



CITY COUNCIL OF PEACHTREE CITY REGULAR MEETING AGENDA

**Peachtree City
Mayor & City Council**
Vanessa Fleisch, Mayor
Phil Prebor – Post 1
Mike King – Post 2
Kevin Madden – Post 3
Terry Ernst – Post 4

**NOVEMBER 7, 2019
6:30 p.m.**

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Announcements, Awards, Special Recognition**
- IV. Public Comment**
- V. Agenda Changes**
- VI. Minutes**
 - Consider Approval of Revised October 3, 2019, Regular Meeting Minutes
 - October 17, 2019, Regular Meeting Minutes
- VII. Consent Agenda**
 - 1. Consider Cancellation of December 5 & 19, 2019, Regular Meetings (with Special Called Meeting on December 12)
 - 2. Consider Appointments to Planning Commission – Kenneth Hamner; Rick Mendenhall, alternate
 - 3. Consider Stormwater Maintenance Agreement – Cavalier Manor, LLC
 - 4. Consider Authorizing Agreement with TSW for Livable Center Initiative Study
 - 5. Consider Budget Amendment & Grant Acceptance – Georgia Emergency Management Agency and Homeland Security
 - 6. Consider FY 2020 Budget Amendment – Neighborhood Parks Fund
 - 7. Consider Sole Source Name Brand Purchase of Bobcat T650 – Bobcat of Atlanta
 - 8. Consider Sole Source Name Brand Purchase of Firefighting Protective Gear – Bennett Fire Products Company
 - 9. Consider finalization of FY 2020 Fee Schedule
- VIII. Old Agenda Items**
- IX. New Agenda Items**
 - 11-19-01 Public Hearing – Consider Rezoning Request, GC General Commercial & OI Office Institutional to LUC Limited Use Commercial, 8.9 acres on Petrol Point/Tivoli Garden
 - 11-19-02 Consider Bid for Gym Floor Replacement – Gym Service & Installation Co., Inc.
- X. Council/Staff Topics**
- XI. Executive Session**
- XII. Adjourn**

City Council of Peachtree City
Meeting Minutes
Thursday, October 3, 2019
6:30 p.m.

The Mayor and Council of Peachtree City met in regular session on Thursday, October 3, 2019. Mayor Vanessa Fleisch called the meeting to order at 6:30 p.m. Others attending: Terry Ernst, Mike King, Kevin Madden, and Phil Prebor.

Agenda Changes

City Manager Jon Rorie asked that item #5, Consider Elimination/Replacement of Position in Grounds Maintenance – Maintenance Worker (Right-of-Way)/Crew Leader, be removed from the Consent Agenda, saying it would be brought before Council at a future meeting.

Prebor moved to remove item #5 from the Consent Agenda. Madden seconded. Motion carried unanimously.

Minutes

King moved to approve the September 19, 2019, regular meeting minutes. Ernst seconded. Motion carried unanimously.

Consent Agenda

1. Consider Appointments to Convention & Visitors Bureau – Donna Soper
2. Consider Appointment to Planning Commission – Scott Ritenour
3. Consider Clinical Agreement with West Point Fire Department
4. Consider Elimination/Replacement of Position in Public Works – Heavy Equipment Operator/Crew Leader

Ernst moved to approve Consent Agenda items 1-4. King seconded. Motion carried unanimously.

New Agenda Items

- 10-19-01 Public Hearing – Consider Rezoning. General Industrial (GI) to Limited Use Industrial (LUI), 320 Dividend Drive**

Fleisch opened the public hearing.

Planning and Development Director Robin Cailloux said the property was at the corner of Dividend Drive and Kelly Green and identified it on a zoning map. It consisted of two parcels under the same ownership. The first parcel had been developed as a large industrial building of more than 99,000 square feet and was the old PhotoCircuits building, built in 1964. The rear parcel was undeveloped and adjacent to the City greenbelt and near the Planterra Golf Course.

The request was for a rezoning to Limited Use Industrial (LUI), Cailloux explained. The Future Land Use Map designated this property for industrial zoning; therefore, the request conformed with the Comprehensive Plan. The applicant was not required to submit a site-specific plan for development at this time, she noted, adding that when development occurred, it must comply with the standards listed in the code, which were similar to the General Industrial (GI) zoning district. They requested all the uses in the GI and Light Industrial (LI) districts, except a petroleum refinery and concrete ready-mix facility. The applicant had agreed to remove those from the list of permitted uses, but requested the right to have a small café/restaurant of no more than 4,000 gross square feet.

Staff examined all rezoning requests based on six criteria. The first asked if it satisfied the Future Land Use Map, and Cailloux said it did. Staff had identified two policies that applied to this request.

One said it should promote the location of industrial uses in the industrial park, which it did. If a Staff recommendation to create a 75-foot non-disturbed buffer between the western property line and the greenbelt and Planterra Ridge subdivision was approved, it would meet the criterion of having identifiable subdivisions surrounded by open spaces and landscape buffers. The expanded buffer would enhance the separation between the industrial property and the residential subdivision. This was based on the transitional yard buffer requirement, but was not technically required in the GI zoning district, according to Cailloux. It was an additional requirement Staff recommended, and the applicant was aware of it.

The next two criteria looked at possible negative impacts from or on surrounding properties. Since the use was not changing from industrial, Staff determined there would be no change in impacts.

The fourth criterion asked if the property had reasonable economic use as it was currently zoned (heavy industrial), and Staff was of the opinion that it did. Cailloux said the applicant had made Staff aware that when they purchased the property in 2006, it was under an older zoning code for industrial uses, which stated that all uses for the LI zoning district were allowed under GI zoning. Retail uses were allowed in the LI zoning district, and this included a restaurant. A 2008 change to the ordinance eliminated those permitted uses. All existing facilities that had those uses were grandfathered in, but that grandfathered status was removed if they improved the property by more than 50% of its current value or if that use was closed for more than a year. There was a bakery/café there at one point, but Cailloux said Staff's research showed there had been no occupational tax levied on that business for at least the past two years, so Staff was of the opinion that the grandfathered status had been lost. The applicant wanted to re-open the café, and there was a commercial kitchen on-site. The applicant only became aware of the ordinance change when they approached the City about their plans. Staff then guided the applicant through the rezoning process necessary to allow this use, Cailloux reported.

Staff also explored whether this change would cause an undue burden on public infrastructure, and Cailloux said they were of the opinion that it would not, since it was not a change in use. The final criterion asked if there were any changing conditions that affected the use of this property, and Staff was not aware of any.

Cailloux summarized by saying that Staff was of the opinion that the request met most of the conditions set in the ordinance. The permitted uses would be all of the LI and GI uses except petroleum refinery and ready-mix concrete plant. It would add the conditional use of a restaurant up to 4,000 square feet and retail showrooms. Because there was no site-specific plan, development would have to conform to all the GI standards, plus, if approved with Staff recommendations, a no-disturb 75-foot buffer. The LUI zoning code also prohibited development within 300 feet of a residential property. About 15 to 25 feet of this property was within that 300 feet, and once the 75-foot non-disturbed buffer was applied, that amount would increase.

John Barrow, the applicant, clarified with Cailloux that the 75-foot buffer recommended by Staff would be 75 feet total, not in addition to the required buffer, and Cailloux told him that was correct. He said he had no additional comments.

Planterra Ridge resident David Joseph said noise from any potential development was a concern to him. Noise was already a problem for Planterra residents, especially in the evening. The lack of a plan concerned him, and he wondered if a future business could come in with something even more disruptive.

Morgan Hallmon of Smokerise Plantation said he opposed this rezoning because it seemed like an

example of "throwing everything against the wall to see what stuck." He went on to say he felt it could take the City back to 2007 and put a lot of the GI land at risk of being rezoned by the courts. Hallmon, basing his comments on a statement from the applicant, said the City did not follow its own procedures when making the textual changes to the ordinance and did not inform the property owners who were affected. This was a fundamental question that the Planning Commission did not consider when addressing this application, Hallmon remarked. By not addressing this threshold question, the Planning Commission conceded that the City failed to follow its own procedures in separating GI from LI. Council should not make this concession. Hallmon told them the relevant portion of the ordinance was part 1, appendix A, article 13, adopted April 24, 2019.

Hallmon said the 2008 action related to permitted uses under the two industrial zones was taken in response to a 2007 lawsuit that the City lost. That verdict said a Lowe's home improvement store could be constructed on GI land, based on the fact that a similar business, Gil-Roy's, was already permitted in an industrial district. The City argued that Gil-Roy's was a non-conforming use that was grandfathered in. The court held that the City's zoning process for industrial land was arbitrary and capricious, and Lowe's should be allowed to build. The textual changes to the ordinance were in response to this lawsuit. Hallmon concluded that approval of this rezoning left existing GI land at risk of being decimated by further encroachment of non-conforming uses that the City would not be able to control.

No one else wished to speak either in support or opposition to the request, and Fleisch closed the public hearing.

City Attorney Ted Meeker said some of the comments were accurate. The GI and LI zonings formerly had language that permitted uses that supported industrial uses. Over the years, that came to mean restaurants, with the idea that they would provide people in the area with a place to eat. Council amended the text of the zoning ordinance in 2008 to restrict the uses permitted in GI and LI. Meeker said the City complied with the notification requirements by posting advertisements in the newspaper. They weren't rezoning property in 2008, just amending text in the zoning ordinance. As with all text amendments, they were required to place ads in the paper announcing public hearings with the Planning Commission and City Council prior to adoption. The City was not responsible for notifying every property owner in the GI district. Meeker said he did not know if Barrow actually said that, but it might be implied in his application that someone with the City failed to notify him, and there was no requirement to do so other than through the public notices.

Fleisch wanted to address the noise issue. Cailloux stated they had tried to keep industrial and residential uses separate, telling Council she was sure they were all aware of the history of Planterra Ridge and the Industrial Park. Reducing the impact on residents was why Staff requested the addition of the transitional buffer between the uses. There was no way to eliminate all noise, but when new uses came forward, they evaluated them to make sure there were no noxious gases or those types of impacts. They had the right to review, and refuse, if possible. Staff had done a site visit to the entire industrial zoning district to identify other properties with a similar situation, such as this one and the Mimi's property, where there were similar uses at one time that would have been grandfathered in. Cailloux said they believed this was the last facility in the GI district that would have been impacted by this change, and they did not anticipate any rezoning requests for a similar situation. That conclusion was based on a survey of current occupational taxes, as well as a physical survey of the entire district.

City Manager Jon Rorie confirmed with Cailloux that, prior to the text amendment, this property was zoned GI. The text amendment removed some of the allowed LI uses from GI, and this property was still zoned GI now. The question was what would be allowed in the GI by zoning it to an LUI. In this case, they would be allowing a bakery and a café. They would be excluding certain GI uses that were currently permitted. Cailloux said this was a point brought up by one of the Planning Commissioners; allowing these lighter industrial uses could potentially lower the impact on that area.

Prebor said he was familiar with the property. He said they talked about a 75-foot undisturbed buffer, but noted that there was water going through the property and asked about that setback requirement.

Cailloux responded that there was a 25-foot non-disturbed buffer along any stream, then asked City Engineer Dave Borkowski to give more information.

The stream on the property ran to Lake McIntosh, Borkowski said, and determining the required buffer on streams was complicated. It could be as small as 25 feet, to 100 plus 50 if it was a perennial stream. He pointed out that there was significant amount of greenbelt adjacent to the property, so an adequate buffer shouldn't be a problem.

Prebor said he believed the undisturbed greenbelt could be as wide as 150 feet.

King added that it was a permanent stream. He mentioned that the houses off Kelly Green were above the golf course hole and would look down on this property from their back yards. The trees east of the stream were probably 70 feet high, he estimated. He wondered if a wall would offset the noise.

Madden asked Cailloux if the purpose of the rezoning request was to re-open the bakery and café. She said that was the initial conversation with the applicant. It was also to regain some of the rights the applicant thought he had when he purchased the property. Madden asked when the bakery closed, and Cailloux said they had records back to 2013, and that was when Barrow said it closed.

Barrow said the bakery opened in 2010, which was two years after the text change. David Rast, the City Planning and Zoning Administrator at that time, permitted it as an accessory use, which was allowed under GI, because he said it would serve the people in the existing building and others in the area. He said Cailloux did not agree with this, and he could understand that, so that was why he was before Council. Barrow again stated that the bakery was approved after the ordinance wording was changed. He said it was news to him when he discovered the change. They had had a variety of uses in that facility, including an adult day care. He pointed out that they were trying to "down zone," not add industrial uses. They had no intention of doing anything heavy there. He did not want to build a wall. They wanted to do something better than what GI would allow, and were looking at a trade school and a place to eat.

Madden wanted to know what could cancel the grandfather clause, and Cailloux said the ordinance stated that if a facility was not used for that purpose for 12 months, the grandfathered status was revoked.

Madden told Barrow he was concerned that he didn't have plans for the parcel which would be most offensive to the residents of Planterra Ridge. He did understand that if they left it as GI, they could build a concrete plant or a petroleum refinery, for instance. He listed some of the possible

LUI uses, such as dry cleaners, auto repair, or outside storage.

Prebor noted that those LUI uses would not be as offensive as what would be allowed under GI. He mentioned a business of buying and crushing salvaged cars as an example. Cailloux said that would not be permitted. He went on to say there were a lot of industries that could make noise, but it sounded like Barrow was trying to improve the area with a trade school or a warehouse. The existing facility was mostly warehouse, but also included a thrift shop.

There was also a church, Barrow said, adding there was nothing they did on the property that made noise. He told the Planterra resident that if they heard noise, it wasn't coming from his site.

Ernst confirmed with Barrow that nothing on the property would be open at night. He told the resident of Planterra that he understood the noise concerns, especially at night, but said he did not believe Barrow's property was causing increased noise nor did he believe Barrow's intended uses would increase noise.

Madden explained that his concern was that LUI would open Pandora's box, but with it zoned as it was now, Pandora's box was already open.

King moved to approve New Agenda item 10-19-01, consideration of rezoning. General Industrial (GI) to Limited Use Industrial (LUI) for 320 Dividend Drive. Ernst seconded. Motion carried unanimously.

Council/Staff Topics

King recalled an incident about a year ago related to the appointment of boards. Currently, the Mayor appointed one or two Council members to interview citizens who applied to be on those boards. In the case of a tie, which happened last year, the City Manager served as the tie breaker for the recommendation. He said everyone on the dais looked a little uncomfortable with this, and he found it unusual, since the City's procedures usually ran smoothly. He proposed that they take the City Manager out of the voting process and have the president or chair of the authority or commission cast the tie breaking vote.

King also remarked that there could be as many as 10, 12, or 14 applicants for one position, which, with a 20-minute interview for each applicant, made for a time-consuming process for the City Manager and Council members. He suggested that each of the five Council members pare down the list of applicants to a reasonable number to be interviewed.

Prebor liked the idea of the Council members getting to say who should be interviewed, if necessary. He stated he did not want to see it done like the last time, where the decision was changed. This way, they would all get an opportunity to rank the candidates.

King said this was not an agenda item, but he hoped they could vote on it at a subsequent meeting.

Ernst added that he would like to see all Council members review all applications, whether there were two or 20. King remarked that he had no problem with that. Ernst stated that he did not think they should discriminate between boards depending on the number of applications. The process should apply to all or none.

King felt that any citizen willing to give of their time to serve on one of these boards deserved an interview. They were looking at those occasions when they could not interview everyone. For the

most part, most positions had between two and five applicants, which could be easily accommodated.

Prebor moved to convene in executive session to discuss pending or threatened litigation at 7:04 p.m. Ernst seconded. Motion carried unanimously.

Ernst moved to reconvene in regular session at 8:33 p.m. King seconded. Motion carried unanimously.

King moved to deny the claims of Melissa Sluder and Persephone Sussman as such claims were presented. Ernst seconded. Motion carried unanimously.

There being no further business, Madden moved to adjourn the meeting. King seconded. Motion carried unanimously. The meeting adjourned at 8:34 p.m.

Martha Barksdale, Recording Secretary

Vanessa Fleisch, Mayor

**City Council of Peachtree City
Meeting Minutes
Thursday, October 17, 2019
6:30 p.m.**

The Mayor and Council of Peachtree City met in regular session on Thursday, October 17, 2019. Mayor Vanessa Fleisch called the meeting to order at 6:30 p.m. Others attending: Terry Ernst, Mike King, Kevin Madden, and Phil Prebor.

Announcements, Awards, Special Recognition

Fleisch recognized Jeff Felmet for 20 years of service with the Fire Department, and presented a Team Recognition Award to the Police Department's Criminal Investigations Division (CID). The Mayor honored the Library's Circulations Supervisor, Chereese Cadet, as Supervisor of the Quarter.

Public Comment

Former Council Member Kim Learnard, accompanied by former Mayor Chip Conner, urged Council to consider naming the SR 54 golf cart bridge for the late Ralph Jones, Peachtree City's second Mayor, who served from 1966 to 1969. She recounted highlights from his life and his business career.

Minutes

King moved to approve the October 3, 2019, regular meeting minutes. Prebor seconded. Motion carried unanimously.

Quarterly Reports – 3rd Quarter 2019

The reports were accepted without comment.

Consent Agenda

1. Consider New Alcohol License – MEG INT, 1000 Cooper Circle, #459
2. Consider Ethics Resolution for Recertification as Certified City of Ethics
3. Consider Extension of Mechanical Services Agreement
4. Consider Budget Amendments – Grant Acceptance for Citizen Corp Community Emergency Response Team Grant (CERT)
5. Consider Name Brand Recognition and Purchase of Replacement Tasers for PD
6. Consider Production Storage Purchase (IT)

Ernst moved to approve Consent Agenda items 1-6. Madden seconded. Motion carried unanimously.

New Agenda Items

- 10-19-01 Consider Ordinance Amendment – Commission, Authority and Board Appointments**

Two weeks ago, King recalled, Council discussed two changes in the procedure for making appointments to the City's commissions, authorities, and boards. One proposed change would allow the chair of the commission, authority, or board to be a voting member in the interview process. The City Manager would no longer have a vote. King noted that the City Manager had agreed with this change.

The other proposed change, King continued, stated that if it was necessary to pare down the list of applicants to a manageable number for interviews, all Council Members would rank the applicants. He said they discussed this at the previous meeting, and it appeared to him to have support from other Council members.

Prebor noted that he liked the idea. Everyone would have an opportunity to rank the applicants, and Council could move forward as a team.

King moved to approve the ordinance amendment as written. Madden seconded. Motion carried unanimously.

There being no further business, Ernst moved to adjourn at 6:40 p.m. Madden seconded. Motion carried unanimously.

Martha Barksdale, Recording Secretary

Vanessa Fleisch, Mayor

CITY OF PEACHTREE CITY
INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jonathan N. Rorie, City Manager

FROM: Betsy Tyler, City Clerk

DATE: November 21, 2019

SUBJECT: Consider Cancellation of December 5 and 19, 2019, Regular Meetings
November 7, 2019, Consent Agenda

Recommendation

That Council cancel the December 5 and 19 regular meetings.

Discussion

Due to the busy nature of the holiday season, the Mayor and Council frequently cancel the final meeting of the year. This year, the recommendation has been made to consolidate the meetings slightly later than the beginning of the month. Mayor Fleisch is planning to call a Special Called Meeting for Thursday, December 12, at which all the business that could arise for the month could be handled.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

FROM: Jonathan N. Rorie, City Manager 

DATE: 10/29/2019

SUBJECT: Consider Appointment of Planning Commission Members
Consent Agenda, November 7, 2019

Recommendation:

Appoint Kenneth Hamner as a member to the Planning Commission Board for the term 10/1/19 – 9/30/22. In addition, appoint Rick Mendenhall as an alternate board member.

Discussion:

The Selection Committee composed of Council Member Terry Ernst and Mike King and Planning Commission Chairman Frank Destadio, considered five (5) applicants for the vacancies on the Planning Commission. Our recommendation, as stated above, is to appoint Kenneth Hamner as a member and appoint Rick Mendenhall as an alternate to the Planning Commission.

Attached are copies of the applications for those who interviewed.

Budget Impact:

This item should have no budgetary impact.



APPLICATION FOR APPOINTMENT

Planning Commission

The Planning Commission is a volunteer board that reviews conceptual site plans, landscape plans, and some non-residential building elevations for development in Peachtree City. The Commission also provides recommendations to the Mayor and City Council on all zoning requests and annexation requests, and assists with the regular update of the City's Comprehensive Plan and Land Use Plan.

The Planning Commission is comprised of five members appointed to three-year terms. Meetings are on the second Monday of each month at 7:00 p.m. Members are required to attend a minimum of eighty percent (80%) of all meetings. Appointees will also be required to attend various Planning Commission Training classes and meetings paid for by the City as part of their service on the Commission.

Applicants must be a legal resident of the State of Georgia and have been a resident of Peachtree City for at least six months prior to the date an application is submitted. Elected officials of any governmental jurisdiction in the County and City employees are not eligible for appointment.

The City will be accepting applications and resumes for this position. All applications must be returned to Debbie Lemay at City Hall, 151 Willowbend Road, Peachtree City, GA 30269 **no later than 5:00 p.m. on Friday, September 13, 2019.**

Issued: August 8, 2019
Contact: Debbie Lemay, Executive Assistant
Office: 770-632-4260

Name: Kenneth Hamner

Address: 1503 Sedgewick Court
Peachtree City GA 30269

Cell Phone: 404-442-9767

Alt Phone: N/A

E-mail: Kenneth.Hamner@gmail.com

Signature

9/10/19

Date

APPLICATION FOR APPOINTMENT Planning Commission

1. How long have you been a resident of Peachtree City?

I have been a resident since August 2013. However, my history with Peachtree City goes far back. I spent the first 18 years of my life just outside of the city limits (off Ebenezer Church Road towards the county-side of Spear Road). As a result, I spent most of my childhood within Peachtree City, and I graduated from McIntosh High School in 1999.

2. Why are you interested in serving on the Planning Commission?

Overall, I'm really interested in getting more involved in the community. Peachtree City has experienced a lot of change over the years, and I want to encourage what makes the area unique and to ensure that my kids have the same positive experiences I had.

I am particularly interested in the Planning Commission because of the role it plays in our lives, and I want to promote positive development for our land (and ultimately our city's identity and culture).

3. What qualifications and experience do you possess that would benefit the Planning Commission?

I have a deep connection to this area. Peachtree City is my home, and I want to do everything I can to make it as great as possible. Our land usage heavily contributes to what makes Peachtree City special, and I want to ensure this finite source is used wisely if selected to be on this board.

Additionally, I have a long history of taking on challenges and successfully getting them done. For example, my job is very dynamic and changes day-to-day. If I fail, millions of dollars are at stake, so I put in the effort to ensure that my work is successful. I will bring that same determination to get things done if selected for the board.

Finally, I am great at developing relationships that get goals accomplished. For example, I have led departments and been responsible for +40 people in junior roles. I have to lead and grow them while also obtaining strong relationships with our outside vendors, people in other departments, and client representatives. If any of those relationships falter, we do not achieve our stated goals. To achieve these required relationships, I adjust the way that I work & communicate with others so we can get a goal accomplished together. That ability will allow me to serve the board well and contribute to its success.

4. List major jobs you have held during your working career to include name of company and position.

DuckDuckGo (Peachtree City, GA)

Director, Paid Advertising (September 2019 thru Present)

- Dramatically grow the scale of digital brand advertising to generate billions of engagements per year.
- Manage a large and complex portfolio of ad networks and campaigns with a \$10M+ annual budget.
- Define and continually update brand advertising strategy, including goal setting, roadmapping, project prioritization, quantitative modelling, and hiring.
- Lead a team of ad network managers, providing day-to-day project support as well as longitudinal career advising.

Edelman (Atlanta, GA)

Vice President, Performance Marketing (July 2017 thru September 2019)

- Develop & execute media strategies that navigate the complexities of the online marketplace.
- Collaborate across offices and peers to ensure the best of breed work culture is embraced by team.
- Serve as a business lead who helps the agency grow existing business & identify new opportunities.

360i (Atlanta, GA)

Media Director (April 2006 thru July 2017)

5. Do you have any experience relating to City planning? If so, describe.

No past experience.

6. Have you attended any Planning Commission meetings in the past year and, if so, how many?

I attended a Planning Commission meeting this past year and have also reviewed all available 2018 & 2019 minutes in the online document vault, allowing me to have a good understanding of past business.

7. Are you willing to take continuing Planning Commission education classes, paid by the City?

Absolutely!

8. Would there be any possible conflict of interest between your employment and you serving on the Planning Commission?

No conflict of interest.

9. Describe your current community involvement.

I am currently the Vice-Chair for Liberty Tech Charter School in Brooks. I also participate in the HNL running club, and I run Funnel Digital Marketing that allows Peachtree City-based small businesses (i.e., Sweet Tea Yoga) and nonprofits (i.e., Southern Conservation Trust) achieve their goals through digital marketing.



APPLICATION FOR APPOINTMENT

Planning Commission

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Applicants must be a legal resident of the State of Georgia and have been a resident of Peachtree City for at least six months prior to the date an application is submitted. Elected officials of any governmental jurisdiction in the County and City employees are not eligible for appointment.

The City will be accepting applications and resumes for this position. All applications must be returned to Debbie Lemay at City Hall, 151 Willowbend Road, Peachtree City, GA 30269 **no later than 5:00 p.m. on Friday, September 13, 2019.**

Issued: August 8, 2019
Contact: Debbie Lemay, Executive Assistant
Office: 770-632-4260

Name: Rick Mendenhall

Address: 211 Hedgewood Court

Peachtree City, GA

Cell Phone: (770) 490-5220

Alt Phone: (404) 677-0566

E-mail: TheMendenhalls@bellsouth.net



Signature

Date



APPLICATION FOR APPOINTMENT

Planning Commission

How long have you been a resident of Peachtree City?

28 years

Why are you interested in serving on the Planning Commission?

I came to Peachtree City in 1991. When my wife and I went to the welcome center, we were shown a big model of the city and were told that once these areas (the agent showing the model was pointing with a pointer) are built out, we are done with the city. That wasn't completely true, and still today we continue to see growth in areas that don't appear to be thought out. Traffic congestion is a big issue in Peachtree City, and continues to get worst year-after-year. The schools do not appear to be balanced, whereas Booth Middle School will see up to 30+ students in classes and Starr's mill is in the 20s. I would like to represent Peachtree City residents regarding issues and policies related to planning, land use regulation, and community development.

What qualifications and experience do you possess for appointment to the Planning Commission?
(Licensed/Registered Architect, Landscape Architect, etc.)

I care and want to make a difference in my community. I am fair and open minded, and capable of putting my personal preferences and prejudices aside.

I would take my duty to protect the public, follow the general plan, and enforce the city code seriously. Also, I would make the right decision, not the popular one. In conclusion, in order to be an effective decision maker, I would be patient. I would be patient with the public at that inevitable public hearing or meeting. I realize that each citizen deserves to be heard with patience, no matter how misguided they may be.

List your recent employment experiences to include name of company and position.

Supervisor – Aircraft Maintenance – Delta Air Lines

Manager – Metrics & Analysis – Delta Air Lines

Project Manager – Hartsfield Airport, Airport Customer Service – Delta Air Lines

Delta Air Lines – Various positions since 1991

Realtor – Keller Williams 2005 – 2017

Owner – Down To Earth Lawn Care & Landscaping 2005 – 2017

Do you have any experience relating to City planning? If so, describe.

I have Graduate degree in Aeronautical Science. My key skills that I can apply for City Planning include data analysis, speaking and writing, management, project management, teamwork and decision-making.

Have you attended any Planning Commission meetings in the past year and, if so, how many?

No, I have not attended a Planning Commission meeting.

Are you willing to take continuing Planning Commission education classes, paid by the City?

Yes, I would be willing to take whatever courses deemed necessary to make me a better fit for the Planning Commission.

Would there be any possible conflict of interest between your employment and you serving on the Planning Commission?

There would be no conflict of interest between my present employment and me servicing on the Planning Commission. In fact, Delta supports community involvement.

Describe your current community involvement.

I served a term on the Falcon Field Airport Authority from 2003 – 2007 as a board member. Also, I am involved with the local American Legion, Post 50, and have been a member since 2008. In addition, I am an usher at the Peachtree City First Baptist Church. As well, I was a realtor with Keller Williams in Peachtree City from 2005 – 2017. I have voluntarily put my license in an “inactive” status since January of 2017. In addition, I have been involved with three Habitat for Humanity Builds. Furthermore, I participated as a worker at the Civil Rights Round Table event at the Carter Center. In addition, my wife and I taught David Ramsey’s Financial Peace University at our old church (Peachtree City Christian Church) three times and lead a small group two times.

Rick Mendenhall

Cellular 770-490-5220

Work 404-677-0566

Rick.Mendenhall@Delta.com

Summary

- Delta Velvet Team in 2017; worked all Delta Velvet Events
- TechOps Employee Involvement Group (EIG) Ambassador
- TechOps Employee Action Group (EAG) Ambassador
- Chairman's Club Nominee 2018, 2017, 2016, 2015, 2014, & 2008
- Continuous Improvement Certified Six Sigma Black Belt and Project Manager
- Interpreting data, analyzing results, data manipulation and problem solving
- Eleven years in leading teams
- Airframe and Powerplant Mechanic License

Education

Embry-Riddle Aeronautical University

Masters, Aeronautical Science

Daytona Beach, FL

October, 2002

Southern Illinois University

Bachelor of Science, Aviation Management

Carbondale, IL

July, 1991

Associate Degree, Aviation Maintenance Technology

December, 1990

Delta Air Lines

1991 – Current

Delta Technical Operation

Supervisor, Aircraft Small Parts Repair

2011 – Current

- Manage and align team to achieve business outcome
- Oversee the scheduling and timely completion of maintenance and ensuring budget adherence
- Guide and train team members in proper maintenance activities
- Conduct staff meeting to address productivity and personnel issues
- Monitor and review aircraft maintenance reports and historical documents for adverse trends
- Ensure compliance with all safety and environmental compliance
- Monitor and review aircraft maintenance reports and historical documents for adverse trends

Delta Corporate Offices

Airport Customer Service (ACS) – Manager, Metrics and Analysis – Aircraft Cabin Appearance

2010 – 2011

- Developed, disseminated and analyzed performance metrics; also created executive-level presentations
- Monitored quality assurance management and administration of aircraft cleaning program
- Performed audits of stations to ensure proper procedures are being followed cleaning aircraft for revenue service
- Managed quality audit program of contract auditors
- Design, development and dissemination of analytics specifically attributable to the schedule of the airline and the impact of schedule changes on Airport Customer Service

Hartsfield International Airport

Delta Airport Customer Service (ACS) – Project Manager

2007 – 2010

- Handled and prioritized multiple project requests simultaneously
- Resolved challenges quickly and displayed a high degree of initiative and drive
- Delegated project tasks based on individual strengths, skill sets and experience levels
- Lead high visibility projects that impacted multiple departments within ACS and across other divisions
- Project work included such projects as:
 - Alaska Airlines start-up
 - South Terminal Security Lane build out
 - International gate ramp standardization

Delta Corporate Offices

Corporate Sales Development / Agency Sales and Strategy

2005 – 2007

- Analyzed transcontinental market performance to identify performance trends
- Performed competitive and revenue analysis of transcontinental routes
- Identified opportunities to increase revenue and shift market share
- Analyzed program effectiveness, reported performance and prepared executive summaries and presentations
- Developed both strategic and tactical plans aimed at maximizing premium revenue in agency sales
- Facilitated contracting process and monitored account performances

Delta Technical Operation

Six Sigma Black Belt & Process Improvement

2003 – 2005

- Directed high-visibility projects for TechOps that improved overall divisional and company performance
- Steered business unit leaders in the development of project management project plans
- Evaluated and recommended improvement projects which provided opportunity to improve cost, quality and cycle time

Sales and Account Manager – Aircraft Component Maintenance Insourcing (MRO Services)

2000 – 2003

- Exhibitor at Maintenance Repair & Overhaul (MRO), National Business Aviation Administration (NBAA) trade shows marketing our maintenance capabilities. Arranged travel, lodging, booth space at all trade shows
- Developed and implemented market and business plans
- Initiated contract proposal development; meet with corporate aviation leaders to negotiate contracts

Supervisor, Pneumatic Department

1997 – 2000

Aircraft Mechanic

1991 – 1997

- Experienced in adhering to compliance standards in a heavily regulated environment
- Performed scheduled and unscheduled maintenance on a variety of aircraft
- Disassembled, overhauled, and repaired aircraft structures and components

United States Air Force / United States Air Force Reserves

1981 – 1985

United States Air Force Reserves

1987 - 1991

Safety / Environmental Representative

- Department 390
- Department 361

2011 – current

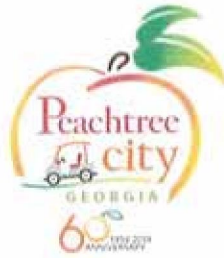
1997 – 2000

Community Affiliations

- Fayette County Falcon Field Airport Authority– Board Member– Served five-year term
- Habitat Build (Spring and Fall 2012, Spring 2013, Spring 2014)
- American Red Cross Blood Drive Volunteer/ 2011- current
- Civil Rights Round Table Event– Atlanta
- American Legion Post# 50 – Member
- Dave Ramsey Financial Peace University– Coordinator– Instructor
 - Instructor of eight-week event two times
 - Coordinator of small-group three times (eight-week event)

Conferences attended as an Exhibitor representing Delta

- National Business Aviation Association (NBAA) 2001 – 2004
- Aviation Week Maintenance Repair & Overhaul (MRO) 2001 – 2003
- European Business Aviation Association (EBACE), Geneva, Switzerland 2001
- AS3 Aviation Services and Suppliers Super Show 2001



APPLICATION FOR APPOINTMENT

Planning Commission

The Planning Commission is a volunteer board that reviews conceptual site plans, landscape plans, and some non-residential building elevations for development in Peachtree City. The Commission also provides recommendations to the Mayor and City Council on all zoning requests and annexation requests, and assists with the regular update of the City's Comprehensive Plan and Land Use Plan.

The Planning Commission is comprised of five members appointed to three-year terms. Meetings are on the second Monday of each month at 7:00 p.m. Members are required to attend a minimum of eighty percent (80%) of all meetings. Appointees will also be required to attend various Planning Commission Training classes and meetings paid for by the City as part of their service on the Commission.

Applicants must be a legal resident of the State of Georgia and have been a resident of Peachtree City for at least six months prior to the date an application is submitted. Elected officials of any governmental jurisdiction in the County and City employees are not eligible for appointment.

The City will be accepting applications and resumes for this position. All applications must be returned to Debbie Lemay at City Hall, 151 Willowbend Road, Peachtree City, GA 30269 **no later than 5:00 p.m. on Friday, September 13, 2019.**

Issued: August 8, 2019
Contact: Debbie Lemay, Executive Assistant
Office: 770-632-4260

Name: Ian Anderson Williams

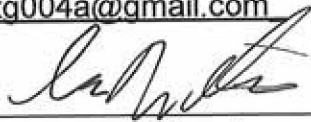
Address: 107 Hamilton Dr.

Peachtree City, GA 30269

Cell Phone: (386)-748-3645

Alt Phone: (386)-748-3640

E-mail: gtg004a@gmail.com


Signature

8/6/2019
Date



APPLICATION FOR APPOINTMENT

Planning Commission

How long have you been a resident of Peachtree City?

One year.

Why are you interested in serving on the Planning Commission?

I would like to serve the public by using my experience in local government law and land planning to make a positive impact on the Planning Commission and future development within Peachtree City. I am particularly interested in balancing the one-of-a-kind development pattern that makes PTC unique (and that drew my family here) with the ongoing demand for redevelopment, economic growth, affordable and senior housing, and mixed-use developments.

What qualifications and experience do you possess for appointment to the Planning Commission? (Licensed/Registered Architect, Landscape Architect, etc.)

I am an attorney (licensed in Florida) and currently work for Thomson Reuters' Practical Law service. In my current job, I write resources for local government attorneys nationwide (for example, a guide on how to draft a holiday display policy that complies with the First Amendment).

Before working for Practical Law, I represented Volusia County, Florida (the Daytona Beach area) primarily as an in-house land use attorney.

List your recent employment experiences to include name of company and position.

Thomson Reuters / Practical Law – Senior Legal Editor, Government Service: State & Local (based out of Washington, D.C. but working remotely in Peachtree City as of July 2018). November 2015 – Present.

Volusia County, Florida – Assistant County Attorney. August 2010 – November 2015.

Florida's Fifth Judicial Circuit – Staff Attorney / Law Clerk. August 2009 – August 2010.

Do you have any experience relating to City planning? If so, describe.

With Volusia County, I drafted numerous ordinances amending the comprehensive plan and zoning code. I was also the board attorney for the county's planning board (referred to as the "PLDRC") and the Daytona Beach International Airport Land Development Committee.

With Volusia County, I routinely advised elected officials and administrative leadership on land use and zoning law including annexations, interpretations of the zoning code, rezoning and planned unit developments, comprehensive planning, developments of regional impact, site plans, airport master planning and hazard zoning, special exceptions and variances, rights-of-way and public easements, plat dedications, Florida's Right to Farm Act, interlocal agreements, and joint planning areas. In addition to the planning department, I also represented the county's water and wastewater utility services, traffic engineering, solid waste department, code enforcement, and building department.

I also routinely litigated the county's legislative and administrative decisions in state and federal court (including inverse condemnation and Section 1983 land use claims).

For Practical Law, I frequently write on zoning and land use topics, including sign code compliance with the First Amendment, regulation of residential density, planned unit development zoning, and public utilities.

Have you attended any Planning Commission meetings in the past year and, if so, how many?

I have not attended any yet, but I frequently follow the agenda and minutes.

Are you willing to take continuing Planning Commission education classes, paid by the City?

Yes.

Would there be any possible conflict of interest between your employment and you serving on the Planning Commission?

None.

Describe your current community involvement.

I volunteer with my son's den in Cub Scout Pack 75. I'm an Eagle Scout and have been encouraging my kids in scouting (my daughter, a sophomore at McIntosh High School, recently worked as a C.I.T. this summer at Camp Thunder / Gerald I. Lawhorn Scouting Base).

IAN ANDERSON WILLIAMS

107 Hamilton Rd, Peachtree City, GA 30269

386-748-3645

gtg004a@gmail.com

EDUCATION

Boston College Law School

Juris Doctor, May 2009

Georgia Institute of Technology

Bachelor of Science in International Affairs and Modern Languages (Highest Honors), December 2005

BAR ADMISSION

Florida

U.S. District Court – Middle District of Florida

EXPERIENCE

Thomson Reuters - Practical Law

Washington, D.C.

Senior Legal Editor, State & Local Government Law

November 2015 – Present

- Researched, drafted, and edited resources for government attorneys on various legal topics including constitutional law, Section 1983 litigation, inverse condemnation, sovereign immunity, land use and zoning law, and the drafting of legislation and policies.
- Worked with contributors on peer reviewing and drafting Practical Law web and print resources.
- Collaborated with other Practical Law practice areas on new resources covering eminent domain, zoning, conservation easements, dormant Commerce Clause, Section 1983 litigation, and FAA lease provisions.
- Contributed to the planning and organization of government content.
- Routinely aided the government segment's marketing group on creating new handouts, webinars, and email blasts.
- Trained government segment's sales team members and Westlaw representatives on demoing Practical Law.
- Represented Practical Law at municipal attorney trade conferences.
- Created and demoed test products to aid government attorneys in the drafting of contracts, legislation, and policies.
- Maintained existing resources and created new toolkits.
- Interviewed new hire candidates and aided in the onboarding and training process.

Volusia County, Florida

Assistant County Attorney

August 2010 – November 2015

- Drafted and negotiated leases of real property for retail, restaurant, industrial, public projects, and educational developments - including at the Daytona Beach International Airport.
- Drafted and negotiated leases and management plans with the State of Florida and the federal Bureau of Land Management for a large ocean front park and associated conservation areas.
- Drafted and negotiated real estate purchase agreements, utility agreements, easements, impact fee agreements, and other licenses in real property.
- Negotiated favorable results with the E.P.A. (Superfund), the Florida Department of Environmental Protection, and the St. Johns River Water Management District regarding environmental contamination on numerous county-owned properties.
- Routinely advised elected officials and administrative leadership on land use and zoning law including annexations, interpretations of the zoning code, rezoning and planned unit developments, comprehensive planning, developments of regional impact, site plans, airport master planning and hazard zoning, special exceptions and variances, rights of way and public

easements, plat dedications, Florida Right to Farm Act, interlocal agreements, and joint planning areas.

- Defended county council's zoning and land use decisions as the primary attorney litigating petitions for writs of certiorari and mandamus in the circuit court and Fifth District Court of Appeal.
- Litigated other land use related Section 1983 claims including violations of substantive due process and inverse condemnation in state and federal court. E.g. 2011 WL 4596457.
- Defended action brought under Florida Land Use and Environmental Dispute Resolution Act.
- Negotiated settlements arising from zoning and code enforcement disputes.
- Attorney for the Volusia County Planning and Land Development Regulation Commission. Advised Commission on compliance with sunshine law and standards and procedure for making quasi-legislative and quasi-judicial zoning decisions.
- Attorney for Daytona Beach International Airport Land Development Committee.
- Routinely drafted ordinances and resolutions involving amendments to the Code of Ordinances and Comprehensive Plan.
- Advised the county corrections division on policy matters including strip searches, jail mail limitations, photographing tattoos, protesting and free speech zones at the jail, and use of force policies.
- Represented the county's water and wastewater utility services, traffic engineering, solid waste department, and building department.
- Advised the county on various taxation and fee issues including gas taxes, special assessments and impact fees, ad valorem property taxes, beach tolls, tax and code enforcement liens, and utility capacity fees.

Fifth Judicial Circuit

September 2009 – August 2010

Staff Attorney / Trial Court Law Clerk

- Researched legal issues to resolve civil circuit and county court cases.
- Drafted orders and final judgments for judiciary based on independent research.
- President of the Florida Trial Court Staff Attorneys Association.

Ameribar

June 2009 – August 2010

Legal Editor

- Drafted, edited, and proofread materials used in national bar preparation materials.
- Graded and critiqued practice bar exam essays.

Thomson Reuters

January 2009 – May 2009

Legal Editorial Intern – Aspatore Books

- Checked and edited the citations for upcoming legal publications.
- Conducted interviews with leading attorneys and government officials that formed the main content for upcoming Thomson Reuters publications.

Massachusetts Port Authority (Massport)

June 2008 – August 2008

Summer Associate - Legal Department

- Researched and analyzed real estate contracts and leases for Boston's Logan International Airport, regional airports, and shipping container and cruise ports.
- Researched and drafted memorandum in support of a motion to get an ERISA claim against Massport dropped.
- Drafted section of a motion for summary judgment in an LHWCA tort claim regarding Massport's immunity from liability.
- Drafted memoranda regarding the possibility of removal and declaratory judgments in LHWCA cases.
- Compiled and analyzed rent adjustment valuation methods in lease contracts to determine irregularities in how the annual adjustments are computed.

Boston College Law School

June 2007 – May 2008

Research Assistant to Professor George Brown

- Researched and analyzed various law and religion topics regarding courts' use of the "ecclesiastical abstention" doctrine.
- Drafted 400 footnotes, and aided in editing and finalizing a paper on the 1st Amendment and judicial elections. 49 Wm and Mary L. Rev. 1543 (2008).

U.S. Mission to the United Nations, Geneva, Switzerland

May 2005 – August 2005

Intern - Office of the U.S. Delegation to the Conference on Disarmament (CD)

- Participated in dialogue with other delegations on ongoing arms control negotiations.
- Researched and drafted a report for the Ambassador on causes for the failings of the League of Nations' Disarmament Committee.
- Prepared briefing books for Ambassador before meetings with other foreign officials and International Atomic Energy Agency meetings.

U.S. Department of State, Washington, DC

September 2004 – December 2004

Intern – Bureau of Arms Control, Office of International Security Negotiations

- Assisted in formulating policy and strategies for US delegation to the First Committee of the UN in New York and the Conference on Disarmament in Geneva, Switzerland.
- Drafted and cleared policy guidance cables that were sent to delegations.
- Participated in interagency negotiations on arms control policy issues.



APPLICATION FOR APPOINTMENT

Planning Commission

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The City will be accepting applications and resumes for this position. All applications must be returned to Debbie Lemay at City Hall, 151 Willowbend Road, Peachtree City, GA 30269 **no later than 5:00 p.m. on Friday, September 13, 2019.**

Issued: August 8, 2019
Contact: Debbie Lemay, Executive Assistant
Office: 770-632-4260

Name: Suzanne S Stern
Address: 3 Northlake Dr.
Peachtree City, GA 30269
Cell Phone: 229 347 1852
Alt Phone: 770 692 2929
E-mail: suzsster@gmail.com

Suzanne S Stern
Signature

9/13/19
Date



APPLICATION FOR APPOINTMENT

Planning Commission

How long have you been a resident of Peachtree City? *Currently, 2 years 3 months.*

I moved to PTC in 1975 with my family when I was 9 years old, then left when I went to college. My family has lived here since.

Why are you interested in serving on the Planning Commission?

Peachtree City is my 'home town'. I love it and want the best for the place and the people who live & work here.

What qualifications and experience do you possess for appointment to the Planning Commission?

(Licensed/Registered Architect, Landscape Architect, etc.) My father, Jim Strickland, and brother, Todd Strickland, have made sure to keep me informed on PTC happenings. I worked in architecture - Historical Concepts for 14+ years

List your recent employment experiences to include name of company and position.

President - Our Town Plans, 7+ years

Senior Intern - Historical Concepts 14+ years, later as consultant

Do you have any experience relating to City planning? If so, describe.

I have worked with developers/planners in my jobs

I have served on Historic Preservation Commissions in Senoia and Albany (President of Commission)

Have you attended any Planning Commission meetings in the past year and, if so, how many?

No

Are you willing to take continuing Planning Commission education classes, paid by the City?

Yes

Would there be any possible conflict of interest between your employment and you serving on the Planning Commission?

It is possible, given my work. Should a conflict arise, I would recuse myself.

Describe your current community involvement.

I just lost my husband after a long illness - during which I have not had any meaningful community involvement. In the past, I have always been active in the community and I feel it's time to 'get back in'!



APPLICATION FOR APPOINTMENT

Planning Commission

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The Planning Commission is comprised of five members appointed to three-year terms. Meetings are on the second Monday of each month at 7:00 p.m. Members are required to attend a minimum of eighty percent (80%) of all meetings. Appointees will also be required to attend various Planning Commission Training classes and meetings paid for by the City as part of their service on the Commission.

Applicants must be a legal resident of the State of Georgia and have been a resident of Peachtree City for at least six months prior to the date an application is submitted. Elected officials of any governmental jurisdiction in the County and City employees are not eligible for appointment.

The City will be accepting applications and resumes for this position. All applications must be returned to Debbie Lemay at City Hall, 151 Willowbend Road, Peachtree City, GA 30269 **no later than 5:00 p.m. on Friday, September 13, 2019.**

Issued: August 8, 2019
Contact: Debbie Lemay, Executive Assistant
Office: 770-632-4260

Name: Brian Shoun *Shoun*
Address: 229 Felspar Ridge
Peachtree City, GA 30269
Cell Phone: 770-880-3483 *LM id2*
Alt Phone: 404-395-4726
E-mail: shoun_brian@comcast.net

Brian Shoun
Signature

9/13/19
Date



APPLICATION FOR APPOINTMENT

Planning Commission

How long have you been a resident of Peachtree City?

- 15 years

Why are you interested in serving on the Planning Commission?

- Someone asked me to look into serving

What qualifications and experience do you possess for appointment to the Planning Commission?
(Licensed/Registered Architect, Landscape Architect, etc.)

- Georgia Professional Engineer for 25 years
- Served in city/county governments concerning land planning, transportation, stormwater, environmental issues, disaster recovery actions, comprehensive plans, and etc.

List your recent employment experiences to include name of company and position.

- | | |
|--------------------------|--|
| - Current | - Previous = DeKalb County - Flood Management Supervisor |
| State of Georgia DNR EPD | - Previous = Private development company - Senior Engineer |
| Floodplain Unit | - Previous = Whitfield County - County Engineer |
| Environmental Engineer | - Previous = City of Albany - Senior Engineer |
| | - Previous = Lee County - County Engineer |

Do you have any experience relating to City planning? If so, describe.

- Have experience on both sides of city planning = trying to get projects approved and reviewing / approving projects for construction = also assisted with master planning

Have you attended any Planning Commission meetings in the past year and, if so, how many?

- none

Are you willing to take continuing Planning Commission education classes, paid by the City?

- yes

Would there be any possible conflict of interest between your employment and you serving on the Planning Commission?

- none seen at this time

Describe your current community involvement.

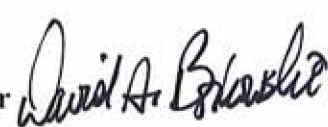
- I use the city's facilities, but not active in maintaining them

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jonathan Rorie, City Manager 

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

DATE: October 11, 2019

SUBJECT: Stormwater Maintenance Agreements – Lot 1 Tract F, Cavalier Manor
November 7, 2019, City Council Meeting

Recommendation:

Staff recommends that City Council authorize the Mayor to sign the attached stormwater maintenance agreement(s).

Discussion:

The variance conditions for this subdivision requires that new stormwater facility owners enter into a maintenance agreement whereby they officially assume responsibility for the maintenance of their facility. The agreement does not obligate the City for maintenance or assign the City liability.

Budget Impact:

There is no budget impact for this item.

Attachments – Agreement

Record and return to:

Cinnamon Mack
City of Peachtree City
151 Willowbend Road
Peachtree City GA 30269

STORMWATER MANAGEMENT FACILITY MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of October, 2019, by and between **CAVALIER MANOR, LLC**, a Georgia limited liability company (hereinafter called the "Landowner") and **PEACHTREE CITY, GEORGIA** (hereinafter called the "City").

WITNESSETH:

WHEREAS, the Landowner is the owner of certain real property described as

All that tract or parcel of land lying and being in Land Lots 121 & 122 of the 7th District of Fayette County, Georgia, being shown as Lot 1 and Tract F on Survey prepared for Denise M. Care by W. D. Gray and Associates, dated October 2, 2018 and recorded at Plat Book 51, Page 92, Fayette County, Georgia records, which plat is hereby incorporated and made a part hereof by reference as recorded by deed in the land records of Fayette County, Georgia, Deed Book 4860, Page 281 (hereinafter called the "Property");

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

WHEREAS, the Site Plan/Subdivision Plan known as "Cavalier Manor," dated 09/05/2019, and approved by City on 09/09/2019 (hereinafter called the "Plan"), which is expressly made a part hereof, as approved or to be approved by the City, provides for management of stormwater, as indicated, within the confines of the Property;

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

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

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

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

Stormwater Management Manual are to be used to establish what constitutes "good working condition," under this Agreement.

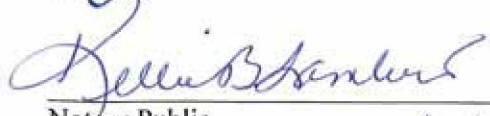
WITNESS the following signatures and seals:

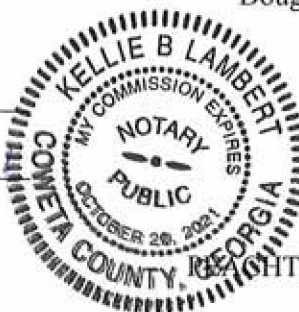
Signed, sealed and delivered
In the presence of:

CAVALIER MANOR, LLC


Witness

By:  (Company Seal)
Douglas Feller, Manager


Notary Public
My Commission Expires: 10/20/2022



Signed, sealed and delivered
In the presence of:

_____ HIGHTREE CITY, GEORGIA

Witness

By: _____ (City Seal)
Name: _____
Title: _____

Notary Public
My Commission Expires: _____

Maintenance Facility Contact Information: (Please print or type)

Name

Email address

Street

City/State/Zip

Fax Number

Telephone Number

Approved as to Form:

City Attorney

**PRELIMINARY PLAT OF:
CAVALIER MANOR
PARCEL # 0729 022
NOT FOR RECORDING**



TOTAL AREA = 2.42 ACRES ±
TOTAL ACREAGE OF SINGLE FAMILY (LOTS) 2.68 ACRES ±
AVERAGE LOT SIZE: 2.33 ACRES ±
PROPOSED NUMBER OF LOTS: 2

[illegible]

CAVALIER MANOR, LLC
CONTACT: DONALD FILLER
P.O. BOX 2871
PEACHTREE CITY, GA. 30108
PHONE: 678-227-2872

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jonathan N. Rorie, City Manager

FROM: Robin Bechtel Cailloux, AICP
Planning and Development Director 

DATE: October 17, 2019

SUBJECT: Consider Agreement with TSW for Livable Center Initiative Study
November 7, 2019 City Council Meeting

Recommendation:

That Council authorize the City to enter into an Agreement with TSW to provide consulting services for the Peachtree City Livable Center Initiative Study (LCI).

Discussion:

The City received six (6) responses to the RFP issued in late August for the LCI plan update. A cross functional team of four (4) city staff reviewed and scored the responses using the scoring criteria included in the RFP, with 5.0 being the highest total score per measurement. Scores were compiled into a final score for each responding team; the summary table of scores is attached to this memo.

The review team was comprised of Tim Maret, a Code Enforcement officer who has worked for the City for over 20 years and interacts daily with citizens and business owners; Chandra Wright of the Planning Department; Angela Eagan with Purchasing, and led by Robin Cailloux.

With the project manager from the ARC, Allison Duncan, the review team interviewed the two top-scoring consulting teams on October 16: The Collaborative and TSW. (The Collaborative is a firm with offices in Boston and Atlanta, and should not be confused with the local company, The Collaborative Firm). The review team is recommending that the highest scoring firm, TSW, be awarded the contract.

TSW emphasizes implementation of their plans. They have completed over 37 LCI plans, LCI Updates, and LCI Transportation Implementation Plans. With over 150 developments constructed and \$49 million in transportation projects funded in their LCI study areas, TSW has a solid history of producing plans that solve complex community issues that can be realistically implemented by local governments.

TSW is teaming with Kimley-Horn for their transportation expertise and Noelle Consulting Group for their market research expertise. If accepted by City Council, the team will begin in late November and be completed by September 2020.

Budget Impact:

The City has budgeted the matching \$32,000 for the LCI grant of \$128,000. The proposed price by TSW for this service is \$160,000.

Table 1: Summary of Scores

Lead Company	Understanding and Approach to Tasks 15%	Experience with Comparable Planning and Market Analysis Projects	Public Outreach	Quality of Past Work, Ability to Control Costs and Meet Schedules	Price	Total Weighted Score
weight	15%	30%	25%	15%	15%	
Cooper Carry	4.18	3.95	3.75	3.63	4.51	3.97
CPL	4.27	2.67	4.47	4.80	5.00	4.03
Pond	4.03	3.63	4.05	4.10	4.58	4.01
Sizemore Group	4.20	4.19	4.40	4.08	4.64	4.29
The Collaborative	4.60	4.19	4.48	4.29	4.43	4.37
TSW	4.53	4.65	4.25	4.63	4.43	4.49

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Jonathan N. Rorie, City Manager 
Paul Salvatore, Director of Financial Services 
Kelly Bush, Assistant Finance Director 

FROM: Joe O'Connor, Fire Chief

DATE: October 16, 2019

SUBJECT: Budget Amendments and Grant Acceptance – Georgia Emergency Management and Homeland Security (GEMA/HS)

November 7, 2019 City Council Consent Agenda

Recommendation:

It is Staff's recommendation that City Council accept the FY2019 Homeland Security Grant in the amount of \$6,642.00 and authorize the Mayor and staff to sign the attached grant documents. We also request that Council approve the attached budget amendment to the fiscal year 2020 budget resolution.

Discussion:

Peachtree City has been awarded the opportunity to receive a grant from the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) in the amount of \$6,642.00 from 2019 Homeland Security Grant funds. Supplies and equipment purchased through this grant will benefit the response capability of the Multi-Jurisdictional Hazardous Material Response Team, to which our Department is one of three partners with Fayette County Emergency Services and Fayetteville Fire Department.

Under the terms of this grant, Peachtree City will purchase the items for the benefit of the multi-jurisdictional team directly and receive reimbursement through the grant.

Budget Impact:

Be it resolved the attached budget amendment will increase both revenues and expenditures in the Fire Grant Fund 204 by \$6,642. This is a reimbursement grant with no matching requirements.

Attachments: Budget Amendment.

kb: council reports/Budget Amendments for 2020

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 20-02

DATE 11/07/2019

ACCOUNT	PROJECT	DESCRIPTION	INCREASE	DECREASE
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[illegible]

NOW, THEREFORE, BE IT RESOLVED that this Council hereby amends the Fiscal Year 2020 Budget Resolution increasing both Revenue and Expense in the Special Revenue Fire Grant Fund to budget for the grant award from GEMA/HS grant.

Entered _____

Approved _____



**FISCAL YEAR 2019
HOMELAND SECURITY GRANT PROGRAM**

**AGREEMENT BETWEEN
THE STATE OF GEORGIA
GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY**

AND

Peachtree City

GRANT: #105

The United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), approved the application and awarded grant funding from the Fiscal Year (FY) 2019 Homeland Security Grant Program to the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) on behalf of the State of Georgia, in accordance with *The Homeland Security Act of 2002* (Public Law 107-296), *as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007* (Public Law 110-53). The Catalog of Federal Domestic Assistance (CFDA) number for this grant is 97.067.

GEMA/HS will maintain overall responsibility and accountability to the federal government for the duration of the program. GEMA/HS, as Recipient, has awarded the amount of \$6,642.00 to Peachtree City as Subrecipient, in accordance with the Fiscal Year 2019 Homeland Security Grant Program (HSGP), State Homeland Security Program (SHSP), and/or Urban Area Security Initiative (UASI).

Under this Agreement, GEMA/HS will execute the interests and responsibilities of the Recipient. The individual designated to represent the State is **Homer Bryson, Authorized Recipient Official**. The State has designated **Harlan Proveaux** as the **Program Manager** of this program. The Subrecipient's Authorized Official has authority to legally bind the Subrecipient and will execute the interests and responsibilities of the Subrecipient. The Subrecipient's Authorized Official is the person whose name and signature appear on page twelve (12) of this agreement.

PURPOSE: The Subrecipient agrees to use allocated funds only as approved; to comply with the terms, conditions and guidelines, as stated within this agreement; and to request reimbursement only for expenditures made in accordance with the Approved Cost Lines. Any modification to the Budget must be requested in writing by the Subrecipient and must be approved by the Program Manager or other authorized representative prior to the execution of that modification.

After all approved items on the approved Budget have been reimbursed to the Subrecipient, this Subrecipient Agreement shall be terminated. Any remaining funds shall be forfeited by the Subrecipient, and deobligated and reallocated by GEMA/HS.

PERIOD OF PERFORMANCE: This Agreement shall become **effective** on October 1, 2019, or on the date when the Agreement has been signed by all parties and returned to GEMA/HS, whichever is later, and shall continue through November 30, 2021. No modifications to the Budget can be made after the termination date, November 30, 2021, or when all funds have been used.

Spending of grant funds, may not commence until this Agreement is **effective**. The Subrecipient agrees that all purchases and expenditures authorized under this program must be completed by the effective end date. Extensions are at the discretion of GEMA/HS and will only be granted for cause when requested in writing at least 30 days prior to the end date of this Agreement.

Caveat: DHS/FEMA has reserved the right to change the FY19 HSGP grant; including shortening the performance period and/or grant end date. Any change in the grant and/or performance period of the FY19 HSGP award will be passed through to the Subrecipient by GEMA/HS.

EXHIBITS: Exhibits are attached or attainable via the internet and made a part of this agreement by reference:

- | | |
|-----------|---|
| Exhibit A | Standard Assurances – Standard Form 424B (Non-Construction) or Standard Form 424D (Construction), as applicable
(COMPLETE, SIGN AND RETURN WITH AGREEMENT) |
| Exhibit B | National Incident Management System (NIMS) Compliance Form
(COMPLETE, SIGN AND RETURN WITH AGREEMENT) |
| Exhibit C | Certifications Regarding Lobbying; Debarment, Suspension And Other Responsibility Matters; And Drug-Free Workplace Requirements
(COMPLETE, SIGN AND RETURN WITH AGREEMENT) |
| Exhibit D | Program Information Form
(COMPLETE, SIGN AND RETURN WITH AGREEMENT) |
| Exhibit E | Tangible Property Report (KEEP FOR REFERENCE) |
| Exhibit F | U.S. Department of Homeland Security, HSGP, Grant Agreement Number EMW-2019-SS-00072, Agreement Articles (KEEP FOR REFERENCE) |
| Exhibit G | Approved Budget Cost Line(s) (KEEP FOR REFERENCE) |
| Exhibit H | DHS/FEMA Fiscal Year 2019 HSGP Notice of Funding Opportunity Announcement (DHS/FEMA NOFO), located at: |

PURCHASES, REIMBURSEMENT, AND REPORTING REQUIREMENTS:

- A. Purchasing:** Subrecipient must follow federal, state and local procurement guidance and regulations as standards for purchasing or acquiring equipment and services. All spending or purchases must be made in accordance with the agreed spending plan as outlined on the Budget Cost Lines and all equipment purchases must be in accordance with the Department of Homeland Security Authorized Equipment List (DHS/AEL) located on the internet at:
<https://www.fema.gov/media-library/assets/documents/101566>
- B. Payment Requests:** Payments to the Subrecipients will be made only upon presentation of the approved Payment Request. Reimbursements from invoices and applicable proof of payment (or other justifying documentation) will only be made for eligible equipment, materials, expenses, and costs upon approval of the Program Manager. Omission of pertinent documentation will constitute justification for non-payment of any amounts submitted on the Payment Request.
- C. State Purchases on behalf of Subrecipient:** GEMA/HS may, with the written consent of the Subrecipient, retain and expend grant funding on behalf of the Subrecipient. Before the State will make purchases on behalf of local jurisdictions, the Subrecipient must provide justification, receive approval from GEMA/HS and provide GEMA/HS with a Memorandum of Understanding authorizing GEMA/HS to expend these funds. If GEMA/HS does agree to retain and expend grant funding on behalf of the Subrecipient, the Subrecipient is required to submit documentation to verify receipt and acceptance of the goods or services on the [Acknowledgment Form (Exhibit J) and provide any other documentation or information requested by GEMA/HS. If the Acknowledgement Form is not returned to GEMA/HS in a timely manner, the Subrecipient will be held accountable for payment to the vendor. The Subrecipient is still accountable for submitting the Quarterly Financial Status Reports (FSR) (Exhibit H) on a timely basis according to the guidelines in the section below].
- D. Quarterly Financial Status Report (FSR):** The disposition of grant funds, including all obligations and expenditures, must be reported to GEMA/HS on a quarterly basis through the FSR, which is due within 30 days of the end of each calendar quarter. A copy of the FSR report form is attached as Exhibit H to this agreement.

The following reporting periods and due dates apply:

- | | | |
|------------------|-------------------------|----------------|
| • First Quarter | October 1 – December 31 | Due January 31 |
| • Second Quarter | January 1- March 31 | Due April 30 |
| • Third Quarter | April 1 – June 30 | Due July 31 |
| • Fourth Quarter | July 1 – September 30 | Due October 31 |

FAILURE TO HAVE A CURRENT FSR ON FILE AT GEMA/HS WILL RESULT IN WITHHOLDING OF REIMBURSEMENT UNTIL THE FSR IS RECEIVED.

- E. Biannual Strategy Implementation Reports (BSIR):** The Subrecipient shall complete and submit any other reports as requested by GEMA/HS and cooperate and assist GEMA/HS in complying with the DHS tracking and reporting requirements. Specifically, without limitation, Subrecipient shall submit information at the request of GEMA/HS to assist in the submission of the BSIR, and any other reports, as required

MONITORING AND AUDITS: The Subrecipient shall permit persons duly authorized by GEMA/HS access to inspect and copy all records, books papers, documents, facilities, goods, and services related to this Agreement, and to interview clients, employees, and subcontractors of the Subrecipient concerning the performance of this Agreement. If the Subrecipient fails to provide access to such materials, GEMA/HS may terminate this Agreement.

LAWS, REGULATIONS, FINANCIAL AND ADMINISTRATIVE REQUIREMENTS, AND PROGRAM GUIDANCE: The Subrecipient shall comply with all applicable federal and state laws, regulations, and financial and administrative requirements. A non-exclusive list of regulations is listed below. Code of Federal Regulations (CFR) sections may be accessed online at <http://www.ecfr.gov/>.

A. Administrative Requirements

2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

2 CFR Part 200, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

B. Cost Principles

2 CFR Part 200, Subpart E, Cost Principles for State, Local and Indian Tribal Governments

2 CFR Part 200, Subpart E, Cost Principles for Education Institutions

2 CFR Part 200, Subpart E, Cost Principles for Non-Profit Organizations

48 CFR 31.2, Federal Acquisition Regulations (FAR) Contracts with Commercial Organizations

C. Organizational Audit Requirements: The Subrecipient agrees to comply with the organizational audit requirements of 2 CFR Part 200, Subpart F, Audits of States, Local Governments, and Non-Profit Organizations.

Subrecipients that expend \$750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's (GAO's) Government Auditing Standards, which may be accessed online at <http://www.gao.gov/govaud/ybk01.htm>, and in accordance with 2 CFR §200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year.

In addition, Subrecipients must submit the audit report to the State of Georgia, by sending a copy to the Georgia Department of Audits and Accounts, Nonprofit and Local Governments Audits, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.

If required to submit an audit report under the requirements of 2 CFR Part 200, Subpart F, the Subrecipient shall provide GEMA/HS with written documentation showing that it has complied with the single audit requirements. Such documentation shall be returned to GEMA/HS with this signed Agreement. The Subrecipient shall immediately notify GEMA/HS in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

- D. Selected Items of Cost:** The Subrecipient agrees to comply with the requirements of OMB 2 CFR Part 225, Selected Items of Cost. Physical inventories must be taken at least once every two years to ensure that assets received through this Agreement exist, and are in use. Governmental units will manage and maintain equipment in accordance with State laws and procedures.
- E. Data Universal Numbering System (DUNS) Number Requirement:** No entity may receive a subgrant under this award unless GEMA/HS has received the DUNS number for the prospective Subrecipient.
- F. Accounting System:** The Subrecipient agrees to maintain an accounting system integrated with adequate internal fiscal and management controls to capture and report grant data with accuracy, providing full accountability for revenues, expenditures, assets, and liabilities. This system shall provide reasonable assurance that the Subrecipient is managing federal and state financial assistance programs in compliance with all applicable laws and regulations
- G. Retention and Maintenance of Records:** The Subrecipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of grant funds. All such records must be retained by the Subrecipient for a minimum of three years from the date that the DHS closes the State of Georgia's 2019 HSGP grant. GEMA/HS will notify the Subrecipient in writing when the retention period begins.
- H. Withholding and Repayment of Funds:** In addition to any other remedies provided by law or the terms of this Agreement, if the Subrecipient fails to comply with any of the terms or conditions of this Agreement, including all exhibits hereto, or with any applicable federal or state law or regulation, GEMA/HS may withhold or require repayment of grant funds in connection with which the violation occurred. In addition, GEMA/HS may withhold or require repayment of all or any portion of the financial award which has been or is to be made available to the Subrecipient. Specifically, without limitation, GEMA/HS will be entitled to payment from the Subrecipient for any funds paid by the State or that the State is responsible to pay on behalf of the Subrecipient for which GEMA/HS is unable to receive payment or required to repay due to the Subrecipient's failure to cooperate in providing the required documentation showing receipt of the goods or services, completing and returning the Acknowledgment Form to GEMA/HS in the time required, purchasing of equipment in the time required, submitting request for reimbursement with complete supporting documents, or any other activity that GEMA/HS deems a failure by the Subrecipient under this Agreement.
- I. National Initiatives:**
1. The Subrecipient agrees to comply with all applicable terms and conditions of the FY 2019 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity Announcement (NOFO) (Exhibit M), including without limitation, adoption and implementation of the National Incident Management System (NIMS). Refer to NOFO, page 5, "NIMS Implementation section." Other NIMS resources are at the following locations:

<https://www.fema.gov/resource-management-mutual-aid>

<http://www.fema.gov/nims-doctrine-supporting-guides-tools>
 2. In order to assure compliance with NIMS requirements, all terms and conditions of this agreement are predicated and conditional upon the Subrecipient's assurance by completing and

signing the NIMS Compliance Form (Exhibit B) and returning the completed and signed form to GEMA/HS with the original signed Agreement.

3. The Subrecipient agrees to institutionalize the use of the Incident Command System (ICS) as required by Georgia law and the NIMS minimum compliance requirements.
4. The Subrecipient agrees that any exercises conducted with grant funds will be managed and executed in compliance with the Homeland Security Exercise and Evaluation Program (HSEEP). All exercises are to be planned, conducted, and evaluated with the implementation of improvement in accordance with the guidance from the HSEEP, available at <http://www.fema.gov/national-exercise-program>
 - a. Any exercises implemented with grant funds must be threat and performance-based and should evaluate performance of critical tasks required to respond to the exercise scenario.
 - b. All funded exercises are encouraged to be posted in the Multiyear Exercise Plan calendar, added to the National Exercise Schedule, located at <https://www.fema.gov/exercise> and must be preapproved by the GEMA/HS Exercise Program Manager.
 - c. The Subrecipient must report to the GEMA/HS Exercise Program Director prior to conducting scheduled exercises and provide the Program Director with an After Action Report (AAR) and Improvement Plan for each exercise conducted within 90 days following completion of the exercise in accordance with the FY19 HSGP DHS/FEMA NOFO (Exhibit M).
 - d. Exercises conducted using HSGP funding must be NIMS compliant, as defined by the current NIMS compliance matrices. Further information is available on the NIMS Integration Center Web site at <http://www.fema.gov/national-incident-management-system>.
5. The Subrecipient agrees to coordinate with GEMA/HS to maintain and update the Threat and Hazard Identification and Risk Assessment (THIRA) and agrees to provide GEMA/HS any information and access to records upon request.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA): All new subawards under this grant of \$25,000 or more are subject to FFATA reporting requirements. The Subrecipient is responsible for providing any information requested by GEMA/HS to complete the required report.

- A. Unless exempt, the Subrecipient shall report the names and total compensation of its five most highly compensated executives for its preceding completed fiscal year. This report is only required if:
 1. In the Subrecipient's preceding fiscal year, the Subrecipient received 80 percent or more of its annual gross revenues from federal procurement contracts and subcontracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 61104 of the Internal Revenue Code of 1986.
3. Additional information regarding the FFATA requirements can be found at <http://www.fema.gov/pdf/government/grant/bulletins/info350.pdf>, www.USAspending.gov, and www.fsr.gov

SPECIAL CONDITIONS:

- A. The Subrecipient agrees to use all grant funding awarded from the Fiscal Year 2019 Homeland Security Grant Program (HSGP) for costs related to preparedness activities associated with implementing the findings of State Preparedness Report, including goals and objectives, and any Urban Areas Security Initiative strategies.
- B. The Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2019 HSGP DHS/FEMA NOFO (Exhibit M), and to comply with all DHS/FEMA requirements and cooperate with GEMA/HS to comply with federal and state requirements related to the grant funding.
- C. The Subrecipient understands and agrees that any allocations and use of grant funding must support and may only be used to fund the investments identified in the Fiscal Year 2019 HSGP grant application submitted by GEMA/HS to DHS/FEMA and to use grant funding only for projects pre-approved by GEMA/HS.
- D. The Subrecipient agrees to comply with the FY 2019 Homeland Security Grant Program Agreement Articles, included with this agreement as Exhibit K. References in the exhibit to "recipient" apply to the Subrecipient's requirements as subrecipient. The Subrecipient agrees to sign and comply with the terms and conditions of GEMA/HS's Statewide Mutual Aid and Assistance Agreement and to render mutual aid for a suspected or real attack or in the case of weapons of mass destruction or other event, as determined by GEMA/HS. The Subrecipient shall sign any other Mutual Aid Agreements GEMA/HS or DHS/FEMA shall deem necessary in order to assure the Subrecipient will fulfill its obligations to render mutual aid.
- E. Any Subrecipient receiving funding for purposes of explosive ordnance disposal (EOD) agrees to contact the Peachtree City by telephone immediately whenever responding outside of its jurisdiction.
- F. The Subrecipient will maintain an inventory of all grant funded equipment and provide a copy to GEMA/HS at the end of the grant performance period. The Subrecipient will submit an updated inventory every year thereafter or as equipment is disposed of. Equipment must be used for the intended purpose for the life of the equipment. GEMA/HS must be given a written disposition plan for any equipment that has a value of \$5,000 or more at the end of its useful life.
- G. Non-Supplanting Requirement: The Subrecipient agrees that federal grant funds received under this award will not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources. Applicants or Recipients may be required to demonstrate if a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

The Subrecipient will be expected to demonstrate how these funds will be used to supplement, but not supplant, state or local funds for the same purposes.

- H. The Subrecipient agrees to cooperate with any assessments, national evaluation efforts, requests for information or data collection, including, but not limited to, the provision of any information regarding any activities within this agreement that may be required for the assessment or evaluation.
- I. Federal funds under this grant program are provided through reimbursement of all eligible expenditures. The Subrecipient shall follow procurement standards as stated in federal and state laws and regulations.
- J. Sole Source Procurement: The Subrecipient's procurement procedures and regulations must conform to federal procurement laws and standards. All procurement transactions without regard to dollar value, whether negotiated or through competitive bid process shall be conducted in such a manner as to provide maximum open and free competition.
- K. Should the Subrecipient elect to award a non-competitive proposal, justification must be provided and include a description of the program and why it is necessary to enter into non-competitive agreement. All sole-source procurements as defined in 2 CFR§200.320(f) must receive prior written approval from GEMA/HS.
- L. The Subrecipient understands and agrees that compensation for individual consultant services is to be reasonable and consistent and should represent fair market value for services. Time and effort reports for consultant services are required, and competitive bidding is encouraged, as explained in 2 CFR §200.317-326.
- M. The Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of GEMA/HS and DHS.
- N. No elected or appointed official or employee of the Subrecipient shall be admitted to any share or part of any benefit, directly or indirectly, from this agreement or grant award. This provision shall not be construed to extend to any contract made with a corporation for its general benefit.
- O. If the Subrecipient is found to be in violation of any of the conditions of this agreement, including any exhibits hereto, or of applicable federal and state laws or regulations, in addition to any other recourse available, GEMA/HS shall notify the Subrecipient that additional funds in connection with which the violation occurred will be withheld until such violation has been corrected to the satisfaction of GEMA/HS. In addition, GEMA/HS may withhold or require repayment of any portion of the financial award which has been or is to be made available to the Subrecipient, or retained and obligated or expended on behalf of the Subrecipient, for other projects under this program until adequate corrective action is taken.
- P. The Subrecipient understands and agrees that for any copyrightable work based on or containing data first produced under this Agreement, the Subrecipient shall grant the government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute, perform, disseminate, or prepare derivative works, and to authorize others to do so, for government purposes on all such copyrighted works. The Subrecipient shall affix the applicable copyright notices of 17 U.S.C. §401

or 402 and an acknowledgement of government sponsorship, including the grant award number, to any work first produced under this grant award.

Q. Environmental Historical Preservation (EHP)

1. The Subrecipient shall comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA or GEMA/HS to ensure compliance with applicable laws and regulations, including: Federal EHP regulations, laws and Executive Orders; National Environmental Policy Act; National Historic Preservation Act; Endangered Species Act; and Executive Orders on Floodplains (11988), Wetlands (11990), and Environmental Justice (12898). Failure of the Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. The Subrecipient shall not undertake any project having the potential to impact EHP resources without prior approval from FEMA, through GEMA/HS, including but not limited to communications towers, physical security enhancements, new construction, modifications to buildings, and replacement of facilities. The Subrecipient shall coordinate with GEMA/HS regarding any activities using grant funding that require specific documentation of compliance with federal laws and/or regulations.
2. The Subrecipient shall provide any information requested by GEMA/HS or FEMA to ensure compliance with applicable federal EHP requirements. Any change to the approved project or scope of work will require re-evaluation for EHP compliance. If ground disturbing activities may occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance, and, if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify GEMA/HS, and the Georgia Department of Natural Resources, Georgia State Historic Preservation Division.
3. The Subrecipient shall not undertake any project using HSGP funding to which the National Environmental Policy Act (NEPA) requirements are applicable without first obtaining written approval from FEMA, through GEMA/HS. The Subrecipient shall coordinate with GEMA/HS regarding any activities using grant funding that require specific documentation of NEPA compliance. Any construction activities initiated prior to the full environmental and historic preservation review and evaluation will result in a non-compliance finding and will not be eligible for HSGP funding.

For more information regarding FEMA's EHP requirements, the Subrecipient should refer to the DHS/FEMA FY19 NOFO (Exhibit M) and FEMA's Information Bulletins 329, 345, 356, 371, and 404 available on the internet at <http://www.fema.gov/grant-programs-directorate-information-bulletins>

- R. The Subrecipient agrees to cooperate with GEMA/HS in assuring that any training using HSGP funds is reported through the Training Information Reporting System ("Web-Forms") located at <https://www.firstrespondertraining.gov/admin/main.jsp>
- S. The Subrecipient agrees that funds from the FY 2019 HSGP utilized to establish or enhance state and local fusion centers will be used in compliance with the requirements and restrictions in the DHS/FEMA NOFO (Exhibit M) and with FEMA's Information Bulletins 281 and 288.

Specifically without limitation, the Subrecipient receiving funding to be used for costs related to a fusion center agree to comply with the following:

1. To use such funds to support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and the National Strategy for Information Sharing, and achievement of a baseline level of capability as defined by Global's *Baseline Capabilities for State and Major Urban Area Fusion Centers*, a supplement to the Fusion Center Guidelines, located at <http://www.it.ojp.gov/documents/baselinecapabilitiesa.pdf>
 2. To use such funds to support achievement of baseline levels of capability as defined in the fusion capability planning tool.
 3. The Subrecipient shall provide GEMA/HS with certification stating that the Subrecipient will assume responsibility for supporting the costs of any hired analysts following the three-year federal funding period or the termination of the Subrecipient Agreement, whichever occurs first.
 4. The Subrecipient shall provide GEMA/HS with certificates of completion of training for each intelligence analyst hired with grant funding to enable information/intelligence sharing capabilities in accordance with Global's *Minimum Criminal Intelligence Training Standards for Law Enforcement and Other Criminal Justice Agencies in the United States*, as required under the DHS/FEMA FY19 NOFO (Exhibit M) and Information Bulletin 288.
 5. All Subrecipients leveraging FY 2019 HSGP funds in support of information sharing and intelligence fusion and analysis centers must leverage available federal information sharing systems, including Law Enforcement Online (LEO) and the Homeland Security Information Network (HSIN) and comply with 28 CFR 23.
- T. Any Subrecipient receiving HSGP grant funding for purchasing or upgrading a mobile communication vehicle (MCV), equipment for an MCV, or other MCV related costs, agrees to comply with the following requirements:
1. Each agency receiving an MCV funded with HSGP funding will be required to participate with the MCV in at least one regional GEMA/HS sponsored MCV exercise annually and at least one GEMA/HS sponsored statewide MCV exercise biennially. Any agency who cannot meet this compliance requirement due to an unforeseen event in any year must request approval from GEMA/HS, providing a reasonable justification for failing to remain in compliance.
 2. Each agency receiving an HSGP funded MCV will provide GEMA/HS with updated vehicle equipment capability and inventory data as requested.
- U. In the event that the Subrecipient uses subcontractors or contractors, the Subrecipient shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable as prescribed by applicable Federal and State laws.
- V. The Subrecipient understands that any public contracts and subcontracts funded by the HSGP must comply with the requirements of O.C.G.A. §13-10-90, et seq., and Georgia Department of Labor Rules 300-10-1, et seq., to verify the contractor's or subcontractor's new employees' work eligibility through a federal work authorization program. The Subrecipient shall utilize the U.S.

DHS E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

CHANGES TO AGREEMENT: The Subrecipient understands and agrees that, in addition to the provisions in the "Termination" section below, GEMA/HS shall have the right to make unilateral changes, cancel or terminate this agreement in the event that FEMA and/or DHS makes changes to the FY19 HSGP grant awarded to GEMA/HS. With the exception of termination or changes included in this agreement, there shall be no other changes to this Agreement unless mutually agreed upon by all parties to the Agreement.

EMPLOYMENT: The employment of unauthorized aliens by the Subrecipient Agency is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Subrecipient Agency knowingly employs unauthorized aliens, such violation shall cause the unilateral cancellation of the Agreement. Any services performed by any such unauthorized aliens shall not be paid.

The Subrecipient Agency shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

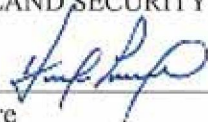
TERMINATION: This agreement may be terminated for any or all of the following reasons:

- A. Cause/Default: This agreement may be terminated for cause, in whole or in part, at any time by the State of Georgia for failure of the Subrecipient to perform any of the provisions or to comply with any of the terms and conditions herein. If the State exercises its right to terminate this agreement under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Subrecipient will be required to submit the final invoice no later than 30 days after the effective date of written notice of termination. Upon termination of this agreement, the State shall not incur any new obligations after the effective date of the termination and shall cancel outstanding obligations, as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.
- B. Notwithstanding and without waiving any other remedies available for the Subrecipient's failure to comply with the terms and conditions of this agreement, if the Subrecipient fails to meet its obligations, voluntarily or otherwise, as part of a GEMA/HS program, GEMA/HS will have the right, privilege and option to immediately terminate this Agreement. Failure to exercise the right of termination for previous occurrences or omissions will not act as a waiver for future noncompliance by the Subrecipient. Should GEMA/HS exercise the right, privilege and option to terminate this Agreement, the Subrecipient shall immediately transfer ownership of any HSGP grant funded vehicle(s) and related equipment purchased under this agreement to GEMA/HS or to whomever GEMA/HS shall designate, including the transfer of title, tag and related documents, and shall deliver and turn over possession and title of said vehicle(s) and related equipment, without cost, as directed by GEMA/HS.
- C. Convenience: This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement must give written notice of its intention to do so to all other parties at least 30 days prior to the effective date of cancellation or termination.
- D. Non-Availability of Funding: Notwithstanding any other provision of this agreement, in the event that either of the sources of funding for reimbursement under this agreement (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist, in the event the sum of all obligations of GEMA/HS incurred under this and all other

agreements entered into for this program exceeds the balance of such funding, then this agreement shall immediately terminate without further obligation of GEMA/HS. The certification by the Director of GEMA/HS of the occurrence of either of the events stated above shall be conclusive.

IN WITNESS WHEREOF, the **GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY** and Peachtree City have executed this Agreement:

GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY



Signature

Harlan Proveaux, Deputy Director of Homeland Security

Printed Name and Title of Signatory

10 / 10 / 2019

Date of Signature

SUBRECIPIENT

Signature, Authorizing or Highest Official

Printed Name and Title of Signatory

_____/_____/_____
Date of Signature

Agency FEID (XX-XXXXXXX)

094077310

Agency DUNS Number (XXXXXXXXXX)

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 01/31/2019

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

ASSURANCES - NON-CONSTRUCTION PROGRAMS

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As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
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8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (Identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

NIMS Compliance Form

This NIMS Compliance Form is OPTIONAL for Non-Governmental Agencies

Non-Governmental Subrecipients are not required to meet National Incident Management System (NIMS) compliance requirements. For additional guidance on NIMS training, please refer to <http://www.training.fema.gov/nims>. All emergency preparedness, response, and/or security personnel in the state agencies, tribes, and local governments participating in the development, implementation, and/or operation of resources and/or activities awarded through this grant are compelled to complete training programs consistent with the NIMS National Standard Curriculum Development Guide. Minimum training includes ICS-100 and IS-700. The Subrecipient agrees to comply with the NIMS compliance requirements and to evidence compliance by completing and returning to the Georgia Emergency Management and Homeland Security Agency this NIMS Compliance Form, Exhibit "B" to this agreement.

Please check the box next to each action that the Subgrantee has completed.

Additional NIMS guidance can be found at <http://www.fema.gov/national-incident-management-system>.

RECOMMENDED:

- ☐ **IS-700 (NIMS) An Introduction**
- ☐ **ICS-100: Introduction to the Incident Command System**

RECOMMENDED:

- ☐ Community Adoption: Adopt NIMS at the community level for all government departments and/or agencies; as well as promote and encourage NIMS adoption by associations, utilities, non-governmental organizations (NGOs), and private sector incident management and response organizations.
- ☐ Incident Command System (ICS): Manage all emergency incidents and preplanned (recurring/special) events in accordance with ICS organizational structures, doctrine, and procedures, as defined in NIMS. ICS implementation must include the consistent application of Incident Action Planning and Common Communications Plans.
- ☐ Public Information System: Implement processes, procedures, and/or plans to communicate timely, accurate information to the public during an incident through a Joint Information System and Joint Information Center.
- ☐ Preparedness/Planning: Establish the community's NIMS baseline against the FY2008 and FY2009 implementation requirements.
- ☐ Develop and implement a system to coordinate all federal preparedness funding to implement the NIMS across the community.
- ☐ Revise and update plans and SOPs to incorporate NIMS components, principles and policies, to include planning, training, response, exercises, equipment, evaluation, and corrective actions.

RECOMMENDED continued:

- ☐ Implementation plans exists at agency level that identifies the appropriate personnel to complete the below listed NIMS training requirements.
 - ☐ **IS-800** National Response Framework, An Introduction
 - ☐ **ICS-200** ICS for Single Resources and Initial Action Incidents
 - ☐ **ICS-300** Intermediate ICS for Expanding Incidents
 - ☐ **ICS-400** Advanced ICS for Command and General Staff
 - ☐ **IS-701** NIMS Multiagency Coordination Systems (MACS)
 - ☐ **IS-702** NIMS Public Information Systems
 - ☐ **IS-703** NIMS Resource Management
- ☐ Incorporate NIMS/ICS into all tribal, local, and regional training and exercises.
- ☐ Participate in an all-hazard exercise program based on NIMS that involves responders from
- ☐ Incorporate corrective actions into preparedness
- ☐ Inventory community response assets to conform
- ☐ To the extent permissible by law, ensure that relevant national standards and guidance to achieve equipment, communication, and data interoperability are incorporated into tribal and
- ☐ Apply standardized and consistent terminology, including the establishment of plain English communications standards

Agency

Authorized Signature

Date

Certifications Regarding Lobbying; Debarment, Suspension And Other Responsibility Matters; And Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110--

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 -

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants Policy and Oversight Staff, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Policy and Oversight Staff, Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant.

Check ☐ if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT	PR/AWARD NUMBER AND / OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

[illegible]

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Jonathan N. Rorie, City Manager 

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

DATE: October 18, 2019

SUBJECT: FY2020 Budget Amendment
November 7, 2019 *City Council Consent Agenda*

Recommendation:

It is Staff's recommendation that City Council approve the attached budget amendment for the donation and purchase of a memorial bench in Fund 200 – the Neighborhood Parks Fund.

Discussion:

Staff received a donation from Mr. James Lowe for a memorial bench to be placed in Three Ponds City Park. The donation is for \$1,546.00. The attached budget amendment accepts the donation and budgets for the expense to purchase and place the bench.

Budget Impact:

The proposed budget amendment will increase both revenue and expenditures in the Neighborhood Parks Fund.

Attachments
Budget Amendment

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 20-03

DATE 11-07-2019

[illegible]

NOW, THEREFORE, BE IT RESOLVED that this Council hereby amends the Fiscal Year 2019 Budget Resolution increasing both Revenue and Expense in the Neighborhood Park Fund \$1,546 for memorial bench.

Entered

Approved _____

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jonathan Rorie, City Manager *JR*
Paul Salvatore, Finance Director *P.S.*
Kelly Bush, Assistant Finance Director *KB*
Angela Egan, Purchasing Agent *AE*
Scott Hicks, Public Services Superintendent *SH*

FROM: Josh Doughty, Fleet Manager *JD*

DATE: October 15, 2019

SUBJECT: Sole Source Name Brand Purchase of Bobcat T650
Council Consent Agenda November 7, 2019

Recommendation:

Staff recommends the City Council approve Bobcat as a Name Brand and Bobcat of Atlanta as the Sole Source for the purchase of the new Bobcat T650 for \$54,755.86

Discussion:

Staff is recommending the Name Brand purchase of a Bobcat T650 as it is best suited for the needs of the City. We have had several manufactures comparable machines (Kubota, Caterpillar, Case, New Holland and Takeuchi) here for demonstrations and all of them lacked the power of the Bobcat brand machine. As such there is not a way to competitively bid this equipment. In the Atlanta region, Bobcat of Atlanta is the only authorized distributor.

Budget Impact:

The City has budgeted for the replacement of this Bobcat in this years budget.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

To: Mayor and City Council

Via: Jonathan Rorie, City Manager ✓
Paul Salvatore, Director of Finance P.S.
Kelly Bush, Assistant Director of Finance KB
Joe O'Connor, Fire Chief [Signature]

From: Clint Murphy, Assistant Chief of Training and Special Operations' CM

Date: October 9, 2019

Subject: Request for Sole Source/Brand Name Purchase for Firefighting Protective Gear

Recommendation:

Staff recommends that City Council identify Bennett Fire Products Company, Inc. as the sole source for Globe brand name firefighting protective gear for fiscal years 2020, 2021, and 2022.

Discussion:

Structural firefighting personal protective equipment has a 10-year life expectancy according to the National Fire Protection Association (NFPA). Protective gear exceeding its service life or otherwise failing to meet the published NFPA standard with continue to be destroyed. Based on existing inventory, the Fire Department formed a committee consisting of nine firefighting personnel representing each of our three shifts to evaluate the major brands of protective gear on the market. Venders for all known manufacturers were contacted and invited to provide test gear for side-by-side live fire evaluation. After several months of rigorous testing of the test gear submitted, the committee came to the unanimous conclusion that Gxcel gear provided by Globe Manufacturing provided the greatest comfort and thermal protection with the least heat stress during the evaluation.

Based on the results of our evaluation, the Fire Department requests authority for the brand name purchase of Globe personal protective equipment to ensure the Department receives the protective gear deemed most effective during the wear test. The only authorized Globe distributor in the State of Georgia is Bennett Fire Products Company, Inc. based in Woodstock,

Georgia. Several distributors carry the Cairns brand helmet identified, with Bennett offering a competitive price to other vendors.

	Firefighting Boots	Helmet	Turnout Coat	Turnout Pant	Anticipated Sets	Anticipated Total
Year 2020	\$394.00	\$336.00	\$1,080.17	\$933.28	16	\$43,901.60
Year 2021	\$409.76	\$349.44	\$1,123.38	\$970.61	16	\$45,651.06
Year 2022	\$426.15	\$363.42	\$1,168.32	\$1,009.43	16	\$47,477.19

Budget Impact:

The proposed purchase of firefighting gear to meet the needs and specifications of the Department is within the current FY-2020 operating budget (100-3510-531725). Future price changes for the anticipated FY-2021 and FY-2022 purchases will be limited to an increase of 4% per year as reflected in the chart above.

E Quotation
Bennett Fire Products Co., Inc.



www.BennettFireProducts.com

October 9, 2019

Assistant Chief Clint Murphy
Peachtree City Fire-Rescue Department
105 N. Peachtree Parkway
Peachtree City, GA 30269

Discounts provided off current manufacturer's retail price list to be valid until December 31, 2022. Retail Price Lists shall be provided when each manufacturer has a price increase, providing documentation for the price increase requests.

Globe Gxcel Jacket – 46% - Current Price List dated 1/1/19 R4 9/16/19
Globe GPS Trousers – 46% - Current Price List dated 4/1/19 R1 9/16/19
Globe Footwear – 32% Current Price List dated 1/19/19
CairnsMSA Helmet – 30% Current Price List dated 1/15/19

For budget purposes, price increases limited to a maximum of 4% each year effective January 1 each year, but will only increase by manufacturer's actual % increase. Current retail price lists will be provided each manufacturer increase.

Globe Jacket per PCFR revised specifications; September 2019
Retail Price - \$2,000.32
Discount – 46% off current retail
PCFR Price - \$1,080.17

Globe GPS Trousers per PCFR revised specifications; September 2019
Retail Price - \$1,728.30
Discount – 46% off current retail
PCFR Price - \$933.28

Globe 14" Shadow Leather Boots
Retail Price - \$580.00 per pair
Discount – 32% off current retail
PCFR Price - \$394.40 per pair

CairnsMSA 1044 Helmet with 6" front per PCFR specifications
Retail Price - \$480.00

Discount – 30% off current retail
PCFR Price - \$336.00 each

Ensemble Price - \$2,743.85

Rush requests from the Factory are not allowed with this discount. Globe now has a QUICK SHIP PROGRAM where delivery is guaranteed within 17-24 days. Discount extended to Peachtree City is 41% off the current list price for this program.

The prices above include shipping charges.

Delivery: 60-75 days after receipt of order
Terms: net 30 days
FOB Peachtree City, GA

Thanks for giving us the opportunity to serve you!

Daymon Ellsworth, dellsworth.bennettfire@yahoo.com, 770-480-0652

Danny Bennett
Bennett Fire Products Co., Inc.
195 Stockwood Drive, Suite 170
Woodstock, GA 31088
Cell 770/402-9910

www.bennettfireproducts.com

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council
VIA: Jonathan N. Rorie, City Manager 
FROM: Betsy Tyler, City Clerk 
DATE: November 1, 2019
SUBJECT: Fee Schedule Finalization
November 7, 2019, Consent Agenda

Recommendation:

Staff recommends Council approve the attached corrections to the FY 2020 Fee Schedule.

Discussion:

As part of the FY 2020 Budget Adoption, Council ratified an updated fee schedule for the City. During the review of fees, the old word processing document was transferred to a spreadsheet for easier management moving forward. However, some of the Recreation fees did not properly transfer.

The attached list shows in Purple the corrected fees or the fees that did not transfer over as part of the formal adoption.

Budgetary Impact:

This item should have a positive budgetary impact as the City maintains its fees in a manner consistent with overall inflation.

Attachment

FEE TYPE	Civic Church School	Peachtree City Resident/Businesses	Fayette County (non PTC) Resident	Out of County Resident
POOL PASS - Annual - Family (4)		\$450 \$475	\$900 \$970	
POOL PASS - Annual - Family (5+)		\$525 \$550	\$1,050 \$1,130	

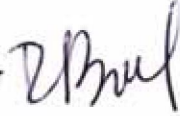
FACILITY RENTALS	Civic Church School	PTC/Fay Residents	PTC/Fayette Commercial	Out of County Resident	Out of County Commercial	Deposit Required
Athletic Field - Non-Tournament / NO LIGHTS	\$25/hr or \$90/day \$27/hr or \$64/day	\$25/hr or \$60/day \$27/hr or \$97/day	\$45/hr or \$150/day \$48/hr or \$161/day	\$60/hr or \$180/day \$64/hr or \$193/day	\$90/hr or \$190/day \$97/hr or \$204/day	\$150
Athletic Field - Non Tournaments / With Lights	\$35/hr or \$90/day \$37/hr or \$97/day	\$35/hr or \$90/day \$37/hr or \$129/day	\$55/hr or \$180/day \$59/hr or \$193/day	\$70/hr or \$210/day \$75/hr or \$256/day	\$100/hr or \$240/day \$107/hr or \$258/day	\$150
Shakerag Knoll	\$0	\$54/hr	\$102/hr	\$130/hr	\$130/hr	\$50
Glenloch Pool & Splash Pad	\$37/hr	\$75/hr	\$91/hr	\$102/hr	\$118/hr	\$75
Kedron Room 1	\$27/hr	\$54/hr	\$65/hr	\$75/hr	\$91/hr	\$75
Glenloch Gym Side	\$37/hr	\$75/hr	\$91/hr	\$102/hr	\$118/hr	\$50
Glenloch Dance Side	\$27/hr	\$54/hr	\$65/hr	\$75/hr	\$91/hr	\$50
Glenloch Entire Bldg.	\$59/hr	\$118/hr	\$140/hr	\$167/hr	\$193/hr	\$50

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jonathan N. Rorie, City Manager 

FROM: Robin Bechtel Cailloux, AICP
Planning and Development Director 

DATE: October 24, 2019

SUBJECT: Rezoning of 8.8 Acres on Petrol Point and Tivoli Gardens from General Commercial (GC) and Office Institutional (OI) to Limited Use Commercial (LUR)
November 7, 2019 City Council Meeting

Applicant:	Feller Holdings, Inc.
Property Owner:	Laurel Brooke Development, LLC
Land Use - Existing:	Undeveloped
Land Use - Proposed:	Mixed Use Commercial, Office, Bed and Breakfast, and Single-family
Future Land Use Map:	Office and Commercial

Request

Feller Holdings, the Applicant, is requesting the rezoning of 8.8 acres from GC General Commercial (1.5 acres) and OI Office Institutional (7.3 acres) to LUC Limited Use Commercial. The proposal is for up to 35 single-family lots, a Bed and Breakfast, and commercial and office with the option for living above ground-level commercial/office.

Location and Existing Conditions

The subject property is a combination of two adjacent lots: a 1.5-acre parcel on Petrol Point and an odd-shaped 7.3-acre parcel. The Petrol Point parcel is next to a NAPA auto parts store and across the street from the AT&T substation. The Tivoli Gardens parcel surrounds the older 2-story office building, and is adjacent to The Campus private school on the south, the city-owned greenbelt on the west, and the office users on Shakerag Hill on the north. The greenbelt is the location of a multi-use path, which is one of the steepest paths in the City's system.

The 1.5-acre parcel on Petrol Point is zoned GC General Commercial and the Future Land Use map designates this property for commercial use. The 7.3-acre parcel on Tivoli Gardens is zoned OI Office Institutional and the Future Land Use map designates this parcel for office use.

Petrol Point / Tivoli Gardens Rezoning Request

Page 2

Both parcels are undeveloped. The topography of the 7.3-acre parcel is extreme along the City greenbelt, measuring between around 8% (maximum traversable grade for trucks is considered between 8 %-10 %.) Both properties have been zoned for either commercial or office use for over 30 years, and neither parcels are visible from State Route 54.

Proposed Master Plan

The proposed Master Plan shows 11 mixed-use commercial lots on the 1.5-acre parcel and a combination of 35 single-family lots and a Bed and Breakfast on the 7.3-acre parcel. Ten (10) of the proposed 11 mixed-use commercial lots are detached and privately owned with the ability to include residential space on the second floor if desired. The square footage of each building will be small, under 2,000 total square feet, and designed for smaller businesses such as law offices, insurance companies, and smaller retail users. Parking will be in front of each business and two smaller over-flow lots located at the rear of the property. The eleventh commercial structure is a slightly larger building, about 5,000 square feet, with a proposed coffee shop/deli on the main floor and office on the second floor.

An internal street connects the proposed mixed-use commercial park on Petrol Point to the residential portion and Tivoli Gardens. The plan shows 33 to 35 single-family lots and a cottage-style bed and breakfast with community hall. The bed and breakfast will consist of cottages between 400- 600 square feet and are not intended for re-sale or long-term residency. A community hall will serve as the kitchen for the bed and breakfast, and as a usable meeting space for the surrounding homes.

The Applicant states that the single-family homes will be similar to those located in the North Cove subdivision. Homes will be between two and three stories depending on the grade of each lot, and each home will have off-street parking and a garage. The master plan proposes connecting the existing multi-use path to the proposed streets, thereby allowing path users to access the existing and proposed commercial/office uses on Petrol Point and Tivoli Gardens.

Evaluation Criteria:

Staff has reviewed the proposal based on the criteria established in Section 1304(d) of the City's Zoning Ordinance:

(1) *Whether the zoning proposal is in conformity with the policy and intent of the land use plan;*

The City's Future Land Use map does not include a mixed-use category; therefore, the proposed rezoning does not strictly conform to the Future Land Use categories designated for each parcel. However, the requested use for the Petrol Point parcel is mostly commercial, and as such, mostly conforms to the Future Land Use map. The

Petrol Point / Tivoli Gardens Rezoning Request

Page 3

proposed residential use does not conform to the Future Land Use designation of office uses.

Staff has identified seven (7) Comprehensive Plan policies that are relevant to this application:

- Discourage any “strip-type” commercial development
- Develop ... land based on the village concept
- Continue to require developers to provide necessary infrastructure in their developments
- Work towards reducing the tax burden on the residents by shifting the tax base towards industrial and commercial users.
- Utilize the “step down” practice in which there is a regression from higher density [housing] close to the village center to lower density farther away from the center
- Provide a broad range of housing opportunities with an appropriate mix of homes regarding size, type, price, and location ...
- Encourage alternative modes ... by providing a comprehensive system of multi-use paths ...

Staff is of the opinion that the proposal meets six of the seven Comprehensive Plan policies. The property is in the heart of the original Glenloch Village and locates commercial uses in the village center. The developer will be required to provide the necessary infrastructure for their development.

Although the request removes a portion of the property from office use to residential use, the addition of the bed and breakfast on this property will contribute to the commercial tax base. Development of long-vacant land into commercial uses on Petrol Point supports this Comprehensive Plan policy, too.

The residential uses “step down” in intensity from the village center toward the single-family homes located across the greenbelt in the Robinson Woods Estates. The proposed housing type, although still single-family, is on smaller lots, which meets the City's policy of providing different housing size, type and price.

The proposal includes connections to the existing path system, thereby greatly reducing the travel distances between the Shakerag Hill office parks, Robinson Woods Estates, Whitefield Farms, and Peachtree City Methodist Church to the Eastbrook Bend office park, Stevens Entry residents, and Petrol Point commercial businesses.

(2) *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property;*

The proposed mixed-use commercial use is compatible with the surrounding commercial and office uses. The proposed residential use steps down intensity from the surrounding office/ commercial uses on Tivoli Gardens and Shakerag Hill to the city greenbelt and the large-lot (1-acre) subdivision across the greenbelt (Robinson Woods Estates).

Petrol Point / Tivoli Gardens Rezoning Request

Page 4

(3) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;

The proposed commercial and residential uses will not adversely affect the surrounding commercial and offices uses. The proposed residential use will not adversely affect the city greenbelt or the nearby single family uses.

(4) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned;

Both properties have been in their current zoning classification for over 30 years and remained undeveloped. Based on the this fact, as well as the combination of little visibility from a major road and extreme topography, staff is of the opinion that the properties do not have reasonable economic use as currently zoned.

(5) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools;

Staff has provided reasonable trip generation estimates for the properties if they were to develop in their current zoning classification. Table 1 below summarizes these estimates. Staff estimated that if developed as currently zoned, the commercial property could develop into a similar auto-related retail use to the NAPA store, and that the office-zoned property would develop in a similar pattern to the Shakerag Hill office park.

TRIP GENERATION: AS ZONED				
	Use	Square footage	Daily Trip Generation Rate	Daily Trip Generation
GC	Auto-parts store	8,000 sf	55 per 1,000 sf	440 daily
OI	6 building 1-story office park with half medical users	General: 28,000 sf Medical: 28,000 sf	General: 10/ 1,000 sf Medical: 35/ 1,000 sf	1,260 daily
				1,700

TRIP GENERATION: PROPOSED				
	Use	Square Footage	Daily Trip Generation Rate	Daily Trip Generation
GC	Mixed Use Office 10 small + 1 mid-size	19,000 sf	10 per 1, 000 sf	190 daily
GC	2,000 sf coffee/deli	2,000 sf	112 per 1,000 sf	224 daily
OI	35 single-family + 6- room bed and breakfast	35 units + 6 rooms	10 per home + 4 per room	374 daily
				788

Petrol Point / Tivoli Gardens Rezoning Request

Page 5

The comparison of the possible trip generation to the proposed trip generation shows that the proposed use produces fewer vehicles than if the property were to develop at its current zoning designation; thereby not causing a burdensome use of the existing streets.

Fayette County Water and Peachtree City Water and Sewerage Authority will provide the utilities. All utilities have adequate capacity to service the proposed use. The Applicant has already worked with the Water Department and the Fire Marshal to design a new loop system to supply water to the proposed development. This loop system will also improve the water pressure for the entire surrounding properties on Stevens Entry, Petrol Point, and Tivoli Gardens.

Based on 2018 Fayette County Board of Education data, the proposed single-family development may contribute an additional seven (7) elementary students, four (4) middle school students, and six (6) high school students. This is not considered burdensome to the existing school system.

(6) *Whether there are other existing or changing conditions affecting the use and development of the property which give supportive grounds for either approval or disapproval of the zoning proposal.*

The fact that the properties have remained undeveloped for so many years as currently zoned gives supportive grounds for approval of the zoning proposal.

Planning Commission Action

The Peachtree City Planning Commission conducted a Public Hearing on this request at their October 21, 2019 regular meeting. At that meeting, Commissioners voted 4-0 to recommend approval of the request to Council.

Recommendation

Staff is of the opinion that the proposed rezoning meets a majority of the criteria for rezoning and should the Council approve the request, recommends the following conditions:

- The property shall develop in conformance with the proposed master plan. Any substantive change to this plan or any of the conditions of the rezoning shall require a new rezoning action.
- Maximum number of single-family lots shall be 35.
- Each bed and breakfast cottage is considered a part of the Bed and Breakfast business and may not be individually sold.
- Each single-family residential lot shall have an off-street parking area for two vehicles.
- Commercial parking shall be provided at a rate of one (1) space per 275 square feet. Parking space sizes and dimensions shall comply with City standards
- Street sub-base and paving standards shall be built to public standards. Maintenance of colored cement, stamped cement, cobblestones, and similar

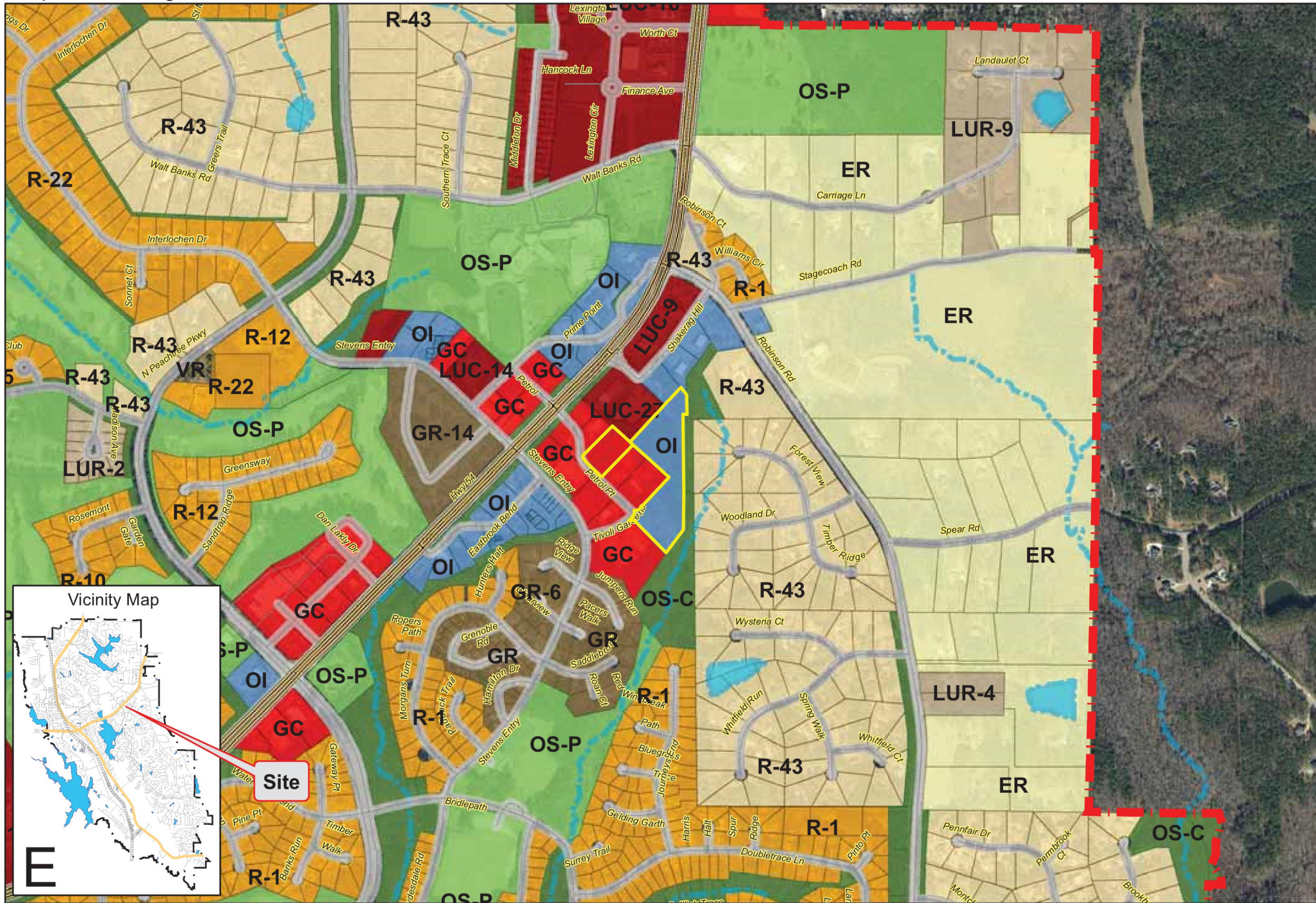
Petrol Point / Tivoli Gardens Rezoning Request

Page 6

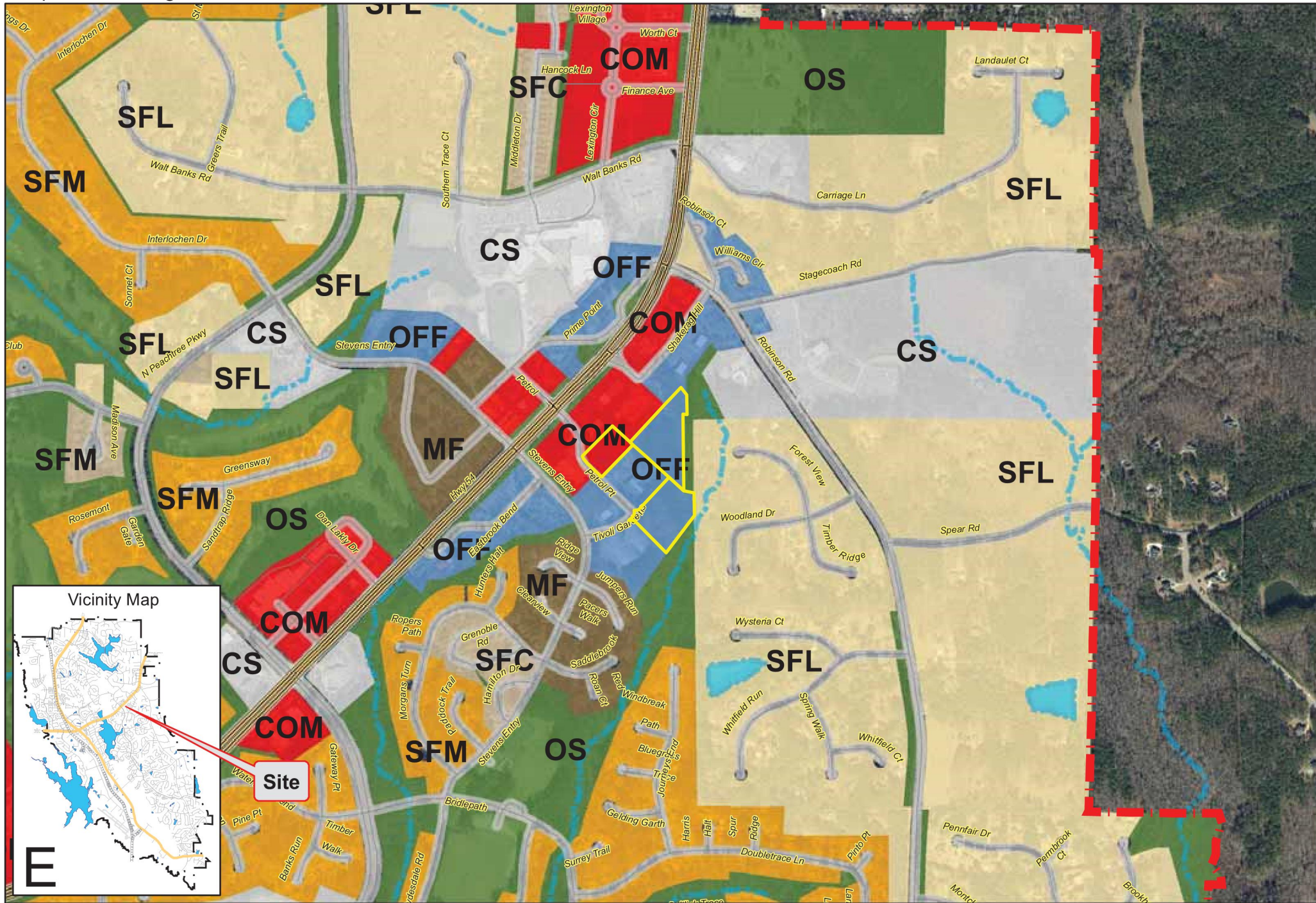
paving products shall be the sole responsibility of the developer and/or the homeowners' association.

- Signage shall comply with City standards unless a Master Sign Program is approved by the Planning Commission.
- The maintenance of all internal parks, landscaped areas, sidewalks, signage, and subdivision entrances shall be the sole responsibility of the developer and/or the homeowner's association.
- Minimum side building setback is zero (0) feet so long as primary residential structures have at least a ten (10) separation.
- At least two multi-use path connections shall be provided to the western property line and to connect to the existing multi-use path. The developer shall work with City staff to locate and designate a path easement to the northeastern property boundary for a future connection to Shakerag Hill. The multi-use path sections and easements shall comply with City ordinances.
- Stormwater facilities for residential and commercial uses may be maintained by private ownership if a Maintenance Agreement between the property owner or homeowners' association and the City is recorded with the Fayette Clerk of Court.

Peachtree City
Planning Commission
October 21, 2019



Peachtree City
Planning Commission
October 21, 2019



REZONING APPLICATION

Planning & Development
 153 Willowbend Rd, Peachtree City, GA 30269
 P: (770) 487-5731
WWW.PEACHTREE-CITY.ORG

LOCATION	Address _____		ZONING & LAND USE	Zoning <u>OIF 6C</u> <u>LUC</u>	
	Parcel #(s): <u>071816002 / 0718083</u>			Existing _____ Proposed _____	
	Property Size: <u>7.31 & 1.55 ACRES</u>			Land Use Map _____	
	<u>8.86 ACRES TOTAL</u>			Existing _____ Proposed _____	
APPLICANT	Name <u>Feller Holdings Inc.</u>		OWNER	Name <u>Laurel Brooke Development LLC</u>	
	Address <u>PO Box 3571</u>			Address <u>PO Box 3571</u>	
	City, State, Zip <u>PTC, GA, 30269</u>			City, State, Zip <u>PTC, GA 30269</u>	
	Phone # <u>615-927-2072</u>			Phone # <u>615-927-2072</u>	
	Email <u>douglas@fellerholdings.com</u>			Email <u>douglas@fellerholdings.com</u>	
OPEN SPACE & PUBLIC	Open Space _____ Acres _____ %		MULTI-USE PATH	Distance to nearest multi-use path: <u>5</u> ft.	
	Land Dedicated for Public Use _____ (school, emergency response, public park, greenbelt, etc.)			Linear feet of multi-use path to be provided: _____ ft.	
TRANSPORTATION	Name of access or adjacent street		# of access points		
	<u>Petrol PT</u>		<u>2</u>		
	<u>Tivoli Gardens Rd</u>		<u>1</u>		
	Estimated trip generation (Bases on ITE ratios)		ADT		
	Vehicle Type: _____		_____		
	Vehicle Type: _____		_____		
	Vehicle Type: _____		_____		
FIRE SUPPRESSION	Automatic Fire Sprinklers: ☐ Yes ☐ No, why? _____		Briefly describe daily operations: (Number of employees, etc. A separate detailed explanation may be included in the Written Narrative) _____ _____ _____		
	Automatic Fire Alarm: ☐ Yes ☐ No, why? _____				
	Hazardous Material On Site? (If yes, describe type and method of storage to the right:) ☐ Yes ☒ No		Material(s): _____		Storage: _____

With the signing and submittal of this application, the property owner authorizes the Peachtree City Staff to enter onto the property to collect data. By signing below, I certify that the above listed information and the accompanying materials are accurate.

Applicant Signature: _____ Date: 9-5-19
 Property Owner Signature: _____ Date: 9-5-19

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS & GIFTS

The undersigned below, making application for rezoning action, has complied with the Official Code of Georgia Section 36-67A-1, et. seq. *Conflict of Interest in Zoning Actions*, and has submitted or attached the required information on this form as provided.

All individuals, business entities¹, or other organizations² having a property interest, financial interest, or other interests³ in property subject of this application are as follows (attach additional if necessary):

LAUREL BROOKE DEVELOPMENT, LLC, / DOUGLAS FELLER /
JENNIFER FELLER / FELLER HOLDINGS, INC

Have you as applicant or anyone associated with this application or property, within the last two (2) years immediately preceding this application, made campaign contributions aggregating \$250 or more to a member of the Peachtree City Planning Commission or the Peachtree City Mayor and City Council? Please circle your response:

YES

NO

IF YES: Please complete the following section (attach additional sheets if necessary).

Name and Official Position of Government Official	Contribution Description and Dollar Amount	Date of Contribution

I do hereby certify the information provided herein is both complete and accurate to the best of my knowledge.

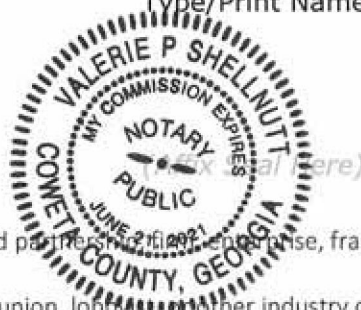
[Signature]
 Signature of Applicant

[Signature]
 Signature of Applicant's Representative

Valerie P. Shellnutt
 Signature of Notary Public

DOUGLAS FELLER - CEO
 Type/Print Name and Title

DOUGLAS FELLER - CEO
 Type/Print Name and Title



¹ Business entity may be a corporation, partnership, limited partnership, joint venture, franchise, association, trade organization, or trust.

² Other organization means non-profit organization, labor union, lobby, other industry or casual representative, church, foundation, committee, club, charitable organization, or educational organization.

³ Property interest means the direct ownership of real property and includes any percentage of ownership. Financial interest means direct ownership of 10% or more of the total assets or capital stock of a business entity.

NARRATIVE SUPPORTING REQUEST TO REZONE PROPERTY FROM ER TO R-43

The property is located along Petrol Point and Tivoli Garden (Tax Parcels # 07181 6002 and 0718 083) and consists of approximately 9.86 acres. Parcel # 07818 6002 is currently zoned Office Institutional (OI) and Parcel # 0718 083 is currently zoned General Commercial (GC). Both parcels are vacant. Parcel # 07818 6002 is oddly shaped with steep topography and minimum road frontage. Neither parcel fronts on a major arterial road or collector road. As such, the properties are not likely to develop as currently zoned.

The applicant is requesting a rezoning of both parcels to Limited Use Commercial (LUC) to permit a mixed-use development consisting of a blend of approximately thirty-three (33) single family detached residential properties of various sizes with a strong HOA controlling the lawn maintenance, streets and common areas of the entire community; a commercial bed & breakfast business with six overnight cottages; and a live/work, owner occupied office park consisting of approximately a dozen free-standing office buildings. The design and lay-out of the plan are reflective of the North Cove subdivision on Lake Kedron. The applicant will control the development of the property including the builders, architecture, and construction of the streets, sidewalks and lighting. The streets will remain private. Additionally, the applicant intends to occupy one of the office buildings and operate the small bed & breakfast business. Please note that the final plan for the residential component may include a few less or more units but the final number will be close to 33. The exact number of units will be known once more detailed site work is completed on the site

The applicant plans to develop the property so that it is a truly walkable neighborhood with sidewalks, beautiful landscaping, and charming low-country style architecture. The residential units will be higher-end homes designed for both seniors who wish to downsize to a smaller home with upgraded finishes and younger families who just do not want the hassle of yard maintenance and upkeep. The residential component will include the bed & breakfast business that will include detached small cottages and a community meeting hall with full-service kitchen where breakfast will be served. The meeting hall will be available for community gatherings and private events after breakfast is cleared each day.

The residential area will also connect to the live-work office park. Each office building will be detached and privately owned. The owners will have the ability to include residential space on the second floor if they wish. Each office building will be fairly small to accommodate businesses such as accounting firms, insurance companies, law offices, and nail/hair salons. The vision is to have an office park reminiscent of the past when owners often lived upstairs “above the shop.”

Finally, the entire development will be connected to the cart and pedestrian path system. It will serve as the conduit between those residential areas along Robinson Road and the

commercial development along Hwy. 54 as well as those homes in Glenloch to the medical and commercial areas of Shakerag Hill. This will greatly improve golf-cart, bicycle and pedestrian access to the restaurants and shops located along Hwy. 54 from the Parkway to Robinson Road.

The proposed redevelopment of the property will be an asset to the Glenloch Village and will bring new homes and businesses to this area of Peachtree City.

(1) The zoning proposal is in conformity with the policy and intent of the land use plan.

The land use plan calls for this area of Peachtree City to be office and commercial. The requested rezoning of LUC helps to achieve this goal. The property has been vacate for longer than Peachtree City has been incorporated. Obviously, the traditional zoning categories of office and commercial are not conducive to the development of this property; however, a mixed-use development combining a high-end residential component with an office and commercial products not now available in Peachtree City provides the correct blend needed for this challenging property. Being creative here provides an opportunity for the property to be developed along the lines of the land use plan.

The requested LUC provides a unique opportunity for the City to see exactly what is planned and what will be built on the property. The proposed development will include a community house available for rent to those who live in the subdivision, as well as other residents of Peachtree City. The number of residential units will be approximately 33. The entire development will be landscaped with beautiful trees and bushes maintained by the HOA. The architecture and design of each building will be under the strict control of the developer. Special attention to the streetscapes will enhance the desirability of the project. The view is for the development to have the look and feel of the Carolina low country.

This community will fit into the village concept of Peachtree City as it provides a blend of office, commercial and residential in an area tucked between general commercial uses and low-density residential uses. It will provide the multi-use path connections needed in this area of the City.

The owner-occupied small office buildings with the ability to reside upstairs will provide an option not currently available for small business owners in the City. The small bed and breakfast business will provide an opportunity for over-night guests and visitors to have a special and unique option for accommodations when visiting family and friends in the area.

The developer will work with the Fire Department to ensure that all of the units, both residential and office/commercial, are properly and safely designed and situated on the property.

County water is available to the site as is sanitary sewer. WASA has provided confirmation that it has the capacity needed for the proposed development.

Access to the property is along Petrol Point and Tivoli Garden. Petrol Point has direct connection to Hwy. 54 and Tivoli Garden has access to Hwy. 54 via Stevens Entry at a signalized intersection. Travel to and from this development will be easy.

(2) The zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.

The requested rezoning is suitable in view of the use and development of adjacent and nearby property. It is bordered by property zoned Open Space Conservation, General Commercial and Limited Use Commercial. The property located to the east of the Open Space Conservation property is the Robinson Woods subdivision, zoned R-43. The mixed-use proposal is a good transition from the commercial uses located to the west of the property and the residential property located to the east of the Open Space Conservation property.

(3) The zoning proposal will not adversely affect the existing use or usability of adjacent or nearby property.

The requested rezoning will not impact the residential area located to the east as a fairly substantial Open Space Conservation area that is about 100 feet wide extends along the entire eastern edge of this property. The property is bordered on the other sides by commercially zoned property. Access to the property is along Petrol Point and Tivoli Garden. Petrol Point has direct connection to Hwy. 54 and Tivoli Garden has access to Hwy. 54 via Stevens Entry at a signalized intersection. The mixture of office, commercial and residential uses on this property will complement the area.

(4) The property to be affected by the zoning proposal does not have a reasonable economic use as currently zoned.

The subject property does not have a reasonable economic use as currently zoned. It has remained vacant for over sixty (60) years. The larger tract has minimal road frontage and is oddly shaped with steep grade. It is located off of the beaten path so that traditional commercial and office users shy away. The proposed tightly controlled, higher-end residential development blended with unique commercial and office development provides an excellent opportunity to bring a workable use for this property.

(5) The zoning proposal will not result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools.

The requested rezoning will add approximately 33 residential units to the area along with a small bed & breakfast and about a dozen small office buildings, all of which are accessible by Petrol Point and Tivoli Garden. The nearby access to Hwy. 54 via both Petrol Point and Stevens Entry will provide quick and easy travel to other areas of Peachtree City and the surrounding areas. The development will also connect to the multi-use path system and will improve the accessibility for those who live in the area for alternative modes of transportation available to

pedestrians, golf carts and bicycles. While not age-restricted, the housing units will be conducive for and attractive to seniors. As such, many of the units will not be occupied by school-age children. All utilities are available to the property and WASA has stated it has the capacity for this proposed development.

(6) There are existing conditions affecting the use and development of the property which give supportive grounds for approval of the zoning proposal.

As stated previously, the topography, shape and location of this property have proven to be problematic for development. A unique project is required and the zoning requested will provide the legal framework in which this special development can take place.



EXISTING SITE
SCALE: 1/100" = 1'-0"



PROPOSED ZONING PLAN
SCALE: 1/100" = 1'-0"

KEY:

- A. Sentinel Houses
- B. Entry Square with Fountain
- C. Rain Gardens and Retention Area
- D. Mail Kiosk
- E. Meeting Square
- F. Meeting Hall
- G. Bed and Breakfast Guest Houses
- H. Commercial Shops
- I. Larger Commercial Shop or divided into three smaller Shops
- J. Golf Cart Access



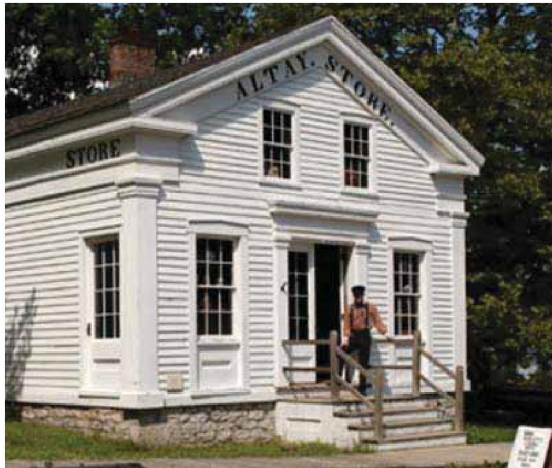
PROPOSED SITE PLAN
SCALE: 1/100" = 1'-0"



DETACHED TOWNHOUSE IMAGERY



SINGLE FAMILY RESIDENTIAL IMAGERY



MEETING HALL AND BUNKIE TOWN



COMMERCIAL SHOPS IMAGERY



LINDSEY & LACY, PC

October 31, 2019

Via: Email Only

Vanessa Fleisch, Mayor
Phil Prebor, Council Member-Post 1
Mike King, Council Member-Post 2
Kevin Madden, Council Member-Post 3
Terry Ernst, Council Member-Post 4
151 Willowbend Road
Peachtree City GA 30269

RE: Laurel Brooke, LLC Constitutional Argument

Dear Mayor & Council:

This firm is pleased to represent Laurel Brooke, LLC, a Georgia limited liability company whose principal is Doug Feller, (hereinafter "Owner") of the real property located along Petrol Point and Tivoli Garden (Tax Parcels # 07181 6002 and 0718 083) and consists of approximately 9.86 acres (hereinafter referred to as "Property"). The Owner has filed a request to rezone the property from GC and OI to LUC. The Planning Commission considered this matter at its October 21st meeting and voted unanimously to recommend the requested rezoning. I will present this matter to you at the November 7th City Council meeting and look forward to doing so.

Georgia Law requires me to raise federal and state constitutional objections during the rezoning application process. While the Owner anticipates a smooth application process, failure to raise constitutional objections at this stage may mean the Owner will be barred from raising important legal claims later in the process. While I dislike this legal requirement as it often is received by local governments as a threat, I am required to raise these objections prior to or simultaneously with the presentation to you at the public meeting. I hope you will accept this letter asserting the constitutional objections as a procedural requirement and not as any sort of legal threat. Accordingly, I raise the following constitutional objections at this time:

The portions of the Zoning Ordinance of the City of Peachtree City, Georgia, as applied to the Property, that would result in a denial of the rezoning as requested by the Owner, are, or would be, unconstitutional in that they would destroy the Owner's property rights without first paying fair, adequate and just compensation for such rights, in violation of Article I, Section I, Paragraph I of the Constitution of the State of Georgia of 1983; Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983; and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

Any application of the Code of the City of Peachtree City or the City of Peachtree City Zoning Ordinance to the Property which restricts its use to any use in a manner other than that requested by the Owner is unconstitutional, illegal and null and void because such an application constitutes a taking of the Owner's property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States; Article I, Section I, Paragraph I and Article I, Section III, Paragraph I, of the Constitution of the State of Georgia of 1983; and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States because such an application denies the Owner an economically viable use of their land while not substantially advancing legitimate state interests.

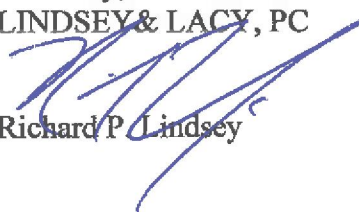
A denial of this Application would also constitute an arbitrary and capricious act by the City Council of the City of Peachtree City without any rational basis therefore, thereby constituting an abuse of discretion in violation of Article I, Section I, Paragraph I of the Constitution of the State of Georgia of 1983, Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983 and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

A refusal to grant the rezoning as requested by the Owner would be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the Owner and owners of similarly situated property in violation of Article I Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States. Any approval of the rezoning subject to conditions that are different from the conditions requested by the Owner, to the extent such different conditions would have the effect of further restricting the Owner's utilization of the Property, would also constitute an arbitrary, capricious and discriminatory act and would likewise violate each of the provisions of the State and Federal Constitutions set forth herein above.

Accordingly, the Owner respectfully requests the City Council of the City of Peachtree City grant the rezoning requested by the Owner. As stated above, I look forward to presenting this matter to you on November 7th.

Best regards.

Sincerely,
LINDSEY & LACY, PC



Richard P. Lindsey

Cc: Jon Rorie
Ted Meeker
Client

**AN ORDINANCE TO AMEND THE
PEACHTREE CITY ZONING ORDINANCE
TO REZONE 8.8 ACRES OF LAND
LOCATED WITHIN THE CITY LIMITS OF PEACHTREE CITY
ON PETROL POINT AND TIVOLI GARDENS, PARCELS 0718 083 AND
071816002, FOR A LIMITED USE COMMERCIAL MIXED-USE DEVELOPMENT,
AND FOR OTHER PURPOSES**

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEACHTREE CITY, AND IT IS HEREBY ORDAINED by authority of the same that:

Section 1. The Peachtree City Zoning Ordinance Article X, Requirements by District, Section 1006A, Specific Limited Use Commercial Districts, be amended to add Section 1006A.32 Limited-use residential district no. 32 as follows:

- (a) The zoning of the property described below shall be rezoned from the current zoning designation of GC General Commercial and OI Office Institutional to LUC-32 Limited Use Commercial. Said property is more particularly described as follows:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING LOCATED IN LAND LOT 94, OF THE 7TH LAND DISTRICT, City of Peachtree City, Fayette County, Georgia and being more particularly described as follows:

Commencing at a ½" rebar set at the right of way intersection of the northeastern right of way of Petrol Point (50' right of way per deed book 3972, pages 445-448) and southeastern right of way of Tivoli Gardens (50' right of way per deed book 3972, pages 445-448); thence along the right of way of Petrol Point N 46°07'14"W a distance of 74.28 feet to a ½" open top pipe found; thence continuing along said right of way N 46°03'51" W a distance of 305.24 feet to a ½" rebar found, and the TRUE POINT OF BEGINNING; thence continuing along said right of way N 45°52'36" W a distance of 205.90 feet to a 5/8" rebar found; thence leaving said right of way N 43°51'57" E a distance of 325.90 feet to a 1" rod found; thence S 46°09'21" W a distance of 328.31 feet to a ½" rebar found on the right of way of Petrol Point, and the TRUE POINT OF BEGINNING; said tract containing 1.55 acres, more or less, and being shown on an unrecorded plat by W.D. Gray and Associates, prepared for Laurel Brooke Development, LLC, dated August 30, 2019.

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING LOCATED IN LAND LOTS 94 AND 93, OF THE 7TH LAND DISTRICT of Fayette County, City of Peachtree City, Georgia and being more particularly described as follows:

Beginning at ½" rebar set at the right of way intersection of the northeastern right of way of Petrol Point (50' right of way per deed book 3972, pages 445-448) and the southeastern right of way of Tivoli Gardens (50' right of way per deed book 3972, pages 445-448); thence along the right of way of Petrol Point N 46°07'14" W a distance of 74.28 feet to a ½" open top pipe found; thence leaving said right of way N 89°59'20" E a distance of 34.68 feet to a ½" rebar found; thence N 44°12'56" E a distance of 159.94 feet to a 3/8" rebar found; thence N 43°59'54" E a distance of 148.35 feet to a ½" rebar found; thence N 46°40'22"W a distance of 179.89 feet to a ½" rebar found; thence N 46°52'53"W a distance of 150.03 feet to a ½" rebar found; thence n 46°32'31"W a distance of 44.33 feet to a ½" rebar set; thence N44°21'29"E a distance of 397.24 feet to a crimped top pipe found; thence n 44°21'29"E a distance of 127.97 feet to a ½" rebar set; thence S 72°16'48"E a distance of 87.30 feet to a ½" rebar found; thence S00°30'17"W a distance of 165.07 feet to a ¾" rod found; thence N89°34'32"W a distance of 20.04 feet to a ¾" rod found; thence S00°32'08"W a distance of 902.74 feet to a ½" rebar set; thence S37°17'37"W a distance of 154.22 feet to a ½" open top pipe found; thence N46°01'32"W a distance of 370.06 feet to a 2" open top pipe found; thence S89°48'27"W a distance of 35.73 feet to a 3/8" rebar found on the right of way of Tivoli Gardens; thence along said right of way N43°12'47"E a distance of 75.78 feet to a ½" rebar set at the right of way intersection of Petrol Point and Tivoli Gardens, and the POINT OF BEGINNING; said tract containing 7.31 acres, more or less, and being shown on an unrecorded plat by W.D. Gray and Associates, prepared for Laurel Brooke Development, LLC, dated August 30, 2019.

- (b) This tract is illustrated on the Boundary Survey attached hereto as Exhibit "A" and incorporated herein by express reference.

It is intended that the LUC-32 zoning district be established specifically for the development of a mixed-use commercial and residential development to be constructed substantially in accordance with the following express conditions:

- (c) *Conformance with Master Plan.*

Development shall take place substantially in conformance with the Conceptual Master Plan as prepared by Historical Concepts, a copy of which is attached hereto as Exhibit "B" and incorporated herein by express reference. Any substantive change to this plan or any of the conditions and requirements of this section shall require a new rezoning action.

- (d) *Permitted Uses.*

1. No more than 35 single-family residential dwelling units.
2. No more than 10 mixed-use commercial buildings with maximum 2,100 gross heated square feet. These buildings may contain residential uses on

the second floor only, as long as all building and fire safety codes are satisfied.

3. No more than one (1) mixed-use commercial building with a maximum 5,500 gross heated square feet. Residential uses may be located on the second floor only, as long as all building and fire safety codes are satisfied.
4. Uses permitted as defined in GC zoning district, Section 1006, except Automotive car wash facilities, Automobile maintenance facilities, Automotive rentals, Drive-in restaurants, Drive-thru establishments, and funeral home and mausoleum.
5. Uses permitted as defined in the OI zoning district, Section 1005A, except funeral homes.
6. Bed and breakfast with individual cottages between 400 – 700 gross heated square feet. Each cottage shall be considered a part of the Bed and Breakfast business and may not be subdivided into individual lots for sale.
7. Publicly owned buildings, facilities or land.
8. Buildings, facilities or land for non-commercial park, recreation or open space purposes.
9. Accessory uses (see Section 908).
10. Customary home occupations (see Section 907).

(e) *Conditional Uses.*

No conditional uses shall be permitted within this zoning district.

(f) *Other Requirements.*

1. Minimum front setback: 10 feet
2. Minimum side setback: Five (5) feet
3. Minimum rear setback for single-family residential lots: 10 feet
4. Minimum rear setback for commercial and mixed-use lots: Five (5) feet
5. Parking: each single-family residential lot shall have an off-street parking area for two vehicles. Parking for the Bed and Breakfast shall be provided at a ratio of 1.5 space per cottage. Parking for the Commercial and mixed-use buildings shall be provided at a minimum rate of one (1) space per 275 square feet. All parking dimensions shall comply with City standards
6. Signage: Signage shall comply with City standards unless a Master Sign Program is approved by the Planning Commission.
7. Architectural standards: Structures shall utilize brick, stone, or cementitious siding for all elevations. Each elevation visible from a street or publicly owned greenbelt shall include architectural detailing similar to the front elevation in order to avoid creating a blank wall.
8. Streets: street sub-base and paving standards shall be built to city standards as required by the City Engineer. Maintenance of colored cement, stamped cement, cobblestones, and similar paving products shall be the sole responsibility of the developer and/or the homeowners' association.

9. Multi-use paths: at least two multi-use path connections shall be provided to the western property line and connect to the existing path in the city greenbelt. The developer shall work with City staff to locate and designate a path easement to the northeastern property boundary for a future connection to Shakerag Hill. The multi-use path sections and easements shall comply with City standards.
10. Maintenance of all internal parks, landscaped areas, sidewalks, signage, and subdivision entrances shall be the sole responsibility of the developer and/or the homeowners' association. This shall be noted on the final plat.
11. Stormwater facilities may be privately owned if constructed to City standards and a Maintenance Agreement between the City and the property owner/homeowners' association is recorded with the Fayette Clerk of Court.

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.

Done, Ratified, and Passed this 7th day of November, 2019

Vanessa Fleisch, Mayor

Phil Prebor, Post 1

Mike King, Post 2

Kevin Madden, Post 3

Terry Ernst, Post 4

Attest: _____
City Clerk



EXHIBIT "B"

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council Members

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

FROM: Quinn Bledsoe, Recreation and Special Events Director 

DATE: October 23, 2019

SUBJECT: Gym Service & Installation Co., Inc. (GSI) for Kedron Gym Floor Replacement
November 7, 2019 City Council Meeting

RECOMMENDATION: Staff recommends awarding the Kedron Gym Floor replacement to Gym Service and Installation (GSI) Co., Inc. for the bid price of \$150,881.00.

DISCUSSION: Originally installed in 1995, the current Kedron granwood gym floor is no longer available and has deteriorated in many places. Staff spent a significant amount of time researching various flooring material for the floor replacement and selected the Elastiplus floor by Connor Sports. Elastiplus is a moderately priced, hybrid-type athletic surface that is used in many gyms. The City received 2 bids:

GSI	\$150,881.00
PlayOn Sports	\$153,937.00

GSI is an authorized installer of Elastiplus. GSI is aware of the City's limited time for installation and can schedule crews to accommodate the Kedron calendar, minimizing both lost revenue and gym closure time.

Budget Impact:

Sufficient funds have been budgeted in the FY 2020 CIP budget for this project.