraordinary and exceptional conditions pertaining to that property because of its size, shape, or topography, would create an unnecessary hardship for the owner while causing no detriment to the public.

Per section 1207 of the Peachtree City Zoning Ordinance, City Council shall consider the following factors when making a decision:

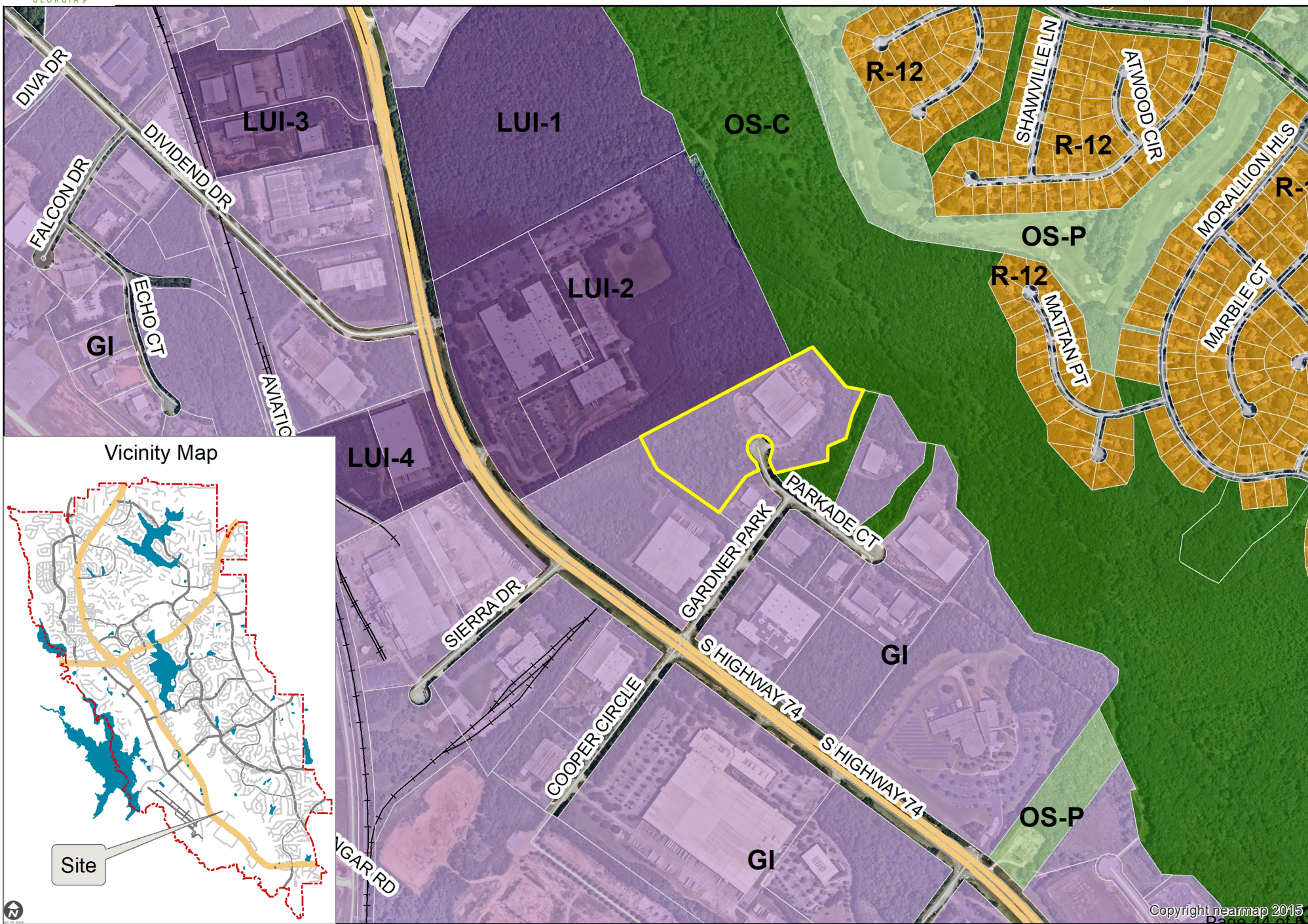
- a. There are special circumstances applicable to the property, including location, shape, size, surroundings, or topography so that the strict application of this ordinance denies the property of privileges enjoyed by other property in the vicinity and under identical zoning district classification;
- b. The strict or literal interpretation and application of this ordinance would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the Zoning Ordinance, or would deprive the Applicant of privileges granted to others in similar circumstances;
- c. There are exceptional or extraordinary circumstances or conditions applicable to the property involved or the intended development of the property which preclude the applicant from complying with this ordinance and that do not apply generally to other property in the same zoning district and which prevent the applicant from complying with existing regulations;
- d. The granting of such variance will not constitute the granting of special privileges inconsistent with the limitations on other property in the same zoning district;
- e. The granting of such variance will not be materially detrimental to the public health, safety, or general welfare nor injurious to property or improvements in the zone or neighborhood in which the property is located; and
- f. The granting of such variance will not create inconsistencies with any objective of the Comprehensive Plan.

Budget Impact:

There are no budget impacts associated with this request.

Attachments:

1. Zoning Map
2. Applicant Narrative
3. Site Plan



APPLICANT NARRATIVE

The variance is to build a lean too shed roof on the side of an existing building. The dimensions will be 90 feet wide by 28 feet deep. It will consist of steel posts, steel rafters, and steel beams. It will have a metal panel roof to match the existing building. It will have concrete drive under the lean too, in order for fork lifts to operate and will be used for storage purposes for products that need to be under cover. The side of the building that we are asking for the variance, currently consists of grass and some various plants. There is a buffer of trees between the next occupancy which is Panasonic. This will not be visible from their land, due to the tree buffer.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Robert Curnow, City Manager

FROM: Robin Cailloux, Planning Director 9/28/2023
Justin Strickland, Assistant City Manager 9/28/2023
Robert Curnow, City Manager 9/28/2023

DATE: October 5, 2023

SUBJECT: 10-23-03 Variance request for 319 Sandalin to encroach into rear setback

Recommendation:

The staff do not have any recommended conditions if City Council approves this variance.

Discussion:

The Applicant is requesting relief in the form of a variance from the rear setback requirement of 30 feet [Section 1001.4(i) of the Zoning Ordinance]. They are requesting to re-build a deck that encroaches 1.2 feet into the 30-foot setback.

A variance was granted to this property in 2000 for the construction of a sunroom. While the deck does not encroach further into the setback than the sunroom, legal review of the 2000 variance determined that the encroachment was only granted for the sunroom. Therefore, some type of additional relief is needed for the deck.

This request would normally qualify for an administrative variance, but not all neighbors were willing to write a letter of support. Since the applicant was unable to provide all the required materials for the administrative variance, their only option is to go through the full variance process.

As part of the application, the Applicant has included a site plan and letters of support from most of their neighbors.

Variance Consideration

In accordance with Section 1202 of the Zoning Ordinance, City Council may grant a variance when:

- a. Relief, if granted, would be in harmony with, or could be made to be in harmony with, the general purpose and intent of the zoning ordinance; or

- b. The application of the particular provision of the zoning ordinance to a particular piece of property, due to extraordinary and exceptional conditions pertaining to that property because of its size, shape, or topography, would create an unnecessary hardship for the owner while causing no detriment to the public.

Per section 1207 of the Peachtree City Zoning Ordinance, City Council shall consider the following factors when making a decision:

- a. There are special circumstances applicable to the property, including location, shape, size, surroundings, or topography so that the strict application of this ordinance denies the property of privileges enjoyed by other property in the vicinity and under identical zoning district classification;
- b. The strict or literal interpretation and application of this ordinance would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the Zoning Ordinance, or would deprive the Applicant of privileges granted to others in similar circumstances;
- c. There are exceptional or extraordinary circumstances or conditions applicable to the property involved or the intended development of the property which preclude the applicant from complying with this ordinance and that do not apply generally to other property in the same zoning district and which prevent the applicant from complying with existing regulations;
- d. The granting of such variance will not constitute the granting of special privileges inconsistent with the limitations on other property in the same zoning district;
- e. The granting of such variance will not be materially detrimental to the public health, safety, or general welfare nor injurious to property or improvements in the zone or neighborhood in which the property is located; and
- f. The granting of such variance will not create inconsistencies with any objective of the Comprehensive Plan.

Budget Impact:

There are no budget impacts associated with this item.

Attachments:

- 1. Zoning Map
- 2. Site Plan
- 3. Letters of Support

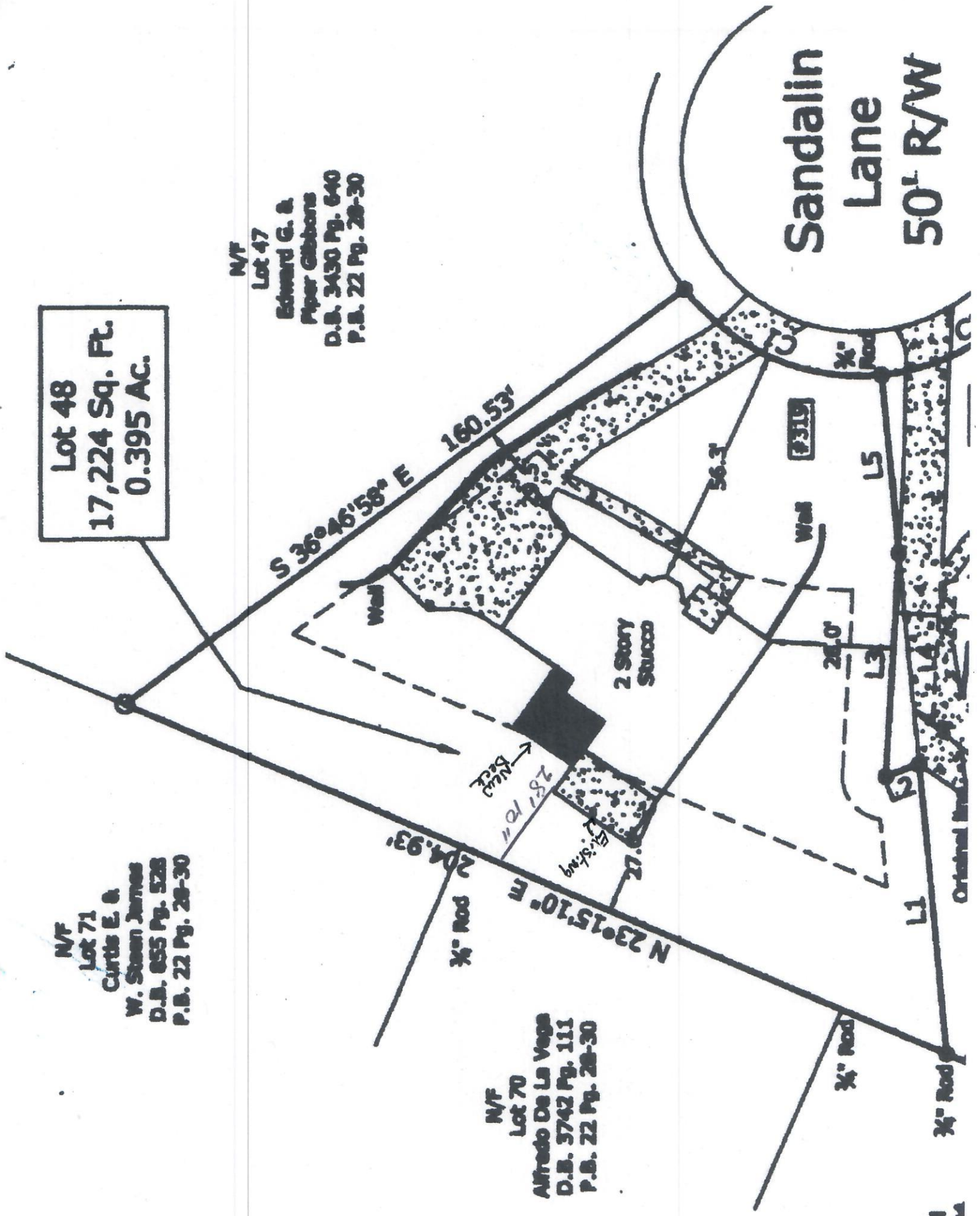
Lot 48
17,224 Sq. Ft.
0.395 AC.

N/F
 Lot 71
 Curtis E. &
 W. Steven James
 D.B. 855 Pg. 528
 P.B. 22 Pg. 28-30

N/F
 Lot 47
 Edward G. &
 Piper Gibbons
 D.B. 3430 Pg. 640
 P.B. 22 Pg. 28-30

N/F
 Lot 70
 Alfredo De La Vega
 D.B. 3742 Pg. 111
 P.B. 22 Pg. 28-30

Sandalin
Lane
50' R/W



August 4, 2023

Rodney and Annette Strong
319 Sandalin Lane
Peachtree City, GA. 30269

Dear Neighbor,

We are petitioning the city for a permit to rebuild our deck. Currently, we were told, that our deck protrudes into the setback behind our house. The setback behind the deck should be 30ft from property line. A small portion of our deck is 28ft 10inches from our back property line, which puts us 1ft 2inches into the 30ft setback. This requires us to apply for an administrative variance to rebuild our deck.

To speed up the process, we are asking our neighbors with property that butts up against our back yard property line to let us know if they have any objections to the deck rebuilding.

If you do not have an objection with our request for a variance, please sign below indicating no objection.

Thanks,



Rodney and Annette Strong

Neighbors:

John Cable
317 Sandalin Ln.
Peachtree City, GA

John C. Cable

Print Name

John C. Cable

Sign Name

Curtis & Steen James
212 Chattan Trails
Peachtree City, GA

Curtis James

Print Name

Curtis James

Sign Name

Steen James

Print Name

Steen James

Sign Name

Alfredo De La Vega
210 Chattan Trails.
Peachtree City, GA

Alfredo de la Vega

Print Name

[Signature]

Sign Name

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Robert Curnow, City Manager

FROM: Robin Cailloux, Planning Director 9/28/2023
Justin Strickland, Assistant City Manager 9/28/2023
Robert Curnow, City Manager 9/28/2023

DATE: October 5, 2023

SUBJECT: 10-23-04 Variance request for 140 Tamerlane to encroach into rear setback

Recommendation:

Should the City Council decide to approve the variance request, staff recommends approval with the following condition:

1. An as-built survey, conducted by a licensed and registered land surveyor, shall be provided to the City prior to issuance of a building permit.

Discussion:

The Applicant is requesting relief in the form of a variance from the rear building setback requirement of 30 feet [Section 1001.4(i) of the Zoning Ordinance] at 140 Tamerlane. The applicant is asking to encroach 28 feet into the 30-foot setback. The property was granted an administrative variance in 2002 for the portion of the house that was constructed in the rear setback.

A stop-work notice was issued by Code Enforcement when it was discovered that the property owner was having a structure constructed over their back yard without a building permit. Photos of the work constructed to date have been attached to this memo.

As part of the application, the Applicant has included a justification narrative, letters of support from neighbors, building plans, and a site plan, which are attached to this memo. It appears that the building plans do not match what is already built; therefore, updated plans will be required prior to issuance of a building permit if the variance is approved.

Variance Consideration

In accordance with Section 1202 of the Zoning Ordinance, City Council may grant a variance when:

1. *Relief, if granted, would be in harmony with, or could be made to be in harmony with, the general purpose and intent of the zoning ordinance; or*
2. *The application of the particular provision of the zoning ordinance to a particular piece of property, due to extraordinary and exceptional conditions pertaining to that property because of its size, shape, or topography, would create an unnecessary hardship for the owner while causing no detriment to the public.*

Per section 1207 of the Peachtree City Zoning Ordinance, City Council shall consider the following factors when making a decision:

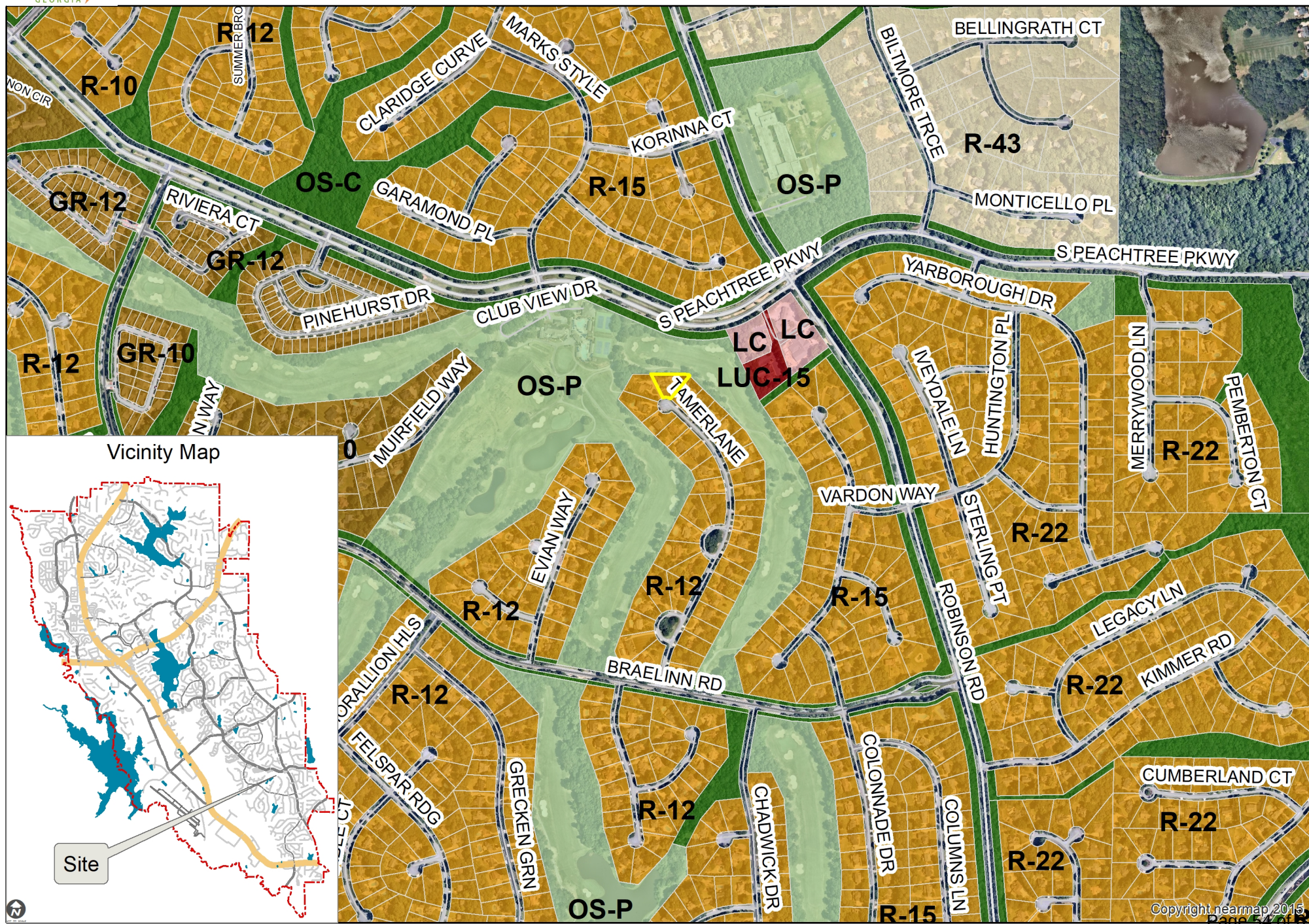
1. *There are special circumstances applicable to the property, including location, shape, size, surroundings, or topography so that the strict application of this ordinance denies the property of privileges enjoyed by other property in the vicinity and under identical zoning district classification;*
2. *The strict or literal interpretation and application of this ordinance would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the Zoning Ordinance, or would deprive the Applicant of privileges granted to others in similar circumstances;*
3. *There are exceptional or extraordinary circumstances or conditions applicable to the property involved or the intended development of the property which preclude the applicant from complying with this ordinance and that do not apply generally to other property in the same zoning district and which prevent the applicant from complying with existing regulations;*
4. *The granting of such variance will not constitute the granting of special privileges inconsistent with the limitations on other property in the same zoning district;*
5. *The granting of such variance will not be materially detrimental to the public health, safety, or general welfare nor injurious to property or improvements in the zone or neighborhood in which the property is located; and*
6. *The granting of such variance will not create inconsistencies with any objective of the Comprehensive Plan.*

Budget Impact:

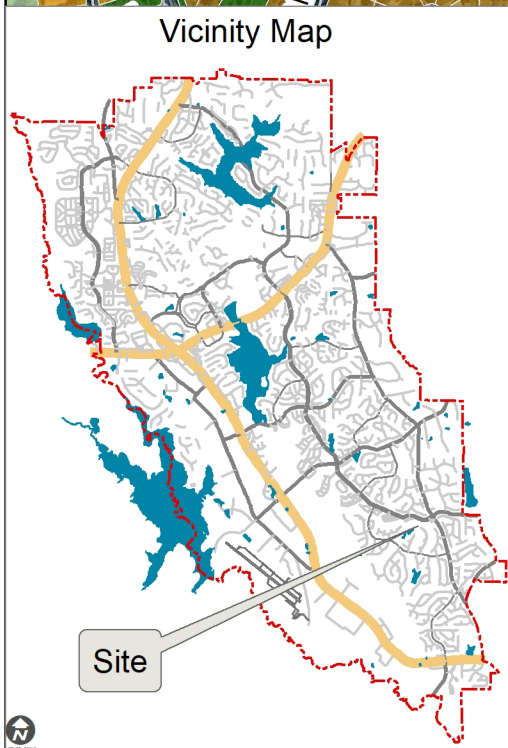
There are no budget impacts associated with the request

Attachments:

1. Zoning Map
2. Applicant Narrative
3. Site Plan
4. Construction Plans from permit
5. Letters of Support
6. Project photos



Vicinity Map



Jihad HOJAJI
140 TAMERLANO
P.T.C GA 30269

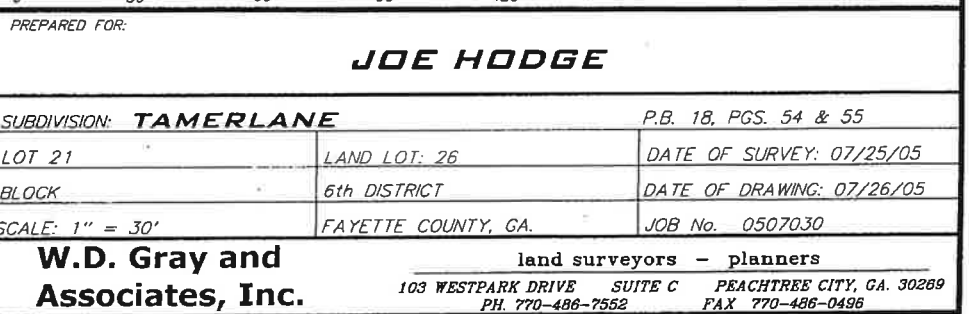
8/22/2023

To whom it may concern.

I am Requesting the Approval of the permit for the patio
for the following Reasons.

- 1 - we have a Huge issue with the RAIN on the patio Because
most of the water is Trapped on the patio Due to poor construction
of the concrete pour not enough slope to push the water
AWAY From the main house structure.
- 2 - Damage to the exterior wall of the House and water leak
to the crawl space.
- 3 - For the summer the patio flag stone will become very Hot almost
impossible to walk on.
and in the winter with the puddle of water it becomes
Ice and very DANGERS slipping to step on.
- 4 - we Bought the property as it stands Today with a
Tree & shrubs Bed Almost 30' wide from the edge of the
PATIO. we Thought we have enough Room for the property edge
we already spend over 20K on labor & materials and since the material
is sitting in the sun & RAIN.
We ASK ^{Kindly} you for the Approval to make our living ^{comfortable} at the property with our
Grandchildren.

Thanks Kindly



FRONT VIEW
140 Tamenland
P.T.C.

Roof

- Sheathing: 1x6 T&G.
- Shingle
- 3/12 Pitch

RAFTER
Double 2x10's
24" Centers

Ridge Beam
Double 24"x24"
LVL

4'x4'
FRAMED
CORNER
WALL

Double
14" LVL
15'

Double
14" LVL

Double
14" LVL
15'

8'

9'

4'

39'

DELTA
MILLION MILER

August 18, 2023

137 Tamerlane
Peachtree City, GA 30269
770-486-8225

To whom it may concern,

We live at 137 Tamerlane, Peachtree City, GA 30269.

My next-door neighbor, Mr. Jihad (Joe) Hajj, who lives at 140 Tamerlane, is planning on building a structure behind his home. The structure is not near our property line and will not affect us. Therefore, we have no objections as long as it has the approval of the Peachtree City building department.

Thank you,



Michael and Sharon Marchisello

August 21, 2023

To whom it may concern

Regarding the open-air porch/addition being built by our neighbors at 140 Tamerlane, Peachtree City, GA 30269, we understand it encroaches the setback between the golf course and the rear property line for 140 Tamerlane. As neighbors and owners of the property at 138 Tamerlane, we do not object to the structure being built and support the completion of the project. We believe it adds value to the home and neighborhood and would be consistent with the features of the surrounding properties and lifestyle of the community at-large. Feel free to contact us if any questions regarding this matter.

Sincerely,

 
John and Pamela DeGrange
138 Tamerlane
Peachtree City, GA 30269















