

CITY COUNCIL MEMBERS

Vanessa Fleisch, Mayor
Mike King, Mayor Pro-tem
Phil Prebor – Post 1
Kim Learnard – Post 3
Terry Ernst – Post 4

City Council of Peachtree City

Agenda

December 1, 2016

7:00 p.m.

- I. Call to Order
- II. Pledge of Allegiance
- III. Announcements, Awards, Special Recognition
Recognize Employee of the Month – Tim Maret, Code Enforcement
- IV. Public Comment
- V. Agenda Changes
- VI. Minutes
November 17, 2016, Regular Meeting Minutes
- VII. Consent Agenda
 - 1. Consider Acceptance of Donation from SAFEbuilt
 - 2. Consider Bid for Microsoft Office
 - 3. Consider FY 2016 Budget Amendment
 - 4. Consider FY 2017 Budget Amendment
 - 5. Consider Appointments to WASA (*Interviews scheduled November 28; memo next week*)
- VIII. Old Agenda Items
- IX. New Agenda Items
 - 12-16-01 Discuss Impact Fee Methodology Report (Jon Rorie, Bill Ross)
 - 12-16-02 Public Hearing – Variance Request, Side Setback, 115 Planterra Way (Mike Warrix)
 - 12-16-03 Public Hearing – Consider Variance Request, Stormwater Requirements, Wilksmoor Village (Dave Borkowski)
The items in blue are related and links to the State Stormwater Management Manual and a presentation on the changes can be found on the web agenda:
 - 12-16-04 Consider Amendment to Land Development Ordinance - Article X, Section 1011, Stormwater Management for New Development and Redevelopment (Dave Borkowski)
 - 12-16-05 Consider Amendment to Land Development Ordinance – Article VIII, Requirements for Streets and other Rights-of-Way (Dave Borkowski)
 - 12-16-06 Consider Adoption of Local Design Manual (Stormwater Management) (Dave Borkowski)
 - 12-16-07 Consider Resolution Accepting Capital Equipment Lease Proposal (Banc of America) (Paul Salvatore)
 - 12-16-08 Consider Intergovernmental Agreement – 2017 SPLOST (Jon Rorie)
 - 12-16-09 Consider Performance Incentive Pay (Jon Rorie)
- X. Council/Staff Topics
- XI. Executive Session
- XII. Adjourn

City Council of Peachtree City
Meeting Minutes
November 11, 2016
7:00 p.m.

The Peachtree City Mayor and Council met in regular session on Thursday, November 3, 2016, at City Hall. Mayor Vanessa Fleisch called the meeting to order at 7:00 p.m. Others attending: Terry Ernst, Mike King, Kim Learnard, and Phil Prebor.

Announcements, Awards, Special Recognition

Mayor Fleisch proclaimed November 26 as Small Business Saturday in Peachtree City. Fayette County Chamber of Commerce President Carlotta Ungaro accepted the proclamation. Kristian Baena with Southern Ground presented the City with an original mural that would be displayed in the City Hall lobby. The mural commemorated the 15th anniversary of 9/11 and incorporated the patches of the City's Fire and Police Departments, as well as scenes from around the City. Copies of the mural would be provided for display at the Fire and Police stations. The graduates of the most recent Citizens Police Academy and the Community Emergency Response Team (CERT) training were also recognized.

Minutes

November 3, 2016, Regular Meeting Minutes

King moved to approve the November 3, 2016, regular meeting minutes. Learnard seconded. Motion carried 4-0-1 (Fleisch).

Monthly Reports

There were no comments regarding the Monthly Reports.

Consent Agenda

1. Consider Extension of Agreement with Shumate Mechanical Systems
 2. ~~Consider FY 2016 Budget Amendment (staff moved to December 1)~~
 3. ~~Consider FY 2017 Budget Amendment (staff moved to December 1)~~
 4. Consider Authorization to Surplus Used Phones & Thin Clients (Revised Memo)
 5. Consider Renewal of Insurance Brokerage Services
 6. Consider Reclassification of Position – Facilities Coordinator, Recreation & Special Events
 7. Consider Elimination/Replacement of Positions – Administrative Coordinator, Fire Department
- Consent Agenda items 2 and 3 were removed from the agenda and placed on the December 1 agenda by staff. Ernst moved to approve Consent Agenda items 1, 4, 5, 6, and 7. Prebor seconded. Motion carried unanimously.

New Agenda Items

11-16-05 Public Hearing – Consider Adoption of Resolution Authorizing Transmittal of Draft Capital Improvements Element to the Atlanta Regional Commission for Review

Staff asked that the public hearing be continued to January 5, 2017, after the presentation on the Impact Fee Methodology Report scheduled for the December 1, 2016, meeting. Learnard moved that the public hearing on the transmittal resolution for the Capital Improvements Element to the Atlanta Regional Commission be continued until January 5. Ernst seconded. Motion carried unanimously.

11-16-06 Consider Development Agreement with Pulte Homes Corporation (former John Wieland Homes & Neighborhoods tract in Wilksmoor)

Planning & Development Director Mike Warrix addressed Council, clarifying that the agreement was for the Everton neighborhood. He continued that staff recommended approval of the agreement. The property had been annexed and rezoned by Council in 2007, and the execution of the development agreement between the applicant and the City had been a

condition of the annexation and rezoning. Everton included 379 acres and had been approved for 475 single-family homes.

Warrix continued that two other primary components of the development agreement included the completion of the MacDuff Parkway extension (which was essentially completed to the railroad tracks) and the dedication of at least three acres of land for a fire station. The development had been occurring according to the conditions of the 2007 annexation and rezoning, Warrix said. He said approval of the agreement was housekeeping, and that execution of the agreement had been delayed for various reasons over the years.

Learnard asked if the agreement had been delayed or overlooked. Warrix said he was not working for the City at that time, but he understood there was litigation concerning the annexation and rezoning, then the recession came into play in 2008. Rorie added that the location of the fire station and the dedication of the land had also played a part.

City Attorney Ted Meeker added that while the litigation was pending the developer had been reluctant to finalize the agreement pending the decision of the court since the agreement might have been of no consequence.

King moved to approve the New Agenda Item 11-16-06, the development agreement with Pulte Homes Corporation (former John Wieland Homes & Neighborhoods tract in Wilksmoor). Ernst seconded. Motion carried unanimously.

11-16-07 Consider Bid for Ford Interceptors

Police Chief Janet Moon asked Council to approve the bid of \$118,616 from Alan Vigil Ford – Morrow for four interceptor police vehicles. Numerous bids were sent out, and three came back.

Ernst moved to approve New Agenda Item 11-16-07 the bid for Ford Interceptors for the amount stated by Chief Moon. King seconded. Motion carried unanimously.

11-16-08 Consider Purchase of Police Department Smart Car (Forfeiture Funds)

Moon asked Council to approve the purchase of a 2014 Smart Fortwo Passion Car from the City of Norcross, saying it was a good option for the path system, especially when an officer also needed to use the streets. She continued that the City's ordinance governing authorized multi-use path users allowed emergency and authorized maintenance vehicles. She specifically noted the Department was not advocating the use of a Smart Car on the path system by residents.

Golf carts varied in size depending on the make and model, Moon said. The length varied from 91 inches to 144 inches, the width ranged from 44 inches to 54 inches, and height was anywhere from 67.5 inches to 77 inches. The Smart Car was 106 inches long, 61 inches wide, and 61 inches in height. Moon said the car was a bit wider, but compared favorably to a golf cart.

The Smart Car would allow increased patrols on the path system during extreme or inclement weather and would allow an officer to go from path patrol to road patrol, if and when needed. It would also allow for quicker, more direct routes to emergencies on the path system.

Moon said Norcross was asking \$8,000 for the vehicle, which only had 1,200 miles on it and included emergency lighting. An additional \$700 would be needed to add the graphics and siren. Moon said state forfeiture funds would be utilized for the purchase.

Prebor moved to approve New Agenda Item 11-16-08, purchase of Police Department Smart Car (Forfeiture Funds). Ernst seconded. Motion carried unanimously.

11-16-09 Presentation/Consideration of Private Fundraising Proposal for Police K-9

Moon gave a brief update of the Department's K-9 program, noting it had been reinstated in late 2008 with a donation from Panasonic to pay for the animal. Dr. Vince Obstinik with the Animal Medical Clinic voluntarily funded the veterinary services at no expense to the City. In May 2009, Cpl. Andy Johnson and K-9 Maik, the first K-9 team, became certified and went into operation. Maik served the City from May 2009 through August 2016, recently retiring. Currently, the Police Department had one active K-9 team, Cpl. Justin Mobley and K-9 Midas. All the food had been donated by Purina.

K-9 team duties included traffic enforcement, drug crime and investigation, collision investigation, priority calls (alarms, burglary, robbery, etc.), tracking (suspects and missing persons), building clearing, drug searches, apprehension (use of force and show of force), article searches, and locker searches.

K-9 Maik's history included 545 drug searches, 117 drug arrests, 42 person searches, and five apprehensions. Maik took first place honors in the Mantracker Top Dog competition in 2011, 2013, and 2015. In 2014, Maik took second place honors.

There were numerous benefits to having K-9 teams, Moon said, adding that just the presence of a K-9 could change behavior in suspects. A K-9 could safely search spaces that presented a tactical disadvantage, such as attics, where doing so presented a high officer safety risk. A K-9 was a legal search option to quickly detect the presence of drugs in a vehicle when the driver refused consent to search. They could more safely and quickly search large structures for suspects that might be hiding and posed a threat to officers. K-9s could cover more ground on perimeter security in case a suspect took flight. The dog could outrun a suspect on foot and was a use of force that could be recalled before engaging. Officer-involved foot pursuits could and had led to some of the Department's most serious line-of-duty injuries.

The cost of a full service K-9 was \$17,000, and included the animal, eight weeks of training for both the handler and the dog, and housing during training, Moon said. A replacement for Maik was not included in the FY 2017 budget, and it would be 2018 before funding would be included in the budget. Moon said a group of citizens had asked her if they could raise the money needed for another K-9 team. Moon asked Council to consider the request.

Pam Kemp, a member of the citizen group along with Mari McCoy, Lynn Lasher, and Linda Flowers, asked Council to authorize the fundraising. They planned to put together a "gofundme" page and to reach out to the citizens to help raise the money.

Learnard noted the \$17,000 was just the upfront costs, asking what the ongoing cost would be. Moon said the Department already had the Chevy Tahoe outfitted for a K-9, as well as the body armor and other equipment. The food and veterinary services were donated. The only extra expense would be for a housing structure for the dog, which would be minimal.

Ernst asked how the handler would be selected. Moon said the handler would be selected through an interview process. Officers would bid for the position.

Ernst moved to approve New Agenda Item 11-16-09, authorization of private fundraising proposal for Police K-9. Learnard seconded. Motion carried unanimously.

11-16-10 Consider Brand Name for 2017 Concert Series (Sound & Lights) – The Show Business
Financial Services Director Paul Salvatore explained that The Show Business had provided sound and lights at The Fred since 1997, asking that the company continue to provide services through FY 2017 as a brand name provider. He noted that Matt Russom of The Show Business was at the meeting.

In addition, Salvatore said there would be an anticipated staff vacancy in March, and additional duties would be needed. He asked that Council also consider having The Show Business perform those duties during the concert season. The duties included transportation for talent, picking up items in the contract riders, overseeing the box office, operations, and concessions, and more. Staff had negotiated \$2,400 per month to provide those services through September 30, 2017, approximately \$16,800. The salary vacancy would help provide some of the funds.

Staff was going through the Requests for Proposal process now and would evaluate the options for The Fred and whether to fully or partially outsource the management or to hire another manager. Using The Show Business was a temporary stop-gap measure for the 2017 season. The concerts should all be booked by March.

Learnard moved to approve the brand name request for The Show Business as presented. Ernst seconded. Motion carried unanimously.

Council/Staff Topics

Public Information Officer/City Clerk Betsy Tyler said that both the Fayette County Water System and the Peachtree City Water & Sewerage Authority had notified her that day that the Environmental Protection Division (EPD) had placed most of North Georgia, including all the metro Atlanta area, at a Level 2 Drought Response, which would impact the City's operations and the residents. It reduced the number of days for outdoor watering to two days a week on an odd/even basis. Even-numbered addresses could water on Wednesday and Saturday, and odd-numbered addresses would be able to water on Thursday and Sunday. The hours watering would be allowed was 4:00 p.m. – 10:00 a.m. Additional restrictions included no water use for ornamental fountains and non-commercial pressure washing and car washing. Fire hydrant use was also limited. Tyler said she would send out an UPDATES the next day with information on the new restrictions in effect.

Two ordinance amendments would be on the December 1 Council agenda, Tyler continued. Both were housekeeping items for sections of the Land Development Ordinance – the streets and rights-of-way design standards and the stormwater management new development section. The amendments would adopt the new state requirements and change references to models and attachments in the local design manual for stormwater. Staff would also bring forward the local design manual on the same agenda. Tyler said she would have the amendments on the City's website the next day, as well as include the information in the UPDATES so people would be aware of the proposed changes.

City Engineer Dave Borkowski said the biggest change in the state standards was the concept of infiltration for stormwater runoff, which was a new state requirement for stormwater runoff. The new standard would require the first inch of rainfall runoff be captured and be put into the groundwater. Borkowski said that would mimic how Florida did things. Currently, stormwater runoff was captured on site, stored, and released through a device, such as a pond, that filtered the runoff.

Rorie asked if the changes could have been adopted earlier in the year. Borkowski said it could have been, but staff had needed time to look at the changes and determine how the new

state requirements would affect the City. The City had the local manual in addition to the state standards, which required staff study and training. The City's stormwater permit required adoption by 2017.

Rorie reported that the bridge over the railroad for MacDuff Parkway had been approved. There had been a delay, and the railroad worked at its own speed. The developer now had permission to build the bridge. He said he had asked how the timeline for construction would be affected, and was told it would put the developer a little behind. The completion of the project could be put off until August/September 2017. The builders were making significant progress.

Learnard asked why getting permission to build the bridge had caused the delay. Rorie said the developer had to have permission to actually build the bridge. There was no permit, just permission. The developer then had to hire a CSX flagman, who would be on site during all construction and notify the workers a train was coming. Everything would have to move off the track until the train came through. The stop and go process would be cumbersome, Rorie said, but was similar to what the City had to do when working in Georgia Department of Transportation (GDOT) rights-of-way. Ernst said he understood the developer was also subject to the availability of a flagman. Rorie said that was correct, adding it took three to four weeks to schedule a flagman.

Rorie continued that there was rarely instant gratification on many of the projects in the City, but that day had been a rewards day, and he credited the cart path and landscape crews for providing it. He had been out in the City following up on a couple of projects – the landscaping at Prime Point and the path realignment at the McDonald's tunnel under SR 54. The crews were coming out of their busy cycles and were now working on other projects. Rorie said he was quite proud of the work done by the crews in the execution of these two projects. He just said there were problems, and the crews had identified the solution and put the action plans together. Fleisch added those crews were also putting up the Christmas lights.

Executive Session

Learnard moved to convene in executive session to discuss real estate, personnel, and threatened or pending litigation at 7:42 p.m. Ernst seconded. Motion carried unanimously.

Learnard moved to reconvene in regular session at 8:43 p.m. King seconded. Motion carried unanimously.

There being no further business to discuss, King moved to adjourn the meeting. Learnard seconded. Motion carried unanimously and the meeting adjourned at 8:44 p.m.

Pamela Dufresne, Deputy City Clerk

Vanessa Fleisch, Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jonathan Rorie, City Manager 

FROM: Ellece Brown, Director, Human Resources & Risk Management 

DATE: November 14, 2016

SUBJECT: Acceptance of Donation from SAFEbuilt
December 1, 2016, City Council Meeting

Recommendation

That Council approves the acceptance of a donation in the amount of \$2800 from SAFEbuilt in Tyrone, Georgia.

Discussion

SAFEbuilt contacted the Human Resources Department in 2014 and expressed the desire to make a donation to support an employee activity/event. SAFEbuilt is continuing to show their appreciation for the hard work and dedication of City employees by sponsoring this year's Employee Christmas and Awards Luncheon as well.

Budget Impact

Since the Annual Employee Christmas and Awards Luncheon is a budgeted item in the 2017 Budget, the impact of this donation is a savings of \$2800 to the General Fund.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: Jonathan N. Rorie, City Manager 
Paul J. Salvatore, Financial Services Director 
Angela R. Egan, Purchasing Agent

FROM: Philip Abbott, IT Manager

DATE: November 14, 2016

SUBJECT: Microsoft Office 2016 license Purchase
December 1, 2016, City Council Meeting

Recommendation:

Staff recommends the purchase of 300 licenses for Microsoft Office Standard 2016 and 30 licenses for Microsoft Office Professional Plus 2016 from CDW-G for the not-to-exceed price of \$84,607.80.

Discussion:

Staff issued an invitation to bid for the license purchase. Bid results are as follows:

BIDDER NAME	STANDARD	STANDARD EXTENDED	PRO	PRO EXTENDED	TOTAL
State Contract - CDW-G	\$248.31	\$74,493.00	\$337.16	\$10,114.80	\$84,607.80
SDF Professional Computers, Inc.	\$251.00	\$75,300.00	\$344.00	\$10,320.00	\$85,620.00
Arlington Computer Products	\$254.00	\$76,200.00	\$345.00	\$10,350.00	\$86,550.00
Saitech, Inc.	\$253.98	\$76,194.00	\$345.80	\$10,374.00	\$86,568.00
DBISP, LLC	\$265.24	\$79,572.00	\$362.06	\$10,861.80	\$90,433.80
Howard Technology	\$276.00	\$82,800.00	\$376.00	\$11,280.00	\$94,080.00
CentricsIT	\$349.00	\$104,700.00	\$479.00	\$14,370.00	\$119,070.00

This upgrade to Office 2016 is required as staff is currently using Office 2010. The Office 2010 version is 6 years old and exposes the city to increased security vulnerabilities. The Office 2010 product is also end-of-life and support with Microsoft.

Budget Impact:

Sufficient funds were budgeted in the 2017 CIP fund 337-1535-542051-CIP-170000013.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Jonathan Rorie, City Manager 

FROM: Paul J. Salvatore, Financial Services Director
Kelly Bush, Assistant Finance Director 

DATE: November 15, 2016

SUBJECT: Budget Amendments – Fiscal Year 2016
December 1, 2016 City Council Consent Agenda

Recommendation:

It is Staff's recommendation that City Council approve the attached budget amendments to amend the 2016 budget resolution.

Discussion:

Attached please find a budget amendment for fiscal year 2016 submitted for your approval. This budget amendment 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, 2016.

Budget Impact:

The proposed budget amendments reallocate expense budgets between departments in the General Fund and increase the Revenue and Expense budgets in the Hotel Motel Fund by \$37,044 and in the Keep Peachtree Beautiful Fund by \$2,500.

If you have any questions, please do not hesitate to contact either Paul Salvatore or Kelly Bush.

Thank you for your attention to this matter.

Attachments

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

16-xxx

09/30/2016

[illegible]

Explanation:
To amend 2016 budget for General Fund at fiscal year end (housekeeping).

Explanation:
To amend 2016 budget for General Fund at fiscal year end (housekeeping).

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 16-xxx

DATE 09/30/2016

ACCOUNT	PROJECT	DESCRIPTION	INCREASE	DECREASE
275-0000-314100	xxx	Hotel/Motel Tax	37,044	
275-1505-572016	xxx	Payment to CVB	18,522	
275-1505-611100	xxx	Operating Transfer to Gen. Fund	18,522	
265-0000-311790		Franchise Tax - Waste Haulers	2,500	
265-6190-572001		Payment to KPTCB	2,500	

To amend 2016
budget for Hotel/Motel Fund and KPYCB Fund to actual at fiscal year end (housekeeping).

ENTERED

APPROVED

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Jon Rorie, City Manager 

FROM: Paul J. Salvatore, Financial Services Director *PS*
Kelly Bush, Assistant Finance Director *KB*

DATE: November 10, 2016

SUBJECT: Budget Amendments – Fiscal Year 2017

December 1, 2016 City Council Consent Agenda

Recommendation:

It is Staff's recommendation that City Council approve the attached budget amendments to amend the 2017 budget resolution.

Discussion:

Attached please find budget amendments 17-002, 17-003, 17-004, and 17-005 for fiscal year 2017 submitted for your approval. Budget amendments 17-002 is housekeeping in nature and reflects the September 30, 2016 balance in each of these Special Revenue Funds brought forward to fiscal year 2017. This is done annually in lieu of trying to project the Special Revenue Funds budget balances during the budget process. Budget amendment 17-003 requests the carryover of 2016 funds for 1) Recreation – TPD funds budgeted in fiscal year 2016 for scoreboards that were built to order but not received until after September 30, 2016; 2) City Clerk – Technical Services for golf cart registration software budgeted in last part of fiscal year 2016 but not complete until October; 3) Information Technology – Education and Training for multi-year training which will not complete until fiscal year 2017; 4) Planning and Development – Professional Services for Impact Fee Methodology consultant contract for services which are still ongoing; and 5) Public Works – Street Resurfacing funds for the Blount Construction contract which was budgeted in fiscal year 2016 but will not be complete until fiscal year 2017. Budget amendments 17-004 and 17-005 are to increase both the revenue and expenditure budget for reimbursements.

Budget Impact:

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

If you have any questions, please do not hesitate to contact either Paul Salvatore or Kelly Bush.

Thank you for your attention to this matter.

Attachments

CITY OF PEACHTREE CITY

BUDGET AMENDMENTS - FISCAL YEAR 2017

November 17, 2016

General Fund	Increase both revenues and expenditures by \$1,207,712 for carry forward
General Fund	Increase both revenues and expenditures by \$43,463 for reimbursements
Neighborhood Parks Fund	Increase both revenues and expenditures by \$8327
DARE Program Fund	Increase both revenues and expenditures by \$1,997
State Seizures Fund	Increase both revenues and expenditures by \$67,961
HAZMAT Fund	Increase both revenues and expenditures by \$315
PD Tuition Fund	Increase both revenues and expenditures by \$4296
Youth Council Fund	Increase both revenues and expenditures by \$502
Public Safety Grant Fund	Increase both revenues and expenditures by \$3,038
CERT Grant/Donation Fund	Increase both revenues and expenditures by \$1,520
Police Donation Fund	Increase both revenues and expenditures by \$3,587
Explorer Troop Fund	Increase both revenues and expenditures by \$1,253
Federal Seizures Fund	Increase both revenues and expenditures by \$34,170

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 17-002

DATE 10/1/2016

ACCOUNT	PROJECT	DESCRIPTION	INCREASE	DECREASE
200-1310-521200		Operating Supplies - Neighborhood Parks	7,439	
200-6220-531175		Operating Supplies - Neighborhood Parks	6	
200-6510-531180		Computer supplies - Library	882	
200-0000-389025		Surplus Carryover - Neighborhood Parks	8,327	
202-3210-531175		Operating Supplies - DARE	1,997	
202-0000-389025		Surplus Carryover - DARE	1,997	
203-3210-531175		Operating Supplies - State Seizures	67,961	
203-0000-389025		Surplus Carryover - State Seizures	67,961	
204-3510-531175		Operating Supplies - HAZMAT	315	
204-0000-389025		Surplus Carryover - HAZMAT	315	
206-3210-512500		Tuition Reimbursement - PD Tuition Fund	4,296	
206-0000-389025		Surplus Carryover - PD Tuition Fund	4,296	
207-6110-531175		Operating Supplies - Youth Council	502	
207-0000-389025		Surplus Carryover - Youth Council	502	
208-3210-531175		Operating Supplies - Public Safety Grants	3,038	
208-0000-389025		Surplus Carryover - Public Safety Grants	3,038	
209-3210-531175		Operating Supplies - CERT	1,520	
209-0000-389025		Surplus Carryover - CERT	1,520	
210-3210-531175		Operating Supplies - PD Donations	3,587	
210-0000-389025		Surplus Carryover - PD Donations	3,587	
211-3210-523700		Education & Training - Explorer Fund	1,253	
211-0000-389025		Surplus Carryover - Explorer Fund	1,253	
212-3210-531175		Operating Supplies - Federal Seizures	34,170	
212-0000-389025		Surplus Carryover - Federal Seizures	34,170	

To establish 2017 budget for unbudgeted Special Revenue Funds based on 9/30/2016 fund balances.

Entered

Approved

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 17-03

DATE 10/1/2017

[illegible]

To carryover funds from fiscal year 2016 that were budgeted and goods or services ordered by 9/30/2016 but due to unforeseen circumstances, these goods and services could not be delivered by 9/30/2016. These funds are for scoreboards, training certification, golf cart registration software, impact fee methodology consultant, and street resurfacing

Entered _____

Approved _____

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

17-004

12/01/2016

[illegible]

Budget Amendment To amend FY17 Budget Resolution for reimbursement from time and attendance software Executime to be spent on training for BS&A time and attendace software, along with training on the Building Module / Engineering - Permiting

To amend FY17 Budget Resolution for reimbursement from time and attendance software Executime to be spent on training for BS&A time and attendance software, along with training on the Building Module / Engineering - Permitting

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 17-005

DATE 12/01/2016

[illegible]

Budget Amendment
To amend FY17 Budget Resolution for repairs to damaged tunnel reimbursed through insurance

To amend FY17 Budget Resolution for repairs to damaged tunnel reimbursed through insurance

Entered _____

Approved _____

STAFF REPORT

CITY COUNCIL

TO: Mayor and City Council

VIA: Jonathan N. Rorie, City Manager

FROM: Michael Warrix, AICP
Planning and Development Director

DATE: November 23, 2016

SUBJECT: Public Hearing: Consider Variance Request, R-12 Zoning Side Setback Requirement, 115 Planterra Way
December 1, 2016 City Council Meeting

Case Number:	PV16-0019
Request:	Variance from Section 1001.4 (h), Zoning Ordinance
Property Location:	115 Planterra Way, Lot 148 Planterra Ridge Phase 3A
Current Zoning:	R-12, One Family Residential
Parcel Size:	0.473 Acres
Property Owner:	Douglas Thompson
Applicant:	Douglas Thompson

Request

The Applicant is requesting relief in the form of a variance from the side setback requirement [Section 1001.4(h)] of the R-12, One-Family Residential zoning district which requires a minimum side building setback of 10 feet. The Applicant proposes to construct a 300 square foot single story addition on the rear of the home, encroaching into the side setback by approximately four (4) feet. The existing home is in compliance with all applicable R-12 setbacks.

As part of the application, the Applicant has included a justification narrative, site plans/ plat showing the proposed improvement in relation to the side property line, building elevations, letters from adjacent property owners, and related photographs.

Subject Property

The subject property is generally flat to gently sloping and pie-shaped. The existing two-story home was not centered on the lot when constructed, but rather located closer to the northern side property line. This is also the side of the proposed setback encroachment. According to the survey, the current back corner of the existing home is located 13 feet from the side lot line. As proposed, the back corner of the new addition would be located approximately six (6) feet from the side property line.

Variance Consideration

In accordance with Section 1202 of the Zoning Ordinance, variances shall only be granted upon showing that:

115 Planterra Way, Planterra Ridge

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

Variance Criteria

Section 1207 of the Peachtree City Zoning Ordinance states:

In reviewing a request for a variance, the City Council shall not grant the request unless all of the following findings can be made:

- (a) *There are special circumstances applicable to the property, including location, shape, size, surroundings, or topography so that the strict application of this ordinance denies the property of privileges enjoyed by other property in the vicinity and under identical zoning district classification;*

Staff Comment: Other than the orientation of the existing home on the property, no special circumstances are applicable to the property. Due to the orientation of the existing home on the lot, it would not be possible to construct the proposed addition without encroaching into the side setback.

- (b) *The strict or literal interpretation and application of this ordinance would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the Zoning Ordinance, or would deprive the Applicant of privileges granted to others in similar circumstances;*

Staff Comment: No evidence of practical difficulties or unnecessary hardship was presented as part of the application. A strict or literal application of the ordinance would, however, prevent the Applicant from improving the property as proposed.

- (c) *There are exceptional or extraordinary circumstances or conditions applicable to the property involved or the intended development of the property which preclude the applicant from complying with this ordinance and that do not apply generally to other property in the same zoning district and which prevent the applicant from complying with existing regulations;*

Staff Comment: Other than the orientation of the original structure on the lot, no exceptional or extraordinary circumstances exist on the property.

- (d) *The granting of such variance will not constitute the granting of special privileges inconsistent with the limitations on other property in the same zoning district;*

Staff Comment: No evidence was presented as part of the application that would show that granting of a variance in this case would not constitute a special privilege. The subject lot is one of the larger lots within this phase of Planterra Ridge. However, the orientation of the existing home prevents construction of the proposed addition without the granting of a variance.

- (e) *The granting of such variance will not be materially detrimental to the public health, safety, or general welfare nor injurious to property or improvements in the zone or neighborhood in which the property is located; and*

Staff Comment: Granting of a variance in this case would not be detrimental to public health, safety, or general welfare. The applicant has the support of adjoining property owners that would be most impacted should the addition be constructed as proposed.

- (f) *The granting of such variance will not create inconsistencies with any objective of the Comprehensive Plan.*

Staff Comment: Granting of the variance would not create any significant inconsistencies with the Comprehensive Plan, which encourages the protection of the character of existing neighborhoods as well as the redevelopment and reinvestment within neighborhoods.

Recommendation

Should Council choose to approve the variance request, staff recommends the following understandings and conditions:

1. The variance shall be limited to an encroachment of no more than four (4) feet into the side building setback as shown on the site plan submitted by the Applicant. There shall be no other encroachments permitted without first securing additional variances.
2. Following completion of construction and prior to issuance of the Certificate of Occupancy, the Applicant shall provide a Foundation Survey to the Building Official that identifies the location of new construction. The purpose of this survey is to ensure the new construction does not encroach any further into the side setback than permitted by this variance.

ATTACHMENTS



Please use blue or black ink to fill out this form.

VARIANCE APPLICATION
153 Willowbend Rd, Peachtree City, GA 30269
P: 770-487-5731 F: 770-631-2552
WWW.PEACHTREE-CITY.ORG

Admin. Variance Fee: \$25.00
Variance Fee: \$250.00

Receipt # 21478

Date Filed 10/20/2016

Case # 2016-0019

Office Use Only

VARIANCE LOCATION	Street Address <u>115 PLANTERRA WAY</u> <u>PTC GA 30269</u>	PROPERTY OWNER	Name <u>DOUGLAS THOMPSON</u>
	Zoning District: ☒ Residential ☐ Multi-Family ☐ Commercial/Industrial/Office		Phone <u>404 723-7768</u>
VARIANCE TYPE	Variance Type: ☒ Administrative ☐ Special Exception ☐ Variance (check one below)	PROPERTY INFO	Subdivision: <u>Planterra Ridge</u>
	Variance from which ordinance: ☐ Sign ☐ Fence ☐ Land Development ☒ Zoning		Phase: <u>3A</u> Lot # <u>148</u>
APPLICANT	Name <u>DOUGLAS THOMPSON</u>	SUPPORTING DOCUMENTS	Please submit the following evidentiary items in support of this application and the requested variances. (Please check off the items that are attached to this application) ☒ Site plan (with property lines and proposed work) ☒ A detailed report justifying the requested variance ☒ Letters of support from adjacent property owners ☒ Digital Photographs \ Renderings (CD or Email) ☐ Other Items Demonstrating Need (topo. Survey, etc)
	Address <u>115 PLANTERRA WAY</u> City, State, Zip <u>PTC GA 30269</u> Phone # <u>404 723-7768</u> Email <u>ThompsonThompson@gmail.com</u>		

SPECIAL EXCEPTION	1.) Is a current survey included with the application? ☒ Yes ☐ No	Briefly describe why this variance is being requested: (A separate detailed report is still required to be attached to this application) <u>PLEASE SEE ATTACHED SHEET</u>
	2.) Does the application pertain to a zoning setback? ☐ Yes ☒ No	
VARIANCE	3.) Is the violation an existing setback violation? ☐ Yes ☒ No	4.) How long has the violation existed? ____ Years ____ Feet ____ Feet
	5.) What is the required setback?	
SPECIAL EXCEPTION	6.) How much of a variance is being requested?	7.) Were you the owner of the property when the violation occurred? (If not, who was?) ☐ Yes ☐ No
	8.) How much of a variance is being requested?	

SPECIAL EXCEPTION	1.) Is a current survey included with the application? ☐ Yes ☐ No	Briefly describe why this variance is being requested: (A separate detailed report is still required to be attached to this application)
	2.) Has property been rezoned or deed restrictions? ☐ Yes ☐ No	
VARIANCE	3.) Is the violation an existing setback violation? ☐ Yes ☐ No	4.) Application for a bldg setback, fence, or parking? (Circle One)
	5.) What is the required setback, height, or spaces?	
SPECIAL EXCEPTION	6.) How much of a variance is being requested?	7.) Were you the owner of the property when the violation occurred? (If not, who was?) ☐ Yes ☐ No
	8.) How much of a variance is being requested?	

VARIANCE	Please review the ordinances and instructions on the back of this page.	Briefly describe why this variance is being requested: (A separate detailed report is still required to be attached to this application)
	1.) Is a current survey included with the application? ☒ Yes ☐ No	
SPECIAL EXCEPTION	2.) How much of a variance is being requested? <u>4</u> Feet	3.) Were you the owner of the property when the violation occurred? (If not, who was?) ☐ Yes ☐ No
	4.) Application for a bldg setback, fence, or parking? (Circle One)	
VARIANCE	5.) What is the required setback, height, or spaces?	6.) How much of a variance is being requested?
	7.) Were you the owner of the property when the violation occurred? (If not, who was?) ☐ Yes ☐ No	

I hereby certify that I am the owner of the property on which a variance is being requested and that all information provided as a part of this application is true and correct.

Signature of Owner/Agent: [Signature] Date 10-17-16

OFFICE ONLY

Signature: _____	Date of Acceptance: _____	Date of Hearing: _____	☐ Approved ☐ Denied
			☐ Approved with Conditions

SPECIAL EXCEPTIONS & VARIANCE FROM ORDINANCES	This application, along with the required fee and all necessary supplemental documents, has been properly submitted and is hereby accepted for consideration by the City Council at a public hearing in the City Council Chambers at 7:00 PM on the date shown below:
Signature: <u>[Signature]</u>	Date of Acceptance: <u>10/22/2016</u> Date of Public Hearing: <u>12/1/2016</u>

www.peachtree-city.org

inv. 21478

RECEIVED OCT 20 2016

**VARIANCE APPLICATION
DOUGLAS THOMPSON
115 PLANTERRA WAY
PTC, GA 30269
404 723-7768**

BRIEFLY DESCRIBE WHY THIS VARIANCE IS BEING REQUESTED:

WE BUILT OUR HOME IN NOV 1994 AND RAISED OUR FOUR CHILDREN IN THIS HOME. WE ABSOLUTELY LOVE OUR HOME. WE WOULD LIKE TO ENLARGE OUR MASTER BATHROOM AND CLOSET AREA. HOWEVER, BECAUSE OF THE TOPOGRAPHY (PLEASE SEE PHOTO) THE ADDITION WOULD ENCROACH INTO THE PROPERTY LINE BUFFER SLIGHTLY. (PLEASE SEE PHOTO)

THE ADDITION WOULD STILL BE WITHIN OUR CURRENT FENCE LINE AND WOULD ALLOW FOR A NATURAL FLOW TO THE CURRENT DESIGN OF OUR HOME. (PLEASE SEE PHOTOS) THE BACK OF OUR PROPERTY IS SHIELDED BY EVERGREEN TREES AND OUR FENCE AND IS NOT VISIBLE FROM THE BACK. (PLEASE SEE PHOTO).

WE HAVE LIVED IN OUR HOME FOR CLOSE TO 23 YEARS AND OUR NEIGHBORS HAVE ENCOURAGED US AND SUPPORT US ON THIS PROJECT. (PLEASE SEE LETTERS AND PHONE NUMBERS).

THANK YOU FOR YOUR CONSIDERATION OF OUR REQUEST

Owen and Mary Mohr give permission to our neighbor,
The Thompson's, to build the extension on his house that
exceeds the buffer zone between our houses.



Owen and Mary Mohr

113 Planterra Way

Peachtree City, GA 30269

770-486-1397



Dave and Yvonne Kohout give permission to our neighbor to build the extension on his house that exceeds the buffer zone between our houses.

Dave and Yvonne Kohout

117 Planterra Way

Peachtree City, GA 30269

770-715-6297

A handwritten signature in black ink, appearing to be a stylized 'DK' or similar initials, enclosed within a large, loopy oval shape.

N

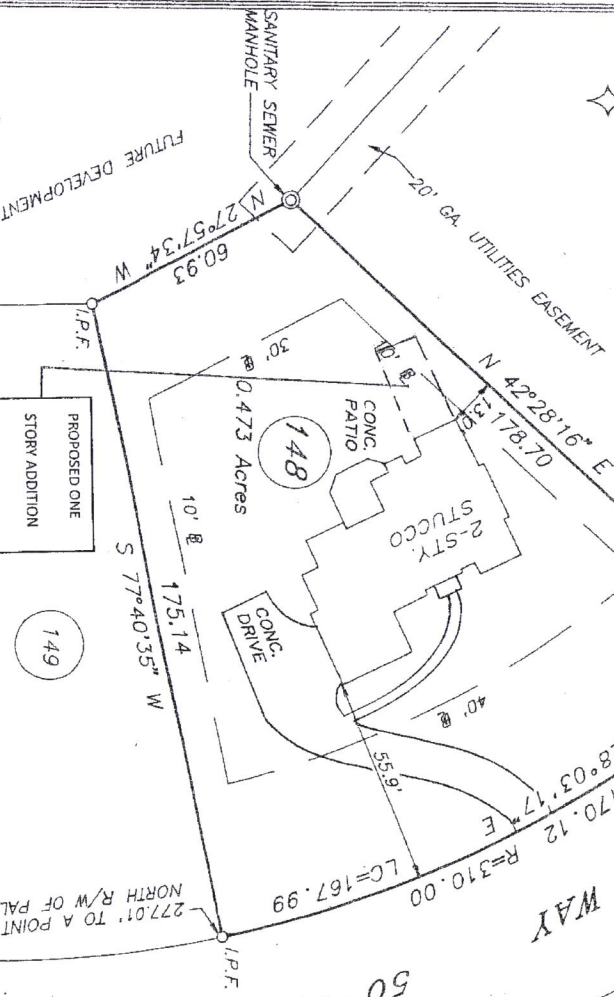
ROTATED TO BEARING ON SOUTH
LINE OF LOT 148 AS PER PLAT
BOOK 25, PAGE 18 & 19.

147

PLANTERRA

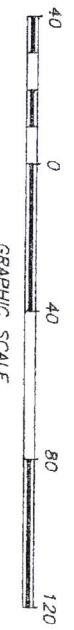
WAY

50' R/W



NOTE: ALL IRON PINS FOUND ARE 3/4" RODS.

According to the latest HUD flood
plain map, this property does not
lie within a flood hazard area
unless noted otherwise.



CLOSURE DATA:

Field Closure: 1" in 24,000'+
Angle Point Error: 11"
Equipment Used: Wild T1000 & EDM
Adjustment Method: Compass
Pit Closure: 1" in 100,000'+

Prepared For: DOUGLAS C. THOMPSON &
INGRID C. THOMPSON

Planterra Ridge, Phase 3A

Lot: 148

Land Lot: 129

County: Fayette

Scale: 1" = 40'

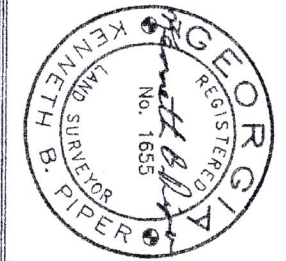
Date: 11-10-94

Job No: 94-303

Block:

District: 7th

Rev:



CRANE & ASSOCIATES, INC.

Surveyors planners development consultants
404-254-0116 404-487-9050
2753 E. Hwy 34, Suite 2
Newman, GA 30265

115 PLANTERRA WAY

LOT #: 148

PEACHTREE CITY, GEORGIA

LAND LOT: 129

DISTRICT: 7TH

FAYETTE COUNTY, GA.

BUILDING DATA

USE & OCCUPANCY CLASSIFICATION:
RESIDENTIAL GROUP R-3

TYPE OF CONSTRUCTION:
TYPE IIB

STORY:
ONE

MAX HEIGHT:
35'-0"

AREA:
ADDITION: 300 SF

TOTAL PROJECT CONSTRUCTION: 300 SF

PROJECT DESCRIPTION:
ROOM ADDITION

SHEET INDEX

- T1. TITLE SHEET
- A2. FOUNDATION & ROOF PLAN
- A3. FLOOR PLAN
- A4. ELEVATIONS
- A5. SECTION & DETAILS

GENERAL CONSTRUCTION NOTES:

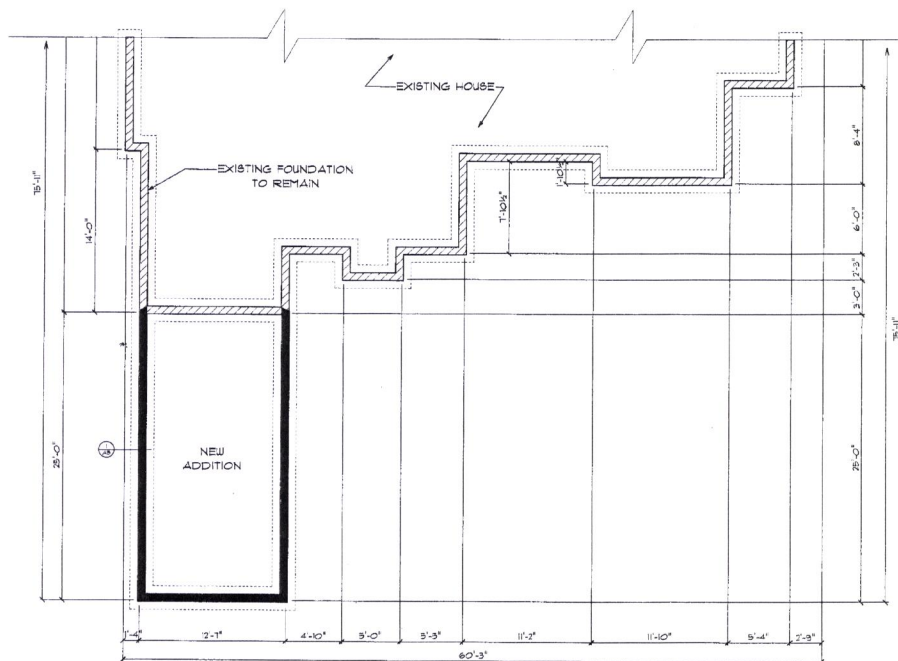
1. The information on this set of construction documents is related to basic design intent and framing details. They are intended as a construction aid, not a substitute for generally accepted good building practice and compliance with current building codes. The General Contractor is responsible for providing standard construction details and procedures to ensure a professionally finished, structurally sound and weatherproof completed product.
2. The General Contractor is responsible for ensuring that all work and construction meets current federal, state, county and local codes, ordinances and regulations, etc. These codes are to be considered as part of the specifications for this building and should be adhered to even if they are in variance with the plan.
3. Dimensions shall take precedent over scale drawings (do not scale drawings).
4. The designer has not been engaged for construction supervision and assumes no responsibility for construction coordinating with these plans, nor responsibility for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work. There are no warranties for a specific use expressed or implied in the use of these plans.
5. Refer to floor plans, exterior elevations, and window & exterior door schedule for types and sizes of windows and exterior doors.
6. General Contractor is to ensure that masonry and fireplace construction meets or exceeds all manufacturers specifications and applicable codes.
7. General Contractor to consult and coordinate with the owner for all built in items such as bookcases, shelving, pantry, closets, trim, etc.
8. Wind load required connections shall be taken into account during construction.

OWNER / CONTRACTOR: DOUGLAS C. THOMPSON
(404) 732-7768

STANDARD CONSTRUCTION CODES:

- o International Building Code, 2012 Edition, with Georgia Amendments (2014)(2015)
- o International Residential Code, 2012 Edition, with Georgia Amendments (2014)(2015)
- o International Fire Code, 2012 Edition, with Georgia Amendments (2014)
- o International Plumbing Code, 2012 Edition, with Georgia Amendments (2014)(2015)
- o International Mechanical Code, 2012 Edition, with Georgia Amendments (2015)
- o International Fuel Gas Code, 2012 Edition, with Georgia Amendments (2014)(2015)
- o National Electrical Code, 2014 Edition, with no Georgia Amendments
- o International Energy Conservation Code, 2009 Edition, with Georgia Supplements and Amendments (2011)(2012)
- o 2012 NFPA 101 - Life Safety Code with state Amendments (2013)

REVISIONS	
DATE	NO.
This drawing is not to be reproduced or used for contracting any building without the written authorization of H.L. Maddox & Associates.	
October 12, 2016	
DRAWN BY: H.M.	
JOB #: 001072016	
SCALE: AS NOTED	
ROOM ADDITION	115 PLANTERRA WAY PEACHTREE CITY, GEORGIA 30029
	
H.L. MADDOX & ASSOCIATES DESIGN & CONSTRUCTION (404) 732-3426 206 KENT WORTH CIRCLE STONE MOUNTAIN, GA. 30083	
SHEET NUMBER	
T1	
DESCRIPTION	
TITLE SHEET	

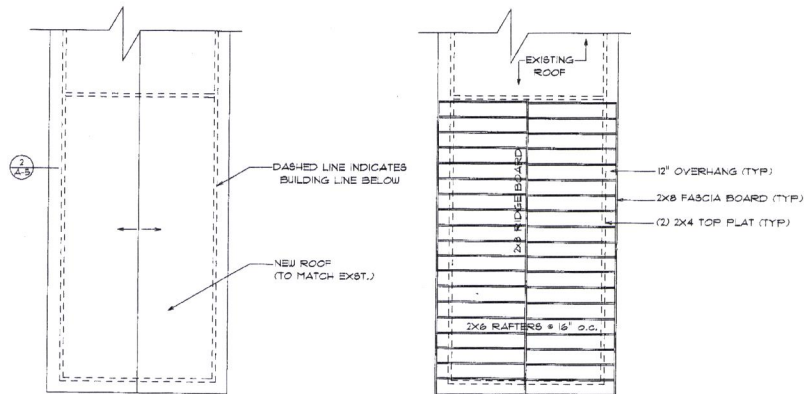


FOUNDATION PLAN
SCALE: 1/8" = 1'-0"

MISCELLANEOUS:
CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS PRIOR TO PURCHASING OR COMMENCING WORK AND SHALL NOTIFY THE DESIGNER OR THE OWNER OF ANY DISCREPANCIES. THE CONTRACTOR WILL BE RESPONSIBLE FOR COMPLICATIONS DUE TO UNAPPROVED CHANGES TO THE PLANS.
PLUMBING DIAGRAM'S ARE BY PLUMBING CONTRACTOR.
H.V.A.C. DESIGN BY APPROPRIATE CONTRACTOR.
CONTACT DESIGNER IF SUBTRADE LAYOUTS CHANGE THE FORM OR SUBSTANCE OF HABITABLE SPACES.
PROVIDE COMBUSTION AIR FOR FUEL BURNING APPLIANCES.
SMOKE DETECTORS TO BE CONNECTED TO HOUSE POWER.
EXHAUST DUCTING TO BE NON COMBUSTIBLE.
CALLK ALL EXTERIOR ENVELOPE PENETRATIONS.
DOORS BETWEEN GARAGES AND LIVING AREAS TO BE ONE HOUR RATED AND HAVE EFFECTIVE SELF CLOSERS.

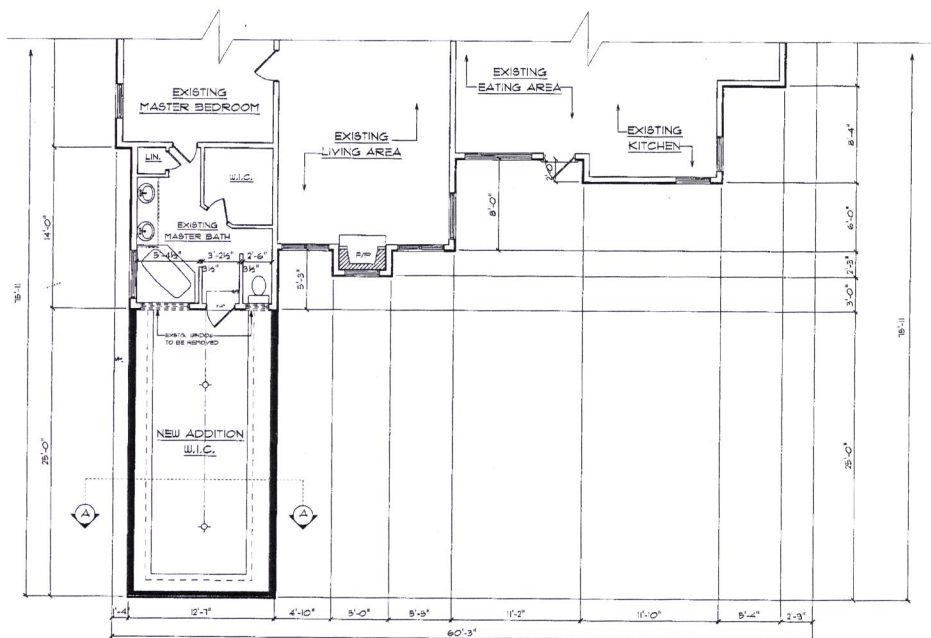
LEGEND	
EXISTING FOUNDATION WALLS TO REMAIN	
NEW FOUNDATION WALLS	

REVISIONS	
DATE	NO.
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October 12, 2016	
DRAWN BY: H.M.	
JOB #: 001072016	
SCALE: AS NOTED	
ROOM ADDITION	115 PLANTERRA WAY PEACHTREE CITY, GEORGIA 30269
H.L. MADDOX & ASSOCIATES DESIGN & CONSTRUCTION (404) 732-1426 206 KENNE WORTH CIRCLE STONE MOUNTAIN, GA 30083	
SHEET NUMBER	
A2	
DESCRIPTION	
FOUNDATION PLAN	



ROOF PLAN
SCALE: 1/8"=1'-0"

REVISIONS	
DATE	NO.
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October 12, 2016	
DRAWN BY: H.M.	
JOB #: 001DT2016	
SCALE: AS NOTED	
ROOM ADDITION	115 PLANTERA WAY PEACHTREE CITY, GEORGIA 30269
	
H.L. MADDOX & ASSOCIATES DESIGN & CONSTRUCTION (404) 732-3426 396 KENILWORTH CHURCH STONE MOUNTAIN, GA 30083	
SHEET NUMBER	
A2.1	
DESCRIPTION	
ROOF PLAN	



MAIN FLOOR PLAN
SCALE: 1/8"=1'-0"

GENERAL FRAMING NOTES

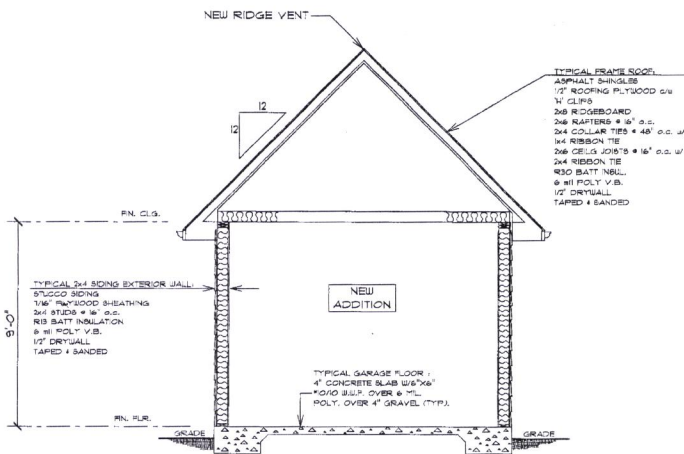
THE FOLLOWING NOTES ARE SUGGESTED MINIMUM REQUIREMENTS ONLY. DUE TO A VARIANCE OF CODES FROM REGION TO REGION, PLEASE REFER AND COMPLY WITH ALL YOUR LOCAL CODES. CONSULT WITH LOCAL ENGINEERS FOR ALL STRUCTURAL REQUIREMENTS.

1. PROVIDE FLOORING AT MID HEIGHT OF ALL WALLS.
2. ALL JOISTS AND RAFTERS SHALL BE ALIGNED OVER STUDS BELOW.
3. ALL BEAMS SHALL BE 2 X 4 OR 2 X 6 STUDS - 8" PLUGGED RATCH PLATE UNLESS OTHERWISE NOTED.
4. RAFTERS TO INSTALL DOUBLE FLOOR JOISTS UNDER PARTITION WALLS PARALLEL TO JOIST DIRECTION.
5. PROVIDE 4X CROWN BRACKETS AT MID POINT OF SPAN ON 8" O.C. FLOORING IN ALL FLOORS.
6. ALL EXTERIOR CORNERS INSIDE AND OUTSIDE CORNERS SHALL BE BRACKETS WITH 8" CROWN PLUGGED WALLS AND SCHEDULE SHALL BE NO CORNERS AT 8" O.C. AT ALL ROOMS AND NO CORNERS AT 7" O.C. AT ALL INTERMEDIATE STUDS (OPTION - APPROVED CROWN CORNER BRACKETS BOTH DIRECTIONS AT ALL CORNERS).
7. ALL COLUMNS OR RIGID BEAMS SHALL EXTEND DOWN 18" ALL LEVELS AND TERMINATE AT THE BASEMENT FLOOR AND BE SUPPORTED BY A THICKENED SLAB OR RIGID BEAM OR FOOTING DESIGNED TO CARRY LOAD.
8. PROVIDE DOUBLE 2 X 8 STRONGBACK AT MID SPAN FOR CEILING JOISTS WITH SPAN GREATER THAN 0'-0".
9. PROVIDE COLLAR TIES AT 1/3 OF VERTICAL DISTANCE BETWEEN ROOM BEAMS AND CEILING JOISTS AT 4'-0" O.C. "ADDITION".
10. 1/2" VALLEY RAFTERS AND ROOF BOARDS SHALL BE ONE 2 X 8 SIZE UNLESS THIS RAFTERS.
11. ROOF DECKING SHALL BE 5/8" CDX PLUGGED FLOORING.
12. WHERE FINE ENGINEERED FLOOR AND ROOF TRUSSES ARE USED, TRUSS MANUFACTURER MUST PROVIDE SHOP DRAWINGS WHICH BEAM BEAM OF REGISTERED ENGINEER IN STATE. IN SINGLE JOINT, IS TO BE PREPARED.
13. ALL CEILING JOISTS AND RAFTER BRACKETS TO BEAR ON LOAD BEAMS SHALL BE DESIGNED TO CARRY LOAD FROM ALL LEVELS AND TERMINATE AT BASEMENT FLOOR AND BE SUPPORTED BY THICKENED SLAB OR RIGID BEAM OR FOOTING DESIGNED TO CARRY LOAD.
14. ALL BASEMENT WALLS, BEAMS, AND COLUMNS TO BE DESIGNED BY LOCAL STRUCTURAL ENGINEER AND MEET ALL LOCAL CODES.
15. ALL RIGID BEAMS, COLUMNS, BEAMS, ETC TO BE DESIGNED BY LOCAL STRUCTURAL ENGINEER AND MEET ALL LOCAL CODES.
16. ALL FRAMED WALL DIMENSIONS ARE BASED ON 2 X 4 STUDS UNLESS OTHERWISE NOTED.

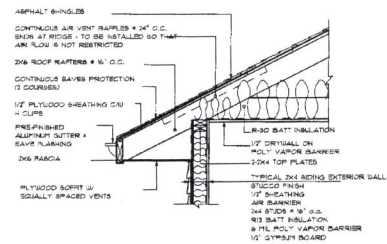
ADDITIONAL LIVING AREA:	300 SQ. FT.
MASTER BATH ADDITION:	300 SQ. FT.
TOTAL:	300 SQ. FT.

LEGEND	
EXISTING WALLS TO REMAIN	
EXISTING WALLS TO BE REMOVED	
NEW 2X4 STUDS EXTERIOR STUD WALLS @ 16" O.C.	

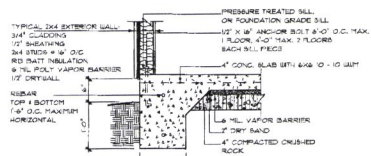
REVISIONS	
DATE	NO.
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October 12, 2018	
DRAWN BY: H.M.	
JOB #: 001072018	
SCALE: AS NOTED	
ROOM ADDITION	
115 PLANTER WAY	
PEACHTREE CITY, GEORGIA 30069	
H.L. MADDOX & ASSOCIATES DESIGN & CONSTRUCTION (404) 732-3426 300 KENIL WORTH CIRCLE STONE MOUNTAIN, GA. 30083	
SHEET NUMBER	
A3	
DESCRIPTION	
FLOOR PLAN	



A-A BUILDING SECTION
A-5 SCALE: 1/4"=1'-0"



2 CORNICE DETAIL
A-5 SCALE: N.T.S.



1 FOOTING & SLAB DETAIL
A-5 SCALE: N.T.S.

REVISIONS	
DATE	NO.
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October 13, 2016	
DRAWN BY: H.M.	
JOB #: 001D72016	
SCALE: AS NOTED	
ROOM ADDITION	115 PLANTER WAY PEACHTREE CITY, GEORGIA 30269
H.L. MADDOX & ASSOCIATES DESIGN & CONSTRUCTION (404) 732-3426 200 KENILWORTH CIRCLE STONE MOUNTAIN, GA 30083	
SHEET NUMBER	
A5	
DESCRIPTION	
SECTIONS & DETAILS	















CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: Jonathan N. Rorie, City Manager 

FROM: David A. Borkowski, P.E., City Engineer 

DATE: November 21, 2016

SUBJECT: Subject – Variance Request, Stormwater Requirements, Wilksmoor Village
December 1, 2016, City Council Meeting

Recommendation:

Staff recommends approval of the variance to Ordinance Section 1011(c)(3) of the Stormwater Management Ordinance for new development and redevelopment located in Article X of Appendix B of the City of Peachtree City, Georgia, Code of Ordinances.

Discussion:

For a development on the scale of Wilksmoor Village, a master hydrology study was required to assess the potential impacts of this development on stormwater flows and quality downstream. During the development of this study it was discovered that this proposed development could increase flows off-site to the 10% point downstream in Line Creek.

The developer's engineers have been working on this issue and the results are culminated in the attached variance application and report.

A variance will be needed due to the fact that the development would increase run-off downstream in violation of Ordinance Section 1011(c)(3) of the Stormwater Management Ordinance for new development and redevelopment located in Article X of Appendix B of the City of Peachtree City, Georgia, Code of Ordinances.

In order for the City to grant a Variance, all of the following criteria must be met. Staff has reviewed the application and the report and find the following:

Criteria (a) There are special circumstances applicable to the property, including location, shape, size, surroundings, or topography so that the strict application of this ordinance denies the property of privileges enjoyed by other property in the vicinity and under identical zoning district classification;

Staff finding – As per the attached report most of the property abuts directly to Line Creek and does not have the ability to discharge into a lesser tributary first to help mitigate flows. Other residentially zoned subdivisions in this area have been able to release their flows to a small tributary giving time for the flows to diminish prior Line Creek. Staff accepts that this criteria has been met.

Criteria (b) The strict or literal interpretation and application of this ordinance would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the land development ordinance, or would deprive the applicant of privileges granted to others in similar circumstances;

Staff finding – As per the attached report, the construction of water-quality/channel protection ponds with detention would cause the off-site flows to increase to a level greater than what they would be with no detention. There would still be an increase in off-site flows even with just the water-quality/channel protection ponds. In order to mitigate the increase entirely they would have to "over detain" (much larger detention ponds) way below pre-developed levels. The report states that the hardships would be that the ponds could be of such a size that they could be Category II ponds and possibly under State Regulation. This could put a hardship on the City to maintain them in the future. Another hardship reflected in the report is that the larger pond would clear out much more greenspace than would normally be required thus negatively impacting the environment and causing the City to have to maintain (mow ponds) larger areas. These areas could be 300-400% larger than normal ponds. Staff accepts that this criterion has been met.

Criteria (c) There are exceptional or extraordinary circumstances or conditions applicable to the property involved or the intended development of the property which preclude the applicant from complying with this ordinance and that do not apply generally to other property in the same zoning district and which prevent the applicant from complying with existing regulations;

Staff finding –Same as Criteria (a).

Criteria (d) The granting of such variance will not constitute the granting of special privileges inconsistent with the limitations on other property in the same zoning district;

Staff finding –There would not appear to be any special privilege granted in this case. If the variance was granted the applicant would be able to develop their property in the same was as other residential districts in the City. Staff accepts that this criterion has been met.

Criteria (e) The granting of such variance will not be materially detrimental to the public health, safety, or general welfare nor injurious to property or improvements in the zone or neighborhood in which the property is located; and

Staff finding –As per the attached report the increase in flows off-site would not impact any structures or damage any property. The proposed modifications to the spillway at Wynn's Pond would lower flood elevations in that area. In addition the report states that the small increase in discharges does not appear to be materially detrimental to the public health, safety, and general welfare of Line

Creek between the Cresswind/Everton developments and Lake McIntosh. Staff accepts that this criterion has been met.

Criteria (f) The granting of such variance will not create inconsistencies with any objective of the comprehensive plan.

Staff finding –As per the report, smaller ponds will disturb less area and the water-quality and channel protection features designed in them will help protect the streams. These features are consistent with the City's Comprehensive Plan. Staff accepts that this criterion has been met.

Criteria (g) In harmony with the general purpose and intent of the land development ordinance.

Staff finding –As per the attached report, the granting of this variance will not negatively impact structures or property. With the construction of the water-quality and channel protection features in the ponds, the site will be using approved best management devices to protect downstream water quality which is the overall intent of the ordinance. Staff accepts that this criterion has been met.

Budget Impact:

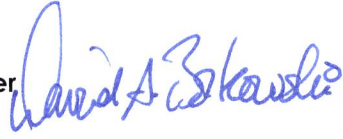
This item will have no budgetary impact.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: Jonathan N. Rorie, City Manager 

FROM: David A. Borkowski, P.E., City Engineer 

DATE: November 23, 2016

SUBJECT: Adoption of State Stormwater Manual, Amendments to Land Development Ordinance and Adoption of Local Design Manual
December 1, 2016, City Council Meeting

Recommendation:

Staff recommends that Council adopt the New 2016 Georgia Stormwater Management Manual along with revisions to City Ordinance Section 1011 of Article 10 and City Ordinance Sections 803 and 804 of Article 8 of the Land Development Ordinance, and adopt the revised Local Design Manual.

Discussion:

When the new municipal stormwater permits from the State came out earlier this year there was a requirement to adopt the new Georgia Stormwater Management Manual by January of 2017. This manual is the design manual for engineers to use to design stormwater plans for development sites. This new State manual was revised in its entirety and the most significant change is the requirement to infiltrate (store water and let permeate into the groundwater) the run-off from the first 1.0 inch of rain from a development site. This is different from the current practice of capturing, treating and releasing the run-off from the first 1.2 inches of rain from a development site.

If the City approves adoption of the new State manual it precipitates some other actions to be taken as follows:

1. Revise City Ordinance Section 1011 of Article 10 of the Land Development Ordinance to reference correct date and name of new State Manual and adjust some design storms.
2. Revise City Ordinance Sections 803 and 804 of Article 8 of the Land Development Ordinance to point towards details in the Local Design Manual. This is so we can have development details in one standard location.
3. Revise Local Design Manual to comply with State Manual (There is existing Local Design manual on the books). Added new requirements such as infiltration requirement.

In revising the ordinance sections, Staff took the opportunity to make some additional housekeeping revisions as well. For example, we are requesting to change:

1. Street name signs to be made out of aluminum vs. fiberglass to agree with other ordinance section.
2. Increase new path shoulder width from 2 to 3 feet to comply with latest American Association of State Highway and Transportation Officials (AASHTO) guidelines.
3. Increase new path vertical clearance from 8 feet to 8 feet – four inches to comply with latest AASHTO guidelines.

The purpose of our Local Design Manual is to supplement and clarify the guidelines in the State Manual. For example the State Manual requires storm drains to be designed in certain way, but leaves pipe material up to local control. Pipe material is regulated in our local ordinances and Local Design Manual. It also serves as our local repository for our local design details and construction standards in our ordinances. In revising our Local Design Manual to comply with the latest guidelines in the State manual we took a comprehensive look at the entire existing manual. Some of the requested additional changes to our existing local design manual are as follows:

1. Add compaction and testing specifications for construction of storm drains, roads and pond dams.
2. Require automatic rejection of plans if not follow Local Design Manual checklist.
3. Require reinforced concrete pipe in City right-of-way and allow other forms of plastic pipe in other areas.
4. Adjust downstream study limits for very small sites.
5. Adjust top of dam widths based on height of dam.

The proposed revisions to the Local Design Manual do not exceed the minimum guidelines imposed by the State.

Budget Impact:

This item should have no budgetary impact.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: Jonathan N. Rorie, City Manager

FROM: Betsy Tyler, Public Information Officer/City Clerk 

DATE: November 23, 2016

SUBJECT: Ordinance Amendment – Land Development Ordinance, Article X, Water Resource Protection

This is the first of three items related to the City's adoption of the 2016 Georgia Stormwater Management Manual. This amendment:

- Officially adopts the State manual
- References Peachtree City's Local Design Manual, which is being updated to reflect the new state standards
- Makes other housekeeping changes

AN ORDINANCE TO AMEND ARTICLE X, WATER RESOURCE PROTECTION, OF THE LAND DEVELOPMENT ORDINANCE OF PEACHTREE CITY, TO PROVIDE FOR STORMWATER MANAGEMENT FOR NEW DEVELOPMENT AND REDEVELOPMENT; 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 that:

Section 1. Article X, Section 1011, Stormwater Management for New Development and Redevelopment, of the Peachtree City Land Development Ordinance, as amended, be further amended as follows:

Sec. 1011. - Stormwater management for new development and redevelopment.

(a) *General provisions.*

- (1) *Purpose and intent.* The purpose of this section is to protect, maintain and enhance the public health, safety, environment and general welfare by establishing minimum requirements and procedures to control the adverse effects of increased post-development stormwater runoff and nonpoint source pollution associated with new development and redevelopment. It has been determined that proper management of post-development stormwater runoff will minimize damage to public and private property and infrastructure, safeguard the public health, safety, environment and general welfare of the public, and protect water and aquatic resources. This ordinance seeks to meet that purpose through the following objectives:
 - a. Establish decisionmaking processes surrounding land development activities that protect the integrity of the watershed and preserve the health of water resources;
 - b. Require that new development and redevelopment maintain the predevelopment hydrologic response in their postdevelopment state as nearly as practicable in order to reduce flooding, streambank erosion, nonpoint source pollution and increases in stream temperature, and maintain the integrity of stream channels and aquatic habitats;
 - c. Establish minimum postdevelopment stormwater management standards and design criteria for the regulation and control of stormwater runoff quantity and quality;
 - d. Establish design and application criteria for the construction and use of structural stormwater control facilities that can be used to meet the minimum post-development stormwater management standards;
 - e. Encourage the use of nonstructural stormwater management and stormwater better site design practices, such as the preservation of greenspace and other conservation areas, to the maximum extent practicable. Coordinate site design plans, which include greenspace, with the county's greenspace protection plan;

- f. Establish provisions for the longterm responsibility for and maintenance of structural stormwater control facilities and nonstructural stormwater management practices to ensure that they continue to function as designed, are maintained, and pose no threat to public safety; and
- g. Establish administrative procedures for the submission, review, approval and disapproval of stormwater management plans, and for the inspection of approved active projects, and long-term follow up.

(2) *Applicability.*

- a. This ordinance shall be applicable to all land development, including, but not limited to, site plan applications, subdivision applications, and grading applications, unless exempt pursuant to subsection (a)(2)b. These standards apply to any new development or redevelopment site that meets one or more of the following criteria:
 - i. New development that involves the creation of 5,000 square feet or more of impervious cover, or that involves other land development activities of one acre or more;
 - ii. Redevelopment that includes the creation, addition or replacement of 5,000 square feet or more of impervious cover, or that involves other land development activity of one acre or more;
 - iii. Any new development or redevelopment, regardless of size, that is considered to be a hotspot land use, or has a standard industrial classification (SIC) code that falls under the NPDES industrial stormwater permit program; or
 - iv. Land development activities that are smaller than the minimum applicability criteria set forth in subsection (a)(2)a. if such activities are part of a larger common plan of development, even though multiple, separate and distinct land development activities may take place at different times on different schedules.
- b. The following activities are exempt from this ordinance:
 - i. Individual single-family or duplex residential lots that are not part of a subdivision or phased development project;
 - ii. Additions or modifications to existing single family or duplex residential structures;
 - iii. Agricultural or silvicultural land management activities within areas zoned for these activities; and
 - iv. Repairs to any stormwater management facility or practice deemed necessary by the city engineer.

(3) *Designation of ordinance administrator.* The city engineer or designee is hereby appointed to administer and implement the provisions of this ordinance.

(4) *Compatibility with other regulations.* This ordinance is not intended to modify or repeal any other ordinance, rule, regulation or other provision of law. The requirements of this ordinance are in addition to the requirements of any other ordinance, rule, regulation or other provision of law, and where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule, regulation or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human health or the environment shall control.

- (5) *Severability*. If the provisions of any section, subsection, paragraph, subdivision or clause of this ordinance shall be adjudged invalid by a court of competent jurisdiction, such judgment shall not affect or invalidate the remainder of any section, subsection, paragraph, subdivision or clause of this ordinance.
- (6) *Stormwater Design Manual*. The city will utilize the policy, criteria and information including technical specifications and standards in the ~~August 2001~~2016 edition of the Georgia Stormwater Management Manual and any relevant local addenda, including the Local Design Manual, for the proper implementation of the requirements of this ordinance. The manual may be updated and expanded periodically, based on improvements in science, engineering, monitoring and local maintenance experience.
- (7) *Definitions*.

Applicant means a person submitting a post-development stormwater management application and plan for approval.

Channel means a natural or artificial watercourse with a definite bed and banks that conducts continuously or periodically flowing water.

Conservation easement means an agreement between a land owner and the city or other government agency or land trust that permanently protects open space or greenspace on the owner's land by limiting the amount and type of development that can take place, but continues to leave the remainder of the fee interest in private ownership.

Dam means an embankment used for the storage of water. Usually used as part or in conjunction with a detention facility.

Detention means the temporary storage of stormwater runoff in a stormwater management facility for the purpose of controlling the peak discharge.

Detention facility means a detention basin or structure designed for the detention of stormwater runoff and gradual release of stored water at controlled rates.

Developer means a person who undertakes land development activities.

Development means a land development or land development project.

Drainage easement means an easement appurtenant or attached to a tract or parcel of land allowing the owner of adjacent tracts or other persons to discharge stormwater runoff onto the tract or parcel of land subject to the drainage easement.

Erosion and sedimentation control plan means a plan that is designed to minimize the accelerated erosion and sediment runoff at a site during land disturbance activities.

Extended detention means the detention of stormwater runoff for an extended period, typically 24 hours or greater.

Extreme flood protection means measures taken to prevent adverse impacts from large low-frequency storm events with a return frequency of 100 years or more.

Flooding means a volume of surface water that is too great to be confined within the banks or walls of a conveyance or stream channel and that overflows onto adjacent lands.

Greenspace or open space means permanently protected areas of the site that are preserved in a natural state.

Hotspot means an area where the use of the land has the potential to generate highly contaminated runoff, with concentrations of pollutants in excess of those typically found in stormwater. These areas produce higher concentrations of trace metals, hydrocarbons or other priority pollutants than are normally found in urban stormwater runoff. Examples include, but are not limited to, gas stations, vehicle service and maintenance areas, salvage yards, material storage sites, and garbage transfer facilities.

Hydrologic soil group (HSG) means a natural resource conservation service classification system in which soils are categorized into four runoff potential groups. The groups range from group A soils, with high permeability and little runoff produced, to group D soils, which have low permeability rates and produce much more runoff.

Impervious cover means a surface composed of any material that significantly impedes or prevents the natural infiltration of water into soil. Impervious surfaces include, but are not limited to, rooftops, buildings, streets and roads, and any concrete or asphalt surface.

Industrial stormwater permit means a national pollutant discharge elimination system (NPDES) permit issued to an industry or group of industries which regulates the pollutant levels associated with industrial stormwater discharges or specifies on-site pollution control strategies.

Infiltration means the process of percolating stormwater runoff into the subsoil.

Inspection and maintenance agreement means a written agreement providing for the long-term inspection and maintenance of stormwater management facilities and practices on a site or with respect to a land development project, which when properly recorded in the deed records constitutes a restriction on the title to a site or other land involved in a land development project.

Jurisdictional wetland means an area that is inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support a prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known as hydrophytic vegetation.

Land development means any land change, including, but not limited to, clearing, digging, grubbing, stripping, removal of vegetation, dredging, grading, excavating, transporting and filling of land, construction, paving, and any other installation of impervious cover.

Land development activities means those actions or activities which comprise, facilitate or result in land development.

Land development project means a discrete land development undertaking.

New development means a land development activity on a previously undeveloped site.

Nonpoint source pollution means a form of water pollution that does not originate from a discrete point such as a sewage treatment plant or industrial discharge, but involves the transport of pollutants such as sediment, fertilizers, pesticides, heavy metals, oil,

grease, bacteria, organic materials and other contaminants from land to surface water and groundwater via mechanisms such as precipitation, stormwater runoff, and leaching. Nonpoint source pollution is a by-product of land use practices such as agricultural, silvicultural, mining, construction, subsurface disposal and urban runoff sources.

Nonstructural stormwater management practice or nonstructural practice means any natural or planted vegetation or other nonstructural component of the stormwater management plan that provides for or enhances stormwater quantity and/or quality control or other stormwater management benefits, and includes, but is not limited to, riparian buffers, open and greenspace areas, overland flow filtration areas, natural depressions, and vegetated channels.

Offsite facility means a stormwater management facility located outside the boundaries of the site.

Onsite facility means a stormwater management facility located within the boundaries of the site.

Overbank flood protection means measures taken to prevent an increase in the frequency and magnitude of out-of-bank flooding (i.e. flow events that exceed the capacity of the channel and enter the floodplain), and that are intended to protect downstream properties from flooding for the 2-year through 25-year frequency storm events.

Owner means the legal or beneficial owner of a site, including but not limited to, a mortgagee or vendee in possession, receiver, executor, trustee, lessee or other person, firm or corporation in control of the site.

Permit means the permit issued by the city to the applicant which is required for undertaking any land development activity.

Person means, except to the extent exempted from this ordinance, any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, city, county or other political subdivision of the state, any interstate body or any other legal entity.

Post-development refers to the time period, or the conditions that may reasonably be expected or anticipated to exist, after completion of the land development activity on a site as the context may require.

Pre-development refers to the time period, or the conditions that exist, on a site prior to the commencement of a land development project and at the time that plans for the land development of a site are approved by the plan approving authority. Where phased development or plan approval occurs (preliminary grading, roads and utilities, etc.), the existing conditions at the time prior to the first item being approved or permitted shall establish pre-development conditions.

Project means a land development project.

Redevelopment means a land development project on a previously developed site, but excludes ordinary maintenance activities, remodeling of existing buildings, resurfacing of paved areas, and exterior changes or improvements which do not

materially increase or concentrate stormwater runoff, or cause additional nonpoint source pollution.

Regional stormwater management facility or regional facility means stormwater management facilities designed to control stormwater runoff from multiple properties, where the owners or developers of the individual properties may assist in the financing of the facility, and the requirement for on-site controls is either eliminated or reduced.

Runoff means stormwater runoff.

Site means the parcel of land being developed, or the portion thereof on which the land development project is located.

Stormwater better site design means nonstructural site design approaches and techniques that can reduce a site's impact on the watershed and can provide for nonstructural stormwater management. Stormwater better site design includes conserving and protecting natural areas and greenspace, reducing impervious cover and using natural features for stormwater management.

Stormwater management means the collection, conveyance, storage, treatment and disposal of stormwater runoff in a manner intended to prevent increased flood damage, streambank channel erosion, habitat degradation and water quality degradation, and to enhance and promote the public health, safety and general welfare.

Stormwater management facility means any infrastructure that controls or conveys stormwater runoff.

Stormwater management measure means any stormwater management facility or nonstructural stormwater practice.

Stormwater management plan means a document describing how existing runoff characteristics will be affected by a land development project and containing measures for complying with the provisions of this ordinance.

Stormwater management system means the entire set of structural and nonstructural stormwater management facilities and practices that are used to capture, convey and control the quantity and quality of the stormwater runoff from a site.

Stormwater retrofit means a stormwater management practice designed for a currently developed site that previously had either no stormwater management practice in place or a practice inadequate to meet the stormwater management requirements of the site.

Stormwater runoff means the flow of surface water resulting from precipitation.

Structural stormwater control means a structural stormwater management facility or device that controls stormwater runoff and changes the characteristics of that runoff including, but not limited to, the quantity and quality, the period of release or the velocity of flow of such runoff.

Subdivision means the division of a tract or parcel of land resulting in one or more new lots or building sites for the purpose, whether immediately or in the future, of sale, other transfer of ownership or land development, and includes divisions of land resulting from

or made in connection with the layout or development of a new street or roadway or a change in an existing street or roadway.

(b) *Permit procedures and requirements.*

- (1) *Permit application requirements.* No owner or developer shall perform any land development activities without first meeting the requirements of this ordinance prior to commencing the proposed activity.

Unless specifically exempted by this ordinance, any owner or developer proposing a land development activity shall submit to the city a permit application on a form provided by the city for that purpose.

Unless otherwise exempted by this ordinance, the following items shall accompany a permit application in order to be considered:

- a. Stormwater concept plan and consultation meeting certification in accordance with subsection (b)(2);
 - b. Stormwater management plan in accordance with subsection (b)(3);
 - c. Inspection and maintenance agreement in accordance with subsection (b)(4) below, if applicable;
 - d. Permit application and plan review fees in accordance with subsection (b)(6) below.
- (2) *Stormwater concept plan and consultation meeting.* Before any stormwater management permit application is submitted, it is recommended that the land owner or developer shall meet with the city for a consultation meeting on a concept plan for the post-development stormwater management system to be utilized in the proposed land development project. This consultation meeting shall take place at the time of the preliminary plan of subdivision or other early step in the development process. The purpose of this meeting is to discuss the post-development stormwater management measures necessary for the proposed project, as well as to discuss and assess constraints, opportunities and potential ideas for stormwater management designs before the formal site design engineering is commenced.

To accomplish this goal the following information shall be included in the concept plan which shall be submitted in advance of the meeting:

- a. *Existing conditions/proposed site plans.* Existing conditions and proposed site layout sketch plans, which illustrate at a minimum: existing and proposed topography; perennial and intermittent streams; mapping of predominant soils from soil surveys (when available); boundaries of existing predominant vegetation and proposed limits of clearing and grading; and location of existing and proposed roads, buildings, parking areas and other impervious surfaces.
- b. *Natural resources inventory.* A written or graphic inventory of the natural resources at the site and surrounding area as it exists prior to the commencement of the project. This description should include a discussion of soil conditions, forest cover, topography, wetlands, and other native vegetative areas on the site, as well as the location and boundaries of other natural feature protection and conservation areas such as wetlands, lakes, ponds, floodplains, stream buffers and other setbacks (e.g., drinking water well setbacks, septic setbacks, etc.). Particular attention should be paid to environmentally sensitive features that provide particular opportunities or constraints for development.

- c. *Stormwater management system concept plan.* A written or graphic concept plan of the proposed post-development stormwater management system including: preliminary selection and location of proposed structural stormwater controls; location of existing and proposed conveyance systems such as grass channels, swales, and storm drains; flow paths; location of floodplain/floodway limits; relationship of site to upstream and downstream properties and drainages; and preliminary location of proposed stream channel modifications, such as bridge or culvert crossings.

Local watershed plans, the city greenspace projection plan (if applicable), and any relevant resource protection plans will be consulted in the discussion of the concept plan.

- (3) *Stormwater management plan requirements.* The stormwater management plan shall detail how post-development stormwater runoff will be controlled or managed and how the proposed project will meet the requirements of this ordinance, including the performance criteria set forth in subsection (c).

This plan shall be in accordance with the criteria established in this section and be prepared under the direct supervisory control of either a registered professional engineer or a registered landscape architect licensed in the state. Subsection (b)(3)c. through subsection (b)(3)g. shall be prepared under the direct supervisory control of a registered professional engineer, who shall seal and sign the work. Portions of the overall plan may be prepared and stamped by a registered land surveyor licensed in the state of Georgia as appropriate, such as boundary surveys, contour maps, erosion and sedimentation control plans.

The stormwater management plan must ensure that the requirements and criteria in this ordinance are being complied with and that opportunities are being taken to minimize adverse post-development stormwater runoff impacts from the development. The plan shall consist of maps, narrative, and supporting design calculations (hydrologic and hydraulic) for the proposed stormwater management system. The plan shall include all of the information required in the stormwater management site plan checklist found in the stormwater design manual, and the engineering department's plan review checklists. This includes:

- a. *Common address and legal description of site.*
- b. *Vicinity map.*
- c. *Existing conditions hydrologic analysis.* The existing condition hydrologic analysis for stormwater runoff rates, volumes, and velocities, which shall include:
 - i. A topographic map of existing site conditions with the drainage basin boundaries indicated; acreage, soil types and land cover of areas for each subbasin affected by the project; all perennial and intermittent streams and other surface water features; all existing stormwater conveyances and structural control facilities; and direction of flow and exits from the site.
 - ii. Analysis of runoff provided by off-site areas upstream of the project site; and methodologies, assumptions, site parameters and supporting design calculations used in analyzing the existing conditions site hydrology.
 - iii. For redevelopment sites, predevelopment conditions shall be modeled using the established guidelines for the portion of the site undergoing land development activities.

- d. *Predeveloped condition for redevelopment.* For all redevelopment applications, all site conditions are to be taken back to the state of the original site to be equivalent to that of virgin land areas in that same vicinity.
- e. *Post-development hydrologic analysis.* The post-development hydrologic analysis for stormwater runoff rates, volumes, and velocities, which shall include:
 - i. A topographic map of developed site conditions with the post-development drainage basin boundaries indicated; total area of post-development impervious surfaces and other land cover areas for each subbasin affected by the project; calculations for determining the runoff volumes that need to be addressed for each subbasin for the development project to meet the post-development stormwater management performance criteria in subsection (c); location and boundaries of proposed natural feature protection and conservation areas; documentation and calculations for any applicable site design credits that are being utilized; methodologies, assumptions, site parameters and supporting design calculations used in analyzing the existing conditions site hydrology.
 - ii. If the land development activity on a redevelopment site constitutes more than 50 percent of the site area for the entire site, then the performance criteria in subsection (c) must be met for the stormwater runoff from the entire site.
- f. *Stormwater management system.* The description, scaled drawings and design calculations for the proposed post-development stormwater management system, which shall include:
 - i. A map and/or drawing or sketch of the stormwater management facilities, including the location of nonstructural site design features and the placement of existing and proposed structural stormwater controls, including design water surface elevations, storage volumes available from zero to maximum head, location of inlet and outlets, location of bypass and discharge systems, and all orifice/restrictor sizes;
 - ii. A narrative describing how the selected structural stormwater controls will be appropriate and effective;
 - iii. Cross-section and profile drawings and design details for each of the structural stormwater controls in the system, including supporting calculations to show that the facility is designed according to the applicable design criteria;
 - iv. A hydrologic and hydraulic analysis of the stormwater management system for all applicable design storms (including stage-storage or outlet rating curves, and inflow and outflow hydrographs);
 - v. Documentation and supporting calculations to show that the stormwater management system adequately meets the post-development stormwater management performance criteria in subsection (c);
 - vi. Drawings, design calculations, elevations and hydraulic grade lines for all existing and proposed stormwater conveyance elements including stormwater drains, pipes, culverts, catch basins, channels, swales and areas of overland flow; and where applicable, a narrative describing how the stormwater management system corresponds with any watershed protection plans and/or local greenspace protection plan.

- g. *Post-development downstream analysis.* A downstream peak flow analysis which includes the assumptions, results and supporting calculations to show safe passage of post-development design flows downstream. The analysis of downstream conditions in the report shall do the following:
- i. Address each and every point or area along the project site's boundaries at which runoff will exit the property.
 - ii. The analysis shall focus on the portion of the drainage channel or watercourse immediately downstream from the project. This area shall extend downstream from the project to a point in the drainage basin where the project area is ten percent of the total basin area.
 - iii. In calculating runoff volumes and discharge rates, consideration may need to be given to any planned future upstream land use changes.
 - iv. The analysis shall be in accordance with the Stormwater Design Manual.
- h. *Construction-phase erosion and sedimentation control plan.* An erosion and sedimentation control plan in accordance with the Georgia Erosion and Sedimentation Control Act or NPDES permit for construction activities. The plan shall also include information on the sequence/phasing of construction and temporary stabilization measures and temporary structures that will be converted into permanent stormwater controls.
- i. *Landscaping and open space plan.* A detailed landscaping and vegetation plan describing the woody and herbaceous vegetation that will be used within and adjacent to stormwater management facilities and practices. This plan must fall within the standards outlined in ~~appendix F of the Stormwater Management Manual~~ Stormwater Design Manual. The landscaping plan must also include:
- i. The arrangement of planted areas, natural and greenspace areas and other landscaped features on the site plan; information necessary to construct the landscaping elements shown on the plan drawings;
 - ii. Descriptions and standards for the methods, materials and vegetation that are to be used in the construction; density of plantings; descriptions of the stabilization and management techniques used to establish vegetation; and
 - iii. A description of who will be responsible for ongoing maintenance of vegetation for the stormwater management facility and what practices will be employed to ensure that adequate vegetative cover is preserved.
- j. *Operations and maintenance plan.* Detailed description of ongoing operations and maintenance procedures for stormwater management facilities and practices to ensure their continued function as designed and constructed or preserved. These plans will identify the parts or components of a stormwater management facility or practice that need to be regularly or periodically inspected and maintained, and the equipment and skills or training necessary. The plan shall include an inspection and maintenance schedule, maintenance tasks, responsible parties for maintenance, funding, access and safety issues. Provisions for the periodic review and evaluation of the effectiveness of the maintenance program and the need for revisions or additional maintenance procedures shall be included in the plan.
- k. *Maintenance access easements.* The applicant must ensure access from public right-of-way to stormwater management facilities and practices requiring regular maintenance at the site for the purpose of inspection and repair by securing all the

maintenance access easements needed on a permanent basis. Such access shall be sufficient for all necessary equipment for maintenance activities. Upon final inspection and approval, a plat or document indicating that such easements exist shall be recorded and shall remain in effect even with the transfer of title of the property.

- l. *Inspection and maintenance agreements.* Unless an on-site stormwater management facility or practice is dedicated to and accepted by the city as provided in subsection (b)(4), the applicant must execute an easement and an inspection and maintenance agreement binding on all subsequent owners of land served by an on-site stormwater management facility or practice in accordance with subsection (b)(4).
 - m. *Evidence of acquisition of applicable local and non-local permits.* The applicant shall certify and provide documentation to the city that all other applicable environmental permits have been acquired for the site prior to approval of the stormwater management plan.
- (4) *Stormwater management inspection and maintenance agreements.* Prior to the issuance of any permit for a land development activity requiring a stormwater management facility or practice hereunder and for which the city requires ongoing maintenance, the applicant or owner of the site must, unless an on-site stormwater management facility or practice is dedicated to and accepted by the city, execute an inspection and maintenance agreement, and/or a conservation easement, if applicable, that shall be binding on all subsequent owners of the site.

The inspection and maintenance agreement, if applicable, must be approved by the city prior to issuance of a certificate of occupancy or final plat approval, and recorded in the deed records.

The inspection and maintenance agreement shall identify by name or official title the person(s) responsible for carrying out the inspection and maintenance. Responsibility for the operation and maintenance of the stormwater management facility or practice, unless assumed by a governmental agency, shall remain with the property owner and shall pass to any successor owner. If portions of the land are sold or otherwise transferred, legally binding arrangements shall be made to pass the inspection and maintenance responsibility to the appropriate successors in title. These arrangements shall designate for each portion of the site, the person to be permanently responsible for its inspection and maintenance.

As part of the inspection and maintenance agreement, a schedule shall be developed for when and how often routine inspection and maintenance will occur to ensure proper function of the stormwater management facility or practice. The agreement shall also include plans for annual inspections to ensure proper performance of the facility between scheduled maintenance and shall also include remedies for the default thereof.

In addition to enforcing the terms of the inspection and maintenance agreement, the city will also enforce all of the provisions for ongoing inspection and maintenance in subsection (f).

- (5) *Application procedure.*
 - a. Applications for land development permits shall be filed with the city.

- b. Permit applications shall include the items set forth in subsection (b) (two copies of the stormwater management plan and the inspection maintenance agreement, if applicable, shall be included) and follow the procedures outlined in articles IV, V and VI, as appropriate.
 - c. The city shall inform the applicant whether the application, stormwater management plan and inspection and maintenance agreement are approved or disapproved within the time limits established in Articles IV, V and VI, as appropriate.
 - d. If either the permit application, stormwater management plan or inspection and maintenance agreement are disapproved, the city shall notify the applicant of such fact in writing. The applicant may then revise any item not meeting the requirements hereof and resubmit the same, in which event subsection (b)(5)c. and this subparagraph shall apply to such resubmittal.
 - e. Upon a finding by the city that the permit application, stormwater management plan and inspection and maintenance agreement, if applicable, meet the requirements of this ordinance, the city may issue a permit for the land development project, provided all other legal requirements for the issuance of such permit have been met.
 - f. Notwithstanding the issuance of the permit, in conducting the land development project, the applicant or other responsible person shall be subject to the following requirements:
 - 1. The applicant shall comply with all applicable requirements of the approved plan and this ordinance and shall certify that all land clearing, construction, land development and drainage will be done according to the approved plan;
 - 2. The land development project shall be conducted only within the area specified in the approved plan;
 - 3. The city shall be allowed to conduct periodic inspections of the project;
 - 4. No changes may be made to an approved plan without review and written approval by the city; and
 - 5. Upon completion of the project, the applicant or other responsible person shall submit the engineer's report and certificate and as-built plans required by subsection (e).
- (6) *Modifications for offsite facilities.* The stormwater management plan for each land development project shall provide for stormwater management measures located on the site of the project, unless provisions are made to manage stormwater by an offsite or regional facility. The offsite or regional facility must be located on property legally dedicated for the purpose, must be designed and adequately sized to provide a level of stormwater quantity and quality control that is equal to or greater than that which would be afforded by onsite practices and there must be a legally obligated entity responsible for longterm operation and maintenance of the off-site or regional stormwater facility. In addition, on-site measures shall be implemented, where necessary, to protect upstream and downstream properties and drainage channels from the site to the offsite facility. Proper drainage and/or flood easements must also be dedicated between the site and the off-site facility.

A stormwater management plan must be submitted to the city which shows the adequacy of the off-site or regional facility.

To be eligible for a modification, the applicant must demonstrate to the satisfaction of the city that the use of an off-site or regional facility will not result in the following impacts to upstream or downstream areas:

- a. Increased threat of flood damage to public health, life, and property;
- b. Deterioration of existing culverts, bridges, dams, and other structures;
- c. Accelerated stream bank or streambed erosion or siltation;
- d. Degradation of in-stream biological functions or habitat; or
- e. Water quality impairment in violation of state water quality standards, and/or violation of any state or federal regulations.

(c) *Post-development stormwater management performance criteria.* The following performance criteria shall be applicable to all stormwater management plans, unless otherwise provided for in this ordinance:

(1) *Water quality.* All stormwater runoff generated from a site shall be adequately treated before discharge. It will be presumed that a stormwater management system complies with this requirement if:

- a. It is sized to treat the prescribed water quality treatment volume from the site, as defined in the ~~Georgia Stormwater Management Manual~~Stormwater Design Manual;
- b. Appropriate structural stormwater controls or nonstructural practices are selected, designed, constructed or preserved, and maintained according to the specific criteria in the ~~Georgia Stormwater Management Manual~~Stormwater Design Manual; and
- c. Runoff from hotspot land uses and activities identified by the city are adequately treated and addressed through the use of appropriate structural stormwater controls, nonstructural practices and pollution prevention practices.

(2) *Stream channel protection.* Protection of stream channels from bank and bed erosion and degradation shall be provided by using all of the following three approaches:

- a. Preservation, restoration and/or reforestation (with native vegetation) of the applicable stream buffer;
- b. 24-hour extended detention storage of the 1-year, 24-hour return frequency storm event;
- c. Erosion prevention measures such as energy dissipation and velocity control.

The city engineer may grant an exemption to stream channel exemption using the criteria outlined in the Stormwater Management Manual.

(3) *Overbank flooding protection.* Downstream overbank flood and property protection shall be provided by controlling (attenuating) the post-development peak discharge rate to the pre-development rate for the ~~2-, 5-, 10-, 25-, 50-,~~ and 100-year, 24-hour return frequency storm events.

(4) *Extreme flooding protection.* Extreme flood and public safety protection shall be provided by controlling and safely conveying the 100-year, 24-hour return frequency storm event such that flooding is not exacerbated.

(5) *Structural stormwater controls.* All structural stormwater management facilities shall be selected and designed using the appropriate criteria from the ~~Georgia Stormwater~~

~~Management Manual~~Stormwater Design Manual. All structural stormwater controls must be designed appropriately to meet their intended function. For other structural stormwater controls not included in the ~~Georgia Stormwater Management Manual~~Stormwater Design Manual, or for which pollutant removal rates have not been provided, the effectiveness and pollutant removal of the structural control must be documented through prior studies, literature reviews, or other means and receive approval from the city before being included in the design of a stormwater management system. In addition, if hydrologic or topographic conditions, or land use activities warrant greater control than that provided by the minimum control requirements, the city may impose additional requirements deemed necessary to protect upstream and downstream properties and aquatic resources from damage due to increased volume, frequency, and rate of stormwater runoff or increased nonpoint source pollution loads created on the site in question.

Applicants shall consult the ~~Georgia Stormwater Management Manual~~Stormwater Design Manual for guidance on the factors that determine site design feasibility when selecting and locating a structural stormwater control.

- (6) *Stormwater credits for nonstructural measures.* The use of one or more site design measures by the applicant may allow for a reduction in the water quality treatment volume required under subsection (c)(1). The applicant may, if approved by the city, take credit for the use of stormwater better site design practices and reduce the water quality volume requirement. For each potential credit, there is a minimum set of criteria and requirements which identify the conditions or circumstances under which the credit may be applied. The site design practices that qualify for this credit and the criteria and procedures for applying and calculating the credits are included in the ~~Georgia Stormwater Management Manual~~Stormwater Design Manual.
 - (7) *Drainage system guidelines.* Stormwater conveyance facilities, which may include but are not limited to culverts, stormwater drainage pipes, catch basins, drop inlets, junction boxes, headwalls, gutter, swales, channels, ditches, and energy dissipaters shall be provided when necessary for the protection of public right-of-way and private properties adjoining project sites and/or public right-of-ways. Stormwater conveyance facilities that are designed to carry runoff from more than one parcel, existing or proposed, shall meet the following requirements:
 - a. Methods to calculate stormwater flows shall be in accordance with the stormwater design manual;
 - b. All culverts, pipe systems and open channel flow systems shall be sized in accordance with the stormwater management plan using the methods included in the stormwater design manual; and
 - c. Design and construction of stormwater conveyance facilities shall be in accordance with the criteria and specifications found in the stormwater design manual.
 - (8) *Dam design guidelines.* Any land disturbing activity that involves a site which proposes a dam shall comply with the Georgia Safe Dams Act and Rules for Dam Safety as applicable.
- (d) *Reserved.*
- (e) *Construction inspections of post-development stormwater management system.*
- (1) *Inspections to ensure plan compliance during construction.* Periodic inspections of the stormwater management system construction shall be conducted by the staff of the

city or conducted and certified by a registered professional engineer licensed by the state. Construction inspections shall utilize the approved stormwater management plan for establishing compliance.

All inspections shall be documented with written reports that contain the following information:

- a. The date and location of the inspection;
- b. Whether construction is in compliance with the approved stormwater management plan;
- c. Variations from the approved construction specifications; and
- d. Any other variations or violations of the conditions of the approved stormwater management plan.

If any violations are found, the applicant shall be notified in writing of the nature of the violation and the required corrective actions.

- (2) *Final inspection and as built plans.* Upon completion of a project, and before a certificate of occupancy is issued, or final plat approved, the applicant is responsible for certifying that the completed project is in accordance with the approved stormwater management plan. All applicants are required to submit actual "as built" plans and hydrology studies for any stormwater management facilities, practices, and site improvements after final construction is completed. The plans and hydrology study must show the final design specifications for all stormwater management facilities and practices and must be certified by a professional engineer. The specific requirements for certification, and submitting the "as built" plans and hydrology studies (digital and paper copies) are kept on file in the office of the city engineer.

A final inspection and approval by the city is required before the release of any performance securities can occur.

(f) *Ongoing inspection and maintenance of stormwater facilities and practices.*

- (1) *Long-term maintenance inspection of stormwater facilities and practices.* Stormwater management facilities and practices included in a stormwater management plan which are subject to an inspection and maintenance agreement must undergo ongoing inspections to document maintenance and repair needs and ensure compliance with the requirements of the agreement, the plan and this ordinance.

A stormwater management facility or practice shall be inspected on a periodic basis by the responsible person in accordance with the approved inspection and maintenance agreement. In the event that the stormwater management facility has not been maintained and/or becomes a danger to public safety or public health, the city shall notify the person responsible for carrying out the maintenance plan by registered or certified mail to the person specified in the inspection and maintenance agreement. The notice shall specify the measures needed to comply with the agreement and the plan and shall specify the time within which such measures shall be completed. If the responsible person fails or refuses to meet the requirements of the inspection and maintenance agreement, the city may correct the violation as provided in subsection (f)(4).

Inspection programs by the city may be established on any reasonable basis, including but not limited to: routine inspections; random inspections; inspections based upon complaints or other notice of possible violations; and joint inspections with other

agencies inspecting under environmental or safety laws. Inspections may include, but are not limited to: reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in stormwater management facilities; and evaluating the condition of stormwater management facilities and practices.

- (2) *Right-of-entry for inspection.* The terms of the inspection and maintenance agreement shall provide for the city to enter the property at reasonable times and in a reasonable manner for the purpose of inspection. This includes the right to enter a property when it has a reasonable basis to believe that a violation of this ordinance is occurring or has occurred and to enter when necessary for abatement of a public nuisance or correction of a violation of this ordinance.
 - (3) *Records of maintenance activities.* Parties responsible for the operation and maintenance of a stormwater management facility shall provide records of all maintenance and repairs to the city.
 - (4) *Failure to maintain.* If a responsible person fails or refuses to meet the requirements of the inspection and maintenance agreement, the city, after 30 days written notice (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours notice shall be sufficient), may correct a violation of the design standards or maintenance requirements by performing the necessary work to place the facility or practice in proper working condition. The city may assess the owner(s) of the facility for the cost of repair work which shall be a lien on the property.
- (g) *Violations, enforcement and penalties.* Any action or inaction which violates the provisions of this ordinance or the requirements of an approved stormwater management plan or permit, may be subject to the enforcement actions outlined in this section. Any such action or inaction which is continuous with respect to time is deemed to be a public nuisance and may be abated by injunctive or other equitable relief. The imposition of any of the penalties described below shall not prevent such equitable relief. The imposition of any of the penalties described below shall not prevent such equitable relief.
- (1) *Notice of violation.* If the city determines that an applicant or other responsible person has failed to comply with the terms and conditions of a permit, an approved stormwater management plan or the provisions of this ordinance, it shall issue a written notice of violation to such applicant or other responsible person. Where a person is engaged in activity covered by this ordinance without having first secured a permit therefore, the notice of violation shall be served on the owner or the responsible person in charge of the activity being conducted on the site. The notice of violation shall contain:
 - a. The name and address of the owner or the applicant or the responsible person;
 - b. The address or other description of the site upon which the violation is occurring;
 - c. A statement specifying the nature of the violation;
 - d. A description of the remedial measures necessary to bring the action or inaction into compliance with the permit, the stormwater management plan or this ordinance and the date for the completion of such remedial action;
 - e. A statement of the penalty or penalties that may be assessed against the person to whom the notice of violation is directed; and
 - f. A court date if a citation/notice of violation is issued.

- (2) *Penalties.* In the event the remedial measures described in the notice of violation have not been completed by the date set forth for such completion in the notice of violation, any one or more of the following actions or penalties may be taken or assessed against the person to whom the notice of violation was directed. In the event the applicant or other responsible person fails to cure such violation after such notice and cure period, the city may take any one or more of the following actions or impose any one or more of the following penalties:
- a. *Stop work order.* The city may issue a stop work order which shall be served on the applicant or other responsible person. The stop work order shall remain in effect until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein, provided the stop work order may be withdrawn or modified to enable the applicant or other responsible person to take the necessary remedial measures to cure such violation or violations.
 - b. *Withhold certificate of occupancy.* The city may refuse to issue a certificate of occupancy for the building or other improvements constructed or being constructed on the site until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein.
 - c. *Suspension, revocation or modification of permit.* The city may suspend, revoke or modify the permit authorizing the land development project. A suspended, revoked or modified permit may be reinstated after the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein, provided such permit may be reinstated [upon such conditions as the city may deem necessary] to enable the applicant or other responsible person to take the necessary remedial measures to cure such violations.
 - d. *Penalties.* The city may issue a citation to the applicant or other responsible person for violations of this ordinance, requiring such person to appear in city municipal court to answer charges for such violation. Upon conviction, such person shall be punished by a fine not to exceed \$1,000.00 or imprisonment for 60 days or both. Each act of violation and each day upon which any violation shall occur shall constitute a separate offense.

Section 2. All ordinances or parts thereof which conflict with the provisions of this ordinance are, to the extent of such conflict and except as hereinafter provided, hereby repealed.

Section 3. Should any provision of this ordinance be declared invalid by a Court of competent jurisdiction, such decision shall not affect the validity of this ordinance as a whole or any provision thereof other than the provisions specifically declared to be invalid. The City Council declares that it would have passed this ordinance and each subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more subsections, sentences, clauses or phrases may be declared invalid.

Section 4. This ordinance shall be in full force and effect upon its official adoption by the City Council.

This _____ day of _____ 2016.

Vanessa Fleisch, Mayor

Attest: _____
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: Jonathan N. Rorie, City Manager

FROM: Betsy Tyler, Public Information Officer/City Clerk 

DATE: November 23, 2016

SUBJECT: Ordinance Amendment – Land Development Ordinance, Article VIII,
Requirements for Streets and Other Rights-of-Way

This is the second of three items related to the City's adoption of the 2016 Georgia Stormwater Management Manual. This amendment:

- References Peachtree City's Local Design Manual, which is being updated to reflect the new state standards
- Makes other housekeeping changes

AN ORDINANCE TO AMEND ARTICLE VIII, REQUIREMENTS FOR STREETS AND OTHER RIGHTS-OF-WAY, OF THE LAND DEVELOPMENT ORDINANCE OF PEACHTREE CITY, TO PROVIDE FOR PLAN SUBMISSION REQUIREMENTS, TO ESTABLISH DESIGN STANDARDS; 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 that:

Section 1. Article VIII, Sections 803 and 804, of the Peachtree City Land Development Ordinance, as amended, be further amended as follows:

Sec. 803. - Design/construction standards.

Unless otherwise specifically set forth herein, all of the design, materials, methods of construction and workmanship for street and drainage installation shall conform to or equal standards published by the city. ~~(Detachment 1—Design Standards)~~ in the Local Design Manual.

If no city-published standard exists, the design and construction shall conform to the latest specifications of the American Association of State Highway Transportation Officials and the Georgia Department of Transportation, which specifications, as amended, are hereby adopted by reference for the design, materials, methods of construction, and workmanship for which no city-published standard exists

(a) Access.

- (1) All entrances or exits of any public or private street or drive onto any state highway must be approved by the Georgia Department of Transportation prior to the issuance of final site plan approval.
- (2) Curb cuts on all nonresidential streets shall be located no less than 50 feet, measured from back of curb, from any intersection.
- (3) In all nonresidential zoning districts, curb cuts shall not be less than 40 feet apart, measured between back of curbs.
- (4) Curb cuts onto arterial and collector streets shall not be closer than 20 feet, measured from back of curb, to any property line in all zoning districts.
- (5) All curb cuts onto arterial roads must include a deceleration lane constructed to standards of the Georgia Department of Transportation.
- (6) No direct residential access (drive cuts) onto arterials and collector thoroughfares shall be allowed unless a variance is first granted by the city council of Peachtree City. A variance may be granted if all of the following requirements are met:
 - a. There are extraordinary exceptional, or peculiar conditions pertaining to the particular piece of land, structure or building in question which are not applicable to other lands, structures or buildings in the same district; and
 - b. The application of these regulations to a particular piece of property would create a practical difficulty or unnecessary hardship; and

- c. Relief, if granted, would not be injurious to the neighborhood or otherwise detrimental to the public welfare or impair the purposes and intent of these regulations; and
- d. A literal interpretation of this ordinance would deprive the applicant of any rights that others in the same district are afforded; or would deprive the applicant from access to their property; and
- e. The special conditions and circumstances are not a result of any actions of the applicant; and the applicant has demonstrated that there is no other way to access their property and
- f. That granting the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures or buildings in the same district.

(b) *Minimum right-of-way widths.*

- (1) Divided street or arterial highway—130 feet.
- (2) Community collector street—80 feet.
- (3) Village collector or neighborhood collector street—60 feet.
- (4) Industrial street—80 feet.
- (5) Reserved.
- (6) Commercial street—60 feet.
- (7) Residential street—50 feet.
- (8) Cul-de-sac right-of-way radius shall be the outside pavement radius plus ten feet. Culs-de-sac are required on all new construction that does not intersect with another city street. Temporary cul-de-sac must be provided, with adequate right-of-way delineated on final plat, if street is to continue to another phase of a development at a later date.

(c) *Design speed and grade.*

Street Type	Maximum Grade (percent)	Minimum Design Speed	Minimum Grade (percent)
Community and village collector street	6	45	1
Industrial/commercial street	6 (8)*	35	1
Neighborhood collector street	8 (10)*	30	1
Residential street	10 (12)*	25	1

* Allowed only where site topography does not allow flatter grades and only with approval of city engineer.

(d) *Minimum street paving widths.* Minimum street paving widths shall be measured from edge of pavement to edge of pavement and be as follows:

- (1) Divided street or arterial highway—48 feet of pavement (four lanes), with a minimum median width of 24 feet as measured from back of curb to back of curb.
- (2) Community collector street—32 feet, if two-lane, 48 feet if four-lane; with a minimum median width for divided street of 24 feet as measured from back of curb to back of curb.
- (3) Industrial street—32 feet.
- (4) Village collector street—28 feet.
- (5) Neighborhood collector—24 feet
- (6) Commercial street—28 feet.
- (7) Residential street—22 feet.
- (8) Residential cul-de-sac:
 - a. [A] 40-foot radius without an island.
 - b. [A] 50-foot radius with an island with a 20-foot minimum pavement width.
- (9) Commercial cul-de-sac:
 - a. [A] 50-foot radius without an island.
 - b. [A] 60-foot radius with an island with a 30-foot minimum pavement width.
 - c. One-way cul-de-sac, 60-foot radius with an island with a 22-foot pavement width.
- (10) Industrial cul-de-sac—60-foot radius with or without an island with a 30-foot minimum pavement width.

The official thoroughfare map delineating street classification in Peachtree City is on file in the office of the city engineer.

(e) *Alignment.*

- (1) *Connection.* Vertical arterial road profile grades shall be connected by vertical curves of a minimum length in accordance with the latest standards published by the American Association of State Highway and Transportation Officials. Further, in approaches to intersections, there shall be a suitable leveling of the street for a distance of not less than 50 feet from the edge of pavement of an existing street.
- (2) *Radii, curvature.* Horizontal minimum radii or centerline curvature shall be in accordance with the latest standards published by the American Association of State Highway and Transportation Officials.
- (3) *Visibility requirements.* Minimum horizontal and vertical sight distances shall be in accordance with the latest standards published by the American Association of State Highway and Transportation Officials.

Vertical distance measured between two points shall be based on height of eye at three and one-half feet above pavement level and height of object at one-half feet.

(f) *Other design requirements.*

- (1) *Curbs and gutter sections.* All new public streets constructed within the city limits of Peachtree City shall have vertical curbs and gutters constructed in accordance with standards adopted by the city.
- (2) *Traffic control devices.* If the traffic [to] be generated by a use within a nonresidential district will necessitate traffic control devices to ensure public safety, the developer shall install such devices as are necessary to move the traffic generated by the development. This determination shall be made by the city engineer based upon standard traffic planning procedures of the Institute of Traffic Engineers, using traffic warrants of the Federal Highway Administration and the State Department of Transportation.
- (3) *Drainage system.* The drainage system design standards for Peachtree City are reflected in the latest edition of the Georgia Stormwater Management Manual and the latest edition of the Local Design Manual, both of which are on file in the office of the city engineer.
- (4) *Street cuts.* All street cuts shall be constructed in accordance with standards adopted by Peachtree City. If no city-published standard exists, the work shall conform to the latest specifications of the Georgia Department of Transportation, which specifications, as amended, are hereby adopted by reference for those materials, methods of construction, and workmanship for which no city-published standard exists.
- (5) *Private streets.* As of January 3, 2008, the city shall not approve the construction of private streets in any single-family detached residential subdivision.

The city recognizes there are existing private streets which were lawful prior to the adoption of this ordinance and were approved and constructed in accordance with the ordinances in place at that time. Such streets are declared by this ordinance to be legal nonconforming streets.

A listing of all private streets is included in the city's thoroughfare plan kept on file with the city engineer.

The city acknowledges the importance of maintaining these streets. However, the city shall not consider accepting and maintaining existing private streets until all persons having an interest in such streets have submitted a request for the city to accept the same, and all requirements of this ordinance regarding the specifications for such streets have been met.

(6) *Procedure for changing street names.*

- a. An application requesting a street name change shall be submitted to the community development director, and shall contain the following:
 1. A written petition in support of the proposed change bearing the signatures of at least 51 percent of the property owners fronting on the street. The property owners who sign the petition must own at least 51 percent of the linear street frontage on both sides of the street right-of-way.
 2. The existing street name and the proposed street name.
 3. The reason for proposing a street name change.
 4. A map clearly showing the street for which a name change is proposed.
 5. A \$250.00 filing fee.

- b. An application shall be processed as follows:
1. The proposed new street name shall be checked by the city staff to ensure it does not duplicate or closely approximate another street name within the city. City staff shall also notify the Fayette County E911 Dispatch Office to ensure the proposed street name is not duplicated elsewhere in Fayette County.
 2. The community development director shall schedule a public hearing on the application before the city council.
 3. The community development director shall notify all property owners who have property fronting on the street of the nature of the request, and the date, time, and place of the public hearing. This notice shall be by regular mail. Mailing addresses shall be based on current tax records available to the staff. The postmaster shall also be notified of the public hearing by regular mail. All required notices shall be mailed at least 15 days prior to the public hearing.
 4. Legal notice of the nature of the request, and the date, time, and place of the public hearing shall be published in the official organ of the city at least 15 days prior to the date of the public hearing.
 5. The community development director shall prepare recommendations and comments on the proposed street name change. These recommendations and comments shall be based on staff review, and shall be forwarded to the city council prior to the public hearing.
 6. The city council shall make a decision on the proposed street name change after the required public hearing.
- c. Applications affecting the same street or portion thereof shall not be submitted more than once every two years.
- d. It is the general policy of the city that no public facility, including streets, be named in honor or memory of any person, living or deceased. Exceptions can be made, if an individual or group make a significant contribution, monetarily or otherwise, to the city.
- e. A request for a street name change can be submitted by the city itself. The processing procedure specified in paragraph (7)b. (above) shall apply and the application shall include the following:
1. The existing street name and the proposed street name.
 2. The reason for proposing a street name change.
 3. A map clearly showing the street for which a name change is proposed.
- (7) *Street name signs.* The city's standard street name signs shall be white lettering placed on a brown background. The lettering shall be a minimum of six inches high, placed on an eight-inch by 36-inch ~~fiberglass-reinforced-plastic~~ aluminum backing a minimum of 1/8 -inch thick. The sign shall be mounted to a brown two inch square hollow steel post at least seven feet from grade (Detail in ~~Detachment 1—Design Standards~~ Local Design Manual). The sign shall also be manufactured and installed to meet the latest standards and specifications in the Manual on Uniform Traffic Control Devices.

All other signs placed in the city's right-of-way shall also meet the standards and specification of the Manual on Uniform Traffic Control Devices.

(8) *Street resurfacing.*

- a. All work shall be in conformance with the Georgia Department of Transportation Standard Specifications for Construction of Transportation Systems, latest edition, and all city requirements.
- b. All weak areas shall be repaired with the proper patches and proper leveling.
- c. The surface to be overlaid shall be thoroughly cleaned and all debris removed.
- d. A tack coat of asphalt (AC-10 or AC-20) shall be applied to the entire surface to be overlaid.
- e. The minimum overlay thickness shall be 1 1/8 -inch of type F asphaltic concrete/9.5mm Superpave asphaltic concrete. For lifts over two inches, type E/12.5 mm Superpave asphaltic concrete shall be used. The maximum lift thickness shall be two inches. However, the final surface wearing course must be the smoother Type F asphaltic concrete/9.5mm Superpave asphaltic concrete.
- f. Prior to placing the overlay, a leveling course of sand-asphalt shall be used where necessary.
- g. The city will evaluate the existing pavement conditions and determine the overlay thickness using the methods in the Asphalt Institute's manual, "Asphalt Overlays for Highway and Street Rehabilitation." For all streets other than residential, actual traffic counts will be obtained and coring or other acceptable methods of obtaining the actual existing pavement thickness will be utilized. In no case shall an overlay thickness be less than one inch.

(9) *Bridge and tunnel specifications.*

- (a) *Vehicular bridges.* All vehicular bridges shall be designed in accordance with the latest Standard Specifications for Highway Bridges of the American Association of State Highway and Transportation Officials and shall be a fully engineered bridge of steel or concrete. The minimum travel lane width shall be 11 feet for residential streets and 12 feet for all other road classifications. Traffic or pedestrian railings shall be a minimum of two feet from the travel lane and be of concrete construction. multi-use
- (b) *Multi-use bridges and tunnels.* All multi-use bridges shall be a fully engineered bridge of steel and/or concrete design, unless alternate material is approved by the city engineer and city council. The minimum deck width shall be 12 feet, unless a wider width is required by the city engineer for emergency vehicle access. The multi-use bridge shall be designed for a H-10 loading plus 30 percent impact. Railing shall be of concrete or self-weathering steel unless alternate material is approved by the city engineer and city council.

All multi-use path tunnels shall be a fully engineered structure of reinforced concrete or aluminum, unless alternate material is approved by the city engineer and city council. The minimum width shall be 14 feet and the minimum vertical clearance shall be eight feet unless more is required by the city engineer for emergency vehicle access.

- (10) *Traffic control signage and pavement markings.* All streets shall have all necessary signs installed prior to acceptance as a city street. The signs shall be an aluminum backed sign a minimum of 1/8 -inch thick, designed and installed as specified in

the Manual on Uniform Traffic Control Devices, latest edition, published by the Federal Highway Administration. The signs shall be mounted to a two by two inch square, perforated, break-away assembly, powder coated brown, at least seven feet from grade, unless other mounting height approved by the City (Detail in Detachment 1—Design Standards Local Design Manual). The specifications and location of these signs shall be shown on the construction drawings submitted to the city.

All streets shall have the necessary pavement markings installed prior to acceptance as a city street. These markings shall be designed and installed in conformance with the Manual on Uniform Traffic Control Devices, latest edition, published by the Federal Highway Administration and applicable Georgia Department of Transportation standards and specifications. The specifications and pavement markings shall be shown on the construction drawings submitted to the city.

Sec. 804. - Multi-use path design standards.

When required by the planning commission, multi-use paths shall be installed by the developer and shall comply to the following standards:

- (a) The alignment of the path shall conform to the general plan for the area or as directed by the planning commission. The path shall be located a minimum of four feet from any property line except where located on an easement for access to a street or where unique topographical features warrant such location. Such locations must be noted on the preliminary plat.
- (b) All new multi-use paths shall be constructed at a minimum of ten feet in width, and shall be constructed of two-inch 9.5 mm Superpave asphalt over a four-inch compacted, aggregate base. The aggregate base shall extend a minimum of 24-36 inches on either side of the multi-use path. A clearance zone measuring four feet in width x eight feet four inches in height shall be provided and maintained as measured from the edge of the path (A detail of these path standards is found within Attachment 1, Design Standards Local Design Manual).
- (c) Where existing ground conditions require cross drainage under paths, the pipe size and alignment of the culverts shall be directed by the city engineer.
- (d) After the paving is complete, the paths shall be inspected by the city engineer and any defects noted and the developer so notified of the deficiencies. Grassing and backfilling the edges of the path shall be included within the specifications.
- (e) Easements for multi-use paths shall be 20 feet in width as a minimum.
- (f) In all new residential subdivisions where a multi-use path is located between two platted lots, a city-owned greenbelt of no less than 50 feet in width shall be provided and deeded to the city as a part of the final plat process. Clearing and grading within the greenbelt shall be kept to the absolute minimum necessary to accommodate construction of the path.

Section 2. All ordinances or parts thereof which conflict with the provisions of this ordinance are, to the extent of such conflict and except as hereinafter provided, hereby repealed.

Section 3. Should any provision of this ordinance be declared invalid by a Court of competent jurisdiction, such decision shall not affect the validity of this ordinance as a whole or any provision thereof other than the provisions specifically declared to be invalid. The City Council declares that it would have passed this ordinance and each subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more subsections, sentences, clauses or phrases may be declared invalid.

Section 4. This ordinance shall be in full force and effect upon its official adoption by the City Council.

This _____ day of _____ 2016.

Vanessa Fleisch, Mayor

Attest: _____
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: Jonathan N. Rorie, City Manager

FROM: Betsy Tyler, Public Information Officer/City Clerk

DATE: November 23, 2016

SUBJECT: Adopt Revised Local Design Manual (Stormwater)



This is the final of three items related to the City's adoption of the 2016 Georgia Stormwater Management Manual. This amendment:

- Adopts revisions to Peachtree City's Local Design Manual, which has been updated to reflect the new state standards

CITY OF PEACHTREE CITY
INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jonathan Rorie, City Manager 

FROM: Paul J. Salvatore, Financial Services Director 

DATE: November 23, 2016

SUBJECT: Consider Resolution for Master Equipment Lease
December 1, 2016, City Council Meeting

Recommendation

Adopt the attached resolution accepting the proposal from Banc of America Public Capital Corp. to provide financing of capital equipment listed in the city's 5-year capital plan.

Discussion:

Requests for proposals were sent out to numerous financial institutions known to provide multi-year funding solutions (master lease agreements) for financing the acquisition of capital equipment. Proposals were received from four different banks and a summary of their proposals is also attached. The proposals are actually formulas used to calculate interest rates and the rates shown on the summary form are based on the formula results for a point in time when the bids were due. Future rates will vary based on changes in the indexes used in the formulas.

Based on analysis of these formulas by the city's financial adviser, Todd Barnes of Raymond James & Associates, Banc of America Public Capital Corp. offered the most favorable formula and terms. Therefore, staff recommends acceptance of their proposal, which is also attached to this memo.

Budget Impact

N/A

A RESOLUTION AUTHORIZING PEACHTREE CITY (THE "LESSEE") TO ACCEPT THE PROPOSAL OF BANC OF AMERICA PUBLIC CAPITAL CORP. TO PROVIDE EQUIPMENT FINANCING FOR THE BENEFIT OF PEACHTREE CITY, GEORGIA AND FOR THE LESSEE TO ENTER INTO A MASTER LEASE-PURCHASE AGREEMENT (THE "LEASE") WITH THE PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION (THE "LESSOR"), PROVIDING FOR THE TERMS AND CONDITIONS UNDER WHICH EQUIPMENT WILL BE LEASED TO PEACHTREE CITY AND WHICH LEASE WILL BE ASSIGNED PURSUANT TO AN ABSOLUTE ASSIGNMENT AGREEMENT TO BANC OF AMERICA PUBLIC CAPITAL CORP. OR AN AFFILIATE OR SUBSIDIARY THEREOF; AND FOR OTHER PURPOSES.

WHEREAS, the governing body of Lessee has determined that a true and very real need exists for the acquisition of public safety, public services and administrative/financial/technical services equipment, and in connection therewith, the Lessee solicited bids for the leasing of various public safety, public services and administrative/financial services equipment (the "Equipment") pursuant to an Equipment Master Lease Term Sheet distributed on November 11, 2016; and

WHEREAS, the governing body of Lessee has taken the necessary steps, including any legal bidding requirements, under applicable law to arrange for the acquisition of such Equipment and the financing of such Equipment through a lease;

WHEREAS, staff of the Lessee have reviewed the bids and have recommended to the Peachtree City Governmental Finance Corporation (the "Corporation") and to the Council of Peachtree City to accept the bid (the "Proposal") of Banc of America Public Capital Corp. (the "Bank") as it provides the most favorable leasing terms to the Lessee, a copy of which Proposal is attached hereto as Exhibit "A";

WHEREAS, the Lessee desires to accept the proposal of the Bank and to authorize the staff to proceed to finalize the Lease, whereby the Equipment will be leased by the Corporation to the Lessee, and an Absolute Assignment Agreement, pursuant to which the Corporation's interest in the Lease will be assigned to the Bank or its subsidiary or affiliate; and

WHEREAS, it is found that the Equipment, and the leasing thereof, is essential to the governmental functions of the Lessee; and

WHEREAS, pursuant to the Proposal, the Lessee will enter into equipment schedules from time to time to fund the purchases of the Equipment in each of fiscal years 2017, 2018, 2019 and 2020 in a principal amount not to exceed \$7,250,000 (collectively, the "Schedules"), which Equipment will be described more specifically in the Schedules as appropriate and necessary to the functions of the Lessee;

WHEREAS, the interest rate applicable to each Schedule will be determined at the time of execution of the respective Schedule; and

NOW, THEREFORE, BE IT RESOLVED by the governing body of Lessee that the acceptance of the Proposal and the finalizing of the terms of the Lease and the Absolute

Assignment Agreement and such other documents and certificates necessary and incidental thereto (the "Financing Documents") by the staff of the Lessee, subject to the review and approval of legal counsel, are hereby authorized and approved.

BE IT FURTHER RESOLVED by the governing body of Lessee that the Lease shall be in accordance with the Proposal of the Bank, and that the amount financed through the Lease and evidenced by the Schedules shall not exceed \$7,250,000, the annual interest rate (in the absence of default or change in tax status) for the immediately succeeding 12 months shall be calculated in accordance with a formula based on the 3-Year Bloomberg Interest Rate Swap Index and the 4-Year Bloomberg Interest Rate Swap Index, as follows: (a) with respect to bank qualified Schedules: for 5-year Schedules – (3-Year Swap Rate x 65%) plus .7062% and for 7-year Schedules – (4-Year Swap Rate x 65%) plus .7492%, and (b) with respect to non-bank qualified Schedules: for 5-year Schedules – (3-Year Swap Rate x 65%) plus .6827% and for 7-year Schedules – (4-Year Swap Rate x 65%) plus .7822%. Any Schedule may be prepaid in whole on any payment date after half the term of the respective Schedule has elapsed. Consistent with such terms set forth in this paragraph, the Schedules shall bear interest and be subject to prepayment as set forth in the Schedules. After 12 months after the date of the Lease, the Bank, at its option, may change the formula pursuant to which the interest rate for any Schedule entered into after such date is calculated.

BE IT FURTHER RESOLVED by the governing body of Lessee that the Lessee's obligations under the Schedules shall be subject to annual appropriation or renewal by the City Council as set forth in the Lease and each Schedule and the Lessee's obligations under the Schedules shall not constitute a general obligation of the Lessee or indebtedness under the Constitution of the State of Georgia.

BE IT FURTHER RESOLVED by the governing body of Lessee that the Lessee anticipates that the Lessee may pay certain capital expenditures in connection with the Equipment prior to receipt of the lease purchase proceeds under the Lease for the Equipment. The Lessee hereby sets forth its intent to reimburse such capital expenditures for the Equipment with the lease purchase proceeds.

BE IT FURTHER RESOLVED by the governing body of Lessee that the Lease and all Financing Documents shall be consistent with this resolution and the terms of the Bank's Proposal.

BE IT FURTHER RESOLVED by the governing body of Lessee that all prior actions of officers of the Lessee in furtherance of the purposes of this resolution are hereby ratified approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of such conflict. This resolution shall take effect immediately.

RESOLVED this December 1, 2016.

PEACHTREE CITY, GEORGIA

Mayor

Council member

Council member

Council member

Council member

ATTEST:

City Clerk

(SEAL)

EXHIBIT A

(Attached)

Peachtree City, Georgia
Equipment Master Lease
Summary of Bank Proposals
11/21/2016

<u>Bank</u>	Example 5-Year BQ Rate	Example 5-Year Non-BQ Rate	Example 7-Year BQ Rate	Example 7-Year Non-BQ Rate	Prepayment Provisions	<u>Fees</u>
Banc of America Public Capital Corp.	1.6487%	1.6252%	1.8022%	1.8352%	At par on any payment date after half the term has elapsed	None
PNC Equipment Finance	1.6600%	1.7100%	2.0600%	2.1500%	After 2 years; Principal balance + 3% premium.	Unused Capital Fee each Dec. 1st of 0.20% of undrawn balance.
SunTrust Equipment Finance & Leasing Corp.	1.7500%	1.7500%	1.8700%	1.8700%	In whole any payment date + 3% in year 1; 2% in year 2; 1% in year 3; par thereafter	Documentation Fee of \$250.
Whitney Bank Equipment Finance, LLC	2.3320%	2.4350%	2.5770%	2.6910%	After 1 year; Principal balance + 3%.	\$4,000 legal fee at first draw; \$750 legal fee at each draw.

Notes:

¹ Example rates are as of November 18, 2016.

² See bank term sheets for rate index and formula.

Charles T. Maguire
Senior Vice President
Government Equipment Finance

Banc of America Public Capital Corp
VA2-300-18-02
1111 E. Main Street, 18th Floor
Richmond, VA 23219
Email: charles.maguire@bamf.com
Tel: (804) 788-3345
Fax: (804) 262-8344

November 16, 2016

Peachtree City
Paul Salvatore
Finance Director

Dear Mr. Salvatore:

Banc of America Public Capital Corp ("BAPCC") on behalf of Bank of America, N.A. is pleased to submit to you ("Lessee") the lease financing proposal (the "Proposed Transaction") described in the attached Summary of Terms and Conditions (the "Term Sheet").

This letter and the Term Sheet (collectively, the "Proposal" or "Proposal Letter") include only a brief description of the principal terms of the Proposed Transaction, and are intended for discussion purposes only. This Proposal Letter is not intended to and does not create any binding legal obligation on the part of either party. THIS PROPOSAL LETTER IS NOT, AND IS NOT TO BE CONSTRUED AS, A COMMITMENT OR OFFER BY BAPCC OR ANY RELATED ENTITY TO ENTER INTO THE PROPOSED TRANSACTION. BAPCC will not be obligated to provide any financing until the satisfactory completion of its credit, legal and investment approval process. The terms and conditions of this Proposal Letter shall be superseded by and shall no longer be effective upon the execution and delivery of final legal documentation with respect to this Proposed Transaction.

This Proposal must be accepted on or before **November 28, 2016** in order for BAPCC to proceed with its consideration of the Proposed Transaction. To accept this proposal, please sign the enclosed copy of this letter and return it to:

Banc of America Public Capital Corp
1111 E. Main Street, 18th Floor
Richmond, VA 23832
P - 804-788-3345
F - 804-788-3432

We appreciate this opportunity to present Bank of America.

Very truly yours,
BANC OF AMERICA PUBLIC CAPITAL CORP

Charles T. Maguire

Charles T. Maguire
Senior Vice President

"Bank of America Merrill Lynch" is the marketing name for the global banking and global markets businesses of Bank of America Corporation. Lending, derivatives, leasing, equipment finance, and other commercial banking activities are performed globally by banking affiliates of Bank of America Corporation, including Bank of America, N.A., Member FDIC. Securities, strategic advisory, and other investment banking activities are performed globally by investment banking affiliates of Bank of America Corporation ("Investment Banking Affiliates"), including, in the United States, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Merrill Lynch Professional Clearing Corp., both of which are registered broker-dealers and Members of [SIPC](#), and, in other jurisdictions, by locally registered entities. Merrill Lynch, Pierce, Fenner & Smith Incorporated and Merrill Lynch Professional Clearing Corp. are registered as futures commission merchants with the CFTC and are members of the NFA. BAPCC is not a municipal advisor and is not subject to the fiduciary duty established in Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended, with respect to any municipal financial product or issuance of municipal securities. The information provided in this document is not intended to be and should not be construed as "advice" with the meaning Section 15B of the Securities Exchange Act of 1934 and the municipal advisor rules of the SEC. Investment products offered by Investment Banking Affiliates: Are Not FDIC Insured • May Lose Value • Are Not Bank Guaranteed. ©2016 Bank of America Corporation

Page 2

The undersigned, by its authorized representative below, accepts the above proposal, agrees to furnish Lessor, its successors and assigns, any information relating to the business or financial condition of Lessee or its affiliates, and authorizes Lessor, Bank of America N.A. and their affiliates to disclose to, discuss with and distribute such information (and any information they may already have) to any other affiliates or proposed assignees or successors of Lessor.

Peachtree City, GA

By: _____

Title: _____

Date: _____

This proposal is submitted in response to your request for Tax-Exempt Master Lease Purchase financing. The contents of this proposal and any subsequent discussions between us, including any and all information, recommendations, opinions, indicative pricing, quotations and analysis with respect to any municipal financial product or issuance of municipal securities, are provided to you in reliance upon the exemption provided for responses to requests for proposals or qualifications under the municipal advisor rules (the "Rules") of the Securities and Exchange Commission (240 CFR 15Ba1-1 et seq.).

The Staff of the SEC's Office of Municipal Securities has issued guidance which provides that, in order for a request for proposals to be consistent with this exemption, it must (a) identify a particular objective, (b) be open for not more than a reasonable period of time (up to six months being generally considered as reasonable), and (c) involve a competitive process (such as by being provided to at least three reasonably competitive market participants) or by being publicly posted to your official website. In submitting this proposal, we have relied upon your compliance with this guidance.

In submitting this proposal, we are not undertaking to act as a "municipal advisor" to you or any other person within the meaning of the Rules. In connection with this proposal and the transactions described herein, we are not subject to, and we hereby disclaim, any fiduciary duty to you or to any other person. We understand that you will consult with and rely on the advice of your own municipal, financial, tax, legal and other advisors as and to the extent you deem necessary in connection with your evaluation of this proposal and the transactions described herein.

The transaction described in this document is an arm's length, commercial transaction between you and Banc of America Public Capital Corp or one of its subsidiaries or affiliates (collectively, "BAPCC") in which: (i) BAPCC is acting solely as a principal (i.e., as a lender or lessor) and for its own interest; (ii) BAPCC is not acting as a municipal advisor or financial advisor to you; (iii) BAPCC has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to this transaction and the discussions, undertakings and procedures leading thereto (irrespective of whether BAPCC or any of its affiliates has provided other services or is currently providing other services to you on other matters); (iv) the only obligations BAPCC has to you with respect to this transaction are set forth in the definitive transaction agreements between us; and (v) BAPCC is not recommending that you take an action with respect to the transaction described in this document, and before taking any action with respect to the this transaction, you should discuss the information contained herein with your own legal, accounting, tax, financial and other advisors, as you deem appropriate. If you would like a municipal advisor in this transaction that has legal fiduciary duties to you, you are free to engage a municipal advisor to serve in that capacity.

SUMMARY OF TERMS AND CONDITIONS

Date: November 16, 2016

Lessee: Peachtree City, GA

Lessor: Banc of America Public Capital Corp ("BAPCC") or its assignee or designee ("Lessor")

Equipment: Miscellaneous essential use assets per RFP.

Security: BAPCC will have a security interest in the Equipment.

Structure: The Lease will be structured as either a **BANK QUALIFIED OR NON-BANK QUALIFIED TAX-EXEMPT** transaction. This is a lease intended as secured transaction; all tax benefits will remain with Lessee; the lease will be a net financial lease, and all expenses, including (but not limited to) insurance, maintenance, and taxes, will be for the account of Lessee.

Term: 5 and 7 years.

Availability: The proposed line of credit will be in place for one (1) year, but may be extended for three (3) one (1) year extensions subject to mutual agreement.

Maximum Funding: We are proposing a maximum funding of **\$6,792,722** broken down into annual commitments as follows:

2017	\$ 968,200
2018	\$1,476,650
2019	\$2,227,780
2020	\$2,210,722

Rate:

5 years:	BQ – 1.6487%	NBQ – 1.6252%
7 years:	BQ – 1.8022 %	NBQ – 1.8352%

Index: Any fundings after November 16, 2016 will be based on the appropriate formula below. Please note these do not include a rate lock premium and will be set up to 3 days before any closing:

Bank Qualified Indexing Based on 11/16/16 Bloomberg Interest Rate Swaps Index (Market Open):

Lease Term	Payment Mode	Index Term (Avg Life)	Index Rate	xPercentage of Index	+Spread	=Equipment Lease Rate
5YRS	Quarterly Arrears	3YRS	1.45%	65%	0.7062%	1.6487%
7YRS	Quarterly Arrears	4YRS	1.62%	65%	0.7492%	1.8022%

Non-Bank Qualified Indexing Based on 11/16/16 Bloomberg Interest Rate Swaps Index (Market Open):

Lease Term	Payment Mode	Index Term (Avg Life)	Index Rate	xPercentage of Index	+Spread	=Equipment Lease Rate
5YRS	Quarterly Arrears	3YRS	1.45%	65%	0.6827%	1.6252%
7YRS	Quarterly Arrears	4YRS	1.62%	65%	0.7822%	1.8352%

* Bloomberg Interest Rate Swap is as of November 16, 2016. Note Indicative rates will be held for 15 days from the date of the Index Rate, after which time will be readjusted based on the formula above.

Index: The above Formula will be held for one year and subject to review on an annual basis.

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Payments: Payments will be in accordance with the attached amortization schedule. Please note if alternative payment frequencies (i.e. quarterly, semiannual or annual) or changes to the principal amounts due on each payment date are requested, this may be accommodated but any changes to the average life may also impact the rate quoted herein.

Insurance: Lessee may be required to provide, at its expense, casualty insurance (with such deductibles as Lessor may approve) Lessor has the ability, if necessary, to obtain and provide any insurance certificate required.

Prepayment: Pre-payable in whole on any payment date at par after half the term has lapsed.

**Governmental
Entity Lease:**

The Base Rent installments are calculated on the assumptions, and Lessee will represent, that Lessee is a state or political subdivision of a state within the meaning of Section 103(c) of the Internal Revenue Code (the "Code"), that this transaction will constitute an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code. Lessee shall provide Lessor with such evidence as Lessor may request to substantiate and maintain such tax status.

Lessee will indemnify Lessor only as to the actions or omissions of the lessee, on an after-tax basis, against any loss of Federal income tax exemption of the interest portion of the rentals and against any penalties and interest imposed by the Internal Revenue Service on Lessor in connection therewith on a lump-sum basis.

Non-Appropriation

Termination: Lessee affirms that funds are available for the current fiscal year and reasonably believes that sufficient funds can be obtained to make all rental payments during each subsequent fiscal year. Lessee will regularly budget for and otherwise use its best efforts to obtain funds for the continuation of the rentals in this transaction.

Expenses: Lessee and Lessor will each be responsible for its own expenses incurred in connection with the preparation, negotiation and closing of the lease documentation. There are no other fees or costs associated with this transaction.

Escrow

Account: *Lessee may deposit*, subject to compliance with applicable regulations under the Internal Revenue Code, including, but not limited to arbitrage regulations, the proceeds of the Lease in an escrow acceptable to Lessor, and disbursements made therefrom to pay for the Project upon the execution and delivery of an acceptance certificate (and related documents) by Lessee and approved by Lessor.

Documents: Lease documents in form and substance satisfactory to Lessor and its local counsel must be executed and delivered. If Lessor requests, Lessee will also furnish duly executed landlord and mortgage waivers and supporting information. Lessee will also provide board resolutions, incumbency certificates and other documentation required by Lessor.

Market

Disruption: Notwithstanding anything contained herein to the contrary, in the event any material change shall occur in the financial markets after the date of this Proposal Letter, including but not limited to any governmental action or other event which materially adversely affects the extension of credit by banks, leasing companies or other lending institutions, the Lessor may modify the indicative pricing described above.

Private

Placement: The proposed transaction is a private placement that will not require (i) any additional public ongoing disclosure requirements, (ii) any additional public offering document generation requirements, or (iii) any underwriting or related fees.

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USA Patriot Act**Compliance:**

The Lessee acknowledges that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Patriot Act"), the Lessor is required to obtain, verify and record information that identifies the Lessee, which information includes the name and address of the Lessee and other information that will allow the Lessor to identify the Lessee in accordance with the Patriot Act.

Credit Due**Diligence:**

Lessor has reviewed and is prepared to proceed with this transaction subject to final sign-off's and satisfactory documentation.

5-YR BQ Lease Amortizations:

date	funding	payment	interest	principal	balance
-----	-----	-----	-----	-----	-----
12/30/2016	\$ 1,000,000.00				\$ 1,000,000.00
3/30/2017		\$ 52,192.11	\$ 4,121.77	\$ 48,070.34	\$ 951,929.66
6/30/2017		\$ 52,192.11	\$ 3,923.63	\$ 48,268.48	\$ 903,661.18
9/30/2017		\$ 52,192.11	\$ 3,724.68	\$ 48,467.43	\$ 855,193.75
12/30/2017		\$ 52,192.11	\$ 3,524.91	\$ 48,667.20	\$ 806,526.55
3/30/2018		\$ 52,192.11	\$ 3,324.31	\$ 48,867.80	\$ 757,658.75
6/30/2018		\$ 52,192.11	\$ 3,122.89	\$ 49,069.22	\$ 708,589.53
9/30/2018		\$ 52,192.11	\$ 2,920.64	\$ 49,271.47	\$ 659,318.06
12/30/2018		\$ 52,192.11	\$ 2,717.55	\$ 49,474.56	\$ 609,843.51
3/30/2019		\$ 52,192.11	\$ 2,513.63	\$ 49,678.48	\$ 560,165.03
6/30/2019		\$ 52,192.11	\$ 2,308.87	\$ 49,883.24	\$ 510,281.79
9/30/2019		\$ 52,192.11	\$ 2,103.26	\$ 50,088.85	\$ 460,192.94
12/30/2019		\$ 52,192.11	\$ 1,896.81	\$ 50,295.30	\$ 409,897.64
3/30/2020		\$ 52,192.11	\$ 1,689.50	\$ 50,502.61	\$ 359,395.03
6/30/2020		\$ 52,192.11	\$ 1,481.34	\$ 50,710.77	\$ 308,684.26
9/30/2020		\$ 52,192.11	\$ 1,272.32	\$ 50,919.79	\$ 257,764.48
12/30/2020		\$ 52,192.11	\$ 1,062.44	\$ 51,129.67	\$ 206,634.81
3/30/2021		\$ 52,192.11	\$ 851.70	\$ 51,340.41	\$ 155,294.40
6/30/2021		\$ 52,192.11	\$ 640.09	\$ 51,552.02	\$ 103,742.38
9/30/2021		\$ 52,192.11	\$ 427.60	\$ 51,764.51	\$ 51,977.87
12/30/2021		\$ 52,192.11	\$ 214.24	\$ 51,977.87	\$ (0.00)
	-----	-----	-----	-----	
	\$ 1,000,000.00	\$ 1,043,842.20	\$ 43,842.20	\$ 1,000,000.00	

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5-YR NBQ Lease Amortizations:

date	funding	payment	interest	principal	balance
-----	-----	-----	-----	-----	-----
12/30/2016	\$ 1,000,000.00				\$ 1,000,000.00
3/30/2017		\$ 52,160.46	\$ 4,063.00	\$ 48,097.46	\$ 951,902.54
6/30/2017		\$ 52,160.46	\$ 3,867.58	\$ 48,292.88	\$ 903,609.66
9/30/2017		\$ 52,160.46	\$ 3,671.36	\$ 48,489.10	\$ 855,120.56
12/30/2017		\$ 52,160.46	\$ 3,474.35	\$ 48,686.11	\$ 806,434.45
3/30/2018		\$ 52,160.46	\$ 3,276.54	\$ 48,883.92	\$ 757,550.54
6/30/2018		\$ 52,160.46	\$ 3,077.93	\$ 49,082.53	\$ 708,468.00
9/30/2018		\$ 52,160.46	\$ 2,878.50	\$ 49,281.96	\$ 659,186.05
12/30/2018		\$ 52,160.46	\$ 2,678.27	\$ 49,482.19	\$ 609,703.86
3/30/2019		\$ 52,160.46	\$ 2,477.23	\$ 49,683.23	\$ 560,020.63
6/30/2019		\$ 52,160.46	\$ 2,275.36	\$ 49,885.10	\$ 510,135.53
9/30/2019		\$ 52,160.46	\$ 2,072.68	\$ 50,087.78	\$ 460,047.75
12/30/2019		\$ 52,160.46	\$ 1,869.17	\$ 50,291.29	\$ 409,756.46
3/30/2020		\$ 52,160.46	\$ 1,664.84	\$ 50,495.62	\$ 359,260.84
6/30/2020		\$ 52,160.46	\$ 1,459.68	\$ 50,700.78	\$ 308,560.06
9/30/2020		\$ 52,160.46	\$ 1,253.68	\$ 50,906.78	\$ 257,653.28
12/30/2020		\$ 52,160.46	\$ 1,046.84	\$ 51,113.62	\$ 206,539.66
3/30/2021		\$ 52,160.46	\$ 839.17	\$ 51,321.29	\$ 155,218.37
6/30/2021		\$ 52,160.46	\$ 630.65	\$ 51,529.81	\$ 103,688.56
9/30/2021		\$ 52,160.46	\$ 421.29	\$ 51,739.17	\$ 51,949.39
12/30/2021		\$ 52,160.46	\$ 211.07	\$ 51,949.39	\$ 0.00
	-----	-----	-----	-----	
	\$ 1,000,000.00	\$ 1,043,209.20	\$ 43,209.20	\$ 1,000,000.00	

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7-YR BQ Lease Amortizations:

date	funding	payment	interest	principal	balance
-----	-----	-----	-----	-----	-----
12/30/2016	\$ 1,000,000.00				\$ 1,000,000.00
3/30/2017		\$ 38,094.70	\$ 4,505.54	\$ 33,589.16	\$ 966,410.84
6/30/2017		\$ 38,094.70	\$ 4,354.20	\$ 33,740.50	\$ 932,670.35
9/30/2017		\$ 38,094.70	\$ 4,202.19	\$ 33,892.51	\$ 898,777.83
12/30/2017		\$ 38,094.70	\$ 4,049.48	\$ 34,045.22	\$ 864,732.61
3/30/2018		\$ 38,094.70	\$ 3,896.09	\$ 34,198.61	\$ 830,534.00
6/30/2018		\$ 38,094.70	\$ 3,742.01	\$ 34,352.69	\$ 796,181.31
9/30/2018		\$ 38,094.70	\$ 3,587.23	\$ 34,507.47	\$ 761,673.84
12/30/2018		\$ 38,094.70	\$ 3,431.75	\$ 34,662.95	\$ 727,010.89
3/30/2019		\$ 38,094.70	\$ 3,275.58	\$ 34,819.12	\$ 692,191.77
6/30/2019		\$ 38,094.70	\$ 3,118.70	\$ 34,976.00	\$ 657,215.77
9/30/2019		\$ 38,094.70	\$ 2,961.11	\$ 35,133.59	\$ 622,082.18
12/30/2019		\$ 38,094.70	\$ 2,802.82	\$ 35,291.88	\$ 586,790.30
3/30/2020		\$ 38,094.70	\$ 2,643.81	\$ 35,450.89	\$ 551,339.40
6/30/2020		\$ 38,094.70	\$ 2,484.08	\$ 35,610.62	\$ 515,728.79
9/30/2020		\$ 38,094.70	\$ 2,323.64	\$ 35,771.06	\$ 479,957.72
12/30/2020		\$ 38,094.70	\$ 2,162.47	\$ 35,932.23	\$ 444,025.49
3/30/2021		\$ 38,094.70	\$ 2,000.58	\$ 36,094.12	\$ 407,931.37
6/30/2021		\$ 38,094.70	\$ 1,837.95	\$ 36,256.75	\$ 371,674.62
9/30/2021		\$ 38,094.70	\$ 1,674.60	\$ 36,420.10	\$ 335,254.52
12/30/2021		\$ 38,094.70	\$ 1,510.50	\$ 36,584.20	\$ 298,670.32
3/30/2022		\$ 38,094.70	\$ 1,345.67	\$ 36,749.03	\$ 261,921.29
6/30/2022		\$ 38,094.70	\$ 1,180.10	\$ 36,914.60	\$ 225,006.69
9/30/2022		\$ 38,094.70	\$ 1,013.78	\$ 37,080.92	\$ 187,925.77
12/30/2022		\$ 38,094.70	\$ 846.71	\$ 37,247.99	\$ 150,677.77
3/30/2023		\$ 38,094.70	\$ 678.88	\$ 37,415.82	\$ 113,261.96
6/30/2023		\$ 38,094.70	\$ 510.31	\$ 37,584.39	\$ 75,677.56
9/30/2023		\$ 38,094.70	\$ 340.97	\$ 37,753.73	\$ 37,923.83
12/30/2023		\$ 38,094.70	\$ 170.87	\$ 37,923.83	\$ (0.00)
	-----	-----	-----	-----	
	\$ 1,000,000.00	\$ 1,066,651.60	\$ 66,651.60	\$ 1,000,000.00	

The transaction described in this document is an arm's length, commercial transaction between you and Banc of America Public Capital Corp or one of its subsidiaries or affiliates (collectively, "BAPCC") in which: (i) BAPCC is acting solely as a principal (i.e., as a lender or lessor) and for its own interest; (ii) BAPCC is not acting as a municipal advisor or financial advisor to you; (iii) BAPCC has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to this transaction and the discussions, undertakings and procedures leading thereto (irrespective of whether BAPCC or any of its affiliates has provided other services or is currently providing other services to you on other matters); (iv) the only obligations BAPCC has to you with respect to this transaction are set forth in the definitive transaction agreements between us; and (v) BAPCC is not recommending that you take an action with respect to the transaction described in this document, and before taking any action with respect to the this transaction, you should discuss the information contained herein with your own legal, accounting, tax, financial and other advisors, as you deem appropriate. If you would like a municipal advisor in this transaction that has legal fiduciary duties to you, you are free to engage a municipal advisor to serve in that capacity.

7-YR NBQ Lease Amortizations:

date	funding	payment	interest	principal	balance
-----	-----	-----	-----	-----	-----
12/30/2016	\$ 1,000,000.00				\$ 1,000,000.00
3/30/2017		\$ 38,139.10	\$ 4,587.92	\$ 33,551.18	\$ 966,448.82
6/30/2017		\$ 38,139.10	\$ 4,433.99	\$ 33,705.11	\$ 932,743.71
9/30/2017		\$ 38,139.10	\$ 4,279.36	\$ 33,859.74	\$ 898,883.97
12/30/2017		\$ 38,139.10	\$ 4,124.01	\$ 34,015.09	\$ 864,868.88
3/30/2018		\$ 38,139.10	\$ 3,967.95	\$ 34,171.15	\$ 830,697.73
6/30/2018		\$ 38,139.10	\$ 3,811.18	\$ 34,327.92	\$ 796,369.81
9/30/2018		\$ 38,139.10	\$ 3,653.68	\$ 34,485.42	\$ 761,884.39
12/30/2018		\$ 38,139.10	\$ 3,495.47	\$ 34,643.63	\$ 727,240.75
3/30/2019		\$ 38,139.10	\$ 3,336.52	\$ 34,802.58	\$ 692,438.18
6/30/2019		\$ 38,139.10	\$ 3,176.85	\$ 34,962.25	\$ 657,475.93
9/30/2019		\$ 38,139.10	\$ 3,016.45	\$ 35,122.65	\$ 622,353.28
12/30/2019		\$ 38,139.10	\$ 2,855.31	\$ 35,283.79	\$ 587,069.49
3/30/2020		\$ 38,139.10	\$ 2,693.43	\$ 35,445.67	\$ 551,623.82
6/30/2020		\$ 38,139.10	\$ 2,530.81	\$ 35,608.29	\$ 516,015.52
9/30/2020		\$ 38,139.10	\$ 2,367.44	\$ 35,771.66	\$ 480,243.86
12/30/2020		\$ 38,139.10	\$ 2,203.32	\$ 35,935.78	\$ 444,308.08
3/30/2021		\$ 38,139.10	\$ 2,038.45	\$ 36,100.65	\$ 408,207.43
6/30/2021		\$ 38,139.10	\$ 1,872.82	\$ 36,266.28	\$ 371,941.16
9/30/2021		\$ 38,139.10	\$ 1,706.44	\$ 36,432.66	\$ 335,508.49
12/30/2021		\$ 38,139.10	\$ 1,539.29	\$ 36,599.81	\$ 298,908.68
3/30/2022		\$ 38,139.10	\$ 1,371.37	\$ 36,767.73	\$ 262,140.95
6/30/2022		\$ 38,139.10	\$ 1,202.68	\$ 36,936.42	\$ 225,204.53
9/30/2022		\$ 38,139.10	\$ 1,033.22	\$ 37,105.88	\$ 188,098.65
12/30/2022		\$ 38,139.10	\$ 862.98	\$ 37,276.12	\$ 150,822.54
3/30/2023		\$ 38,139.10	\$ 691.96	\$ 37,447.14	\$ 113,375.40
6/30/2023		\$ 38,139.10	\$ 520.16	\$ 37,618.94	\$ 75,756.46
9/30/2023		\$ 38,139.10	\$ 347.56	\$ 37,791.54	\$ 37,964.92
12/30/2023		\$ 38,139.10	\$ 174.18	\$ 37,964.92	\$ 0.00
	\$ 1,000,000.00	\$ 1,067,894.80	\$ 67,894.80	\$ 1,000,000.00	

The transaction described in this document is an arm's length, commercial transaction between you and Banc of America Public Capital Corp or one of its subsidiaries or affiliates (collectively, "BAPCC") in which: (i) BAPCC is acting solely as a principal (i.e., as a lender or lessor) and for its own interest; (ii) BAPCC is not acting as a municipal advisor or financial advisor to you; (iii) BAPCC has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to this transaction and the discussions, undertakings and procedures leading thereto (irrespective of whether BAPCC or any of its affiliates has provided other services or is currently providing other services to you on other matters); (iv) the only obligations BAPCC has to you with respect to this transaction are set forth in the definitive transaction agreements between us; and (v) BAPCC is not recommending that you take an action with respect to the transaction described in this document, and before taking any action with respect to the this transaction, you should discuss the information contained herein with your own legal, accounting, tax, financial and other advisors, as you deem appropriate. If you would like a municipal advisor in this transaction that has legal fiduciary duties to you, you are free to engage a municipal advisor to serve in that capacity.

CITY CLERK'S CERTIFICATE

The undersigned City Clerk of the City, DOES HEREBY CERTIFY that the foregoing pages of typewritten matter pertaining to a Master Lease-Purchase Agreement constitute a true and correct copy of the Resolution adopted on December 1, 2016, by the Council of Peachtree City (the "Council") in a regular meeting, which was open to the public, and that the original of said Resolution appears of record in the minute book of the Council which is in my custody and control.

WITNESS my hand and the official seal of Peachtree City, Georgia this 1st day of December, 2016.

City Clerk

(SEAL)

OFFER FORM

**To: Mr. Paul Salvatore, Director of Finance
Peachtree City, Georgia
c/o Mr. Todd Barnes, Managing Director
Raymond James & Associates, Inc.
Email: todd.barnes@raymondjames.com
404-279-5724**

We propose to enter into a Master Lease Agreement with the City, subject to the provisions set forth in the City's Term Sheet, based on the Index (funding formula) and other conditions set forth below:

Index: Five-Year Lease Term

BQ Rate: 1.6487%

Non-BQ Rate: 1.6252%

Five-Year Indexing Based on 11/16/16 Bloomberg Interest Rate Swaps Index (Market Open):

Structure	Payment Mode	Index Term (Avg Life)	Index Rate	xPercentage of Index	+Spread	=Equipment Lease Rate
BQ	Quarterly Arrears	3YRS	1.45%	65%	0.7062%	1.6487%
NBQ	Quarterly Arrears	3YRS	1.45%	65%	0.6827%	1.6252%

Index: Seven-Year Lease Term

BQ Rate: 1.8022%

Non-BQ Rate: 1.8352%

Seven-Year Indexing Based on 11/16/16 Bloomberg Interest Rate Swaps Index (Market Open):

Structure	Payment Mode	Index Term (Avg Life)	Index Rate	xPercentage of Index	+Spread	=Equipment Lease Rate
BQ	Quarterly Arrears	4YRS	1.62%	65%	0.7492%	1.8022%
NBQ	Quarterly Arrears	4YRS	1.62%	65%	0.7822%	1.8352%

Submitted by:

Company: Banc of America Public Capital Corp

By: 

Title: Vice President

Phone: 312-537-6773

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

FROM: Jonathan N. Rorie, City Manager 

DATE: November 21, 2016

SUBJECT: Consider Intergovernmental Agreement- 2017 SPLOST
December 1, 2016 City Council Meeting

Recommendation:

Approve the Intergovernmental Agreement for the use and distribution of proceeds from the 2017 Special Purpose Local Option Sales Tax (SPLOST) for capital outlay projects.

Discussion:

A Special Purpose Local Option Sales Tax (SPLOST) is a county-wide, one-cent, voter approved, tax for a specified time that local governments can use to fund specific capital projects. The proposed 2017 SPLOST is for six years, and voters will make a decision regarding the SPLOST during the March 21, 2017, Special Election.

Fayette County and the municipalities of Peachtree City, Fayetteville, Tyrone, and Brooks would share the SPLOST proceeds based upon population. This intergovernmental agreement between Fayette County and the municipalities outlines the terms of the distribution and projects associated with the approval of the SPLOST.

The Fayette County Board of Commissioners unanimously approved the agreement at their November 10 meeting.

Budget Impact:

If passed, the SPLOST is projected to raise \$141 million, of which \$45,472,835 would come to Peachtree City to fund projects identified in Peachtree City's finalized SPLOST Projects Manual. The project categories and corresponding funding allocation are:

Roads	\$29.62 million
Multi-use Paths	\$ 9.56 million
Parks & Recreation	\$ 1.02 million
Public Safety	\$ 3.32 million
Dam/Spillway Enhancements	\$ 1.95 million

STATE OF GEORGIA
COUNTY OF FAYETTE

INTERGOVERNMENTAL AGREEMENT
FOR THE USE AND DISTRIBUTION OF PROCEEDS FROM THE
2017 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 March, 2017 in conformance with the requirements of O.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 term 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, 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, 2017 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 _____, 2017, to raise an estimated \$141,014,157 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 ___, 2017, shall continue for a period of six (6) years with collections beginning on _____, 2017.

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 ; 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 2017 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 2017 Brooks Special Purpose Local Option Sales Tax Fund.
- C. The City of Fayetteville shall create a special fund to be designated as the 2017 Fayetteville Special Purpose Local Option Sales Tax Fund.
- D. The City of Peachtree City shall create a special fund to be designated as the 2017 Peachtree City Special Purpose Local Option Sales Tax Fund.

- E. The Town of Tyrone shall create a special fund to be designated as the 2017 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:
 - 0.492% shall be paid to the Town of Brooks to fund the capital outlay projects specified in Exhibit "A;"
 - 14.962% shall be paid to the City of Fayetteville to fund the capital outlay projects specified in Exhibit "A;"
 - 32.247% shall be paid to the City of Peachtree City to fund the capital outlay projects specified in Exhibit "A;" and
 - 6.455% 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 2017	\$22,551,394
Year 2018	\$22,923,492
Year 2019	\$23,301,731
Year 2020	\$23,686,208
Year 2021	\$24,077,030
Year 2022	\$24,474,302

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	0.492%
City of Fayetteville	14.962%
City of Peachtree City	32.247%
Town of Tyrone	6.455%

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 Manger
140 Stonewall Ave., 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
240 South Glynn St.
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
881 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.

FAYETTE COUNTY, GEORGIA

(SEAL)

By: _____
Charles W. Oddo, Chairman

ATTEST:

By: _____
Floyd L. Jones, County Clerk

TOWN OF BROOKS, GEORGIA

(SEAL)

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

ATTEST:

By: _____
Kimberly A. Bradley, Town Clerk

CITY OF FAYETTEVILLE, GEORGIA

(SEAL)

By: _____
Edward Johnson, Mayor

ATTEST:

Anne Barksdale, City Clerk

CITY OF PEACHTREE CITY, GEORGIA

(SEAL)

By: _____
Vanessa Fleisch, Mayor

ATTEST:

Betsy Tyler, 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:

County Projects

Stormwater Projects	\$23,741,641
Transportation	\$19,520,353
E911 Radio System	\$18,211,536
Fire Station #4 & Pumper	\$2,950,000
Woolsey Community Center	\$223,000

Town of Brooks

Julia's Crossing - Paving & Improvements	\$198,000
Butler Road - Paving & Improvements	\$228,000
SR 85 Connector - Sidewalk/curb Improvements	\$162,000
SR 85 Connector/Brooks Rd/Gable Rd Int. Imp.	\$392,000
Hogan Road - Paving & Improvements	\$170,000
Friendship Church Road - Paving & Improvements	\$167,000
Brooks Water System Improvements/Extension Fund	\$60,000

City of Fayetteville

Fire Station 93 – Design & Construction	\$1,000,000
Fire Apparatus	\$3,000,000
Police Vehicles & IT Equipment	\$1,109,000
Wastewater plant Upgrades	\$8,000,000
Debt retirement	\$1,500,000
Road Resurfacing Projects	\$4,550,872
Highway Median Landscaping	\$75,000
Pedestrian Trails & Cart Paths	\$75,000
Highway 54/Hospital bridge	\$600,000
Downtown Road Network	\$500,000
Redwine Road/Ramah Road Roundabout	\$1,200,000
Parks Recreation/Land Acquisition/Greenspace	\$3,400,000

City of Peachtree As identified in 2016 Project Manual

Roads and Streets Resurfacing/Maintenance	\$29,619,180
Multi-Use Path Resurfacing and Extensions	\$9,564,545
Public Safety	\$3,316,110
Parks and Recreation	\$1,023,000
Dam/Spillway Enhancements	\$1,950,000
Tier 2 Projects	\$6,566,566

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

From: Jonathan N. Rorie, City Manager 

DATE: November 21, 2016

SUBJECT: Performance Incentive Pay
December 1, 2016, City Council Meeting

Recommendation:

Recommend City Council approve a one-time, flat rate, "performance incentive" for all full-time and part-time employees

Discussion:

Over the course of the last two annual budget cycles, the city has excluded cost-of-living adjustments for employees while passing some additional benefits costs onto employees.

The Consumer Price Index (CPI) has been used to determine annual Cost-of-Living Adjustments (COLA) for employee salaries. CPI measures inflation experienced by consumers in their day-to-day living expenses and provides a relative measurement of the value of the dollar.

Based upon US Department of Labor statistics, the Consumer Price Index (CPI) for the last 12 months ending October 2016 was **1.6%**. Historically, employers respond to CPI increases by increasing the wages/salaries of employees; however, other benefits in the total compensation package should also be considered. Salary adjustments and benefit adjustments have kept pace with changing market conditions. Specifically, over the course of the last five (5) years:

- Total employees have increased by 18 Full-Time Equivalents (16 FT, 4PT)
- Total personnel costs have increased by 6.7%, with most of the increase attributed to Health Insurance costs.
- Average CPI has been 1.34% per year since 2012 (also roughly 6.7% from 2012 through October 2016).

If we were to implement 1.6% adjustment for all employees, the estimated budget impact would be **~\$200,000** now and recurring in future budgets. Over the course of the last two years we have absorbed cost increases in our benefits program; therefore, in lieu of a COLA, I am proposing we offer a one-time, flat rate "performance incentive" for all full-time and part-time employees as follows:

- \$300 pre-tax incentive for all-full-time (currently filled) positions with an estimated cost of \$69,300 (231 positions)
- \$150 pre-tax incentive for all-part-time (currently filled) positions with an estimated cost of \$9,750 (65 positions)

Budget Impact:

The total impact on the FY 2017 budget will be roughly \$79,000.