CITY COUNCIL OF PEACHTREE CITY
REVISED MEETING AGENDA
DECEMBER 1, 2022
6:30 p.m.

Peachtree City
Mayor & City Council
Kim Learnard, Mayor
Phil Prebor, Post 1
Mike King, Post 2
Frank Destadio, Post 4

SCAN FOR AGENDA PACKET

I. Call to Order

II. Pledge of Allegiance

III. Moment of Silence

IV. Announcements, Awards, Special Recognition

V. Public Comment

VI. Agenda Changes

VII. Minutes
November 17, 2022, Regular Meeting Minutes

VIII. Consent Agenda
1. Grinding and Removal Service Contract Award

IX. Old Agenda Items

X. New Agenda Items

12-22-01	Police Vehicle Purchase	(Moon)
12-22-02	Consider Intergovernmental Agreement – 2023 SPLOST	(Strickland)

XI. Public Hearings

XII. Council/Staff Topics
1. Financial Update (Salvatore)

XIII. Executive Session

XIV. Adjourn

City Council of Peachtree City
Meeting Minutes
Thursday, November 17, 2022
6:30 p.m.

The Mayor and Council of Peachtree City met in regular session on Thursday, November 17, 2022. Mayor Kim Learnard called the meeting to order at 6:30 p.m. Council members attending: Frank Destadio, Mike King, and Phil Prebor.

Announcements, Awards, Special Recognition
The Mayor noted there were problems with the City's website and suggested Facebook for those who wanted to watch the meeting live.

Council honored the graduates of the latest Certified Emergency Response Team (CERT). Auxiliary Captain Arline Cuebas explained that CERT was started in 2005 with support from the Peachtree City Police Department. It was a federal program that trained citizens to help with emergencies, big or small. Peachtree City's team had helped with weather-related issues, collected for donations, and aided in searches for missing persons. They traveled to Coweta County after the tornado in 2021 for several days and assisted with clean up.

Cuebas said this was the 32nd CERT class to graduate, adding that the next class would begin February 23rd and was taking registrations.

Public Comment
Shaun Lowe of Planterra Ridge subdivision thanked Council and City staff for listening and helping with their concerns about traffic through the neighborhood. He said they had decided, in a landslide vote, to take action to protect the children, pets, and all residents. Lowe asked Council to remember, when they took this matter up at a future meeting agenda, that a traffic study showed 18,000 cars going through the neighborhood in a 10-day period at an average speed of more than 40 mph, with a maximum speed of 83 mph.

A young Planterra Ridge resident, Sadie Painter, also thanked Council and the Mayor for looking out for the safety of children by supporting a gated entrance.

Agenda Changes
None

Minutes
October 28, 2022, Executive Session Minutes
November 3, 2022, Regular Meeting Minutes
November 3, 2022, Executive Session Minutes
King moved to approve the October 28, 2022, Executive Session Minutes, the November 3 Regular Meeting Minutes, and the November 3, 2022, Executive Session Minutes. Prebor seconded. Motion carried unanimously.

Consent Agenda
1. FY2022 Budget Amendment
2. FY2023 Budget Amendment
3. Transfer of funds from Public Works to Recreation for Contractual Services at Kedron

4. Request to Reclassify Two Part-Time Recreation Assistant Positions to One Full-Time Recreation Assistant Position at the Kedron Fieldhouse & Aquatic Center
Destadio moved to accept Consent Agenda items 1-4. King seconded. Motion carried unanimously.

Old Agenda items
None

New Agenda items
11-22-02 Consider Increase to Public Safety Recruitment Sign-On Bonus
Interim City Manager Justin Strickland said he would speak for Human Resources & Risk Management Director Ellece Brown, who was absent. He recalled that about a year and a few months ago, Council voted to institute a sign-on bonus program to encourage recruitment, especially for Public Safety. Right now, it was $3,500 for certified officers and paramedics, $2,000 for non-certified, and $2,000 for non-Public Safety positions. This had been a successful program, he stated, and Council voted to extend it for six months a few months ago.

But, he continued, there were still difficulties in recruitment. Staff was looking at other solutions, but he thought increasing the Public Safety bonus to $6,000 for certified and $4,000 for non-certified would show results. If they only got one or two good applications, it would be worth it, he stated. They currently had nine police officer positions open and two paramedic/EMT positions. This was something they could do in this moment while they looked for other options.

Destadio moved to approve New Agenda item 11-22-02, Consider Increase to Public Safety Recruitment Sign-On Bonus. Prebor seconded. Motion carried unanimously.

Public Hearings
11-22-03 Variance – Transitional Yard Buffer – 100 McWilliams Drive
This property was at the intersection of McWilliams Drive and SR 74 North, near the Heritage and Beechwood subdivisions, Planning and Development Director Robin Cailloux explained. It was an undeveloped lot zoned Office/Institutional (OI), and the applicant wanted to construct a medical office building. To do so, they were asking for a variance to encroach into the 75-foot transition yard, which was the setback for any non-residential property adjacent to residential. This setback must be undisturbed.

She showed a map of the site, pointing out the homes in Beechwood behind it, and highlighting the outer perimeter, along with what would be the setback in OI zoned property if it were next to anything other than residential. That would be 30 feet, and they could put their parking within 10 feet of the property line. But, because they were subject to the transition yard setback, all development, including parking, had to adhere to the 75-foot setback, which she had indicated on the map.

This lot, Cailloux explained, was subdivided as part of the Heritage and Beechwood process in 1998. The current owner purchased the lot in 2000, and the transition yard ordinance was adopted by the City in 2009. The lot had never been developed, and, therefore, was subject to the ordinance.

She reviewed the six criteria for a variance as stated in the Zoning Ordinance. The first looked at any special circumstances that applied to this property, and Cailloux pointed out that, in addition to having the 75-foot buffer, this was a corner lot with two front setbacks. There was only one other OI lot in the entire City in this situation. All of the other office zonings were in office parks or not directly adjacent to residential. This was a typical size for an office lot, but most office lots had about 65% developable. This one, accounting for the setbacks, had about 39% developable land. The regulations created a practical difficulty, Cailloux stated, that was inconsistent with the Zoning Ordinance. By having the setback at 75 feet, they reduced usability by 30%.

The ordinance's intent statement for the transition yard said the purpose was to mitigate some of the effects that non-residential uses could have on residential uses, specifically noise and light pollution, but there were alternate solutions that could mitigate these impacts, if Council approved this. Another criterion asked if this situation applied to any other lots? and Cailloux again said this and one other office-zoned lot, which was to the north in the same development, were the only ones with this condition. She pointed out both lots on the plat from 1998, noting they were created 10 years before the transitional yard requirement was adopted.

Granting this variance would not constitute a special privilege inconsistent with the limitations on this property, she went on. It would not be detrimental to the public health, safety, or welfare, and Staff was recommending conditions that would help reduce impact on the adjacent homes. The request did not conflict with any policies listed in the Comprehensive Plan.

There were five lots that could be impacted by development on this property, and to mitigate that, staff recommended Council require additional evergreen landscaping between the parking lot and the residential lots to provide a visual buffer. To mitigate light pollution, the site lighting, which meant stand-alone parking lot lights on poles, should be limited to three feet in height and must be full cut-off in accordance with dark sky standards. That meant all light went directly down so it would benefit pedestrians, but not illuminate the surrounding area.

A third recommended condition called for a public access and path easement to be preserved through the rear 75 feet of the lot to allow for future potential connection of the network from McWilliams Drive to Kedron Drive. This lot and the ones to the south were sandwiched between SR 74 and the subdivision, with no access to the path network. This lot, once developed, could have access to McWilliams Drive, but any lot to the south, if Council did not preserve access now, would be stripped of any possibility of connecting to the path network in the future, Cailloux explained, adding that she requested 75 feet because they did not know if they would add a separate path or, as in many places, use the parking lot for access to the path system.

A final condition called for inter-parcel connectivity to the lot to the south. That lot was undeveloped, and if it was developed without this inter-parcel access, they could possibly request a driveway onto SR 74. Cailloux noted they had spent a lot of money trying to protect capacity on SR 74 and adding another driveway would not be ideal.

Those were the four conditions staff recommended, Cailloux concluded, adding that she had summarized the variance criteria at the end of her report. She offered to answer questions.

The Mayor asked if the applicant was present? Jason Walls of Integrated Science & Engineering (ISE) stepped up, along with architect Jefferson Brown. Walls said they agreed with the proposed conditions. He noted that they needed the driveway to be as far from the highway as possible, and that is what this layout was showing. The site, he commented, was rendered pretty much undevelopable with the 60-foot buffer off the highway and the 75-foot buffer off the residential.

The Mayor opened the public hearing. No one wished to speak in favor of the proposal, and three people indicated they would like to speak in opposition. Learnard told them they had 10 minutes to speak in total.

Tom Peterson of Lenox Drive said he only found out about this proposal that day. He recalled that several years ago, someone proposed a gas station/retail stops for this site, but the Planning Commission denied the plans several times because the adjacent neighborhood brought forth environmental concerns. He pointed out this was a depressed area in terms of topography, and they would need to raise it. Ingress and egress in icy conditions would be a problem because it was so depressed. He again said the subdivision had never been notified this was being requested, and he asked Council to table a decision until January so they could prepare.

Daniel Walsh, also of Lenox Drive, said this lot was right behind his house, specifically his bedroom. He had moved in about a year ago and did not expect a commercial building to be built there. He said he was sorry the lot had problems, but sometimes people made bad investments. The codes were in place so people could live peacefully, he said, adding that drainage was also a concern. He, too, said they were not notified, and he only learned about it because Destadio came to the neighborhood and told him that day. Walsh urged Council to postpone a decision.

John Dufresne of Preston Chase remarked that the buffer was there to protect residents. There was a 60-foot buffer from the highway, and he noted that Council in 2015 approved a reduction of a 60-foot buffer at Sigvaris to 10 feet. These applicants would only need 45. Why could they not go with that option and move the parking lot to the front of the building?

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

Firstly, Destadio said he want to clarify that he was in the neighborhood only to get a firsthand view of the area and not to change anyone's opinion.

He went on to note that the variance application listed Tommy Webb as the applicant but was signed by Jason Walls as a principal of ISE. Destadio said he called his friend at ISE and that friend was surprised to learn he was supporting this since it was on his paperwork. He said he did not know anything about this.

Also, the applicants usually had talked to the owners of the adjacent properties when there was a zoning issue like this. Often, there were letters from neighbors in support. But here, Destadio noted, there was no evidence of support, and that is why he walked around in the neighborhood. He could not find anyone there who supported this, even though there were other medical facilities in the neighborhood.

Walls, who had to leave early, asked if he could address Destadio before he left. He stated that ISE was contracted with Southtree Commercial, as was architect Brown, to design and build this project. That was what caused Destadio's confusion on the application. Webb was with Southtree, while ISE was the engineer of record for the project.

Destadio said they should not use ISE's paperwork if the owner did not know anything about it. Wall again said he was a principal at ISE. Destadio told him he understood that, but the owner did not know anything about this and would be talking to Walls later.

Why did they not have any alternatives? Destadio asked Cailloux; was there anything that could be put onto this lot without requiring a variance?

Cailloux said she had done some rough calculations that showed a 2,000 square foot building could fit in there with the required parking. She then looked at plans for other medical office buildings in the city, and the smallest she found was 4,500 square feet for a small dentistry practice. But they could put a small office building there. Cailloux said she was not saying the lot was undevelopable; it was just that the development ability was reduced.

But there were alternatives, Destadio continued; they had heard from one person that maybe the parking could be moved to the front. But then they would have to get both the parking lot and the building completely out of those 75 feet, Cailloux explained, because they could not do anything there without a variance. By taking that strip off the front, the only thing they could do would be to reduce the size of the building by more than half.

The ordinance said that moving the development forward and lessening the front buffer was a decision the Planning Commission would have to make, she added. They could decide to move it from 60 to 40 if additional landscaping was provided. If the Planning Commission denied that, the applicant would have to come back for a variance.

Why did this not go before the Planning Commission first? Destadio asked, and Cailloux said he should remember from his time on the Planning Commission that they preferred to see conceptual site plans only after variances had been approved. They did not want to approve a conceptual site plan only to then have Council deny the variance, which would require them to review a different conceptual site plan.

That was true, Destadio admitted, but they could have asked for a number of things. It did not have to be something that would require a variance.

Cailloux said she understood, but the property owner had the right to petition for a variance, and that was what they had chosen to do.

Destadio agreed, but he thought they could have asked for something that did not require a variance. Also, he discovered on his visit that a lot of people thought this was already approved, and they did not have any opportunity to have a say in the matter.

King observed that they were not in the business of choosing what a landowner could put on his property, although they could restrict size, lighting, the transitional buffer. He noted that this property was purchased nine years prior to the transition buffer going into effect. Just to the north, he pointed out, right across the street from Beechwood, was a day care center and a doctor's office that might be even less distance from the homes. He did not want Council to get in the business of choosing what could go here and what could go there. Landowners had a right, with some restrictions, to develop their property to its maximum potential within the criteria, King continued. Council did not have the right to pick and choose.

Destadio said he agreed, but they did have to meet the criteria.

As for drainage, King commented that he was sure they would have an adequate system that would not impact the homeowners to the east. Walls had left, so Brown responded to this with the caveat that he was an architect, not an engineer. However, he said, there was an easement and a pipe with a headwall on the property that exited to the east connecting to master detention that was proposed. Brown said engineering would confirm that with stormwater studies. So, drainage was not a problem? King asked. Cailloux said the City's ordinance required that no drainage leave their lot.

King said he empathized with the man who moved in a couple of years ago and now would have an office behind his house. King said he had bought and sold property over the years and knew that if he wanted to control what was near his property, he had to buy that adjacent property. You could not control it if you did not own it.

There were several issues, Prebor noted. One was that the person who owned this property bought it before they put in the 75-foot buffers. Another was that the nearby homeowners felt like they did not have enough information. As King said, something was going to go in there. He proposed they table this until the developers could meet with homeowners. He knew all the homeowners would not agree, but it was important that they at least have a say and come up with something they could live with. He asked Cailloux what kind of evergreens she mentioned as a buffer? Cailloux said she would recommend something native, like magnolias and cedars.

Prebor stated they should be problem solvers instead of problem finders. That was something they could do better with as a city, he remarked, and King agreed. They needed to find something both the developers and the neighbors could live with, whether it was putting parking on the front or something else. He said he would like for them to table this and work on a solution.

Brown commented that he would love that opportunity. To address the drainage concerns, he said they were planning on importing 45,000 pounds of dirt. He understood concerns about dumpster placement, lights, and noise, plus the worry about what they would see architecturally from the neighboring homes. They could address that architecturally, and landscape architects would be able to plant those evergreens that were recommended.

Learnard said she agreed with Prebor that they table this to give the neighbors a fair chance at involvement. She emphasized Prebor's comments that something was going in there, and the issue was how could they work together for the best solution.

How long did they want to table it for? King asked, and Brown said he could be available in the next 10 days. That might be a little hurried, Council agreed, with the holidays coming up. King moved they table this until the first meeting of 2023.

Destadio said he had confidence Brown could do it in 10 days, but they needed more time. Brown said he just wanted to show that he was committed to this project.

Learnard said they had a motion. Prebor seconded. Motion carried unanimously.

Council/Staff Topics
There being no further business, Prebor moved to adjourn at 7:15 p.m. Destadio seconded. Motion carried unanimously.

Martha Barksdale, Recording Secretary | **Kim Learnard, Mayor**

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **Justin Strickland, Interim City Manager** JS
Paul Salvatore, Financial Services Director PS
Kelly Bush, Assistant Financial Services Director kb
Angela Egan, Purchasing Agent

FROM: **Jonathan Miller, Public Works Superintendent** JM

DATE: **November 21, 2022**

SUBJECT: **Grinding and Removal Services Contract**
December 1, 2022 City Council Meeting

Recommendation:

Staff recommends that City Council award the bid and enter into a contract with Inocap-770 Tree Guy for Grinding and Removal Services for the price of $8.00 per cubic yard for Grinding and $10.00 per cubic yard for Grinding and Removal. The Contract would be effective for the remainder of the 2023 fiscal year with the option to extend for 3 additional years.

Discussion:

Staff solicited bids from several companies. Bids were opened on November 18, 2022 and are as follows:

Company	Grinding (per CY)	Grinding and Removal (per CY)
Inocap- 770 Tree Guy	$8.00	$10.00
Trees & More	$8.00	$13.25
AKA Tree Service	$8.00	$16.50
Adelphi Services Group	$62.39	$79.21
BAM BAM	$135.00	$2,410.00

Staff has reviewed bid documents provided by Inocap- 770 Tree Guy and finds them acceptable.

Budget Impact:

There are sufficient funds available in the Public Works Contractual Services (Account 100-4100-521245).

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council Members**

VIA: **Justin Strickland, Assistant City Manager** JS
Paul Salvatore, Financial Services Director PS
Kelly Bush, Assistant Finance Director KB

FROM: **Janet Moon, Chief of Police** Janet Moon

DATE: **November 23rd, 2022**

SUBJECT: **Police Vehicles Purchase**
December 1st, 2022 *City Council Meeting*

Recommendation:

Approve the purchase of nine (9) Ford Explorer Police Interceptor Utility vehicles from Wade Ford for $400,000.

Discussion:

Staff recommends the purchase of nine (9) replacement vehicles from Wade Ford. Wade Ford has been identified to hold State Contract pricing of the M/Y 2023 Ford Explorer PIU vehicles. The vehicles purchased would be to the specifications desired by the Police department.

This purchase is necessary to maintain a sufficient fleet of patrol units and pool vehicles that have not exceeded 125,000 miles, in compliance with the City's Personnel Policy Manual (I. Safety & Accident Reporting; Section 8 – Repair & Replacement), and/or have become too costly to repair or maintain.

Budget Impact:

The $400,000 purchase is budgeted in the approved FY 2023 CIP Fund 337.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

FROM: Justin Strickland, Interim City Manager

DATE: November 22, 2022

SUBJECT: SPLOST 2023 – Intergovernmental Agreement
December 1, 2022, *City Council Agenda*

Recommendation:

Approve this Intergovernmental Agreement for the Use and Distribution of Proceeds from the 2023 Special Purpose Local Option Sales Tax for Capital Outlay Projects.

Discussion:

A SPLOST Advisory Group, made up of six Peachtree Citizen residents appointed by the City Council, began meeting in February 2022 with the task of recommending a list of potential projects for the upcoming SPLOST referendum set for March of 2023.

The SPLOST Advisory Group had a series of open meetings, from February through August 2022, during which time they evaluated potential projects proposed by staff and citizens totaling $81.5 million. From the potential projects, the group was tasked with selecting projects while staying within a budget of $60 million. The group rated the projects individually, then staff took that data to average the overall results. Based on how the projects ranked, the group discussed and developed a final proposed list. The SPLOST Advisory Group, with the help of staff, also opened a public citizen survey of the final proposed projects to receive feedback. The survey had 1,216 respondents. Overall support of the projects from the survey was 71.75% based on all who participated.

At the August 18, 2022 City Council Meeting, the SPLOST Advisory Group presented their final proposed list to City Council.

At the August 30, 2022 Special Called Meeting, City Council discussed the proposed list and solicited feedback from citizens and the SPLOST Advisory Group. Based on that meeting, two projects were removed from the official project list (Battery Way Restrooms and Lake Peachtree Shoreline Swim Access). The Tier 2 Project of 12 Pickleball Courts was moved to Tier 1 and the budget was changed to $770,000.

At the September 15, 2022 City Council Meeting, City Council voted to approve the official project list for the City of Peachtree City to be included in the referendum for the 2023 SPLOST vote. The referendum will be placed on the ballot for the March 21, 2023 Special Election. If approved by Fayette County voters, the list will encompass 40 capital projects.

The agreement estimates the amount of funds to be collected as $210,000,000.00 for the entirety of Fayette County over a six (6) year collection period. Within this agreement, Peachtree City shall receive 32.086% percent of all collected proceeds if the referendum is approved by voters. This equals a six-year total of $67,380,600.00 to be distributed to the City of Peachtree City.

This agreement lists the projects of each Fayette County Municipality and of Fayette County and the agreement to hold an election. It also covers disbursements of funds, accounting and auditing practices, completion of projects, election costs, etc. The agreement is conditional on Fayette County calling for an election and then is contingent on the approval of the SPLOST by the voters of Fayette County.

Budget Impact:
Collections of the new SPLOST would begin in July of 2023 as the current SPLOST collections expire in June of 2023. Estimated collections for Fayette County over the six-year period is expected to generate $210 million with $67.4 million being allocated to the City of Peachtree City.

STATE OF GEORGIA

COUNTY OF FAYETTE

INTERGOVERNMENTAL AGREEMENT
FOR THE USE AND DISTRIBUTION OF PROCEEDS FROM THE
2023 SPECIAL PURPOSE LOCAL OPTION SALES TAX
FOR CAPITAL OUTLAY PROJECTS

THIS AGREEMENT is made and entered this the ____ day of ___________, 20___ by and between Fayette County, a political subdivision of the State of Georgia (the "County"), and the Town of Brooks, the City of Fayetteville, the City of Peachtree City, and the Town of Tyrone, municipal corporations of the State of Georgia (the "Municipalities", individually and collectively) (the “Agreement”).

WITNESSETH:

WHEREAS, O.C.G.A. § 48-8-110 et seq. (the "Act"), authorizes the levy of a one percent County Special Purpose Local Option Sales Tax (the "SPLOST") for the purpose of financing capital outlay projects for the use and benefit of the County and qualified municipalities within the County; and

WHEREAS, the County and Municipalities met to discuss possible projects for inclusion in the SPLOST referendum on the ___ day of _________, 20___ in conformance with the requirements of 0.C.G.A. § 48-8-111 (a); and

WHEREAS, the County and Municipalities deem it to be in the best interests of the special district of Fayette County created by O.C.G.A. § 48-8-110 (a) (the “Special District”) to improve Public Services in the Special District by carrying out the hereinafter described capital outlay projects, and the most feasible plan for providing funds to pay the costs of such capital outlay projects is to impose a SPLOST, pursuant to the Act; and

WHEREAS, the Act allows the proceeds of the SPLOST to be distributed pursuant to the terms of a contract entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia between the County and one or more “qualified municipalities” (as defined in the Act) located within the Special District containing a combined total of no less than 50 percent of the aggregate municipal population located within the Special District; and

WHEREAS, the County and the Municipalities have negotiated a division of the SPLOST proceeds as authorized by the Act.

NOW, THEREFORE, for and in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the County and the Municipalities, the County and the Municipalities consent and agree as follows:

Section 1 – Representations and Mutual Covenants

A. The County makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:

1. The County is a political subdivision duly created and organized under the Constitution of the State of Georgia;

2. The governing authority of the County is duly authorized to execute, deliver and perform this Agreement; and

3. This Agreement is a valid, binding, and enforceable obligation of the County; and

4. The County will take all actions necessary to call an election to be held in all voting precincts in the County on the ___ day of March, 2023 for the purpose of submitting to the voters of the County for their approval, the question of whether or not a SPLOST shall be imposed on all sales and uses within the Special District for a period of 24 quarters (six (6) years), commencing on the ___ day of __________, 2023, to raise an estimated $210,033,000.00 to be used for funding the projects specified in Exhibit “A” attached hereto.

B. Each of the Municipalities makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:

   1. Each Municipality is a municipal corporation duly created and organized under the laws of the State of Georgia;

   2. The governing authority of each Municipality is duly authorized to execute, deliver and perform this Agreement;

   3. This Agreement is a valid, binding, and enforceable obligation of each Municipality;

   4. Each Municipality is a qualified municipality as defined in O.C.G.A. §48-8-110 (4); and

   5. Each Municipality is located entirely or partially within the geographic boundaries of the Special District.

C. It is the intention of the County and Municipalities to comply in all respects with O.C.G.A. §48-8-110 et seq., and all provisions of this Agreement shall be construed in light of O.C.G.A. § 48-8-110 et seq.

D. The County and Municipalities agree to promptly proceed with the acquisition, construction, equipping and installation of the projects specified in Exhibit “A” of this Agreement and in accordance with the priority order referenced in Section 8 of this Agreement.

E. The County and Municipalities agree that each approved SPLOST project associated with this Agreement shall be maintained as a public facility and in public ownership. If ownership of a project financed pursuant to this Agreement is transferred to private ownership, the proceeds of the sale shall, for the purposes of this Agreement, be deemed excess funds and disposed of as provided under O.C.G.A. § 48-8-121 (g) (2).

F. The County and Municipalities agree to maintain thorough and accurate records concerning receipt of SPLOST proceeds and expenditures for each project undertaken by the respective County or Municipality as required fulfilling the terms of this Agreement.

Section 2 - Conditions Precedent

A. The obligations of the County and Municipalities pursuant to this Agreement are conditioned upon the adoption of a resolution of the County calling for the imposition of the SPLOST in accordance with the provisions of O.C.G.A.§ 48-8-111 (a).

B. This Agreement is further conditioned upon the approval of the proposed imposition of the SPLOST by the voters of the County in a referendum to be held in accordance with the provisions of O.C.G.A. § 48-8-111 (b) through (e).

C. This Agreement is further conditioned upon the collecting of the SPLOST revenues by the state revenue commissioner and transferring same to the County.

Section 3 - Effective Date and Term of the Tax

The SPLOST, subject to approval in an election to be held on March ___, 2023, shall continue for a period of six (6) years with collections beginning on ____________ ___, 2023.

Section 4 - Effective Date and Term of this Agreement

This Agreement shall commence upon the date of its execution and shall terminate upon the later of:

A. The official declaration of the failure of the election described in this Agreement;

B. The expenditure by the County and all of the Municipalities of the last dollar of money collected from the SPLOST after the expiration of the term of the tax; or

C. The completion of all projects described in Exhibit A.

Section 5 - County SPLOST Fund; Separate Accounts; No Commingling

A. A special fund or account shall be created by the County and designated as the 2023 Fayette County Special Purpose Local Option Sales Tax Fund ("SPLOST Fund"). The County shall select a local bank which shall act as a depository and custodian of the SPLOST Fund upon such terms and conditions as may be acceptable to the County.

B. The Town of Brooks shall create a special fund to be designated as the 2023 Brooks Special Purpose Local Option Sales Tax Fund.

C. The City of Fayetteville shall create a special fund to be designated as the 2023 Fayetteville Special Purpose Local Option Sales Tax Fund.

D. The City of Peachtree City shall create a special fund to be designated as the 2023 Peachtree City Special Purpose Local Option Sales Tax Fund.

E. The Town of Tyrone shall create a special fund to be designated as the 2023 Tyrone Special Purpose Local Option Sales Tax Fund.

F. Each Municipality shall select a local bank which shall act as a depository and custodian of the SPLOST proceeds received by each Municipality upon such terms and conditions as may be acceptable to the Municipality.

G. All SPLOST proceeds shall be maintained by the County and each Municipality in the separate accounts or funds established pursuant to this Section. Except as provided in Section 6, SPLOST proceeds shall not be commingled with other funds of the County or Municipalities and shall be used exclusively for the purposes detailed in this Agreement. No funds other than SPLOST proceeds shall be placed in such funds or accounts.

Section 6 - Procedure for Disbursement of SPLOST Proceeds

A. Upon receipt by the County of SPLOST proceeds collected by the state revenue commissioner, the County shall immediately deposit said proceeds in the SPLOST Fund. The monies in the SPLOST Fund shall be held and applied to the cost of acquiring, constructing and installing the County capital outlay projects listed in Exhibit "A" and as provided in Paragraph B of this Section.

B. The County, following deposit of the SPLOST proceeds in the SPLOST Fund, shall disburse within 10 business days the SPLOST proceeds due to each Municipality in the separate funds established by each Municipality in accordance with Section 5 of this Agreement, in the following percentages for the following purposes:

0.476%	shall be paid to the Town of Brooks to fund the capital outlay projects specified in Exhibit "A;"
15.904%	shall be paid to the City of Fayetteville to fund the capital outlay projects specified in Exhibit "A;"
32.086%	shall be paid to the City of Peachtree City to fund the capital outlay projects specified in Exhibit "A;" and
6.425%	shall be paid to the Town of Tyrone to fund the capital outlay projects specified in Exhibit "A."

C. Should any Municipality cease to exist as a legal entity before all funds are distributed under this Agreement, that Municipality's share of the funds subsequent to dissolution shall be paid to the County as part of the County's share unless an Act of the Georgia General Assembly makes the defunct Municipality part of another successor municipality. If such an act is passed, the defunct Municipality's share shall be paid to the successor municipality in addition to all other funds to which the successor municipality may otherwise be entitled.

Section 7 - Projects

All capital outlay projects, to be funded in whole or in part from SPLOST proceeds, are listed in Exhibit “A” which is attached hereto and made part of this Agreement.

Section 8 - Priority and Order of Project Funding

Projects shall be fully or partially funded and constructed in accordance with the schedule found in Exhibit “A” of this Agreement. Except as provided in Paragraph B and Paragraph C of Section 9 of this Agreement, any change to the priority or schedule must be agreed to in writing by all parties to this Agreement.

Section 9 - Completion of Projects

A. The County and Municipalities acknowledge that the costs shown for each project described in Exhibit “A” are estimated amounts.

B. If a County project has been satisfactorily completed at a cost less than the estimated cost listed for that project in Exhibit “A,” the County may apply the remaining unexpended funds to any other County project in Exhibit “ A.”

C. If a project of any Municipality has been satisfactorily completed at a cost less than the estimated cost listed for that project in Exhibit “A,” the Municipality may apply the remaining unexpended funds to any other project included for that Municipality in Exhibit “A.”

D. The County and Municipalities agree that each approved SPLOST project associated with this Agreement shall be completed or substantially completed within five years after the termination of the SPLOST. Any SPLOST proceeds collected in any year in excess of the following:

Year 2023	$32,227,000
Year 2024	$33,290,000
Year 2025	$34,389,000
Year 2026	$35,524,000
Year 2027	$36,696,000
Year 2028	$37,907,000

shall be divided between the County and Municipalities proportionally, as indicated in Section 6, Paragraph B.

Section 10 - Certificate of Completion

Within thirty (30) days after the acquisition, construction or installation of a project of any Municipality listed in Exhibit “A” is completed, the Municipality owning the project shall file with the County a Certificate of Completion signed by the mayor or chief elected official of the respective Municipality, setting forth the date on which the project was completed, and the final cost of the project.

Section 11 - Expenses

The County shall administer the SPLOST Fund to effectuate the terms of this Agreement and shall be reimbursed for the actual costs of administration of the SPLOST Fund. Furthermore, the County and Municipalities shall be jointly responsible on a per capita basis for the cost of holding the SPLOST election. The County shall be reimbursed for the costs of the election from each of the municipalities at the following percentages of the total costs of the election:

Town of Brooks	0.476%
City of Fayetteville	15.904%
City of Peachtree City	32.086%
Town of Tyrone	6.425%

Section 12 - Audits

A. During the term of this Agreement, the distribution and use of all SPLOST proceeds deposited in the SPLOST Fund and each fund of the Municipalities shall be audited annually by an independent certified public accounting firm in accordance with O.C.G.A. § 48-8-121 (a) (2). The County and each Municipality receiving SPLOST proceeds shall be responsible for the cost of their respective audits. The County and the Municipalities agree to cooperate with the independent certified public accounting firm in any audit by providing all necessary information.

B. Each Municipality shall provide the County a copy of the audit of the distribution and use of the SPLOST proceeds by the Municipality.

Section 13 - Notices

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

For Fayette County:
County Manager
140 Stonewall Avenue West
Suite 100
Fayetteville, GA 30214

For the Town of Brooks:
Mayor, Town of Brooks
961 Highway 85 Connector
PO Box 96
Brooks, Georgia 30205

For the City of Fayetteville:
City Manager
City Hall
210 Stonewall Avenue West
Fayetteville, Georgia 30214

For the City of Peachtree City:
City Manager
151 Willowbend Road
Peachtree City, Georgia 30269

For the Town of Tyrone:
Town Manager
950 Senoia Road
Tyrone, Georgia 30290

Section 14 - Entire Agreement

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and the Municipalities with respect to distribution and use of the proceeds from the SPLOST. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to distribution and use of said SPLOST.

Section 15 - Amendments

This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the Municipalities.

Section 16 - Governing Law

This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.

Section 17 - Severability

Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

Section 18 - Compliance with Law

The County and the Municipalities shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.

Section 19 - No Consent to Breach

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

Section 20 - Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 21 - Mediation

The County and Municipalities agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.

IN WITNESS WHEREOF, the County and the Municipalities acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County and the Municipalities on the date indicated herein.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

FAYETTE COUNTY, GEORGIA

(SEAL)

By:______________________________
Lee Hearn, Chairman

ATTEST:

____
Tameca P. Smith, County Clerk

TOWN OF BROOKS, GEORGIA

(SEAL)

By:______________________________
Daniel C. Langford, Jr., Mayor

ATTEST:

____
Lorey Spohr, Town Clerk

CITY OF FAYETTEVILLE, GEORGIA

(SEAL)

By:______________________________
Edward Johnson, Mayor

ATTEST:

____
Valerie Glass, City Clerk

CITY OF PEACHTREE CITY, GEORGIA

(SEAL)

By:______________________________
Kim Learnard, Mayor

ATTEST:

____
Yasmin Julio, City Clerk

TOWN OF TYRONE, GEORGIA

(SEAL)

By:______________________________
Eric Dial, Mayor

ATTEST:

____
Dee Baker, Town Clerk

Exhibit "A"

The Projects shall consist of County Projects and City Projects. The County Projects, the City Projects, and their estimated costs are set forth below:

Fayette County Projects

Justice Center Renovation including 3rd Floor Buildout	
Justice Center Final Buildout	$14,500,000
Public Safety	
Fire/EMS Training Center Phase II	$ 2,000,000
Fire Quint Replacements – 2 Units	$ 3,250,000
Fire/EMS Heavy Rescue Equipment	$ 1,900,000
Fire/EMS Self-Contained Breathing Apparatus (SCBA) Replacement	$ 2,000,000
EMS Ambulance Replacement – 3 Units	$ 900,000
Backup 911 Center & Emergency Operations Center (EOC) (South Fayette)	$ 1,500,000
Sheriff Watch Office Reconfiguration & System-Wide Camera Upgrade	$ 1,300,000
Sheriff Tactical Driving Course & Mock Village	$ 2,500,000
Parks, Recreation & Human Services	
Parks & Recreational Multipurpose Facility	$14,000,000
Senior Services Enhancements – Transport Vehicles, Café & Meals on Wheels	$ 1,250,000
Starr's Mill Environmental Education Center & Public Restroom	$ 1,000,000
Animal Control Masterplan – Walking Trails and Livestock Building	$ 500,000
Stormwater Projects	
Category I – Flooding and Safety	$ 3,638,000
Category II – Stormwater Infrastructure Preservation	
Tier 1 – Immediate Attention	$17,990,900
Tier 2 – Needs Replacement Soon	$ 0

Exhibit "A" (Cont'd)

Transportation

Infrastructure Preservation and Improvements	$ 5,700,000
Corridor Improvements/New Road Construction/Capacity Projects	$ 4,000,000
Intersection Improvements	$11,400,000
Pedestrian, Bicycle, and Multi-Use Path Projects	$ 4,400,000
Planning Studies/Concept Reports	$ 1,000,000
Total	**$94,728,900**

Town of Brooks

Category I, Tier I:	Woods Road Culvert	$ 450,000
Category I, Tier I:	Brooks Road/Highway 85 Conn. Intersection Improvements	$ 450,000
Category I, Tier II:	BAR Upgrades/Aubrey Park	$ 25,000
Category I, Tier II:	Sidewalks and Stormwater Infrastructure	$ 150,000
Category II, Tier I:	Library Upgrades	$ 65,000
Category II, Tier II:	Road Resurfacing	$ 250,000
Category II, Tier II:	Cemetery Expansion, Front Lot Drive, Rear Lot Columbaria	$ 150,000
Category II, Tier II:	Market Hall Renovations	$ 110,000
Total		**$ 1,650,000**

City of Fayetteville

General Government

Debt Retirement	Retirement of Existing Debt	City Administration	$3,000,000
Technology	Technology Hardware and Software	Finance	$ 750,000

Exhibit "A" (Cont'd)

	Public Safety		
Vehicles	30 New Police Cars ($75K/Vehicle)	Police	$2,250,000
	Aerial Ladder Truck	Fire	$1,500,000
	Quick Response Vehicle	Fire	$ 200,000
Facilities	Expand/Enhance Public Safety Facilities	Police/Muni. Ct.	$4,500,000
Technology	Smart Cities Camera Technology	Police	$2,000,000
Equipment	Equipment	Fire	$ 300,000
Equipment	Equipment	Police	$ 380,000
	Transportation/Public Services		
Road Resurfacing	Milling, Patching, Etc. Approx. 21+ miles	Public Services	$6,000,000
New Road Constr.	Downtown Road Network	Public Services	$3,500,000
	First Manassas Road Connection	Public Services	$1,500,000
Sidewalk Improv.	New Sidewalks and Repairs	Public Services	$2,000,000
Building Renovation	Headquarters Renovation & Expansion	Public Services	$1,000,000
Gateway Signage	New Monument Signage – City Entry	Community Dev.	$ 500,000
	Parks and Recreation		
New Trails	New Multi-Use Trails	Community Dev.	$4,000,000
New/Expand. Parks	Land Acquisition, New Parks, Park Imp.	Public Services	$3,000,000
	Stormwater		
Stormwater	Prioritized Repairs – Stormwater Report		$4,000,000
Total			**$40,380,000**

Exhibit "A" (Cont'd)

City of Peachtree City

Project	Qty.	Total
Public Safety		
Fire		
Replace Reserve Engine – 2007/2008	2	$1,500,000
Purchase New Engine – Station 85	1	$ 750,000
Replace Reserve Medic 86 2013–2015 F450 (w/EKG and Lucas)	2	$ 900,000
Replace Quint 84 (2004) (2208)	1	$1,500,000
Replace Station 84 (100 kw) Generator	1	$ 100,000
Turnout Gear Washer and Dryer for Each Station	6	$ 84,000
Long Term EMS Equipment Replacement	Misc.	$ 70,000
Extrication Rams for Engines	7	$ 88,000
Digital Radios Replacement and Expansion	25	$ 170,000
Station 85 Construction – Southside	1	$2,500,000
Station 82 Construction – Eastside	1	$2,800,000
Police		
Transport Vehicle	1	$ 85,000
Pole Barn	1	$ 55,000
Evidence Storage Enhancements	1	$ 120,000
Pop-Up Security Trailer and Tower	1	$ 43,000
Real-Time Crime Workstation (Security Camera Feed Center)	1	$ 30,000
Digital Radios Replacement and Expansion	1	$ 140,000
SRT Vehicle	1	$ 350,000

Exhibit "A" (Cont'd)

K-9 Additions and Replacements	4	$ 120,000
UAV (Unmanned Aerial Vehicle) Replacement	1	$ 30,000
Portable Vehicle Lift	1	$ 10,000
Paths		
Path Construction (3 Miles per Year)	6	$3,445,000
Path Transition Reconstruction (Signage, Smooth Curbing Transition, Etc.) – Citizen Suggestion	1	$ 500,000
Replace Asphalt Spreader	1	$ 210,000
Replace 750 Dump Truck	1	$ 115,000
Replace Skid Steer	1	$ 75,000
Robotic Slope Mower	1	$ 95,000
Safety and Traffic Flow Improvements for Corrugated Metal Path Tunnels	1	$3,500,000
Path Tunnel and Bridge Maintenance	6	$ 875,000
Grade Separated Crossing to Connect Booth Middle and McIntosh High	1	$4,000,000
Roads		
Street Resurfacing Program (8 Miles per Year)	6	$30,000,000
New Village Signage	18	$ 180,000
Replace Street Sweeper	1	$ 190,000
Intersection Improvements at Peachtree Pkwy & Robinson Rd.	1	$2,280,600
Recreation		
Drake Field Restrooms	1	$ 500,000
Community Garden Site Redevelopments – 110 Kelly Drive	1	$1,000,000
Playground Equipment Replacement & Expansion – Citywide	6	$1,200,000

Exhibit "A" (Cont'd)

New Pickleball Courts with Lights and Restrooms	12	$ 770,000
Additional Street Resurfacing	1	$5,000,000
Additional Path Construction	1	$2,000,000
Total		**$67,380,000**

Town of Tyrone

Roads	$2,500,000
Town-Wide Asphalt Resurfacing	
Right-of-Way Clearing	
Palmetto Senoia Intersection Improvements	
Multi-Use Paths	$2,000,000
Sandy Creek High School Multi-Use Path	
Dogwood Railroad Multi-Use Path Crossing	
Laurelwood Connector	
Tullamore – Greencastle Connector	
Castlewood Multi-Use Path Improvements	
East Crestwood Road Path	
Downtown Improvements	$2,500,000
Signage – Building and Parks	
Senoia Road Streetscaping – Lighting, trees, beautification, traffic calming, on-street parking, Multi-use trail expansion, etc.	
Commerce Drive Streetscaping	
Underground Utilities	
Crosswalk Improvements	
Curb and Gutter Improvements	

Exhibit "A" (Cont'd)

Parking Expansion – Downtown	
Leisure Services	$2,500,000
Shamrock Park – Landscaping, hardscaping, lighting, and electrical improvements	
Shamrock – Multi-use Stage and Market Place	
Shamrock – Parking Expansion & Improvements	
Library-Rec Exterior Spaces Improvements	
Museum Facility Improvements	
Redwine Park Improvements	
Veterans Park Improvements	
Handley Park Improvements	
Fabon Brown Park Improvements	
Stormwater	$2,000,000
Dam Improvements	
Infrastructure Improvements	
Sewer	$1,500,000
Capacity	
Infrastructure	
Administration	$ 492,500
Public Works Dump Truck	
Bucket Truck	
Public Works Work Truck	
Police Department Patrol Cars	
Police and Public Works Radios and Equipment	

Exhibit "A" (Cont'd)

Total	**$13,492,500**