City Council of Peachtree City
Agenda
November 5, 2015
7:00 p.m.

I. Call to Order

II. Pledge of Allegiance

III. Announcements, Awards, Special Recognition
Proclamation – World Pancreatic Cancer Day
Proclamation – National Hospice and Palliative Care Month (TENTATIVE)
Recognize Recreation & Special Events Department – GRPA District 4 Agency of the Year
Recognize Fire Lt. Marty Cofield – 15 Years of Service

IV. Public Comment

V. Agenda Changes

VI. Minutes
September 8, 2015, Workshop Minutes
October 15, 2015, Regular Meeting Minutes

VII. Consent Agenda
1. Consider Alcohol License – NEW – Partners II Pizza at Braelinn, 270 South Peachtree Parkway
2. Consider Request to Sole Source/Brand Name Purchase for Firefighting Protective Gear – Bennett Fire Products Company, Inc., & Globe brand gear
3. Consider purchase of Chevrolet Tahoe for Police Department
4. Consider Sole Source/Name Brand Purchase of Bobcat T650

VIII. Old Agenda Items
10-15-03 Consider Adoption of Right-of-Way Occupancy Ordinance
Staff has requested this item be continued to November 19
10-15-06 Consider Amendments to W HWY 54 Design Guidelines

IX. New Agenda Items
11-15-01 Public Hearing – Reaffirm Multi-family Housing Moratorium
11-15-02 Public Hearing – Consider Conditional Use Permit, TowerCom V, LLC (201 S Peachtree PKWY)
Applicant desires to install telecommunications tower and associated equipment
11-15-03 Consider Intergovernmental Agreement – Fayette County Water Franchise
11-15-04 Consider FY 2016 Budget for KPTCB
11-15-05 Consider RFP for Municipal Court Case Management System

X. Council/Staff Topics

XI. Executive Session

XII. Adjourn

City Council of Peachtree City
Workshop Minutes
September 8, 2015

The Mayor and Council of Peachtree City met in workshop session on Tuesday, September 8, 2015. Mayor Fleisch opened the workshop at 6:30 p.m. Council Members attending: Terry Ernst, Eric Imker, Mike King, and Kim Learnard.

The purpose of the workshop was to review the use of broadband services as a community economic development tool and to review the municipal broadband services business plan.

Interim City Manager Jon Rorie said it was all about money. He noted that 1957 plan for the City included a population of 85,000 with 27,000 dwelling units. The plan had obviously changed, and today the City had a population of 35,000, with 14,000 dwelling units. Rorie looked at the key trends in the City, which included an aging population, residential buildout/aging housing stock, and recent annexations and expansion of the City limits. He clarified he was not suggesting the City annex or expand its borders for economic development, but they were tools that could be used to grow the City's economic base.

Rorie noted the fluctuation in the City's tax digest from 2009 – 2015, dropping from more than $1,875,000,000 in 2009 to just under $1,700,000,000 in 2012 and 2013. The property values began to increase in 2014, and the 2015 digest was valued at just over $1,900,000,000. The City's sources of revenue included ad valorem taxes (37.6%), Local Option Sales Tax (LOST) (19.9%), other taxes (14.2%), other revenues (11.3%), fund balance (2.3%), fines and forfeitures (3.4%), and licenses and permits (3.3%). He continued that 60% of the revenues came from ad valorem taxes and LOST. A home with a property valued at $239,000 paid approximately $60 per month in property taxes for all City services. All decisions should be considered for the impact on the community and how it broke down. A dollar could only be spent one time.

Rorie continued that services were linked to quality of life, which had long been an explicit or implicit goal. Adequate definitions and measures for "quality of life" had been elusive, according to Rorie. Standard indicators included wealth and employment, built environment, physical and mental health, education, recreation and leisure time, and social belonging. Support of quality of life required a robust economy. Job centers pulled economies together. An hour's drive was an extreme reach.

Rorie continued that the goal was to introduce new money into the economy, and there were two ways to do it – industries and tourism. A local economy was a geographic area where the vast majority of people lived and worked. The geographic area was largely determined by the commuting patterns of people in the area. When people from other communities came to the City, they contributed to its economy.

The flow of money was also important when considering economic development, Rorie said. All of Fayette County should be considered. Everyone was connected, and Fayette was connected to the economies of its surrounding counties.

Planning and Development Director Mike Warrix and Robin Cailloux, planner, discussed how economic development was connected to the Comprehensive Plan and the Land Use Plan.

Warrix said the City had strong history of comprehensive planning, noting the Land Use Plan was developed in 1985 and the Comprehensive Plan in 1992, with updates to the Comprehensive Plan in 2008 and upcoming in 2016. Economic development included elements of the

Comprehensive Plan, such as land use, community services, and recreation. It reduced the burden on the residential base.

Cailloux discussed how much a residential acre cost the City. Economic development objectives and policies were in place to encourage job creation and retain existing businesses, provide incentives and amenities for quality of life, and to provide infrastructure, adequate and modern. Economic development helped to reduce the burden on the residential tax base. Currently, 80% of the City's revenue came from residential uses. Residential uses had negative net revenue, while commercial and industrial uses had positive net revenue.

Cailloux said that for every $2,500 of residential zoning revenue, the City had approximately $3,000 in expenses, costing the City more than it received. For every $17,500 in commercially-zoned revenue, the City spent approximately $6,800. The City expense for office properties was approximately $3,000 for just over every $4,000 in revenue. For Industrial properties, the City spent approximately $500 for every $1,000 collected. The City spent approximately $500 for Open Space property, and $3,000 for property designated as Services. Cailloux explained that Open Space and Services were generally tax-exempt and included schools, churches, and recreational areas.

Imker asked if Peachtree City's breakdown was comparable to similar cities. Cailloux said the same was true on a national scale.

The objective was to provide a balance of land uses. Cailloux said. Currently, 50% of the land use in the City was residential, and Open Space was 25%. Commercial land use was 4%, and Industrial use was 15%. The City's options included annexation, converting residential property to other uses, or increasing taxes. She pointed out that industries that made widgets required 1,000 square feet per employee compared to high tech industries that required 300 square feet per employee.

The addition of broadband to the community would ensure adequate levels of service for fire, emergency medical services, and police due to the interconnection of stations for faster communications. It promoted a full range of health facilities because of faster uploads to nationwide health centers, and it would provide a full range of educational opportunities through online classes, content, videos, and educational applications that were widely used for all levels of education.

Emily Poole, business retention and expansion manager for the Fayette County Development Authority (FCDA), discussed economic development and municipal fiber, and noted economic development was the creation of wealth and the creation of jobs. The most visible way to achieve that wealth and job creation was to recruit new companies, which Poole said could take many years. Supporting the retention and expansion of existing companies was another way, and Poole noted that studies showed 80 – 85% of new jobs came from existing industries. They needed to ensure that existing companies had what they needed to expand and stay in the community.

Industries looked at infrastructure, location, workforce, the education system, and quality of life when deciding on relocation. Poole noted OSMOSE, an industry that moved from Fayetteville to Peachtree City, was constructing two new facilities on SR 74. The capital investment was upwards of $7 million, with more than 300 jobs retained and created. Project Commodore was a redevelopment of one of the Photocircuits sites, with an $8 million investment and 260 jobs created/retained.

Panasonic employed several hundred software engineers, and they were very excited about municipal fiber. They communicated with seven other facilities around the world every day. They needed access to high-speed data.

Poole said municipal fiber would help City businesses compete on a global scale. The City had a competitive advantage with its proximity to Hartsfield-Jackson airport and the Atlanta region. The workforce was one of the most educated and affluent in the state. A municipal fiber project would attract more of those types of workers. The education system was an advantage, and high speed fiber would make the education system more robust. Firms were looking at high speed fiber as a more critical factor in staying in the City or relocating.

There was a shortage of industrial property in the City, Poole said. A company visited a few weeks ago, and 40 – 50 acres was needed. The City did not have it, Poole said. High speed fiber was becoming increasingly important as infrastructure.

Poole briefly discussed municipal fiber in Chattanooga, TN, which she said was the gold standard when discussing economic development. It was the first gigabit city in the U.S. The network helped bring Amazon to Chattanooga. LaGrange was another success story, and municipal fiber helped bring Kia and its support companies to that city. LaGrange's tax base had increased dramatically, and its municipal fiber paid for itself.

Salvatore introduced Philip Abbott of Cpak, the City's systems administrator who also managed the broadband network for LaGrange, Allen Davis of Community Broadband, and Todd Barnes, the City's bond underwriter.

Salvatore continued that broadband described the speed of data transmittal. Speed was relative, and he noted that speeds of 25 to 50 Mbps were considered high speed compared to what used to be considered high speed (4 Mbps). Broadband used either copper cable or fiber-optic cable. Fiber-optic cable was a relatively new form of infrastructure and was also known as FTP or fiber-to-the-premises. It primarily delivered high speed internet and cable television services, and fiber optic had speeds of 1,000 Mbps or 1 Gbps and faster.

Broadband was important, and cities across the country were scrambling to bring high-speed fiber to their communities. It was considered an essential economic development utility that would assist in both the retention and recruitment of businesses. Since areas where broadband was available were highly desirable place to locate, it also helped to support property values in those areas, according to Salvatore.

Control and support of the infrastructure and the ability to decide what was best for the local community instead of a private company deciding what was best for profits were among the reasons for municipal broadband. Salvatore continued that control of future technology infrastructure tied in with fiber network, such as cell service micro-sites. The City owned the rights-of-way for fiber installation. Current legislation and FCC rulings supported it. He noted that the City was not profit-motivated in providing services. The City currently paid a private provider for service to City-owned facilities.

Salvatore gave a brief background history on the City and fiber, pointing out that the City had applied for Google fiber in 2010, and the application had been turned down. In 2014, the City contacted AT&T about FTP service, and no response had been received. With the recent changes in legislation and FCC rulings, there was no need to rely upon private companies to provide the fiber infrastructure. The City could control its own destiny, or have it controlled.

Allen Davis, Community Broadband, LLC, told Council he had more than 24 years of experience in fiber-based deployments, and more than 34 years of industry experience. His company had supported more than 140 entities, including municipalities and municipal electric service providers, electric membership cooperatives, investor-owned electric utilities, local exchange carriers, competitive local exchange carriers, government agencies, and private equity. They worked with broadband system ownership and management. They offered project development support in many areas, including business plan development, investment banking and project capitalization, network development management, staffing, and sustainability strategic planning.

Davis continued that the proposed network development plan for the City was all fiber, all data, and all commercial. There would be enough capacity to meet market demand, and the plan was supported by progressive local leadership. Broadband was critical infrastructure to the government, education, convention, and utility sectors.

The near term benefits of a fiber optic project included speed (fiber optic internet connection ran at the speed of light, which was the fastest transport medium available) and high bandwidth capacity. The networks provided virtually unlimited bandwidth capacity with the same upload and download speed (when the system was launched, all sites connected to the network could receive up to 100 gigabits of capacity). Fiber optic lines were made out of glass and were the most secure network options available. Fiber optic cable was less susceptible to breakage than other types of cable and could carry a strong signal over a wide distance, resulting in a better quality transmission of data and images.

As for the long-term benefits, Davis said it would be a valuable local and regional asset, provide unlimited capacity to meet current and future demands, and was a critical infrastructure to support the local service area (economic development, employment opportunities and job creation, education, medical support resource, enhancement of capabilities for all sectors, public safety, and improved overall quality of life for citizens).

The process included the business plan development, internal review and approval of business plan, project capitalization, outside plant vendor selection, approval of outside plant vendors and contractors, engineering and design, regulatory and permitting, network construction, finalization of service offerings and rates, enterprise service agreements, network activation, site activation, and operation and maintenance. Davis said the business plan included a service area evaluation, incumbent service provider assessment, market analysis, system infrastructure technical analysis, service offerings, infrastructure deployment, projection capitalization, and a capital and operating budget.

Davis said the Phase 1 basic assumptions included the sites served – Fire Stations 81, 82, 83, and 84, Police Station, City Hall, Library, Glenloch Recreation Center, Amphitheater, Public Works, Kedron Fieldhouse, all Fayette County schools located inside the City limits, and the Industrial Park. The total network plant would have 22.54 miles, everything would be completely underground, and the services would include data/broadband. Per the financial projections for project capitalization for Phase 1, $3.23 million in municipal bonds would be required.

Davis continued that 25 potential enterprise customers in the Industrial Park had been contacted, and 12 had responded. All 12 responding companies were interested in using the system. They had requested 19 gigabits per second (Gbps) total capacity, with an average capacity of 1.58 Gbps per site. The business plan assumption was that 11 enterprises would be served with an average capacity of 1.35 Gbps per site.

Learnard asked why residential was not included in the business plan. Davis said it was not feasible. Comcast, AT&T, and satellite companies were competing in the City, and wireless was available from them all. He noted the cost of video content was going through the roof. Customers were using broadband to access video and were going around the video providers. The municipal system would be a commercial-grade, enterprise-based fiber network. It was not designed to offer residential services of any kind.

King said the biggest push he had heard was from the residents, and it would be a hard sale for $3 million. Learnard said it would not, because Davis was making the business case. King said he wanted to hear something about going to residential in the future. Davis said that was a bad idea.

Abbott added that he had talked to NuLink about using the City's fiber backbone to get into residential neighborhoods for a fee. He said LaGrange did not service residents either, but LaGrange helped facilitate it so the other carriers could get to the residential areas for a fee. Residential carriers needed the City's backbone. He said the City could get the private carriers to use the municipal backbone and offer competitive pricing for residents.

Davis said the backbone also offered other opportunities such as microsites for phone companies. He continued that traditional cable television was going away, and more would be available on the broadband side. Having the backbone infrastructure in place would help residential service by the private companies.

Davis gave a brief overview of the financials from year one to year five. Net income was expected to be earned in Year 2. Interest only would be paid on the bond for 24 months, and it would be a 10-year bond. Construction of Phase 1 of the network was expected to be in the second quarter of 2016, with the system launch and site activation by the third quarter of 2016, assuming the City moved forward in a timely fashion.

The steps for implementation included Council's review of the business plan, Council's approval of the business plan, finalizing the project capitalization, initiating the vendor selection process, closing of the project capitalization, developing the project, and launching the system.

Learnard asked about operation and maintenance of the system. Davis said the network itself was relatively simple, and the only maintenance the fiber network would require would be repairs in event of a fiber cut, which was a straightforward repair process. The equipment itself would be onsite and could be managed from a remote location.

Fleisch asked Allen if surveys were always done and whether the 48% return on the surveys was typical of other municipalities. Davis said the City had more high capacity users in a smaller area than any place he had been to, and the users were normally much more spread out. There was usually a good response from commercial areas in places that were underserved, and that was the case in the City. The City was very similar as far as underserved demand.

Fleisch noted Google was in College Park, and asked whether it would be a competitor. Davis said Google had a residential focus, offering video, data, and voice, but the company was not trying to make a return on investment. It was important for the City to do this project properly. It was unlikely Google would show up in the City, and the City needed to take this step to remain competitive in attracting new industries.

Imker asked Todd Barnes, the City's bond underwriter, which way he recommended going with the bonds. Barnes said the business plan had taken a 3.5% interest rate with 10-year financing; however, the rate would be closer to 2%. Imker asked for two 10-year amortization tables, showing principal and interest; and a 20-year chart of expenses and income projections. He wanted all three on the same chart, so he could judge the risk and whether it would be safe for the citizens. Imker said he would work with Salvatore to massage the charts for the best way to present it to the citizens. He wanted to ensure the risk was captured.

Davis said he always used conservative interest rate numbers, and he always hoped someone like Barnes would say the numbers would be better, which meant the plan was more feasible than projected.

Fleisch asked how much the City paid NuLink. Abbot said the City's fee would go up from $50,000 to $70,000 in FY 2016. Fleisch asked how many structures that amount covered. Abbott said he would have to count them, but the backbone would connect more facilities than were connected now. One fire station was connected to Comcast. No more facilities would be added for the increase, but the bandwidth would be upgraded.

Imker said he always had a problem when government ran things. Private industry usually did it best. He asked why the private sector could not offer fiber optic so the City could become a customer like the other commercial entities. Davis said the City was the equivalent of an apartment complex to AT&T and Comcast, and it was not a big enough deal for them. Imker asked what the break-even point was after paying off the bond. Davis said the project would be sustainable after the first year. He added the scale/footprint was not in the City for a private investor or company to build a network.

Imker said he had concerns about privacy and access with a government agency running the operation, especially public perception, and how to address it with citizens. Davis said there were strict rules and regulations prohibiting government access to private information. Imker said the federal government decided which rules it would enforce. Davis said the carriers and wireless were doing the same things.

Imker asked if the Peachtree City Facilities Authority, which was the entity that would probably borrow the money, had to be non-profit since the City was. Barnes said there were a few issues. As a municipality, the City could operate a utility and generate a profit, and there were no issues with that. The issues were more with the tax-exempt status of the bond. Bond counsel was reviewing long-term contracts and the tax status of the bonds. The utility itself generating a profit was not an issue. Learnard noted the LaGrange did not have property taxes. Barnes said many municipalities funded city operations off the funds generated by their utilities. Imker said the project was very enticing, but he still wanted something in writing that said the City could do this.

Fleisch said her concern was business retention, asking what the timing would be to recruit a replacement if one of the larger industry users were to leave the City. Poole said having fiber optic in place could be the critical factor to tip the decision towards the City. Municipal fiber would make the City more attractive for high tech, cleaner industries.

Fleisch said she recalled it could take eight years to replace a company that left due to the competitive nature of economic development. Poole said the turnaround was a bit faster now, noting Panasonic had been a manufacturing facility that was now an advanced research and development-type facility.

Rorie said government was not in the business of providing business, but it was in the business of providing services. Council had to make a big decision. The question was whether the City became a monopoly and leased out the infrastructure or if Council would allow a private monopoly to come in and offer the service. He asked if Council wanted to put the business plan on the September 17 agenda for discussion. The business plan was over 130 pages, and Council had seen six pages during the workshop.

Imker said he would like to go with discussion on September 17, with a vote on October 1. Nine days was not enough time to digest the material. He also wanted to hear citizen comment. Rorie said it was incumbent to get the information placed on the website so citizens would have access.

Salvatore said he could put together a "do nothing" model, and how that would affect the City's destiny. There would also be lost revenue opportunity from companies leasing off the backbone. The City was going to lose the cable franchise fees as the companies expanded their fiber networks. Rorie said those items should be discussed on September 17.

Imker said they wanted to have all the facts. Council knew what staff recommended. He asked staff to just present the data, without forcing a decision. Salvatore said one of the reasons these types of ventures failed was due to partnering with the wrong people. He was confident knowing the City had Cpak with its experience in LaGrange.

Eric Snell said industry and tourism were driving the economic engine in Peachtree City, as well as the people that drove on SR 74. The City could assess property taxes on the network, and there were carriers that paid property taxes. It was shown that there had been a 4% increase in gross domestic product (GDP) in communities with broadband. There were successful municipalities, but the cities in Georgia that had been successful had already implemented services for electricity, and technician infrastructure was in place. The City outsourced power. Comcast and AT&T had fiber optics in the City. This would be a 24/7/ 365 operation. The cost to build it was $20,000 – $30,000 per mile. Many cities immediately approved a conduit ordinance, so conduit was deeded to the City when it was put in. Once the conduit was in the ground, it would be cheaper to put in fiber optics. Fiber life was estimated at 40 – 50 years, but it was still an unknown. The business environment was competitive. The demand from customers would continue to increase, and prices would continue to decrease. Three-year contracts were standard, so the businesses might have to wait before using municipal fiber. The private companies could offer better deals. The state had a plan for the schools. A conduit ordinance needed to be in place now so the City could reap the benefits, even if it took 10 years.

The workshop concluded at 9:10 p.m.

Pamela Dufresne, Deputy City Clerk	Vanessa Fleisch, Mayor

City Council of Peachtree City
Meeting Minutes
October 1, 2015
7:00 p.m.

The Peachtree City Mayor and Council met in regular session on Thursday, October 1, 2015. Mayor Pro-tem Mike King called the meeting to order at 7:00 p.m. Others attending: Terry Ernst, Eric Imker, and Kim Learnard. Vanessa Fleisch was out of town.

Announcements, Awards, Special Recognition

King proclaimed November 1 as Retired Educators Day in Peachtree City. Retired Fayette County Educators Mary Maud Hiestand and Deb Posey accepted the proclamation. John Reed, Joyce Edwards, Lloni Soogrim, and several members of Toastmasters International clubs in Peachtree City and Fairburn accepted a proclamation for Toastmasters Weekend (October 30 – November 1). Firefighter/EMT Eddie McDonald was recognized as September Employee of the Month, and Police Cpl. Rob Todd was recognized for 25 years of service to the City.

Minutes

October 1, 2015, Regular Meeting Minutes

Learnard moved to approve the October 1, 2015, regular meeting minutes as written. Ernst seconded. Motion carried 3-0-1(King).

Consent Agenda

1. Consider Ethics Resolution

Learnard moved to approve the Consent Agenda item 1. Ernst seconded. Motion carried unanimously.

Old Agenda Items

08-15-06 Public Hearing – Consider Rezoning, R-43 to LUC, Hwy 54/Robinson Road

This item was withdrawn by the applicant.

08-15-07 Public Hearing – Consider Text Amendment to Zoning Ordinance, Accessory Uses

Planning & Zoning Director Mike Warrix addressed Council, saying this item was originally heard by Council on September 17, and staff had been instructed to look at the definition of recreational vehicles, which had been done. He continued that the proposed amendment would allow a property owner to store/park a recreational vehicle as defined by the ordinance in a residentially-zoned area within an enclosed garage or carport, either attached to the primary structure or detached. Currently, the vehicles could be stored on the rear of a property provided they were stored on an all-weather surface and not located within 20 feet of the rear property line. The only change would require that the accessory structure's architecture, building materials, color scheme, and roof pitch be similar to the primary structure on the lot.

King opened the public hearing. No one spoke either for or against the text amendment. King closed the public hearing.

Ernst moved to approve agenda item 08-15-07 Consider Text Amendment to Zoning Ordinance, Accessory Uses. Learnard seconded. Motion carried unanimously.

New Agenda Items

10-15-05 Public Hearing – Consider Variance Request, HWY 54/ Robinson RD

This item was withdrawn by the applicant.

10-15-06 Public Hearing – Consider Amendments to W HWY 54 Design Guidelines
Senior Planner David Rast said the proposed amendments were considered housekeeping to the design guidelines that had been adopted as part of the SR 54 West corridor overlay district, which was why a public hearing was required. The amendments had been presented to the Planning Commission on October 12, and a public hearing had also been held.

Rast recalled that, when the overlay district had been developed, staff had worked with a consultant, developers, and a citizens group to establish guidelines for as the highway was being widened. The guidelines had been presented to the Planning Commission and City Council, and were subsequently adopted. There had been a few amendments to the design guidelines through the years.

One of the proposed amendments was to change the number of signs on the village identification signage, which were the signs designed to identify the tenants within a center. Currently, the guidelines allowed no more than eight tenant identification panels on the signs (four on each side). The proposed amendment would allow 12 tenant identification panels (six on each side). Rast pointed out that some of the signs in the corridor had two tenant panels, while other signs had several. The sign itself would not be larger; only the number of insets would change. Staff and the Planning Commission supported this amendment. Rast stressed that the sign and the inset would not be any larger than others.

The second amendment regarded tenant wall signage, which was limited to 50 square feet as the maximum. The guidelines did not address anchor tenants. Rast pointed out that Walmart and Home Depot were developed before the guidelines were in place. The guidelines did not seem to work for the larger tenants that came in after, and staff had referred to what was in the Sign Ordinance for them. He continued that the proposal for Aldi's sign was close to 150 square feet, adding the sign included a graphic over the name. They were also working with Michael's in the Overlook, which was when the need for updates was realized. According to the current guidelines, 24 inches in height was the largest the letters could be.

Rast continued that staff recommended increasing the maximum size of signs to 100 square feet for single tenant and multi-tenant buildings with less than 100 linear feet of building frontage. The maximum size recommendation for those with more than 100 linear feet of building frontage was 150 square feet. The proposed amendments were based on what was in place in the corridor. He noted that Office Depot (which was closing and would be replaced by Aldi's) had building frontage of 160 linear feet; letter height of three feet, six inches; and a sign that was 112 square feet. PetSmart had 116 linear feet of building frontage; letters that were four feet, nine inches high; and a 92 square-foot sign; Best Buy had 200 linear feet of building frontage; letter height of three feet, four inches; and a sign that had 113 square feet. Dollar Tree's building frontage had 94 linear feet, a letter height of 30 inches, and a 90 square-foot sign.

In addition, staff recommended a change in types of tenants. Currently, the guidelines read:

> ***Permitted signage guidelines***
> *There are two types of tenant wall signage that will be permitted on individual buildings within the GA 54 West Overlay District. Due to the fact that many of the buildings have frontage on more than one street, these guidelines have been designed to allow more than one wall sign to identify individual tenant spaces. Approval of more than one tenant wall sign shall be at the sole discretion of the City Planner, and in no instance shall more than two tenant wall signs be permitted for a single tenant.*

1. ***Primary tenant wall signage*** *is intended to identify the anchor tenants of a particular building and the businesses located within corner tenant spaces.*
2. ***In-line tenant wall signage*** *is intended to identify those tenant spaces not considered primary tenants.*

The proposed amendments read:

Permitted signage guidelines
Tenant wall signage shall be established based on the classification of the tenant space as defined below:

1. *Anchor tenants shall be those tenant spaces with no less than 100 linear feet of building or tenant frontage.*
2. *Primary tenants shall be those tenants located in corner tenant spaces and/ or those with no less than 6,000 square feet of floor area.*
3. *In-line tenants shall be those tenants that are not anchor tenants or primary tenants.*

Permitted signage guidelines
The wall sign for ***anchor tenants*** *shall be limited to no more than 1½ square feet per linear feet of building frontage, with a maximum size not to exceed 150 square feet. Individual letters shall not exceed 60 inches.*

The wall sign for ***primary tenants*** *shall be limited to no more than 1½ square per linear feet of building frontage, with a maximum size not to exceed 100 square feet. Individual letters shall not exceed 48 inches in height.*

The wall sign for ***in-line tenants*** *shall be limited to no more than 1½ square feet per linear feet of building frontage, with a maximum size not to exceed 50 square feet.*

Rast said that the Planning Commission did not recommend the proposed changes to the wall signs. However, staff recommended Council consider all the changes.

King opened that public hearing.

Jim Lowe of Trinity Development said he had a unique perspective on the changes, noting he was one of the authors of the overlay. This was a special area, and the document prepared in 2004 had a lot of small buildings pushed to the front of their tracts, which was expected to occur throughout the corridor as it developed. The proposed modifications supported the way the corridor was actually developing and kept the area special. He did not feel they had done a good job of explaining the amendments to the Planning Commission when that board had made its decision. He continued that the graphics as currently required by the guidelines had not been well-received by the quality type-A tenants for the Overlook.

Pamela Kemp asked if the wall signs would stay lit for 24 hours. Lowe said the lights would be off when the stores closed.

King closed the public hearing.

Learnard asked Rast to clarify the store types. Rast said PetSmart, Best Buy, Home Depot, and Walmart were considered anchor tenants. J-Mart and Kobe in MacDuff Crossing would be considered primary tenants, while the Banana Beach Tan would be considered an in-line tenant.

Imker asked what the Planning Commission had supported and what were staff's additions to that. Rast reiterated the Planning Commission supported the modifications to the village sign panels, but they did not support any of the changes in the size of the wall signs. Imker agreed a two-foot tall sign was too small for Michael's, but he did not want to see the signs as large as staff was recommending, which was 60 inches tall, with a maximum square footage of 150 feet.

Linda Flowers said the drawings shown had been helpful in understanding the proportions, asking if there were options on height, width, and font sizes. Learnard said there was a maximum height and square footage. Rast said the drawings shown had been based on the letter height.

Interim City Manager Jon Rorie said he had driven on SR 54 East prior to this meeting, noting the Chick-fil-a sign which had a height of five feet for the "C." He said the guidelines appeared to be more restrictive in the SR 54 West area than anywhere else in the City. Rast said they were, noting that signs could be 150 square feet in other areas. Rorie said the limitation of five feet on the height of the letters would limit the size of Michael's sign to 95 square feet, which more restrictive than the sign ordinance in the rest of City.

Learnard questioned what the intent of the signs was and what was appropriate and aesthetically pleasing for this location. She asked whether the Michael's sign would have a subheading under the name. Rast said that the sign for Michael's with the tag line would be 119 square feet. Lowe said it was about balancing the square footage and the height. The letters in Michael's were five feet, and the tagline added additional square footage. The tenant preferred a tag line be included.

Rast said that, for an anchor tenant, the proposed maximum size would be 150 feet with a maximum letter height of five feet. Imker said he was confused about the two-foot limit on the letters. Rast said that, in the past, the City had reverted to the sign ordinance for anchor tenants. The tenants would want their logos above the entrance, and they would put what they could within the 150 square feet as long as the letters did not exceed five feet in height. The consistency in the signs would be the five-foot height.

Imker asked City Attorney Ted Meeker if all the stores in the corridor would be able to get larger signs if the amendments were approved. Meeker said they could as long as they had the linear feet of frontage. Imker said he wanted to be careful about voting without knowing the consequences, asking what impact this could have.

Rast said they were trying to keep the signs from getting excessively large. Capping the size of letters would limit the size of the signs. The sign bands would not allow much larger signs for most of the existing businesses. Lowe said a national tenant would have a logo. As the sign expanded, the dimensions would be proportional. Every sign would be slightly different.

John Dufresne asked Council to continue this agenda item and schedule a workshop, saying there were many questions and they should not make a rushed decision. Imker said he was not prepared to make a decision; he did not know the consequences of the proposed changes or the impact on the other businesses.

King said they would be holding the decision up for five-foot sign ;etteromg, saying this particular development had been delayed for years. He supported an increase to 150 square feet, which put a cap on the letter size.

Ernst noted HomeGoods would have a longer sign than Michael's, asking how long the sign would be with letters that were five feet tall. Lowe said it would be approximately 34 feet, which would be 170 square feet. Rorie said the sign could not be that size. King pointed out it would be capped at 150 feet. Ernst said that was his point. Their sign would be too big.

Martine Yancey asked what the anchor stores were for The Overlook, and how many anchor stores were allowed in one area. Rast said there were three anchor stores – Michael's, TJ Maxx, and HomeGoods. Ulta and Versona would be primary tenants, and Dress Barn and Famous Footwear would be in-line tenants.

Pamela Kemp asked if the Dollar Store in MacDuff Crossing, which was an anchor, would be able to have a bigger sign if the amendments were approved. Meeker said they could come back and ask for a larger sign, if they met the requirements for linear footage. Kemp said the signs would not be consistent in height in order to meet the square footage. Signs for longer names would have shorter letters. Lowe said they would be able to fit with five-foot letters.

Imker asked how many businesses would be able to request new signage. Rast said the only tenants in excess of 100 linear feet were Office Depot (Aldi), Best Buy, and PetSmart.

Imker moved to continue the agenda item to the next Council meeting (November 5). Learnard seconded the motion, saying her concern were the unintended consequences.

Learnard said she supported five-foot tall letters. She felt the examples they had seen at this meeting were reasonable, but she was concerned about the existing businesses.

Imker said a two-foot sign was unacceptable to him, but he wanted to know the consequences for all the other stores in the corridor before he made a decision. He felt the sign at PetSmart was too large and was not aesthetically pleasing.

Learnard said if she had felt comfortable with the consequences for the existing businesses, she would be ready to vote. Scale was important to the aesthetics.

Meeker noted the debate should be whether or not to continue the agenda item. Council could give staff guidance on what they wanted.

The motion carried unanimously.

Imker said he wanted to see what four-foot letters for the anchors, three-foot letters for primaries, and 30-inch letters for the in-line tenants would look like at The Overlook, with 120 square feet for anchors, 100 square feet for primary tenants, and 75 square feet for in-line tenants. He also wanted to see the impact of the current signs in the corridor and what would happen if they were larger.

King said he did not want to leave the impression that PetSmart would have to get a new sign. Imker agreed. Lowe said they were being held up by this issue. Tenants were ready to walk if they were bound by two-foot lettering on their signs. He shared the concerns of the potential impact on the corridor. He needed an indication on where Council stood on the options, which would give him a fighting chance of keeping the tenants in the development.

Imker said two-foot letters were unacceptable. Four feet would be his starting point for anchors. He needed to see the impact. Lowe asked if it were possible to include something in the motion about five-foot sign letters for businesses that were 600 feet from the highway. Meeker said

Imker had stated his thoughts, and he did not know any other action Council could take at this meeting unless they wanted to reconsider the motion to continue. Imker said he could not vote without knowing the consequences. Learnard said she supported five-foot letters. King said he supported letters between four and five feet, but the size of the sign should be capped at 150 square feet. Ernst said he also supported five feet.

10-15-07 Consider Bid for Asphalt Spreader – Reynolds Warren Equipment

Public Works Supervisor Scott Hicks addressed Council, saying staff recommended Council accept the bid from Reynolds Warren Equipment for $144,900 for one 2015 LeeBoy 8500c asphalt spreader, which would replace an asphalt spreader that parts were no longer available for. Hicks said $165,000 had been budgeted, and the bid was $20,100 lower.

Ernst moved to approve New Agenda item 10-15-07 Consider Bid for Asphalt Spreader – Reynolds Warren Equipment at a cost of $144,900. Learnard seconded. Motion carried unanimously.

10-15-08 Discuss/Consider Social Hosting Ordinance Relative to Underage Alcohol Consumption

Rorie introduced Michael Mumford of AVPride and Becky Smith of Fayette FACTOR to give a brief overview. Mumford said they had been working on underage drinking in the County for four years, collecting data the first two years. A coalition of leadership in the County was developed, and they spent the last two years studying other social host ordinances. He continued that the proposed ordinance held parents accountable for underage drinking by youths that were not part of the families in their homes. Smith added they had worked with the other municipalities in the County, as well as the Board of Commissioners, to ensure there was uniformity with the various versions of the ordinance so the parties would not just move to another location.

Police Sgt. Kay Crider said work on the ordinance started in April. Representatives from the City, Fayetteville, and Fayette County Sheriff's Department help develop the Social Hosting Ordinance to discourage legal adults from providing people under the age of 21 with access to alcoholic beverages. Fayette County adopted a similar ordinance in September.

Crider said the ordinance would, hopefully, reduce the number of drinking parties. She continued that it was not just the parties that were the concern, but the activities that took place at the parties, as well as what happened when the underage youth left the parties. It was not about punishment, but education on the behaviors due to alcohol use. The ordinance did not apply to legally-protected religious observances, underage persons legally possessing alcohol as part of their employment, or to the conduct of parents with their own children in their own homes. Staff recommended Council approval of the ordinance.

Imker asked who was targeted with the ordinance. Crider said it addressed parents, legal guardians, and any adults hosting a party with alcohol for underage young adults. Learnard said she saw the ordinance as another tool in parents' arsenal.

King said it should also target parents who were away whose children held parties, saying it was still the parents' house and they were responsible for the actions in the home even when they were away.

Ernst said this ordinance was overdue.

Imker asked if Municipal Court Judge Stephen Ott and City Solicitor Marcia Moran were agreeable with the consequences. Crider said they had been very involved, and Judge Ott had been very supportive. She added that Tyrone was considering adopting the same language the City had used for its ordinance. The wording for the Fayette County ordinance adopted in September was different, but the intent was the same.

Imker asked what could happen legally regarding the difference in the verbiage of the ordinances. Meeker said the City did not have to worry about that, only about enforcing the ordinance in its jurisdiction. Imker said the intent had been to be unified. Crider said the intent was the same, and the same message was being sent. The words were just different.

Imker asked if Fayetteville was on board. Crider said Fayetteville was working on their ordinance.

Learnard moved to approve the Social Hosting Ordinance relative to underage alcohol consumption as presented. Ernst seconded. Motion carried unanimously.

10-15-09 Discuss Golf Cart Ordinance Amendments Relative to Registration & Outside City Limits Fees

Ernst announced that this agenda item was only for discussion, there would not be a vote.

City Clerk/Public Information Officer Betsy Tyler gave a brief overview of the paths and golf carts, noting the City had more than 90 miles of multi-use paths and 11,447 registered golf carts (10,399 City resident carts and 1,048 non-resident carts as of the meeting day). The City had budgeted $1.7 million for path maintenance in FY 2016. Due to resident concerns about reporting reckless driving and ability of the police to identify owners of stolen or abandoned carts, the City began registering golf carts in 1993. There was a one-time $10 fee assessed and a $5 transfer fee. The fee increased to a one-time $12 fee in 1995, and a non-resident fee of $60 per year was added.

Tyler continued that, in 2005, the Police Department reported 40% – 50% of the registrations were outdated, leading to the establishment of decal replacement every five years beginning in 2006. New decals were issued for 11,000 carts. The fee was $12 for five years, and the additional $60 annual fee for nonresident golf carts remained in place. In 2007, Tyrone began registering carts, and a reciprocal agreement between the municipalities was enacted. At the time, Tyrone had 35 carts registered. In 2011, another replacement cycle began. Tyler noted that, during this time, state law limited cart registration fees to $15 and annual registration was not allowed.

State law changed in 2014, and annual registration for golf carts, capped at $15 per year, was now allowed, Tyler said. The City's five-year re-registration cycle would begin again in 2016. Council had incorporated projected revenue changes ($15 annually) into the FY 2016 budget and had directed staff to update the Golf Cart Ordinance. Tyler said staff had also reviewed other associated fees as part of the process. She added that the window of opportunity was open, and it was a good time to make changes the program.

The proposed changes included increasing the existing $12 fee (one to five year period with no proration) to $15 per year for three years (prorated by year). In addition, the proposal was to increase the existing $60 annual fee (monthly proration the first year at $5 per month) for nonresidents to $100 per year (quarterly proration the first year at $25 per quarter).

Tyler explained how the increase in the nonresident fee was calculated, adding the fee should reflect the cost of providing a service. The FY 2016 budgeted included $1.7 million earmarked for paths, which was the equivalent of 0.903 mils. The average home price in the City for 2015 was $269,000, so the average City household contributed $97.16 annually for path maintenance.

Staff also proposed eliminating the reciprocal registration with Tyrone, which would require Tyrone residents wishing to drive their carts in the City to register and pay the nonresident fee. City residents who wanted to drive their carts in Tyrone would have to register with Tyrone. Fayette County was now registering carts, and eliminating the agreement with Tyrone would make the nonresident fee standard for all nonresidents.

Tyler continued that the City had more than 90 miles of multi-use paths, and she had not been able to get information on how many miles of paths were in Tyrone, the county, and Senoia. There were 1,048 nonresident carts, plus approximately 300 registered in Tyrone that were currently using City paths at no additional cost.

Ernst asked Hicks if the City had paved or paid for any of the cart paths in Tyrone. Ernst said that he had been told by several residents that an unnamed politician had stated the City had paved a portion of the paths in Tyrone. Hicks said the City had neither paid for nor paved any of the paths in Tyrone. Tyler clarified the only path outside the City that had been paved by Public Works was the path from Foreston Place to the Starr's Mill School Complex, and an intergovernmental agreement had been signed for that.

Richard Knitter, president of the community association for The Landings, a subdivision located just outside the City limits, said there were 60 carts in their neighborhood. Most of the owners were retired and had a single-minded purpose when using their golf carts – to go into Peachtree City and spend money. He asked Council to consider that when essentially doubling the fees for out-of-city residents.

Staff proposed increasing the registration transfer fee from $5 to $15 as it required the same amount of staff time as registration, Tyler said.

Re-registration would be a five- to six-month program, according to Tyler. City residents would register every three years at a cost of $45 beginning in 2016. The decal would be for 2017 – 2019. New carts registered during 2017 – 2019 would receive the same decal at a prorated rate ($30/$15). Nonresidents would register and pay the nonresident user fee each year for $115 total annually. Ownership transfers would be $15 at any time. Smaller colored decals would adhere to the cart adjacent the numbered decal and would indicate resident golf carts and nonresident carts, along with expiration dates. This would be the first time to have a visual identifier for nonresident carts whose owners had paid the annual fee.

Ernst asked when everything would begin. Tyler said that, if Council adopted the ordinance amendments in November, the implementation would begin January 1, 2016, so when nonresidents renewed it would apply for that year. The notices for re-registration were usually mailed out in April. The notices would not be sent all at one time, but would be spread out over a five-month period, which allowed better service from City staff.

Tyler said the proposal also standardized penalty fees at $20 for late registration/transfer fee. The fines set by the Municipal Court Judge would increase, also. Failure to register/renew violation for residents would increase from $95 to $130. Failure to register/renew for nonresidents would increase from $95 to $175. The fee for not affixing the decal to a cart would be $75. Failure to transfer a cart within 10 days of purchase would increase from $47 to $130, and failure to update registration within 60 days (change of address) would be $75.

The re-registration period was also a good time to interact with the cart owners, Tyler said, making it a good time for education. The golf cart and paths brochure would be updated; the value/availability of insurance would be discussed, as well as ordinance requirements regarding age restrictions, safety, and the requirement for an audible signal when approaching others from behind on the paths.

Police Chief Janet Moon said the three top complaints about the paths were speeding, operation of the cart by juveniles, and no audible signal given when passing pedestrians. The Department was working on a public education campaign in conjunction with the re-registration, including giving out bells to be used on the golf carts when people came in to re-register. Moon said they were going to have fun with that part, and were looking at calling it "Ring My Bell." Because of the issue with juveniles, they hoped to partner with the high schools and see if the Drama students wanted to get involved and help with a video. The goal was voluntary compliance. The bells would also be given out during checkpoints on the cart paths, and officers would have the bells and would install them for those that did not have them on their golf carts.

Mike Flynn, also a resident of The Landings, noted the back of their subdivision abutted the City limits. They had built their own path from their subdivision to Sumner Road to get access to the City. They had paid $60 annually for five years, which had been $300. A City resident had paid $12 for the five-year period. The proposed changes would cost a City resident $75 for five years, but an increase of $115 was $575, a 75% increase in the fees for nonresidents. He and his wife had spent a lot of money in the City over the years. With a 75% increase, he would probably sell his cart. There were approximately 60 carts in their subdivision, which translated to $34,500 at $115 each. They kept the City's business owners in business. King said they appreciated that, but each homeowner in the City paid $100 per year in property taxes for cart paths, which was the difference. Flynn said he had no issue about paying his share, but a 75% increase was not appreciated.

David Kozusko, Jefferson Woods (also just outside the City limits) said there had been $6,000 worth of damage done to the path in their subdivision, which was owned by the homeowners association (HOA) after the path was built from Foreston Place to get to the Starr's Mill school complex. He asked Council if the City would take over the maintenance of that path if they increased the out-of-City fees, asking if the students could get to the school complex if the HOA shut down their paths in the subdivision. He continued that City trucks drove on the path in their subdivision to get the City-owned paths around their subdivision. The damage had included a broken culvert. The damages within the last 10 months had included broken sprinklers, lights, electrical, and damaged flower beds. Kozusko clarified that not all the damage had been done by students from the City. He had four children of his own, but the carts that came from The Preserve, Estates, and other areas of the City used their paths. He asked Council if he had a valid point.

Harvey George said he was concerned about increasing the rates for the adjacent jurisdictions with golf cart paths. It was bad environmental policy. He assumed City residents were also going to Tyrone, so it should balance out. There was no real gain, unless there were toll booths at the border.

Linda Flowers said she appreciated the concerns about the percentage of the increase, but pointed out that residents were paying for the cart paths with tax money and were also paying a golf cart registration fee.

David Shoaf said he and some friends from Starr's Mill High School had helped with commercials that were used at the school. He asked Chief Moon to contact Davis Murphy, the director, saying they would be willing to help.

Pamela Kemp asked how many miles of paths were in Tyrone. Rorie said staff had heard there approximately seven miles. Kemp said City residents had exclusively paid for the paths in the City, which was reflected in the higher home prices and taxes. It was similar to having one giant amenity that tax dollars paid for.

Martine Yancey said the presentation had been very informational. It was good to hear staff was working together well. She asked if people had to have a driver's license to register a cart. Tyler said a person had to be 18 or older to register a cart, and staff asked for proof of age. Yancey asked if an identification card could be used rather than a driver's license. Tyler said yes.

Moon said registration was one thing, but other people might be driving the cart instead of the owner. If a person did not look old enough to drive a cart, officers would stop and check and would cite them. Tyler said cart owners signed an oath stating they had provided accurate information, and falsification of that information was a separate and citable offense.

Yancey said she had four teenagers, and she paid $55 annually for golf cart insurance. She highly recommended cart owners have insurance. Learnard said she paid $14 for liability only. Yancey pointed out that Timberlake required a fee to use paths in their neighborhood, which was why people went over to Jefferson Woods. Yancey asked if path maintenance had always been included in the budget. Rorie said path maintenance had always been in the budget, but the City had never identified a rough estimate of the total amount spent on paths maintenance. Fiscal Year 2016 was the first year he was aware of an amount being identified, Rorie said. Yancey said she supported the increase in fees, saying it would help the City with cart path maintenance.

Lynn Lasher said the current cost for registration was $2.40 per year for five years and $97 per household for maintenance. Not every household had a golf cart, but they still paid taxes. It would be difficult to draw a line for nonresidents based on proximity. Residents paid a lot in taxes. Lasher said she had been told by someone in Tyrone to buy a house there because she would be able to use the City paths for free. She thanked Council for getting rid of reciprocity with Tyrone.

David Kozusko pointed out that City residents had to purchase Fayette County decals in order to use the County paths, according to a conversation with Commissioner Charles Oddo.

Imker asked if the deadline to register carts would be June 1, 2016. Tyler said the plan was to start promoting re-registration in late April. The majority of carts should be registered by September. The last day to register would be December 31.

Imker clarified that a fee of $15 was needed to transfer golf cart registration, which required the same amount of time as registering a new cart. He noted that two of the three-year registrations would be used to generate revenue. He did not believe registration fees should generate revenue, and if the City needed to increase the maintenance and create new paths, registration fees was an underhanded way to do so. Millions of dollars were needed, and that shuld be done via a millage increase, not a registration fee.

King said he had received an e-mail that week making some good points, saying there were issues with the paths that needed to be addressed. Plans and goals for the path system were needed, so it was understood how much it would cost to get there. He wanted time to think about what had been presented at this meeting.

Learnard said she saw the City as welcoming, not punitive, for nonresidents. It was a bubble, not a biosphere. She had an e-mail from a Tyrone parent who was concerned about getting kids to Crabapple Elementary. The proposed $115 annual fee for nonresidents was too high; $60 was high enough and was reasonable. She would not support any more than that. Imker said he did not see the proposed increase as unreasonable for anyone who drove on the cart paths.

Ernst said they needed to find out about registration and decal requirements in Fayette County. Imker said the County and Tyrone needed to tell the City how much it cost to cart on their paths, adding most residents did not leave Peachtree City on their carts. King pointed out a substantial number of carts owned by City residents traveled to the south school complex.

No action was required. This agenda item would be discussed and possibly voted on at the November 19 meeting.

Council/Staff Topics

Rorie said two things had come to light while preparing this agenda. The first was the timing for public hearings before both the Planning Commission and City Council. Two public hearings had been pulled from the agenda that night, and one of them had been heard at the Planning Commission on October 12, just three days prior. It was not fair to staff, the public, or Council to have to get information together that quickly. Warrix had discussed going back to two meetings per month with the Planning Commission, which would give staff time to clean up some issues and provide a window for meeting preparation between meetings. Rorie continued that the golf cart registration agenda item had been listed only as a discussion item. When considering ordinance amendments, time was needed to address the issues in total, so unintended consequences and public input could be considered. There could be an update on golf carts on November 5, with a vote possible on November 19.

Rorie said there were many housekeeping issues in the ordinances that needed to be taken care of, as well as other ordinances that would be brought to Council in plenty of time for review and comment.

Staff was working with the City's traffic consultant on the proposed improvements at SR 54/MacDuff Parkway and SR 54/Planterra Way. A meeting was scheduled with the Georgia Department of Transportation (GDOT) on November 5 for a review and feedback on the plans.

The dredging of Lake Peachtree was projected to be completed by the end of the month, Rorie said. Staff was coordinating with Estate Management Services to begin cutting the vegetation growth.

Executive Session

Learnard moved to convene in executive session at 9:25 p.m. to discuss pending or threatened litigation and personnel. Ernst seconded. Motion carried unanimously.

Imker moved to reconvene in regular session at 9:49 p.m. Ernst seconded. Motion carried unanimously.

There being no further business, Learnard moved to adjourn. Ernst seconded. Motion carried unanimously. The meeting adjourned at 9:50 p.m.

Pamela Dufresne, City Clerk

Mike King, Mayor Pro-tem

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council**

VIA: **Interim City Manager**

FROM: **Deputy City Clerk**

DATE: **October 20, 2015**

SUBJECT: **Alcohol License – NEW – Partners II Pizza @ Braelinn**
November 5, 2015, Council Meeting

Recommendation:
Staff recommends Council consider the attached application for a new alcohol license.

Discussion:
Partners II Pizza @ Braelinn, 270 S. Peachtree Parkway (Braelinn Village), has submitted a request for a new alcohol license. Mr. James Royal has requested he be appointed as the Licensee and License Representative. As you know, Mr. Royal has been an alcohol license holder in the City for many years with his businesses Partners II Pizza and Y Knot Sports Bar in Aberdeen Village.

Budgetary Impact:
The budgetary impact of the alcoholic beverage license will be positive. The applicant will be required to pay the annual fee for the sale of beer and wine, which is $1,350. If they choose to serve on Sunday, they will pay an additional $500 annually.

Attachments

PEACHTREE CITY
PLAN TO STAY™

CITY HALL
151 WILLOWBEND ROAD
PEACHTREE CITY, GA 30269
PHONE: 770-487-7657
FAX: 770-631-2505
WWW.PEACHTREE-CITY.ORG

Application For Alcoholic Beverage License

Business Name: PARTNERS II PIZZA@BRAELINN	Business Location: 270 S. PEACHTREE PARKWAY	
Nature of Business: RESTURANT	Mailing Address: 215 NORTHLAKE DR PEACHTREE CITY, GA 30269	Business Phone Number:
Name of Licensee: JAMES ROYAL	Home Address: 107 CAMP CREEK TRAIL	Home Phone Number: 770-487-9522
Name of License Representative: JAMES ROYAL	Home Address: 107 CAMP CREEK TRAIL	Home Phone Number: 770 487 9522

Please indicate type of licenses applying for:

Retail Consumption Dealer		Retail Package Dealer		Wholesale Dealer	
X	Malt Beverage		Malt Beverage		Malt Beverage
X	Wine		Wine		Wine
	Distilled Spirits		Distilled Spirits		Distilled Spirits

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

NAME Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.	ADDRESS Please provide Home Addresses for the individuals listed:	PHONE NUMBERS Please provide Home **and** Business Phone Numbers for individuals listed:
JAMES ROYAL	107 CAMP CREEK TRAIL PTC	770 487 9522
MARILYN ROYAL	107 CAMP CREEK TRAIL PTC	770 487 9522

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

If YES, Please Provide Name of Employee: ____________________

PEACHTREE CITY
PLAN TO STAY™

CITY HALL
151 WILLOWBEND ROAD
PEACHTREE CITY, GA 30269
PHONE: 770-487-7657
FAX: 770-631-2505
WWW.PEACHTREE-CITY.ORG

State of Georgia

City of Peachtree City

I, Janet Moon, Chief of Police for the City of Peachtree City, do hereby certify that:

James Royal
107 Camp Creek Tr
Peachtree City, GA 30269

has been investigated and found not to have been convicted of, nor to have entered a plea of nolo contendre, to any felony or misdemeanor relating to the sale or use of alcoholic beverages or illegal narcotics or drugs within five (5) years prior to the date of the application for this license.

Janet L. Moon
Chief of Police

10/12/15
Date

Michelle Ward
Witness

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

FROM: City Manager

DATE: October 30, 2015

SUBJECT: Consider Adoption of Right-of-Way Occupancy Ordinance
November 5, 2015, City Council Meeting

Staff requests that this item be officially continued to the November 19, 2015, City Council Meeting to allow for the finalization of the proposed wording.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

To: Mayor and City Council

Via: Jonathon Rorie, Interim City Manager
Paul Salvatore, Director of Finance P.S.
Kelly Bush, Assistant Director of Finance KB
Joe O'Conor, Fire Chief

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

Date October 19, 2015

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

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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 2016, 2017 and 2018.

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 will 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. Vendors 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 process.

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	Helmet Shield	Turnout Coat	Turnout Pant	Anticipated Sets	Anticipated Total
Year 2016	$348.00	$260.00	$35.00	$1,077.00	$993.00	16	$43,408.00
Year 2017	$358.44	$267.80	$36.05	$1,109.31	$1,022.79	16	$44,710.24
Year 2018	$369.19	$275.83	$37.13	$1,142.59	$1,053.47	16	$46,051.55

Budget Impact:

The proposed purchase of firefighting gear to meet the needs and specifications of the Department is within the current FY2016 operating budget (100-3510-531725). Future price changes for anticipated FY2017 and FY2018 purchases will be limited to an increase of 3% per year as reflected in the chart above.

E Quotation
Bennett Fire Products Co., Inc.

BENNETT
Fire Products Co., Inc.

www.BennettFireProducts.com

October 16, 2015

Battalion Chief Ron Mundy
Peachtree City Fire-Rescue Department
105 N. Peachtree Parkway
Peachtree City, GA 30269

Globe Price Lists dated 2/2/15 and MSA Price List dated January 1, 2015 are in effect at time of quotation.

Globe Manufacturing Gxcel jacket, IH Ready trousers and suspenders per attached preliminary specifications dated July 30, 2015, ***revised 8/30/15***

2015 List Price - $4,140.05
Peachtree City Price at 50% off list price - $2,070.00 per set
Jacket - $1,077.00/Trousers - $993.00

Globe 14" ***Supreme*** Leather Boots
2015 List Price - $535.00 per pair
Peachtree City Price - $348.00 per pair

Globe 14" ***Shadow*** Leather Boots
2015 List Price - $515.00 per pair
Peachtree City Price - $330.00 per pair

CairnsMSA 1044 Helmet with Defender Tuffshield Visor, Carved Brass Eagle, Black Nomex Earlaps, Leather Liner and Crown Pad, Nomex Chinstrap with quick release buckle and postman's slide, reflexite trim
2015 List Price - $389.42
Peachtree City Price - $260.00 each

Cairns 6" leather identification front
2015 List Price - $53.70
Peachtree City Price - $35.00 each

For budget purposes, price increases limited to a maximum of 3% each year effective February 1 of each year until the end of 2018.

Rush requests from the Factory are not allowed with this discount. Globe now has a QUICK SHIP PROGRAM where delivery is guaranteed within three weeks. Discount extended to Peachtree City is 42% off the current list price for this program.

The prices above include shipping charges, and the summary of services dated June 29, 2015.

Delivery: 45-50 days after receipt of order
Terms: net 30 days
FOB Peachtree City, GA

Thanks for giving us the opportunity to serve you!

Danny Bennett
Bennett Fire Products Co., Inc.
195 Stockwood Drive, Suite 170
Woodstock, GA 31088
800/991-0520
Fax 770/591-4332
Cell 770/402-9910

www.bennettfireproducts.com

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and City Council**

VIA: **Jonathan Rorie, Interim City Manager** JR
Paul Salvatore, Finance Director PS
Angela Egan, Purchasing Agent AE
Scott Hicks, Public Services Superintendent SH

FROM: **Josh Doughty, Fleet Manager** JD

DATE: **Oct 29, 2015**

SUBJECT: **Sole Source Name Brand Purchase of Bobcat T650**
November 5, 2015 Council Agenda

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 $49,968.38.

Discussion:

The City has budgeted for the replacement of the Public works Bobcat in the 2016 PIP. As such 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 $60,000.00 for the replacement of this Bobcat in the 2016 PIP.

Bobcat. of Atlanta
6972 Best Friend Road
Atlanta, Georgia 30340
(770) 242-6500 Fax (770) 242-0622

October 8, 2015

Memorandum for Record

Municipal Discount

To: Whom it may concern.

1. Bobcat Of Atlanta is the provider of Bobcat equipment and is the only authorized dealer for Municipalities in the Peachtree City area.
2. POC for this action is the undersigned at 770-881-6870.

Thanks,

Rodney Rocker

Territory Manager

Bobcat of Atlanta

Bobcat

Product Quotation

Quotation Number: 9491D010345
Date: 2015-10-08 10:16:22

Ship to	Bobcat Dealer	Bill To
Peachtree City Attn: Josh Doughty 209 Mcintosh Trail Peachtree City, GA 30269 Phone: (770) 487-5183	Bobcat of Atlanta, Marietta, GA 2006 DELK INDUSTRIAL BLVD. MARIETTA GA 30067 Phone: 770-850-1443 Fax: 770-850-1602 ---------------------------- Contact: Rodney Rocker Phone: 770-850-1443 Fax: 678-229-0351 Cellular: 770-881-6870 E Mail: rodneyrocker@bobcatofatlanta.com	Peachtree City Attn: Josh Doughty 209 Mcintosh Trail Peachtree City, GA 30269 Phone: (770) 487-5183

Description	Part No	Qty	Price Ea.	Total
T650 T4 Bobcat Compact Track Loader	M0271	1	$40,878.80	$40,878.80

74 HP Tier 4 Turbo Diesel Engine
Auxiliary Hydraulics: Variable Flow
Backup Alarm
Bob-Tach
Bobcat Interlock Control System (BICS)
Controls: Bobcat Standard
Cylinder Cushioning - Lift, Tilt
Engine/Hydraulic Systems Shutdown
Glow Plugs (Automatically Activated)
Horn
Instrumentation: Engine Temp and Fuel Gauges, Hourmeter, RPM and Warning Lights
Lift Arm Support
Lift Path: Vertical
Lights, Front & Rear
Operator Cab
Includes: Adjustable Suspension Seat, Top & Rear Windows, Seat Bar, Seat Belt
Roll Over Protective Structure (ROPS) meets SAE-J1040 & ISO 3471
Falling Object Protective Structure (FOPS) meets SAE-J1043 & ISO 3449, Level I; (Level II is available through Bobcat Parts)
Parking Brake: Spring Applied, Pressure Released (SAPR)
Solid Mounted Carriage with 4 Rollers
Spark Arrestor Exhaust System
Tracks: Rubber, 12.6" wide
Warranty: 12 Months, Unlimited Hours

Description	Part No	Qty	Price Ea.	Total
A91 Option Package	M0271-P01-A91	1	$6,893.16	$6,893.16

Cab enclosure with Heat and AC
High Flow Hydraulics
Sound Reduction
Hydraulic Bucket Positioning
Power Bob-Tach
Two Speed Travel
Deluxe Instrument Panel
Keyless Start
Engine Block Heater
Attachment Control Kit
Cab Accessories Package
3-Point Seat Belt

Description	Part No	Qty	Price Ea.	Total
17.7" Rubber Track	M0271-R09-C02	1	$1,015.92	$1,015.92
80" C/I Heavy Duty Bucket	6726344	1	$1,180.50	$1,180.50

Total of Items Quoted **$49,968.38**
Quote Total - US dollars **$49,968.38**

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes. Customer must exercise his purchase option within 30 days from quote date.

Customer Acceptance: Purchase Order: ____________________

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council Members**

VIA: **Jonathan Rorie, Interim City Manager**
Paul Salvatore, Financial Services Director PS
Kelly Bush, Assistant Financial Services Director
Angela Egan, Purchasing Agent

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

DATE: **October 21st, 2015**

SUBJECT: **Tahoe Purchase**
Consent Agenda* – November ~~19th~~ 5th, *2015 City Council Meeting

Recommendation:

Staff recommends the purchase of a 2016 Chevrolet Tahoe from Auto Nation Chevrolet for the purchase price of $34,780.00, be approved for Fiscal Year 2016.

Discussion:

Bid packages were mailed to a number of Chevrolet distributors. Bids were received from two (2) recipients:

Dealer	extended price
Auto Nation Chevrolet	$34,780.00
Ginn Motor Company	$35,511.80

The addition of one (1) unmarked vehicle, budgeted at $35,000.00, was approved for Fiscal Year 2016 for the addition of a new Detective position.

Budget Impact:

No budget impact – purchase was budgeted.

STAFF REPORT

TO: Mayor and City Council

VIA: Interim City Manager
Planning and Development Director

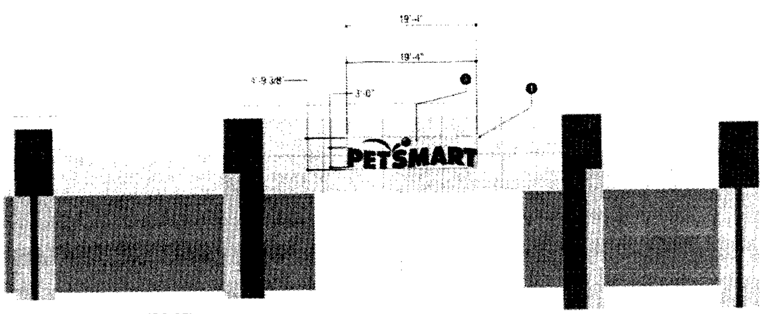
FROM: Senior Planner

DATE: October 29, 2015

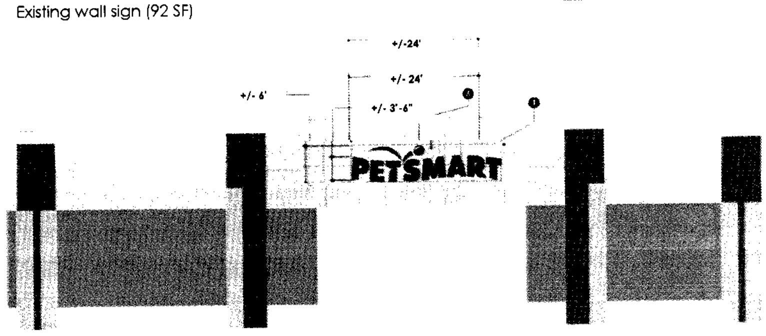
REQUEST: **Consider Amendments to the Georgia 54 West Design Guidelines as they Pertain to Tenant Wall Signage (POA15-0001)**
November 5, 2015 City Council agenda

Recommendation:
That Council adopt the amendments to the Georgia 54 West Design Guidelines as proposed.

Background:
This item was discussed at the October 15 City Council meeting, at which time Staff was asked to identify tenants within the corridor that may be able to increase the size of their wall sign should the amendments be adopted as proposed.



Existing wall sign (92 SF)



Potential wall sign (+/- 142 SF)

We found there is one tenant within the corridor (PetSmart) that could potentially increase the size of their existing sign, which is 92 SF in area with 36" tall letters.

Under the criteria as proposed, PetSmart would be considered an anchor tenant and would be allowed a sign up to 150 SF in area with letters no taller than 48". Our calculations show the individual letters could be increased to 42-43" in height which would incrementally increase the size of the sign to 142 SF.

Based on our analysis of the existing signs within the corridor and from the feedback we received at the previous City Council meeting, Staff is modifying our initial recommendation as follows, which is ***more restrictive*** than what was initially proposed:

- ***Anchor tenants*** shall be those tenant spaces with more than 100 LF of building frontage. The wall sign for anchor tenants shall be limited to no more than 1 ½ SF per LF of building frontage, with a maximum size not to exceed 150 SF. The maximum letter height shall not exceed 48" *(initially proposed 60")*.

- ***Primary tenants*** shall be those tenants with at least 50 and no more than 99 LF of building frontage. The wall sign for primary tenants shall be limited to no more than 1 ½ SF per LF of building frontage, with a maximum size not to exceed 100 SF. The maximum letter height shall not exceed 36" *(initially proposed 48")*.

- ***In-line tenants*** shall be those tenants that are not anchor or primary tenants. The wall sign for in-line tenants shall be limited to no more than 1 ½ SF per LF of building frontage, with a maximum size not to exceed 50 SF. The maximum letter height shall not exceed 24" *(initial recommendation did not include maximum letter height)*.

It is our opinion the amendments as proposed would have minimal impact on the existing signs within the corridor:

- Three of the existing anchor tenants (Wal-Mart, BestBuy and PetSmart) could potentially increase their letter height and the overall size of the sign, but the signs could be no larger than 150 SF.
  - The sign for Wal-Mart is currently 121 SF and the letters are 42" in height.
  - The sign for BestBuy is currently 138 SF and the letters are 40" in height.
  - The sign for PetSmart is currently 92 SF and the letters are 36" in height.

- Two of the existing primary tenants (Dollar Tree and PPG Paints) could potentially increase their letter height and the overall size of the sign, but the signs could be no larger than 100 SF.
  - The sign for Dollar Tree is currently 90 SF and the letters are 30" in height.
  - The sign for PPG Paints is currently 46 SF and the letters are 21" in height. However, the size of this sign is limited by the height of the sign band above the tenant space.

These amendments are in addition to those discussed at the last City Council meeting pertaining to the number of tenant panels permitted on the village identification signs. It is our understanding Council did not have an issue allowing up to six (6) tenant panels on each village identification sign.

The Design Guidelines (attached) have been revised to reflect these amendments.

Signage

General

In addition to the requirements of these guidelines, all tenant signage must comply with the Peachtree City Sign Ordinance. Each tenant is responsible for obtaining a Sign Permit prior to installing any signage and for obtaining appropriate electrical permits prior to installing any lighting to illuminate signs.

Village identification signage

Village identification signage shall be located at the major property entries and shall be constructed of materials listed within these guidelines. There shall be no more than twelve (12) tenant identification panels located on each monument sign (six on each side). The distribution of those six (6) panels will be at the sole discretion of the developer or property owner.

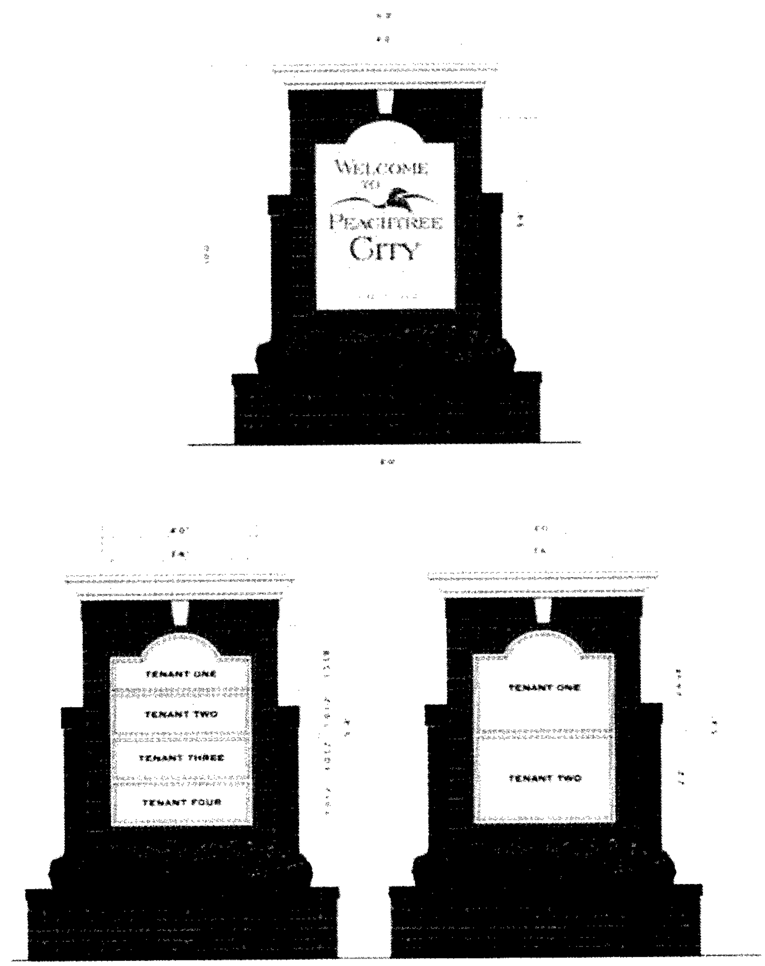


Figure 13 – *Typical village monument signage*

Signage (cont'd)

Monument signage

Monument signs shall be used to identify the major tenant(s) within a particular building. A maximum of two brick colors shall be used on each monument sign and these colors must be the same colors used on the building. Individual tenant signage shall be individual or scripted letters in user's trademark format and color, face-mounted to back. Illumination of each monument sign shall conform to the requirements specified within these Design Guidelines.

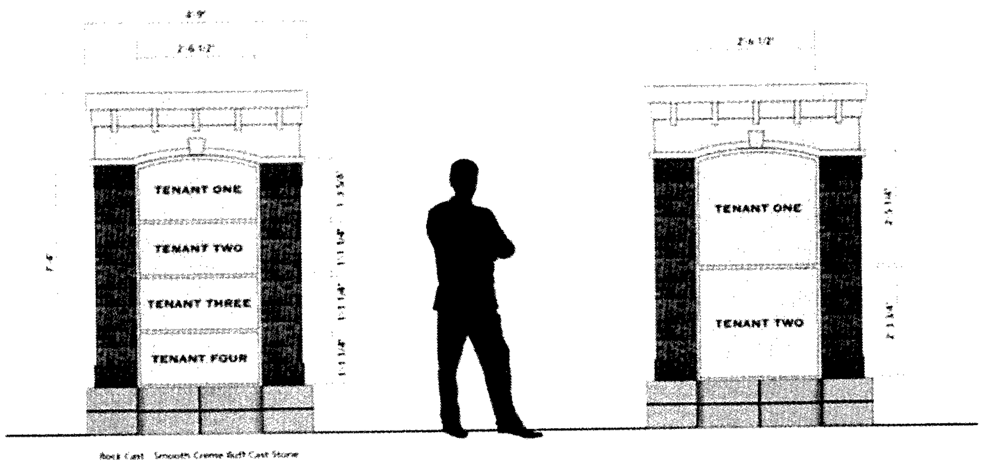


Figure 14 *– Typical monument sign*

Tenant wall signage program

Tenant wall signage refers to any sign or graphic parallel to the face of the building. The sign or graphic shall project no more than ten (10) inches in depth from the wall surface to the face of the sign or graphic. Tenant wall signage shall be limited to the sign band provided for each tenant space and shall not extend above or beyond the allotted area. Building frontage shall be defined as the area measured from the centerline of each divisive wall and containing a single tenant.

Individual tenant wall signs shall be comprised of internally illuminated reverse channel letters, either mounted individually on the face of the building or on an enclosed sign cabinet containing all electrical components and wiring. Each sign shall be installed so as to minimize damage to the building façade, and all holes through the building shall be properly waterproofed.

The **area of a tenant wall sign** shall be determined by the smallest rectangle required to enclose the letters or graphic. The overall length of a tenant wall sign shall not exceed seventy-five (75) percent of the overall length of the building frontage for a particular tenant space. All tenant wall signage must occur within the façade of the building, preferably within a designated sign band, and shall not extend above the eave line or parapet line.

Signage (cont'd)

Submittal requirements

All signage shall comply with both the letter and intent of these guidelines and the Peachtree City Sign Ordinance. No signage shall be installed until written approval is obtained from both the property owner and the City. Individual tenants are responsible for obtaining all required permits prior to installing any signage.

Permitted signage guidelines

Tenant wall signs shall be established based on the classification of the tenant space as defined below:

- ***Anchor tenants*** shall be those tenant spaces with more than 100 LF of building frontage. The wall sign for anchor tenants shall be limited to no more than 1 ½ SF per LF of building frontage, with a maximum size not to exceed 150 SF. The maximum letter height shall not exceed 48".
- ***Primary tenants*** shall be those tenants with at least 50 and no more than 99 LF of building frontage. The wall sign for primary tenants shall be limited to no more than 1 ½ SF per LF of building frontage, with a maximum size not to exceed 100 SF. The maximum letter height shall not exceed 36".
- ***In-line tenants*** shall be those tenants that are not anchor or primary tenants. The wall sign for in-line tenants shall be limited to no more than 1 ½ SF per LF of building frontage, with a maximum size not to exceed 50 SF. The maximum letter height shall not exceed 24".

Construction and material specifications

Anchor and primary tenant wall signage shall utilize backlighted individual reverse channel letters mounted directly to the face of the building or individual reverse channel letters mounted directly to an enclosed sign cabinet. Letter faces shall be fabricated from .125-thickness aluminum with 4" returns fabricated from.063-thickness aluminum. Each letter shall have a clear Lexan back, which is attached to letters with counter-sunk aluminum or stainless steel screws. Screw heads shall be painted to match the individual letters, which shall be mounted no more than 1½" from the face of the exterior wall or cabinet.

In-line tenant wall signage shall be limited to individual reverse channel letters mounted directly to the face of the building or to an enclosed sign cabinet. Sign cabinets shall measure 36" in height x 144" in length, and shall include 6" radius corners. The depth of each cabinet shall be 4", and all cabinets shall be mounted flush with the exterior wall of the building.

Signage
(cont'd)

Each **sign cabinet** shall be painted and/ or finished to be the same or equal to Almond (330) as manufactured by Stuc-O-Flex International. The color used for the return of each sign cabinet shall match the face of the cabinet. All electrical components shall be fully enclosed within the sign cabinet, which shall contain a hinged face which is screwed to the frame with counter-sunk aluminum or stainless steel screws. The frame shall be constructed of welded aluminum, and all aluminum components shall be a minimum of .125 in thickness. The use of visible rivets or screws on sign panel exteriors is prohibited. All exterior welds shall be ground smooth and all electrical wiring and components shall be concealed. Sign cabinets shall be attached directly to the building with non-corrosive fasteners, such as galvanized or stainless threaded steel rods. Fasteners must secure the sign to the framework of the building.

Individual reverse channel letters shall be mounted to the exterior wall or sign cabinet with stainless steel or aluminum threaded rods with a 1½" length x 0.5" diameter aluminum or plastic spacer around the threaded rod. The spacer shall fit between the clear letter back and the exterior wall or sign cabinet.

Finishing and painting of all exterior aluminum parts of individual reverse channel letters and/ or sign cabinets shall consist of filling and fine sanding all exterior seams and then priming all surfaces with an acid etching primer. Individual reverse channel letters and/ or each sign cabinet shall be finished with two to three coats of an acrylic polyurethane paint. The color of each return shall match the color of the individual letter and/ or sign cabinet.

Tenants may use corporate colors for individual reverse channel letters and logos. However, no sign shall utilize more than three colors, not including the color of the sign cabinet. Logos will be permitted as long as they do not exceed 25% of the total sign area.

Electrical power shall be supplied by a 20 amp, 120-volt primary circuit installed on the sign mounting façade. Individual letters shall be illuminated with 30-ma neon, and neon tubing shall be limited to white, yellow, red and green.

All electrical connections shall be enclosed in conduit rated for that application. Electrobit or similar minimum half-inch diameter conduit shall be used between the building and the letters. If high voltage transformers are used, the high voltage (GTO) wiring must be enclosed with high voltage sleeving. All transformers shall meet U.L. 2161 code, stating that all transformers of 7,500 volts and higher are to have a secondary ground fault interruption (SFGI) safety device. If light emitting diode (L.E.D.) lighting is used, the sleeving is not required. All electrical connections shall be made by a licensed electrician at the tenant's expense, and a separate Electrical Permit shall be obtained from the City prior to commencement of any electrical work.

Signage
(cont'd)

Gooseneck lighting fixtures may be used to illuminate tenant wall signage, and shall be included on the Sign Permit Application if desired. All specialty lighting must be approved prior to installation. All gooseneck light fixtures shall be substantially the same or equal to Sign Star™ Style "E" (SN-0-BLP-36"-E) as manufactured by B-K Lighting. Wattage of A-type lamps shall be limited to 150 watts.

Blade signage

Blade signage refers to any sign or graphic mounted to the façade of a building, projecting perpendicular to the façade. Blade signage shall be constructed of either metal or acrylic plaques, mounted on a bracket or banner arms, or fabric awning material mounted on banner arms. Blade signage shall be limited to four (4) square feet in area and must occur within the façade of a building and shall not extend above the roof or parapet line.

Window signage

Window signage refers to any sign or graphic applied directly to a storefront window. Window signage shall be limited to ten (10) square feet in area. Area is determined by the smallest rectangle required to enclose the letters or graphic. Window signage shall be decal-type or direct-adhesion graphics. No panels, boxes, etc. mounted against the face of the window shall be allowed. There shall be no background for window signage which obstructs view through the glass. Opaque signage shall be limited to the letter and/ or graphics (I.e., logo) only.

Directional and regulatory signage

Directional and regulatory signage shall be mounted on 3" diameter schedule 40 steel posts. Each post shall be black vinyl coated with a decorative cap, and the post shall extend no more than 4" above the top of the sign. The backs of all signs shall be painted with two coats of gloss black paint. All directional and regulatory signs shall be mounted so there is no more than 5' in height from finish grade to the **bottom** of the sign panel. The size of directional and regulatory signage within the project site shall not exceed 24" x 24".

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council Members**

VIA: **Interim City Manager**

FROM: **Planning and Development Director**

DATE: **October 29, 2015**

SUBJECT: **Public Hearing – Consider Renewal of Multi-family Rezoning Moratorium**
November 5, 2015 City Council agenda

Recommendation
That Council re-affirm the Multi-family rezoning moratorium.

Discussion
In 1999, Council adopted an ordinance directing staff *"to accept no applications seeking to zone or rezone property to any designation that would allow the development of the property as multi-family."* Property owners requesting this type of zoning must first request that Council lift the moratorium as it applies to their property, before submitting the rezoning request to staff. The moratorium expires each year, at which time Council must consider the moratorium to determine if it should be reaffirmed for an additional year.

A copy of the referenced ordinance, which expires in November 2015, is attached for your review.

Budget Impact

The only budgetary impact associated with reaffirming the moratorium is the possible loss of impact fee revenue associated with the multi-family development in Peachtree City.

Attachment

ARTICLE XIV. - MULTI-FAMILY—REZONING MORATORIIUM

Sec. 1401. - Purpose.

In order to protect the health, safety, and welfare of its citizens, the city has determined that a moratorium on the zoning or rezoning of property for development of multifamily housing needs to be adopted and enforced for all property in the City of Peachtree City not currently zoned for use as multifamily.

This moratorium is intended to promote: the orderly development of property in the city; maintain the high quality of police services now provided; maintain the high quality of emergency and fire services now provided; maintain the quality of education now provided; maintain the high quality of life now existing; help reduce traffic congestion; and ameliorate air quality standards.

Sec. 1402. - Findings.

The mayor and council have made the following findings of fact in consideration of this moratorium:

(a) The development of additional multifamily housing would create a significant burden on the police department and emergency and fire departments for the city;
(b) The development of additional multi-family housing would overburden area schools
(c) The development of additional multi-family housing would exhaust available resources, thus reducing the quality of life now existing; and
(d) The development of additional multi-family housing would increase traffic congestion, which also reduces air quality.

Sec. 1403. - Moratorium.

The Mayor and Council of the City of Peachtree City hereby directs its staff to accept no applications seeking to zone or rezone property to any designation that would allow the development of the property as multi-family.

(a) Multi-family shall include apartments, townhouses, duplexes, condominiums and assisted living facilities.
(b) This moratorium shall be in effect for a period of one year and shall automatically expire if not reviewed by the mayor and council and if deemed necessary, renewed.
(c) This moratorium shall not apply to property already zoned for use as multifamily.

Sec. 1404. - Appeals.

Any party with an ownership interest in property in the city that believes said property owner is severely prejudiced by this moratorium may file an application with the city planner requesting that the mayor and council remove the moratorium as it applies to the property.

(a) The application shall be accepted by the city planner and placed on the council agenda after being properly advertised, and then, considered by the mayor and council.

(b) City staff shall only provide council with current land use and zoning information regarding the subject property and its surrounding properties and shall not make a recommendation to council on the application to lift the moratorium.

(c) In the event council lifts the moratorium, the property owner may then submit the request for rezoning following established procedures.

(d) In the event council declines to lift the moratorium, the property owner shall have the same rights and follow the same procedures as those connected with the denial of a rezoning request.

STAFF REPORT

TO: **Mayor and City Council**

VIA: **Jon Rorie, Interim City Manager**

FROM: **Michael Warrix, Planning and Development Director**

DATE: **October 29, 2015**

REQUEST: **Consider Conditional Use Permit request for a new Telecommunications Tower on the Peachtree City Church of Christ Tract located at 201 South Peachtree Parkway (PTT15-0003)**
November 5, 2015 City Council meeting

Background:
TowerCom V, LLC ("Applicant") desires to construct, operate and maintain a 150-foot tall wireless telecommunications facility on a portion of the Peachtree City Church of Christ tract located at 201 South Peachtree Parkway. The subject tract is zoned OS-P Open Space - Public, which permits telecommunication facilities and support structures as conditional uses.

Staff has completed our review of the documentation submitted by the Applicant and has determined the request complies with the requirements identified within Section 18-381(c) of the Wireless Telecommunications Facilities (WTF) ordinance. The submittal package, specifically the Evidence of Need report, was also reviewed by the city's telecommunications consultant who found *"the tower is necessary for existing coverage area deficiencies in the service area."*

The proposed mono-pine tower would be 150 feet in height as measured from ground level at the base of the structure. Lightning rods would extend another 4 feet from the top of the structure, increasing the tower to 154 feet in height. The WTF ordinance stipulates the maximum height of any new structure *"shall not exceed a height of 180 feet as measured from ground level to the highest point on the support structure, even if the highest point is an antenna."*

The construction plans identify proposed and potential arrays of carrier antennas at the top of the support structure. The compound at the base of the support structure would be approximately 2,500 square feet in area and has been sized to accommodate additional equipment as other carriers collocate on the support structure in the future. The compound would be enclosed with a 7-foot tall stockade fence and decorative brick columns.

At its meeting on October 12, 2015, the Planning Commission voted unanimously to forward the Conditional Use Permit request to City Council with a recommendation that it be approved (Attachment "A").

The Conditional Use Permit application and the results of the balloon test are included as Attachment "B".

Recommendation:
The information submitted by the Applicant complies with the requirements identified within the WTF Ordinance.

Staff recommends that the Conditional Use Permit for a new wireless telecommunications tower to be located on the Peachtree City Church of Christ tract located at 201 South Peachtree Parkway be approved subject to the following understandings and conditions:

1. *In addition to the privacy fence and associated brick columns enclosing the tower compound at the base of the support structure, the perimeter of the tower compound shall be landscaped with evergreen plant material (min. 48" in height) planted in staggered rows at no less than 5' on center.*
2. *Bonding requirements as identified in Section 18-383 of the WTF ordinance shall be submitted to the city prior to issuance of a Certificate of Occupancy for the structure.*

Attachments

UNAPPROVED EXCERPT OF MINUTES
PLANNING COMMISSION MEETING
October 12, 2015

PUBLIC HEARING

PH-15-10 **Consider Request for Conditional Use Permit for a new telecommunications tower on the Peachtree City Church of Christ tract (201 S Peachtree PKWY).**

Mr. Rast briefly introduced this proposal for a 150' tall mono-pine wireless telecommunications tower on a portion of the Peachtree City Church of Christ tract located at 201 South Peachtree Parkway. Several years ago, the telecommunications ordinance had been rewritten with some very specific information. This was the first application that had been received since then. The application was complete and was consistent with all of the requirements of the new ordinance. The subject tract was zoned OS-P Open Space - Public, which permitted telecommunication facilities and support structures as a conditional use.

Ms. Ellen Smith, an attorney with Holt Ney Zatcoff & Wasserman, was in attendance to represent the applicant, TowerCom. Mr. Chip Bulloch with TowerCom as well as several members of the Peachtree City Church of Christ were also in attendance. Ms. Smith noted the following:

- The application was for a 150' mono-pine which was a stealth or alternatively designed cell phone tower. The overall height including the branches that shielded the antennae was 154'.
- Although it had been designed as much as possible to look like a tree, people would know it was not a real tree. However, it was an attempt to mitigate the visual impact of this facility.
- The site of approximately three acres was owned by Peachtree City Church of Christ and fronted on South Peachtree Parkway. It was almost totally surrounded by property owned by Peachtree City and zoned OS-P.
- They had leased approximately 2500 SF of property in the northeastern portion of the church's property adjacent to the existing parking lot and off the right-of-way.
- There would also be ground-mounted communications equipment that would be shielded by a 7' tall wooden fence with decorative brick columns. It was designed to be the least intrusive means to meet the coverage and capacity requirements of the wireless carriers.
- This application met all of the requirements of the city's telecommunications ordinance that was approved in 2010.
    - Telecommunication towers were controversial in many respects.
    - They had worked for more than a year to ensure they had all of the right documentation and the right piece of property. No variances were required, and all of the setback requirements were met.
    - There were no existing structures or co-location sites within AT&T or T-Mobile's geographic search area to serve their needs.
    - This facility was essential to meet service demands in this area of the city.

  - The zoning map showed there were few if any other properties in this area that were zoned LI Light Industrial, GI General Industrial, or OS-P, the only zoning categories in which the ordinance allowed towers to be built.
  - From a land use perspective, it was the only viable site.
  - They had submitted radio frequency coverage plots prepared by radio frequency engineers, and they showed there was a coverage need. The city had also engaged an outside consultant who confirmed there was a need for service in this area.
  - This was not the city's newly adopted broadband services.
    - The need for coverage in the Robinson RD area from HWY 54 to Crosstown RD would be met by this tower, not the city's broadband services.
- They were very close to the golf cart path and near the lake. This would be a safety measure for people who needed to use their cell phones on the cart path and near the lake.
- They had provided photo simulations of the views of what the tower would look like from the north, east, south, and west and had also conducted a balloon test on Saturday, September 19.

City Staff recommended approval of their application with two conditions related to landscaping and bonding to which both they and the applicant agreed.

Mr. Eric Vaneer was very much in favor of this proposal as he experienced the lack of coverage in this area every day on his way home. He had seen many of these towers and thought they were just as good looking as pines.

Mr. Jimmy England, an elder at Peachtree City Church of Christ, stated that they had spoken to the Booth Middle School administration and several others. They were very much in favor of this tower because they did not have service in the school.

No one else spoke in favor of the proposal.

Ms. Martine Yancey, a resident in the Gateway subdivision, was not in favor of the proposal. Her reasons included the following:
- She had not received any notification about this proposal but had learned about it from a community group on Facebook.
- She was most bothered by the tower's close proximity to the floodplain.
- The tower was only 230' away from the church, and the ordinance stated 250' away from abutting properties.
- Two residential areas were located directly behind and across the street.
- The cart path that was located less than 500' from the church was not denoted on their plans.
- Within the past two years, the church had swapped property with the city; soon afterwards, the proposal for this tower came in.

In response to comments from Mr. Destadio about clear zones, Ms. Smith noted there was greenspace on all three sides.

Mr. Destadio also asked why this model of mono-pine was chosen. Mr. Bulloch stated that if the branches had started lower, the steel would have to be much bigger in diameter, perhaps 10' instead of 6'. The tower was designed for five carriers. AT&T and T-Mobile had strong interest, and Verizon and Sprint had also expressed interest.

Ms. Yancey asked for clarification about the height of the fence as the information online said 6' and Ms. Smith had said 7'. Ms. Smith thought the plans showed 6' and the staff report said 7'. They would do 7'. Mr. Rast noted that the drawings showed 7'.

Mr. Daily had no comments.

Mr. Conner thought this was a great location for a tower. Relative to the timing issue raised by Ms. Yancey, he did not think there was any conspiracy. This was a perfect location with all of the greenspace that buffered it on the back side of the creek, and it met all of the ordinance requirements.

Relative to Ms. Yancey's comment about the tower being only 230' away from the church when the ordinance stated 250' away from abutting properties, Ms. Wojcik pointed out that the ordinance referred to property lines.

Mr. Bernard had seen a lot of these in the western states, and they seemed to fit in pretty well. There was no reason it would not fit in well here.

Ms. Wojcik was very happy that a location had been found for another cell tower. She appreciated the due diligence that had been done.

After discussion, a motion was made by Ms. Wojcik, seconded by Mr. Bernard, and unanimously adopted that the Conditional Use Permit for a new telecommunications tower on the Peachtree City Church of Christ tract be forwarded to City Council with a recommendation for approval.

This item was on the agenda for the November 5 City Council meeting.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

FROM: **Jonathan N. Rorie, Interim City Manager** JR (PT)

DATE: **October 30, 2015**

SUBJECT: **Consider Intergovernmental Agreement with Fayette County – Water Franchise**
November 5, 2015, City Council Meeting

Discussion

In early 2014, City officials entered into negotiations with then-Chairman Steve Brown and the Fayette County Board of Commissioners regarding various agreements and amendments, some dating back as far as 1966, related to the water franchise and water withdrawal from various City-owned sources (Lake Peachtree, Line Creek, Log House Well, and Willowbend Well). In the spirit of intergovernmental cooperation, both Mayor Fleisch and City Council and Chairman Oddo and County Commissioners have continued the negotiations resulting in the attached proposal for Council consideration. For the sake of brevity, the agreement highlights include:

- Combines all existing water contracts and amendments into a single agreement
- Maintains existing term, ending December 31, 2035
- Eliminates "Loghouse Well Agreement," saving County operation and maintenance costs, yet still provides water to city owned facilities at the "commercial wholesale water rate".
- Continues to allow the county to withdraw up to 4.5MGD water from the lake

- County continues to operate the dam and spillway at no cost to the City for the benefit of the water system
- Establishes the water level for Lake Peachtree at a minimum pool level of 784.4 feet Mean Sea Level
- City assumes responsibility for future dredging, but establishes a joint funding partnership where the county credits the city with one (1) Million dollars toward the next dredging and splits the remaining dredging costs between the city and the county at 50% each.
- Assigns all responsibility and liability for the dam, spillway, banks, and bottom of Lake Peachtree to Peachtree City, with a County contribution of $2 million for a new spillway (with the City to refund $1 million if a new spillway is not completed within four years from the date of County payment).
- Provides the County with the ability to move their intake pump structure from Lake Peachtree to Lake Kedron.

Recommendation

Please consider the attached proposal for your approval

WATER FRANCHISE AGREEMENT

WHEREAS, the City of Peachtree City, a municipal corporation of the State of Georgia (hereinafter the "City") owns certain property, easements and right of ways within the corporate limits of Peachtree City, Georgia, including but not limited to Lake Peachtree (hereinafter the "Lake"); and

WHEREAS, through a series of intergovernmental agreements beginning in 1966, and amendments thereto, between the City (or Georgia Utilities Company) and Fayette County, Georgia (hereinafter the "County"), the City has granted to the County water withdrawal rights from the Lake which has enabled the County's provision of drinking water from the Lake for the County's water system; and

WHEREAS, through such agreements, the City granted the County the exclusive right, privilege and franchise to enter the corporate limits of the City and therein construct and thereafter operate, maintain, repair, replace, add to, extend and improve certain components to the County's water system; and

WHEREAS, in accordance with said previous agreements, the County is presently dredging certain areas of the Lake bed to remove siltation; and

WHEREAS, the City and the County have also entered into an agreement entitled the "Loghouse Well Agreement" as of June 10, 1993 to expire on October 11, 2034 whereby certain rights and responsibilities were set out between the City and the County pertaining to the treatment of water from the Loghouse Well; and

WHEREAS, the City and County (hereinafter collectively the "Parties" or individually a "Party") wish to enter into a new agreement which replaces and supersedes all of the following previous agreements: 04/01/1966, 05/23/1966, 04/21/1981, 09/17/1984, 10/18/1984, 03/29/1985 and extends their partnership through the end of the calendar year 2035, and terminates that agreement known as and referred to as the "Loghouse Well Agreement" entered into as of June 10, 1993;

WHEREAS, the entering into of this intergovernmental agreement (hereinafter the "Agreement") is authorized under the Constitution and laws of the State of Georgia, particularly Article IX, Section II, Paragraph III and Article IX, Section III, Paragraph I of the Georgia Constitution.

NOW THEREFORE, in consideration of the promises, mutual covenants and agreements set forth herein, the City, acting by and through its Mayor and Council, and the County, acting by and through its Board of Commissioners, do hereby agree to the following terms and conditions.

Section 1. Term of Agreement

1.1 The preamble is incorporated here by reference as if fully restated.

1.2 This Agreement shall become binding and effective upon the date of the last signature hereto, and the term of this Agreement shall be that period of time between said date and 11:59 PM of December 31, 2035.

1.3 The agreement entitled the "Loghouse Well Agreement" which was entered into by the City and the County as of June 10, 1993 with an expiration date of October 11, 2034 is terminated completely as of the effective date of this Agreement. The County shall provide water to the City at the commercial wholesale water rate in exchange for terminating the "Loghouse Well Agreement." The City will assume the maintenance and operation of the well, once the County has brought the well up to full operational condition.

Section 2. Water Withdrawal from the Lake

2.1 For the purpose of providing water to the citizens, businesses and governmental entities in the City and the County, the City grants to the County the right to withdraw water from the Lake at or within five hundred feet (500') of the dam of the Lake and in the amount not to exceed four million, five hundred thousand gallons per twenty-four hour day.

2.2 In exchange for the water withdrawal rights granted in this Agreement, the County shall operate and maintain in good working order (including repair and replace) its water withdrawal system and ensure that in the exercise of such rights the County does not adversely impact the soundness of the Lake dam and spillway. Furthermore, the County agrees to operate the dam and spillway at no cost to the City and indemnify the City for any damage to the dam and spillway resulting from the County's negligent operation of same. The County's operation and maintenance of the dam and spillway will occur consistent with the County's standard operations and maintenance procedures which are required to be employed for a drinking water reservoir. All employees of the County who perform the operations and maintenance on the dam and spillway will remain employees of the County. Maintenance of the dam may include removal of trees from the dam. Should it be determined by the appropriate state agency that removal of the trees from the dam is consistent with best practices for dam maintenance, the County shall take all necessary action to cause the trees on the dam to be removed. If, however, the appropriate state agency determines that removal of the trees on the dam is not consistent with best practices for dam maintenance, and the City still desires the trees to be removed, the City and County will agree on the appropriate terms and conditions under which such removal shall occur. To the extent there is any seepage of water through the dam, and such seepage is the result of a lack of maintenance or improper maintenance, the County will take all necessary action to cause the seepage to cease. The City agrees to exercise its best efforts to take all reasonable measures which would result in a reduction of silt being introduced into the Lake.

2.3 Except for dredging, maintenance, repairs, or when the City replaces the spillway as provided under paragraph 2.8 of this Agreement, the County and the City agree to exercise their best efforts to maintain the water in the Lake at a minimum pool level of 784.4 feet Mean Seal Level NAVD88 ("Minimum Pool Level").

2.4 The City acknowledges that the County has a permit to withdraw water from the Lake and a permit to withdraw from Lake Kedron through the Lake, and it agrees to cooperate with the County in maintaining said permits which are attached hereto and incorporated herein as Exhibit "A". The County covenants and agrees to provide the City with advance notice of its intention to no longer renew or transfer said permit(s) and to cooperate with the City if the City desires to secure water withdrawal rights. To the extent that it is under the County's reasonable control, the County covenants and agrees to maintain said permits for the life of this Agreement unless it transfers said permits to the City or unless otherwise ordered by the State.

2.5 The County acknowledges that it does not have nor does this Agreement convey any general right of public or private access to or use of the Lake except that which is needed by the County to withdraw water and perform its obligations under this Agreement.

2.6 Under previous agreements, the County was obligated to dredge the siltation and remove vegetation in certain areas of the Lake. This dredging obligation occurred when the City and the County jointly inspected and tested the condition of the Lake to determine the amount of dredging required, if any, on at least an eight to ten (8-10) year cycle. The Parties desire to transition to new methodology in order to determine when future dredging should occur. The Parties agree that a bathymetric survey will be performed to determine the topography of the entire Lake bottom, accurate to within two tenths of one foot (0.2'). This bathymetric survey shall occur on or before January 15, 2016 and shall serve as the Baseline Survey for the following joint dredging event ("Baseline Survey"). The cost of the Baseline Survey shall be borne by the County. Thereafter, a bathymetric survey shall be performed within 90 days after January 15, 2030 ("2030 Survey"). The 2030 Survey shall be done by the City and the cost of same shall be divided equally between the City and County, fifty percent (50%) each. A Registered Land Surveyor licensed to practice in the State of Georgia will prepare all bathymetric surveys required under this Agreement.

2.7 Within 12 months of the certification by the registered land surveyor of the 2030 Survey, the City shall commence dredging within Zone 1, which is depicted in Exhibit "B" attached hereto and incorporated herein as Zone 1 ("Joint Dredging"). The City and the County shall be obligated to divide the cost of the Joint Dredging equally between the City and County, fifty percent (50%) each. The County agrees to contribute to the City up to ONE MILLION AND 00/100 ($1,000,000.00) DOLLARS toward the City's portion of the cost of the Joint Dredging. (For example, if the dredging costs $3 million, then the cost of the dredging would be divided in half with $1.5 million allocated to each party. The County would then contribute its pledged $1 million to the City's $1.5 million portion of the dredging cost. Additionally, if the dredging costs less than $2 million, then the cost of the dredging would be divided in half and the credit from the County to the City would be less than $1 million.) The parties also agree to divide equally, fifty percent (50%) each, the costs for repairs to city and county roads damaged by trucks removing dredged sediment. The City and County agree that the City will be responsible for all actions necessary up to and including the dredging. The Joint Dredging will be for the purpose of removing that amount of silt which has accumulated since the Baseline Survey, plus and additional ten (10%) of that amount (the "Dredging Total"). To the extent that the City desires to perform dredging in excess of the Dredging Total, the County will not be responsible to participate in the cost of dredging in excess of the Dredging Total. The City acknowledges that all liability for the Joint Dredging operation will be borne by the City and that County's participation is limited only to its monetary contribution. Notwithstanding the Joint Dredging, nothing in this Agreement precludes the City from dredging any portion of the Lake at its own cost during the term of this Agreement.

2.8 In exchange for the City agreeing to accept all responsibility and liability for the dam, spillway, banks and bottom of the Lake, except where specifically stated otherwise in this Agreement, the County shall contribute monetarily to a new spillway for the Lake. Within 30 days from the City providing the County written notice that the City has entered into a construction contract to build the new spillway for the Lake, the County shall pay the City the amount of TWO MILLION AND 00/00 ($2,000,000.00) DOLLARS towards the construction of such spillway. This payment is non-refundable; provided however, that the City shall refund to the County fifty percent (50%) of said sum if the new spillway is not complete within four years from the date said payment is made.

2.9 The Parties acknowledge that circumstances in the future may dictate that the intake pump structure at the Lake should be moved from the Lake to Lake Kedron in order to more adequately supply water for the County's water system. In the event that the County determines that such a move is in the best interest of the customers of the County's water system, the County will bear all expense in moving the intake pump structure from the Lake to Lake Kedron. The City agrees to cooperate with the County to enable the County to move the aforesaid intake pump structure from the Lake to Lake Kedron.

Section 3. Water Franchise

3.1 Except as otherwise provided in this Agreement and for the purpose of providing water service to the citizens, businesses and governmental entities of the City and County, the City grants to the County the exclusive franchise rights to provide and operate its County owned and operated water system within public rights-of-way and public utility easements within the incorporated boundaries of the City; provided, however, that such grant does not include those public rights-of-way and public utility easements in those areas annexed into the City where water is being provided by some other utility at the time of annexation.

3.2 The County shall undertake to supply a reasonable amount of water service to all citizens, businesses and governmental entities of the City desirous of obtaining such water service.

3.3 The County shall have the right to construct, operate, maintain, replace, repair and extend its water lines and appurtenant structures within the public rights-of-way and public utility easements of the City.

3.4 The County shall in all cases restore all streets, highways, alleys, roads, sidewalks, cart paths, bridges, utilities, public and private facilities and places, and other things or grounds of the City disturbed by the County in the exercise of this Agreement to the condition prior to such disturbance, and shall conduct its operation, maintenance, repair, replacement, extension and additions to the system without undue obstruction of foot, bicycle, golf cart or vehicular traffic, and shall make all restorations as above required within a reasonable time.

3.5 It is expressly provided, however, that in the event the County shall hereafter be unable or unwilling, from time to time, to make additions, extensions and improvements to its water system within the present and future corporate limits of the City, then the City, if it desires to do so, may construct such additions, extensions and improvements, without violating this exclusive franchise agreement; provided, however, the City must first seek and be provided written notice from the County that it is unwilling or unable to make the additions, extensions and improvements desired by the City, or in any event after the expiration of ninety (90) days from the date the City furnishes the County with written notice of its desire for additional water facilities. The City, in constructing such additions, extensions and improvements, shall do so consistent with the County's laws, ordinances and regulations relating to such additions, extensions and improvements to the County's Water System. The City agrees that the County shall perform inspections to ensure that the construction of such additions, extensions and improvements is performed consistent with the County's laws, ordinances and regulations. Upon completion, the additions, extensions and improvements so constructed shall be the property of the County. In the event the City should construct said additions, extensions and improvements after receiving said notice from the County or after allowing for a timely response, the County shall furnish water service to the properties serviced by said additions and extensions. If the County provides notice that it will construct such additions and extensions needed to supply water service to such areas, then it must do so within a reasonable period of time.

3.6 The water rates imposed by the County shall be uniform within each class of customers regardless of whether the customers are located within or without the incorporated area of the City.

Section 4. Miscellaneous Provisions

4.1 The County covenants and agrees that it will indemnify the City and hold it harmless from any loss, liability, claim or cause of action of any kind resulting from the County's (or its employees, contractors or agents) exercise of its rights, performance or failure to perform its obligations under this Agreement. If, after being provided written notice by the City of not less than sixty (60) days prior to the City taking action, the County fails to perform its obligations under this Agreement, the City may perform, but shall not be obligated to perform, such obligations. If the City so performs, the County shall reimburse the City for all reasonable costs and expenses incurred by the City. The City covenants and agrees that it will indemnify the County and hold it harmless from any loss, liability, claim or cause of action of any kind resulting from the City's (or its employees, contractors or agents) exercise of its rights, performance or failure to perform its obligations under this Agreement. If, after being provided written notice by the County of not less than sixty (60) days prior to the County taking action, the City fails to perform its obligations under this Agreement, the County may perform, but shall not be obligated to perform, such obligations. If the County so performs, the City shall reimburse the County for all reasonable costs and expenses incurred by the County.

4.2 Unless otherwise expressly agreed to by the Parties, the County shall pay for its performance of any right or obligation under this Agreement solely and exclusively from the revenues derived from its water system or from the proceeds received from the issuance of revenue bonds against its water system.

4.3 The Parties acknowledge and agree that each Party may in the future issue revenue bonds based upon the terms of this Agreement and that in so doing the holders of such revenue bonds hereafter issued by the County or City or both shall have an interest in the Parties' respective performance hereunder. The Parties covenant that this Agreement cannot be terminated, modified or amended in any way which would adversely affect the rights of any such bond holders without their express consent.

4.4 The Parties recognize that either party may sell revenue bonds to finance undertakings consistent with the exercise of the rights and obligations afforded under this Agreement. The County covenants to adopt, maintain and revise rates and collect fees and charges to the extent necessary to produce funds sufficient at all times to operate and maintain its water system on a sound basis, to pay the principal of and interest on any revenue bonds hereafter issued by County as same mature and to create and maintain an adequate reserve for that purpose, as well as to create and maintain a reserve for maintenance, extensions and improvements to the system. It is further recognized that the County may hereafter issue from time to time refunding bonds to refund any and all such bonds and the aforesaid covenant, relative to the adoption, maintenance and revisions of rates and the collection of fees and charges for water service and facilities would likewise be applicable to any such refunding bonds or obligations. The County, however, by the acceptance of this Agreement, covenants to operate and maintain, at all times, said system in a business-like manner and that it will undertake to maintain rates and collect fees and charges on a reasonable and equitable basis and in keeping with its obligations under any resolution authorizing the issuance of any of its obligations, and that all such rates shall, as far as practicable, be uniform in application consistent with the cost involved.

4.5 "Notwithstanding paragraphs 4.3 and 4.4," within 365 days prior to the date of the natural expiration of this Agreement or after its prior termination by either Party, if the County has the right to sell that portion of its water system within the limits of the City, excluding the Crosstown Water Treatment Plant, the Distribution Plant and all other components with the County's water system within the City which distributes County water to areas outside the City limits, the City, upon written notice to the County therefor, shall have the right and option to purchase from County the water system, including pipes, lines, facilities and interest in real property within the existing corporate limits of the City, except for the aforementioned limitations. It is expressly provided, however, that the purchase price paid by the City to County shall be at least sufficient to comply with the provisions of any resolution adopted by County authorizing the issuance of any revenue bonds of the County which are then outstanding.

4.6 Any transferee, assignee or successor of County or City shall hold and exercise such rights, powers, privileges, liabilities, duties and obligations granted under this Agreement, subject to all the terms and conditions of this Agreement.

4.7 If by reason of force majeure either Party hereto is rendered unable, wholly or in part, to carry out its obligations under this Agreement, then if such Party gives notice and full particulars of such force majeure in writing to the other Party within a reasonable time after occurrence of the event or cause relied on, the obligation of the Party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period. Any such Party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of a public enemy, orders of any kind of the Government of the United States, of the State of Georgia, or any civil or military authority or courts thereof, insurrections, riots, epidemics, landslides, lighting, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipe lines, partial or entire failure of water supply, and inability on the part of County to supply water services hereunder, and on account of any other causes not reasonably within the control of the Party claiming such inability.

4.8 This Agreement shall be construed under the laws of the State of Georgia. Should any phrase, clause, sentence or paragraph of this Agreement be held invalid or unconstitutional by any court of competent jurisdiction of this State or of the United States in any manner or respect whatsoever, it shall not be construed so as to effect any or all of the remaining terms and provisions, all of which shall remain in full force and effect.

4.9 If any disagreement shall arise with reference to any of the terms or conditions of this Agreement, or with reference to any matter connected with same, such disagreement or dispute shall be submitted to and decided by a panel of three arbitrators. The County shall appoint one arbitrator, and the City shall appoint one arbitrator. The two appointed arbitrators shall select a third arbitrator. If the two chosen arbitrators cannot agree on a third arbitrator, then such third arbitrator shall be appointed by the chief judge of the Superior Court of Fayette County after petition filed by either of the Parties. A majority of the three person panel is required to render a final decision, and such decision shall be binding on the Parties hereto, but may be appealed to the Superior Court of Fayette County.

4.10 Notices required in this Agreement shall be sent by certified mail return receipt requested or statutory overnight delivery to the following persons and addresses for each respective Party:

> County: Fayette County, c/o Chairman, 140 Stonewall Ave., West, Suite 100, Fayetteville, Ga. 30214.
>
> City: City of Peachtree City, c/o Mayor, 151 Willowbend Road, Peachtree City, Ga 30269.

4.11 Each of the signatories to this Agreement warrant and represent that he or she has the legal authority granted by his or her respective governing body to execute this Agreement and so bind his or her respective government to this Agreement.

4.12 The Parties agree that this Agreement shall constitute a full accord and satisfaction of all disputed claims which have arisen under the existing Agreements between the Parties, as amended, including any claims which have been asserted or could have been asserted as of the date of this Agreement, and that entering into this Agreement is not to be construed as an admission of liability upon the part of either Party.

City of Peachtree City

____________________________ Date: ____________

Vanessa Fleisch, Mayor

Attest:

____

Betsy Tyler, City Clerk

Fayette County

______________________________ Date: ____________

Charles W. Oddo, Chairman

Attest:

____

Floyd L. Jones, County Clerk

MEMO TO: Mayor and City Council

FROM: Al Yougel, Director
Keep Peachtree City Beautiful

DATE: October 14, 2015

SUBJECT: 2016 KPTCB Budget

November 5, 2015 City Council Agenda

Recommendation:

To approve the fiscal year 2016 budget for Keep Peachtree City Beautiful (KPTCB).

Discussion:

As part of the intergovernmental agreement between the City of Peachtree City and Keep Peachtree City Beautiful, a 501(c)(3) and a component unit of the City beginning in fiscal year 2012, an annual budget for the organization must be presented to Council. Attached please find a copy of the fiscal year 2016 budget for your approval.

Budget Impact:

The waste haulers franchise fees included in this budget in the amount of $41,000 agrees with the City's franchise fee collections and quarterly disbursements to KPTCB recorded in a City Special Revenue Fund.

Thank you for your attention to this matter.

KB/Keep Peachtree City Beautiful

KPTCB BUDGET
FISCAL YEAR 2016
October 1, 2015 - September 30, 2016

		1st Qtr		2nd Qtr		3rd Qtr		4th Qtr		Annual
REVENUE										
Waste Haulers Franchise Fees	**$**	**10,250**	**$**	**10,250**	**$**	**10,250**	**$**	**10,250**	**$**	**41,000**
Recyclabe s/Earth Day/Fees	**$**	**7,250**	**$**	**6,725**	**$**	**6,000**	**$**	**6,800**	**$**	**26,775**
Litter/Compost Contract	**$**	**10,257**	**$**	**10,257**	**$**	**10,257**	**$**	**10,257**	**$**	**41,028**
Cart Path Litter/Trash		**$11,440**	**$**	**11,440**	**$**	**11,440**	**$**	**11,440**		**$45,760**
										154,563
EXPENDITURES										
Purchased/Contracted Services:										
Professional Services										
Tax/990 Preparation	$	-	$	-	$	-	$	-	$	-
Contract Services										
Bin Pulls		10,125		13,500		13,500		14,040		51,165
Technical Services										
Software Support		-		300				200		500
Software Development				250				-		250
Repairs & Maint Equipment		200		400		500		250		1,350
Repairs & Maint Vehicles										
Trucks		325		350		500		500		1,675
Trailer				200		400		200		800
Rental/Lease										
Other								-		-
Recycle bins										-
Office/Utilities		210		210		210		210		840
Insurance										
Dir/Officer		-		1,000		-		-		1,000
Vehicles		573		573		573		573		2,292
Drop Off		1,500		-		-		-		1,500
Other				1,500		-		250		1,750
Communications		300		300		300		300		1,200
Advertising/Promotion				-		-		-		-
Printing & Duplication		300		450		250		250		1,250
Postage										
Office		45				90		45		180
Travel/Entertain										
KGB		-		-		-		450		450
Other		150		105		65		105		425
Dues & Fees										
KAB		200		-		150		-		350
Other		200		-		175		-		375
Education & Training		-		300		-		300		600
Contract Labor		17,100		17,100		17,100		22,800		74,100
Total Purchased/Contracted Services		**31,228**		**36,538**		**33,813**		**40,473**		**142,052**

KPTCB BUDGET
FISCAL YEAR 2016
October 1, 2015 - September 30, 2016

	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Annual
Supplies:					
Office Supplies	180	200	180	180	740
Operating Supplies					
Materials	400	800	600	700	2,500
Computer Supplies	-				-
Gasoline	930	930	930	930	3,720
Small Tools & Equipment		650	260	200	1,110
Uniforms					
Shirts/Vests	200	350	350	205	1,105
Other	56	150	150	150	506
Total Supplies	**1,766**	**3,080**	**2,470**	**2,365**	**9,681**
Capital Outlay:					
Machinery & Equipment	-		2,830	-	2,830
Total Capital Outlay	**-**		**2,830**	**-**	**2,830**
Total Expenditures	**$ 32,994**	**$ 39,618**	**$ 39,113**	**$ 42,838**	**$ 154,563**
Total Available for Capital Reserves:					
Facility Improvements					
Other					
Total Capital Reserve	**-**	**-**	**-**	**-**	**-**
Total Expenditures & Reserves	**$ 32,994**	**$ 39,618**	**$ 39,113**	**$ 42,838**	**$ 154,563**

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council**

VIA: **Jonathan Rorie, Interim City Manager**
Paul Salvatore, Financial Services Director PS.
Angela Egan, Purchasing Agent
Janet Moon, Police Chief

FROM: **Kimberly Jones, Court Administrator**

DATE: **October 20, 2015**

SUBJECT: **Agreement with CourtView Justice Solutions, Inc. for a Municipal Court Case Management System and Budget Amendment**
November 5, 2015 City Council Agenda

Recommendation:

Staff recommends Council authorize the City to enter into an Agreement with CourtView Justice Solutions, Inc. to provide a case management system for the municipal court and to approve the attached budget amendment to the FY16 budget resolution.

Discussion:

A Request for Proposals (RFP) was issued in mid-August for a case management system. Significant effort was made to contact as many potential vendors as possible with this RFP. Five proposals were received and opened.

Proposals were evaluated on the following criteria:

- Corporate Strength, Viability and Direction 15%
- Application Functionality 25%
- Technical Infrastructure, Architecture and Design Principles 15%
- Implementation and Support Services, References 25%
- Cost 20%

A cross-functional team of five was formed to read and evaluate the proposals. Staff members included Judge Stephen Ott, Marcia Moran the Solicitor, Philip Abbott from IT, Angela Egan from Purchasing and Kimberly Jones the Court Administrator.

Staff spent many hours reading each proposal. Each evaluator submitted their scores for the five proposers. Once all scores were input and all team members reviewed their entries, Courtview had the highest score.

Prior to the issuance of this RFP, staff attended several demonstrations of software. Court view was reviewed by the judge, solicitor, IT, and finance. All see this software, which will integrate with the police and finance software at no additional cost, as an asset to the court system.

References were checked and all had positive things to say about CourtView – everything from data conversion to implementation to day-to-day follow up.

The first year's cost is $148,600 which includes software, implementation fees, training and licensing & maintenance fees. Peripheral server costs by CPAK will be $8,549 for a total of $157,149. Annual licensing and maintenance fees for future years will be $13,200

Staff's combined scores are attached.

Budget Impact:

$150,000 was budgeted in the PIP fund for this software which will be financed through a 5 year capital lease purchase. The attached budget amendment will increase Fund 335 revenue and expenditures for additional cost to cover $10,000 for the server and any contingency requirements. The estimated annual impact on debt service for the financing term will be $2,216.

Attachment

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 16-003

DATE 10/20/15

ACCOUNT	PROJECT	DESCRIPTION	INCREASE	DECREASE
335.1535.542051	PIP16COURTSW	Court Software	10,000	
335.9999.393500	PIP16CPTLLSE	Capital Lease Proceeds FY16	10,000	

Budget Amendment

To amend FY16 Budget Resolution for additional server to host the Court Software -

Entered ____________

Approved ____________

EVALUATION SUMMARY
CASE MANAGEMENT SYSTEM
COMBINED EVALUATION

Company	Amount*	Corporate Strength, Viability and Direction (15% weight)	Application Functionality (25% weight)	Technical Infrastructure, Architecture and Design Principles (15% weight)	Implementation and Support Services, References (25% weight)	Cost (20% Weight)	Weighted Score
Courtview	$148,600.00	14.75	24.25	15.00	22.50	20.00	**96.50**
Journal Technologies, Inc.	$155,000.00	11.50	16.00	10.00	15.75	19.17	72.42
Pioneer	$174,375.00	10.25	17.75	10.00	16.25	17.04	71.29
Spartan	$174,375.00	10.75	18.75	15.00	16.00	17.04	77.54
Syscon	$167,405.00	11.25	18.75	10.00	20.50	17.75	78.25