



CITY COUNCIL

Kim Learnard, Mayor

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

Suzanne Brown, Post 2 | Clinton Holland, Post 3

SCAN FOR AGENDA
PACKET



Revised Work Session Agenda

November 7, 2024 | 9:30 AM

City Hall

1. **Call to Order**
2. **Public Comment**
3. **Work Session Discussion Items**
 - A. Deer Management Plan (Emily Rapach, DNR)
 - B. Boards, Commissions, and Authorities Alternate Voting Ordinance #1230 (Yasmin Julio)
 - C. Senior Property Tax Exemption (Justin Strickland)
 - D. Recreation Advisory Group (Justin Strickland)
 - E. Surplus and Disposal of Decommissioned Vehicles (Jonathan Miller)
 - F. Capital Improvement Vehicle Purchases (Jonathan Miller)
 - G. Purchase Replacement Skid Steer Track Loader for Public Works (Jonathan Miller)
 - H. Extension of Mechanical Services Agreement (David Borkowski)
 - I. Budget Amendment FY2024 - LMIG (Kelly Bush)
 - J. Budget Amendments FY2024 and FY2025 (Kelly Bush)
 - K. Budget Amendment FY2025 - ARPA (Kelly Bush)
 - L. Budget Amendment FY2025 - Keep Peachtree City Beautiful Fund (Kelly Bush)
 - M. Backyard Chickens (Lora Hooks)
 - N. Wicker Hill Land Lease Agreement (Ted Meeker)
4. **New Agenda Items**
 - A. **Film Location Agreement** (Harold Layton)
5. **Old Agenda Items**
 - A. 10-24-04 Ordinance # 1229 Zoning text amendment to create a Short Term Rental permit (Justin Strickland)
6. **Council/Staff Topics**
7. **Executive Session**
8. **Adjourn**

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

This meeting will be held in the Frances Meaders Council Chambers at City Hall. Page 1 of 89

It is the policy of the City of Peachtree City that all city-sponsored public meetings and events are accessible to people with disabilities and are in compliance with Title VI of the Civil Rights Act of 1964. If you need assistance in participating in this meeting or event due to a disability as defined under the ADA or need assistance per Title VI, please contact the City's Title VI and ADA Coordinator, Dr. Teaa Allston-Bing at (770) 632-4276 or e-mail tallston-bing@peachtree-city.org at least three (3) business days before the scheduled meeting or event to request an accommodation.

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 OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Justin Strickland, City Manager

FROM: Jonathan Miller, Public Works Director 10/31/2024
Paul Salvatore, Finance Director 10/31/2024
Yasmin Julio, Interim Assistant City Manager 10/31/2024
Justin Strickland, City Manager 11/1/2024

DATE: November 7, 2024

SUBJECT: Deer Management Plan

Recommendation:

No action requested as of this time. Council should consider potential presented options for future approval.

Discussion:

Concerns have been raised by members of our Council and residents regarding the noticeable increase in the presence of deer within Peachtree City. This has led our team to partner with the Georgia Department of Natural Resources (DNR) to explore whether there is an overpopulation of deer in our city. DNR experts will be sharing insights based on their initial review of data collected from our city, including deer-related vehicle accidents and dispatch calls (attached map) as well as local site inspections. Their presentation will provide a foundation for understanding the deer population in our area and offer guidance on sustainable and effective management strategies to ensure a safe coexistence for our residents and wildlife.

Budget Impact:

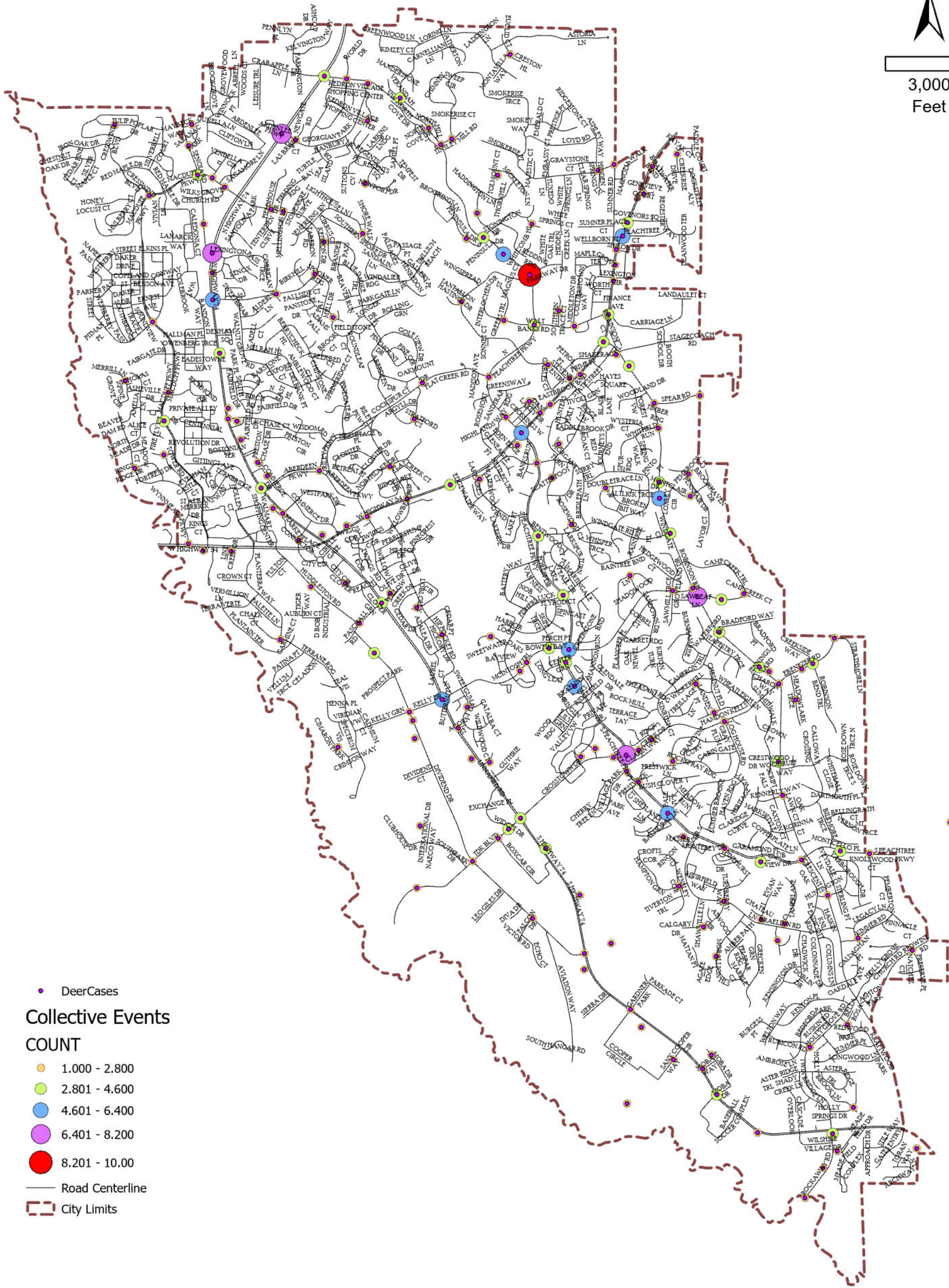
Depending on the solution selected, costs may vary. Additional research will be needed to determine potential expenses.

Attachments:

1. Deer Incident Points
2. Peachtree City- Deer Management Presentation



Peachtree City Deer Incident Cases between 2022 - Present





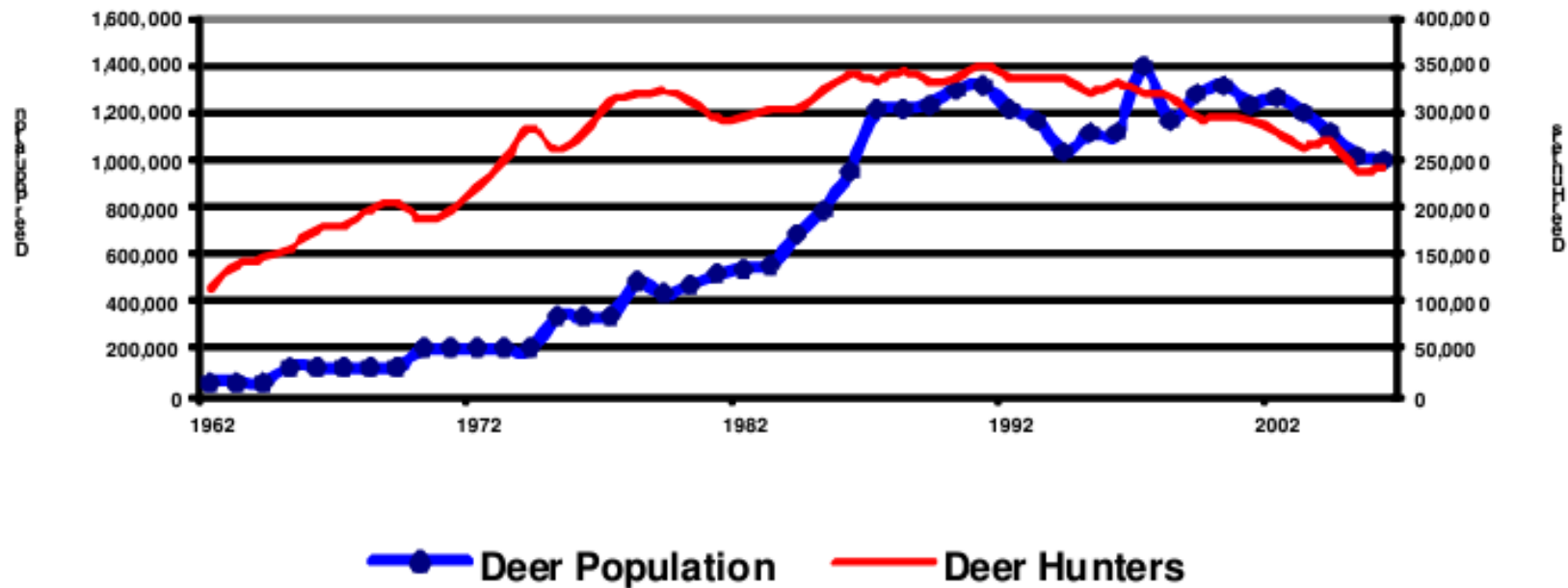
Deer Management and the Ecosystem



Emily Rapach, Wildlife Biologist
Peachtree City
November 7th, 2024

Population History

Table 1. Deer Population and Deer Hunters From 1962-2006



Urban Considerations

- Lack of hunting = lack of population control
- Current predators and disease will not control deer populations
- Most urban sprawl is excellent habitat that supports high populations



Carrying Capacity

- Biological carrying capacity



Carrying Capacity

- Biological carrying capacity
- Ecological carrying capacity



Ecosystem Concerns

- Excessive deer browse can alter vegetation structure by *reducing native plant cover* and *increasing the amount of invasive plants*.
- Reduction of plant understory *removes necessary cover* for songbirds and other wildlife, such as small mammals.



Huddleston Park
(Peachtree City)

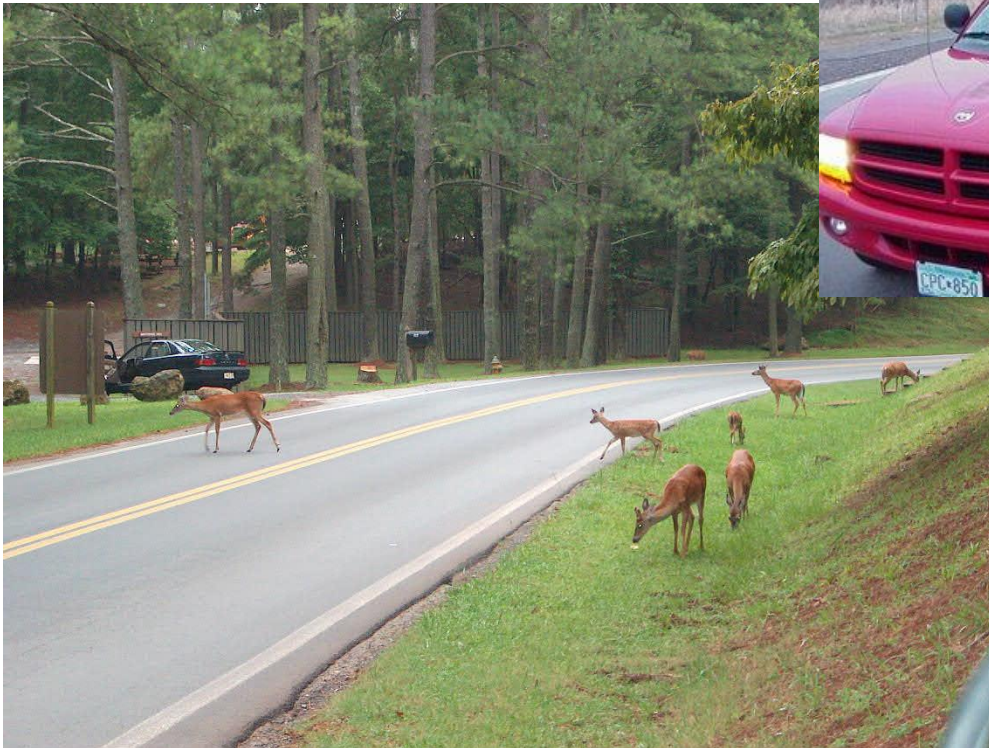
Carrying Capacity

- Biological carrying capacity
- Ecological carrying capacity
- Social carrying capacity



Carrying Capacity

- Biological carrying capacity
- Ecological carrying capacity
- Social carrying capacity



Deer Management Options

- Non-lethal methods for mitigating conflict
- Lethal control: hunting (most economical and effective tool)
- Fertility control does not reduce populations and is not a legal method in Georgia.
- Relocating deer is illegal due to disease transmission risks and is extremely stressful for animals



Urban Archery Hunting

How it works:

- Hunters shoot from an elevated position
 - Ground acts as a natural backstop, eliminating stray arrows
- Archers shoot at closer distances, preventing them from misidentifying deer
- Georgia Recreation Property Act



Urban Archery Hunting

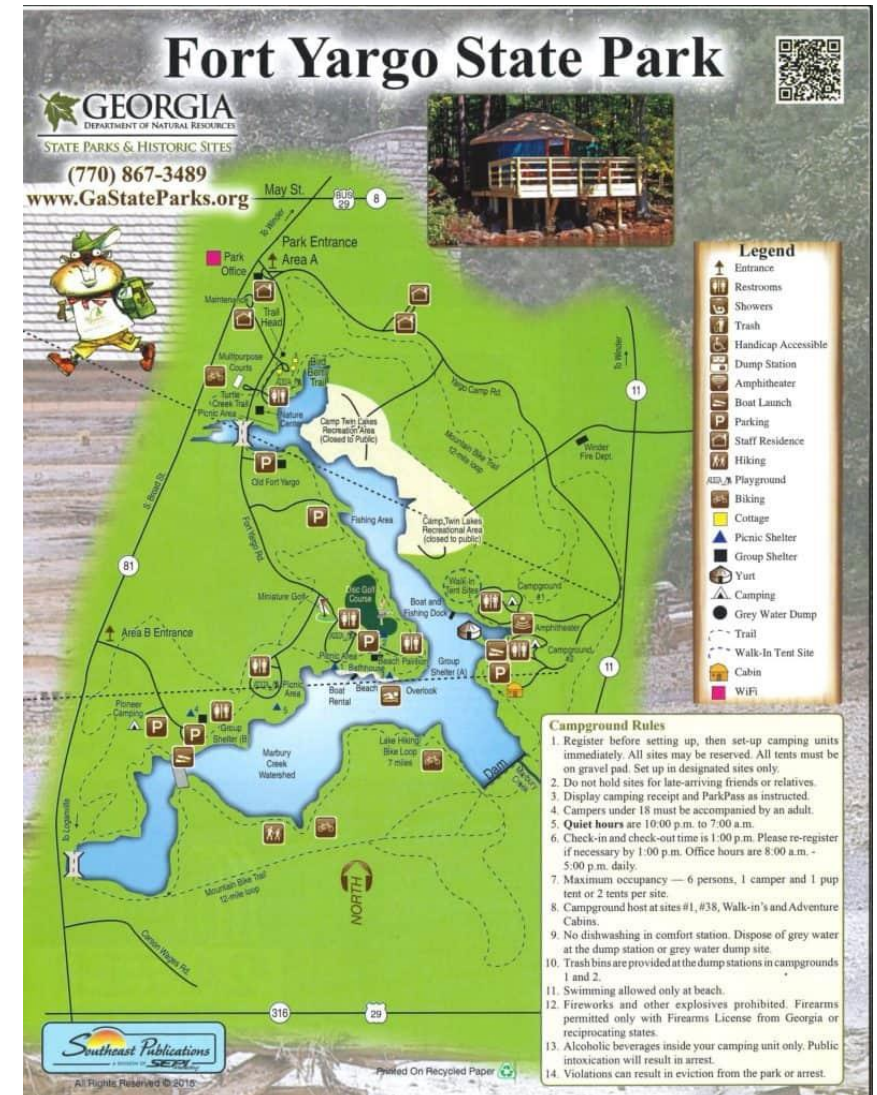
There are **no** reports of other people being injured by an archery hunter in Georgia.

- 92% of archery hunting related injuries were related to falls from tree stands. The other 8% were self-inflicted injuries.
- The injury rate for archery hunting is 0.58 per 1,000 participants.
 - Basketball = 7.67, Baseball = 2.51 (Archery Trade Association)
- **Non-participants simply do not get injured by archery hunters**
(International Hunter Education Association statistics)



Urban Hunting

- Local success story
 - Fort Yargo State Park
 - Annual deer hunt
 - Averages 100 deer harvested by 48 hunters
 - Staff reports ecological integrity of the park is improving
 - Documented deer vehicle collisions in the area have reduced by 57%
- Forsyth County, GA
- Fairfax County, VA
- Montgomery Parks, MD
- + Many others!



CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Justin Strickland, City Manager

FROM: Justin Strickland, City Manager 11/1/2024

DATE: November 7, 2024

SUBJECT: Boards, Commissions, and Authorities Alternate Voting Ordinance #1230

Recommendation:

No action requested as of this time. This item will be on the next meeting's agenda for approval.

Discussion:

Appointed alternates are required to attend a minimum of 60 percent of the regular and special-called meetings. While the ordinance allows them to participate in discussions, they are not authorized to vote. At the Council's request, the staff is bringing forward an amendment to the ordinance that would allow the alternate to be a voting member of the body in the absence of a regular member.

The initial interest was solely in the planning commission's alternate. However, the proposed amendment would allow any board that has an appointed alternate to be allowed to vote as well, since they also have an attendance requirement. Currently, the planning commission is the only board with an appointed alternate. This change would not apply to authorities authorized by the general assembly, such as development authorities, redevelopment agencies, etc.

Budget Impact:

Attachments:

1. Appointment Process to Commissions and Authorities

AN ORDINANCE TO AMEND ARTICLE V, BOARDS, COMMISSIONS AND AUTHORITIES, OF THE PEACHTREE CITY ADMINISTRATION ORDINANCE, AS AMENDED, ~~TO PROVIDE FOR APPOINTMENTS; TO AUTHORIZE THE ALTERNATE TO VOTE;~~ TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEACHTREE CITY, GEORGIA, THAT:

Section 1. Article V, Boards, Commissions and Authorities, Section 2-336 of the Administration Ordinance of the City of Peachtree City, Georgia, as amended, is hereby further amended and is to be codified as follows:

Sec. 2-336. - Commission, authority, and board appointments, attendance.

- (e) Filling of unexpired terms. At the time of appointment of a member(s) to a commission, authority, or association the city council may designate an alternate(s) from the pool of applicants. Any alternate shall have the ability to participate in all discussion of the commission, authority, or association, but shall not have the right to vote on any matter before the commission, authority, or association .; provided, however, that in the event of an absence of an appointed member of a city commission or association, the alternate shall have the ability to be a voting member of such city commission or association. An alternate shall not be able to vote due to the absence of an appointed member of an authority created by the Georgia General Assembly.

The alternate shall be automatically elevated to a regular member of the commission, authority, or association upon a vacancy during an unexpired term, and serve the balance of the unexpired term. Subsequently, the vacant alternate position would be filled via the next regular interview process.

Section 2: This ordinance shall become effective upon adoption.

Section 3: Should any phrase, clause, or section of this ordinance be deemed unconstitutional by a court of competent jurisdiction, such determination shall not affect the remaining provisions of this ordinance, which provisions shall remain in full force and effect.

Section 4: All ordinances or resolutions, or parts thereof, which conflict with the provisions of this ordinance are, to the extent of such conflict, hereby repealed.

DONE, RATIFIED and PASSED, by the City Council of the City of Peachtree City, Georgia
on the _____ day of November, _____, in regular session assembled.

Kim Learnard, Mayor

ATTEST: _____
Yasmin Julio, City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Justin Strickland, City Manager

FROM: Paul Salvatore, Finance Director 11/1/2024
Yasmin Julio, Interim Assistant City Manager 11/1/2024
Justin Strickland, City Manager 11/1/2024

DATE: November 7, 2024

SUBJECT: Senior Property Tax Exemption

Recommendation:

Discuss and consider options for modification of the city's Senior Homestead Property Tax Exemption.

Discussion:

The city has had a property tax exemption in place for seniors for approximately 20 years, with no changes to the exemption amount or income qualifications since inception. As the city's millage rate has come down over 1.1 mills over the past 12 years, and inflation over that same timeframe has had a significant impact on the buying power of the exemption, a desire has been expressed to review and possibly amend the exemption criteria.

Staff is recommending that Council raise the income threshold to \$60,000 and increase the value exemption to \$15,000. The age requirement would remain at 65 or older. This would take an applicant's savings from \$29.92 to \$89.75. A 200% increase in savings. This threshold would also increase the amount of households in Peachtree City that would qualify for the exemption from around 1,000 to around 2,000.

Senior Homestead Exemption History

Year	People Enrolled	Credit Value	Total Cost to City
2019	99	\$ 31.16	\$ 3,084.84
2020	85	\$ 31.16	\$ 2,648.60
2021	59	\$ 30.22	\$ 1,782.98
2022	74	\$ 30.22	\$ 2,235.91
2023	80	\$ 30.22	\$ 2,417.20

Average	79.4	\$ 30.59	\$ 2,433.91
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Senior Homestead Exemption Scenarios

	Income Threshold	Total Value Exemption	Applicants	Current Millage	Credit Value	Total Cost to City
Current	\$30,000	\$5,000	80	5.983	\$29.92	\$2,393
Current if all applied	\$30,000	\$5,000	1,139	5.983	\$29.92	\$34,073
Inflation Adjustment	\$60,000	\$7,750	1,964	5.983	\$46.37	\$91,067
	\$60,000	\$10,000	1,964	5.983	\$59.83	\$117,506
	\$60,000	\$12,500	1,964	5.983	\$74.79	\$146,883
Recommendation	\$60,000	\$15,000	1,964	5.983	\$89.75	\$176,259
	\$60,000	\$20,000	1,964	5.983	\$119.66	\$235,012
	\$60,000	\$30,000	1,964	5.983	\$179.49	\$352,518

Budget Impact:

The budget impact will be determined once the new criteria are established. Staff estimates the ongoing annual cost impact of the revised criteria at approximately \$176,000.

Attachments:

1. Resolution Expansion Senior Exemption
2. Draft Legislation- Senior Exemption (2)

CITY OF PEACHTREE CITY
STATE OF GEORGIA

RESOLUTION No. 11072024-DI-C

A RESOLUTION TO APPROVE THE PROPOSED LEGISLATION TO BE INTRODUCED IN THE GENERAL ASSEMBLY OF THE STATE OF GEORGIA SO AS TO AMEND THE HOMESTEAD TAX EXEMPTION FOR SENIOR CITIZENS IN THE CITY; TO REPEAL CONFLICTING LAWS AND RESOLUTIONS; AND FOR OTHER PURPOSES.

WHEREAS, the City of Peachtree City, Fayette County, Georgia, was duly incorporated by an act appearing at 1959 Ga. Laws, p. 2049, as amended by Ordinance No. 770, adopted September 6, 2001, et. seq.; and

WHEREAS, the Georgia General Assembly, during the 2005 Legislative Session, passed Act 203 (H.B. 590) and the Governor approved the act on May 5, 2005; and

WHEREAS, the voters of the City of Peachtree City approved the act by referendum on November 8, 2005; and

WHEREAS, the City Council of the City of Peachtree City desires to expand the ad valorem tax relief for certain citizens of the City, and has determined such relief to be in the best interest of the citizens of the City of Peachtree City.

THEREFORE, BE IT RESOLVED that the City Council of the Peachtree City Council do hereby express their desire that the City's elected representatives in the General Assembly seek legislation which is similar to that the proposed legislation attached hereto as Exhibit "A".

IT IS SO RESOLVED, this _____ day of November, 2024.

ATTEST:

Yasmin Julio, City Clerk

Kim Learnard, Mayor

Frank Destadio, Mayor Pro-Tem

Clint Holland, Councilmember

Laura Johnson, Councilmember

Suzanne Brown, Councilmember

CLERK'S CERTIFICATION

I, Yasmin Julio, City Clerk of the City of Peachtree City, do hereby certify that I am the keeper of the seal, minutes, and records of said City; that the attached is a true, correct, and exact copy of the original Resolution Number _____ as the same appears on record in the office of the City Clerk of the City of Peachtree City, Georgia; adopted November 21, 2024.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the corporate seal of the City this the ____ day of _____, 2024.

Yasmin Julio, City Clerk
City of Peachtree City, Georgia

A BILL TO BE ENTITLED
AN ACT

To expand the homestead exemption from certain City of Peachtree City ad valorem taxes for municipal purposes to the increased amount of \$15,000.00 from the original \$5,000 of the assessed value of the homestead for certain residents of the City of Peachtree City who are senior citizens and whose income does not exceed \$60,000.00; to provide for definitions; to specify the terms and conditions of the exemption and the procedures relating thereto; to provide for applicability; to provide for a referendum, effective dates, and automatic repeal; to repeal conflicting laws; and for other purposes.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

SECTION 1.

(a) As used in this Act, the term:

(1) "Ad valorem taxes for municipal purposes" means all municipal ad valorem taxes for municipal purposes, levied by, for, or on behalf of the City of Peachtree City, except for taxes to pay interest on and to retire municipal bonded indebtedness.

(2) "Homestead" means homestead as defined and qualified in Code Section 48-5-40 of the O.C.G.A.

(3) "Income" means federal adjusted gross income determined pursuant to the Internal Revenue Code of 1986, as amended, for federal income tax purposes.

(4) "Senior citizen" means a person who is 65 years of age or over on or before January 1 of the year in which application for the exemption under this Act is made.

(b) Each resident of the City of Peachtree City who is a senior citizen is granted an exemption on that person's homestead from all City of Peachtree City ad valorem taxes for municipal purposes in the amount of \$15,000.00 of the assessed value of that homestead. The value of that property in excess of such exempted amount shall remain subject to taxation. The exemption under this subsection shall only be granted if that person's income, together with the income of the spouse who also occupies and resides at such homestead does not exceed \$60,000.00 for the immediately preceding year.

(c) A person shall not receive the homestead exemption granted by subsection (b) of this section unless the person or person's agent files an application with the governing authority of the City of Peachtree City, or the designee thereof, giving such information relative to receiving such exemption as will enable the governing authority of the City of Peachtree City, or the designee thereof, to make a determination as to whether such owner is entitled to such exemption. Such application shall be filed on an annual basis, and shall also include an affidavit of the age of the applicant.

(d) The governing authority of the City of Peachtree City, or the designee thereof, shall provide application and affidavit forms for the exemptions granted by this section which shall require such information as may be necessary to determine the initial and continuing eligibility of the owner for the exemption under subsection (b) of this section.

(e) The exemption under subsection (b) of this section shall be claimed and returned as provided in Code Section 48-5-50.1 of the O.C.G.A. The exemption under subsection (b) of this section shall be renewed each year. It shall be the duty of any person granted the homestead exemption under subsection (b) of this section to notify the governing authority of the City of Peachtree City, or the designee thereof, in the event that person for any reason becomes ineligible for that exemption.

(f) The exemption granted by this Act shall not apply to or affect state ad valorem taxes, county ad valorem taxes for county purposes, or school district ad valorem taxes for educational purposes. The homestead exemption granted by subsection (b) of this section shall be in addition to and not in lieu of any other homestead exemption applicable to municipal ad valorem taxes for municipal purposes.

(g) The exemption granted by subsection (b) of this section shall apply to all taxable years beginning on or after January 1, 2026.

SECTION 2.

Unless prohibited by the federal Voting Rights Act of 1965, as amended, the municipal election superintendent of City of Peachtree City shall call and conduct an election as provided in this section for the purpose of submitting this Act to the electors of the City of Peachtree City for approval or rejection. The municipal election superintendent shall conduct that election on the date of the November 2025, municipal election, and shall issue the call and conduct that election as provided by general law. The municipal superintendent shall cause the date and purpose of the election to be published once week for two weeks immediately preceding the date thereof in the official organ of Fayette County. The ballot shall have written or printed thereon the words:

- () YES Shall the Act be approved which provides an expansion of the homestead exemption from certain City of Peachtree City ad valorem taxes for municipal purposes in the amount of \$15,000.00 of the assessed value of that homestead for residents of the City of Peachtree City who are 65 years of age or older, if that person's income, together with the income of the spouse who also occupies and resides at such homestead does not exceed \$60,000.00 for the immediately preceding year?"
- () NO

All persons desiring to vote for approval of the Act shall vote "Yes," and those persons desiring to vote for rejection of the Act shall vote "No." If more than one-half of the votes cast on such question are for approval of the Act, Section 1 of this Act shall become of full force and effect on January 1, 2026. If the Act is not so approved or if the election is not conducted as provided in this section, Section 1 of this Act shall not become effective and this Act shall be automatically repealed on the first day of January immediately following that election date.

The expense of such election shall be borne by the City of Peachtree City. It shall be the municipal election superintendent's duty to certify the result thereof to the Secretary of State.

SECTION 3.

Except as otherwise provided in Section 2 of this Act, this Act shall become effective upon its approval by the Governor or upon its becoming law without such approval.

SECTION 4.

All laws and parts of laws in conflict with this Act are repealed.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council
VIA: Justin Strickland, City Manager
FROM: Justin Strickland, City Manager 11/1/2024
DATE: November 7, 2024
SUBJECT: Recreation Advisory Group

Recommendation:

Discuss and consider options for re-establishing the City's Recreation Advisory Group.

Discussion:

The Mayor and Council have expressed interest in re-establishing an advisory group to advise and make recommendations for recreational purposes. The Recreation Advisory group will be composed of 7 residents with three-year terms following their initial terms and one ex-officio non-voting member filled by staff.

The Recreation Advisory Group shall solicit comments, concerns, and advice from Peachtree City residents regarding the impacts, conflicts, and benefits, and status of the public playgrounds, playfields, indoor recreation centers and other recreation facilities owned or controlled by the city.

Evaluate citizen concerns and proposals to better develop recommendations that are prioritized based upon feasibility, safety, potential liability, and funding parameters. Recommend to city staff and city council any form of recreation or cultural activity that will employ the leisure time of the people in a wholesome and constructive manner. The recreation advisory group has no binding authority over city staff or city council for any recommendations or proposals presented or votes taken.

If adopted, staff will begin an application period for 30 days. Then, the mayor will need to establish a selection committee to review the applications, interview candidates, and make a recommendation to the City Council for appointments.

Budget Impact:

None

Attachments:

1. Recreation Advisory Group Proposed Ordinance Amendment

DIVISION 6. RECREATION ~~AND SPECIAL EVENTS~~ ADVISORY GROUPBOARD¹

Sec. 2-471. Established; organization.

There is established a recreation ~~and special events~~ advisory groupboard. The ~~group~~commission shall consist of seven~~five~~ appointed persons serving without pay and one ex-officio non-voting member. ~~The term of office shall be three years.~~

(1) Ex-officio non-voting member shall be the recreation and special events director or assistant recreation and special events director.

(Ord. No. 1036, § 1, 10-6-2011)

Sec. 2-472. Terms.

The terms of office shall be three years, or until their successors are appointed, except that the initial term of seat 1 and seat 4 of such group first appointed shall be for one year; seat 2 and seat 5 of such group first appointed shall be for two years; seat 3 and seat 6 of such group first appointed shall be for three years. Immediately after their appointment, recreation advisory group members shall meet and organize by electing a chairman and vice chairman. The chairman and vice chairman shall be selected by the group members annually by a majority vote, at the first meeting in January. The advisory group shall serve at the pleasure of the mayor and the council. Members of the group may be removed, or the group may be disbanded at any time by a majority vote of the council.

~~Sec. 2-472. Election of officers; adoption of bylaws.~~

~~Immediately after their appointment, recreation and special events advisory board members shall meet and organize by electing a chairman and other necessary officers. The board shall have power to adopt bylaws, rules and regulations for the proper conduct of recreation for the city.~~

~~(Ord. No. 1036, § 1, 10-6-2011)~~

Sec. 2-473. Duties.

The recreation ~~and special events~~ advisory groupboard shall ~~plan and provide for the policy solicit comments, concerns, and advice from city residents regarding the impacts, conflicts, benefits, and status~~ of the public playgrounds, playfields, indoor recreation centers and other recreation facilities owned or controlled by the city. The group will serve to evaluate citizen concerns and proposals to better develop recommendations that are prioritized based upon feasibility, safety, potential liability, and funding parameters. It shall be able to recommend to advise city staff ~~and city council on~~ any form of recreation or cultural activity that will employ the leisure time of the people in a wholesome and constructive manner. In collaboration with city staff, it may conduct such activities

¹Editor's note(s)—Ord. No. 1036, § 1, adopted October 6, 2011, amended division 6 in its entirety to read as herein set out. Formerly, division 6, §§ 2-471—2-476 pertained to the leisure services commission and derived from Ord. No. 1008, § 1, adopted October 7, 2010.

Cross reference(s)—Parks and recreation department, § 2-301 et seq.; parks and recreation, ch. 54.

State law reference(s)—Recreation boards, O.C.G.A. § 36-64-5.

on public properties with the consent of the authorities of the property and on private properties with the consent of the owner. The recreation advisory group has no binding authority over city staff or city council for any recommendations or proposals presented or votes taken.

(Ord. No. 1036, § 1, 10-6-2011)

Sec. 2-474. Recommendations to city council generally.

Matters pertaining to recreation may be reviewed by the recreation and special events advisory board for their recommendations prior to consideration by the city council. The group may make recommendations to the mayor and council and city staff for new or changes to recreation projects and recreation related issues that have been referred to them by the city manager or city staff, including, but not limited to:

- (1) Recommending measures to mitigate safety concerns regarding city owned recreational equipment, facilities, fields, and other recreational areas.
- (2) Recommending promotional and educational strategies for recreation.
- (3) Locating and advising staff of potential upgrades to city owned recreational equipment, facilities, fields, and other recreational areas.
- (4) Reviewing playground and facility conditions annually.
- (5) Collaborating with staff for an annual prioritization of recreation projects.
- (6) An annual review with staff regarding progress of the Recreation Master Plan.
- (7) An annual review with staff regarding recommended changes, additions, or deletions to the city's Americans with Disability Act Transition Plan with the final adoption being the responsibility of the city council.

(Ord. No. 1036, § 1, 10-6-2011)

Sec. 2-475. ~~Budget recommendations~~Reports to council; funds.

Annually, the recreation and special events advisory board may supply input and recommendations on the budget to the city council for approval. The group board may also solicit or receive any gifts or bequests of money or other personal property or any donation to be applied, principal or income, for either temporary or permanent use for facilities or other recreational purposes. All gifts, properties, and donations must be accepted by city council. Such funds will be maintained in a separate account for other recreation purposes under established guidelines and shall be subject to the city's annual audit.

The board in conjunction with the administrator of recreation and special events shall make a full and complete annual report including a proposal for the ensuing year and make such other reports as may be required. The ex-officio member of the recreation advisory group shall represent the group and will present reports and recommendations to the mayor and council on behalf of the group at least once per calendar year.

(Ord. No. 1036, § 1, 10-6-2011)

Secs. 2-476—2-480. Reserved.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Justin Strickland, City Manager

FROM:

Andrew Spencer, Public Works Administrative Assistant	10/29/2024
Angela Egan, Purchasing Manager	10/29/2024
Jonathan Miller, Public Works Director	10/30/2024
Paul Salvatore, Finance Director	10/31/2024
Yasmin Julio, Interim Assistant City Manager	10/31/2024
Justin Strickland, City Manager	11/1/2024

DATE: November 7, 2024

SUBJECT: Surplus and Disposal of Decommissioned Vehicles

Recommendation:

No action is required as of this time. This item will be on the next meeting's agenda for approval under consent.

Discussion:

Staff is utilizing [GovDeals](#) to sell vehicles/equipment that are no longer in use or needed and have been replaced in CIP or SPLOST. This complies with the city surplus policies.

We expect the value of the vehicles below to be \$5,000.00 or more and therefore require council approval to surplus.

2003 Ford E450
2009 Ford F-250 Pickup

[GovDeals](#) has a large base of registered bidders and will handle all the advertising.

Budget Impact:

This will have no negative impact on the City. Proceeds will be applied to the general fund line item, sale of fixed assets.

Attachments:

None

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Justin Strickland, City Manager

FROM: Jonathan Miller, Public Works Director 10/30/2024
Janet Moon, Police Chief 10/30/2024
David Borkowski, City Engineer 10/31/2024
Paul Salvatore, Finance Director 10/31/2024
Justin Strickland, City Manager 11/1/2024

DATE: November 7, 2024

SUBJECT: Capital Improvement Vehicle Purchases

Recommendation:

No action is required as of this time. This item will be on the next agenda for approval.

Discussion:

To keep purchases moving in an efficient manner, staff is seeking approval to purchase all budgeted vehicles. In the fiscal years since COVID, staff has encountered an issue with order dates from dealerships opening and closing with little notice. All vehicles approved herein by City Council will either be purchased through state contracts, competitive quote solicitation, or the competitive public bid process. Staff will follow all state laws and city ordinances when purchasing Council approved vehicles. Additionally, a report of all purchased vehicles including the awarded vendor and total cost will be provided at the council meeting following the purchase. Any vehicle purchase that will exceed the budgeted amount listed below will require further council approval before it is purchased.

The specific vehicles and equipment are:

Division	Description	Budgeted Amount
PW	F250 Extended Cab - Street Crew	\$53,420
PW	F250 P/U- New Hire (Urban Forestry)	\$53,420
PW	Ford P/U- New Hire (PW Assistant Director)	\$50,000
Eng.	Ford Explorer - repl. Ranger 2421	\$55,000
Eng.	Ford Explorer-New Hire (Civil Engineer)	\$55,000

Bldgs	F-250 P/U - Repl. 5021	\$70,000
Bldgs	F-250 P/U Truck – New Hire (Tech)	\$65,000
Bldgs	F-250 w/Utility Bed - Fleet addition	\$60,450
Grnds.	F-350 Dump Truck Replacement (5072)	\$74,000
Rec.	F-350 Stake Bed w/Dump - F150 Repl.	\$70,000
P.D.	Police Vehicle Replacements (10@85,000)	\$850,000
P.D.	New Vehicles for SROs (6 @ \$85,000)	\$510,000
F.D.	Staff Vehicle Repl. (22007) 2013 Explorer	\$53,000
Code	Ford Maverick (Repl. Ranger)	\$24,300
IT	Staff Vehicle Repl. - Ford Exp or similar	\$51,750
P Comm	Staff Vehicle Repl. - Ford Exp or similar	\$51,750
Total	30 Vehicles Citywide	\$2,147,090

Budget Impact:

Sufficient funds are budgeted in the FY25 CIP.

Attachments:

None

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Justin Strickland, City Manager

FROM: Angela Egan, Purchasing Manager 10/31/2024
Paul Salvatore, Finance Director 10/31/2024
Yasmin Julio, Interim Assistant City Manager 10/31/2024
Justin Strickland, City Manager 11/1/2024

DATE: November 7, 2024

SUBJECT: Purchase Replacement Skid Steer Track Loader for Public Works

Recommendation:

No action required at this time, this item will be on the next agenda for approval.

Discussion:

The quoted price is attached and is a Sourcewell/Purchasing Cooperative price with an additional dealer reduction of \$26,308 for the City of Peachtree City. The skid steer unit will be available within a month of issuing a PO. This heavily discounted price is comparable to similar units by other manufacturers but includes a warranty for an additional 2 years.

Budget Impact:

The skid steer unit is budgeted for \$88,000 in the FY25 CIP. This unit is \$1,361.00 over the budgeted amount. However other Public Works CIP vehicles/equipment are under budget in the FY25 CIP allowing for sufficient funds for the \$1,361.00 overage.

Attachments:

1. CAT - Skid Steer CAT 299 Sourcewell Quote



October 30, 2024

City of Peachtree City

Sourcewell CAT CONTRACT# 011723
SOURCEWELL **Account #28121**

RE: Quote 269676-03

Caterpillar, Inc. Model: 299 HF

CONFIGURATION DETAILS				
Components	Ref No.	Wgt	Qty	List
CAT Consist				
299D3 CTL DCA6F	646-7571		1	131,740
345-6180 STANDARD RADIO(12V),BLUETOOTH				
357-0240 RUBBER BELT, 2 SPD, TF IDLERS				
465-3705 DISPLAY, ADVANCED, LCD, CAMERA				
495-1671 LIGHTS, LED				
512-3368 ROPS, ENCLOSED WITH A/C (C3)				
512-4115 CONTROL, ISO, PROP, WT				
512-4414 HYDRAULICS, PERFORMANCE, (H3)				
536-9738 SEAT,AIR SUSPENSION,CLOTH,HEAT				
568-4704 FILM,TWO SPEED W/HIGH FLOW XPS				
579-8782 FAN,COOLING, DEMAND, REVERSING				
For Lane 2/3 orders refer to mandatory section to select track.				
345-3556 HEATER, ENGINE COOLANT, 120V				

356-6082 REAR LIGHTS
512-3401 QUICK COUPLER, HYDRAULIC
512-4089 DEBRIS MGMT PKG, NONE
(DM0)
542-6994 SEAT BELT, 2"
563-1163 CERTIFICATION ARR, P65
568-5612 BATTERY,EXTRA HEAVY DUTY,
DISC
586-1308 DOOR, CAB, POLYCARBONATE
588-9140 CAB PACKAGE, ULTRA
597-4541 299D3 COMPACT TRACK
LOADER
INCLUDES:
LANE 1 - AVAILABLE FROM SANFORD
PDC
LANE 2 - AVAILABLE FROM SANFORD
FACTORY.
LANE 3 - AVAILABLE FROM SANFORD
FACTORY.
NOTE: Please refer to the Lane 1 section to
complete your order.

CAT Components (Attachments)			
LANE 2 ORDER	0P-9002	1	0
TRACK,RUBBER,450MM(17.7 IN)BAR	454-6079	1	955
RIDE CONTROL, NONE	512-3490	1	0
PRODUCT LINK, CELLULAR PL243	641-1758	1	0
INSTRUCTIONS, ANSI, USA	512-4284	1	0
SERIALIZED TECHNICAL MEDIA KIT	421-8926	1	0
COUNTERWEIGHT,MACHINE,EXTERNAL	345-5148	1	1,365
FILM, SELF LEVEL, ANSI	435-9238	1	0
SHIPPING/STORAGE PROTECTION	0P-2266	1	274
PACK, DOMESTIC TRUCK	0P-0210	1	0
Total CAT List/Net:			134,334

Total Machine List Price	\$138,654
Sourcwell Contract 21% off List Price for CTL's	-\$28,210
Price after Sourcwell Discount	\$110,444
Mandatory Service & Outbound Freight	\$1,692
36 MO/ 3000 HR Premier Warranty	\$2,848
24 Mo/ 1000 HR Parts only CVA	\$685
Total Price after Add-Ons	\$115,669
Additional Yancey Bros.Discount for Peachtree City	-\$26,308
TOTAL QUOTE PRICE	\$89,361

Accepted by _____ on _____

Sincerely,

Noah Rutherford

Machine Sales / Heavy Rents Rep
Yancey Bros. Co.



Serve. Solve. Succeed.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Justin Strickland, City Manager

FROM: David Borkowski, City Engineer 10/31/2024
Angela Egan, Purchasing Manager 10/31/2024
Paul Salvatore, Finance Director 10/31/2024
Yasmin Julio, Interim Assistant City Manager 10/31/2024
Justin Strickland, City Manager 11/1/2024

DATE: November 7, 2024

SUBJECT: Extension of Mechanical Services Agreement

Recommendation:

No action is required as of this time. This item will be on the next agenda for approval.

Discussion:

Shumate Mechanical was originally awarded the HVAC maintenance contract by Council in 2009 and again in 2012. Since awarding this contract, the City has received excellent service from Shumate, which includes preventative, routine, and on-call services. Shumate also fulfills the City requirement to hold Trane's Applied Systems Contractor Certification and remains one of only three vendors in the metro area to continue to hold this status. In addition, Shumate has excellent knowledge of the history of all city facilities and equipment.

Therefore, it is staff's recommendation that we continue to use Shumate Mechanical for HVAC maintenance during FY25 based on past City experience and the fact that they were the most qualified vendor of the two proposals received years ago and that the price of \$177,500.00 reflects no increase in their rate from FY24.

Budget Impact:

Sufficient funds are available in the FY2025 budget for the annual contract.

Attachments:

None

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Justin Strickland, City Manager

FROM: Jonathan Miller, Public Works Director 11/1/2024
Paul Salvatore, Finance Director 11/1/2024
Justin Strickland, City Manager 11/1/2024

DATE: November 7, 2024

SUBJECT: Budget Amendment FY2024 - LMIG

Recommendation:

No action requested as of this time. This item will be on the next meeting's agenda for approval.

Discussion:

The Georgia Department of Transportation had funds remaining after the close of the 2024 local maintenance and improvement program. These additional funds were distributed to the local municipalities. Peachtree City received an additional \$566,418.60 that will be allocated to the FY2024 paving contract.

Budget Impact:

The proposed budget amendment will increase both revenues and expenditures in fund 335.

Attachments:

1. Budget Amendments for FY2024 - additional LMIG funding

BUDGET AMENDMENT

DATE 09/30/2024

NOW , THEREFORE, BE IT RESOLVED that this Council hereby amends the Fiscal Year 2024 Budget Resolution to budget for additional LMIG funding received from the Georgia Department of Transportation.

Approved

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Justin Strickland, City Manager

FROM: Paul Salvatore, Finance Director 11/1/2024
Justin Strickland, City Manager 11/1/2024

DATE: November 7, 2024

SUBJECT: Budget Amendments FY2024 and FY2025

Recommendation:

No action requested as of this time. This item will be on the next meeting's agenda for approval.

Discussion:

(In your November 17, 2024 packets) Attached please find budget amendments 25-03 and 25-04 for fiscal year 2025 and budget amendment 24-28 for fiscal year 2024 submitted for your approval.

Budget amendment 25-03 is housekeeping in nature and reflects the September 30, 2024, balance in each of the Special Revenue Funds brought forward to fiscal year 2025. This is done annually in lieu of trying to project the Special Revenue Funds budget balances during the budget process.

Budget amendment 25-04 requests the carryover of 2024 funds for omissions and projects planned and equipment ordered but not received or completed prior to 9/30/2024.

Budget amendment 24-28 is housekeeping in nature and is necessary to prepare for the annual audit and to issue financial statements for the fiscal year ended September 30, 2024.

Budget Impact:

The proposed budget amendments affect the General Fund, Stormwater Fund, Amphitheater Fund and several Special Revenue Fund budgets. A separate reconciliation is provided for the net effect on each fund.

Attachments:

None

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Justin Strickland, City Manager

FROM: Paul Salvatore, Finance Director 10/31/2024
Justin Strickland, City Manager 11/1/2024

DATE: November 7, 2024

SUBJECT: Budget Amendment FY2025 - ARPA

Recommendation:

No action requested as of this time. This item will be on the next meeting's agenda for approval.

Discussion:

There is currently \$7,072,387.71 in capital facilities projects underway that are being funded by the American Rescue Plan Act (ARPA). All these projects fall under general government expenses – category 6.1 – revenue loss replacement. The attached budget amendment requests to reallocate these funds from the American Rescue Plan (ARPA) Fund to the Capital Improvement Projects Fund for accounting purposes. This will close out category 6.1 of the ARPA grant.

The five separate City Hall renovation projects are being combined into one project. The remaining balance of the Tennis Center projects is being reallocated to a CIP account for Tennis Center renovations. The balance from completed projects is being reallocated to CIP Contingency. The \$3,526,985 that is assigned to categories 5.1 and 5.2 will remain in the ARPA Fund 230 for WASA projects. There is also a request to allocate \$16,500 from CIP Contingency to a utility vehicle(RTV) for the GIS department.

Budget Impact:

The proposed budget amendment will net decrease and increase expenditures in fund 230 and increase both revenues and expenditures in fund 335.

Attachments:

1. Budget Amendment - 25-01 ARPA

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 25-01

DATE 11/17/2024

ACCOUNT	PROJECT	DESCRIPTION	INCREASE	DECREASE
230-1505-540049		CONTINGENCY	-	160,182.69
230-1505-541200	CIP23-34	CITY HALL - RENOVATIONS	-	2,311,635.00
230-1505-541400		WASA REIMBURSEMENT - ARPA	-	1,966,614.00
230-6110-521200	CIP23-37	RECREATION MASTER PLAN	-	20,354.62
230-6110-541200	CIP23-26	TENNIS CENTER RENOVATIONS	-	701,539.40
230-6100-541200	CIP23-28	LED LIGHTING FOR ATHLETIC FIELDS	-	1,262,462.00
230-6122-541200	CIP23-29	KEDRON - NEW ROOF	-	649,600.00
230-0000-611355		OPERATING TRANSFER TO FUND 335	7,072,387.71	
335-0000-391230		OPERATING TRANSFER FROM FUND 230	7,072,387.71	
335-1505-541200		CONTINGENCY	143,682.69	
335-1505-541200	CIP23-34	CITY HALL - RENOVATIONS - ARPA	2,311,635.00	
335-1505-541400		WASA REIMBURSEMENT - ARPA	1,966,614.00	
335-6110-521200	CIP23-37	RECREATION MASTER PLAN	20,354.62	
335-6110-541200	CIP23-26	TENNIS CENTER RENOVATIONS	701,539.40	
335-6100-541200	CIP23-28	LED LIGHTING FOR ATHLETIC FIELDS	1,262,462.00	
335-6122-541200	CIP23-29	KEDRON - NEW ROOF	649,600.00	
335-1536-542050		MACHINERY & EQUIPMENT - GIS	16,500.00	

NOW , THEREFORE, BE IT RESOLVED that this Council hereby amends the Fiscal Year 2025 Budget Resolution to reallocate American Rescue Act lost revenue replacment funds from fund 230 to fund 335.

Entered _____

Approved _____

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Justin Strickland, City Manager

FROM: Paul Salvatore, Finance Director 11/1/2024
Justin Strickland, City Manager 11/1/2024

DATE: November 7, 2024

SUBJECT: Budget Amendment FY2025 - Keep Peachtree City Beautiful Fund

Recommendation:

No action requested as of this time. This item will be on the next meeting's agenda for approval.

Discussion:

At the October 17, 2024, City Council Meeting, Council voted to amend the Solid Waste Management Ordinance to increase the franchise tax collection from quarterly to monthly. This will result in an increase in collections of approximately \$93,570 annually. The attached budget amendment 25-02, budgets for the collection of the additional funds and the pass through to Keep Peachtree City Beautiful, Inc.

Budget Impact:

The proposed budget amendment will increase both revenues and expenditures in fund 265

Attachments:

1. Budget Amendment 25-02 KPTCB

[illegible]

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Justin Strickland, City Manager

FROM: Robin Cailloux, Planning Director 10/22/2024
Justin Strickland, City Manager 11/1/2024

DATE: November 7, 2024

SUBJECT: Backyard Chickens

Recommendation:

The Planning Commission recommended that City Council not adopt an ordinance to allow backyard chickens as an accessory use. However, they noted that if City Council adopts the ordinance, they recommend that the minimum lot area required to permit the keeping of backyard chickens be at least one (1) acre. A draft of the proposed ordinance showing this and other recommended changes made by the Planning Commission is attached at the end of this memorandum. No action requested as of this time. This item will be on the next meeting's agenda for approval.

Discussion:

City Council requested staff to draft an ordinance allowing backyard chickens in certain residential zoning districts. This ordinance was presented to the Planning Commission at their September 23, 2024 meeting. The draft ordinance presented to the Planning Commission included the following elements:

- Define chicken as the female *Gallus gallus domesticus*, thereby prohibiting roosters, ducks, geese, turkeys, peafowl, guineas, quails, and pheasants.
- Require chickens to be fully enclosed at all times
- Set minimum coop area requirement of 4 square feet per chicken
- Set minimum run area requirement of 10 square feet per chicken
- Permit chickens to be kept in the rear yards only
- Set a minimum distance setback for a coop as 20 feet from property lines
- Establish a maximum number of chickens permitted based on the lot size

The original draft ordinance presented to the Planning Commission proposed a minimum lot size of 10,000 square feet to allow backyard chickens. The table below summarizes the maximum number of chickens permitted based on the lot size:

Lot size (in square feet)	Maximum number of chickens
Less than 10,000	0
10,000 - 11,999 (zones R-1 & R-10)	3
12,000 - 21,999 (zones R-12 & R-15)	5
22,000 - 42,999 (zones R-22)	8
43,000 or larger (zones R-43 & ER)	10 per acre or fraction thereof, maximum 30 chickens

However, the Planning Commission recommended that only lots of one (1) acre or larger be permitted to have backyard chickens. They also recommended that a permit be required. The attached draft ordinance shows these and other modifications made by the Planning Commission should City Council adopt the ordinance.

Budget Impact:

There are minimal budget impacts from potential permit revenue associated with this item.

Attachments:

1. Draft Ordinance for Backyard Chickens

Sec. 908. Accessory uses.

In addition to the principal uses permitted within the zoning districts established by this ordinance, it is intended that certain uses customarily incidental or accessory to such principal uses shall also be permitted.

For the purposes of this ordinance, each of the following uses is considered to be a customary accessory use, and may be situated on the same zoning lot as the principal use or uses for which it serves as an accessory:

(908.1) Uses accessory to dwellings:

- (a) Private garages.
- (b) Structure for the storage of equipment and supplies used in maintaining the principal building and its grounds.
- (c) Structure for a children's playhouse and the storage of children's play equipment.
- (d) Private kennel in any zoning district designated for residential use, with the stipulation that no more than three dogs or cats (total) four months of age or older shall be kept on a single premise at any one time. A permitted kennel shall not be maintained in such a way as to constitute a nuisance to any adjoining property.

The keeping of animals as identified within the ER and AR zoning districts shall abide by regulations established within those districts.
- (e) Private swimming pool and bath house or cabana.
- (f) Private tennis courts provided that lights are not used in conjunction with their use in any residential zoning district other than R-43, ER and AR. A private tennis court as contemplated by this section may be surrounded by a fence up to ten feet in height; and if said fence is a chain link fence, it must be coated with green vinyl.
- (g) Noncommercial garden, including a greenhouse and other customary garden structures not over eight feet in height.
- (h) Private boat docks and boathouses on zoning lots adjoining a water body to which the residents of the principal building have legal access rights.
- (i) Pump and well houses for on-site water systems.
- (j) Decks, patios, bar-b-que grills and other such facilities.
- (k) Fences, walls, exterior lighting fixtures, and other general landscaping and site development facilities.
- (l) The term "recreational vehicles" as used herein shall refer to travel trailers, camper pick-up coaches, motorized homes, boats, personal watercraft (e.g., jet skis, etc.) and trailers associated with boats and personal watercraft.

Recreational vehicles may be stored on a residential zoning lot within an enclosed garage or carport attached to the primary structure or constructed as a freestanding structure in accordance with applicable building setbacks. The exterior building and roof materials, roof pitch and color scheme of a freestanding garage or carport shall be similar to the building and roof materials, roof pitch and color scheme used on the primary structure on the zoning lot.

Recreational vehicles stored on a residential zoning lot that are not located within an enclosed garage or carport shall be parked in accordance with city ordinances and shall not be located in front of or at the side of the primary structure on the zoning lot.

- (m) No accessory use permitted by this section shall be constructed for the purpose of conducting commercial activities outside a permitted dwelling on a zoning lot.

- (n) No accessory use permitted by this section shall be constructed for the purpose of providing separate, self-contained living quarters outside a permitted dwelling on a zoning lot, except in ER estate residential, AR agricultural[-Reserve], and R-43 residential zoning districts. Self-contained living quarters are considered as a minimum to include kitchen facilities, a bath, and a bedroom area.
- (o) For purposes of interpreting and administering paragraphs (m) and (n) above, accessory uses cannot be attached to and made a part of a permitted dwelling by extended hallways or breezeways; rather, in order to qualify for use as an area for a home occupation or for living quarters, the space must be within and be an integral part of a permitted dwelling.
- (p) Temporary accessory storage units such as portable on-demand storage units (PODS or similar), box trailers, cargo containers or cargo boxes, or dumpsters for the purpose of storage of household items or construction tools and materials, may be permitted for a period not to exceed 30 days. When used in conjunction with a renovation or new residential construction project, they must be removed within 30 days of the approved final inspection or the building permit expiration.

Temporary accessory storage units must be placed on a drive, parking area, or any other hard-surfaced area on the property except when the construction of renovation project will not allow for the use of these areas. Temporary accessory storage shall not be placed on a street or other public area without the approval of the planning and development director or his/her designee. Temporary accessory storage units shall not be required to meet the setback requirements or color standards of other permitted accessory buildings or structures due to the temporary nature of their use on site.

(q) Coops and enclosed runs for female pullet or hens (*Gallus gallus domesticus*), also known as backyard chickens, subject to the following performance standards and criteria:

(a) A permit from the City to keep backyard chickens is required.

(b) Roosters, geese, turkeys, peafowl, guineas, quail, and pheasants are not permitted.

(c) Chickens are maintained for personal pets and/or for egg production, but not for meat productivity or breeding. Sale of eggs, chicks, and chicken meat is prohibited.

(d) The minimum lot size for keeping backyard chickens is 43,000 square feet.

(e) The maximum number of chickens is ten chickens per acre or fraction thereof, up to a maximum of 30 chickens.

(f) Chickens shall be kept within an enclosed coop (a covered house or structure that provides chickens with shelter from weather and with a roosting area protected from predators) or run (fenced or wired area).

i. Coops and runs shall be located in the rear yard only.

ii. Coops shall be located at least 20 feet from any property line and shall not exceed eight feet in height above the existing ground at its eave line or 12 feet above the existing ground at the highest point of its roof.

iii. Coops shall have a roof and a minimum of four square feet in area per chicken over the age of four months.

iv. Runs shall be a minimum area of ten square feet per chicken over the age of four months.

v. Fencing and wiring shall comply with the city's fencing regulations.

PROPOSED DRAFT ORDINANCE: BACKYARD CHICKENS

vi. Property owners who elect to keep backyard chickens consent to inspections of their property upon complaint to the Code Enforcement Department as related to backyard chickens.

(g) Backyard chickens, coops, and runs must be kept in sanitary conditions and shall not be a public nuisance as define by the state and within Chapter 51 of the Peachtree City Code of Ordinances.

(Ord. No. 171, 9-13-1979; Ord. No. 215, 10-2-1980; Ord. No. 358, 3-28-1985; Ord. No. 366, § 19, 5-22-1985; Ord. No. 563, 5-16-1991; Ord. No. 935, § 1, 2-21-2008; Ord. No. 1097, § 1, 10-15-2015; Ord. No. 1127, § 1, 5-18-2017)

(908.2) Uses accessory to churches:

- (a) Off-street parking area for the use of members and visitors to the church.
- (b) Religious education building, including an assembly room that may be used for church-related recreation activities.
- (c) Parsonage, pastorium or parish house, including any use accessory to a dwelling as permitted in subsection (908.1).
- (d) Fences, walls, exterior lighting fixtures, and other general landscaping and site development facilities.

(908.3) Uses accessory to businesses and industries:

- (a) Off-street parking areas for customers, clients, and employees.
- (b) Off-street loading facilities.
- (c) Central trash collection dumpsters, provided they are effectively screened from view from any adjoining streets.
- (d) Completely enclosed buildings for the storage of supplies, stock, merchandise, and equipment.
- (e) Repair or service facility incidental to the principal use, provided that the operation of the repair or service facility does not constitute a nuisance to adjoining properties, and the operation is not otherwise specifically prohibited in the zoning district.
- (f) Exterior display and sales facilities including on-site signs, provided such use is not otherwise specifically prohibited in the zoning district.
- (g) The open, outside storage of building materials, junk, salvage, and inoperative vehicles is prohibited unless specifically permitted in the zoning district, and such use is properly screened from view from adjoining streets and properties.
- (h) Fences, walls, exterior lighting fixtures, and other general landscaping and site development facilities.
- (i) Outdoor display of merchandise, provided that the display of merchandise is in compliance with section 908.7.
- (j) Special events, provided that a special event permit is issued for the event in compliance with section 908.11.

(908.4) Uses accessory to agriculture:

- (a) Dwellings, including any use accessory to a dwelling as permitted in subsection (908.1).
- (b) All structures and facilities commonly associated with the operation of the permitted agricultural activities, unless otherwise specifically prohibited.

PROPOSED DRAFT ORDINANCE: BACKYARD CHICKENS

(908.5) *Uses accessory to open space:* All structures and facilities commonly associated with the operation of the permitted uses in OS zoning districts, provided such structures and facilities are not otherwise specifically prohibited in the district.

(908.6) *Accessory use standards:*

- (a) No accessory use structure shall be located in the rear setback area of any residential zoning lot that is less than 50 feet wide at the rear property line.
- (b) If a residential zoning lot is at least 50 feet wide at the rear property line, a single accessory use structure with an area of no more than 100 square feet may be located in the rear setback area.
- (c) If a residential zoning lot is at least 100 feet wide at the rear property line, two accessory use structures may be located in the rear setback area provided the total combined area of the structures does not exceed 125 square feet.
- (d) No accessory use structure which is allowed to encroach into the rear setback area of any residential zoning lot in accordance with the provisions of this ordinance shall be located closer than three feet to the rear property line, nor shall any encroaching structure exceed eight feet in height above the existing ground at its eave line or 12 feet above the existing ground at the highest point of its roof.
- (e) The color scheme of an accessory use structure shall blend with the colors of the primary structure on the same zoning lot, or shall be earth tones.
- (f) No accessory use structure intended to store flammable materials shall be located closer than 20 feet to the primary structure on the zoning lot, or any other primary or accessory structure.
- (g) The location and design of swimming pools and pool accessories are regulated by article X of the building and construction ordinance, [chapter 18].
- (h) Structures intended to be used as coops for chickens shall be located at least 20 feet from any property line.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Justin Strickland, City Manager

FROM: Paul Salvatore, Finance Director 11/1/2024
Justin Strickland, City Manager 11/1/2024

DATE: November 7, 2024

SUBJECT: Wicker Hill Land Lease Agreement

Recommendation:

No action requested as of this time. This item will be on the next meeting's agenda for approval.

Discussion:

Cellco Partnership is proposing a land lease with the city to install a new cell tower off McIntosh Trail to improve the cellular reception in the area. The initial term of the lease begins after the installation of the equipment and will be for 5 years. The city contracts with Local Government Services, which reviews all telecommunication agreements for national standards and state law requirements. The proposed agreement has been reviewed by both LGS and our city attorney.

Budget Impact:

The annual rent paid to the city will be \$32,000 with a 3% increase each year of the agreement, an additional \$15,000 for the first year of the agreement, and 30% of all gross rental revenue of any subleases for the tower.

Attachments:

1. Wicker Hill - Land Lease Agreement (PE)
2. Wickerhill_Macro_16715433_CX DRAW_FINAL REV3_08-15-23

Site Name: Wickerhill
Site Number: 5000894758

LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") is made by and between **THE CITY OF PEACHTREE CITY, a/k/a PEACHTREE CITY**, with its principal offices located at 151 Willowbend Road, Peachtree City, Georgia 30269, ("LESSOR") and **CELLCO PARTNERSHIP d/b/a Verizon Wireless** with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("LESSEE"). LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. GRANT. LESSOR hereby grants to LESSEE the right to install, maintain, replace, add and operate communications equipment, including a tower and appurtenances thereto not to exceed one hundred sixty (160) feet in height, and all uses incidental thereto ("Use") upon a portion of that real property owned, leased or controlled by LESSOR located at McIntosh Trail, Peachtree City, Georgia 30269 as designated by Fayette County, Georgia as tax parcel number 0611 005 (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The "Premises" is approximately 6,400 square feet, and is shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE may survey the Premises. Upon completion, the survey shall replace Exhibit "B" in its entirety.

2. INITIAL TERM. This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for 5 years beginning on the first day of the month after LESSEE begins installation of LESSEE's communications equipment on the Premises (the "Commencement Date") and will be acknowledged by the Parties in writing, including electronic mail.

3. EXTENSIONS. The initial term of this Agreement shall automatically be extended for 3 additional 5-year terms unless LESSEE gives LESSOR written notice of its intent to terminate at least three (3) months prior to the end of the then current term. The initial term and any extension terms shall be collectively referred to herein as the "Term".

4. RENTAL.

(a) Rental payments shall begin on the Commencement Date and be due at a total annual rental of \$32,000.00, to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment due date by notice given in accordance with Paragraph 19 below. The initial rental payment shall be delivered by LESSEE no later than 90 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE. Throughout the Term, the annual rental shall increase on the first anniversary of the Commencement Date on and each annual anniversary thereafter (including any extension terms) such that the annual rental shall equal 103% of the annual rental paid immediately preceding such anniversary.

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(b) For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; (iii) LESSEE's payment direction form, and (iv) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

(c) As additional consideration for this Agreement, LESSEE shall pay LESSOR a one-time, non-refundable, lump-sum signing bonus of \$15,000.00, which shall be considered additional rent for the Premises for the period from the Effective Date until the Commencement Date. The signing bonus shall be paid by LESSEE to LESSOR within 30 days of the Effective Date. LESSOR agrees that the payments to be made by LESSEE under this paragraph 4(c) is fair and adequate payment in exchange for LESSEE intentionally delaying installation of LESSEE's communications equipment, and LESSOR recognizes that Paragraph 2 of this Agreement governs the Commencement Date. This Paragraph 4(c) does not impact whether or not LESSEE chooses to install LESSEE's communications equipment and commence the Term.

(d) In addition to monthly-rental payments, LESSEE shall pay to LESSOR an amount (the "Sublease Fee") equal to thirty percent (30%) of the gross rentals per year that LESSEE actually receives from any other sublessees that collocate on the tower LESSEE-constructs pursuant to this Agreement (each additional carrier referred to individually as a "Sublessee" and collectively as "Sublessees"). The Parties agree that the Sublease Fee shall not include any payment received by LESSEE under the applicable sublease agreement for capital contribution or reimbursement of maintenance, monitoring, repair or operating expenses of LESSEE's communications equipment by LESSEE. To the extent LESSEE pays the Sublease Fee, the Sublease Fee shall be paid annually in one lump sum within thirty (30) days of the annual anniversary of the Commencement Date. No more than one (1) time in any twenty-four (24) month period, LESSOR shall have the right, at its sole cost and expense, to inspect solely those books and records of LESSEE or its successor or assigns that are necessary to verify the amount of gross rentals LESSEE received from Sublessees. LESSOR shall provide LESSEE with at least forty-five (45) days' notice of its intent to perform such an inspection. Should LESSOR exercise its right to inspect LESSEE'S books and records, said inspection shall occur at LESSEE's principal office as listed herein.

5. ACCESS/UTILITIES. LESSOR hereby grants LESSEE: (i) the non-exclusive easement for ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along a 30 foot wide right-of-way ("Easement #1"), (ii) the non-exclusive easement for ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along a 20 foot wide right-of-way ("Easement #2") and (iii) the non-exclusive easement for ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along a 10 foot wide right-of-way ("Easement #3; Easement #1, Easement #2 and Easement #3 collectively, the "Easements"), which Easements shall be depicted on Exhibit "B". LESSEE may use the Easements for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services as deemed necessary or appropriate by LESSEE for the operation of its communications equipment. In the event it is necessary, LESSOR agrees to grant LESSEE or the service

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provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. In the event of any power interruption at the Premises, LESSEE shall be permitted to install, maintain and/or provide access to and use of a temporary power source to be located on the Property, including related equipment and appurtenances, such as conduits connecting the temporary power source to the Premises.

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Property is (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 23). Within a reasonable amount of time following the Commencement Date, LESSEE, at its sole cost and expense, shall install a security fence consisting of material approved by LESSOR and consistent with LESSOR's ordinances or regulations around the perimeter of the Premises (specifically excluding the Easements).

7. IMPROVEMENTS. The communications equipment, including, without limitation, the tower structure, antennas, conduits, fiber, fencing and other screening, and other improvements shall be at LESSEE's expense, and installation shall be at the discretion and option of LESSEE. Notwithstanding anything in this Agreement to the contrary, LESSEE shall have the right to replace, repair, add to or otherwise modify its communications equipment, tower structure, antennas, conduits, fiber, fencing and other screening, or other improvements, or any portion thereof, and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit to this Agreement.

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE, after the Effective Date, obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, environmental studies, or any other due diligence LESSEE chooses that will permit LESSEE's Use as set forth in Paragraph 1 of this Agreement. LESSOR shall cooperate with LESSEE in its effort to obtain such Government Approvals and shall take no action which would adversely affect the status of the Property with respect to LESSEE's Use. Notwithstanding anything contained herein to the contrary, LESSOR hereby agrees to allow LESSEE to install any RF frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws.

9. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in accordance with Paragraph 19 in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis or soil boring test is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi)-provided that LESSEE has provided LESSOR with at least six (6) months' prior notice, upon the annual anniversary of the Commencement Date; or (vii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion.

10. INDEMNIFICATION.- To the extent permitted by Georgia-law and subject to Paragraph 11, LESSEE shall indemnify and hold LESSOR harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of LESSEE, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused

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by the negligence or willful misconduct of LESSOR, or its employees, contractors or agents. LESSOR will provide LESSEE with prompt, written notice of any claim that is subject to the indemnification obligations in this paragraph. LESSOR will cooperate appropriately with LESSEE in connection LESSEE's defense of such claim. All indemnification obligations shall survive the termination or expiration of this Agreement.

11. INSURANCE. The Parties agree to maintain during the term of this Agreement the following insurance policies:

a. Commercial general liability in the amount of \$2,000,000.00 per occurrence for bodily injury and property damage and \$4,000,000.00 in the annual aggregate. Each party shall be included as an additional insured as their interest may appear under this Agreement on the other party's insurance policy.

b. "All-Risk" property insurance on a replacement cost basis insuring their respective property with no coinsurance requirement. Where legally permissible, each party agrees to waive subrogation against the other party and to ensure said waiver is recognized by the insurance policies insuring the property.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 23, a violation of Paragraph 26, or a violation of law, and to the extent permitted by Georgia law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, diminution in value of business, loss of technology, rights or services, loss of data, or interruption or loss of use of service, incidental, punitive, indirect, special, trebled, enhanced or consequential damages, even if advised of the possibility of such damages, whether such damages are claimed for breach of contract, tort (including negligence), strict liability or otherwise, unless applicable law forbids a waiver of such damages.

13. INTERFERENCE.

(a) LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing communications equipment of LESSEE.

(b) Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Management Center (at (800) 264-6620) or to LESSOR at (912-598-9050), the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

(c) The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. Within 90 days of the expiration or earlier termination of the Agreement, LESSEE shall remove LESSEE's Communications Equipment (except footings and foundations) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the

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Term, whether or not said items are considered fixtures and attachments to real property under applicable laws.

15. INTENTIONALLY OMITTED.

16. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

17. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easements, restrictions or other impediments of title that will adversely affect LESSEE's Use.

18. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. LESSEE may sublet the Premises in LESSEE's sole discretion subject to the provisions of Paragraph 4(d) of this Agreement.

19. NOTICE. Except for notices permitted via telephone in accordance with Paragraph 13, or via electronic mail in accordance with Paragraph 2, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: The City of Peachtree City
Attn: City Manager
151 Willowbend Road
Peachtree City, GA 30269

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LESSEE: Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

With a copy to:

Basking Ridge Mail Hub
Attn: Legal Intake
One Verizon Way
Basking Ridge, New Jersey 07920

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

20. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

21. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth

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in this Paragraph 21 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

22. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon receipt of an itemized invoice. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an itemized invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

23. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of the Property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

24. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE's Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

25. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, LESSEE may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

26. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the

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Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

27. TAXES. The Property is currently tax exempt. Special assessments impositions levied and assessed against the Property, if any, shall be the sole responsibility of LESSOR. If real estate taxes are later assessed against the Property because of LESSEE'S Use (and this Agreement), LESSEE shall be responsible to pay such taxes to the extent directly attributable to LESSEE'S Use or this Agreement, with LESSOR being solely responsible for any real estate taxes that are not directly attributable to LESSEE's Use or this Agreement. LESSEE shall be solely responsible to pay any taxes that are assessed against or are otherwise the legal responsibility of LESSEE with respect to itself, its property and the transactions contemplated by this Agreement.

28. NON-DISCLOSURE. The Parties agree that this Agreement and any information exchanged between the Parties regarding the Agreement are confidential. The Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other or as required by law. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure.

29. INTENTIONALLY OMITTED.

30. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. This Agreement may be executed in counterparts, including written and- electronic forms. All executed counterparts shall constitute one Agreement, and each counterpart shall be deemed an original.

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IN WITNESS WHEREOF, this Agreement is entered into by the Parties as of the Effective Date.

LESSOR:

THE CITY OF PEACHTREE CITY, a/k/a
PEACHTREE CITY

By: _____

Name: _____

Its: _____

Date: _____

LESSEE:

CELLCO PARTNERSHIP d/b/a Verizon Wireless

By: 

Name: Richard Bolt
Sr. Director, Network Engineering

Its: _____

Date: 9/17/2024

EXHIBIT "A"

PROPERTY DESCRIPTION

PROPERTY:

All that tract or parcel of land lying and being in Land Lot 50 of the 6th District of Fayette County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin on the southeast side of the right-of-way of McIntosh Trail (a road having a 100 foot right-of-way) 1192.99 feet westerly as measured along the southerly side of the right-of-way of McIntosh Trail from the corner formed by the intersection of the southerly side of the right-of-way of McIntosh Trail with the westerly right-of-way line of Peachtree Parkway (a road having a 130 foot right-of-way at that point), if said street lines were extended to form an angle instead of a curve; running thence south 28 degrees 08 minutes 09 seconds east 693.15 feet to an iron pin; running thence south 59 degrees 50 minutes 36 seconds east 512.30 feet to an iron pin; running thence south 47 degrees 54 minutes 17 seconds east 150.00 feet to an iron pin; running thence south 15 degrees 43 minutes 57 seconds west 361.48 feet to an iron pin; running thence south 15 degrees 15 minutes 00 seconds east 340.38 feet to an iron pin; running thence south 32 degrees 30 minutes 06 seconds west 147.30 feet to an iron pin; running thence south 37 degrees 50 minutes 58 seconds west 220.34 feet to an iron pin; running thence south 72 degrees 41 minutes 45 seconds west 297.85 feet to an iron pin; running thence south 84 degrees 45 minutes 26 seconds west 157.75 feet to an iron pin; running thence north 85 degrees 07 minutes 08 seconds west 131.27 feet to an iron pin; running thence north 01 degrees 09 minutes 01 seconds west 188.75 feet to an iron pin; running thence north 66 degrees 36 minutes 40 seconds west 592.44 feet to an iron pin; running thence north 88 degrees 27 minutes 17 seconds east 372.31 feet to an iron pin; running thence north 26 degrees 59 minutes 09 seconds east 643.69 feet to an iron pin; running thence north 05 degrees 42 minutes 09 seconds west 277.91 feet to an iron pin; running thence north 28 degrees 08 minutes 09 seconds west 667.18 feet to an iron pin on the southeasterly side of the right-of-way of McIntosh Trail; running thence north 37 degrees 51 minutes 46 seconds east along the southeast side of the right-of-way of McIntosh Trail 97.25 feet to an iron pin; continuing thence in a northeasterly direction along the southeasterly side of the right-of-way of McIntosh Trail and along the arc of a curve to the right 117.70 (the chord of said curve having a magnetic bearing of north 42 degrees 34 minutes 56 seconds east and a length of 117.67 feet) to a point and the point of beginning.

The above described property contains 25.566 acres and is shown on that certain plat of survey for Peachtree City Development Corp. prepared by Kenneth B. Piper, Registered Land Surveyor No. 1655, dated November 6, 1980; reference to said plat is hereby had for a more particular description of the property herein conveyed; said plat being last revised on January 19, 1982.

Equitable reserves unto itself, its successors and assigns, a perpetual utility easement (hereinafter the "Utility Easement") for the installation and maintenance of any and all utilities across the northerly ten feet of the above described property which easement shall extend ten feet inward onto the above described property from the southeasterly right-of-way line of McIntosh Trail, a 100 foot right-of-way.

The above described property is hereinafter referred to as the "Recreational Property" and any improvements thereon are hereinafter referred to as the "Recreational Facilities".

All that tract or parcel of land lying and being in Land Lots 50 and 51 of the 6th District of Fayette County, Georgia and being more particularly described as follows:

TO ARRIVE AT THE TRUE POINT OF BEGINNING, begin at the corner formed by the intersection of the west line of the right of way of Peachtree Parkway (a road having a 130 foot right of way) with the south line of the right of way of McIntosh Trail (a road having a 100 foot right of way); from said intersection run thence in a generally westerly and southwesterly direction along the southerly and southeasterly lines of the right of way of McIntosh Trail, following the curvature thereof, a distance of 2,771.57 feet to a point and the TRUE POINT OF BEGINNING; from said TRUE POINT OF BEGINNING, run thence south 37 degrees 42 minutes 39 seconds east a distance of 573.53 feet to a point; continuing thence south 61 degrees 08 minutes 01 seconds east a distance of 432.20 feet to an iron pin; continuing thence south 66 degrees 46 minutes 39 seconds east a distance of 592.53 feet to an iron pin; running thence south 01 degrees 15 minutes 44 seconds east a distance of 188.44 feet to a point; running thence south 85 degrees 10 minutes 42 seconds east a distance of 131.03 feet to a point; running thence south 44 degrees 12 minutes 15 seconds east a distance of 228.67 feet to a point; running thence south 80 degrees 32 minutes 13 seconds west a distance of 215.37 feet to the center of a manhole cover; running thence north 49 degrees 49 minutes 36 seconds west a distance of 356.90 feet to the center of a manhole cover; running thence north 47 degrees 07 minutes 20 seconds west a distance of 240.40 feet to the center of a manhole cover; running thence north 47 degrees 46 minutes 47 seconds west a distance of 377.29 feet to the center of a manhole cover; running thence north 80 degrees 23 minutes 34 seconds west a distance of 419.39 feet to the center of a manhole cover; running thence north 54 degrees 07 minutes 24 seconds west a distance of 368.11 feet to the center of a manhole cover; running thence north 12 degrees 08 minutes 19 seconds west a distance of 283.67 feet to a point; running thence north 00 degrees 07 minutes 11 seconds west a distance of 83.60 feet to a point on the south line of the right of way of McIntosh Trail; running thence north 89 degrees 42 minutes 00 seconds east a distance of 144.28 feet to a point and

the TRUE POINT OF BEGINNING; being the same property shown as containing 7.798 acres and identified as Tract B on that certain Plat of Survey prepared for Peachtree City by Lewis Heard Surveyors, Inc. (Lewis Rowland Heard, Georgia Registered Land Surveyor No. 1414); a reduced copy of said plat being attached hereto as Exhibit "A" and by this reference made a part hereof.

Grantor reserves for itself and Georgia Utilities Company, their successors and assigns an easement for the installation, maintenance, replacement and repair of a sanitary sewer line in the area shown as a 15 foot - 30 foot Georgia Utilities Easement (the "Sewer Easement") on the aforesaid plat together with an easement for ingress and egress over and across the above described property as necessary to the use and enjoyment of the Sewer Easement.

All that tract or parcel of land lying and being in Land Lots 50 and 51 of the Sixth District of Fayette County, Georgia being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING commence at the point of intersection of the southeasterly right-of-way of McIntosh Trail (100 foot right-of-way) and the westerly right-of-way of Peachtree Parkway; thence running in a southwesterly direction along said right-of-way of McIntosh Trail a distance of 1,407.94 feet to a point said point being the TRUE POINT OF BEGINNING; thence running south $38^{\circ}00'00''$ west and continuing along said right-of-way of McIntosh Trail a distance of 465 feet to a point; thence continuing along said right-of-way of McIntosh Trail in a southwesterly direction along the arc of a curve a distance of 314.96 feet to a point; thence running south $59^{\circ}00'00''$ west and continuing along said right-of-way of McIntosh Trail a distance of 120 feet to a point; thence continuing along said right-of-way and running in a southwesterly direction along the arc of a curve 465.33 feet to a point; thence running south $37^{\circ}30'40''$ east a distance of 601.61 feet to a point; thence running south $60^{\circ}56'43''$ east a distance of 432.21 feet to a point; thence running north $88^{\circ}28'34''$ east a distance of 372.31 feet to a point; thence running north $27^{\circ}01'18''$ east a distance of 643.69 feet to a point; thence running north $05^{\circ}40'00''$ west a distance of 277.94 feet to a point; thence running north $28^{\circ}07'10''$ west a distance of 667.18 feet to the TRUE POINT OF BEGINNING; said property containing 25 acres more or less according to a plat prepared by Travis Pruitt and Associates date April 20, 1976.

PREMISES:

That portion of Tract A, Tax Parcel 0611-005 in Peachtree City, Georgia, lying in the 6th District, Peachtree City, Fayette County, Georgia, more particularly described as follows:
Commencing at a found concrete monument on the southeast right-of-way of McIntosh Trail, having Georgia West State Plane Coordinates N: 1231715.77 E: 2173923.20; thence South 34°14'30" East 1042.38 feet to a set 1/2" rebar and the Point Of Beginning; thence South 27°59'59" East 80.00 feet to a set 1/2" rebar;
thence South 62°00'01" West 80.00 feet; thence North 27°59'59" West 80.00 feet; thence North 62°00'01" East 80.00 feet to the Point Of Beginning. Containing 6,400.0 Square Feet, or 0.15 acres, more or less.

EASEMENT #1:

That portion of Tract A, Tax Parcel 0611-005 in Peachtree City, Georgia, lying in the 6th District, Peachtree City, Fayette County, Georgia, more particularly described as follows:
Commencing at a found concrete monument on the southeast right-of-way of McIntosh Trail, having Georgia West State Plane Coordinates N: 1231715.77 E: 2173923.20; thence South 34°14'30" East 1042.38 feet to a set 1/2" rebar; thence South 27°59'59" East 40.00 feet to the point of beginning of an Ingress/Egress & Utility/Fiber Easement being 30 feet in width and lying 15 feet on each side of the following described centerline; thence North 16°20'26" East 42.98 feet; thence North 23°17'13" East 108.46 feet; thence North 24°10'48" West 85.11 feet; thence North 09°16'13" East 63.70 feet to a tangential curve to the left; thence along said curve having a radius of 40.00 feet and an arc length of 42.06 feet, said curve having a chord bearing and distance of North 20°50'58" West, 40.14 feet; thence North 50°58'09" West 51.61 feet; thence North 38°51'36" West 130.72 feet;
thence North 77°09'30" West 103.56 feet the Point of Ending. Containing 18,848.0 square feet or 0.43 acres, more or less.

EASEMENT #2:

That portion of Tract A, Tax Parcel 0611-005 in Peachtree City, Georgia, lying in the 6th District, Peachtree City, Fayette County, Georgia, more particularly described as follows:
Commencing at a found concrete monument on the southeast right-of-way of McIntosh Trail, having Georgia West State Plane Coordinates N: 1231715.77 E: 2173923.20; thence South 34°14'30" East 1042.38 feet to a set 1/2" rebar; thence South 27°59'59" East 40.00 feet; thence North 16°20'26" East 42.98 feet; thence North 23°17'13" East 108.46 feet; thence North 24°10'48" West 85.11 feet; thence North 09°16'13" East 63.70 feet to a tangential curve to the left; thence along said curve having a radius of 40.00 feet and an arc length of 42.06 feet, said curve having a chord bearing and distance of North 20°50'58" West, 40.14 feet; thence North 50°58'09" West 51.61 feet; thence North 38°51'36" West 130.72 feet; thence North 77°09'30" West 103.56 feet to the Point of Beginning of an Ingress/Egress Easement being 20 feet in width lying 10 feet each side of the following described centerline; thence North 00°40'48" West 54.56 feet to a tangential curve to the left; thence along said curve having a radius of 312.97 feet and a length of 160.88 feet, said curve having a chord bearing and chord length of North 18°02'40" West, 159.12 feet; thence North 33°01'05" West 145.85 feet to a tangential curve to the right; thence along said curve having a radius of 500.00 feet and an arc length of 98.51 feet, said curve having a chord bearing and chord length of North 27°22'26" West 98.35 feet; thence North 21°43'47" West 139.24 feet to a tangential curve to the left; thence along said curve having a radius of 150.00 feet and an arc length of 61.53 feet, said curve having a chord bearing and chord length of North 33°26'51" West 61.10 feet more or less to the southeast right-of-way of McIntosh Trail and the point of ending. Containing 13,211.2 square feet or 0.30 acres, more or less.

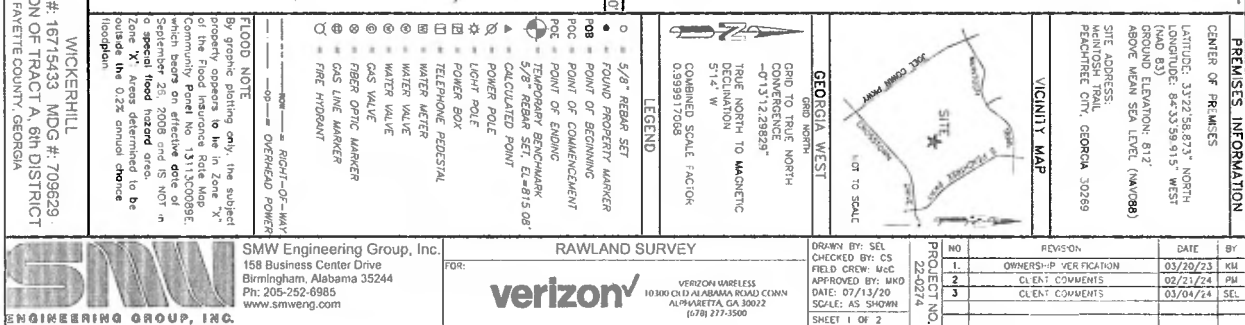
EASEMENT #3:

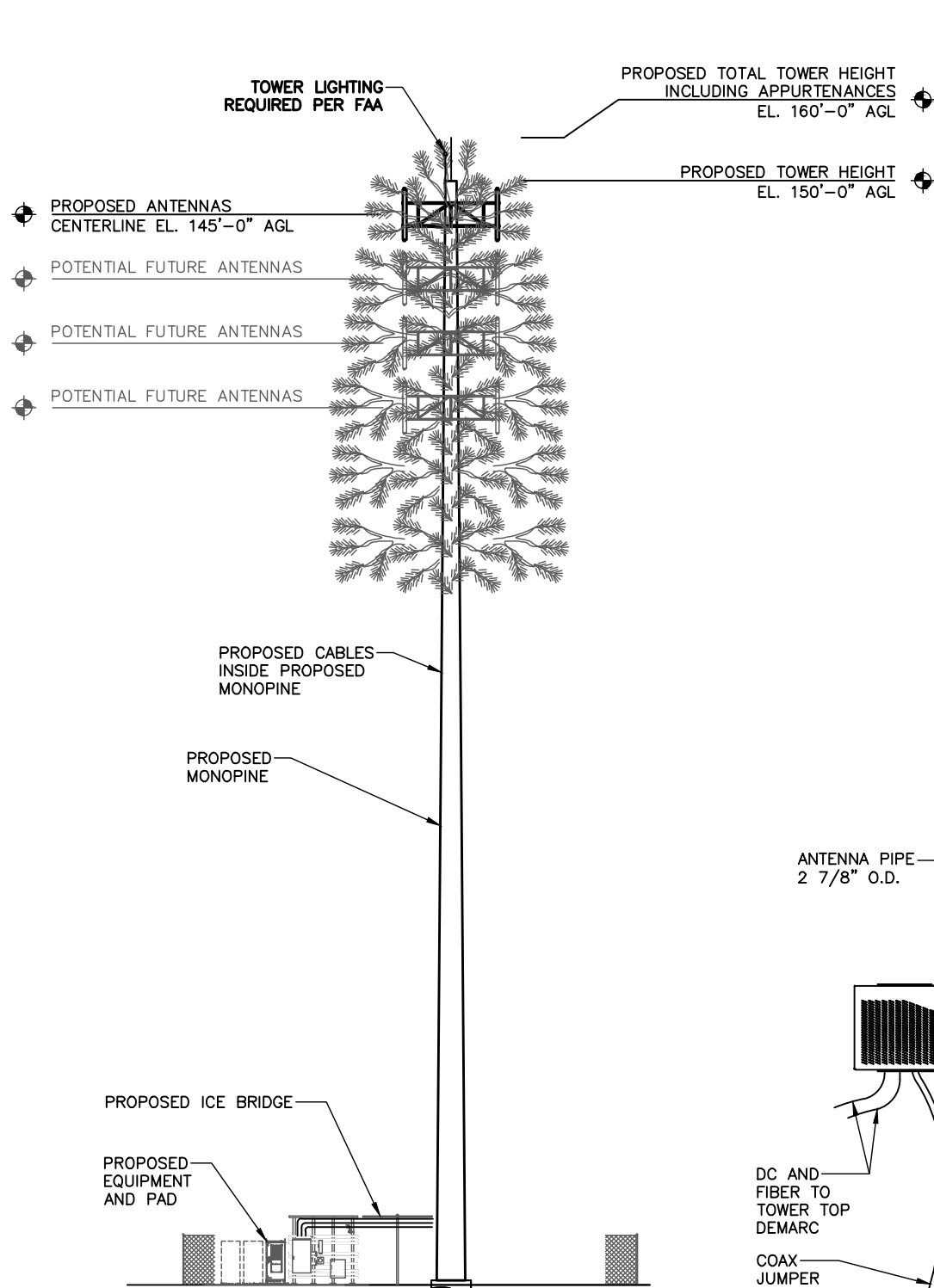
That portion of Tract A, Tax Parcel 0611-005 in Peachtree City, Georgia, lying in the 6th District, Peachtree City, Fayette County, Georgia, more particularly described as follows:
Commencing at a found concrete monument on the southeast right-of-way of McIntosh Trail, having Georgia West State Plane Coordinates N: 1231715.77 E: 2173923.20; thence South 34°14'30" East 1042.38 feet to a set 1/2" rebar; thence South 27°59'59" East 40.00 feet; thence North 16°20'26" East 42.98 feet; thence North 23°17'13" East 108.46 feet; thence North 24°10'48" West 85.11 feet; thence North 09°16'13" East 63.70 feet to a tangential curve to the left; thence along said curve having a radius of 40.00 feet and an arc length of 42.06 feet, said curve having a chord bearing and distance of North 20°50'58" West, 40.14 feet; thence North 50°58'09" West 51.61 feet; thence North 38°51'36" West 130.72 feet; thence North 77°09'30" West 103.56 feet; thence North 77°09'30" West a distance of 10.29 feet to the Point of Beginning of a Utility/Fiber Easement being 10 feet in width lying 5 feet each side of the following described centerline; thence North 77°09'30" West 50.00 feet; thence North 02°12'21" West 168.83 feet; thence North 33°40'01" West 234.63 feet; thence North 20°44'08" West 169.95 feet; thence North 38°06'37" West 41.30 feet, more or less, to the southeast right-of-way of McIntosh Trail and the point of ending. Containing 6,653.8 square feet or 0.15 acres, more or less.

EXHIBIT "B"

SITE PLAN OF THE PREMISES

(See Attached)

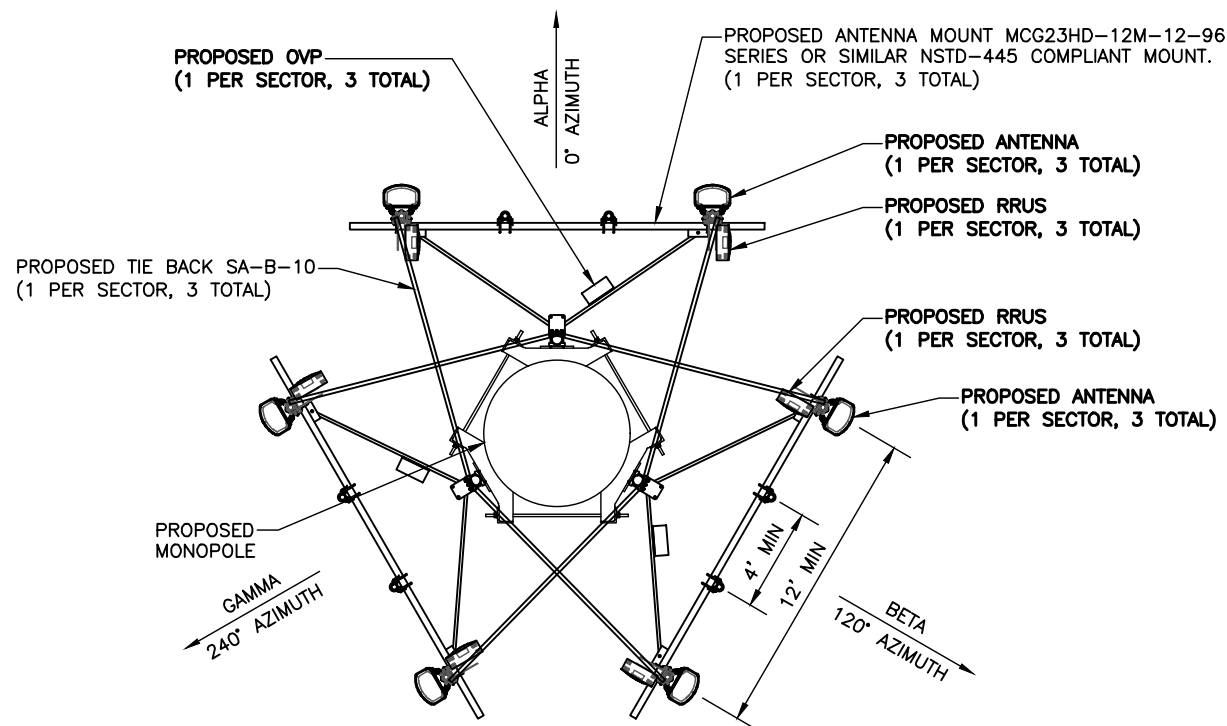




1
C-5
TOWER ELEVATION
NOT TO SCALE

STRUCTURAL NOTES:

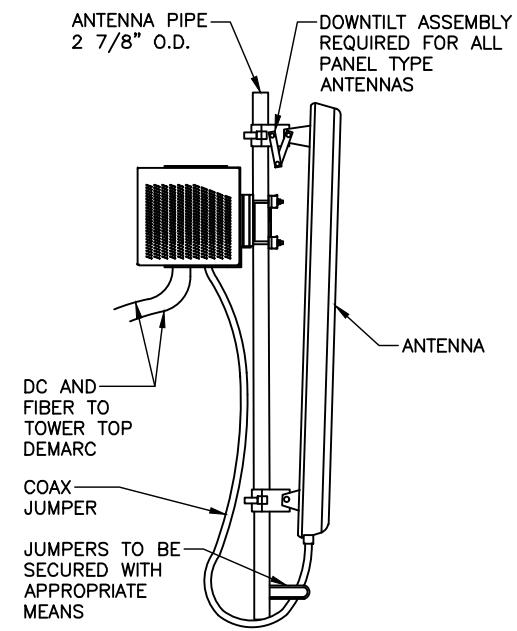
1. STRUCTURAL CALCULATION PREPARED BY OTHERS. CONTRACTOR TO COORDINATE WITH REPRESENTATIVE TO OBTAIN A COPY.
2. CONTRACTOR TO REFER TO TOWER STRUCTURAL ANALYSIS FOR ADDITIONAL LOADS. NO ERECTION OR MODIFICATION OF TOWER SHALL BE MADE WITHOUT APPROVAL OF STRUCTURAL ENGINEER.



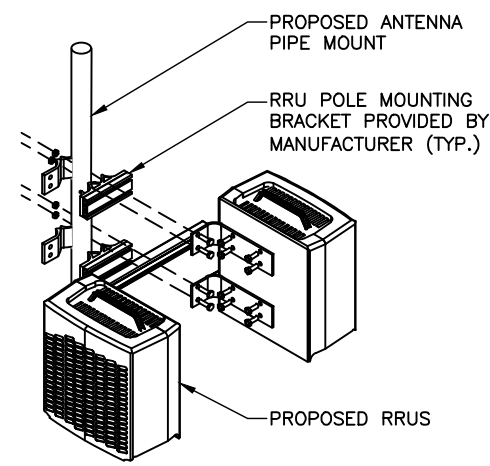
2
C-5
ANTENNA ORIENTATION DETAIL
NOT TO SCALE

NOTES:

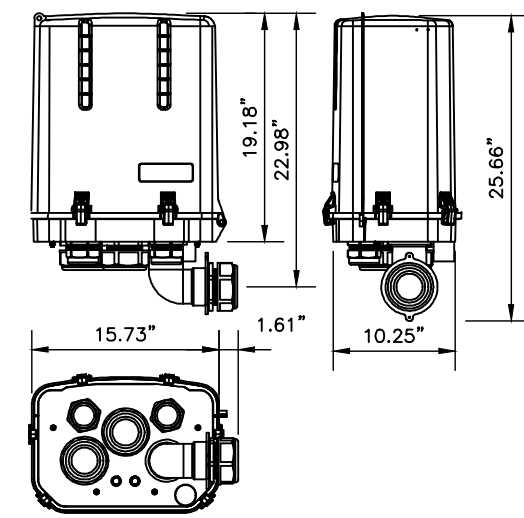
1. EXACT LOCATION OF PROPOSED RRUS AND OVP BOX TO BE DETERMINED IN FIELD DURING INSTALLATION AS NOT TO INTERFERE WITH TOWER CLIMBING OR COAXIAL CABLE LADDER.
2. AT GRADE, CONTRACTOR WILL PROVIDE LOCATION OF OVP BOX AT TIME OF CONSTRUCTION.
3. NO RFDS HAS BEEN RECEIVED OF THE DATE ON THESE CDS.



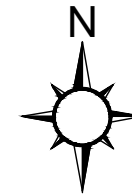
3
C-5
ANTENNA ORIENTATION DETAIL
NOT TO SCALE



4
C-5
RRU PIPE MOUNT DETAIL
NOT TO SCALE

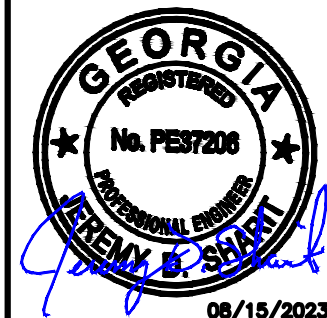


5
C-5
OVP DETAIL
NOT TO SCALE



#	DATE	DESCRIPTION
0	08/02/22	ISSUED FOR CLIENT REV.
1	09/20/22	ISSUED FOR CLIENT REV.
2	11/15/22	ISSUED FOR CONSTRUCTION
3	08/15/23	REVISED PER TOWER LIGHTING

CA#: GA PEF005625



SITE NAME
WICKERHILL

SMW#: 22-0274
FUZE ID: 16715433
PSLC #: 709629

DESIGNED: JDS
DRAWN: CCH
CHECKED: BS

SHEET NAME
TOWER ELEVATION
AND DETAILS

SHEET NUMBER
C-5

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Justin Strickland, City Manager

FROM: Harold Layton 11/5/2024
Yasmin Julio, Interim Assistant City Manager 11/5/2024
Justin Strickland, City Manager 11/5/2024

DATE: November 7, 2024

SUBJECT: Film Location Agreement

Recommendation:

Approve film location agreement for future filming.

Discussion:

The city has recently received multiple film permit applications. To standardize the agreement, staff recommends that it be approved and kept on file. This agreement would serve similarly to other recreation facility use agreements. When a film permit application comes in that will utilize a city facility, the city manager will approve it. Film permitting fees have already been approved by the Council, and the City Attorney has reviewed the proposed agreement.

Budget Impact:

Attachments:

1. LocationAgreement-Film Permits2024

LOCATION AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in accordance with the terms and conditions set forth in this agreement (“**Agreement**”), Peachtree City, Georgia (“**Grantor**”) hereby grants permission to _____ (and its successors, assignees, licensees, designees, employees, agents, contractors and suppliers) (collectively, “**Company**”) to enter upon and use the property (either accurately, simulated, in combination with other sets and/or locations, and/or otherwise) located at _____

_____ (the “**Property**”) (as may be more specifically described in Exhibit “A,” attached hereto and incorporated herein by reference, if applicable), commencing on or about _____. Company may continue in possession of the Property until the completion of all photographing and recording for which Company may desire the use of the Property, from _____ through and including _____ (the “**Term**”) (subject to change on account of weather conditions or changes in production schedule) for the purpose of preparation of production, rehearsing, photographing, filming and recording (including, without limitation, sound recording) certain scenes for use in and in connection with the project currently entitled “_____” (the “**Project**”) (in accordance with the additional terms and conditions, if any, detailed in Exhibit “A”). If Company requires use of the Property for additional time periods outside of the Term in connection with the Project, Grantor shall permit Company to re-enter upon and use the Property for such purpose.

- 1. USE OF PROPERTY:** Grantor acknowledges and agrees that Company has the (exclusive)(non-exclusive) right to photograph, film, 3D scan and record the Property and to exhibit and otherwise exploit the photographs, film, digital files and/or other motion pictures and recordings (including sound recordings) of the Property (including, without limitation, any material derived from 3D scans) and any and all interior and exterior areas, designs, sets, structures, furnishings and other objects located in or around the Property, as well as any trade names, trademarks, trade dress, service marks, copyrights, verbiage and logos of Grantor or visible on the Property (collectively, the “**Grantor’s Marks**”) for use in and in connection with the Project (the “**Recordings**”). Company shall have the right to place all necessary facilities, personnel, vehicles, props, equipment, temporary sets and structures onto the Property and to make non-permanent changes to the Property. Company agrees to remove any items brought to, temporary structures built on and to reverse any temporary changes made to the Property after completion of production. Company agrees to leave the Property in as good condition as when received, except for reasonable wear and tear from the uses permitted and events beyond Company’s control. Signs on the Property may, but need not, be removed or changed, but, if removed or changed, Company will replace them. Further, Grantor grants permission to Company to: (a) replicate and/or duplicate the Property (or any part thereof), by constructing a set at a separate location, for the purpose of completing Company’s scheduled work, or for future filming, retakes, added scenes, advertisements and/or promotions (the “**Duplicates**”); (b) refer to the Property by its actual or a fictitious name; and/or (c) attribute events as occurring on the Property. Company may use the Property until all scenes requiring the Property have been completed. Nothing in this Agreement shall limit or restrict any rights otherwise enjoyed by Company under law.

2. **OWNERSHIP OF RECORDINGS:** All rights of every kind in and to the Recordings and Duplicates (including, without limitation, all copyrights) shall be and remain vested in Company, including, without limitation, the right to exhibit, distribute and otherwise exploit the Project and Recordings and to use and reuse the Recordings and Duplicates in and in connection with the Project, subsequent related and unrelated productions of any kind, as well as in and in connection with advertisements, promotions, publicity, clips and other materials, etc. for the Project, and in any ancillary exploitation thereof, including, without limitation, publications, soundtracks and merchandising in all manner and media, now known or hereafter devised, in all languages, throughout the universe, in perpetuity. Company shall have the right, in its sole discretion, to alter or edit the Recordings (and any trade names, trademarks, trade dress, service marks, copyrights, verbiage and logos of Grantor or visible on the Property) for use in the Project. Company's rights in and to any Recordings and Duplicates made in accordance with this Agreement shall survive any cancellation, expiration or termination of this Agreement.

3. **FEE:** In full consideration of all the rights granted to Company under this Agreement, Grantor will be paid the total of _____ Dollars (\$_____) (the "Fee") broken down as follows:

Prep date(s): _____	# of Days: _____	Fee: _____
Shoot date(s): _____	# of Days: _____	Fee: _____
Strike date(s): _____	# of Days: _____	Fee: _____
Hold date(s): _____	# of Days: _____	Fee: _____
Additional fee(s): _____		

4. **NO OBLIGATION TO USE:** Company shall not be obligated to actually use the Recordings, Duplicates, the Grantor's Marks or the Property, nor to exercise any of the rights granted to Company hereunder, nor to actually produce or exploit the Project, nor to continue production or exploitation thereof, if commenced, nor to make any references to the Property in the Project nor in other productions or otherwise.

5. **FORCE MAJEURE, INCAPACITY, BREACH:** If, due to death, default, illness or incapacity of actors, directors or other essential cast crew and/or other personnel rendering services on the Project; weather conditions; defective recording equipment; fire; flood; epidemic; pandemic; earthquake; explosion; accident; riot; war (declared or undeclared); terrorism; blockade; embargo; act of public enemy; civil disturbance; governmental action; labor dispute; strike or lockout; inability to secure sufficient labor, power, essential commodities, necessary equipment, adequate transportation or transmission facilities; any applicable law or any acts of God; or any force majeure event; or any other occurrence beyond Company's control, Company is unable to start work on the date designated above and/or work in progress is interrupted during the Term, then Company shall have the right to use the Property at a later date to be mutually agreed upon by the parties and/or to suspend and/or extend the Term, and/or to terminate this Agreement. Company shall have the right to suspend, extend and/or terminate this Agreement in the event Grantor fails, refuses, neglects or is unable (by reason of incapacity or otherwise) to fully perform all obligations hereunder or is otherwise in breach or default of any

of Grantor's representations, warranties, obligations or undertakings hereunder. In the event of such termination, Grantor shall immediately refund to Company any and all sums previously paid by Company pursuant to this Agreement which are in excess of the consideration paid for actual use of the Property.

6. INSURANCE/NOTICE OF ALLEGED DAMAGE: Company agrees to use reasonable care to prevent damage to the Property. Prior to commencement of the Term, Company shall provide Grantor with evidence of commercial general liability insurance in an amount of Five Million Dollars (\$5,000,000) naming Grantor as an additional insured party thereon, and such policy shall also include contractual liability coverage to insure any of the obligations of Company set forth herein. If requested by Company, Grantor agrees, at the conclusion of Company's use hereunder, to jointly inspect the Property to identify any claimed damage. Whether or not such joint inspection occurs, if Grantor claims that Company is responsible for any verifiable and substantiated damage or injury, or both, Grantor must notify Company in writing within forty-eight (48) hours after completion of Company's use of the Property (including any additional use), which writing shall include a detailed listing of all alleged property damage and injuries (the "**Claims**") for which Grantor alleges Company is responsible. Grantor shall cooperate fully with Company in the investigation of the Claims and permit Company's investigators to inspect all alleged property damage and injuries related to the Claims.

7. REPRESENTATIONS & WARRANTIES: Grantor represents and warrants that: (a) Grantor has the full right, power and authority to enter into this Agreement and to grant Company all rights provided by this Agreement; (b) Grantor shall take no action nor allow or permit or authorize any third party to take any action that might interfere with, delay or in any way impede Company's full use and quiet enjoyment of the Property in accordance with the terms hereof; (c) the Property is maintained in compliance with all federal, state and local laws, rules, regulations, codes and ordinances (including, without limitation, those relating to health and safety); (d) the Property is free of latent defects or illegal conditions of which Grantor is or should be aware except those of which Grantor has notified Company; (e) Grantor shall maintain the Property in usable condition for all uses contemplated hereunder; (f) if Grantor is not the legal owner of the Property, Grantor represents and warrants that Grantor has secured from the legal owner the right and authority to enter into this Agreement and to grant Company all rights provided hereunder; (g) no other authorization is necessary to enable Company to use the Property as contemplated; (h) Grantor shall not enter the Property during the Term without providing reasonable advance notice to Company; and (i) Grantor shall comply with Company's health and safety requirements including without limitation, the wearing of Company-approved personal protective equipment (i.e. face mask and gloves).

8. INDEMNIFICATION: Company shall indemnify and hold harmless Grantor from and against any verifiable and substantiated third-party claims, actions, liabilities, losses, damages and expenses (including reasonable outside legal fees and costs) arising out of, related to or founded upon: (a) any act or omission of Company, Company's employees, agents and/or contractors or (b) Company's breach or default of any representation, warranty and/or obligation made herein, provided Company shall have no indemnification obligations arising out of, relating to or founded upon any Grantor-indemnified claims as set forth above. The indemnification set forth herein shall not apply to any claims arising from the sole negligence or intentional actions

of Grantor or its agents or employees. Company shall maintain control of the conduct of the defense thereof of any claim that is subject to the indemnification set forth in this Paragraph 8, and shall have the right to adjust or settle any claim or action as it may determine in its sole good faith discretion without affecting the foregoing indemnity.

9. NO USE OF COMPANY'S MARKS/CONFIDENTIALITY: Grantor shall not use any name, logo, Project title, trademark or other proprietary mark of Company or of its licensees or assigns in any manner. Grantor shall not (and shall not authorize others to) publicize, advertise or promote the appearance of the Property in the Project, unless specifically authorized in writing, by Company or the exhibitor of the Project. Grantor shall at all times keep confidential, and shall not use in any manner that is detrimental to Company's interests, the following: any information relating to the Project and/or any other productions based thereon (including, but not limited to, plots, stories, characters, dialogue, show budgets, salaries, development/production/distribution/ancillary exploitation plans, marketing plans and surveys, costs and other financial information); and all other information relating to the business of Company, the distributor(s) and any related or affiliated entities thereof (collectively, "**Confidential Information**"). Grantor shall have a continuing duty to not disclose any Confidential Information to any person or entity in any manner, except as follows: (i) as expressly authorized by Company in writing; or (ii) as required by law, to the extent Grantor is legally compelled to disclose such Confidential Information by the valid order of a court of competent jurisdiction, in which event Grantor shall so notify Company as promptly as practicable (and, if possible, prior to making any disclosure), seek confidential treatment of such information, and cooperate in protecting against any such disclosure (including, without limitation, obtaining a protective order narrowing the scope of any such disclosure and/or use of the Confidential Information). Grantor's confidentiality obligations hereunder shall apply to any and all media whatsoever, including, without limitation, any social networking site; and any other website, service, platform, program, application and other form or method of communication, whether now known or hereafter devised. Notwithstanding the foregoing, Grantor agrees to notify Company immediately upon discovery or suspicion of any unauthorized disclosure of Confidential Information in any form, including that which may result in Confidential Information being released, duplicated or otherwise transferred outside the control of Grantor (including, without limitation, through an electronic hack). Upon Grantor's discovery of any such unauthorized disclosure of Confidential Information, Grantor agrees to cooperate with Company to regain possession of the Confidential Information and prevent its further unauthorized use and/or dissemination.

10. RELEASE: Neither Grantor nor any other party having an interest in the Property shall have any claim or action against Company, the exhibitor or distributor of the Project, or any other party arising out of any use of the Recordings. Grantor releases Company and its parents, subsidiaries and affiliates and all distributors, exhibitors, stations, sponsors and advertising agencies of the Project or other productions incorporating the Recordings, and all of the officers, directors, agents, contractors, employees and shareholders of each of the foregoing from any and all claims, demands and costs arising from or related to any of the use of the Recordings made on the Property as contemplated herein, including, without limitation, claims for trade libel, defamation, invasion of privacy, copyright infringement, trademark infringement and/or dilution. Grantor understands that there are various state statutes, laws or rules (including, solely by way of example, Section 1542 of the California Civil Code), which would limit the application of a general release to unknown or unsuspected claims.

11. COMPANY’S RIGHT TO CANCEL: Company shall have the right to cancel this Agreement at any time prior to or during the Term. If Company elects at any time to exercise its right not to use the Property for any purpose granted hereunder, notice thereof will be given by Company to Grantor. If such notice is given prior to Company using the Property, Grantor shall not be entitled to any consideration. If such notice is provided to Grantor after Company commences use of the Property, Grantor shall only be entitled to receive as full consideration for Company's use either the negotiated daily rate for each day that Company actually used the Property or a prorated amount of the Fee for each day Company actually used the Property, whichever is applicable, pursuant to the Fee set forth above in Paragraph 3. Upon Company's cancellation of this Agreement, Company shall not have any obligations whatsoever under this Agreement, and Grantor shall immediately refund to Company any and all sums previously paid by Company pursuant to this Agreement which are in excess of the consideration paid for actual use of the Property. Grantor acknowledges that it has not entered into this Agreement in reliance upon any representation (written or oral, express or implied) of Company not contained herein.

12. ASSIGNMENT: Company may assign this Agreement, in whole or in part, or any of its rights, obligations, options, or privileges hereunder to any third party, and this Agreement and any or all of said rights, options, privileges shall inure to the benefit of Company, its licensees, successors and assigns. In the event that Company’s assignee, designee or successor-in-interest produces the Project in lieu of Company, all references in this Agreement to Company shall be deemed references to said assignee, designee or successor-in- interest. Notice of any such assignment by Company shall be given to Grantor, in writing, not less than five (5) days prior to the effective date of such assignment.

13. CONTROLLING LAW/VENUE: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia (United States of America) without regard to its rules on conflict of laws or any other rules that would result in the application of a different body of law. The parties agree to submit any disputes arising under this Agreement to a court of competent jurisdiction in Fayette County, Georgia.

14. NOTICES: Notification to either party shall be at the following addresses:

_____	_____
Peachtree City, Georgia	Company:
Attn: City Manager	_____
151 Willowbend Road	_____
Peachtree City, Georgia 30269	_____
(770) 487-7657	_____
Email: _____	Email: _____

All notices shall be sent by e-mail or postage prepaid U.S. mail, and shall be deemed to have been delivered whether or not received on the third business day after the date of mailing. In lieu of such mailing, notice may be personally served upon the other party. All correspondence sent via e- mail will be deemed delivered if a hard copy of said correspondence is delivered via postage prepaid U.S. mail. Each party may change its mailing address or e-mail address for

notification purposes by giving the other party notice of the new mailing address or e-mail address which change shall become effective on the date upon which such written notice is received. Any casual or inadvertent failure to provide courtesy copies of any documentation or written notices shall not be deemed a breach of this Agreement.

15. PERSONAL DATA ACKNOWLEDGEMENT: Grantor acknowledges that Company will collect, use and store personal data (including, but not limited to, name, address, email address, government ID, banking and insurance information) provided by Grantor, if applicable, for purposes connected with this Agreement, as well as Company's legal and regulatory obligations. The parties shall comply with applicable data protection, security and breach notification laws.

16. MISCELLANEOUS: This Agreement and each provision contained herein will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is prohibited or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity and will not invalidate the remainder of such provision or the remaining provisions of this Agreement, which will remain in full force and effect. All notices and payments to Grantor shall be sent to the above address; it being understood and agreed that any date or time period which is or ends on a non-business day (i.e., Saturday, Sunday or industry holiday, or during the period between Christmas Eve and New Year's Day) shall be automatically extended to the next business day. All time periods hereunder shall be automatically extended if Grantor fails to timely provide written notice to Company of all requisite payment information (e.g., tax ID numbers, addresses, etc.), including any updates or changes thereto, until such time as such information is received and processed by Company. The headings used in connection with the paragraphs of this Agreement are inserted only for the purpose of reference. No failure or delay in exercising on the part of either party, and no course of dealing with respect to any right, power or privilege under this Agreement, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other exercise thereof or the exercise of any other right, power or privilege. The language of all parts of this Agreement will in all cases be construed as a whole according to its fair meaning and not strictly for or against any of the parties. The identity of the drafter or the relative bargaining power of the parties will not be considered in construing or interpreting any provision hereof. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and which taken together shall constitute one and the same instrument. Scanned and electronic signatures provided hereto shall be deemed original for all purposes hereunder. Grantor shall duly execute and deliver (or procure the due execution and delivery to Company of) any additional documents which Company may reasonably require to evidence its rights. This Agreement, collectively with Exhibit "A," constitutes the binding terms of the agreement between the parties and supersedes all prior oral or written agreements regarding the subject matter hereof. In the event of a conflict between this Agreement, Exhibit "A" and/or any additional documents attached hereto (if any), this Agreement shall govern and control, but only to the extent necessary to resolve the conflict. This Agreement may not be changed, modified, renewed, extended or discharged or any covenant or provision hereof waived except by an agreement in writing signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written below.

Date: _____

COMPANY

By: _____

Its: _____

ACCEPTED AND AGREED:

PEACHTREE CITY, GEORGIA

By:

Its:

EXHIBIT “A”

(See following page[s], if applicable)

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Justin Strickland, City Manager

FROM: Robin Cailloux, Planning Director 10/22/2024
Justin Strickland, City Manager 11/1/2024

DATE: November 7, 2024

SUBJECT: 10-24-04 Ordinance # 1229 Zoning text amendment to create a Short Term Rental permit

Recommendation:

Adopt proposed Ordinance #1229 Short Term Rental ordinance as presented.

Discussion:

The City Council held a public hearing on this item at their October 17, 2024 meeting. Council agreed as a body to make the following changes:

- Remove the requirement that parking associated with STR be mandated to be located off-street.
- Remove the requirement that garbage cans associated with STR be mandated to not be visible from the public street.
- Make the permit period 2 years instead of 1 year.
- Remove the requirement to mail the local contact information to property owners within 200 feet. A general notice of the STR will still be mailed to properties within 200 feet.
- Allow for multiple local contacts
- Require guest registry information to contain the occupant name(s), dates of stay, home city of primary residency, and vehicle tag information. The guest registry shall be kept for 30 days.
- Make the effective date of the ordinance January 1, 2025. STR operators have 60 days from the effective date to apply for a permit.

A final draft of the proposed Short Term Rental ordinance showing these changes is attached at the end of this memorandum.

Budget Impact:

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

Attachments:

1. STR ordinance
2. STR ordinance summary chart

DRAFT Sec. 917 – SHORT TERM RENTAL

Sec. 917.1. Purpose

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

Sec. 917.2 Zoning districts.

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

Sec. 917.3 Applicability.

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

~~(c)~~(d) This ordinance shall become effective on January 1, 2025.

Sec. 917.4. Definitions.

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

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

City shall mean Peachtree City, Georgia.

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 917.5. Permit required.

- (a) Every person engaging in or about to engage ~~in business~~ as an operator of a short term rental shall immediately apply for a permit ~~and obtain approval for the business~~ with the Planning and Development department on the forms provided by the same ~~for such business~~. Persons engaged in such ~~business~~ operations must apply for a permit no later than 60 days after this section becomes effective; but such grace period for registration after the effective date of this section shall not relieve any person from the obligation of payment or collection of such permit fee nor meeting the requirements of this section on and after the date of imposition thereof. The required permit hereunder shall set forth the name under which the operator transacts business, and other such information as would be required by the Planning and Development department. The permit application shall be signed by the owner if a natural person, by a member or partner in case of ownership by partnership, an officer in the case of corporation, or an agent acting on behalf of the property owner.
- (b) A separate permit will be required for each individual location of a short term rental.
- (c) The total number of short term rental permits in Peachtree City is limited to no more than 135 permits annually.
- (d) Upon the effective date of this section, the issuing priority of permits shall be granted to applicants who demonstrate existence of their property's short term rental operations and payment of all required taxes prior to the City Council's adoption of this section, and who meet all other requirements of this section. Should the number of these prior-existing short term rentals exceed 135 as described in (c) above, all prior-existing short term rentals will be permitted, but no new licenses will be issued until such permit limit is no longer exceeded.

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

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

- (a) The local contact person shall be at least 21 years of age.
- (b) ~~There shall only be one designated local contact person for a short term rental at any given time.~~
- (c) The local contact person shall be required to respond to the location of the short term rental 24 hours a day, seven days a week, and within one hour after being notified by the City of the existence of a violation of this section or any other provision of the Peachtree City Code of Ordinances, or any disturbance or complaint requiring immediate remedy or abatement regarding the condition, operation, or conduct of occupants of the short term rental.
- (d) An owner may retain a managing agent, managing agency, operator, or representative to serve as the local contact person to comply with the requirements of this section, including, without limitation, the licensing of the short term rental, the management of the short term rental, and the compliance with the conditions of the license. Any such managing agent must be licensed under the laws of the State of Georgia.
- (e) The owner of the short term rental is responsible for compliance with the provisions of this section and the failure of the local contact person to comply with this section shall be deemed noncompliance by the owner.
- (f) The owner must immediately notify the Planning and Development department in writing upon a change of local contact person or the local contact person's telephone number. This notification will be on forms prescribed by the City. The new, revised contact name and phone number must be posted in the guest areas of the short term rental within ten days of any change of local contact person information and before occupants can rent the short term rental; ~~and updated notices mailed out to all residential neighbors within 200 feet of the short term rental property lines.~~

Sec. 917.7. Application for permit.

- (a) Each person seeking to obtain a permit to operate a short term rental shall submit an application to the Planning and Development department on a form provided by the same. Said application shall include:
 - (1) A statement that each applicant is a citizen or legal resident of the United States;
 - (2) Address, phone number and email address of each applicant;
 - (3) The address of the short term rental;
 - (4) Consent by each applicant to undergo a criminal background check;
 - (5) A copy of a deed showing the applicant to be the owner of the premises for which the permit is sought ~~or a copy of a lease showing any interest the owner of the premises has in the short term rental for which the permit is sought;~~
 - (6) A copy of the passed inspection report or other similar approval from the Peachtree City Fire Marshal or his designee;
 - (7) A copy of the passed inspection report or other similar approval from the Peachtree City Building Official or his designee;
 - (8) All other state and local permits pertaining to the operation of short term rentals, including approvals, as applicable, or as determined by the Director of Planning and Development.

- (9) Copy of the guest occupancy agreement as required by O.C.G.A. § 43-21-3.2. This agreement shall contain at a minimum notices to the occupants regarding the City's noise ordinance, ~~parking requirements~~, special event prohibition, ~~garbage requirements~~, prohibition on sub-leasing, and notice that failure to vacate the premises for violating the agreement will be considered trespassing and thus subject to criminal prosecution;
 - (10) An affidavit swearing to using a platform that complies with state laws and collection of appropriate sales and lodging taxes;
 - (11) The name, address, telephone number and email address of the local contact person(s); and
 - (12) Any other information as may be required by the Planning and Development department.
- (b) All applications for a permit to operate a short term rental shall be accompanied by the payment of applicable fees as set in a schedule of fees adopted by the City Council and amended time to time.

Sec. 917.8. Issuance of permit.

- (a) Upon determining that an application is complete, applicable fees are paid, and all the standards of this section are satisfied, the Planning and Development department shall issue the appropriate permit for the ~~calendar year in period of 730 calendar days for~~ which approval was granted.
- (b) No permit shall be issued for any short term rental where any individual having interest either as an operator, owner, partner, principal stockholder, or licensee, whether such interest is direct or indirect, or beneficial or absolute, has been convicted or has taken a plea of nolo contendere within five years for a felony or any crime involving moral turpitude, or has been convicted or has taken a plea of nolo contendere within two years for any misdemeanor of any state or of the United States or any municipal or county ordinance which would have any effect on the applicant's ability to properly conduct such business, except traffic offenses. The term "conviction" as used in this section shall include adjudication of guilty plea, plea of nolo contendere or forfeiture of a bond when charged with a crime.
- (c) Upon the issuance of a new short term rental permit, ~~or an updated local contact person~~, the City shall mail a notice to all residential properties within 200 feet of the property line of the short term rental notifying them of the short term rental permit ~~and providing information regarding how to lodge complaints regarding the short term rental, if any.~~

Sec. 917.9. ~~Annual-Biennial~~ renewal of permit and abandonment of permit.

- (a) All permits issued pursuant to this article are annual permits that run ~~365-730~~ days from the issuance of the permit. Holders of existing permits in good standing shall apply to the Planning and Development department for renewal by filing a renewal application in proper form and tendering the required fees. Renewal applications shall be accompanied by compliance documentation for payment of excise taxes and sales taxes, along with re-inspection approvals from the Peachtree City Fire Marshal, and other documents as required by the Planning and Development department.

Sec. 917.10. Transfer of permits.

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

Sec. 917.11. Revocation of permit.

- (a) Any permit issued pursuant to this article may be revoked by the City, after notice and hearing, for any of the following causes:

- (1) Any fraud, misrepresentation or false statement contained in the application for the permit;
 - (2) Any fraud, misrepresentation or false statement made in connection with any transaction;
 - (3) Any violation of this article; or
 - (4) The conducting of the business permitted under this article in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health safety or general welfare of the public.
- (b) Whenever, in the opinion of the city manager or designee, there is cause to revoke said permit, a notice of hearing for the revocation of a permit issued pursuant to this article shall be given in writing, setting forth specifically the grounds of the complaint and the time and place of the hearing.
- (1) The notice shall be served on the holder of the permit by handing the same personally to the person operating the permitted business, or by mailing the same, postage prepaid, to the holder of the permit at her or his last known address at least five days prior to the date set out for the hearing.
 - (2) The giving of such notice shall suspend the permit pending the outcome of the hearing, and any business conducted under the permit shall cease during said period of suspension.
 - (3) After the hearing, the city manager may make a decision concerning the revocation of said permit. If the decision is adverse to the permit holder, he/she may appeal such decision within ten days to a court of competent jurisdiction via a writ of certiorari.
 - (4) Any owner who has his or her permit revoked shall be disqualified from reapplying for such permit for 24 months immediately following revocation.

Sec. 917.12. Accommodation standards.

- (a) All structures used for short term rentals shall satisfy the National Fire Protection Association and International Fire codes, as adopted and amended by the Georgia Department of Community Affairs, and the City of Peachtree City Code of Ordinances chapter 38.
- (b) All swimming pools, spas, and hot tubs shall comply with the International Swimming Pool and Spa Code as adopted and amended by the Georgia Department of Community Affairs and the City of Peachtree City Code of Ordinances Chapter 18, as it applies to barriers and floatation devises.
- (c) No exterior alterations may be made to a residence to indicate that it is being used as a short term rental. House numbers shall be visible from the public street at all times.
- (d) No advertising shall be visible from the street or from adjoining properties.
- (e) No detached structures, guest houses, or recreational vehicles or trailers shall be used as a short term rental.
- (f) Only a bedroom as defined herein shall be used for overnight sleeping quarters.
 - (1) Every bedroom occupied by one person shall contain at least 70 square feet of floor area, and every bedroom occupied by more than one person shall contain at least 50 square feet of floor area for each occupant thereof.
 - (2) Except where there is only one bedroom, bedrooms shall not constitute the only means of access to other bedrooms or habitable spaces and shall not serve as the only means of egress from other habitable spaces.
 - (3) Every bedroom shall have access to at least one water closet and one lavatory without passing through another bedroom.
 - (4) Every bedroom shall have at least six (6) square feet of floor to ceiling heated closet space, and for each permissible occupant over two, there shall be an additional of four (4) square feet in the above described

closet; however, if such space is lacking, an amount of space equal in square footage to the deficiency shall be subtracted from the area of the bedroom space used in determining permissible occupancy.

- (5) No space located totally or partially below grade shall be used as a bedroom unless the total openable window area for allowing the entrance of outside light is equal to at least five (5) square feet and there are no pipes, ducts, or other obstructions less than six feet eight inches from the floor level which interfere with the normal use of the room or area.
- (g) No more than three guests shall be allowed per bedroom. The number of bedrooms shall be confirmed by the on-site inspection by a representative of the City, and a maximum overnight sleeping occupancy shall be established for the permit.
- ~~(h) Parking associated with the short term rental and premises must be in an off-street location and in accordance with the city's parking ordinance.~~
- ~~(i) Garbage, rubbish, and recycling shall be only stored in lidded receptacles. Such receptacles shall be stored in a location appropriately screened from view by a public street. For purposes of this Section, a garbage or recycling container shall not be placed at curbside before 7:00 p.m. of the day prior to solid waste pickup, and the container shall be removed from curbside before 7:00 p.m. of the day of pickup.~~
- ~~(j)(h)~~ Short term rental premises must be maintained in compliance with standards contained within the Peachtree City Code of Ordinances.

Sec. 917.13. Operating standards.

- (a) Each operator of a short term rental is required to keep a guest registry containing. ~~Each guest shall register on the date of their arrival, stating their names, current residence address, guest names, dates of occupancy, city of permanent residency,~~ and description and license plate number of the vehicle they are using. Each operator of a short term rental shall keep for a period of at least ~~three years~~ 30 days the above-described register, ~~along with all records, receipts, invoices and other pertinent papers setting forth rental charged for each occupancy, the date or dates of occupancy, and such other information as required by the Planning and Development department.~~ Said records shall be made available for examination by the City, the Fayette County Board of Health, or any authorized law enforcement agency upon operator or owner of such short-term rental being presented with a warrant to provided such information, or immediately upon exigent circumstances.
- (b) Operators of short term rentals shall not be permitted to serve food to guests for sale or otherwise and no food preparation, except beverages, is permitted within individual bedrooms.
- (c) The permit number shall be included on all advertisements for the short term rental.
- (d) Special events or private functions are not permitted at short term rentals. For the purposes of defining a special event, in addition to the definition contained herein, no more than 2 times the number of maximum overnight sleeping occupancy shall be permitted on the premises at any time.
- (e) The operator shall not permit any occupant to sublet the premises and shall notify occupants of this prohibition in the guest occupancy agreement as required by O.C.G.A. § 43-21-3.2.

Sec. 917.14. Display of permit and notifications.

- (a) Every holder of a permit issued pursuant to this article shall keep such permit conspicuously displayed at all places where such business is conducted.
- (b) Each short term rental shall post a legible notification, clearly visible to all guests containing the following information:
 - (1) The name and contact information of the owner/local contact person and the telephone number at which that party may be reached on a 24-hour basis.

- (2) The maximum number of overnight occupants permitted posted on the form as provided by the City.
- (3) Notification that an occupant may be cited and fined for creating a disturbance or for violation this code section or any other sections of the Code of Peachtree City.
- (4) Notification that the short term rental location cannot be utilized for special events, parties, or private functions as defined herein.
- ~~(5) Notification that all parking associated with the short term rental must be located on the property only on designated hard surfaced areas and not on any public or private roads at any time.~~

Sec. 917.15. Complaints.

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

Sec. 917.16. Violations and penalties.

- (a) The following conduct shall constitute a violation for which the penalties specified herein of this section may be imposed, or the short term rental permit revoked:
 - (1) The owner or local contact person has violated any of the provisions of this chapter; or
 - (2) The owner or local contact person has violated any zoning, building, health or life safety provision; or
 - (3) Each day the short term rental is marketed or rented for overnight accommodation shall constitute a separate violation.
 - (4) Failure of the owner or local contact person to respond to calls or complaints regarding the condition, operation, or conduct of occupants and/or guests of the short term rental in a timely and appropriate manner as specified herein shall be grounds for imposition of penalties as set forth in this section.
 - (5) Three or more separate complaints received from at least two different property owners or occupants within any six-month period for the same short term rental property.
- (b) Any violation of the provisions of this section by occupants and/or guests of the short term rental shall be enforced pursuant to this section, and any other applicable Code sections. Enforcement actions may be brought against occupants and/or guests of a short term rental for violations of this section and any other provision of this Code notwithstanding that this section may also make the owner or local contact person of the short term rental responsible for the conduct constituting the violation. The penalties for violations shall be as follows:
 - (1) For the first violation within any 12-month period, the penalty shall be a citation and a fine not to exceed \$500.00;
 - (2) For a second violation within any 12-month period, the penalty shall be a citation and a fine not to exceed \$750.00;
 - (3) For a third violation within any 12-month period, the penalty shall be a citation, a fine not to exceed \$1,000.00, the revocation of the short term rental permit for a period of 24 months, and the owner or local contact person shall not be eligible to reapply for a short term rental on the property in violation for a period of 24 months from the date of revocation.
- (c) If non-compliance with provisions of this section occurs, the Planning and Development department or law officer of the City shall conduct an investigation whenever there is reason to believe that an owner and/or local contact person has failed to comply with the provisions of this chapter. The investigation may include an

inspection of the premises, review of law enforcement/security reports, online searches, citations, or neighbor documentation consisting of photos, sound recordings and video all of which may constitute evidence of a violation.

- (d) The Planning and Development department, Code Enforcement officer of the City, and the Peachtree City Police Department are hereby authorized and directed to establish such procedures, which may from time to time be required to carry out the purpose and intent of this chapter. The Peachtree City Police Chief or her or his designee or Code Enforcement shall also have authority to enforce this chapter.

DRAFT

SHORT TERM RENTAL ORDINANCE HIGHLIGHTS

Ordinance Standards:	Proposed Peachtree City
Grandfathers existing STR	No- all must apply. Effective January 1, 2025, must apply by March 1, 2025
Permit required	Yes- one for each property/ dwelling unit
Maximum in City	Yes-135
Priority permitting to existing STR	Yes- first issuance of permits
Annual renewal required	No- Biennial
Require background check for owner	Yes In-state only
City-maintained database of STR locations	No
Requires local contact/agent	Yes- at least 21 years old
Agent must be on site w/in time	Yes, within 1 hour
Primary residence requirement	No
Whole-house rental permitted	Yes
Short-term rental period	Minimum 1 day, maximum 30 days
Use guest house, detached structure or RV	No
Maximum occupancy	Bedroom accommodations only, each with a maximum of 3 persons. Set by city inspector
Off-street parking required	No
Garbage storage requirements	No
Sub-leasing allowed	No
Parties/ Special Events permitted	No
Keep guest register	Yes
Requires business license	No
Collect lodging tax	Yes
Required to meet current fire/building codes	Yes, biennial inspection required
Notification to neighbors	Yes- all properties within 200 feet
STR permit posted onsite	Yes - and included in website listing
Fines for violation	first is \$500; second is \$750; third is \$1,000 plus revoked for 24 mos.
Application Fees	\$375 initial, \$300 renewal