



CITY COUNCIL OF PEACHTREE CITY
REVISED MEETING AGENDA
NOVEMBER 4, 2021
6:30 p.m.

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

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- I. Call to Order
 - II. Pledge of Allegiance
 - III. Announcements, Awards, Special Recognition
 1. Stormwater Appreciation Award (Village on the Green)
 2. Retirement Announcement- Joe O'Connor, Fire Chief
 3. Service Award – Ted Masters – 10 Years – School Crossing Guard
 - IV. Public Comment
 - V. Agenda Changes
 - VI. Minutes
 1. October 21, 2021 Council Meeting Minutes
 2. October 21, 2021 Executive Session Minutes
 - VII. Consent Agenda
 1. Appointments to Peachtree City Airport Authority (PCAA)
 2. Appointments to Planning Commission
 3. Southern Linc Tower Lease Amendment
 - VIII. Old Agenda Items
 - IX. New Agenda Items
 - 11-21-01 Long Term Planning- Public Safety/ Facility Expansions (Rorie)
 - X. Council/Staff Topics
 - XI. Executive Session
 - XII. Adjourn

**City Council of Peachtree City
Meeting Minutes
Thursday, October 21, 2021
6:30 p.m.**

The Mayor and Council of Peachtree City met in regular session on Thursday, October 21, 2021. Mayor Vanessa Fleisch called the meeting to order at 6:30 p.m. Others attending: Terry Ernst, Mike King, Kevin Madden, and Phil Prebor.

Announcements, Awards, Special Recognition

None

Public Comment

Leticia Lynn Biester of Tyrone, representing LLB of Fairfield and Stone Crest Preserve, asked that her statement be read into the record:

Crabapple Lane provides the property owners of PTC a constant perpetual income stream from golf cart decal sales. Today, 40 properties purchase annual golf cart decals. There are currently 90 lots approved for building in the Stone Crest communities on Dogwood Trail. Once built out in approximately five years, annual gross potential income ranges from \$10K to \$20K for decals in the neighborhoods that can only use Crabapple for access to the PTC multi-use path system. That range is from only 25% to 90% of the properties having golf carts. With the close proximity to restaurants, shopping, and golf, I think we can all agree more than 50% of the homes will own a golf cart. At 50%, that's north of \$14K annual GPI at \$165. However, you have had discussions on raising the fringe community decal cost by at least \$50 annually. If done, GPI ranges would change to \$14K to \$26K. Closing access by golf carts to PTC on Crabapple Lane is fiscally irresponsible. Not considering the gross potential income in valuing the Crabapple in-stub is egregious.

Mayor and Mr. Meeker, the stub was appraised at \$17,100. That amount does not pass the sniff test. With a projected income stream in perpetuity, that gateway sends the value of the stub upwards in the hundreds of thousands, even when factoring in path and stub maintenance. The appraiser was not given all pertinent information related to the property when asked to perform the appraisal. Mayor, do not give away a valuable income stream to the property owners of Peachtree City. Taking that action would be fiscally irresponsible. Fix the real problem—decal fees.

Suzanne Brown expressed her concern about the legality of Dominion voting machines because they did not produce paper ballots that the voter could read. She had written to Council asking that they procure paper ballots for use in the upcoming municipal elections, but was told the County handled elections for the City. She said she contacted that office, and it replied they would do whatever the City instructed them to do. Brown asked for a hand count of all ballots in next month's City election. If there was a discrepancy between the machine count and the hand count, the City should ask the County to hire a team of professional forensic auditors and not certify the results until the audit was complete.

Jane Young also asked the City to keep Crabapple Lane open as a connection between Peachtree City and Tyrone, saying many people moved to that area with the expectation of maintaining an easy golf cart route to friends, family, and shopping in Peachtree City.

Chris Taylor also opposed the closing of Crabapple Lane to Kedron Hills. He said this was not an equitable or neighborly solution to the problem of increased traffic.

Chip Glazier addressed Council about election integrity, mentioning he heard about "shenanigans" in the 2018 mayoral race and had followed a related court case. He asked Council to review documents related to that Federal court case and said he would be glad to return to discuss the topic. He reminded citizens of the upcoming election and asked them to do their homework and choose wisely.

Agenda Changes

None

Minutes

King moved to approve the October 7, 2021, regular meeting and executive session minutes. Madden seconded. Motion carried unanimously.

Quarterly Reports

Fleisch said she liked the new format.

Consent Agenda

- 1. DOT Lighting Resolution & Agreement for SR 54/74 DLT Project**
- 2. FY2022 Fayette County Development Authority (FCDA) Contract for Services**
- 3. 2021 Safety Grant Acceptance**
- 4. Amendment to the Defined Benefit Pension Plan**

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

Old Agenda items

None

New Agenda items

None

Council/Staff Topics

Follow-up on the Proposed Administrative Variance Text Amendment

Planning and Development Director Robin Cailloux said she wanted to provide Council with a brief reminder of what they had discussed previously before this amendment moved to the public hearing stage. There were three types of variances in the ordinance. The standard variance called for a public hearing and proof of hardship if Council did not grant the variance. The special exception variance also called for a public hearing but did not require proof of hardship. An administrative variance had some limitations and was reviewed by the City Manager, the City Planner, and at least one City Council member, but there was no public hearing.

The recommendation was to combine both the special exception and administrative variance into an administrative package in order to provide a streamlined review, but yet have oversight by Council. There would be a variance committee with all the members she previously mentioned and all the conditions would still apply. There was no removing of any requirements to get those variances.

At the last Council meeting, Cailloux recalled that she had said a variance request for a side setback could fall under the administrative category, but after hearing concerns from Council and the Fire Department, they had removed that. However, a rear setback could still qualify as administrative if it was for 15 feet or less. There would be several requirements in order to qualify for review by the variance committee: obtaining the written approval of adjacent property owners and the homeowners association (HOA), if one existed, along with ensuring the addition conformed to the existing structure in terms of materials, colors, and roof pitch.

Cailloux said they would begin the public hearing process for this text amendment in late November and bring this before Council in December. She asked if Council had any questions or comments, and they did not.

King moved to adjourn to executive session at 6:45 p.m. to discuss pending or threatened litigation and the acquisition or sale of real estate. Prebor seconded. Motion carried unanimously.

King moved to reconvene in regular session at 7:02 p.m. Madden seconded. Motion carried unanimously.

There being no further business, King moved to adjourn the meeting. Ernst seconded. Motion carried unanimously. The meeting adjourned at 7:02 p.m.

Martha Barksdale, Recording Secretary

Vanessa Fleisch, Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: Jonathan N. Rorie, City Manager 

FROM: Yasmin Julio, City Clerk/Administrative Coordinator 

DATE: October 28, 2021

SUBJECT: Consider Appointment to the Airport Authority
Consent Agenda November 4, 2021

Recommendation:

Appoint Ken Fleming Jr. to the Airport Authority for a full five year term beginning January 1, 2022 and appoint James Garrett as the alternate.

Discussion:

The Airport Authority has two seats available one for member Tom Lacy which ends on December 31st and the other being an open alternate position. The application submission period was open for three weeks, during that time period three applications were received. The applicants were interviewed by the selection committee and the recommendation to appoint Mr. Ken Fleming Jr. as a member and Mr. James Garrett as an alternate was provided.

Making these appointments would provide the Airport Authority will a full board to begin the New Year with a full roster.

Discussion:

This item has no budgetary impact.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: Jonathan N. Rorie, City Manager 

FROM: Yasmin Julio, City Clerk/Administrative Coordinator 

DATE: November 2, 2021

SUBJECT: Consider Appointment to the Planning Commission
Consent Agenda November 4, 2021

Recommendation:

Appoint Mitzi Johnston to serve on the Planning Commission until September 30, 2024 and appoint Wini Stephens as the alternate for a one-year term.

Discussion:

The Planning Commission has two seats that have expired; a board seat and the other being an open alternate position. The application submission period was open for three weeks, during that time period three applications were received. The applicants were interviewed by the selection committee and the recommendation to appoint Ms. Mitzi Johnston as a member and Ms. Wini Stephens as an alternate was provided.

Discussion:

This item has no budgetary impact.

CITY OF PEACHTREE CITY
INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jonathan N. Rorie, City Manager 

FROM: Paul J. Salvatore, Financial Services Director 

DATE: November 2, 2021

SUBJECT: Southern Linc – tower lease amendment
November 4, 2021 City Council Meeting

Recommendation

That Council approve the Third Amendment to the Peachtree City Ground Lease Agreement with Southern Linc, as presented in the Council meeting packet.

Discussion:

This is the third amendment to a lease entered into back in 1995 to lease space on the telecommunications tower located behind City Hall. The purpose of this amendment is to extend the period of the lease for three additional 5-year terms, when the current term expires on December 31, 2024.

Budget Impact

The lease currently generates \$1,610.40 per month (\$19,324.80 per year) in General Fund revenue and escalates by 2% on January 1 each year. This annual escalation will continue under the terms of the Third Amendment.

**THIRD AMENDMENT
TO PEACHTREE CITY GROUND LEASE AGREEMENT**

This THIRD AMENDMENT TO PEACHTREE CITY GROUND LEASE AGREEMENT (the "Third Amendment") is made and entered into by and between **The CITY OF PEACHTREE CITY, GEORGIA, an incorporated municipality of the State of Georgia** ("Lessor"), and **SOUTHERN COMMUNICATIONS SERVICES, INC. D/B/A SOUTHERN LINC, a Delaware Corporation**, ("Lessee"), successor in interest to Georgia Power Company ("GPC") and is effective on the date it is executed by the later of Lessee and Lessor (hereinafter referred to as "Effective Date"). Lessor and Lessee are sometimes referred to individually as "Party" and collectively as the "Parties".

RECITALS:

WHEREAS, Lessor is the owner of that certain tract or parcel of land lying in and behind Land Lot 127, 7th Land District, Fayette County, Georgia;

WHEREAS, Lessor and Lessee entered into a Ground Lease Agreement dated April 6, 1995, which was assigned by GPC to Lessee on July 22, 1996, and amended by the First Amendment to Peachtree City Ground Lease Agreement on December 28, 2000 and by the Second Amendment to the Peachtree City Ground Lease Agreement on September 11, 2015 (collectively, the "Lease");

WHEREAS, the Parties now desire to reaffirm and ratify the Lease, further amend said Lease to confirm the current lease term, and to add additional renewal options to the term of the Lease;

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound, hereby covenant and agree as follows:

1. Capitalized Terms. All capitalized words and phrases used herein, unless otherwise defined herein, shall have the same meanings ascribed to them in the Lease.
2. Current Lease Term. Lessor and Lessee agree that the current term of the Lease is January 1, 2020 to December 31, 2024 ("current lease term").
3. Additional Options to Renew. Section 2. B. of the Lease is hereby amended to add three (3) additional five (5) year renewal terms, which renewal terms will follow the current lease term stated herein.
4. Rent. The Parties agree that the current monthly rent is \$1,610.40 and that rent shall continue to escalate by two (2) percent on January 1st each year during the current lease term stated herein and on January 1st each year during each renewal term.

5. Notices. Section 13. A. and Section 13. A. (1) of the Lease is amended by deleting the contact name, title and phone number for the Lessor and replacing the same as follows:

13. A.

Lessor: City of Peachtree City
Attn: City Manager
151 Willowbend Road
Peachtree City, Georgia 30269
(770) 487-7657

13. A (1)

Lessor: City of Peachtree City
Attn: City Manager
151 Willowbend Road
Peachtree City, Georgia 30269
(770) 487-7657

6. Agreement in Effect. Except as expressly modified by this Third Amendment, all other terms and conditions of the Lease shall remain in full force and effect. As of the approval of this Third Amendment by both parties, this Third Amendment shall become part of the Lease, as such term is defined herein.

7. Ratification. The Lease is hereby ratified and restated in its entirety, and Lessor hereby leases to Lessee the Leased Premises and grants to Lessee the other rights of Lessee under the Lease, and Lessee agrees to pay and perform the obligations of Lessee under the Lease.

8. Counterparts. Each Party is permitted to execute this Third Amendment in multiple counterparts each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Each Party is permitted to deliver this Third Amendment to the other Party by means of delivery of one or more counterpart signature pages via facsimile or other electronic means as an attachment in portable document format (".pdf") or other similar format. Any photographic copy, photocopy or similar reproduction of this Third Amendment, any electronic file of this Third Amendment in .pdf format or other similar format, or any copy of this Third Amendment delivered by facsimile, in each case with all signatures reproduced on one or more sets of signatures pages, will be considered as if it were manually executed.

IN WITNESS WHEREOF, the Parties hereto have caused this Third Amendment to be executed in duplicate originals by their duly authorized representatives on the respective dates entered below.

LESSOR:

**The CITY OF PEACHTREE CITY,
GEORGIA, an incorporated municipality
of the State of Georgia**

By: _____

Name: _____

Title: _____

Date: _____

Witness: _____

Name: _____
(print name)

LESSEE:

**SOUTHERN COMMUNICATIONS
SERVICES, INC., d/b/a Southern Linc, a
Delaware corporation**

By: _____

Name: Rebecca Garcia

Title: Comptroller and Director of
Financial Operations

Date: _____

Witness: _____

Name: _____
(print name)

CITY OF PEACHTREE CITY
INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jonathan N. Rorie, City Manager 

FROM: Paul J. Salvatore, Financial Services Director 

DATE: October 29, 2021

SUBJECT: Proposed capital financing of city facilities
November 4, 2021 City Council Meeting

Recommendation

To authorize staff to proceed with arranging a finance instrument through the Peachtree City Public Facilities Authority to finance the expansion and improvement of various city facilities.

Discussion:

The city included funding in the FY 2022 Debt Service Fund to finance the expansion and improvement of city facilities, including the Police Headquarters and Fire Stations 81, 82, and 83. The 5-Year Capital Improvement Plan also includes a number other facility improvements eligible for debt financing. The estimate for the public safety facility improvements totals \$3.2 million and staff seeks authorization to arrange for a \$3.5 million financing instrument to allow for some of the additional CIP facility improvements, as well as any closing costs.

Staff anticipates that details of this financing, along with any necessary documents for effecting the borrowing, will be ready to present to Council for approval at the December 2, 2021 City Council Meeting and the closing is anticipated to take place before calendar year-end, if approved by Council at the December 2nd meeting.

Budget Impact

The FY 2022 budget includes \$305,642 for debt service on the borrowing. Staff expects this amount will be sufficient to cover any debt service expense this fiscal year. Staff will adjust this budgeted amount for future fiscal years, based on the final debt service schedule for the borrowing.