

**City Council of Peachtree City
Agenda
November 3, 2016
7:00 p.m.**

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Announcements, Awards, Special Recognition**
 - Recognize Brad Williams, Police Department – 15 Years of Service
 - Proclamation – Retired Educators Day
- IV. Public Comment**
- V. 10-Minute Talks**
 - Peachtree City Airport Authority (PCAA)
 - Peachtree City Water & Sewerage Authority (WASA)
- VI. Agenda Changes**
- VII. Minutes**
 - September 1, 2016, Regular Meeting Minutes – Amendment
 - October 20, 2016, Regular Meeting Minutes
- VIII. Consent Agenda**
 - 1. Consider Alcohol License – NEW – Goto, 100 Commerce Dr, Suite 273
 - 2. Consider Mutual Aid Agreement with Multiple Agencies
 - 3. Consider Renewal of MOU with Southern Crescent Technical College
 - 4. Consider Purchase of Additional Storage Data
 - 5. Consider Cancellation of December 15, 2016, City Council Meeting
- IX. Old Agenda Items**
 - 10-16-04 Public Hearing – Consider Variance, Stormwater Runoff Requirements, Midwest Food Bank
- X. New Agenda Items**
 - 11-16-01 Public Hearing – Multi-family Moratorium
 - 11-16-02 Public Hearing – Consider Text Amendments to Zoning Ordinance, Section 916.1 Transition Yard Standards
 - 11-16-03 Public Hearing – Consider Variance, Encroachment into Required Front Parking Setback, 264 S. Peachtree Parkway, Goddard School Tract
 - 11-16-04 Consider Brand Name Purchase of Custom Rescue Engine
- XI. Council/Staff Topics**
- XII. Executive Session**
- XIII. Adjourn**

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: Jonathan N. Rorie, City Manager 

FROM: Betsy Tyler, Public Information Officer/City Clerk 
Pam Dufresne, Deputy City Clerk 

DATE: October 17, 2016

SUBJECT: Amendment to September 1, 2016, Regular Meeting Minutes
November 3, 2016, City Council Meeting

Recommendation:

That Council approves the amendment to the September 1, 2016, regular meeting minutes.

Discussion:

While researching another matter, it was discovered that the motion to approve the FY 2017 budget for the Peachtree City Convention & Visitors Bureau (CVB) was inadvertently omitted from the minutes. Staff asks that Council reconsider the September 1, 2016, regular meeting minutes to include the motion.

Budget Impact:

This item should have no budgetary impact.

Rorie noted that he had met with Johnson and CVB Chairman Mike Regli the previous week. One of the recommendations of the recent Georgia Tourism Assessment was to decrease the CVB board from nine members to seven, with five appointed by Council and the remaining two "at large" positions selected by the board itself. They would be bringing council updates to the bylaws and articles for the CVB at a later date.

Prebor asked if any opportunity existed to market Peachtree City as a golf destination, noting that the three courses in the City were private clubs. Johnson said not as long as the courses were private, and this issue had been brought up in the assessment. Specifically, the current CVB logo and t-shirts included a golf cart with golf clubs, which gave an inaccurate impression that Peachtree City was a golf destination. She was working with the people with Zach Brown to develop a new t-shirt design.

King noted that, if a conference was scheduled for the Wyndham for several days, a golf outing at one of the Club Corp courses could be included. Learnard noted that Peachtree City was a golf *cart* community more than a golf community.

Learnard moved to approve the FY 2017 CVB budget. King seconded. Motion carried unanimously.

Council/Staff Topics

Rorie gave an update on the construction of MacDuff Parkway, with a new drone video showing paving base on the entire length, and paving completed along a large portion of the roadway. Several model homes were underway in both Everton and Cresswind, and the developer had been working along the CSX Railroad bed, with permission from the railroad and one of their flagmen on site, to build up the roadway to the eventual bridge height. Senoia Road was also currently being built up to that height. Rorie noted that the roadway would change names at Senoia Road to Kedron Drive.

Fleisch thanked Rorie for the update due to the large amount of incorrect information being posted on social media sites. Rorie agreed and said this was an immense project that could not be completed overnight, but they had made tremendous progress.

Recreation Administrator Cajen Rhodes then gave an update on the Facilities Bond, noting that 14 of the projects had been completed. Twelve projects were currently in progress, and of those, the roof replacements for the Police Station, Fire Stations 83 and 84, and the Tennis Center clubhouse, as well as the Fire Station 81 building repairs, would be put out for bid in October, with a probable start date of January 2017. Pond would serve as the project manager.

The eight remaining projects (City Hall and Library window replacement, skate park renovations, playground equipment replacement, fire station parking lot resurfacing, Fire Station 83 exterior seal coat, and Public Works building improvements and ancillary building roof) would be started in FY 2017.

King announced that the veterans groups would be holding the annual POW/MIA recognition ceremony on Friday, September 16, 9:00 a.m., at the memorial at City Hall. He invited all patriots to attend.

Executive Session

Learnard moved to enter executive session to discuss pending or threatened litigation at 8:08 p.m. Prebor seconded. Motion carried unanimously.

City Council of Peachtree City
Meeting Minutes
October 20, 2016
7:00 p.m.

The Peachtree City Mayor and Council met in regular session on Thursday, October 20, 2016, at City Hall. Mayor Pro-tem Mike King called the meeting to order at 7:00 p.m. Others attending: Terry Ernst, Kim Learnard, and Phil Prebor. Mayor Fleisch was unable to attend the meeting.

Announcements, Awards, Special Recognition

King recognized Stephen McDuffee of the Peachtree City Umpires Association, noting the City's appreciation for his 20 years of service to the City's softball leagues. Jeremy Carlisle of the Fire Department was recognized as the Supervisor of the Quarter for the third quarter for his work to help restore the Fire Department's original 1949 fire truck and get it in driving condition. Sergeant James Harris and Corp. Brandon Akins of the Police Department received The Effort Always Matters (TEAM) recognition for their actions in assisting a resident who had profuse bleeding from both arms and saving the resident's life, according to the EMTs.

Public Comment

Keith Larson of the SouthSide Cycling Club discussed a new safety promotion the club was participating in called 3 Feet Safety Awareness, which encouraged the three-foot standard for motorists passing bicyclists. He noted the Georgia Legislature made the three-foot standard state law in 2014. The "Share the Road" signs meant nothing to most people. Club members would work with the City to look at alternate messaging. Approximately 1,000 bumper stickers were being distributed through the City to help get the message out.

Minutes

October 6, 2016, Regular Meeting Minutes

Ernst moved to approve the October 6, 2016, regular meeting minutes as written. Prebor seconded. Motion carried unanimously.

Consent Agenda

- 1. Consider Alcohol License – NEW – Willie Jewel's Old School BBQ, 2015 East SR 54, Ste. 101**
- 2. Consider Elimination/Replacement of Position – Code Enforcement**
- 3. Consider Extension of Pipeline TV Pipe Cleaning and CCTV Services Contract**

Ernst moved to approve Consent Agenda items 1, 2, and 3. Learnard seconded. Motion carried unanimously.

Old Agenda Items

06-16-05 Consider Revisions to 2017 SPLOST Projects

City Manager Jon Rorie said staff had been working on the Special Purpose Local Option Sales Tax (SPLOST) project list for almost one year. The original draft had been completed in the spring, but it had been based on a five-year term for the SPLOST. The Board of Commissioners had approved a six-year SPLOST and had also decided not to move forward with funding for a Performing Arts Center.

The City's original project list had been for a five-year SPLOST term and a total funding estimate of \$37,580,607. The six-year SPLOST term would increase the funding estimate by \$7,892,229, for a total of \$45,472,835. The City's allocation for the Performing Arts Center had been \$2,494,000. Combined, that totaled \$10,386,228 that needed to be allocated.

Rorie continued that the Board of Commissioners had approved the six-year SPLOST at its July 14 meeting. On September 6, the Commissioners reviewed the transportation projects submitted by the Transportation Committee. On December 10, a project exhibit was planned for the Fayette Visioning summit. The County would coordinate the meetings, and the City would participate. On December 20, the call for a SPLOST would be sent to the municipalities. Project exhibits would be held at North Fayette Elementary, McIntosh High School, and either Rising Star or Bennett's Mill Middle School so citizens could learn about each municipality's and the County's plans. The call for the SPLOST election would be on February 9. Plans had been made to talk with civic clubs, homeowners associations, veterans groups, and other organizations. The SPLOST election was scheduled for March 21.

The City's SPLOST project categories included roads, multi-use paths, public safety, Parks and Recreation, and Category 1 dam/spillway enhancements for Lake Peachtree. Rorie said no changes to the Parks and Recreation project list were recommended.

Rorie noted that Fayette County was upgrading the existing 911 radio system, and he recommended increasing the funding for new radios, which was already on the SPLOST public safety list, from \$494,100 to \$1,467,100. He continued that the County had \$18 million in upgrades for the 911 Center on its list, and just their radios would cost \$3 million. The upgrades would be digital. Some funding had been included in the Public Improvement Program (PIP), but with additional funding available, the radios had been moved to the SPLOST list.

In addition, Rorie recommended increasing the funding for the bridge and path realignment for the Lake Peachtree dam/spillway project list by \$300,000. Work on the design for the bridge over the spillway and the path realignment was continuing.

A huge investment was being made in the multi-use path infrastructure, Rorie said. He was recommending that several Tier 2 projects be elevated to Tier 1, including a path to the Police Station, Kedron path relocation (moving path away from entrance to shopping area), widening of the SR 54/Lake Peachtree bridge, Line Creek Nature Area (path in the Georgia Transmission easement), and engineering only for the Crosstown/SR 74 bridge, which would help with long-term connectivity of the system. Rorie explained that funds for engineering only were requested until the proper vetting and engineering could be done. A connection to the Police Station on the south side of the City was also important to connectivity.

Rorie continued that the SR 54 bridge over Lake Peachtree was a main thoroughfare for the path system for golf carts and pedestrians. The project would widen the bridge to 14 feet. Currently, only one cart at a time could use the bridge, and possibly some pedestrians. The additional funds included \$672,951 for the Tier 2 projects, \$519,000 for a sixth year of path resurfacing (materials and labor), and \$465,495 in matching funds to leverage outside dollars for path/trail connectivity to neighboring communities.

Rorie explained that while the SPLOST was for six years, they would have five years after the end of the SPLOST to complete the project list. They needed to look long-term and have a vision for the future. A master plan had been developed for the multi-use path system, and it was time to act. The Georgia Recreational Trails Program Grant was an annual competitive grant for diversified trails (trails that accommodated both motorized and non-motorized recreational trail use), and a trail construction grant was worth up to \$100,000. A 20% match was required, and only one project per sponsor was accepted each year. If no opportunities for matching funds arose, those funds would revert to road projects already identified in the Tier 1 and Tier 2 projects list.

Rorie discussed two areas in the City – one area started at Spear Road and went along Robinson Road where there were gaps in connectivity and the other was at the opposite end of Robinson Road, where the City plan and the County plan both included proposed connections to the other entity's system. The area also included Redwine Road, which was in Fayette County, but was a connective gap for the City. The matching funds could allow the City to partner with other entities on the border areas to make the connections a reality, Rorie said. Connecting all the City and county pieces would create a 13-mile loop.

Changes to the roads project list included increasing resurfacing from seven miles per year to eight miles per year, \$2,820,000. Adding a sixth year to the resurfacing schedule would cost \$3,227,700, and a sixth year of seal coating was \$279,980. Rorie asked to put \$1 million aside to use as matching funds to leverage outside dollars for additional intersection improvements along the SR 54/SR74 corridor. The \$1 million could be converted into as much as \$8 million for projects. If no opportunities for matching funds arose, those funds would revert to road projects already identified in the Tier 1 and Tier 2 projects list.

Rorie said the City Engineer and the traffic consultant from Pond & Company would give a presentation on upcoming Georgia Department of Transportation (GDOT) projects at the end of the meeting, adding numerous hours had been spent with the regional office to look at the City's 2014 traffic study for the corridor and how to get things moving. Short-term improvements in the SR 54/SR 74 corridor would cost \$2.7 million, and those improvements would help ease traffic some. Staff wanted to get those projects on GDOT's Transportation Improvement Program (TIP) in hopes of getting the additional funding, whether it was state or federal dollars.

Learnard asked if the short-term and long-term improvements were on the SPLOST list. Rorie said the improvement projects at MacDuff Parkway/SR 54 and Planterra Way/SR 54 were on the list. The other SPLOST projects were along SR 74 at North Kedron and Crosstown/Peachtree Parkway. Projects at SR 54/SR 74 were also part of Fayette County's list. Rorie said approximately 69% of the SPLOST funds would be dedicated to roads, 21% to multi-use paths, 4% to the Lake Peachtree dam/spillway, 7% to Public Safety, and 2% for Parks and Recreation.

Prebor said the recommended additions looked good. Learnard agreed, adding that she liked that the majority of the SPLOST funds were planned for roads and cart paths.

Rorie said Public Information Officer/City Clerk Betsy Tyler was working on updating the project manual. They needed to move forward. Every city's project list would be included on the other entities' webpage. Rorie said it was a County-wide initiative. He asked for Council's approval to modify the project list, whether by vote or direction. Council consensus was given.

New Agenda Items

10-16-04 Public Hearing – Consider Variance, Stormwater Runoff Requirements, Midwest Food Bank

King noted there had been a request from staff to continue this item until November 3. Learnard moved to continue the Public Hearing for the variance request regarding stormwater runoff requirements for the Midwest Food Bank to November 3. Ernst seconded. Motion carried unanimously.

10-16-05 Consider Extension of Step One Annexation Request – Heritage Assisted Living, SR 54 East

Planning and Community Development Director Mike Warrix said Heritage Peachtree Assisted Living was requesting an extension of the Step One annexation approval. The original request had been granted in October 2014, and the time limit had expired after one year. Per the

annexation ordinance, Council could grant an extension of six months. Staff recommended approval of the request and at least a three-month extension. Staff had been working with the applicant over the last year.

Ernst asked what was taking so long. Warrix said there were different moving pieces involved. The facility was in the process of hooking up to the City's sewer system, and construction was to begin in November. The letter also said they had been unaware of an expiration date. Rorie added that the request was the result of staff follow up on the original request.

King asked Water & Sewerage Authority (WASA) member John Dufresne if he could provide any insight. Dufresne said the hold-up was on Heritage's end. The pump station was in and functioning for the Foot Pain Clinic. He knew there had been issues with contractors, but the only thing left was for them to do their part to hook into the pump station. King asked if WASA had recommended a contractor. Dufresne said they did not recommend contractors for obvious reasons. The main line was WASA's responsibility, and the customer's responsibility was to connect to WASA's line.

Learnard moved to approve the extension of the Step 1 annexation request for Heritage Assisted Living. Ernst seconded. Motion carried unanimously.

10-16-06 Consider Amendments to Peachtree City Convention & Visitors Bureau (CVB) Articles of Incorporation and Bylaws

Mike Regli, CVB chairman, and Jennifer Johnson, CVB executive director, addressed Council regarding the proposed changes to the Articles of Incorporation and Bylaws. Johnson noted that Council had received a bound copy of the state tourism organization's assessment prior to the meeting.

Johnson continued that one of the recommendations included reorganizing the City's eight-member board of directors, saying it was cumbersome and not to industry standards. Council would appoint five members of the proposed seven-member board, including one Council member to serve. The CVB board would appoint two at-large members to one-year terms. The proposal included eliminating one position, which would be the Recreation & Special Events representative. Some of the position requirements were simplified and would a more generalized definition of "tourism/hospitality" rather than hotel/motel representative, recreation venue operator, or business owner. It would provide an opportunity to appoint people who might not have a business/skill in the traditional definition of tourism, but had the right background and skills.

Johnson continued that the biggest change would allow the CVB board to appoint two at-large members, each for a one-year term, especially those working on specific events or projects. It was also a good way to groom future appointees.

Regli reported that the board supported the proposed changes, and agreed the new board composition would be preferable and more effective in promoting tourism. Johnson added that a quorum would always have a majority of City-appointed people.

King said nothing would change from a Council perspective, except for the two at-large members.

The proposed changes included the following:

3.3 Manner of Appointment and Term of Office. *The Board of Directors shall be comprised as follows:*

1. Four (4) members who are citizens of or persons conducting business within the City of Peachtree City with current or previous tourism/hospitality related experience desired to serve a two year term. The Board Members shall serve for a maximum of two consecutive two-year terms. These members shall be appointed by the City Council. The process of appointment used by the City Council shall be the same process utilized for the appointments of members of other boards, authorities and commissions of the city.
2. Two (2) at-large members who are citizens of, or persons conducting business within the City of Peachtree City who is an owner or manager of a tourism/hospitality related business in Peachtree City or has prior tourism related work experience. Such persons to be selected in October of each year by the Peachtree City Convention and Visitors Bureau Board of Directors for a one-year term.
3. One (1) City Council Appointee (ex. City Council Member, City Staff Member or other designated appointee of the City Council). This member can be directly appointed by the City Council as a governing body, or as recommended for appointment by the City's selection committee. The City Council appointee will be appointed to a one (1) year term in October of each year.

Regli continued that, if Council adopted the amendments, the board recommended extending two of the current terms for one year so the roll-off of appointees would be staggered.

Convention and Visitors Bureau (CVB) Board		
Current Board	Action Item	New Board
Rick Adlington Hotel/Motel Alt. 1/1/16 – 12/31/17	Move to Hospitality Sector; change term roll-off date per FY change from Dec. to Sept.	Hospitality Sector - Hotel Rick Adlington 1/1/16 – 9/30/17
Jonathan Fralick Recreation Venue 1/1/15 – 12/31/16	Move to Hospitality Sector; re-appoint to a new term per FY change.	Hospitality Sector - Attraction Jonathan Fralick 10/1/16– 9/30/18
Scott Porter Business Owner 1/1/16 – 12/31/17	Move to Hospitality Sector; change term roll-off date per FY change	Hospitality Sector – Business Owner Scott Porter 1/1/16 – 9/30/17
Mike Regli – Chair Hotel/Motel 1/1/16 – 12/31/17	Move to Hospitality Sector, re- appoint & change term roll-off date per FY change	Hospitality Sector - Hotel Mike Regli – Chairman 10/1/16 – 9/30/18
Mike King Council Member 1/1/16 – 12/31/16	Re-appoint to a new one- year term per FY change	City Appointee Mike King-City Council 1/1/17 – 9/30/17
Vendo Toming Business Owner 2/6/15 – 12/31/16	Convert to "At-Large"; Appoint to initial two year term for transition period	At-Large Appointee CVB Appoints At-Large Member Term to be: 10/1/16 - 9/30/17
Hope Macaluso – Sect/Treas. Airport Authority 1/1/16 – 12/31/17	Convert to "At-Large"	At-Large Appointee Hope Macaluso 10/1/16 - 9/30/17 (next term: 4/1/17-3/31/18)
Eric Snell – Vice Chair Recreation & SE Board 1/1/15 – 12/31/16	Eliminate Position on Board	

Prebor moved to approve New Agenda item 10-16-06 Consider Amendments to Peachtree City Convention & Visitors Bureau (CVB) Articles of Incorporation and Bylaws. Ernst seconded. Motion carried unanimously.

10-16-07 Consider Peachtree City Jobs Grants

Emily Poole, vice-president of economic development for the Fayette County Development Authority (FCDA), noted the City's Jobs and Investment Grant Program had started in 2011. It was designed to encourage jobs creation and capital development in existing and new businesses. The grant, \$500 for each new job, had been awarded to Panasonic last year. Businesses eligible for the grant must have created at least 25 new jobs that paid at or above 125% above the per capita income, or \$45,000 – \$54,000. Assa Abloy and Wencor, two new businesses in the City located in the two former Photocircuits sites, had applied for the grant.

Poole said the FCDA recommended Council approve the applications, noting Wencor had added 34 new jobs (\$17,000 grant) and Assa Abloy had created 28 new positions (\$14,000 grant). The grant funds would be disbursed through the FCDA.

Learnard said she knew Assa Abloy made locks and lock parts, asking what Wencor did. Poole said Wencor was an aviation group that had consolidated, then moved their corporate operations and warehouse operations to the City.

Ernst moved to approve New Agenda item 10-16-07 Peachtree City Job Grants. Learnard seconded. Motion carried unanimously.

Council/Staff Topics

Hot Topic – Temporary Burn Restrictions Due to Drought Conditions

Fire Marshal John Dunlap reported that Fayette County was now in severe/extreme drought, and there was only one higher category left. There had been some fires that had gotten into the greenbelts during the last week. One of the issues was that City ordinances required outdoor fires to be 50 feet away from structures, which for many was on the back of the property near the greenbelt. The dryness of the brush was a concern. There had been two fires, one on Landauet Lane and one on Terrane Ridge, which had rekindled from earlier fires and burned over an acre. No burn permits would be issued until there was a change in the weather pattern.

Learnard asked if there had been any warnings regarding water. Tyler said she had checked the status of water restrictions, which were issued through the Department of Natural Resources, and Fayette County was one of 53 counties in the Level 1 Drought, which did not change the use of water. An increase in public education was required, but there were no additional restrictions.

GDOT Projects Overview

City Engineer Dave Borkowski and Richard Fangmann from Pond & Company, the City's traffic consultant, gave an update on GDOT plans, as well as City plans. Rorie said a lot of time had been spent looking at the projects to see if things could start moving forward. Some projects were finalized.

Borkowski noted that SR 54 would be resurfaced from the Coweta County line through the City of Fayetteville in March – April of 2017. Some portions would be repaved, and other areas would get full depth reclamation (FDR). Rorie added staff had asked GDOT to do as much work as possible at night.

Borkowski noted the 2014 traffic study, saying a 60% increase in traffic was predicted on SR 54 by 2040 (35,000 vehicles per day to 60,000 vehicles per day), and the predicted increase on SR 74 would be 13% (29,000 vehicles per day to 33,000 vehicles per day). Recommendations to improve traffic flow ranged from \$17 million to \$27 million.

Borkowski briefly discussed the proposed short-term improvements planned along SR 54 at MacDuff Parkway, Line Creek Drive, Planterra Way, Marketplace Boulevard, and Commerce Drive. On SR 74, the improvements included a signal at Aberdeen Parkway and widening the left turn lane from SR 74 onto SR 54 going east. In addition, an interparcel access road through Line Creek Nature Area was needed between The Overlook and MacDuff Crossing. A continuous flow intersection (CFI) was in GDOT's plan for the SR 54/SR 74 intersection.

GDOT's plans for Planterra Way included a quick response project in February/March of 2017 that would extend the left-turn lane storage into the Walmart area from SR 54, Borkowski said, adding that currently the traffic in the left-turn lane backed up into the through traffic. A GDOT quick response project was capped at \$200,000 so the projects could be done quicker.

Borkowski continued that GDOT was looking at the proposed long-term improvements in the City's study for the SR 54/SR 74 intersection itself, specifically a CFI that moved left-turning vehicles across the opposing direction of traffic prior to reaching the intersection. The design removed the need for a protected left turn phase and allowed use of a simple two-phase signal. The other option was a grade-separated overpass for left turns that also allowed for a two-phase signal. Rorie emphasized that the CFI was a concept plan that GDOT had loaded in as a project, and there could be changes. It was not an engineered plan at this point. The cost range for the long-term improvements was \$5 million – \$15 million.

King referred to a video that had been shown showing how a similar intersection in Florida would work, and he noted the narration said the intersection handled 1,400 cars an hour. He said that was approximately 5,000 an hour if that number was for each of the four directions. The City had more than 29,000 vehicles coming into the City every morning. He was concerned that the capability of the CFI would be maxed out before it was operating. Fangmann said the example showed 1,400 cars per hour, but that was not the maximum capability of the CFI. King asked if the CFI would be worth it if the intersection actually needed improvements capable of handling a lot more traffic. Fangmann said there was a capacity problem overall on SR 54. The various improvements chipped away at the problem. The biggest challenge of this intersection was the left turn coming northbound from SR74 onto SR 54. Their analysis of the CFI showed it could be used into the future as an alternative to the grade separation. King asked what the maximum capacity per hour of a CFI would be. Fangmann said he would have to run the numbers as there were many variables to consider. King said that, if this was done, it should at least be effective for eight – 10 years.

King noted there were no pedestrian crossings, asking if golf carts could be part of the equation. Fangmann said more of the movements would be protected by a traffic signal, so it would be simpler for someone walking across the intersection, but they could work on it.

Rorie said there was a lot going on in this corridor with the paving and the lane extensions, adding there was also a need for more lane extensions at SR 74/SR 54, SR 54/MacDuff Parkway, but the primary need was going in and out of the retail area at Planterra. GDOT was trying to use some of its quick response funds to help with the situation. The CFI was being considered as an improvement with a construction timeline of 2020. Staff's response to the CFI was the long-term outcome and what options were available to make if a long-term project in reality (20 years or 50 years).

Borkowski said GDOT would hold public meetings on the CFI.

Learnard asked if 2020 was when GDOT would have discussions or start engineering plans. Rorie said GDOT staff had indicated construction would be in 2020. They were already analyzing the project. Prebor said they would just be getting traffic through the intersection faster to stop further down the highway.

Fangmann said there were two CFIs under construction now in Gwinnett County. Fangmann said traffic would be loaded onto the road, and that was part of the discussion about additional capacity, particularly in the commercial area along SR 54. The County's Comprehensive Plan was coming up, and some of the larger projects could be carried through the process for federal funds by the County and the Atlanta Regional Commission.

Prebor asked Rorie to keep working on having the repaving start in Fayetteville so the bridge and MacDuff Parkway would be completed before GDOT was working in the City. Rorie said the timing for the City's intersection projects was also important. It made no sense for GDOT to do the lane improvements and repaving, only to have the City tear it up. The engineered plans for Planterra Way and MacDuff were complete. Borkowski said GDOT needed paper sets of the plans to get driveway permits, and he would need a few months to get easements, then the City would be ready to go. Rorie said the projects needed to be lined up so they made sense.

Executive Session

Learnard moved to convene in executive session to discuss personnel at 8:33 p.m. Ernst seconded. Motion carried unanimously.

Learnard moved to reconvene in regular session at 8:50 p.m. Ernst seconded. Motion carried unanimously.

There being no further business to discuss, Learnard moved to adjourn the meeting. Ernst seconded. Motion carried unanimously and the meeting adjourned at 8:51 p.m.

Pamela Dufresne, Deputy City Clerk

Mike King, Mayor Pro-tem

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager 

FROM: Deputy City Clerk 

DATE: October 21, 2016

SUBJECT: Alcohol License – NEW – Goto, LLC
November 3, 2016, Council Meeting

Recommendation:

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

Discussion:

Goto, LLC, 2015 100 Commerce D, Suite 273, has submitted a request for a new alcohol license. Ms. Mariko Mibayashi has requested she be appointed as the Licensee. Mr. Gartrell Jackson has requested he be appointed as the License Representative.

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, wine, and distilled spirits, which is \$5,000 annually. If they desire to serve on Sundays, an additional \$500 is required annually.

Attachments

Application For Alcoholic Beverage License

Business Name: Goto, LLC	Business Location: 100 Commerce Drive Suite, 273, Peachtree City, GA 30269	
Nature of Business: Japanese Cuisine	Mailing Address: 100 Commerce Drive Suite, 273, Peachtree City, GA 30269	Business Phone Number: 4048497065
Name of Licensee: Mariko Mibayashi	Home Address: 10 Watson Wynd Sharpsburg, GA 30277	Home Phone Number: 2068541575
Name of License Representative: Gartrell D. Jackson	Home Address: 10 Watson Wynd Sharpsburg, GA 30277	Home Phone Number: 4048497065

Please indicate type of licenses applying for:

Retail Consumption Dealer ☒	Retail Package Dealer ☐	Wholesale Dealer ☐
Malt Beverage ☒	Malt Beverage ☐	Malt Beverage ☐
Wine ☒	Wine ☐	Wine ☐
Distilled Spirits ☒	Distilled Spirits ☐	Distilled Spirits ☐

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

NAME	ADDRESS	PHONE NUMBERS
Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.	Please provide Home Addresses for the individuals listed:	Please provide Home and Business Phone Numbers for individuals listed:
Mariko Mibayashi	10 Watson Wynd Sharpsburg, GA 30277	2068541575
Gartrell D. Jackson	10 Watson Wynd Sharpsburg, GA 30277	4048541575

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: _____

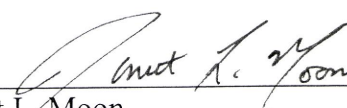
State of Georgia

City of Peachtree City

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

Mariko Mibayashi
10 Watson Wynd
Sharpsburg, GA 30277

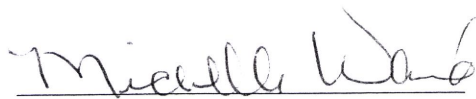
has been investigated and found not to have been convicted of, nor to have entered a plea of nolo contendere, to any felony or misdemeanor relating to the sale or use of alcoholic beverages or illegal narcotics or drugs within five (5) years prior to the date of the application for this license.



Janet L. Moon
Chief of Police

10/11/16

Date



Witness

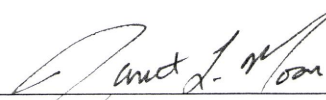
State of Georgia

City of Peachtree City

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

Gartrell D. Jackson
10 Watson Wynd
Sharpsburg, GA 30277

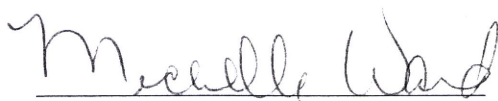
has been investigated and found not to have been convicted of, nor to have entered a plea of nolo contendere, to any felony or misdemeanor relating to the sale or use of alcoholic beverages or illegal narcotics or drugs within five (5) years prior to the date of the application for this license.



Janet L. Moon
Chief of Police

10 / 11 / 16

Date



Witness

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: City Council and Mayor
VIA: Jon Rorie, City Manager 
FROM: Janet Moon, Chief of Police 
DATE: October 24, 2016
SUBJECT: Mutual Aid Agreements
City Council Agenda – November 3, 2016

Recommendation:

Staff recommends that all existing Mutual Aid Agreements between the Peachtree City Police Department and the below listed agencies be approved.

Discussion:

The appointment of a new Chief of Police within the Peachtree City Police Department requires that new mutual aid agreements be executed to replace existing agreements with the following agencies:

Newnan Police Department
Fayetteville Police Department
Senoia Police Department
Fairburn Police Department
Tyrone Police Department

Coweta County Sheriff's Office
Fayette County Sheriff's Office

Budget Impact:

There is no budget impact concerning this agreement.

MUTUAL ASSISTANCE AGREEMENT

Between the Peachtree City Police Department and the Newnan Police Department.

It is hereby recognized that it is the policy of the undersigned law enforcement agencies to exist in and provide for positive and mutually beneficial public safety services with one another for the benefit of the citizens in our respective jurisdictions.

The undersigned departments further state that they shall provide to one another that assistance (as is available) which may be required in critical and emergency situations to ensure that the requesting agency is capable of performing its public safety function as mandated by law. It is understood that the assisting agency will provide only that manpower and equipment which can be reasonably loaned without endangering its own public safety mission.

The assisting agency (the agency from whom assistance is requested) shall consider its personnel to be operating in an on-duty capacity and as such shall provide for its employees life and workers compensation insurance as if the employee were on a normal and routine tour of duty.

Those requesting agency (the agency requesting assistance from the other department) shall immediately contact the Sheriff of their County and ask that he assist with their request thereby ensuring that personnel from the assisting agency have the power to arrest and detain as provided by law within the jurisdiction of the requesting agency.

The following procedure shall be followed by all personnel authorized to request assistance from agencies entering into this Mutual Aid agreement.

1. The Chief Executive Officer or his designee shall be authorized to request assistance or authorized to approve requests for assistance which arise from states of emergency, actual or imminent. As used herein, the term "Chief Executive Officer shall be the Mayor or City Manager of the requesting agency.
2. The Chief Executive Officer or his designee, shall be authorized to request assistance or authorized to approve requests for assistance which arise from public occurrences which require rapid response of short duration.
3. Requests for assistance for public occurrences of short duration and states of emergency shall be documented by the official authorized to make such a request.
4. Whenever possible, jurisdictions party to the Mutual Aid Agreement dated _____, _____, shall alert other jurisdictions of the need to stand-by for possible assistance.
5. The requests for assistance shall include the following:
 - a. The name and position of the official making the request.
 - b. The nature of the emergency or public occurrence, and location.

- c. The number of personnel requested, and whether specialized personnel are essential to the assistance.
 - d. The type of equipment needed for assistance.
 - e. The name and rank of the officer to which the assisting personnel shall report.
6. The Chief Executive Officer, or his designee of the assisting agency, shall evaluate all requests for assistance and shall promptly advise the requesting agency of the number of personnel, specialized units, and equipment that will be provided.

Deployment of Assisting Personnel

- 1. Whenever possible, assisting personnel shall be deployed as a unit, with supervision from the members of their command.
- 2. Assisting personnel shall be deployed as supporting units whenever possible.
- 3. The assisting agency personnel shall respond to all lawful directives issued by the ranking officer of the requesting agency. Such directives, which are contrary to law, or the orders, regulations and rules of the assisting agency, shall not be recognized.
- 4. The withdrawal of personnel or equipment shall be with the agreement of the requesting and assisting agencies, if possible. Either the requesting or assisting agency shall cause the withdrawal of personnel and equipment if agreement is not reached. Notification shall be given upon withdrawal.
- 5. The requesting agency shall bear the responsibility through whatever means at hand, including the use of state-wide channels for ensuring that every operable unit has the capability for radio communications with a first line supervisor and the central dispatch center in use.
- 6. Both agencies agree that all fuel expenditures beyond the first tank will be provided by the requesting agency, lodging and meals responsibilities shall be borne by the requesting agency and salary expenses shall be borne by the employee's own department as is reasonable.
- 7. It shall be the responsibility of the County Sheriff (as is required by law) to operate the necessary detention facilities be they permanent or temporary including the need for such services in the event of mass arrests. This responsibility shall include processing of said individuals. The arresting agency shall make every effort to cooperate with the Sheriff and assist where possible and shall provide for the transportation of the arrestees to the detention facility.

GENERAL INFORMATION

- (A) At the time of this signing, the **Peachtree City Police Department** has at its disposal 65 sworn personnel, 57 marked patrol vehicle(s), 12 unmarked police vehicle(s), 1 SWAT Team(s), 2 Hostage Negotiator(s), 1 Prisoner transport vehicle(s), 0 Dive Team(s), 0 fixed or rotary wing aircraft, 0 motor boat(s), 4 four wheel drive all-terrain vehicle(s), 2 Motorcycles, 2 Golf Carts, 1 F250 Marked Truck, 1 Lighting Trailer, 2 VMS SMART Trailer, 1 ATV Trailer, 1 Emergency /Accident Response Stocked Trailer, and 1 Canine Officer(s).
- (B) At the time of this signing, the **Newnan Police Department** has at its disposal ____ sworn personnel, ____ marked patrol vehicle(s), ____ unmarked patrol vehicle(s), ____ SWAT Team(s), ____ Hostage Negotiator(s), ____ Prisoner transport vehicle(s), ____ Dive Team(s), ____ fixed or rotary winged aircraft, ____ motor boat(s), ____ four wheel drive all-terrain vehicle(s), and ____ Canine Officer(s).

It is understood that the undersigned agencies will review and update this agreement as needed. The term of this Agreement shall be for fifty (50) years; provided, however, that either party may terminate this agreement by providing thirty (30) days written notice to the other party. It is further understood that this agreement may be amended at anytime by either party after filing a 30 day written notice or intent with the second party. The agencies agree to abide by all local, state and federal laws as they relate to the privacy and security of personnel and criminal justice records and all regulations relative to non-discrimination practices concerning political affiliation, religion, race, color, sex, physical handicaps, age or national origin.

In witness whereof, said agency's Chief Executive Officers have hereto set their hands and affixed their seals the day and year first written.

DATE: _____

Signed, sealed and
delivered as to agency,

Signed, sealed and
delivered as to agency,

NEWNAN POLICE DEPARTMENT

PEACHTREE CITY POLICE
DEPARTMENT

By: _____
DOUGLAS "BUSTER" MEADOWS
Title: Chief of Police

By: _____
JANET. L MOON
Title: Chief of Police

CITY OF NEWNAN

CITY OF PEACHTREE CITY

By: _____
KEITH BRADY

By: _____
VANESSA FLEISCH

Title: Mayor

Title: Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: Jonathan Rorie, City Manager 

FROM: Joe O'Connor, Fire Chief 

DATE: October 17, 2016

SUBJECT: Approval of Renewal Memorandum of Agreement with Southern Crescent Technical College

Recommendation:

The Fire Department requests the Mayor and Council approve and direct the City Manager to sign the attached memorandum of agreement with Southern Crescent Technical College for the purpose of providing clinical experience to their students.

Discussion:

Many members of our community, including some of our firefighters, have participated in Emergency Medical Technician (EMT) training through the program offered by Southern Crescent Technical College. The College also offers training in Fire Science. Every Fire Science & EMT student is required to gain clinical experience during their course to understand the challenges of the fire service and providing emergency medical care in the pre-hospital setting.

The agreement would allow the experienced men and women of the Peachtree City Fire & Rescue Department to serve as clinical preceptors for Southern Crescent Technical College's program. We believe this would be a positive experience for both the students and our staff, potentially creating the opportunity to recruit additional trained and certified members for our team.

Budget Impact:

This project should have no budget impact.



Peachtree City Fire - Rescue
Rosemary Griffin
105 North Peachtree Parkway
Peachtree City, Georgia 30269

Ms. Griffin,

The current agreement between Peachtree City Fire - Rescue and Southern Crescent Technical College (SCTC) expired September 10, 2016. SCTC would like to renew the memorandum of agreement for our Public Safety programs. Enclosed are two signed original memorandum of agreements for renewal after your review, please sign, and keep one copy for your file and send one copy to:

Southern Crescent Technical College
Attn: Annie Tucker
501 Varsity, Road
Griffin, Georgia 30223

Thank you for your willingness to be an integral participant in the education of our future medical providers, by serving as a clinical affiliate for our Public Safety Programs.

Thanks,

A handwritten signature in blue ink that reads "Annie Tucker".

Annie Tucker

Allied Health Administrative Assistant
770-229-3325
atucker@sctech.edu

Butts County Center
1578 Highway 16 West
Jackson, Georgia 30233
770.504.7590

Flint River Campus
1533 Highway 19 South
Thomasston, Georgia 30286
706.646.6148

Griffin Campus
501 Varsity Road
Griffin, Georgia 30223
770.228.7348

Henry County Center
300 Lakemont Drive
McDonough, Georgia 30253
770.914.4411

Jasper County Center
112 Industrial Park Drive
Monticello, Georgia 31064
706.468.9930

Taylor County Center
196 East Main Street
Butler, Georgia 31006
478.862.2323

www.sctech.edu

Southern Crescent Technical College is a Unit of the Technical College System of Georgia and an Equal Opportunity Institution

Memorandum of Agreement
between
Southern Crescent Technical College
and
Peachtree City Fire- Rescue

I. Purpose

The purpose of this Memorandum of Agreement ("Agreement") is to provide instruction and practice for Southern Crescent Technical College Students ("Students") at Peachtree City Fire - Rescue. The instruction and practice is intended to benefit the College's Students in accomplishing their educational goals and create a highly trained work force.

II. Parties

Southern Crescent Technical College (hereinafter the "College") and Peachtree City Fire - Rescue (hereinafter the "Facility").

III. Affiliating Agreement

This is a mutual Agreement between the Facility and the College that provides for the Facility to accept Students in the Paramedic and Fire Fighter programs for College faculty coordinated clinical experience in the Students' field of study. In addition, this agreement provides:

- A. Educational experiences will be provided by the College and the Facility without regard to race, color, national origin, sex, religion, disability, genetic information or age of the persons involved. Provided however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude Participant's participation in the program.
- B. While the educational experiences contemplated by this agreement shall be offered jointly, the College shall maintain control over the curriculum offered the College's Students and the Facility shall maintain control and responsibility for its patients/clients.
- C. Educational experiences will be of such content and cover such periods of time as may from time to time be mutually agreed upon by the College and the Facility. The starting and ending date for each individual educational experience shall be agreed upon before the experience commences.

Memorandum of Agreement
Peachtree City Fire - Rescue

- D. The number of Students participating in each educational experience shall be determined by mutual agreement of the parties and at any time may be modified by mutual agreement.
- E. The Facility will serve as a clinical laboratory and will furnish facilities for the Students in such manner and at such time as the parties herein mutually agree.
- F. The Facility will not be required to provide free treatment for Students or College faculty. Students or College faculty may request treatment from the Facility at their own personal expense. The College does not accept any liability or responsibility whatsoever for treatment individually requested by a College Student or College faculty member.
- G. Clinical rotation(s) will be planned by the College faculty of the College program(s), in conjunction with the Facility's representative, in order to meet requirements mandated by the College or licensing/certification Board.
- H. No College faculty or Student will receive monetary or other type of reimbursement from the Facility for work done during the clinical rotation. Nor shall any College faculty or Student hold him or herself out as an employee or agency of the Facility during the clinical rotation.

IV. The Facility Agrees To The Following:

- A. Provide a program of clinical experience for the Students to engage in so as to benefit their knowledge of the Student's program of study at the College. The number of hours and experience may vary each year but will be mutually agreed upon with the College.
- B. The Facility will retain responsibility for the care of the patients, clients and/or customers and will maintain administrative and professional supervision of Students, insofar as their presence affects the operation of the Facility and/or patient, client or customer care.
- C. Observe the following personnel policies:
 - 1. College faculty and Students will be permitted to observe the College's calendar for holidays and events.
 - 2. Students will be allowed to make up time lost due to unavoidable absences.

Memorandum of Agreement
Peachtree City Fire - Rescue

3. Students shall wear the accepted College uniform or conform to Facility policies regarding acceptable dress during the clinical experience.
 4. Faculty employed by the Technical College System of Georgia ("TCSG") or the College will be under the full jurisdiction of the College's administration.
- D. The Facility shall maintain insurance as it deems advisable to protect itself as appropriate given the College's limitations on liability for damages as described below in Paragraph V, subsections (I), (J) and (K).
 - E. Make provisions for orientation of College faculty members to the facilities, philosophies, and policies of the respective Facility. Such orientation shall include instruction on the Facility's privacy policies and procedures, particularly as related to patient health or other confidential information.
 - F. Assist in the orientation of the Students to the Facility and clear channels of administration for the use of equipment and records as necessary for teaching purposes and in accordance with Facility policies. Such orientation shall include instruction on the Facility's privacy policies and procedures, particularly as related to patient health or other confidential information.
 - G. In a case of improper exposure to bodily fluids, airborne tuberculosis, pathogens, antibody and or antigen by a Student or College faculty member, the Facility will use its best efforts to appropriately test the source patient and to obtain the patient's consent for disclosure of test results to the College's infection control personnel.
 - H. Facility staff shall, upon request, assist the College and College faculty in the evaluation of the learning and performance of participating Students. The Facility agrees to keep confidential any Student records or information it may obtain unless it has otherwise obtained prior written consent of the Student.
 - I. Provide on the job training that complies with the Fair Labor Standards Act regarding trainees by meeting all six of the following criteria:
 1. The training, even though it includes actual operation of the Facility, is similar to that which would be given at the College;
 2. The training is for the benefit of the Students;

Memorandum of Agreement
Peachtree City Fire - Rescue

3. The Students do not displace regular employees of the Facility, but work under constant supervision of Facility employees;
 4. The Facility that provides the internship derives no immediate advantage, economic or otherwise, from the activities of the Students and, on occasion, the operations of the Facility may even be impeded;
 5. The Students are not necessarily entitled to a job at the Facility at the conclusion of the training period; and
 6. The Facility and the Students understand that the Students are not entitled to wages for the time spent in training.
- J. Provide a safe work environment for College faculty and Students.
- K. Assist and cooperate with the College in investigations related to complaints related to the educational experience at the Facility.

V. The College Agrees To The Following:

- A. Ensure that the College's Student Code of Conduct is enforced for the Students at the Facility. Any Student whose behavior, conduct, attitude, or attire is in conflict with the College's Student Code of Conduct will be subject to appropriate disciplinary actions.
- B. Provide College faculty in accordance with the required student-faculty ratio as mandated by the state licensing/certification agency or by the local Facility regulation(s).
- C. Provide College faculty who have experience in specialty area where they will be supervising Students.
- D. Assure that Students with unsatisfactory performance in the classroom and/or clinical practicum will not be placed on clinical assignments.
- E. Provide specific written clinical behavioral objectives for the Facility staff prior to Student rotation. Conferences will be scheduled with Facility staff during rotation to discuss Student learning, Student performance, and patient services.
- F. Submit a schedule with names of attending Students at least two weeks prior to the beginning of the Student's first day at the Facility.

Memorandum of Agreement
Peachtree City Fire - Rescue

- G. Provide for all administrative functions required by the Facility necessary for smooth operation of the program (i.e., joint review of the use of clinical facilities).
- H. Require the observance of Facility policies and procedures by the Students and faculty.
- I. Assure that each Student and College faculty member has professional liability insurance with minimum coverage of one million dollars to cover his or her acts or omissions.
- J. The College is self-insured under the State of Georgia, Department of Administrative Services, Risk Management Division, against tort claims, including comprehensive automobile liability, in the amount of one million (\$1,000,000) per person and three million (\$3,000,000) per occurrence; the College also maintains workers' compensation insurance through the State of Georgia.
- K. The College is prohibited by the Constitution of Georgia from contracting to indemnify or hold harmless any individual or entity. Article VII, Sec. 4, Paragraph 8; Article III, Sec. 6, Para. 6, Constitution of the State of Georgia. The College will be liable only for personal injury or property damage caused by acts or omissions of its employees in the performance of this contract to the extent provided by the Georgia Tort Claim Act (O.C.G.A. § 50-21-20 et seq.)
- L. The College shall, to the extent required by law or policy, offer to Students and College faculty at substantial risk of directly contacting body fluids or airborne tuberculosis, pathogens, antibody and or antigen testing and vaccination in accordance with requirements of the Occupational Health and Safety Administration and the Centers for Disease Control and Prevention. The College shall follow then current Technical College System of Georgia Policy following an exposure of a college faculty or Student.
- M. Maintain the following information on each Student and College faculty member who will be participating in clinicals:

(Examples, name, address, insurance information, etc.)

VI. Withdrawal of Student from Facility

- A. The Facility may request the College withdraw any Student from the educational experience at the Facility whose work or conduct may have a detrimental effect on patients or personnel; and/or reserves the right not to accept any Student who has previously been discharged by the Clinical Institute for non-discriminatory reasons, including but not limited to criminal or fraudulent activity, perceived lack of competency or failure to comply with the policies, procedures and rules of the College or Facility.
- B. The College may request the withdrawal from the Facility of any Student whose progress, achievement, or adjustment does not justify continuance in the educational experience at the Facility.

VII. Representatives

Any communication regarding this contract should be directed to the following representatives:

For the College:

Carl Raymond, Fire Science Director
Lynette McCullough, EMS Director

For the Facility:

Chief Joe O'Connor

VIII. Prohibition of Gratuities

All of the parties hereby certify that the provisions of O.C.G.A. § 45-10-20 through § 45-10-28, which prohibit and regulate certain transactions between State Officials, employees and the State of Georgia, and O.C.G.A. § 45-1-6, which prohibits gratuities, have not been violated and will not be violated in any respect throughout the term of this Contract.

IX. Additional Mutual Agreements

Memorandum of Agreement
Peachtree City Fire - Rescue

X. Miscellaneous

A. Term

1. The terms and conditions of this agreement shall be periodically reviewed by the parties.
2. This agreement will remain in full effect from October 4, 2016 until October 30, 2019.
3. Either party may terminate this agreement upon a 90 day notice in writing to the other party. However, if either party wishes to terminate this agreement it is understood that Students then enrolled in the educational experience at the facility shall be given the opportunity to complete the educational experience.

B. Entire Agreement

This Agreement, together with any documents incorporated herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or contracts. No written or oral agreements, representations, statements, negotiations, understandings, or discussions which are not set out, referenced, or specifically incorporated into this Agreement shall in any way be binding or of effect between the parties.

C. Assignment

Neither party shall assign this Agreement, in whole or in part, without the prior written consent of the other party, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect.

D. Applicable law

This Agreement shall be governed in all respects by the laws of the State of Georgia.

E. Amendments in Writing

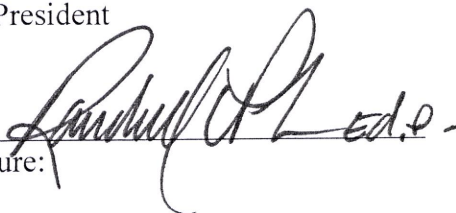
No amendment of this Agreement, or any of the terms or provisions hereof, shall be binding upon either party except by a writing executed by both parties.

Memorandum of Agreement
Peachtree City Fire - Rescue

Southern Crescent Technical College

Peachtree City Fire - Rescue

Randall L. Peters, Ed.D
Title: President

Signature: 

By: [Print Name]
Title

Signature:

Date: 10.10.16

Date

Southern Crescent Technical College does not discriminate on the basis of race, color, creed, national or ethnic origin, gender, religion, disability, age, political affiliation or belief, genetic information, disabled veteran, veteran of the Vietnam Era, spouse of military member or citizenship status (except in those special circumstances permitted or mandated by law). This nondiscrimination policy encompasses the operation of all technical college-administered programs, programs financed by the federal government including any Workforce Investment Act of 1998 (WIA) Title I financed programs, educational programs and activities, including admissions, scholarships and loans, student life, and athletics. It also encompasses the recruitment and employment of personnel and contracting for goods and services. The following persons has been designated to handle inquiries regarding the nondiscrimination policies: Title IX/Equity Coordinator (Griffin Campus, Butts County Center, Henry County Center, and the Jasper County Center) Toni Doaty, Griffin Campus, Room 303, 501 Varsity Road, Griffin, GA 30223, (770)228-7382, tdoaty@sctech.edu; ADA/Section 504 Coordinator (Griffin Campus, Butts County Center, Henry County Center, and the Jasper County Center) Teresa Brooks, Griffin Campus, Room 303, 501 Varsity Road, Griffin, GA 30223, (770)228-7258, tbrooks@sctech.edu; Title IX/Equity and ADA/Section 504 Coordinator (Flint River Campus and Taylor County Center) Mary Jackson, Thomaston Campus, Room 252A, 1533 Highway 19 South, Thomaston, GA 30286, (706)646-6224, mjackson@sctech.edu. Title IX/Equity and ADA/Section 504, (Employee complaints) Sharon Irby, Griffin Campus, Human Resources, 501 Varsity Road, Griffin, Georgia 30223, (770)229-3454, sirby@sctech.edu. Any complaints filed against the Title IX/Equity Coordinator or ADA/Section 504 Coordinator on any campus/center shall be handled by Xenia Johns, Griffin Campus, Room 700, 501 Varsity Road, Griffin, GA 30223, (770)228-7348, xjohns@sctech.edu.

ADDITIONAL PROVISIONS TO BE INCLUDED AS REQUESTED:

Background Check and Drug Screen

Before the Student begins his or her educational experience at the Facility, the College shall advise each Student that he/she will be required to submit to a background check by utilizing Advantage Students. The background check shall be considered complete if it contains: Information prepared by a reputable agency in the business of conducting background checks and whose database includes at least the State of Georgia and all contiguous states attesting that the Participant has not been convicted of a felony or misdemeanor within the past seven (7) years. Said background check shall be at Student Participant's sole expense. Results of the background check shall be provided to the Facility. The Facility shall have the right to require the withdrawal of any Student if he or she fails to meet the standards established by the Facility for an acceptable background check. Drug screening documentation of a negative 10-panel plus oxycodone (11-panel drug screen) report will be provided on all students.

Confidentiality

Students and College Faculty shall not disclose to any third party, except as permitted or required by law or approved by the Facility in writing, any medical record or other patient information. Students and College faculty shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations and policies of the Facility regarding the confidentiality of patient information.

College acknowledges that the Facility must comply with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320 et seq. ("HIPAA") and its related regulations. College, Students and College faculty shall not request, use or further disclose any Protected Health Information ("PHI") other than for the treatment and training purposes specified in this Agreement. The College will promptly report to the Facility any uses or disclosures of which the College becomes aware of PHI in violation of this Agreement.

Memorandum of Agreement
Peachtree City Fire - Rescue

Licensing

The College will not knowingly assign any College faculty to the Facility who is not appropriately licensed or certified, and will make evidence of the licensure or certification of its assigned faculty available to the Facility upon request.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jonathan N. Rorie, City Manager *JR*
Paul J. Salvatore, Director of Financial Services *P.S.*
Angela R. Egan, Purchasing Agent *ARE*

FROM: Philip Abbott, IT Manager *PA*

DATE: October 26, 2016

SUBJECT: Approve IBM Corporation as a Brand Name Vendor for
Production, Back-up and Police Video Storage and approve purchase
November 3, 2016 Council Agenda

RECOMMENDATION: Staff recommends the City Council authorize City staff to brand name IBM Corporation for the purchase of additional production storage, back-up storage, P.D. video storage and authorize the purchase for the not to exceed state contract price of \$103,988.20.

DISCUSSION: As expected, staff is extremely pleased with the IBM storage currently in use. As this is an expansion to the existing storage systems, no other manufacturer's storage is compatible.

The required storage hardware and software are available on state contract. IBM does sell directly to end users but the best price is this direct program on the state contract for state of Georgia entities. In this instance, CPak is an agent on this program and will assist in processing this order.

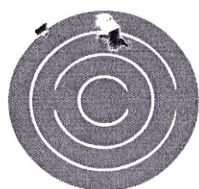
State Contract quotes are as follows:

Production Storage - \$36,506.55

Back-up Storage - \$29,971.45

P.D. Video Storage - \$37,510.20

Budget Impact: Funds are available in the 2017 Capital Improvement Program budget and state contract pricing is less than budgeted.



Cpak
Technology Solutions

Production Storage

Quote

Date	Quote #	Account Manager
Oct 13, 2016	CPKQ24004	Christin Lepore

Quote Prepared For:

Philip Abbott
Peachtree City
153 Willowbend Road
Peachtree City, GA 30269

Issue Purchase Order to:

IBM Corporation
c/o Cpak Location ID # 98815
P.O. Box 534151
Atlanta, GA 30353-4151
Fax: 706-298-4537
E-mail: sales@cpak.com
State Contract: SWC90813-02
Federal ID#: 13-0871985
SciQuest Vendor ID # 000004543

Qty	Part Number	Description	Unit Price	Extended Price
Hardware:				
1	2078-24E	V5000 SFF Expansion	\$30,710.55	\$30,710.55
1	9730	Power Cord - PDU Connection	\$0.00	\$0.00
18	AC52	600GB 15K 2.5 Inch HDD	\$0.00	\$0.00
2	ACTA	0.6m SAS Cable (mSAS HD)	\$0.00	\$0.00
1	ADN1	Order Type 1 - CTO	\$0.00	\$0.00
1	AG00	Shipping and Handling NC	\$0.00	\$0.00
Software:				
1	5639-XT7	IBM Spectrum Virtualize Software for Storwize V5000 Expansion Software	\$0.00	\$0.00
1	1	Base Per Storage Device with 1 Year SW Maint	\$4,140.00	\$4,140.00
1	5639-XTC	Spectrum Virtualize Software for Storwize V5000 Expansion Maint (Reg): 3 Yr	\$0.00	\$0.00
1	1	Base Per Storage Device SW Maint 3 year Reg	\$1,656.00	\$1,656.00

In accordance with IBM's fee payment policy for IBM Business Partners' marketing activities to public sector end users, that results in an IBM sale of products and/or services, we are disclosing the fact that as a result of any such sale to you by IBM, we may receive a fee from IBM for such marketing activities. We will also provide a copy of this disclosure notification to IBM for their records.

Pricing and availability may change. Please contact Cpak for current information.

Cpak Technology Solutions
133 Main Street - LaGrange, GA 30240
Phone: 706-883-7664 Fax: 706-298-4537 E-mail: sales@cpak.com

Qty	Part Number	Description	Unit Price	Extended Price
Services:				
1	6942-CON	Contract Coverage (N/C codes)	\$0.00	\$0.00
1	96	ServiceElite	\$0.00	\$0.00
1	6942-HMA	Hardware Maintenance (N/C codes)	\$0.00	\$0.00
1	25	Hardware Maintenance Selected	\$0.00	\$0.00
1	50	Request Proposal for Prices	\$0.00	\$0.00
1	6942-TCS	Terms (N/C codes)	\$0.00	\$0.00
1	50	Request Proposal for Prices	\$0.00	\$0.00
1	53	Prepay Billing 3 Year Term	\$0.00	\$0.00
1	6948-R05	Basic Care for Storage Systems	\$0.00	\$0.00
1	7313	Request Proposal for Prices	\$0.00	\$0.00
1	9244	Basic Care for Storwize V5000 Expansion with WSU	\$0.00	\$0.00
SubTotal			\$36,506.55	
Tax			\$0.00	
Grand Total			\$36,506.55	

In accordance with IBM's fee payment policy for IBM Business Partners' marketing activities to public sector end users, that results in an IBM sale of products and/or services, we are disclosing the fact that as a result of any such sale to you by IBM, we may receive a fee from IBM for such marketing activities. We will also provide a copy of this disclosure notification to IBM for their records.

Pricing and availability may change. Please contact Cpak for current information.

Cpak Technology Solutions
133 Main Street - LaGrange, GA 30240
Phone: 706-883-7664 Fax: 706-298-4537 E-mail: sales@cpak.com

**Cpak**

Technology Solutions

*Backup
Storage***Quote**

Date	Quote #	Account Manager
Oct 13, 2016	CPKQ23788-A	Christin Lepore

Quote Prepared For:

Philip Abbott
Peachtree City
153 Willowbend Road
Peachtree City, GA 30269

Issue Purchase Order to:

IBM Corporation
c/o Cpak Location ID # 98815
P.O. Box 534151
Atlanta, GA 30353-4151
Fax: 706-298-4537
E-mail: sales@cpak.com
State Contract: SWC90813-02
Federal ID#: 13-0871985
SciQuest Vendor ID # 000004543

Qty	Part Number	Description	Unit Price	Extended Price
Hardware:				
1	2078-24E	V5000 SFF Expansion	\$24,175.45	\$24,175.45
1	9730	Power Cord - PDU Connection	\$0.00	\$0.00
16	AC71	2TB 7.2K 2.5 Inch NL HDD	\$0.00	\$0.00
2	ACTA	0.6m SAS Cable (mSAS HD)	\$0.00	\$0.00
1	ADN1	Order Type 1 - CTO	\$0.00	\$0.00
1	AG00	Shipping and Handling NC	\$0.00	\$0.00
Software:				
1	5639-XT7	IBM Spectrum Virtualize Software for Storwize V5000 Expansion Software	\$0.00	\$0.00
1	1	Base Per Storage Device with 1 Year SW Maint	\$4,140.00	\$4,140.00
1	5639-XTC	Spectrum Virtualize Software for Storwize V5000 Expansion Maint (Reg): 3 Yr	\$0.00	\$0.00
1	1	Base Per Storage Device SW Maint 3 year Reg	\$1,656.00	\$1,656.00

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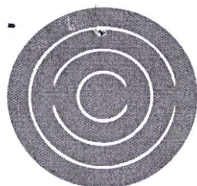
Cpak Technology Solutions
133 Main Street - LaGrange, GA 30240
Phone: 706-883-7664 Fax: 706-298-4537 E-mail: sales@cpak.com

Qty	Part Number	Description	Unit Price	Extended Price
Services:				
1	6942-CON	Contract Coverage (N/C codes)	\$0.00	\$0.00
1	96	ServiceElite	\$0.00	\$0.00
1	6942-HMA	Hardware Maintenance (N/C codes)	\$0.00	\$0.00
1	25	Hardware Maintenance Selected	\$0.00	\$0.00
1	50	Request Proposal for Prices	\$0.00	\$0.00
1	6942-TCS	Terms (N/C codes)	\$0.00	\$0.00
1	50	Request Proposal for Prices	\$0.00	\$0.00
1	53	Prepay Billing 3 Year Term	\$0.00	\$0.00
1	6948-R05	Basic Care for Storage Systems	\$0.00	\$0.00
1	7313	Request Proposal for Prices	\$0.00	\$0.00
1	9244	Basic Care for Storwize V5000 Expansion with WSU	\$0.00	\$0.00
			SubTotal	\$29,971.45
			Tax	\$0.00
			Grand Total	\$29,971.45

In accordance with IBM's fee payment policy for IBM Business Partners' marketing activities to public sector end users, that results in an IBM sale of products and/or services, we are disclosing the fact that as a result of any such sale to you by IBM, we may receive a fee from IBM for such marketing activities. We will also provide a copy of this disclosure notification to IBM for their records.

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Cpak Technology Solutions
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Phone: 706-883-7664 Fax: 706-298-4537 E-mail: sales@cpak.com



Cpak
Technology Solutions

Quote

Date	Quote #	Account Manager
Oct 12, 2016	CPKQ23786	Christin Lepore

Quote Prepared For:

Philip Abbott
Peachtree City
153 Willowbend Road
Peachtree City, GA 30269

PD VIDEO
STORAGE

Issue Purchase Order to:

IBM Corporation
c/o Cpak Location ID # 98815
P.O. Box 534151
Atlanta, GA 30353-4151
Fax: 706-298-4537
E-mail: sales@cpak.com
State Contract: SWC90813-02
Federal ID#: 13-0871985
SciQuest Vendor ID # 000004543

Qty	Part Number	Description	Unit Price	Extended Price
Hardware:				
1	2078-24E	V5000 SFF Expansion	\$31,714.20	\$31,714.20
1	9730	Power Cord - PDU Connection	\$0.00	\$0.00
24	AC71	2TB 7.2K 2.5 Inch NL HDD	\$0.00	\$0.00
2	ACTA	0.6m SAS Cable (mSAS HD)	\$0.00	\$0.00
1	ADN1	Order Type 1 - CTO	\$0.00	\$0.00
1	AG00	Shipping and Handling NC	\$0.00	\$0.00
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Qty	Part Number	Description	Unit Price	Extended Price
Services:				
1	6948-R05	Basic Care for Storage Systems	\$0.00	\$0.00
1	7313	Request Proposal for Prices	\$0.00	\$0.00
1	9244	Basic Care for Storwize V5000 Expansion with WSU	\$0.00	\$0.00
Action list for 2078-12C007879869				
1	2078-12C	V5000 LFF Control	\$0.00	\$0.00
Removals:				
1	B0LG	ServicePac not selected	\$0.00	\$0.00
Action list for 2078-12E007883253				
1	2078-12E	V5000 LFF Expansion	\$0.00	\$0.00
Removals:				
1	B0LG	ServicePac not selected	\$0.00	\$0.00
Action list for 2078-12E007883260				
1	2078-12E	V5000 LFF Expansion	\$0.00	\$0.00
Removals:				
1	B0LG	ServicePac not selected	\$0.00	\$0.00
Action list for 2078-12E007883261				
1	2078-12E	V5000 LFF Expansion	\$0.00	\$0.00
Removals:				
1	B0LG	ServicePac not selected	\$0.00	\$0.00

In accordance with IBM's fee payment policy for IBM Business Partners' marketing activities to public sector end users, that results in an IBM sale of products and/or services, we are disclosing the fact that as a result of any such sale to you by IBM, we may receive a fee from IBM for such marketing activities. We will also provide a copy of this disclosure notification to IBM for their records.

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Phone: 706-883-7664 Fax: 706-298-4537 E-mail: sales@cpak.com

Qty	Part Number	Description	Unit Price	Extended Price
			SubTotal	\$37,510.20
			Tax	\$0.00
			Grand Total	\$37,510.20

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Cpak Technology Solutions
133 Main Street - LaGrange, GA 30240
Phone: 706-883-7664 Fax: 706-298-4537 E-mail: sales@cpak.com

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

FROM: Jonathan N. Rorie, City Manager 

DATE: October 27, 2016

SUBJECT: Consider Cancellation of the December 15, 2016 City Council Meeting
November 3, 2016 City Council Meeting

Recommendation:

That Council considers cancelling the December 15, 2016 City Council Meeting.

Discussion:

Due to the Christmas holiday and many residents' traveling during that time, staff has worked to schedule City Council agenda items around the December 15th meeting. At this time, there are no items on the agenda, allowing Council to consider cancellation of the meeting if you so desire.

Budget Impact:

This item has no budgetary impact.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: Jonathan N. Rorie, City Manager 

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

DATE: October 26, 2016

SUBJECT: Consider Variance to Stormwater Runoff Requirements, Midwest Food Bank
November 3, 2016, City Council Meeting

Recommendation:

Staff recommends that City Council approve Midwest Food Bank's variance request to Section 1011 (b) (3) g. iv. and Section 1011 (c) (3) of the Stormwater management for new development and redevelopment Ordinance located in Article X of Appendix B of the Code of Ordinances City of Peachtree City, Georgia

Discussion:

The Midwest Food Bank is proposing to expand their existing facility at 220 Parkade Court over 4,900 square feet and add additional truck loading areas. This additional impervious area requires that they expand the size of the existing water-quality pond.

During the plan review process they demonstrated that they were able to keep post-development stormwater run-off rates at or below pre-developed conditions when discharging from their pond at the property line, in full compliance with our ordinance. However, when performing the required downstream analysis, they showed a slight increase in run-off rates at the 10% point (being confluence with Flat Creek). These slight increases vary per storm event but, are all less than 1.0 cubic foot per second (7.5 gallons/second).

Their engineer tried several things including increasing the storage in the pond to try and get rid of the downstream flow increases, but to no avail. They then decided to try and pursue a variance since the increases are so small.

Since there are no variance criteria in this particular ordinance, Staff felt it was appropriate to see if the proposed increases in flow would have any effect on the 100-year floodplain of Flat Creek. This criterion was evaluated and there were no increases to the 100-year floodplain of Flat Creek.

Therefore since this increase in flow will have no effect downstream, Staff supports this variance request.

Budget Impact:

This item has no budgetary impact.

September 8th, 2016

City of Peachtree City

RE: Midwest Food Bank - Request for Storm Water Variance

Dear Mr. Borkowski,

Please consider our request to allow a storm water discharge overage of 1 cubic feet per second for the downstream analysis. As I understand it, the problem we have is that the peak discharge from the pond is happening at the same time as the overall upstream basin and creating a small increase in volume (less than 1.0 cfs). The as-built condition is 15.67 cfs leaving the pond and our design to raise the weir improves that to 14.21 cfs. Our proposed site plan shows pervious paving however if this variance request is approved we will install impervious paving, and make detention pond improvements to achieve the 14.21 cfs discharge. Please see the following attachments:

- 1) Variance Application
- 2) Proposed Site Plan dated 9-1-16
- 3) Letter from Parkade 727, LLC in support of the variance. Parkade 727, LLC is the only property downstream of the site.
- 4) Aerial Midwest Food Bank Downstream Analysis

Sincerely,



Steven Gulas
Estimator



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

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

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

Receipt # _____

Date Filed ____ / ____ / ____

Case # _____

Office Use Only

VARIANCE LOCATION	Street Address <u>220 PARKADE COURT</u>	PROPERTY OWNER	Name <u>Midwest Food Bank Will Garner</u>
	Zoning District: ☐ Residential ☐ Multi-Family ☒ Commercial\Industrial\Office		Phone <u>678-621-3450</u>
VARIANCE TYPE: ☐ Administrative ☐ Special Exception ☒ Variance (check one below)	Variance from which ordinance: ☐ Sign ☐ Fence ☒ Land Development ☐ Zoning	PROPERTY INFO	Email <u>wgarner@midwestfoodbank.org</u>
			Subdivision: _____
APPLICANT	Name <u>Steve Gulas @ South-tree</u>	SUPPORTING DOCUMENTS	Phase: _____ Lot # _____
	Address <u>1100 COMMERCE DRIVE</u>		Please submit the following evidentiary items in support of this application and the requested variances. (Please check off the items that are attached to this application)
City, State, Zip <u>PEACHTREE CITY, GA, 30269</u>	Phone # <u>770-722-6789</u>	☒ Site plan (with property lines and proposed work)	
Email <u>sgulas@South-tree.com</u>		☒ A detailed report justifying the requested variance	
		☒ Letters of support from adjacent property owners	
		☒ Digital Photographs \ Renderings (CD or Email)	
		☐ Other Items Demonstrating Need (topo. Survey, etc)	

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

SPECIAL EXCEPTION	1.) Is a current survey included with the application? ☐ Yes ☐ No	Briefly describe why this variance is being requested: (A separate detailed report is still required to be attached to this application)
	2.) Has property been rezoned or deed restrictions? ☐ Yes ☐ No	
3.) Is the violation an existing setback violation? ☐ Yes ☐ No		
4.) Application for a bldg setback, fence, or parking? (Circle One)		
5.) What is the required setback, height, or spaces? _____		
6.) How much of a variance is being requested? _____		

VARIANCE	Please review the ordinances and instructions on the back of this page.	Briefly describe why this variance is being requested: (A separate detailed report is still required to be attached to this application)
	1.) Is a current survey included with the application? ☐ Yes ☐ No	
2.) How much of a variance is being requested? _____ Feet		<u>ALLOW FOR AN OVERAGE OF 1 CUBIC FEET</u>
3.) Were you the owner of the property when the violation occurred? (If not, who was?) ☐ Yes ☐ No		<u>PER SECOND FOR STORM WATER DOWNSTREAM ANALYSIS</u>

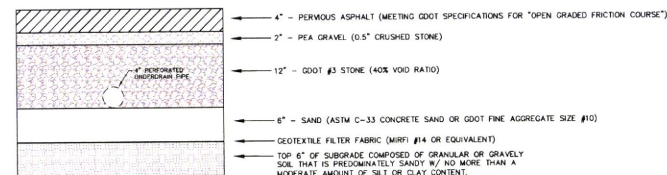
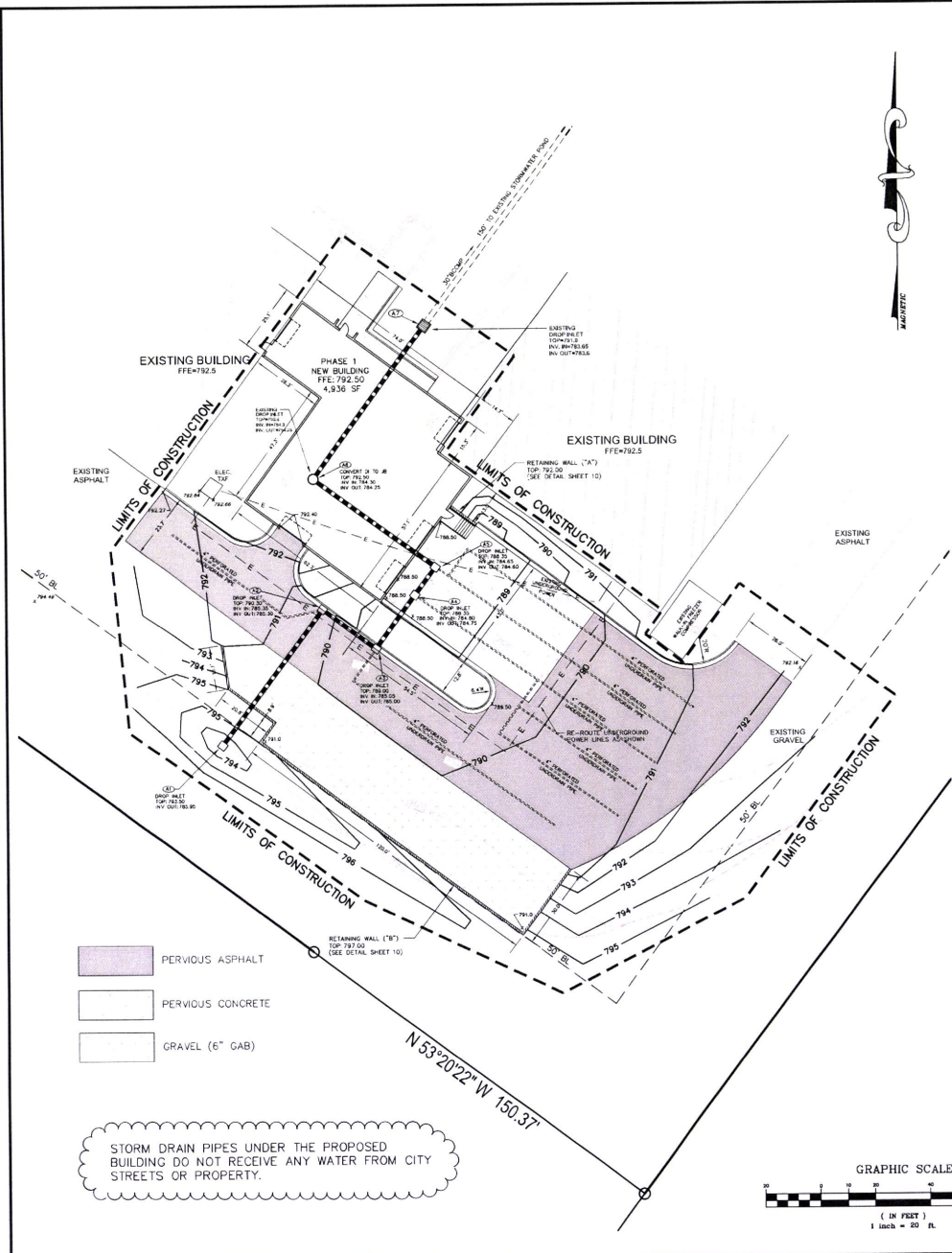
I hereby certify that I am the owner of the property on which a variance is being requested and that all information provided as a part of this application is true and correct.

Signature of Owner/Agent: [Signature] Date _____

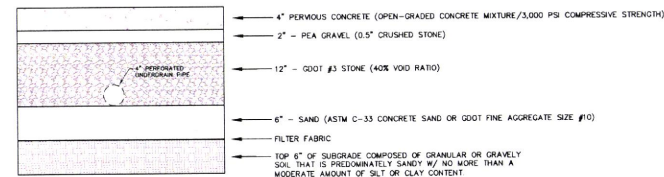
OFFICE ONLY

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

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



PERVIOUS ASPHALT



PERVIOUS CONCRETE

Total Area = 0.49 acres (4,936 sq ft Building + 2,590 sq ft Pervious Concrete + 13,740 sq ft Pervious Asphalt)

Total Impervious Area = 0.11 acres

q_p = depth of gravelstone reservoir = 12 inches

q_p = depth of pervious pavement = 4 inches

n_p = porosity of gravel (0.32)

n_p = porosity of pervious concrete/asphalt (0.18)

k = permeability rate of soil (assume 0.8 in/hr based on SCS soil type "Cecil")

t = 48 hours (2 hrs.)

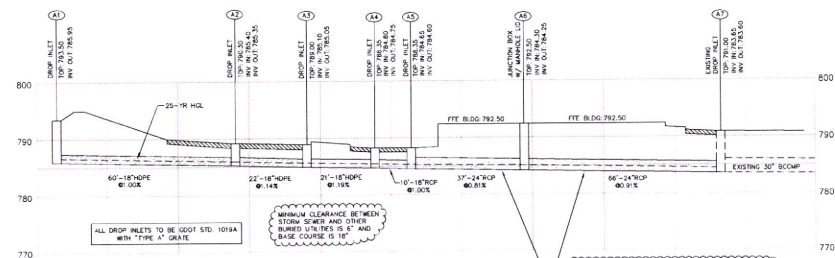
Min. Surface Area (A) = $WQ/(n_p \cdot q_p \cdot k \cdot t) \cdot 12 \cdot (n_p \cdot q_p)$

WQ Calculations:

	Total Area	Impervious Area	Percent Impervious	Rv	WQ acc-ft	WQ cu ft
Pervious Asphalt/Concrete	0.49	0.11	22%	0.252	0.012	538

Infiltration Calculations:

	WQ	q_p gravel depth (ft)	n_p gravel	n_p asphalt/concrete	k per cent rate (in/hr)	t 48 hrs	Minimum Surface Area (sq ft)	Drain Time (hrs)
Pervious Asphalt/Concrete	538	1	0.32	0.18	0.8	2	1121	33



STORM DRAIN PIPE PROFILES

SCALE: 1"=20' HORIZ.
1"=10' VERT.

STRUCTURE	PIPE LENGTH	PIPE SIZE	DRAINAGE AREA (AC.)	Q(50) CFS	V(50) FPS	Q(25) FPS	V(25) FPS	Q(2) CFS	V(2) FPS
A1-DROP INLET	60'	18"HOPE	0.57 AC.	3.2 CFS	4.2 FPS	2.9 CFS	4.1 FPS	1.6 CFS	3.5 FPS
A2-DROP INLET	22'	18"HOPE	0.12 AC.	4.1 CFS	4.6 FPS	3.7 CFS	4.5 FPS	2.0 CFS	3.8 FPS
A3-DROP INLET	21'	18"HOPE	0.51 AC.	6.7 CFS	5.2 FPS	6.1 CFS	5.1 FPS	3.4 CFS	4.2 FPS
A4-DROP INLET	10'	18"RCOP	0.53 AC.	10.0 CFS	5.6 FPS	9.0 CFS	5.5 FPS	5.0 CFS	4.9 FPS
A5-DROP INLET	37'	24"RCOP	0.82 AC.	15.9 CFS	5.9 FPS	14.4 CFS	5.8 FPS	7.9 CFS	5.0 FPS
A6-JUNCTION BOX	66'	24"RCOP	0.00 AC.	15.9 CFS	5.9 FPS	14.4 CFS	5.8 FPS	7.9 CFS	5.0 FPS
A7-DROP INLET									

NOTE: HOPE SHALL BE DOUBLE WALL AND SATISFY AASHTO M252 AND M294 SPECIFICATIONS.

Neal Spradlin, P.E.
45 LEE ROAD
Spartanburg, SC 29377
(864) 775-0374
FAX: (864) 775-0374

CAPSTONE
ENGINEERING, INC.

REGISTERED PROFESSIONAL ENGINEER
STATE OF SOUTH CAROLINA
No. 23366
NEAL SPRADLIN
7/25/16

REV.	DATE	DESCRIPTION
1	6/29/16	PER COMMENTS FROM PTC
2	6/2/16	PER COMMENTS FROM PTC
3	6/1/16	REVISED TO USE PERVIOUS PAVEMENT

MIDWEST FOOD BANK
PROPOSED SITE PLAN
DRAWN BY: AWS
DATE: 2/25/16
SCALE: 1"=20'

SHEET
4
OF
7EN

PARKADE 727, LLC
1100 Commerce Drive; Suite A
Peachtree City, GA 30269

September 8, 2016

Dear Ms. Mayor and City Council,

I am in support of Midwest Food Bank's desire to obtain a variance for their stormwater discharge allowing an overage of 1 cubic feet per second (CFS) for the downstream analysis. I understand that they are over by 1 CFS and need a variance to redevelop part of their property.

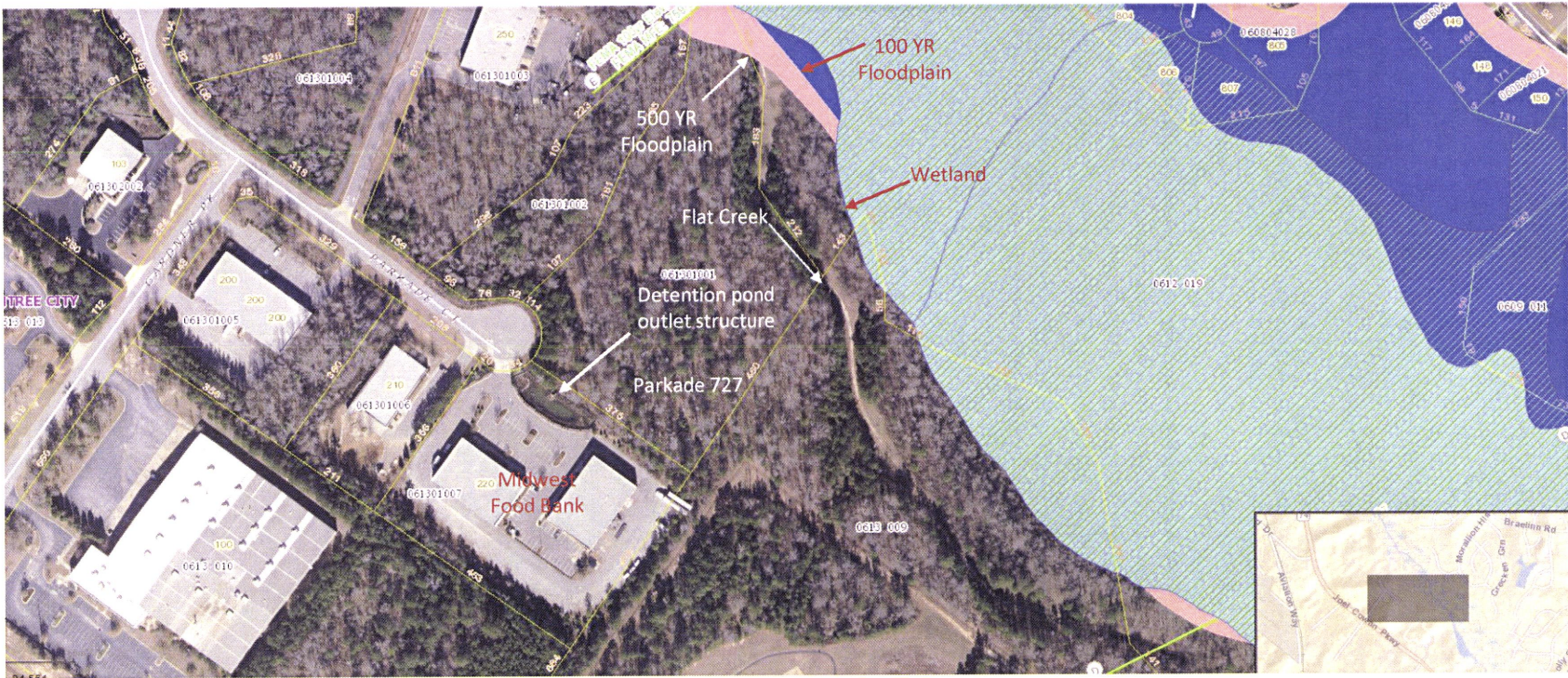
My property is the only privately owned property downstream of Midwest's detention pond, and beyond that is city owned Greenbelt and Flat Creek, so it is my understanding that I am the only neighbor that needs to provide a letter of support as part of Midwest's variance application.

Chuck Oglétree
Parkade 727, LLC


Managing Member

Midwest Food Bank

Downstream Analysis

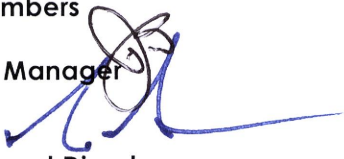


CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: Jonathan N. Rorie, City Manager

FROM: Michael Warrix, AICP
Planning and Development Director 

DATE: October 26, 2016

SUBJECT: Public Hearing – Consider Renewal of Multi-Family Rezoning Moratorium
November 3, 2016 City Council Agenda

Recommendation:

That Council re-affirms 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 (November 2016), at which time Council must consider the moratorium to determine if it should be reaffirmed for an additional year.

Budget Impact:

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

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: Jonathan N. Rorie, City Manager

FROM: Michael Warrix, AICP
Planning and Development Director

DATE: October 26, 2016

SUBJECT: Proposed Text Amendment - Article IX, Section 916.1, Transition Yards
November 3, 2016 City Council Meeting

Recommendation:

That Council approve the proposed text amendment to Article IX, Section 916.1 of the Zoning Ordinance.

Discussion:

Article IX, Section 916.1 of the Peachtree City Zoning Ordinance establishes "Transition Yard" standards between dissimilar zoning districts in an effort to ensure greater compatibility between residential land uses and other specific land use types. Section 916.1 provides for the establishment of a natural buffer (transition yard) between certain zoning classifications and residentially-zoned properties.

Section 916.1 currently states "***absolutely no clearing and/or grading, except for perpendicular utility crossings, shall be permitted within the transition yard.***" Recent issues with the proposed removal of infected, infested, and/or damaged trees from identified transition yards that posed a threat to human life and/or property have prompted staff to propose an amendment to Section 916.1 to provide for city approval of any warranted tree removal. If the proposed text amendment is adopted, the Planning and Development Director will be responsible for approving tree removal requests. Similar amendments are being prepared to the Land Development Ordinance regarding provisions for tree and vegetation removal.

The proposed text amendment was heard by the Planning Commission on October 10, 2016. At that meeting, the Commission voted to recommend approval of the amendment to Council. An excerpt of the minutes from that meeting is attached.

The proposed amendment and adopting ordinance are attached for consideration and action.

Budget Impact:

None.

Attachments

Proposed Text Amendment

October 26, 2016

(916.1) *Establishment of transition yard.* Within each zoning district, minimum building and parking setbacks have been established to separate development from the property line. These setbacks are not meant to be "build to" lines but to simply define the area in which structures and other development may occur. The city recognizes the importance of separating property zoned GC, LUC, OI, LI or GI from residentially-zoned property. In those areas, the setback requirements shall be increased, such that a natural buffer shall be provided between dissimilar zoning districts. This buffer shall be referred to as a transition yard on the conceptual and final site plan submittal. Absolutely no unapproved clearing and/or grading, except for perpendicular utility crossings, shall be permitted within the transition yard unless prior written approval is granted by the city for the removal of infected, infested, and/or damaged trees that pose a threat to human life and/or property as determined by the Planning and Development Director. Stormwater detention and/or water quality features shall not be located within the transition yard.

**UNAPPROVED EXCERPT OF MINUTES
PLANNING COMMISSION MEETING
October 10, 2016**

PUBLIC HEARING

PH-16-06 Consider proposed text amendments to Article IX, Section 916.1 of the Peachtree City Zoning Ordinance related to tree removal within established Transition Yard Buffers.

The Chairman opened the public hearing at 7:06 p.m.

Mr. Rorie described the issue that had precipitated this proposal to amend the text of the Zoning Ordinance relative to tree removal within established transition yard buffers. The ordinance currently stated that "absolutely no unapproved clearing and/or grading, except for perpendicular utility crossings, shall be permitted within the transition yard."

Mr. Rorie noted the following relative to the issue Staff had run into, i.e., there was a transition yard that was on private property and the city did not own it:

- There were a bunch of dead and dying trees, specifically pines, within this transition yard which were beginning to fall and were damaging nearby property.
- Staff was faced with a situation where by ordinance they were not permitted to allow the trees to be removed but they had to do something.
- The simple way forward was to have a process whereby, if approval was granted by the city, the property owner could remove the infected, infested, and/or diseased trees that posed a threat to human life and/or property.

Mr. Rorie further explained that when these situations arose in the past, arborists would evaluate the trees in question and confirm they were diseased or infested before they were removed. This ordinance amendment would allow the city to evaluate the trees and then have them removed.

No one else spoke in favor of nor did anyone speak in opposition to this proposal.

The Chairman closed the public hearing at 7:10 p.m.

Mr. Daily's only suggestion was that it should be required that the prior approval be **"written."**

Ms. Curtis thought the impact of the tree removal on the site's erosion and/or drainage should be reviewed.

Mr. Bernard said he was a tree hugger but he strongly supported this proposal. If trees with pine beetles were not removed, more trees would have to be removed because the pine beetles would spread.

Mr. Destadio agreed with Mr. Daily's suggestion and recommended some additional edits:

- Because the citizens in Peachtree City were so concerned about the removal of trees within the city, it was important for them to see Staff's sincerity on this issue. The Planning and Development Director should approve these requests and not "his designee." An arborist should also be involved in making the decision.
- The buffers should be maintained on a regular basis. If the city was going to remove dead and dying trees from the buffers, they should also look at planting trees.
- He would be happy to work with Staff on the language for the ordinance.

Mr. Bernard totally agreed with Mr. Destadio's suggestion.

Mr. Holcomb wondered if a tree bank concept could be used. Mr. Destadio stated that the Planning Commission and City Council had concurred on the establishment of a tree bank. Mr. Rorie confirmed this was about two years ago. Mr. Destadio said this would not be appropriate for transition yard buffers.

Mr. Warrix noted that in a lot of cases, the transition yard buffers were privately owned and did not belong to Peachtree City.

Mr. Destadio asked why the owner of the transition yard buffer was not charged when a tree was removed. Mr. Rorie said the owner did pay for the tree removal and noted that a gratuities clause would not allow the city to do work on private property. Mr. Destadio thought this was appropriate.

Mr. Destadio thought it would be Mr. Warrix's responsibility as the Planning and Development Director to determine whether trees would need to be replanted. He thought if it was determined that trees needed to be replanted, that should be the responsibility of the property owner.

Mr. Daily liked the spirit of Mr. Destadio's suggestion but wondered about the legality of planting trees on private property and then obligating the property owner to take care of them. Mr. Destadio suggested this requirement only apply to city-owned property. He thought more should be done to maintain the buffer.

Mr. Warrix thought this might be a conversation for another ordinance amendment. Mr. Destadio thought this was an appropriate place to add language relative to maintaining the buffer.

Mr. Rorie did not have a problem with the changes that were recommended regarding the approval being written or that the Planning and Development Director be responsible for determining whether a tree should be removed. The city had a contract for arborist services on an on-call basis. However, the prospect of replanting on private property could become very complicated. He emphasized that the city did not want to remove any trees and was only doing so when it was absolutely necessary.

Mr. Destadio asked if the Director could be responsible for maintaining city-owned transition yard buffers. Mr. Rorie did not think there were any. Based on this information, Mr. Destadio withdrew his suggestion that the buffers be maintained. His intent was to try to keep a buffer between commercial and residential property.

For clarification, Mr. Rorie reread the verbiage as amended by the Planning Commission.

After discussion, a motion was made by Mr. Daily, seconded by Mr. Bernard, and unanimously adopted that the following verbiage, with the amendment previously read by Mr. Jon Rorie, be forwarded to City Council with a recommendation for approval:

(916.1) Establishment of transition yard. Within each zoning district, minimum building and parking setbacks have been established to separate development from the property line. These setbacks are not meant to be "build to" lines but to simply define the area in which structures and other development may occur. The city recognizes the importance of separating property zoned GC, LUC, OI, LI or GI from residentially-zoned property. In those areas, the setback requirements shall be increased, such that a natural buffer shall be provided between dissimilar zoning districts. This buffer shall be referred to as a transition yard on the conceptual and final site plan submittal. Absolutely no **unapproved** clearing and/or grading, except for perpendicular utility crossings, shall be permitted within the transition yard **unless prior written approval is granted by the city for the removal of infected, infested, and/or damaged trees that pose a threat to human life and/or property as determined by the Planning and Development Director.** Stormwater detention and/or water quality features shall not be located within the transition yard.

AN ORDINANCE TO AMEND ARTICLE IX, SECTION 916.1, ESTABLISHMENT OF TRANSITION YARD, OF THE ZONING ORDINANCE TO CLARIFY TREE REMOVAL PROCEDURES, AND FOR OTHER PURPOSES.

NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED by the City Council of the City of Peachtree City that:

Section 1. Article IX, Section 916.1 of the Peachtree City Zoning Ordinance be amended as follows:

Sec. 916.1 Establishment of transition yard.

(916.1) Establishment of transition yard. Within each zoning district, minimum building and parking setbacks have been established to separate development from the property line. These setbacks are not meant to be "build to" lines but to simply define the area in which structures and other development may occur. The city recognizes the importance of separating property zoned GC, LUC, OI, LI or GI from residentially-zoned property. In those areas, the setback requirements shall be increased, such that a natural buffer shall be provided between dissimilar zoning districts. This buffer shall be referred to as a transition yard on the conceptual and final site plan submittal. Absolutely no unapproved clearing and/or grading, except for perpendicular utility crossings, shall be permitted within the transition yard unless prior written approval is granted by the city for the removal of infected, infested, and/or damaged trees that pose a threat to human life and/or property as determined by the Planning and Development Director. Stormwater detention and/or water quality features shall not be located within the transition yard.

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

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

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

This _____ day of _____ 2016.

Vanessa Fleisch, Mayor

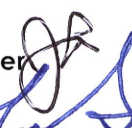
Attest:

City Clerk

STAFF REPORT

CITY COUNCIL

TO: Mayor & City Council

VIA: Jonathan N. Rorie, City Manager 

FROM: Michael Warrix, AICP 
Planning and Development Director

DATE: October 26, 2016

SUBJECT: Public Hearing: Consider Variance Request, General Commercial (GC) Zoning Ordinance, 20 Foot Front Parking Setback Requirement
November 3, 2016 City Council Meeting

Case Number:	PV16-0008
Request:	Variance from Section 1006.5 (c) (2), Zoning Ordinance
Property Location:	Lot 4, Braelinn Office Park, South Peachtree Parkway
Current Zoning:	GC, General Commercial
Parcel Size:	0.95 Acre
Property Owner:	Peachtree Parkway Professionals LLC
Applicant:	Jefferson Browne Architect

Request:

The Applicant is requesting relief in the form of a variance from the front parking setback requirement of the GC, General Commercial zoning district which requires a minimum front parking setback of 20 feet. The Applicant is proposing to construct an 8,728 square foot Early Learning Center facility (Goddard School) which will require a total of 29 parking spaces. The variance, if granted, would allow the construction of seven (7) of the required parking spaces within the required 20 foot setback. Without the variance, the site plan as proposed would not comply with the minimum parking requirements. As part of the application, the Applicant has included a justification letter, schematic site plans showing the proposed improvements, four (4) letters from adjacent property owners, and related photographs.

At their meeting on October 10, 2016, the Planning Commission reviewed and approved the conceptual site plan and schematic building elevations for the proposed development. An excerpt of the minutes from that meeting is attached. Approval was granted subject to the following understandings and conditions:

1. *Approval of the conceptual site plan is contingent upon the variance request being approved by City Council. Should this request not be approved, the Applicant shall revise the site plan accordingly and then resubmit a revised conceptual site plan to the Planning Commission for review and approval.*

Lot 4, Braelinn Office Park

Page 2

2. The landscape plan shall provide substantial plantings between the outdoor playground areas and the adjoining residential lots in an effort to buffer sound generated by the outdoor activity areas.
3. The Applicant shall coordinate with City Staff and the Planning Commission Representative to potentially redesign the parking lot as proposed to include a designated entrance and exit. It is understood the revised layout may require an increase in the variance initially requested by the Applicant, and it is also understood the Planning Commission would support such variance request.

Variance Consideration:

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

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

Variance Criteria:

Section 1207 of the Zoning Ordinance states:

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

- (a) There are special circumstances applicable to the property, including location, shape, size, surroundings, or topography so that the strict application of this ordinance denies the property of privileges enjoyed by other property in the vicinity and under identical zoning district classification;
- (b) The strict or literal interpretation and application of this ordinance would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the Zoning Ordinance, or would deprive the Applicant of privileges granted to others in similar circumstances;
- (c) There are exceptional or extraordinary circumstances or conditions applicable to the property involved or the intended development of the property which preclude the applicant from complying with this ordinance and that do not apply generally to other property in the same zoning district and which prevent the applicant from complying with existing regulations;
- (d) The granting of such variance will not constitute the granting of special privileges inconsistent with the limitations on other property in the same zoning district;
- (e) The granting of such variance will not be materially detrimental to the public health, safety, or general welfare nor injurious to property or improvements in the zone or neighborhood in which the property is located; and
- (f) The granting of such variance will not create inconsistencies with any objective of the Comprehensive Plan.

Lot 4, Braelinn Office Park

Page 3

If it is found that the request is not in conformance with these requirements or may possibly have an adverse effect on the surrounding area, the City Council shall deny the request in writing, stating the reasons for the denial.

Attachments

**UNAPPROVED EXCERPT OF MINUTES
PLANNING COMMISSION MEETING
October 10, 2016**

NEW AGENDA ITEMS

**10-16-02 Consider conceptual site plan and schematic building elevations,
Goddard School (264 South Peachtree Parkway).**

Mr. Rast provided a brief overview of this proposal for the last tract of land within the Braelinn Office Park. A multi-story office building was approved for the property which was the reason there was an existing slab on the property along with some curbing for the parking lot. That development never moved forward and the property sat vacant for a number of years. For quite some time, the Goddard School had been looking at the property trying to come up with a building and parking layout that would work for their program.

Mr. Rast pointed out that the plan as currently proposed would require a variance from City Council in order to permit seven spaces to encroach into the front parking setback. The public hearing for the variance was scheduled for the November 3 City Council meeting. If the Planning Commission voted to approve this item, it would be contingent on the variance being approved.

Two conditions were recommended by Staff for inclusion in Planning Commission's motion for approval if that was direction they decided to go.

Mr. Jefferson Browne of Jefferson Browne Architects was in attendance to represent the Applicant and noted the following:

- They had taken some pictures and aerals to show the existing site conditions.
- The building pad would be removed as it would not fit their needs.
- Master storm detention for the entire property had been included.
- The parking spaces were needed because, in a Montessori school, when students were dropped off, parents walked them into the building and checked them into school each day. At the end of the day, parents parked their vehicles and walked into the school to check their students out.
- They were open to closing one of the lots so they would not feel they were staging and coming through someone else's property.
 - Mr. Rast noted this was private property so it would be an issue the two property owners would address.
- Conceptually, they tried to blend the materials from the other four buildings and complement but not copy. Their depiction was close to a model that Goddard had used.

Mr. Holcomb asked about the dumpster enclosures that were planned. Mr. Browne said it was likely small dumpsters would be used or possibly just small trash containers. They had seen the larger F-250-type trucks being used to pick up the containers other tenants had wheeled out.

In response to a question from Mr. Destadio, Mr. Browne stated they anticipated 35 students would be enrolled in the school. He added that the drop-offs and pick-ups were structured by age groups which minimized the number of parking spaces that would be needed.

Ms. Curtis asked about golf cart parking. Mr. Browne said no golf cart spaces were proposed.

Mr. Daily was concerned about site circulation. If no parking spaces were available, would he have to back out of the parking lot? Mr. Browne said he would. Mr. Daily wondered if they could do a one-way in all the way to the right and one-way out all the way to the left or vice versa. He showed Mr. Browne an alternate proposal he had drawn.

In summary, Mr. Destadio stated that the commissioners seemed to like this plan and reviewed the conditions recommended by City Staff.

Relative to the building elevations, Mr. Daily really liked the depiction Mr. Browne presented as opposed to the drawing that was included in the commissioners' packets which was what Goddard had presented.

After discussion, a motion was made by Ms. Curtis, seconded by Mr. Bernard, and unanimously adopted that the conceptual site plan and schematic building elevations for the Goddard School as proposed by Mr. Jefferson Browne, be approved subject to the understandings and conditions below. It was emphasized the building elevations included with this approval were not the ones included in the commissioners' packets but rather the ones Mr. Browne had provided at the meeting.

- 1. Approval of the conceptual site plan is contingent upon the variance request being approved by City Council. Should this request not be approved, the Applicant shall revise the site plan accordingly and then resubmit a revised conceptual site plan to the Planning Commission for review and approval.*
- 2. The landscape plan shall provide substantial plantings between the outdoor playground areas and the adjoining residential lots in an effort to buffer sound generated by the outdoor activity areas.*
- 3. The Applicant shall coordinate with City Staff and the Planning Commission Representative to potentially redesign the parking lot as proposed to include*

a designated entrance and exit. It is understood the revised layout may require an increase in the variance initially requested by the Applicant, and it is also understood the Planning Commission would support such variance request.

The Applicant agreed to the conditions.

Mr. Daily and Ms. Curtis were designated to be the Planning Commission representatives for this development.



VARIANCE APPLICATION

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

VARIANCE LOCATION	Street Address <u>Lot 4 Braelinn Office Park, South Peachtree Parkway</u> <u>Peachtree City, GA 30269</u>	PROPERTY OWNER	Name <u>Peachtree Parkway Professionals LLC</u>
	Zoning District: ☐ Residential ☐ Multi-Family ☒ Commercial\Industrial\Office Variance Type: ☐ Administrative ☐ Special Exception ☒ Variance (check one below) Variance from which ordinance: ☐ Sign ☐ Fence ☒ Land Development ☒ Zoning		Phone <u>770-634-0552</u>
APPLICANT	Name <u>Jefferson Browne Architect</u>	PROPERTY INFO	Subdivision: <u>Braelinn Office Park</u>
	Address <u>262 South Peachtree Parkway, Suite 3</u> City, State, Zip <u>Peachtree City, GA 30269</u> Phone # <u>770-632-9545</u> Email <u>clay@jeffersonbrownearchitects.com</u>		Phase: _____ Lot # <u>4</u>
		SUPPORTING DOCUMENTS	Please submit the following evidentiary items in support of this application and the requested variances. (Please check off the items that are attached to this application) ☒ Site plan (with property lines and proposed work) ☒ A detailed report justifying the requested variance ☒ Letters of support from adjacent property owners ☒ Digital Photographs \ Renderings (CD or Email) ☒ Other Items Demonstrating Need (topo. Survey, etc)

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

SPECIAL EXCEPTION	1.) Is a current survey included with the application? ☐ Yes ☐ No 2.) Has property been rezoned or deed restrictions? ☐ Yes ☐ No 3.) Is the violation an existing setback violation? ☐ Yes ☐ No 4.) Application for a bldg setback, fence, or parking? (Circle One) 5.) What is the required setback, height, or spaces? _____ 6.) How much of a variance is being requested? _____	Briefly describe why this variance is being requested: (A separate detailed report is still required to be attached to this application) _____ _____ _____
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VARIANCE	Please review the ordinances and instructions on the back of this page. 1.) Is a current survey included with the application? ☒ Yes ☐ No 2.) How much of a variance is being requested? <u>+/- 8-14</u> Feet 3.) Were you the owner of the property when the violation occurred? (If not, who was?) ☐ Yes ☐ No N/A	Briefly describe why this variance is being requested: (A separate detailed report is still required to be attached to this application) To provide for required parking specific to this business. _____ _____
----------	--	---

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

Signature of Owner/Agent: [Signature] Date 09/29/2016

OFFICE ONLY

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

SPECIAL EXCEPTIONS & VARIANCE FROM ORDINANCES	This application, along with the required fee and all necessary supplemental documents, has been properly submitted and is hereby accepted for consideration by the City Council at a public hearing in the City Council Chambers at 7:00 PM on the date shown below:	
Signature: <u>David E. Burt</u>	Date of Acceptance: <u>10-03-16</u>	Date of Public Hearing: <u>11-03-16</u>

Receipt # _____

Date Filed ____ / ____ / ____

Case # _____

Office Use Only



VARIANCE APPLICATION

153 Willowbend Rd, Peachtree City, GA 30269

P: 770-487-5731 F: 770-631-2552

WWW.PEACHTREE-CITY.ORG

VARIANCE LOCATION	Street Address <u>Lot 4 Braelinn Office Park, South Peachtree Parkway</u> <u>Peachtree City, GA 30269</u>	PROPERTY OWNER	Name <u>Peachtree Parkway Professionals LLC</u>
	Zoning District: ☐ Residential ☐ Multi-Family ☒ Commercial\Industrial\Office Variance Type: ☐ Administrative ☐ Special Exception ☒ Variance (check one below) Variance from which ordinance: ☐ Sign ☐ Fence ☒ Land Development ☒ Zoning		Phone <u>770-634-0552</u>
APPLICANT	Name <u>Jefferson Browne Architect</u>	PROPERTY INFO	Subdivision: <u>Braelinn Office Park</u>
	Address <u>262 South Peachtree Parkway, Suite 3</u>		Phase: _____ Lot # <u>4</u>
APPLICANT	City, State, Zip <u>Peachtree City, GA 30269</u>	SUPPORTING DOCUMENTS	Please submit the following evidentiary items in support of this application and the requested variances. (Please check off the items that are attached to this application) ☒ Site plan (with property lines and proposed work) ☒ A detailed report justifying the requested variance ☒ Letters of support from adjacent property owners ☒ Digital Photographs \ Renderings (CD or Email) ☒ Other Items Demonstrating Need (topo. Survey, etc)
	Phone # <u>770-632-9545</u>		
	Email <u>clay@jeffersonbrownearchitects.com</u>		

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

SPECIAL EXCEPTION	1.) Is a current survey included with the application? ☐ Yes ☐ No	Briefly describe why this variance is being requested: (A separate detailed report is still required to be attached to this application)
	2.) Has property been rezoned or deed restrictions? ☐ Yes ☐ No	
	3.) Is the violation an existing setback violation? ☐ Yes ☐ No	
	4.) Application for a bldg setback, fence, or parking? (Circle One)	
	5.) What is the required setback, height, or spaces? _____	
	6.) How much of a variance is being requested? _____	

VARIANCE	Please review the ordinances and instructions on the back of this page.		Briefly describe why this variance is being requested: (A separate detailed report is still required to be attached to this application) To provide for required parking specific to this business.
	1.) Is a current survey included with the application? ☒ Yes ☐ No	2.) How much of a variance is being requested? <u>+/- 8-14</u> Feet	
	3.) Were you the owner of the property when the violation occurred? (If not, who was?) ☐ Yes ☐ No		N/A

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

Signature of Owner/Agent: _____ Date 09/29/2016

OFFICE ONLY

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

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

VARIANCE & APPEALS ORDINANCE

For the complete Variance Ordinance please reference Appendix A Zoning, Article XII in Peachtree City's Code of Ordinances

Sec. 1201. Purpose.

The purpose of this section is to authorize variances from the terms of this ordinance as will not be contrary to the public interest so that the spirit of this ordinance shall be observed, public safety and welfare secured, and substantial justice done. A variance is a request for relief from the provisions of the zoning ordinance. The power to grant a variance does not extend to use restrictions established within a particular zoning district.

Sec. 1202. Application.

An application for a variance may be submitted only by the owner of the property for which a variance is desired or his authorized agent. Application requirements shall be as described herein. Variances may be considered in all districts and shall only be granted upon showing that:

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

Sec. 1203. Variance type.

The zoning administrator shall determine the type of variance required, and shall classify the request as:

- Administrative variance.
- Special exception variance.
- Variance.

Sec. 1204. Administrative variance.

Review and approval of a request for an administrative variance shall be administered by a special administrative variance committee consisting of the zoning administrator, the city manager and a member of city council. Applications may be considered only if the following requirements are met:

- The request only pertains to a zoning setback requirement;
- The request only pertains to an existing setback violation;
- The request is for an encroachment that would not exceed 25 percent of the required setback, up to a maximum of ten feet;
- The setback violation being requested has been existing for at least one year; and
- The property owner making the request is not the same property owner who was responsible for the violation.

In reviewing the application, the administrative variance committee shall analyze the application to determine whether granting the request would cause substantial detriment to other property owners in the surrounding area or would impair the purposes of the zoning ordinance. If it is found that the request is in conformance with these requirements and does not adversely affect the area, the administrative variance committee shall issue an official determination in writing approving the request. The property owner, the city clerk, and the building official shall be provided with a copy of this determination.

If it is found that the request is not in conformance with these requirements or may possibly have an adverse effect on the surrounding area, the administrative variance committee shall deny the appeal in writing, stating the reasons for the denial.

The administrative variance committee shall act on all appeals within 15 working days after the application is deemed complete by the zoning administrator.

If a request for an administrative variance is denied by the administrative variance committee, the property owner may appeal this decision to the city council in accordance with the procedures identified herein.

Sec. 1205. Special exception variance.

A special exception variance is recognized as having a potential impact on only the immediate neighborhood and adjoining properties. Review and approval of special exception variance requests shall be administered by the zoning administrator, city staff (as applicable), the planning commission and city council.

A special exception variance may be considered for only the following:

- A decrease of not more than 25 percent of the minimum building setback; provided that the property line in question and the associated building setback adjoins a city-owned greenbelt or open space and there is no other possible location on the property that would accommodate the proposed building expansion without encroaching into the established building setback.
- A decrease of not more than 25 percent in the minimum number of parking spaces required by the city's parking ordinance; provided the applicant identifies on the site plan where this parking would be located if needed in the future.
- An increase in the maximum height of a fence or wall; provided that:
 - Such wall or fence is justified by reason of security or privacy and will not unduly prevent passage of light and air to adjoining properties and is not incompatible with the surrounding neighborhood;
 - Such greater height is justified by requirements for security of persons or property in the area;
 - Such greater height is justified for topographic reasons; or
 - Such greater height, in the yard or yards involved, is not incompatible with the character of the surrounding neighborhood.

In no case shall a special exception variance be granted from the conditions of approval imposed on a parcel through a zoning change granted by the city council.

Sec. 1206. Variance.

A variance is recognized as having potential impact on the larger area and may affect enforcement of the zoning ordinance elsewhere in the city. A request for variance shall be reviewed by the zoning administrator, city staff (as applicable), and city council.

Sec. 1207. Review criteria.

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

- There are special circumstances applicable to the property, including location, shape, size, surroundings, or topography so that the strict application of this ordinance denies the property of privileges enjoyed by other property in the vicinity and under identical zoning district classification;
- The strict or literal interpretation and application of this ordinance would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the zoning ordinance, or would deprive the applicant of privileges granted to others in similar circumstances;
- There are exceptional or extraordinary circumstances or conditions applicable to the property involved or the intended development of the property which preclude the applicant from complying with this ordinance and that do not apply generally to other property in the same zoning district and which prevent the applicant from complying with existing regulations;
- The granting of such variance will not constitute the granting of special privileges inconsistent with the limitations on other property in the same zoning district; and

- The granting of such variance will not be materially detrimental to the public health, safety, or general welfare nor injurious to property or improvements in the zone or neighborhood in which the property is located.
- The granting of such variance will not create inconsistencies with any objective of the comprehensive plan.

If it is found that the request is not in conformance with these requirements or may possibly have an adverse effect on the surrounding area, the city council shall deny the request in writing, stating the reasons for the denial.

Sec. 1208. Filing procedure.

All variance applications shall be filed with the zoning administrator on forms provided by the zoning administrator.

Any communication relative to a variance request will be regarded as information only until a proper application is made in the form required.

An application fee, as established within the city's schedule of fees, shall accompany each variance application.

Upon receiving an application, the zoning administrator shall have no less than ten working days to review the application for compliance with these requirements. Once the application is deemed complete, the zoning administrator shall schedule public hearings with the planning commission and/or city council (as appropriate). Such hearings shall take place within 45 days after the application is deemed complete.

A sign displaying the hearing date and the nature of the hearing shall be placed in a conspicuous location on the property not less than ten days prior to a planning commission meeting and not less than 15 days prior to a city council meeting, as appropriate.

A notice of the public hearing date and the nature of the hearing shall be published in the newspaper of general circulation which serves as the legal organ for the city. The newspaper notice shall appear not less than ten days prior to a planning commission meeting and not less than 15 days prior to a city council meeting, as appropriate.

At the public hearing, the applicant may appear in person or be represented by an agent or attorney.

Sec. 1209. Limitations on authority.

The authority and jurisdiction of individuals as provided herein shall be limited as outlined in the following. In exercising this jurisdiction, each individual shall have authority to determine whether it has jurisdiction.

- There shall be no variances to permitted uses or accessory uses as specified in the zoning district regulations, administrative/use permit or conditions of approval imposed on a parcel through a zoning change granted by the city council.
- There shall be no variances to the minimum lot area or the minimum district size requirements in each zoning district.
- There shall be no variances to the minimum lot frontage on a street as required in designated zoning districts.
- There shall be no modification to increase the density or change the use approved under the zoning case except as to allow the development of a conservation subdivision.
- There shall be no modification to revise a site plan that, as determined by the planning commission and/or city council, results in a significant change in the approved concept.

Sec. 1210. Appeal procedures.

Appeals to the city council based on decisions of the zoning administrator (administrative variance) shall be filed with the city clerk in writing and shall clearly specify the grounds for the appeal. All documents constituting the record of the action which is being appealed shall be transmitted to the city council by the city clerk.

- Action shall not be initiated on the same appeal by the same applicant more than once in every 12 months.
- Any communication relative to an appeal will be regarded as information only until a proper application is filed with the city clerk.
- An application fee, as established within the city's schedule of fees, shall accompany each request for appeal.
- Before acting on any appeal, the city council shall hold a public hearing as described herein.
- The city clerk shall place notice of the time, place, and subject matter of the hearing in the newspaper of general circulation which serves as the legal organ for the city not less than 15 days prior to the hearing.
- The process of advertising the public hearing, holding the public hearing, and rendering a decision on the appeal shall not be unduly delayed.

Sec. 1211. Appeals of city council decision or action.

Any person or persons severally or jointly aggrieved by any decision on any appeal for variance may appeal such decision to the Superior Court of Fayette County by writ of certiorari.

SUPPORTING DOCUMENTS

Site Plan: An applicant is required to submit a scaled site plan/survey showing:

- Name of the project, address, boundaries, date, north arrow, and scale.
- Existing lot lines, easements, and rights-of-way, including area in acres or square feet, abutting land uses, proposed or existing driveways and structures within 200 ft. of the boundary of the development site.
- The location of steep slopes, significant stands of trees; creeks, watercourses, stormwater detention and drainage ways, floodplains, and any environmentally sensitive features.
- A description, rendering or drawing of the general characteristics of the proposed buildings, landscaping, and buffering.
- Any additional information deemed necessary by the Zoning Administrator.

Detailed Report: An applicant is required to submit a detailed report justifying the granting of the requested variance. In preparing the report, please address (a) - (f) in: Section 1207 Review Criteria

Letters of support from adjacent property owners: An applicant is required to submit letters of support from all adjacent residential property owners.

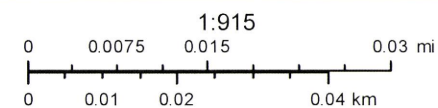
Digital Photographs/Renderings: An applicant is required to submit a CD with digital photographs or send photos as an attachment to an email to planner@peachtree-city.org. Photos will serve as evidence in supporting your request, please make sure they are good quality and show the items you want reviewed.

Other items demonstrating need: An applicant is required to provide any other evidentiary items that they want staff to review as support for their request. If it is not submitted with the variance application it will not be discussed as part of the review. Items could include: topographical surveys, aerials, statistics, articles, etc.

GoMaps



October 26, 2016



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community



Goddard School

September 29, 2016

David E. Rast, ASLA
Planning and Zoning Administrator
153 Willowbend Road
Peachtree City, Georgia 30269

RE: Parking Variance
Goddard School
Braelinn Office Park, Lot 4
Peachtree City, GA 30269

Mr. Rast:

On behalf of The Goddard School, Jefferson Browne Architects is please to submit a Variance Application and supporting documents to the Peachtree City, Georgia Planning Commission to approve required parking in the setback at Braelinn Office Park, Lot 4, South Peachtree Parkway, Peachtree City, GA 30269.

The applicant intends to construct a +/- 8,728 square foot Early Learning Center facility which would require 29 parking spaces. The variance will enable construction of 7 spaces in the 20' parking setback closest to the private drive at the North East location of the lot.

The Goddard School requires the Parents or Guardians to park and walk students in and out of the school facility. This variance will be constructed closest the main entrance of the facility and will significantly increase the safety of the students being escorted in and out. As well, parking a distance from the main entrance to the facility would negatively impact the usability of the project and compromise safety for the above mentioned.

The applicant:
Jefferson Browne Architects, P.C.
262 South Peachtree Parkway, Suite 3
Peachtree City, GA 30269
770-632-9545
clay@jeffersonbrownearchitects.com

Submitted with this letter are the following:

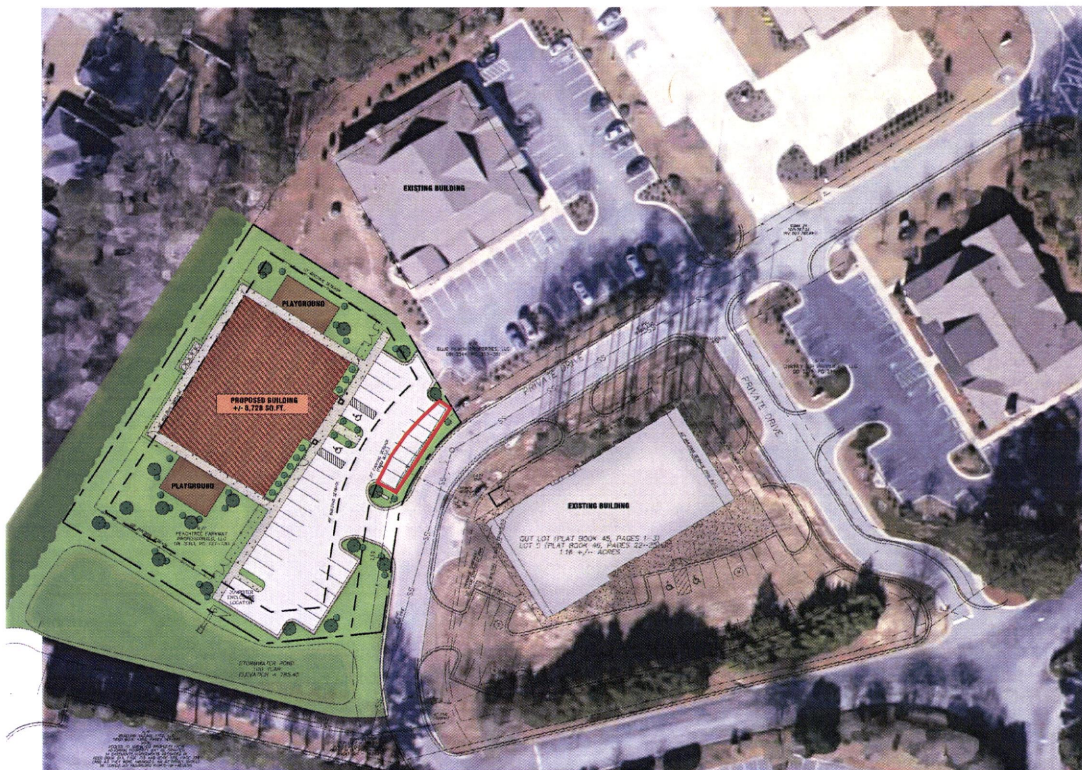
1. Completed Variance Application
2. Schematic Site Plan - 1 Copy (24" x 36")
3. Schematic Site Plan - 1 Copy (11" x 17")
4. Letters of Support from Adjacent Property Owners
5. Photographs

Should you have any questions or require additional information, please contact me at (770-632-9545).

Sincerely,

JL "JEFFERSON" AIA, ALA, LEED AP, BD+C, CPBD, NCBDC,
JEFFERSON BROWNE INC
PRESIDENT

JEFFERSON BROWNE ARCHITECTS
ARCHITECTURE | INTERIOR DESIGN | MASTER PLANNING | DEVELOPMENT SERVICES
262 SOUTH PEACHTREE PARKWAY, SUITE 3, PEACHTREE CITY GEORGIA 30269
6065 ROSWELL ROAD SUITE 200 ATLANTA GEORGIA 30328
770-632-9545



24 HR. CONTACT
 24 HR. CONTACT: JEFFERSON BROWNE ARCHITECTS, PC
 CONTACT: CLAY WALLACE
 PHONE: (770) 632-9945
 EMAIL: CLAY@JEFFERSONBROWNEARCHITECTS.COM

PARKING
 PARKING PROVIDED: 27 PARKING SPACES
 2 HC SPACES
 29 TOTAL PARKING SPACES

GODDARD SCHOOL
 PEACHTREE CITY

SEPTEMBER 20, 2016
 SCALE: 1"=30'-0"



1 STUDY VIEW
N.T.S.



2 STUDY VIEW
N.T.S.



3 STUDY VIEW
N.T.S.



4 STUDY VIEW
N.T.S.



5 STUDY VIEW
N.T.S.



6 STUDY VIEW
N.T.S.



7 STUDY VIEW
N.T.S.



8 STUDY VIEW
N.T.S.

September 29, 2016

RE: Parking Variance
Goddard School
Braelinn Office Park, Lot 4
Peachtree City, GA 30269

To whom it may concern:

I Michael J. Mahaffey on behalf of Mahaffey Orthodontics and Chimney Top Properties in the Braelinn Office Park, South Peachtree Parkway, Peachtree City, GA 30269 would like to attest that I have no objection to approve required parking in the setback for Goddard School, Lot 4.

Sincerely,

Michael J. Mahaffey
Name:

Owner, Lot 1
Title:

268 S. Peachtree Parkway
Address:



September 29, 2016

RE: Parking Variance
Goddard School
Braelinn Office Park, Lot 4
Peachtree City, GA 30269

To whom it may concern:

I Brad Kitten on behalf of Bicycles Unlimited in the Braelinn Office Park, South Peachtree Parkway, Peachtree City, GA 30269 would like to attest that I have no objection to approve required parking in the setback for Goddard School, Lot 4.

Sincerely,

Brad Kitten

Name:

Owner

Title:

266 S. Peachtree Pkwy
Address:



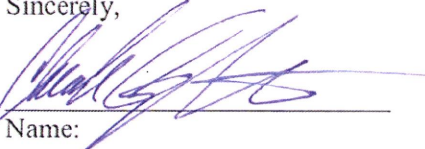
September 29, 2016

RE: Parking Variance
Goddard School
Braelinn Office Park, Lot 4
Peachtree City, GA 30269

To whom it may concern:

I CHARLES G GLENN on behalf of BLUE PEACH LLC in the
Braelinn Office Park, South Peachtree Parkway, Peachtree City, GA 30269 would like to
attest that I have no objection to approve required parking in the setback for Goddard
School, Lot 4.

Sincerely,



Name:

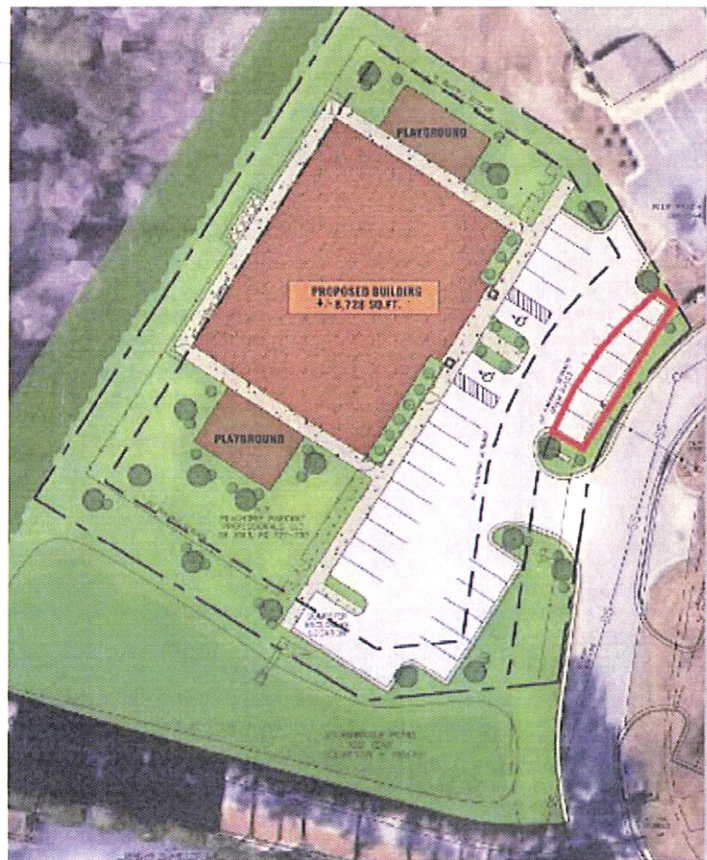
MEMBER MANAGER

Title:

1100 COMMENCE DR

Address:

PEACHTREE CITY, GA



September 29, 2016

RE: Parking Variance
Goddard School
Braelinn Office Park, Lot 4
Peachtree City, GA 30269

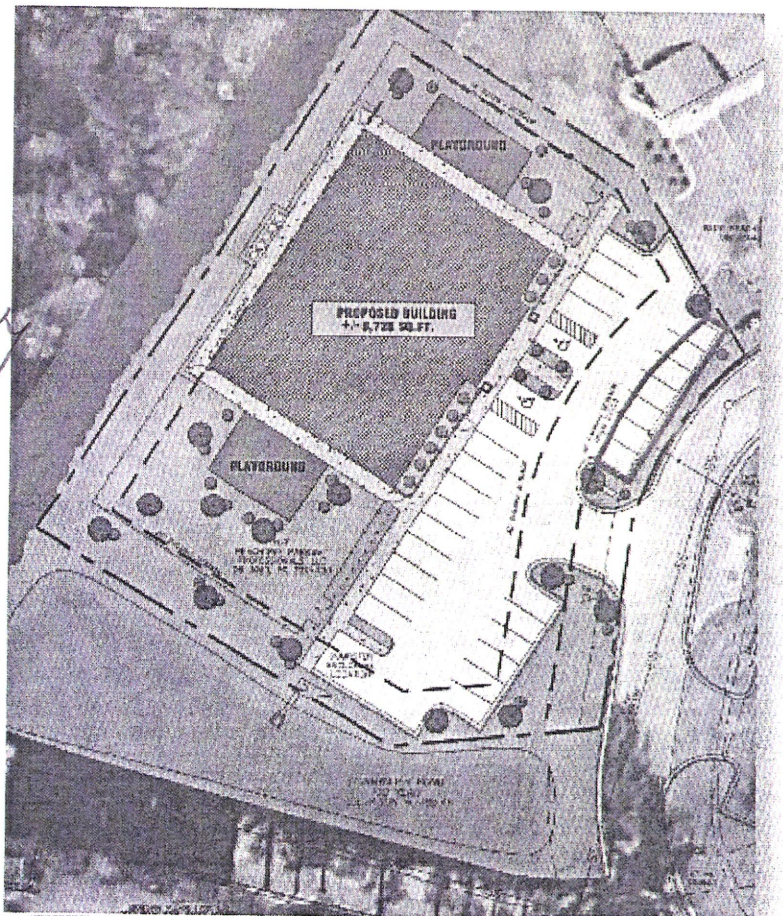
To whom it may concern:

I C. Todd Cox on behalf of Braelinn Village Family Dentistry LLC in the Braelinn Office Park, South Peachtree Parkway, Peachtree City, GA 30269 would like to attest that I have no objection to approve required parking in the setback for Goddard School, Lot 4.

Sincerely,

C. Todd Cox, DMD
Name:
Member, BVFD, LLC
Title:

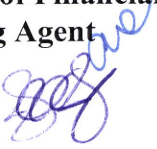
260 S. Peachtree Pkwy
Address:
PTC, GA 30269



CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council Members

VIA: Jon Rorie, City Manager 
Paul Salvatore, Director of Financial Services 
Angela Egan, Purchasing Agent 

FROM: Joe O'Connor, Fire Chief 

DATE: October 20, 2016

SUBJECT: Authorization to Purchase Custom Rescue Engine
November 3, 2016 City Council Agenda

RECOMMENDATION:

Staff requests authorization from the Mayor and City Council for the brand name purchase of one Sutphen Monarch Rescue Pumper from Sutphen, Inc. of Dublin Ohio for a total price not to exceed \$586,650.00.

DISCUSSION:

A dedicated working group of members of the Fire Department undertook an extensive side-by-side comparison of custom fire apparatus in order to evaluate which manufacturer's product would best meet the fire protection needs of the citizens of Peachtree City. The Sutphen engine was deemed superior by a majority of committee members in all categories evaluated when compared to products from Pierce, Fierra, Rosenbaur, E-One and Crimson. The categories evaluated included handling, cab entry and hose loading height, strength of chassis and quality of workmanship. Public Works maintenance personnel, who will ultimately work on the vehicle, found the Sutphen superior to others evaluated and were impressed by the quality of construction and access to a fleet of six qualified maintenance technicians each with a stockpile of parts available in the Atlanta metro area to address any warranty issues.

A national bid process was conducted by the Houston-Galveston Area Council's cooperative purchasing program HGACBuy. Through this cooperative agreement, Sutphen (and many other Fire Apparatus Manufacturers) offered their best lowest pricing for a base model, Monarch engine as well as locked in itemized pricing for a host of optional features. Using this purchase cooperative's resources additions and subtractions from the base model resulted in a bid price of \$ 586,650 with guaranteed delivery 330-360 days from the receipt of the order.

Budget Impact:

The 2017 Public Improvement Program budgeted \$ 660,000 for this replacement apparatus, this engine is \$ 73,350 below the budgeted amount. While some additional equipment purchases will be necessary to put this vehicle into service, the overall cost should be substantially below what was budgeted.