

**City Council of Peachtree City
Agenda
October 6, 2016
7:00 p.m.**

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Announcements, Awards, Special Recognition**
 - Saved by the Belt Award – Katie & Joseph Castrillo
 - Recognize Carol Lavin, Library – 20 Years of Service
 - Presentation to Recreation and CVB from PTCBMX
- IV. Public Comment**
- V. Agenda Changes**
- VI. Minutes**
 - September 15, 2016, Regular Meeting Minutes
- VII. Consent Agenda**
 - 1. Consider Appointment(s) to Planning Commission – Lisa Ann Curtis, JT Rabun; Stacy Holcomb (alternate)
 - 2. Consider Official Intent Resolution – Lease/Purchase/PTCGFC
 - 3. Consider Acceptance of GEMA/Homeland Security Grant (CERT)
 - 4. Consider Agreement with West Point Fire Department (Training)
 - 5. Consider Acceptance of GMA Safety Grant
 - 6. Consider Intergovernmental Agreement with Fayette County for Paving Portions of Redwine Road
 - 7. Consider Extension of Agreement with SAFEbuilt Georgia, Inc., for Building Department Services and Supplemental Planning Services and to Amend the FY 2017 Budget Resolution
- VIII. Old Agenda Items**
- IX. New Agenda Items**
 - 10-16-01 Public Hearing – Consider Amending Conditions of Zoning, 1.68-acre Tract, Wilshire Village Retail Subdivision
 - 10-16-02 Public Hearing – Consider Variance to Rear Setback, 208 Greensway
 - 10-16-03 Public Hearing – Consider Variance, Encroachment into Floodplain, 1000 Commerce Dr.
- X. Council/Staff Topics**
- XI. Executive Session**
- XII. Adjourn**

City Council of Peachtree City
Meeting Minutes
September 15, 2016
7:00 p.m.

The Mayor and City Council of Peachtree City met in regular session on Thursday, September 15, 2016. Mayor Vanessa Fleisch called the meeting to order at 7:00 p.m. Others attending: Terry Ernst, Mike King, Kim Learnard, and Phil Prebor.

Announcements, Awards, Special Recognition

Mayor Fleisch recognized Fire Chief Joe O'Connor for 15 years of service with the City. Members of American Legion Posts 105 and 50 and the Marine Corps League accepted the proclamation for POW/MIA Recognition Day, which was September 16. Public Works' Cart Path Crew received The Effort Always Matters (TEAM) award for completing 9.09 miles of cart path repaving during FY 2016. The goal was nine miles each fiscal year (which would end on September 30). Those recognized included Robert Werner, Damarcus Hunter, Thomas Robertson, Jason Hannah, Jerry Williams, Jeffery Webb, Joshua Parks, James Smith, Jimmy Freeman, James Owens, Stanley Chutkhan, Anthony Tornatore, Robert Mills, Wayne Newman, Henry Godfrey, Oscar Aguayo Galvez, Mat Dudka, and Fred Holmes.

10-Minute Talk

Southern Conservation Trust

Jim Qualls, a member of the Southern Conservation Trust (SCT) board of directors, addressed Council, saying the SCT's mission was to enhance the quality of life through conservation in the community. Line Creek Nature Area was the most popular site, with approximately 30,000 visitors each year. Since 1993, SCT had managed nature areas in the City and invested \$25,000 – \$30,000 annually. The Flat Creek Nature Area near The Fred had a 1,200-foot boardwalk that gave visitors a glimpse into the 513-acre forested wetland. Another popular site at Flat Creek was near the Taco Bell on Crosstown Court, where the wetland area had eroded due to people taking their golf carts into the area. SCT had turned part of the area into an official trail and had blocked other parts of the area to control access. In addition to the 583 acres SCT managed in Peachtree City, SCT managed another 1,845 acres located not only in Fayette County, but others as well, that had tributaries that went to the Flint River. Some of those areas were open to the public, including the newly-opened 308-acre nature area known as The Ridge in Fayetteville. Partners in The Ridge included Clayton State University and Gordon College, and both were conducting wildlife studies at the nature area. Fayetteville was leveraging its hotel/motel tax to develop The Ridge, which was located at the end of Burch Road. Future phases included a gazebo, outdoor classroom, picnic shelters, and a nature center. Only three acres of The Ridge would have been disturbed upon completion of those projects. SCT, along with multiple partners, was also developing a seven-mile paddle trail on along Whitewater Creek, beginning at The Ridge and going to Starr's Mill. Qualls said a "hike and like" event was scheduled at Line Creek on September 25. The ribbon-cutting for the new stormwater detention/wetlands area at Line Creek (partnership between City, SCT, and Trinity Development) would also be held that same day at 2:00 p.m.

Minutes

August 4, 2016, Executive Session Minutes

September 1, 2016, Regular Meeting Minutes

King moved to approve the August 4, 2016, executive session minutes and the September 1, 2016, regular meeting minutes as written. Learnard seconded. Motion carried 4-0-1 (Ernst).

Monthly Reports

There were no comments on the Monthly Reports.

Consent Agenda

1. Consider Non-Profit Funding Agreement – Fayette Senior Services

2. Consider Non-Profit Funding Agreement – Promise Place

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

Old Agenda Items

06-16-06 Update on County-wide Branding Initiative

Fayette County Chamber of Commerce President & CEO Carlotta Ungaro gave an update on the initiative. Branding was the term for the identity of a product, service, organization, individual, or marketplace built through marketing and messaging. She noted the County-wide branding had come out of the Fayette Visioning plan, saying that branding was important to economic development, talent recruitment (the County had trouble keeping millennials and young families), and community cohesiveness. The Fayette County Development Authority (FCDA) was in the process of attracting jobs and capital investment in the County using a good branding campaign.

A very specialized marketing company was required for developing a brand, and Requests for Proposals (RFPs) were sent out. Nine proposals were returned, and the list was narrowed to three companies that were interviewed by the committee. DCI of New York City was selected, and Ungaro pointed out the company only did community marketing and had been in business since 1960. They had worked with more than 450 communities, states, and countries. The team had done their homework prior to the interview. The budget for the branding campaign had been set at \$90,000, and DCI's proposal had been \$79,963. The proposals ranged from \$43,000 to \$212,000.

DCI planned to visit Fayette County for two days in October for an immersion tour. Ungaro said she was working on a schedule to get them around the County in that time. The recommendations and the brand should be back by mid to late March. Ungaro said things would be quiet for a few months, and she would come back with a report anytime Council desired.

New Agenda Items

09-16-03 Consider FY 2017 Budget for Keep Peachtree City Beautiful

Keep Peachtree City Beautiful (KPTCB) Executive Director Al Yougel asked Council to approve the FY 2017 budget. He noted that he had been asked by the Mayor and Council to get a local chapter of Keep America Beautiful started in 2008, and the charter had been received by the end of 2009. The motivating force at the time was a litter problem. He continued that the problem was actually with litterers. The key elements of KPTCB's success were the support from the City, courts, Public Works, Public Safety, probation, and community service workers, with the assistance of mature, reliable, motivated supervisors and funding.

Yougel continued that 63% of households in the City were recycling, noting there had been an increase in the drop off of glass recycling since residential carriers had stopped taking it in February 2016. During the last year, KPTCB had taken care of 55 trash cans on the cart paths, seven dog stations, and a lot of special events held in the City. More than 1.2 million pounds of recyclables had been dropped off, and KPTCB had received \$15,700 from the sale of the recyclables. Eight thousand five hundred (8,500) hours had been spent by Community Service workers picking up litter on 83 miles of streets and approximately 100 miles of cart paths. Two

thousand six hundred (2,600) Community Service workers had logged 21,200 hours. The recycling program included 110 bins located at 11 schools in the City and seven municipal buildings, as well as placing bins at special events held in the City. The Rockaway Road compost site was open for 625 hours, had 17,500 vehicle visits, chipped 1,100 (or more) Christmas trees, and was the collection site for more than 228,000 pounds of "stuff" during the City's annual spring clean-up held the first weekend in May. To date, KPTCB had collected 63 truckloads and 26 trailer loads of trash from the path system. The trash removed from the path system also included limbs and grass clippings residents illegally dumped in the greenbelt and along the path. The concerns were the pull cost of the recyclables compared to the commodity values, the collection of paper and cardboard at schools, vehicle replacement, and commercial trash activity.

Yougel continued that KPTCB received funding from a \$1 franchise fee for every household with garbage service per quarter, which was collected quarterly from the approved residential garbage and recycling companies. He asked Council to consider increasing the fee to help make up the shortfall in revenue the organization received from recycling companies for materials dropped off at the Recycling Station, which had decreased from \$26,000 annually to \$15,000 due to the reduction in value of recyclables. The revenues received from all the recyclables had gone down, while the cost to have the recycle containers had gone up. The more successful they were, the less money they got, Yougel said.

The proposed budget for FY 2017 was \$158,130. Anticipated revenues included the \$43,600 in the waste haulers franchise fee; \$18,400 from recyclables/Earth Day/fees; \$50,370 for the litter/compost contract; and \$45,760 for cart path litter/trash pick-up. Expenditures were also estimated at \$158,130; however, there were no allocations for facility improvements or capital reserves. The estimate to have the 20-yard bins pulled was \$56,700 (\$14,175 per quarter), which was a \$5,500 increase. Yougel noted that the total for insurance for KPTCB was \$7,000 annually.

Learnard asked Yougel what he needed. Yougel said an increase in the franchise fee was needed as well as a tax/fee for commercial haulers in the hopes those carriers would handle the garbage in a more responsible manner. He noted that he often saw trash flying out of the garbage collection trucks when they were in the City. Learnard asked Yougel to submit a proposal to Council.

City Manager Jon Rorie said the City had increased the KPTCB budget though the General Fund to help balance out the issues. Staff had also discussed an increase in the franchise fees. He said they had to figure out a way to address the issues with the commercial haulers.

Yougel said the fee should be increased from \$1 to \$2 per customer per quarter. He reiterated his feelings that the City needed to establish the same requirements for the commercial haulers as were in place for the residential companies.

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

Council/Staff Topics

Discuss Lake Peachtree Spillway Design

Rich Greuel of Integrated Science & Engineering (ISE) said the team had come up with some options since the June 7 workshop, when they had discussed the various types of spillways with Council. Dan Davis of ISE, Randy Bass and JR Collins from Schnabel, and Annette Bowman would discuss the ancillary areas around the dam.

Greuel said the challenge with the project was to rip out and replace the spillway without increasing flooding upstream or downstream and still making it compliant with all the state regulations.

Bass said a decision had been made in 2014 to keep the dam at Category 2, which would not require any oversight from the state. However, the state could change the regulations at any time and require the dam be Category 1 again, so Council's direction was to have the spillway and dam meet the Category 1 criteria so no further work would be necessary. He noted the recent floods in South Carolina, saying if that had happened here under the current conditions, the dam would have washed out and there would no longer be a Lake Peachtree. Presently, the spillway could handle a 100-year storm (eight inches in 24 hours), but that South Carolina had had 22 inches, most of it in 24 hours.

To meet all the criteria, the team considered a three-stage piano key weir with the piano keys at different elevations. The advantages of this type of weir included it mimicking the existing discharge rates of the existing spillway (100-year discharge would be 99.7% of current discharge, resulting in minimal increase in threat to downstream properties). It would mimic the flood elevation of the lake [100-year flood elevation within 0.03 feet (1/3 inch) of current flood elevation resulting in minimal increase in threat to upstream properties as a result of spillway management]. There would also be no mechanical devices to maintain or replace, which meant minimum long-term maintenance costs. The current Georgia Safe Dams Category 1 Design Standards would be met.

Bass continued that there had been a lot of analysis of piano key weirs, but none had been constructed in the United States to date. Schnabel's office in Greensboro, N.C., was currently designing one for construction next year. A three-stage piano key weir was unique, and special modeling had to be done to understand how it would work.

Collins said the piano key design features included Stage 1 for control of normal pool and smaller storms (at normal pool). Stage 2 controlled 100-year flood events (two feet above normal pool). Stage 3 controlled extreme flood events (4.5 feet above normal pool). A parapet wall would increase the dam height by approximately 1.4 feet via a berm along the northern face of the dam. Upstream channel improvements would improve the channel to the spillway to ensure flows could reach the spillway without causing upstream flood increases. The two low and middle stage keys would be in the middle, with the bigger keys on the outside. The area at the edge of the peninsula would be shaved down and used as borrowed material to allow for a smoother transition between the lake and the spillway, which would keep the spillway as functional as possible while providing the contractor the borrow material needed for a coffer dam to keep the work area safe.

During construction, Bass said the lake would have to be lowered, but not drained. The dam would be built during hurricane season (September through November), so the chances of flooding would be minimized. Vegetation growth would also be minimized during that time. A coffer dam (*a temporary watertight enclosure that is pumped dry to expose the bottom of a body of water so that construction can occur, The Free Dictionary*) would be constructed to protect the work area. The entire dam site would be closed for the duration of the construction. Kelly Drive/McIntosh Trail would remain open, and Fayette County Water System and the City's Public Works employees would have access.

Rorie referred to future changes in the Environmental Protection Division's (EPD) regulations, asking about the possibility of installing manual gates. Rorie said the purpose of the gate would be to help relieve the pressure on the lake, and it would not have ballasts and compressors and a

lot of mechanical parts. Greuel said the gate would be more of a valve, turned by a wheel that was turned by hand.

Lee Pope of the Fayette County Water System said the design would meet the regulations for the minimum flow downstream, which was not being met at this time. Water stream gauges were installed above and below all of the reservoirs to ensure aquatic life was maintained. When the reservoir would get too low, no water would be released. A 30-inch drain was located next to the intake structure in the dam, and it was the only drain in the reservoir. The drain was 60 years old, and it had not released enough water to keep the reservoir drained during the dredging done earlier in the year. The drain had also broken at one point, and divers were brought in to make repairs. If the drain was the only release structure, it would have to be upgraded.

Pope recommended adding another drain to the new spillway structure, something that could be operated manually in the event of an emergency so the minimum flow downstream could be maintained. The cost impact should be minimal at this time. King asked what the cost would be. Bass said a 30 or 36-inch gate would cost \$10,000 – \$15,000 for installation.

Rorie said this was the time to capitalize the cost over the next 50 years, and the opportunity was here to do it right. They had to look at the long-term investment when spending pennies on the dollar in today's dollars compared to going back and fixing with tomorrow's dollars. Pope said the additional drain might not ever be used, but they should think about it. He said the weir design was ingenious, and the team had done an excellent job on design and research.

Greuel explained that a coffer dam was a temporary dam that would keep the worksite from flooding during a rain event. Rorie asked if it would be possible for the lake to fill to the coffer dam with the one drain. Rorie said the coffer dam could help with the "weather permitting" issue. Bass said there could be storm that would wash out the coffer dam. To minimize that possibility, they had talked about lowering Lake Kedron in the event of a big storm, and Lake Kedron could be used for flood storage so the coffer dam did not wash out.

Learnard asked if there would still be a downstream flow with the coffer dam in place. Bass said there would. Learnard asked how the elevation of the piano key weir would compare to the current spillway. Bass said the lowest stage would be at the current spillway elevation. She asked how much higher the other keys would be. Greuel said the second low key would be approximately two feet higher, and the outer keys would be four feet higher than the lowest key (first stage).

Davis said they had hoped to preserve the existing spillway and build the piano key weir behind it, but it would not fit, and that was the reason for the coffer dam. The existing spillway had to be demolished. The construction should be done by June 2018. The lake would be lowered in August 2017 for the construction, but not to the same extent as it had been for the dredging, and the water would be back in April 2018.

The anticipated construction cost of the spillway was approximately \$3.1 million, Greuel said. The recommended contingency was 15% (\$465,000). The number had been checked by the contractor who worked on Lake McIntosh. The team would continue to refine the numbers as the designed progressed.

Fleisch asked if the permits and timing were on the right path. Rorie confirmed they were still on schedule with the permitting.

Greuel discussed the multi-use path considerations, noting the existing system split the cart path on Kelly Drive/McIntosh Trail bridge. There was no separation between the vehicles and golf carts. Pedestrians needed to step into automobile traffic lanes to allow carts to pass. The alternatives considered included reconfiguring the existing roadway bridge, realigning the existing path, and constructing a new path to an alternate bridge.

Greuel said one recommended alternative was to construct a new cart path by the Community Garden to the existing Boxwood Court bridge (Phase 1), adding there was only a 300-foot difference in distance. Challenges were anticipated with the path reconfiguration, Greuel said, adding that people had been using the current path since 1990. The Boxwood Court bridge was a single-lane bridge measuring seven feet wide. Phase 2 would be to construct a new path along the dam after the construction was finished.

Bowman discussed the potential park improvements, recommending a parking area near the spillway. For those interested in getting around the lake, Bowman suggested giving everyone an opportunity to do what they enjoyed while still being able to get from place to place. The path users would be able to get through on the paths, or they could sit and just gaze out over the water. She believed in crime prevention through environmental design, adding that a police officer would be able to easily drive through the parking lot and see what was going on. There were opportunities to enjoy the lake or continue on around the lake. Bowman also recommended thinning out some of the vegetation so people could visually enjoy the lake.

Learnard asked about the parapet wall. Greuel said that would be a berm, which would raise the height of the dam so it would not be overtopped during a flood event. Sometimes it was an actual wall. In this case, not that much height was needed, so they were planning a landscaped berm that would blend in to the surroundings. He estimated the bridge and cart path improvements at \$800,000. A bridge over the spillway would be 15 feet wide (standard was 12 feet but this would allow people to be walking on the bridge as well as golf carts) by 160 feet long and would cost \$400,000 – \$450,000. The supports for the bridge would be engineered into the spillway, and the bridge could be added later. Permitting would not be needed.

Fleisch asked when the trees on the other side of the dam would be taken down. Rorie said staff would start cleaning underbrush along with the construction. Fleisch asked what was needed from Council at this time. Rorie said the work done so far was based on the charrette held during the June workshop. They wanted to be very public with what would be going on, and they did not want the engineers to design a piano key weir and find out it was not wanted in a few months. The purpose was to begin construction in August 2017, and if they were going to meet that target, they had to start the design work now. Council indicated agreement with moving forward in designing the tiered piano key weir spillway presented that night.

Davis said the team planned to be back before Council with periodic updates and refinements in the cost estimates.

Rorie reported that the work on Senoia Road for the MacDuff Parkway bridge was on target and moving forward. He had shared that information with Tyrone Town Manager Kyle Hood. City Engineer Dave Borkowski said the anticipated opening of the road to through traffic would be between October 1 and October 15. A four-way stop would be created at the intersection with the extension of Kedron Drive, and there would be a work area in that vicinity for bridge pieces and equipment.

Police Chief Janet Moon addressed the possible routes for school buses, saying the Department was working with Roxanne Owen and Doe Evans at the Fayette County Board of Education. The

buses would either continue to use Senoia Road or would turn around at Belvedere. They planned to keep the crossing guard at Crabapple Elementary School.

Learnard reported that she crossed the 5K finish line at the Divas Half-Marathon & 5K held on September 10, adding the route was great and Public Services were great. O'Connor said the organization was looking at coming back to the City, but in the spring of 2018 instead of the fall.

Executive Session

An executive session was not needed, according to Mark Sumner, who was filling in for City Attorney Ted Meeker.

There being no further business, Learnard moved to adjourn the meeting. Ernst seconded. Motion carried unanimously.

The meeting adjourned at 8:58 p.m.

Pamela Dufresne, Deputy City Clerk

Vanessa Fleisch, Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

FROM: Jonathan N. Rorie, City Manager 

DATE: 9/23/2016

SUBJECT: Consider Appointment of Planning Commission Members
Consent Agenda, October 6, 2016

Recommendation:

Appoint Lisa Ann Curtis and JT Rabun to the Planning Commission Board to serve the term 10/1/16 – 9/30/19. In addition, appoint Stacy Holcomb as an alternate member, in the event a vacancy occurs.

Discussion:

The Selection Committee - composed of Council Members Kim Learnard and Mike King, Planning Commission Chairman Frank Destadio and myself, considered five (5) applicants for the vacancies on the Planning Commission.

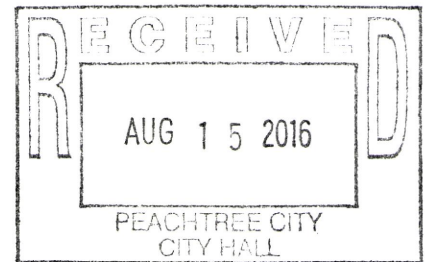
The Committee met with the applicants and learned of their experience and qualifications to serve on the Planning Commission. This particular group of applicants was extremely qualified and made our decision very difficult. Our recommendation, as stated above, is to appoint Lisa Ann Curtis and JT Rabun as a board members and appoint JT Rabun as an alternate to the Planning Commission.

Copies of their applications are attached for your review.

Budget Impact:

This item should have no budgetary impact.

PLANNING COMMISSION
APPLICATION FOR APPOINTMENT



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

The Planning Commission is comprised of five members appointed to three-year terms. Meetings are held on the second Monday of each month at 7:00 p.m. Members are required to attend a minimum of eighty percent (80%) of all meetings. **Applicants are encouraged to attend as many Commission meetings as possible in an effort to become familiar with the responsibilities of the Commission.** Appointees will also be required to attend various Planning Commission Training classes and meetings paid for by the City as part of their service on the Commission. The Commission is responsible for assisting in the administration of the City Zoning Ordinance and Land Development Ordinance and for reviewing site plans and landscape plans for commercial and industrial development.

Please take a few minutes to complete the form below and answer the questions on the reverse side of this form and return it with a resume, if available, to Debbie Lemay, City Hall, 151 Willowbend Road, Peachtree City, GA 30269 by **5:00 p.m., on Friday, August 26, 2016.** Interviews will be held the week of September 5, 2016. Debbie will contact you with meeting times.

If you have any questions, please call (770) 487-7657.

Information provided on this form is subject to disclosure as a public record under Georgia Open Records Law.

NAME Lisa Ann Curtis

ADDRESS 143 Wynnmeade Pkwy

Peachtree City, GA 30269

TELEPHONE (Cell Phone) 404 803 6885

(Alt Phone) _____

(Email) lisa.curtis@world-mail.org

Lisa Ann Curtis
Signature

8/12/16
Date

How long have you been a resident of Peachtree City?

8 years 10 months

Why are you interested in serving on the Planning Commission?

I'm looking for a way to give back to PTC and help find solutions to "our" city challenges while keeping the original plan framework.

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

(Licensed/Registered Architect, Landscape Architect)

Bachelors Mechanical Engineering
Construction Management Experience - Industrial
Project Management experience

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

- Operations Mgr - Goforth Williamson, Inc
- Construction Mgr - American Process, Inc
- Regional Facilities Mgr - McMaster Carr Supply Co.
- Director Engineering & Maintenance - EMD Chemicals, Inc

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

2009 Alternate to City Planning Committee

Attended PTC 101 Course

Ability to read/interpret engineering documents.

Ability to research/interpret codes and regulations.

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

1

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

Yes

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

No

Describe your current community involvement.

- Supportive parent of Kids R Kids North Daycare
- Attend community events
- FRED Patron
- CERT Member

Lisa A. Curtis PMP

143 Wynnmeade Parkway
Peachtree City, Georgia 30269

Telephone: 404.803.6885
Email: lisa.curtis@world-mail.org

BS (Mechanical Engineering)

Leader, Creator and Executor of Engineering, Operational, Construction and Health and Safety programs with more than 15 years delivering results that consistently exceeded short/long-term objectives and increased bottom-line profitability for companies ranging from \$50M to \$2.4B annual gross revenues.

Key Areas of Competencies

- ♦ Multiple Discipline Program Management
- ♦ High Standard of Ethics, Integrity and Leadership
- ♦ Design, Construction & HSSE Management
- ♦ Integration of Customer, Engineering & OPs Visions
- ♦ Engineering, Operations and HSSE Training
- ♦ Capital and Strategic Planning
- ♦ Large & Small Project Scope & Budgets
- ♦ Effective Multi-Level Communication
- ♦ Forming & Leveraging Vendor Alliances
- ♦ Mentoring and Skills Development

Professional Experience

Goforth Williamson, Inc. – Griffin, GA

2016-Present

A Pump Distributor and Engineered Industrial and Municipal Pump Repair company.

Operations Manager

Responsible for all service and repair aspects of engineered industrial and municipal pump repair engineering, shop machining, mechanical assembly, quality and safety for the rapidly expanding Griffin, GA facility.

American Process, Inc. – Atlanta, GA

2014-2016

A Bioenergy and Biomaterial Research & Development Company

Technology Implementation Project Manager (Dual Role)

Implement **strategic technologies** for process demonstration, manage engineering design, construction and commissioning by utilizing internal and contract resources for the Biorefinery and Biomaterial research facility in Thomaston, GA.

> Instrumental in **fast paced** successful process scale up of biomass based Nanocellulose process from **lab scale to production** volume within a **9 month** compressed schedule. Project introduced **new chemical process** to facility and was **executed safely** within the capital expense budget. Responsible to VP of Technology Transfer for **all project phases** from Mechanical Engineering Design, Construction and through Commissioning.

> Responsible for the implementation of all **cutting edge bioenergy technologies** in the American Process Thomaston Biorefinery. Managed all capital expense projects from **engineering through construction and start-up**. Project budgets range from **\$50k to \$3M** in 2015.

Corporate HSSE Program Manager (Dual Role)

Corporate Safety Officer **facilitating** and **inspiring robust** company-wide HSSE programs that deliver **OSHA, EPA and regulatory compliance** for demonstration facility while being **commercially scalable** to new customer and production processes in the global bioenergy industry.

- > Provide **vision and leadership** establishing best practices for safety as a comprehensive **strategy to reduce safety incidents and improve productivity** while demonstrating exemplary **environmental stewardship**.
- > Develop **HSSE operating and training plans**, perform **hazard assessments**, evaluate **regulatory compliance**, perform **audit** processes and ensure **root cause analysis** driven solutions are implemented for **continuous improvement** and **elimination of incidents** or risk exposure. **PHA Leader** utilizing **HAZOP** and **What if** techniques for **PSM** and Hazard evaluation.

Owens-Corning Roofing – Atlanta, GA

2013-2014

A Fortune 500 company and the world's largest producer of fiberglass products.

Over 18,000 employees and \$5 billion dollars in sales in 2013. Roofing & Asphalt is a division the Building Materials group

Maintenance Leader (Manager)

Reported to Plant Manger and responsible for the **reliability**, materials management, capital projects (\$50k - \$300k) and maintenance of equipment to support 6 days a week 24/7 operations for the Atlanta asphalt roofing facility. Managed **all aspects of plant maintenance** including craft personnel, purchasing, spare part inventory, reliability, planning, scheduling and training.

McMaster-Carr Supply Co. – Atlanta, GA

2007-2012

A global private, family-owned supplier to industrial and commercial facilities of over 3,000 employees \$2 billion in annual gross revenues

Regional Facilities & Infrastructure Manager

Directed staff responsible for **expense budgets, infrastructure and maintenance** effectiveness in support of the distribution facility, warehouse, call center and information technologies infrastructures while ensuring governmental regulatory and safety compliance. Reduced monthly equipment downtime from **20 hours a month to 1 hour a month** while **reducing the overall maintenance budget by 25% over a 4 year period**.

EMD Chemicals, Inc. – Savannah, GA

2004-2007

Represents the North American extension of Merck KGaA, Darmstadt, Germany with 800 employees and annual sales \$400M

Director of Engineering & Maintenance

Lead department of **engineers, maintenance leaders and mechanics and technicians** in a 24/7 manufacturing and R&D facility of **\$4 million** operational and **\$8 million** capital budgets, generating **\$400 million** annual gross revenue.

- > **Implementation project management** for a computerized maintenance management system (CMMS), transitioning the maintenance approach from **100%** reactive to **80%** proactive. Upgraded CMMS to SAP Technology.
- > Transitioned the production and maintenance teams to a **metric driven**, scheduled maintenance program utilizing a CMMS, reliability and trade skills training and collaborative production schedules resulting in a **9%** plant headcount reduction while meeting productivity goals.
- > **Decreased** equipment **down-time** for EMD Chemicals Inc. by **40%** in **2** years, while simultaneously reducing annual maintenance expenditures by **8%** without compromising equipment performance.

Prior 2004 Professional Experience

CH2M Hill-Lockwood Greene, Savannah, GA

2000 to 2004

Lead Project Mechanical Engineer

Northern Trust Retirement Consulting, Atlanta, GA- Officer

1996 to 2000

Manager/Process Engineer

Lockwood Greene, Atlanta, GA

1993 to 1996

Field Process Engineer/Lead Mechanical Designer

ABB Lummus Crest, Houston, TX

1992 to 1993

Assistant Engineer

Education & Certifications

Bachelors of Mechanical Engineering

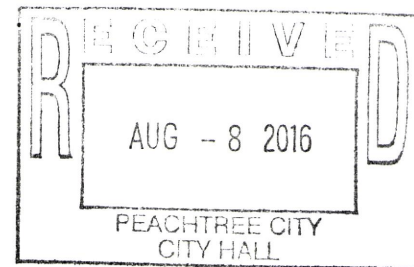
Georgia Institute of Technology, Atlanta, Georgia, 1992

EIT Certificate No. 17568

- ♦ PMI PMP Certificate No. 1533292
- ♦ Member, Project Management Institute (PMI)
- ♦ OSHA 10 & 40 Hr. General Industry
- ♦ Notary
- ♦ **Six Sigma Green Belt** Certification No. 103241
- ♦ Past Certified Maintenance Reliability Prof. (CMRP)
- ♦ Dangerous Goods & Hazardous Material Shipping
- ♦ CPR/AED/First Aid

References Available Upon Request

PLANNING COMMISSION
APPLICATION FOR APPOINTMENT



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

The Planning Commission is comprised of five members appointed to three-year terms. Meetings are held on the second Monday of each month at 7:00 p.m. Members are required to attend a minimum of eighty percent (80%) of all meetings. Applicants are encouraged to attend as many Commission meetings as possible in an effort to become familiar with the responsibilities of the Commission. Appointees will also be required to attend various Planning Commission Training classes and meetings paid for by the City as part of their service on the Commission. The Commission is responsible for assisting in the administration of the City Zoning Ordinance and Land Development Ordinance and for reviewing site plans and landscape plans for commercial and industrial development.

Please take a few minutes to complete the form below and answer the questions on the reverse side of this form and return it with a resume, if available, to Debbie Lemay, City Hall, 151 Willowbend Road, Peachtree City, GA 30269 by 5:00 p.m., on Friday, September 18, 2015. Interviews will be held the week of September 28th. Debbie will contact you with meeting times.

If you have any questions, please call (770) 487-7657.

Information provided on this form is subject to disclosure as a public record under Georgia Open Records Law.

NAME JT Rabun

ADDRESS 101 Laurel Court, Peachtree City, GA 30269

TELEPHONE (Cell Phone) _____

(Alt Phone) 770-631-1263

(Email) JTRabun@yahoo.com

Signature

JT Rabun

05 Aug 2016
Date

How long have you been a resident of Peachtree City?

15 years

Why are you interested in serving on the Planning Commission?

I seek to apply my experience, knowledge, skills, and abilities as a civil and transportation engineer to sound decision making regarding Peachtree City's future growth and development.

What qualifications and experience do you possess that would benefit the Planning Commission?
(Licensed/Registered Architect, Landscape Architect)

**Georgia Professional Engineer
Land Surveyor in Training in Georgia
GSWCC Level 2, Introduction to Design
OSHA 40-hour HAZWOPER
Transportation Research Board Management of Quality Assurance Committee Member
Transportation Research Board Pavement Preservation Committee Member
AASHTO Standing Committee on Performance Management**

My experience includes a board range of transportation engineering and research, and municipal engineering. I have roadway design experience including traffic operations and drainage design. I have pavement management, pavement design, construction materials, and quality assurance experience. I have specific municipal engineering experience in Peachtree City including subdivision design, drainage and retention design, water and wastewater design.

I have actively participated as the Planning Commission Alternate since October 2015. I attended the Planning and Zoning 101 training with City Council and City Staff members.

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

Georgia Department of Transportation

**September 2012 – Present
February 2004 – August 2012
September 2001 – January 2004
February 2001 – August 2001
July 1995 – January 2001

December 1990 – July 1995**

**Assistant State Materials Engineer
Assistant State Materials and Research Engineer
State Pavement Engineer
Regional Bridge Inspection Engineer
Materials and Research Branch Supervisor;
Geotechnical Engineer
Transportation Engineer**

MG Engineering and Construction Company

March 1989 to November 1990 Project Engineer

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

I have actively participated as the Planning Commission Alternate since October 2015. I attended the Planning and Zoning 101 training with City Council and City Staff members. I serve as a volunteer judge the annual Future City competition for Middle School students.

Have you attended any Planning Commission meetings in the past year and, if so, how many? Are you willing to take continuing Planning Commission education classes, paid by the City? Would there be any possible conflict of interest between your employment and you serving on the Planning Commission?

I have attended all but two Planning Commission meetings since being appointed as the Alternate to the Commission last year. I am willing to participate in continuing Planning Commission education classes. There is the possibility of a conflict of interest for projects involving work on State Right of Way. If a conflict arose, I would recuse myself from action on that item.

Describe your current community involvement.

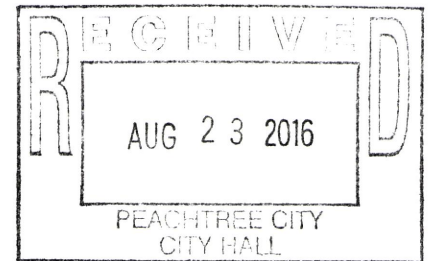
Member of a local church

Member of the Industry Advisory Board of the School of Civil Engineering at Southern Polytechnic State University/Kennesaw State

Mentor for newly hired engineers participating in the Professional Engineer Development Program assigned to the Office of Materials and Testing

Volunteer judge the annual Future City competition for Middle School students

PLANNING COMMISSION
APPLICATION FOR APPOINTMENT



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

The Planning Commission is comprised of five members appointed to three-year terms. Meetings are held on the second Monday of each month at 7:00 p.m. Members are required to attend a minimum of eighty percent (80%) of all meetings. **Applicants are encouraged to attend as many Commission meetings as possible in an effort to become familiar with the responsibilities of the Commission.** Appointees will also be required to attend various Planning Commission Training classes and meetings paid for by the City as part of their service on the Commission. The Commission is responsible for assisting in the administration of the City Zoning Ordinance and Land Development Ordinance and for reviewing site plans and landscape plans for commercial and industrial development.

Please take a few minutes to complete the form below and answer the questions on the reverse side of this form and return it with a resume, if available, to Debbie Lemay, City Hall, 151 Willowbend Road, Peachtree City, GA 30269 by **5:00 p.m., on Friday, August 26, 2016.** Interviews will be held the week of September 5, 2016. Debbie will contact you with meeting times.

If you have any questions, please call (770) 487-7657.

Information provided on this form is subject to disclosure as a public record under Georgia Open Records Law.

NAME Stacy A. Holcomb, R.A.

ADDRESS 104 Oak Newel
Peachtree City, GA 30269

TELEPHONE (Cell Phone) 678-642-5186

(Alt Phone) _____

(Email) StacyHolcombCH2M@gmail.com

Stacy A. Holcomb, R.A.
Signature

August 24, 2016
Date

How long have you been a resident of Peachtree City?
20 months, Since January 2014.

Why are you interested in serving on the Planning Commission?

I admire the originating concept of Peachtree City as a development scheme. I also enjoy living here due to the amenities and community feel. I've been wanting to get involved in the community and see this position as an opportunity to use my skill, experience, and knowledge to contribute.

What qualifications and experience do you possess that would benefit the Planning Commission?
(Licensed/Registered Architect, Landscape Architect)

I am a professionally licensed architect in the state of Virginia. I have experience in military (urban) planning in the US, Germany, Iraq, and Afghanistan.

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

Architect/ Master Planner- CH2M; 2006 - Present
Architect/ General Engineer- Department of the Army- 1998- 2006
Architect- US Army Corps of Engineers

Do you have any past experience relating to City planning? If so, describe.
I was significantly involved in the master planning of the International Zone of Baghdad, Iraq. I've planned several contingency military bases in Afghanistan. I was the lead planner for multiple kasernes (military installations) for US forces in Germany. This involved tracking real property, developing CIPs, presenting them to the public, and enforcing codes and criteria for new development.

Have you attended any Planning Commission meetings in the past year and, if so, how many?
No.

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

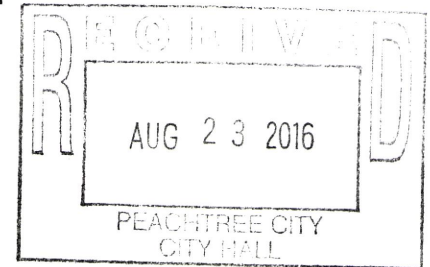
Would there be any possible conflict of interest between your employment and you serving on the Planning Commission?
No.

Describe your current community involvement.

I am not currently involved in any community activities. I coached girl's softball when my daughters were involved. I see this position as a way to become involved in the community.

Stacy A. Holcomb, R.A.
104 Oak Newel
Peachtree City, GA 30269

T 678-642-5186



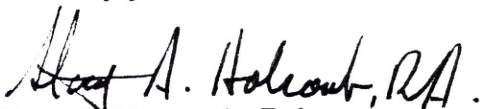
City of Peachtree City, GA
153 Willowbend RD
Peachtree City, Georgia 30269

Greetings,

I am writing in regards to the Planning Commission Board volunteer position. I'm an architect, professionally registered in Virginia, living in Peachtree City since January 2014. In addition to architecture, I have experience with master planning. As both an architect and a planner, I am intimately aware of how important it is to both develop, abide by, and enforce codes and criteria. My planning experience four countries on three continents so I fully understand the need to be firm yet flexible while focusing on the big picture and the long term benefits of quality planning.

Having lived in Fayette County over 12 years and, specifically, Peachtree City for almost two years, I've come to enjoy the many amenities and unique feel of our city. I feel this volunteer position gives me the opportunity to give back to the community I've come love. I want to be a part of the Planning Commission, a part of guiding future development that allows progress yet preserves our history and context. I feel my broad and varied experience; to include serving in a volunteer position on the Board of Building Maintenance Appeals for the city of Chesapeake, VA; will provide great value to both the City and its citizens. Thank you for your time and consideration. I look forward to hearing from you.

Sincerely yours,


Stacy A. Holcomb, R.A.

STACY A. HOLCOMB, R.A.

104 Oak Newel, Peachtree City, GA 30269 • 678-642-5186 • stacyholcombch2m@gmail.com • [LinkedInURL](#)

REGISTERED ARCHITECT

ARCHITECTURAL PLANNING & DESIGN / PROJECT MANAGEMENT / BUSINESS DEVELOPMENT

Creative, client-focused **Licensed Architect** with extensive experience directing all project phases from planning to completion of construction for new and existing government facilities worldwide. Exceptional organizational, problem solving, team building, leadership, and budget management skills. Effective interpersonal, communications, and conflict management abilities demonstrated by ability to garner buy-in from internal/external stakeholders. Proficient in AutoCAD, MicroStation, MS Word, Excel, and PowerPoint. Bachelor's degree in Architecture. Secret Clearance.

AREAS OF EXPERTISE

Aesthetic & Functional Design • Master Planning • Drafting & Sketching • Computer-Aided Design • 2D & 3D Renderings • Client Consultation & Interface • Architectural Planning • Design Charrettes • Client Presentations • RFPs • Selection • Construction & Renovation • Blueprint Review & Modification • Project Management • Management • Team Building & Leadership • Analytical Problem Solving

CAREER HIGHLIGHTS

- **Designed a broad range of building types comprising** commercial spaces, industrial buildings, residential housing, educational facilities, and hurricane protection systems for the federal government.
- **Charrette-** Facilitated one of the first design charrettes for the US Army Corps of Engineers; facilitated first ever design charrette for the Government of the Islamic Republic of Afghanistan.
- **Leading Edge-** First Housing Engineer for Department of Army in Germany; First Planner on the ground for LOGCAP IV in Kandahar, Afghanistan.
- **Successfully managed multi-year, multimillion-dollar Architecture-Engineering projects for the United States Department of Defense and the United States Army Corps of Engineers.**
- **Recognized for strong leadership and client focus**, earning nine performance awards as well as the Commander's Medal for Civilian Service.

PROFESSIONAL EXPERIENCE

CH2M, Atlanta, GA/Kandahar, Afghanistan (2006 to Present)

Lead Planner & Architect

Conducted infrastructure assessments of U.S. Air Force facilities, developed master plans for multiple military installations, and planned 200+ architecture projects totaling \$180 million for this American engineering company that provides consulting, design, construction, and operations services for corporations as well as federal, state, local, and international governments.

- **Led large-scale infrastructure design project for LOGCAP IV program in Kandahar, Afghanistan;** acquired land for operations; planned and designed headquarters, housing facilities, and operational areas; and presented plans to U.S. Air Force Command and Kandahar NATO Command.
- **Facilitated Master Planning** of a large expansion for a major military base in Afghanistan.
- **Served as lead architect of \$42 million, 88,000 sq ft Armed Forces Reserve Center** in Lake County, IL and \$1.7 million, 4,000 sq ft secure administrative building at MacDill Air Force Base in Tampa, FL.
- **Created innovative approach for using Building Information Modeling applications** to represent real-time 3D design solutions for client visualization.

U.S. ARMY, DEPARTMENT OF DEFENSE, Various Locations (1998 to 2006)

Architect-Engineer, Fort Macpherson, GA, 2004-2006

Managed various Architect-Engineering programs for bridges, dams, railroads, roadways, pavements, and airfields in the Southeast region. Served as member of Airfield Inspection team. Coordinated inspection scheduling, pro-

gramming, and funding for O&M programs and Military Construction projects. Tracked and monitored multiple project and program budgets.

- **Successfully executed over \$220 million in Operations & Maintenance projects within 2 years.**
- **Developed and implemented web-based Army Knowledge Online Working Group** as a clearinghouse for Southeast region O&M program data and information.
- **Army Airfield evaluation team to include operational infrastructure and pavements.** Member of PAVER implementation team.
- **Managed infrastructure maintenance and improvement programs** for dams, railroads, pavements, and facilities.

Architect-Engineer, Kabul, Afghanistan, 2003-2004

Built organizational infrastructure for engineering and facilities staff of the Afghanistan Ministry of Defense, Office of Military Cooperation. Defined position requirements, wrote job descriptions, developed training requirements, and scheduled training sessions. Developed and facilitated first-ever Fair-Bid Design-Build contract awarded by the Government of the Islamic Republic of Afghanistan. Participated in meetings with the Deputy Minister of Defense, Minister of Commerce, Minister of Finance, and Afghan National Army Engineering General.

- **Facilitated first design charrette process for the Government of the Islamic Republic of Afghanistan (GI-RoA),** collaborating with government ministers and representatives to develop the concept design for a standard municipal building slated for replication 330 times in various districts throughout Afghanistan.
- **Generated six prototype concept designs for company-sized housing facilities** for Afghan National Army troops.
- **Facilitated and managed the first ever design-bid-build contracting process** for GI-RoA.

Chief, Engineering, Plans, and Services Division, Darmstadt, Germany, 2000-2003

Led real property planning, utilization, repair, and maintenance for 20 military installations totaling 8.7 million sq ft. Conceived planning and funding strategies for military construction, maintenance and repair, and unit stationing projects. Managed a 20-member engineering staff; value-engineered all projects for greatest life cycle value; and developed Statements of Work (SOWs) for Architect-Engineering services contracts. Served as technical advisor to Director of Public Works. Built consensus among multiple agencies during planning, design, and construction phases. Managed a multicultural staff of 17 engineers, planners, construction managers, property managers, and administrative personnel from 12 countries. Developed and managed program budgets of up to \$670 million.

- **Liaised with host-nation government officials on engineering, contracting, construction, and permitting** issues related to the construction of a multimillion-dollar U.S. Navy facility.
- **Developed first-of-its-kind open-forum Master Planning voting system** for project selection and prioritization.
- **Briefed planning and engineering issues** for military stationing to senior military staff (2-3 star G.O.)
- **Advised senior military garrison staff** on planning, real property, and construction issues.

Housing Engineer/ Project Delivery Engineer, Hanau, Germany, 1998-2000

Provided technical advice to the Chief of Engineering Plans and Services, Director of Public Works, and senior garrison staff. Led seven engineers in the execution of engineering projects involving military construction, maintenance and repair, and unit stationing. Reviewed contract designs for accuracy and compliance in accordance with project criteria, coordinated multi-agency efforts for multiple concurrent projects, and reported project status to senior management.

- **Devised short and long-term plans for 10-year, \$670 million renovation program** for Army Family Housing facilities comprised of 9,800 units.
- **Managed program consisting of over 35 construction and renovation projects** to relocate the 1st Armored Division from Bad Kreuznach, Germany to Wiesbaden, Germany.
- **Facilitated weekly status meetings** with senior military staff, consultants, and senior civilians to adjust relocation program requirements and assure on-time delivery of projects.

U.S. ARMY CORPS OF ENGINEERS, Norfolk, VA (1992 to 1998)
Lead Architect

Oversaw architectural design of various state-of-the-art facilities for one of the world's largest public engineering, design, and construction management agencies. Projects included the Child Development Center at the Defense Supply Center in Richmond, VA; Central Fire Station at Langley Air Force Base (prototype for large U.S. Air Force fire stations worldwide); and Virginia Beach Erosion Control and Hurricane Protection system. Served as member of the Army Family Housing RFP National Evaluation Team and Chesapeake, VA Board of Building Maintenance Code Appeals.

EDUCATION & ACTIVITIES

HAMPTON UNIVERSITY, Hampton, VA
Bachelor of Architecture

HARVARD UNIVERSITY, GRADUATE SCHOOL OF DESIGN, Cambridge, MA
Designing for Education and Health Care Environments

ARMY MANAGEMENT STAFF COLLEGE, Fort Belvoir, va
Sustaining Base Leadership Management Program

LICENSING & AFFILIATION

Professional Architect License, APELSCIDLA Board, Department of Professional and Occupational Regulation (DPOR), State of Virginia, License No. 0401008812

PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jonathan Rorie, City Manager 

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

DATE: September 12, 2016

SUBJECT: Official Intent Resolution (Reimbursement Resolution)
Government Finance Corporation, Inc. Lease/Purchase
October 6, 2016, City Council Consent Agenda

Recommendation:

Staff recommends that City Council adopt the attached Official Intent Resolution (Reimbursement Resolution) that will allow the City to seek reimbursement through the Government Finance Corporation financing process for budgeted expenditures made prior to the actual financing arrangements.

Discussion:

Following the approval of the fiscal year 2017 budget, this Official Intent Resolution is presented to Council for adoption in order to include in future financing any moneys paid directly or indirectly by the General Fund prior to the actual financing of expenditures for projects to be financed under the five year lease/purchase plan. The resolution in an amount not to exceed \$1,000,000 is attached.

Budget Impact:

There is no specific budget impact in approving the resolution. The budget impact has occurred with the approval of the fiscal year 2017 budget.

OFFICIAL INTENT RESOLUTION

WHEREAS, Peachtree City (the "City") expects to obtain financing (the "Obligations") through the Peachtree City Governmental Finance Corporation, Inc., in a principal amount not to exceed \$1,000,000 to finance the costs of acquiring Server and Network Hardware Upgrades, Additional Backup Storage, Security Cameras and Access Controls, Planning and Development Online Building Permit Application, Police Coban Video Camera Replacements (5), Patrol Vehicle Replacements (4), Police Motorcycle Replacement (1), Fire Training Staff Vehicle Replacement (1), Public Service equipment replacement including a Zero-turn Mowers (3), and a Ford F-250 XLT Diesel; and

WHEREAS, the City has used or will use, before the issuance of the Obligations, moneys in its General Fund to pay expenditures related to the Project and reasonably expects to use proceeds of the Obligations to reimburse its General Fund for these expenditures; and

WHEREAS, Treasury Regulation Section 1.150-2 requires the City to declare its intent to use proceeds of the Obligations to reimburse its General Fund or moneys used to pay expenditures related to the Project;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Peachtree City, and is hereby resolved by authority of the same, as follows:

1. The City declares its intent to use proceeds of the Obligations to reimburse its General Fund for moneys used to pay expenditures related to the Project.
2. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED THIS _____ day of _____, 2016.

PEACHTREE CITY

(SEAL)

By: _____
Vanessa Fleisch
Mayor

Attest:

Ann E. Tyler
City Clerk

STATE OF GEORGIA

FAYETTE COUNTY

CITY CLERK'S CERTIFICATE

I, **ANN E. TYLER**, City Clerk of Peachtree City, **DO HEREBY CERTIFY** that the foregoing page constitutes a true and correct copy of an official intent resolution adopted by the City Council of Peachtree City (the "Governing Body") at an open public meeting duly called and lawfully assembled at _____ p.m., on the _____ day of _____, 2016, the original of such resolution being duly recorded in the Minute Book of the Governing Body, which Minute Book is in my custody and control.

I do hereby further certify that the following members of the Governing Body were present at such meeting:

and that the following members were absent:

and that such resolution was duly adopted by a vote of:

Aye _____ Nay _____

WITNESS my hand and the official seal of the Peachtree City, this the _____ day of _____, 2016.

Ann E. Tyler
City Clerk

(SEAL)

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: Jonathan Rorie, City Manager
Paul Salvatore, Financial Services Director *P.S.*
Kelly Bush, Assistant Financial Director *KB*
Angela Egan, Purchasing Agent *ae*

FROM: Janet L. Moon, Chief of Police *JLM*

DATE: September 13, 2016

SUBJECT: 2016 Citizen Corp Community Emergency Response Team Grant (CERT)
(City Council Meeting October 6, 2016)

Recommendation:

The Police Department is requesting to accept a supplemental grant from the Georgia Emergency Management Agency in the amount of \$10,000.00.

Discussion:

These funds are a result of grant funding afforded to the Peachtree City CERT Program on behalf of the Georgia Emergency Management Agency and the Homeland Security Division. These funds are the product of an application for the Citizen Corp Grant to help support the PTC CERT Program.

Under the guidelines for this grant these funds are for items such as medical supplies, promotional materials, training material, and includes general machinery/equipment maintenance and purchases. As a condition of the grant, the City must furnish expenditure documentation for the money spent. The Police Department has received previous grants that require this documentation and has been very diligent in this reporting requirement. The Peachtree City C.E.R.T. program was established in 2005. As of the date of this request, we have trained over 1200 adult and young adults in disaster preparedness. If this grant is approved and received, we should be able to provide training to over 1400 citizens by December 2017.

Budget Impact:

This grant will impact the Police Grants Fund by increasing both revenue and expenditures in the Grant Fund by the \$10,000.00. There are no matching funds required on behalf of the City.

JLM/slp

Georgia Emergency Management and Homeland Security Agency



NATHAN DEAL
Governor

JIM BUTTERWORTH
Director

September 1, 2016

RE: GAN #EMW-2016-SS-00007-S01
SHO16-87
Peachtree City Police Department

Honorable Vanessa Fleisch
Mayor
City of Peachtree City
151 Willow Bend Road
Peachtree City, Georgia 30269

Dear Mayor Fleisch:

It's my pleasure to award your agency with a FY2016 Homeland Security sub grant from the Department of Homeland Security (DHS). Enclosed is the Recipient-Subrecipient Agreement for funding awarded to your agency by the Georgia Emergency Management Agency and Homeland Security Agency (GEMHSA). This agreement governs the use of funding provided by DHS to help your agency to build and enhance capabilities to prevent, protect against, respond to, and recover from terrorist attacks, major disasters and other emergencies in accordance with the goals and objectives of the State Strategic Plan.

The amount of this agreement is \$10,000.00. You may not exceed in either quantity nor total dollar amount the items expressly approved for you to purchase, as shown on the accompanying detailed budget worksheet(s). The funds can only be applied to equipment found on the Authorized Equipment List (AEL), and as approved by your GEMHSA Program Manager. **This grant award expires August 31, 2017. All program activities must be completed by this date. Extensions will be granted only under extraordinary circumstances.**

Attached to the Recipient-Subrecipient Agreement are Exhibits A through J. Please review all materials, and then return signed originals of the Recipient-Subrecipient Agreement along with signed originals of Exhibits A, B, C, and D to our office, Attention: Homeland Security Division, Post Office Box 18055, Atlanta, Georgia 30316 within **14 days of receipt of this letter**. A copy of the fully executed agreement will be returned to you for your files. **Please note that program activities and equipment purchases cannot begin until both parties have signed this agreement.**

If you require further information as to the grantee package, please contact Lee Brown, Grant Unit Supervisor, at 404-635-7013. Thank you for your work on behalf of the citizens of Georgia.

Sincerely,

Joe McKinney
Director
Homeland Security Division

JM/SH
Enclosures



**FISCAL YEAR 2016
HOMELAND SECURITY GRANT PROGRAM
STATE HOMELAND SECURITY PROGRAM**

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

AND

PEACHTREE CITY POLICE DEPARTMENT

GRANT NO: SHO16-087

The United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), approved the application and awarded grant funding from the Fiscal Year (FY) 2016 Homeland Security Grant Program to the Georgia Emergency Management and Homeland Security Agency (GEMHSA) on behalf of the State of Georgia, in accordance with *The Homeland Security Act of 2002* (Public Law 107-296), *as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007* (Public Law 110-53). The Catalog of Federal Domestic Assistance (CFDA) number for this grant is 97.067.

GEMHSA will maintain overall responsibility and accountability to the federal government for the duration of the program. GEMHSA, as Recipient, has awarded the amount of **\$10,000.00** to **PEACHTREE CITY POLICE DEPARTMENT** as Subrecipient, in accordance with the Fiscal Year 2016 Homeland Security Grant Program (HSGP), State Homeland Security Program (SHSP).

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

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

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

PERIOD OF PERFORMANCE: This Agreement shall become **effective** on October 1, 2016, or on the date when the Agreement has been signed by all parties and returned to GEMHSA, whichever is later, and shall continue through August 31, 2017. No modifications to the Budget Worksheet can be made after the termination date, August 31, 2017, or when all funds have been used.

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

Caveat: DHS/FEMA has reserved the right to change the FY16 HSGP grant; including shortening the performance period and/or grant end date. Any change in the grant and/or performance period of the FY16 HSGP award will be passed through to the Subrecipient by GEMHSA.

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

Exhibit A Standard Assurances – Standard Form 424B (Non-Construction) or Standard Form 424D (Construction), as applicable

(COMPLETE, SIGN AND RETURN WITH AGREEMENT)

Exhibit B National Incident Management System (NIMS) Compliance Form

(COMPLETE, SIGN AND RETURN WITH AGREEMENT)

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

(COMPLETE, SIGN AND RETURN WITH AGREEMENT)

Exhibit D Federal Financial Funding Accountability and Transparency Act (FFATA) form
(COMPLETE, SIGN AND RETURN WITH AGREEMENT)

Exhibit E Payment Request Form (KEEP FOR REFERENCE)

Exhibit F Approved Budget Worksheet(s) (KEEP FOR REFERENCE)

Exhibit G Quarterly Financial Status Report (FSR) Reporting Form (KEEP FOR REFERENCE)

Exhibit H Tangible Property Report (KEEP FOR REFERENCE)

Exhibit I Acknowledgment Form for Receipt of Goods or Services Paid for by the State on Behalf of Subrecipient (KEEP FOR REFERENCE)

Exhibit J U.S. Department of Homeland Security, Homeland Security Grant Program, Grant Agreement Number EMW-2016-SS-00007-S01, Agreement Articles (KEEP FOR REFERENCE)

Exhibit K United States Department of Homeland Security (DHS): Federal Emergency Management Agency (FEMA) Fiscal Year 2016 Homeland Security Grant Program Notice of Funding Opportunity Announcement (DHS/FEMA NOFO), located_at:

http://www.fema.gov/media-library-data/1455569937218-3daa3552913b8affe0c6b5bc3b448635/FY_2016_HSGP_NOFO_FINAL.pdf

PURCHASES, REIMBURSEMENT AND REPORTING REQUIREMENTS:

- A. Purchasing:** Subrecipient must follow federal, state and local procurement guidance and regulations as standards for purchasing or acquiring equipment and services. All spending or purchases must be made in accordance with the agreed spending plan as outlined in the Budget Worksheet (Exhibit X) and all equipment purchases must be in accordance with the Department of Homeland Security Authorized Equipment List (DHS/AEL) located on the internet at:

<https://www.fema.gov/media-library/assets/documents/101566>

- B. Payment Request Forms:** Payments to the Subrecipients will be made only upon presentation of the approved Payment Request Form (Exhibit E). Reimbursements from invoices and applicable proof of payment (or other justifying documentation) will only be made for eligible equipment, materials, expenses, and costs upon approval of the Program Manager. Omission of pertinent documentation will constitute justification for non-payment of any amounts submitted on the Payment Request Forms.

- C. State Purchases on behalf of Subrecipient:** GEMHSA may, with the written consent of the Subrecipient, retain and expend grant funding on behalf of the Subrecipient. Before the State will make purchases on behalf of local jurisdictions, the Subrecipient must provide justification, receive approval from GEMHSA and provide GEMHSA with a Memorandum of Understanding authorizing GEMHSA to expend these funds. If GEMHSA does agree to retain and expend grant funding on behalf of the Subrecipient, the Subrecipient is required to submit documentation to verify receipt and acceptance of the goods or services on the Acknowledgment Form (Exhibit I) and provide any other documentation or information requested by GEMHSA. If the Acknowledgment Form is not returned to GEMHSA in a timely manner, the Subrecipient will be held accountable for payment to the vendor. The Subrecipient is still accountable for submitting the Quarterly Financial Status Reports (FSR) (Exhibit G) on a timely basis according to the guidelines in the section below.

- D. Quarterly Financial Status Report (FSR):** The disposition of grant funds, including all obligations and expenditures, must be reported to GEMHSA on a quarterly basis through the FSR, which is due within 30 days of the end of each calendar quarter. A copy of the FSR report form is attached as Exhibit G to this agreement.

The following reporting periods and due dates apply:

- | | | |
|-----------------|-------------------------|----------------|
| • First Quarter | October 1 – December 31 | Due January 31 |
|-----------------|-------------------------|----------------|

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

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

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

F. Grant Closeout Report: The Subrecipient shall submit a final program report detailing all accomplishments throughout the project with the final FSR. After both of these reports have been reviewed and approved by GEMHSA, a Closeout Report will be generated indicating the project has closed and listing any remaining funds to be deobligated.

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

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

A. Administrative Requirements

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

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

B. Cost Principles

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

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

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

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

C. Organizational Audit Requirements

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

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

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

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

D. Selected Items of Cost:

The Subrecipient agrees to comply with the requirements of OMB 2 CFR Part 225, Selected Items of Cost. Physical inventories must be taken at least once every two years to ensure that assets received through this Agreement exist, and are in use. Governmental units will manage and maintain equipment in accordance with State laws and procedures.

E. Data Universal Numbering System (DUNS) Number Requirement:

No entity may receive a subgrant under this award unless GEMHSA has received the DUNS number for the prospective Subrecipient.

F. Accounting System

The Subrecipient agrees to maintain an accounting system integrated with adequate internal fiscal and management controls to capture and report grant data with accuracy, providing full accountability for revenues, expenditures, assets, and liabilities. This system shall provide reasonable assurance that the Subrecipient is managing federal and state financial assistance programs in compliance with all applicable laws and regulations.

G. Retention and Maintenance of Records

The Subrecipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of grant funds. All such records must be retained by the Subrecipient for a minimum of three years from the date that the DHS closes the State of Georgia's 2016 HSGP grant. GEMHSA will notify the Subrecipient in writing when the retention period begins.

H. Withholding and Repayment of Funds

In addition to any other remedies provided by law or the terms of this Agreement, if the Subrecipient fails to comply with any of the terms or conditions of this Agreement, including all exhibits hereto, or with any applicable federal or state law or regulation, GEMHSA may withhold or require repayment of grant funds in connection with which the violation occurred. In addition, GEMHSA may withhold or require repayment of all or any portion of the financial award which has been or is to be made available to the Subrecipient. Specifically, without limitation, GEMHSA will be entitled to payment from the Subrecipient for any funds paid by the State or that the State is responsible to pay on behalf of the Subrecipient for which GEMHSA is unable to receive payment or required to repay due to the Subrecipient's failure to cooperate in providing the required documentation showing receipt of the goods or services, completing and returning the Acknowledgment Form to GEMHSA in the time required, purchasing of equipment in the time required, submitting request for reimbursement with complete supporting documents, or any other activity that GEMHSA deems a failure by the Subrecipient under this Agreement.

I. National Initiatives

1. The Subrecipient agrees to comply with all applicable terms and conditions of the FY 2016 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity Announcement (NOFO) (Exhibit L), including without limitation, adoption and implementation of the National Incident Management System (NIMS). Refer to NOFO, page 5, "NIMS Implementation section." Other NIMS resources are at the following locations:

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

<http://www.fema.gov/nims-doctrine-supporting-guides-tools>

2. In order to assure compliance with NIMS requirements, all terms and conditions of this agreement are predicated and conditional upon the Subrecipient's assurance by completing and signing the NIMS Compliance Form (Exhibit B) and returning the completed and signed form to GEMHSA with the original signed Agreement.
3. The Subrecipient agrees to institutionalize the use of the Incident Command System (ICS) as required by Georgia law and the NIMS minimum compliance requirements.
4. The Subrecipient agrees that any exercises conducted with grant funds will be managed and executed in compliance with the Homeland Security Exercise and Evaluation Program (HSEEP). All exercises are to be planned, conducted, and evaluated with the implementation of improvement in accordance with the guidance from the HSEEP, available at <http://www.fema.gov/national-exercise-program>
 - a. Any exercises implemented with grant funds must be threat and performance-based and should evaluate performance of critical tasks required to respond to the exercise scenario.
 - b. All funded exercises are encouraged to be posted in the Multiyear Exercise Plan calendar, added to the National Exercise Schedule, located at <https://www.fema.gov/exercise> and must be preapproved by the GEMHSA Exercise Program Manager.
 - c. The Subrecipient must report to the GEMHSA Exercise Program Director prior to conducting scheduled exercises and provide the Program Director with an After

Action Report (AAR) and Improvement Plan for each exercise conducted within 90 days following completion of the exercise in accordance with the FY16 HSGP DHS/FEMA NOFO (Exhibit L, page 40).

- d. Exercises conducted using HSGP funding must be NIMS compliant, as defined by the current NIMS compliance matrices. Further information is available on the NIMS Integration Center Web site at <http://www.fema.gov/national-incident-management-system>.
- 5. The Subrecipient agrees to coordinate with GEMHSA to maintain and update the Threat and Hazard Identification and Risk Assessment (THIRA) and agrees to provide GEMHSA any information and access to records upon request.

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

- A. Unless exempt, the Subrecipient shall report the names and total compensation of its five most highly compensated executives for its preceding completed fiscal year. This report is only required if:
 - 1. In the Subrecipient's preceding fiscal year, the Subrecipient received 80 percent or more of its annual gross revenues from federal procurement contracts and subcontracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - 2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 61104 of the Internal Revenue Code of 1986.
 - 3. Additional information regarding the FFATA requirements can be found at <http://www.fema.gov/pdf/government/grant/bulletins/info350.pdf>, www.USAspending.gov, and www.fsr.gov

SPECIAL CONDITIONS:

- A. The Subrecipient agrees to use all grant funding awarded from the Fiscal Year 2016 Homeland Security Grant Program (HSGP) for costs related to preparedness activities associated with implementing the findings of State Preparedness Report, including goals and objectives, and any Urban Areas Security Initiative strategies.
- B. The Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2016 HSGP DHS/FEMA NOFO (Exhibit K), and to comply with all DHS/FEMA requirements and cooperate with GEMHSA to comply with federal and state requirements related to the grant funding.
- C. The Subrecipient understands and agrees that any allocations and use of grant funding must support and may only be used to fund the investments identified in the Fiscal Year 2016 HSGP

grant application submitted by GEMHSA to DHS/FEMA and to use grant funding only for projects pre-approved by GEMHSA.

- D. The Subrecipient agrees to comply with the FY 2016 Homeland Security Grant Program Agreement Articles, included with this agreement as Exhibit J. References in the exhibit to "recipient" apply to the Subrecipient's requirements as subrecipient.
- E. The Subrecipient agrees to sign and comply with the terms and conditions of GEMHSA's Statewide Mutual Aid and Assistance Agreement and to render mutual aid for a suspected or real attack or in the case of weapons of mass destruction or other event, as determined by GEMHSA. The Subrecipient shall sign any other Mutual Aid Agreements GEMHSA or DHS/FEMA shall deem necessary in order to assure the Subrecipient will fulfill its obligations to render mutual aid.
- F. Any Subrecipient receiving funding for purposes of explosive ordnance disposal (EOD) agrees to comply with the following:
 - 1. Each local EOD and EOD K-9 team shall contact the Georgia Bureau of Investigation (GBI) by telephone immediately whenever responding outside of its jurisdiction.
 - 2. Each EOD K9 team must certify annually that the team utilizes the standards approved by the Improvised Explosive Device (IED) Working Group/Committee at all times.
- G. The Subrecipient will maintain an inventory of all grant funded equipment and provide a copy of GEMHSA at the end of the grant performance period. The Subrecipient will submit an updated inventory every 2 years thereafter or as equipment is disposed of. Equipment must be used for the intended purpose for the life of the equipment. GEMHSA must be given a written disposition plan for any equipment that has a value of \$5,000 or more at the end of its useful life.
- H. Non-Supplanting Requirement: The Subrecipient agrees that federal grant funds received under this award will not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources. Applicants or Recipients may be required to demonstrate if a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds. The Subrecipient will be expected to demonstrate how these funds will be used to supplement, but not supplant, state or local funds for the same purposes.
- I. The Subrecipient agrees to cooperate with any assessments, national evaluation efforts, requests for information or data collection, including, but not limited to, the provision of any information regarding any activities within this agreement that may be required for the assessment or evaluation.
- J. Federal funds under this grant program are provided through reimbursement of all eligible expenditures. The Subrecipient shall follow procurement standards as stated in federal and state laws and regulations.
- K. Sole Source Procurement: The Subrecipient's procurement procedures and regulations must conform to federal procurement laws and standards. All procurement transactions without regard to dollar value, whether negotiated or through competitive bid process shall be conducted in such a manner as to provide maximum open and free competition.
- L. Should the Subrecipient elect to award a non-competitive proposal, justification must be provided and include a description of the program and why it is necessary to enter into non-competitive

agreement. All sole-source procurements as defined in 2 CFR§200.320(f) must receive prior written approval from GEMHSA.

- M. The Subrecipient understands and agrees that compensation for individual consultant services is to be reasonable and consistent and should represent fair market value for services. Time and effort reports for consultant services are required, and competitive bidding is encouraged, as explained in 2 CFR §200.317-326.
- N. The Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of GEMHSA and DHS.
- O. No elected or appointed official or employee of the Subrecipient shall be admitted to any share or part of any benefit, directly or indirectly, from this agreement or grant award. This provision shall not be construed to extend to any contract made with a corporation for its general benefit.
- P. If the Subrecipient is found to be in violation of any of the conditions of this agreement, including any exhibits hereto, or of applicable federal and state laws or regulations, in addition to any other recourse available, GEMHSA shall notify the Subrecipient that additional funds in connection with which the violation occurred will be withheld until such violation has been corrected to the satisfaction of GEMHSA. In addition, GEMHSA may withhold or require repayment of any portion of the financial award which has been or is to be made available to the Subrecipient, or retained and obligated or expended on behalf of the Subrecipient, for other projects under this program until adequate corrective action is taken.
- Q. The Subrecipient understands and agrees that for any copyrightable work based on or containing data first produced under this Agreement, the Subrecipient shall grant the government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute, perform, disseminate, or prepare derivative works, and to authorize others to do so, for government purposes on all such copyrighted works. The Subrecipient shall affix the applicable copyright notices of 17 U.S.C. §401 or 402 and an acknowledgement of government sponsorship, including the grant award number, to any work first produced under this grant award.
- R. Environmental Historical Preservation (EHP)
 - 1. The Subrecipient shall comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA or GEMHSA to ensure compliance with applicable laws and regulations, including: Federal EHP regulations, laws and Executive Orders; National Environmental Policy Act; National Historic Preservation Act; Endangered Species Act; and Executive Orders on Floodplains (11988), Wetlands (11990), and Environmental Justice (12898). Failure of the Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. The Subrecipient shall not undertake any project having the potential to impact EHP resources without prior approval from FEMA, through GEMHSA, including but not limited to communications towers, physical security enhancements, new construction, modifications to buildings, and replacement of facilities. The Subrecipient shall coordinate with GEMHSA regarding any activities using grant funding that require specific documentation of compliance with federal laws and/or regulations.

2. The Subrecipient shall provide any information requested by GEMHSA or FEMA to ensure compliance with applicable federal EHP requirements. Any change to the approved project or scope of work will require re-evaluation for EHP compliance. If ground disturbing activities may occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance, and, if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify GEMHSA, and the Georgia Department of Natural Resources, Georgia State Historic Preservation Division.
 3. The Subrecipient shall not undertake any project using HSGP funding to which the National Environmental Policy Act (NEPA) requirements are applicable without first obtaining written approval from FEMA, through GEMHSA. The Subrecipient shall coordinate with GEMHSA regarding any activities using grant funding that require specific documentation of NEPA compliance. Any construction activities initiated prior to the full environmental and historic preservation review and evaluation will result in a non-compliance finding and will not be eligible for HSGP funding.
 4. For more information regarding FEMA's EHP requirements, the Subrecipient should refer to the DHS/FEMA FY16 NOFO (Exhibit L) and FEMA's Information Bulletins 329, 345, 356, 371, and 404 available on the internet at <http://www.fema.gov/grant-programs-directorate-information-bulletins>
- S. The Subrecipient agrees to cooperate with GEMHSA in assuring that any training using HSGP funds is reported through the Training Information Reporting System ("Web-Forms") located at <https://www.firstrespondertraining.gov/admin/main.jsp>
- T. The Subrecipient agrees that funds from the FY 2016 HSGP utilized to establish or enhance state and local fusion centers will be used in compliance with the requirements and restrictions in the DHS/FEMA NOFO (Exhibit L), pages 39-40 and with FEMA's Information Bulletins 281 and 288. Specifically without limitation, the Subrecipient receiving funding to be used for costs related to a fusion center agree to comply with the following:
1. To use such funds to support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and the National Strategy for Information Sharing, and achievement of a baseline level of capability as defined by Global's *Baseline Capabilities for State and Major Urban Area Fusion Centers*, a supplement to the Fusion Center Guidelines, located at <http://www.it.ojp.gov/documents/baselinecapabilitiesa.pdf>
 2. To use such funds to support achievement of baseline levels of capability as defined in the fusion capability planning tool.
 3. The Subrecipient shall provide GEMHSA with certification stating that the Subrecipient will assume responsibility for supporting the costs of any hired analysts following the two-year federal funding period or the termination of the Subrecipient Agreement, whichever occurs first.
 4. The Subrecipient shall provide GEMHSA with certificates of completion of training for each intelligence analyst hired with grant funding to enable information/intelligence sharing capabilities in accordance with Global's *Minimum Criminal Intelligence Training Standards for Law Enforcement and Other Criminal Justice Agencies in the United*

States, as required under the DHS/FEMA FY16 NOFO (Exhibit L) and Information Bulletin 288.

5. All Subrecipients leveraging FY 2016 HSGP funds in support of information sharing and intelligence fusion and analysis centers must leverage available federal information sharing systems, including Law Enforcement Online (LEO) and the Homeland Security Information Network (HSIN) and comply with 28 CFR 23.
- U. Any Subrecipient receiving HSGP grant funding for purchasing or upgrading a mobile communication vehicle (MCV), equipment for an MCV, or other MCV related costs, agrees to comply with the following requirements:
1. Each agency receiving an MCV funded with HSGP funding will be required to participate with the MCV in at least one regional GEMHSA sponsored MCV exercise annually and at least one GEMHSA sponsored statewide MCV exercise biennially. Any agency who cannot meet this compliance requirement due to an unforeseen event in any year must request approval from GEMHSA, providing a reasonable justification for failing to remain in compliance.
 2. Each agency receiving an HSGP funded MCV will provide GEMHSA with updated vehicle equipment capability and inventory data as requested.
- V. In the event that the Subrecipient uses subcontractors or contractors, the Subrecipient shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable as prescribed by applicable Federal and State laws.
- W. The Subrecipient understands that any public contracts and subcontracts funded by the HSGP must comply with the requirements of O.C.G.A. §13-10-90, et seq., and Georgia Department of Labor Rules 300-10-1, et seq., to verify the contractor's or subcontractor's new employees' work eligibility through a federal work authorization program. The Subrecipient shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

CHANGES TO AGREEMENT: The Subrecipient understands and agrees that, in addition to the provisions in the "Termination" section below, GEMHSA shall have the right to make unilateral changes, cancel or terminate this agreement in the event that FEMA and/or DHS makes changes to the FY16 HSGP grant awarded to GEMHSA. With the exception of termination or changes included in this agreement, there shall be no other changes to this Agreement unless mutually agreed upon by all parties to the Agreement.

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

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

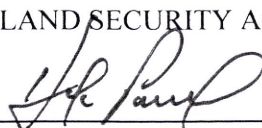
TERMINATION: This agreement may be terminated for any or all of the following reasons:

- A. Cause/Default: This agreement may be terminated for cause, in whole or in part, at any time by the State of Georgia for failure of the Subrecipient to perform any of the provisions or to comply with any of the terms and conditions herein. If the State exercises its right to terminate this agreement under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Subrecipient will be required to submit the final invoice no later than 30 days after the effective date of written notice of termination. Upon termination of this agreement, the State shall not incur any new obligations after the effective date of the termination and shall cancel outstanding obligations, as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.
- B. Convenience: This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement must give written notice of its intention to do so to all other parties at least 30 days prior to the effective date of cancellation or termination.
- C. Non-Availability of Funding: Notwithstanding any other provision of this agreement, in the event that either of the sources of funding for reimbursement under this agreement (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist, in the event the sum of all obligations of GEMHSA incurred under this and all other agreements entered into for this program exceeds the balance of such funding, then this agreement shall immediately terminate without further obligation of GEMHSA. The certification by the Director of GEMHSA of the occurrence of either of the events stated above shall be conclusive.

IN WITNESS WHEREOF, the GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY and PEACHTREE CITY POLICE DEPARTMENT have executed this Agreement:

GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY

SUBRECIPIENT



Signature

Signature, Authorizing or Highest Official

Harlan Proveaux, Deputy Director

Printed Name and Title of Signatory

Printed Name and Title of Signatory

08 / 30 / 2016

Date of Signature

Date of Signature

FEIN of Subrecipient

DUNS # of Subrecipient

EXHIBITS A – D
MUST BE COMPLETED, SIGNED, AND
RETURNED WITH THE EXECUTED AGREEMENT

- | | |
|-----------|---|
| Exhibit A | Standard Assurances – Standard Form 424B (Non-Construction) or Standard Form 424D (Construction), as applicable |
| Exhibit B | National Incident Management System (NIMS) Compliance Form |
| Exhibit C | Certifications Regarding Lobbying; Debarment, Suspension And Other Responsibility Matters; And Drug-Free Workplace Requirements |
| Exhibit D | Federal Financial Funding Accountability and Transparency Act (FFATA) form |

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

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

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

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

NIMS Compliance Form

This NIMS Compliance Form MUST be completed by each agency requesting or benefitting from funding.

Subgrantees are required to meet certain National Incident Management System (NIMS) compliance requirements. For additional guidance on NIMS training, please refer to <http://www.training.fema.gov/nims>. All emergency preparedness, response, and/or security personnel in the state agencies, tribes, and local governments participating in the development, implementation, and/or operation of resources and/or activities awarded through this grant are compelled to complete training programs consistent with the NIMS National Standard Curriculum Development Guide. Minimum training includes ICS-100 and IS-700. The Subgrantee agrees to comply with the NIMS compliance requirements and to evidence compliance by completing and returning to the Georgia Emergency Management and Homeland Security Agency this NIMS Compliance Form, Exhibit "C" to this agreement.

Please check the box next to each action that the Subgrantee has completed. For those actions not completed in the "Required" section, please provide a one-page summary of the plan to complete these actions.

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

REQUIRED:

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

RECOMMENDED:

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

RECOMMENDED continued:

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

Agency

Authorized Signature

Date

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

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

1. LOBBYING

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

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

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

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

**2. DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

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

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

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

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

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

Federal Funding Accountability and Transparency Act Certification

In order to remain in compliance with The Federal Funding Accountability and Transparency Act of 2006 (FFATA) reporting, please complete Items 1 through 7 (and Items 8, 9 and 10 if applicable), sign and certify by an authorized agent, and return this form with the Sub-recipient agreement to GEMHSA.

Subrecipient Award Number:	_____
Federal Agency Name:	_____
CFDA Program Number and Program Title:	_____
Subaward Project Description:	_____

Please complete and sign the following Sub-Recipient section to certify accuracy.

- 1 Subrecipient DUNS Number: _____
- 2 Subrecipient Name: _____
- 3 Subrecipient Doing Business As (DBA) Name: _____
- 4 Subrecipient Address: _____
- 5 If DBA, Subrecipient Parent DUNS Number: _____
- 6 Subaward Principle Place of Project Performance: _____

- 7 In the preceding fiscal year, did the sub-recipient receive 80% of its annual gross revenues from the Federal government? **Yes** ☐ **No** ☐

If Yes, continue to question 8. If No, STOP and certify. The questionnaire is complete.

- 8 In the preceding fiscal year, were the sub-recipient's annual gross revenues from the Federal government greater than \$25 million? **Yes** ☐ **No** ☐

If Yes, continue to question 9. If No, STOP and certify. The questionnaire is complete.

- 9 In the preceding fiscal year, were the sub-recipient's annual gross revenues from the Federal government greater than \$25 million? **Yes** ☐ **No** ☐

If No, continue to question 10. If Yes, STOP and certify. The questionnaire is complete.

Federal Funding Accountability and Transparency Act Certification

- 10 Please list the names and compensation of the sub-recipient's five most highly compensated officers.

Complete this step only if question 9 was answered No.

	Name	Compensation
1		\$ -
2		\$ -
3		\$ -
4		\$ -
5		\$ -

Certification

I certify that to the best of my knowledge all of the information on this form is complete and accurate.

Authorized Signature

Date

This Section is for use by the Georgia Emergency Management and Homeland Security Agency

Subrecipient Obligation: _____

Subrecipient Agency Name: _____

In accordance with The Federal Funding Accountability and Transparency Act of 2006 (FFATA), this document has been processed in the FFATA Sub-award Reporting System (FSRS) by the undersigned:

Signature

Date

Subrecipient Obligation: _____

Action Date: _____

EXHIBITS E – J

**SHOULD BE MAINTAINED FOR REFERENCE AND
NOT RETURNED WITH THE EXECUTED AGREEMENT**

- | | |
|-----------|---|
| Exhibit E | Payment Request Form |
| Exhibit F | Approved Budget Worksheet(s) |
| Exhibit G | Quarterly Financial Status Report (FSR) Reporting Form |
| Exhibit H | Tangible Property Report |
| Exhibit I | Acknowledgment Form for Receipt of Goods or Services Paid for by the State on Behalf of Subrecipient |
| Exhibit J | U.S. Department of Homeland Security, Homeland Security Grant Program, Grant Agreement Number EMW-2016-SS-00007-S01, Agreement Articles |

EXHIBIT K

CAN BE FOUND AT THE WEBSITE LISTED BELOW

- | | |
|-----------|--|
| Exhibit K | United States Department of Homeland Security (DHS): Federal Emergency Management Agency (FEMA) Fiscal Year 2016 Homeland Security Grant Program Notice of Funding Opportunity Announcement (DHS/FEMA NOFO), located at: |
|-----------|--|

http://www.fema.gov/media-library-data/1455569937218-3daa3552913b8affe0c6b5bc3b448635/FY_2016_HSGP_NOFO_FINAL.pdf

EXHIBIT E

Georgia Emergency Management and Homeland Security Agency

Homeland Security Grant Program

Payment Request Form

Instructions: All requests for payments must be supported by documentation supporting actual expenditures. Itemize each expenditure below to the fullest detail possible. Attach documentation that supports this payment request, such as copies of bills of sale, invoices, receipts, and canceled checks evidencing payment. Do not send originals. Attach a continuation sheet if necessary.

* Please refer to Budget Worksheet for information needed in the following section *

FINAL: ☐ YES ☐ NO

Grant Number: _____ **GAN Number:** _____

Applicant: _____ **Area:** _____

PAYMENT REQUEST NUMBER: _____

Item Number From Budget Worksheet	Requested Item to be Reimbursed	Requested Quantity	Item Cost	Requested Cost	Description of Documentation Attached in Support of this Payment Request
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
SUBTOTAL				\$ -	
(from Continuation sheet attached)					
TOTAL				\$ -	
NET AMOUNT REQUESTED					

Under penalty of perjury, I certify that to the best of my knowledge and belief the data above are correct and that all outlays were made in accordance with the grant conditions or other agreements, comply with procurement regulations contained within the Financial Guide, and that payment is due and has not been previously requested. I understand that any part of this payment request that is not supported by cost documents and/or expended within the scope of the approved project will be deobligated and returned to the State of Georgia within 30 days of receiving the deobligation notice.

Signature of Subrecipient's Authorized Representative

Printed Name

Contact Phone Number

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

(SHADED AREAS ARE FOR GEMHSA USE ONLY)

DETAILED BUDGET WORKSHEET

FY2016 DHS HSGP, State Homeland Security Program (SHSP)

Law Enforcement Terrorism Prevention Award?		☐ Yes ☒ No		State on Behalf of Locals:		☐ Yes ☒ No	
GAN#:	EMW-2016-SS-00007-S01	Grant Number:	SHO16-087	Revision#:		Area:	2
DATE:	7/31/2016	SUBRECIPIENT NAME:	Peachtree City Police Department	FEID:	58-1079955	COUNTY:	Fayette
CONTRACT CONTACT:	NAME/TITLE	Vanessa Fleish, Mayor	ADDRESS:	City of Peachtree City 151 Willow Bend Road Peachtree City, GA 30269			
	PHONE:	770-487-7657	EMAIL:	vfleish@peachtree-city.org			
PROGRAM CONTACT:	NAME/TITLE	Stanley Pye/ Captain	ADDRESS:	804 Professional Blvd. Dalton, GA 30720			
	PHONE:	770-487-8866	EMAIL:	spye@peachtree-city.org			
Specify the Investment Justification associated with the project to be funded. Choose one from the drop-down list below:							
Investment Justification:		3. Citizen Preparedness and Volunteer Efforts (CCP)					
Specify Discipline on this line: Fire, Law Enforcement (LE), EMS, EMA, 911, Other. Choose one from the drop-down list below:							
Discipline:		Law Enforcement (LE)					
COST ESTIMATE							
ITEM	CATEGORY	ITEM	QUANTITY	UNIT PRICE	TOTAL COST		
001	CCP	CERT medical kit supplies-AEL # 21GN-00-CCEQ	1	\$ 3,040.00	\$ 3,040.00		
002	CCP	CERT Responder Kits-AEL # 21GN-00-CCEQ	60	\$ 50.00	\$ 3,000.00		
003	CCP	Fire Extinguishers and refills- AEL # 21GN-00-CCEQ	12	\$ 110.00	\$ 1,320.00		
004	TRG	CERT Responder Training Classes with supplies-AEL # 21GN-00-CCEQ	3	\$ 880.00	\$ 2,640.00		
005					\$ -		
006					\$ -		
007					\$ -		
008					\$ -		
009					\$ -		
010					\$ -		
011					\$ -		
012					\$ -		
013					\$ -		
014					\$ -		
015					\$ -		
016					\$ -		
017					\$ -		
018					\$ -		
019					\$ -		
020					\$ -		
GEMHSA Program Manager:		Judy Gourley	Program:	CERT	TOTAL	\$ 10,000.00	
Prepared By:		Judy Gourley	Title:	AHC Manager			

Category - The above chart must indicate a category with each line. Choose one from the drop-down list.

- | | | | |
|---|-------------------------------------|-----------------------------------|-------------------------|
| 1. Personal Protective Equipment (PPE) | 8. Decontamination (DECON) | 15. Inspection and Screening (IS) | 22. Training (TRG) |
| 2. EOD | 9. Medical (MED) | 16. Animal and Plants (A&P) | 23. Exercise (EX) |
| 3. CBRNE Operational & Search & Rescue (SAR) | 10. Power (POW) | 17. Watercraft (WC) | 24. Planning (PLG) |
| 4. Information Technology (IT) | 11. CBRNE Reference Materials (REF) | 18. Aviation (AIR) | 25. Citizen Corps (CCP) |
| 5. Cyber Security (CS) | 12. CBRNE Response Vehicles (VEH) | 19. CBRNE Logistical Support (LS) | |
| 6. Interoperable Communications (Inter. Ops.) | 13. Terrorism Prevention (TP) | 20. Intervention (INT) | |
| 7. Detection (DET) | 14. Physical Security (PS) | 21. Other Authorized (O) | |

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

FISCAL YEAR	REPORTING PERIOD	GAN NUMBER	HSGP GRANT NUMBER
APPLICANT (Agency/ Department)		COUNTY	AREA
ADDRESS:		CONTACT NAME:	CONTACT PHONE / ALTERNATE NO.

[illegible]

Under penalty of perjury, I certify that all expenses, listed on this report are in accordance with the Office of Management and Budgets "Uniform Guidance" (<http://www.grants.gov/web/grants/learn-grants/grant-policies/omb-uniform-guidance-2014.html>), Title 44 of the Code of Federal Regulations, Chapter 1 Part13 (<http://www.gpoaccess.gov/cfr/index.html>) , and the FY 2016 Homeland Security Grant Program guidance document located online at (www.fema.gov/fiscal-year-2016-homeland-security-grant-program).

SIGNATURE OF SUBRECIPIENT'S AUTHORIZED REPRESENTATIVE	PRINTED NAME AND TITLE
* OBLIGATIONS AND EXPENDITURES MUST BE REPORTED TO GEMHSA ON A QUARTERLY BASIS THROUGH THE USE OF THE FSR. PLEASE COMPLETE FORM BY UPDATING INFORMATION IN SECTIONS (A) AND (B) ABOVE. NOTE: FUNDS ARE OBLIGATED (A) AT THE TIME THAT THE ORDER IS PLACED. FUNDS ARE EXPENDED (B) WHEN THE INVOICES ARE PAID.	

Georgia Emergency Management and Homeland Security Agency

Report All Equipment Expenses Greater Than \$5,000

[illegible]

Georgia Emergency Management and Homeland Security Agency

Georgia Emergency Management and Homeland Security Agency

Division of Homeland Security – Grants Unit

Post Office Box 18055

Atlanta, Georgia 30316-0055

Customer Name:

GAN Number:

Grant Number:

[illegible]

The subgrantee MUST properly receipt and maintain documentation (i.e. packing slips, purchase orders) for all equipment, supplies, services, etc for all items listed on the approved Budget Worksheet. Receipts or invoices with order and delivery dates are required for all equipment items. For all items received directly from the vendor and purchased by the state on behalf of your local jurisdiction, this Order Receipt Acknowledgement Form must be completed and submitted to GEMHSA immediately upon receipt. If this form is not submitted to our office, funds associated with the purchased equipment will be deobligated from your grant and must be reimbursed to the state.

Order Received Signature Confirmation

Date _____

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
Homeland Security Grant Program

GRANTEE: Georgia Emergency Management
Agency
PROGRAM: Homeland Security Grant Program
AGREEMENT NUMBER: EMW-2016-SS-00007-S01

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Article I - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the [OMB Standard Form 424B Assurances - Non-Construction Programs](#) or [OMB Standard Form 424D Assurances - Construction Programs](#) as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the financial assistance office if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [2 C.F.R. Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#).

Article II - Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at [10 U.S.C section 2409](#), [41 U.S.C. 4712](#), and [10 U.S.C. section 2324](#), [41 U.S.C. sections 4304](#) and [4310](#).

Article III - Use of DHS Seal, Logo and Flags

All recipients must obtain permission from their financial assistance office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article IV - USA Patriot Act of 2001

All recipients must comply with requirements of the [Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act \(USA PATRIOT Act\)](#), which amends [18 U.S.C. sections 175 175c](#)

Article V - Universal Identifier and System of Award Management (SAM)

All recipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at [2 C.F.R. Part 25, Appendix A](#), the full text of which is incorporated here by reference in the terms and conditions of your award.

Article VI - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at [2 C.F.R. Part 200, Appendix XII](#), the full text of which is incorporated here by reference in the terms and conditions of your award.

Article VII - Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, [29 U.S.C. section 794](#), as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article VIII - Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended ([22 U.S.C. section 7104](#)). The award term is located at [2 CFR section 175.15](#), the full text of which is incorporated here by reference in the terms and conditions of your award.

Article IX - Terrorist Financing

All recipients must comply with [E.O. 13224](#) and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.

Article X - SAFECOM

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the [SAFECOM](#) Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XI - Reporting Subawards and Executive Compensation

All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at [2 C.F.R. Part 170, Appendix A](#), the full text of which is incorporated here by reference in the terms and conditions of your award.

Article XII - Procurement of Recovered Materials

All recipients must comply with Section 6002 of the *Solid Waste Disposal Act*, as amended by the *Resource Conservation and Recovery Act*. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 C.F.R. Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XIII - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the *Bayh-Dole Act*, [Pub. L. No. 96-517](#), as amended, and codified in [35 U.S.C. section 200](#) et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at [37 C.F.R. Part 401](#) and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XIV - Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the program NOFO.

Article XV - Non-supplanting Requirement

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

Article XVI - Lobbying Prohibitions

All recipients must comply with [31 U.S.C. section 1352](#), which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article XVII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XVIII - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, [15 U.S.C. section 2225a](#), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, [15 U.S.C. section 2225](#).

Article XIX - Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under [49 U.S.C. section 41102](#)) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* ([49 U.S.C. section 40118](#)) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, [amendment](#) to Comptroller General Decision B-138942.

Article XX - Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy template](#) respectively.

Article XXI - Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. ([42 U.S.C. sections 12101 12213](#)).

Article XXII - Age Discrimination Act of 1975

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* ([Title 42 U.S. Code, section 6101 et seq.](#)), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance

Article XXIII - Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XXIV - Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds

Article XXV - Federal Leadership on Reducing Text Messaging while Driving

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in [E.O. 13513](#), including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article XXVI - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See [OMB Circular A-129](#).

Article XXVII - False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of [31 U.S.C. section 3729](#) - 3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See [31 U.S.C. section 3801-3812](#) which details the administrative remedies for false claims and statements made.

Article XXVIII - Energy Policy and Conservation Act

All recipients must comply with the requirements of [42 U.S.C. section 6201](#) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXIX - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 ([20 U.S.C. section 1681 et seq.](#)), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. DHS implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#)

Article XXX - Duplication of Benefits

Any cost allocable to a particular Federal award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a recipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Article XXXI - Drug-Free Workplace Regulations

All recipients must comply with the *Drug-Free Workplace Act of 1988* ([41 U.S.C. section 701 et seq.](#)), which requires all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at [2 C.F.R. Part 3001](#).

Article XXXII - Debarment and Suspension

All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders [12549](#) and [12689](#), and [2 C.F.R. Part 180](#). These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XXXIII - Copyright

All recipients must affix the applicable copyright notices of [17 U.S.C. sections 401 or 402](#) and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article XXXIV - Civil Rights Act of 1968

All recipients must comply with [Title VIII of the Civil Rights Act of 1968](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex ([42 U.S.C. section 3601 et seq.](#)), as implemented by the Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination

includes the requirement that new multifamily housing with four or more dwelling units i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) be designed and constructed with certain accessible features (See [24 C.F.R. section 100.201](#)).

Article XXXV - Civil Rights Act of 1964 - Title VI

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* ([42 U.S.C. section 2000d et seq.](#)), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. DHS implementing regulations for the Act are found at [6 C.F. R., Part 21](#) and [44 C.F.R. Part 7](#).

Article XXXVI - DHS Specific Acknowledgements and Assurances

All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of [Civil Rights and Civil Liberties](#) (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

Article XXXVII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article XXXVIII - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. For awards with an approved budget greater than \$150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XXXIX - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article XL - Summary Description of Award

The purpose of the FY 2016 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of \$6,807,000 and Urban Areas Security Initiative (UASI) funding in the amount of \$5,430,000.

Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual	\$12,237,000.00
Construction	\$0.00
Indirect Charges	\$0.00
Other	\$0.00

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: Jonathan Rorie, City Manager

FROM: Joe O'Connor, Fire Chief 

DATE: September 15, 2016

SUBJECT: Approval of Field Internship Agreement with West Point Fire Department's EMS Training Program
October 6, 2016 City Council Agenda

Recommendation:

The Fire Department requests the Mayor and Council approve and direct the City Manager to sign the attached field internship agreement with West Point Fire Department EMS Training Program 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 West Point Fire Department. Every EMT student is required to gain clinical experience during their course to understand the challenges of 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 West Point Fire Department'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.

Field Internship Agreement

This Field Internship Agreement is made and entered into this ____ day of September, 2016 by and between Peachtree City Fire Department, herein after referred to the **Agency**, and The West Point Fire Department EMS Training Program, herein referred to as the **Academy**.

1. General Agreement

1.1 It is agreed and understood the Agency will serve as the field laboratory for the students in such a manner and at such time as the parties herein mutually agree, and that the Academy will provide faculty for necessary instruction and supervision of its students while on assignment in the Agency.

1.2 The Agency will retain full responsibility for the care of patients and will maintain administrative and professional supervision of the students insofar as their presence affects the operation of the Agency and/or the direct or indirect care of the patients.

2. Responsibility of the Academy

2.1 will be responsible for and will directly control the educational programs in the selection of clinical experiences to meet stated objectives.

2.2 shall warrant the each paramedic student assigned to care for patients has a grade-point average of no lower than a 3.0 (on the 4.0 scale) in paramedic curriculum.

2.3 will collaborate with the Agency to develop a schedule and provide objectives for the learning experience being sought for students prior to beginning of each period of experience.

2.4 will assure, so far as reasonably possible, that students and faculty do not pose health risk/hazards will maintain the following on each student and instructor who will be participating in field internship:

- a. Year of birth
- b. Current phone number where the individual may be reached
- c. All immunizations required by the Agency

2.5 will require each student and faculty member to carry malpractice insurance with a minimum coverage of \$2,000,000 and \$4,000,000 aggregate. The Academy assumes all responsibility in the event of an accident or injury and holds the facility harmless.

2.6 will require each faculty member to hold licensure in the states(s) in which they practice.

2.7 will require each student to have health insurance.

2.8 will require CPR and ACLS certifications for each student and faculty member.

3. Responsibilities of the Agency

3.1 will serve as a field laboratory in which paramedic students (without regard to race, color, sex, creed, national origin, or on basis of handicap) may be assigned educational experience.

3.2 will provide Agency staff time for the orientation of the Academy faculty to the Agency, its policies and procedures.

3.3 will retain its usual responsibility relative to the care of patients and have sole control over the course of treatment and service rendered to patients.

3.4 will make available to the Academy a complete set of rules and regulations of the Agency, together with all amendments, deletions, and revisions thereof, in order that this information can be disseminated to instructors and students.

4. Mutual Responsibilities

4.1 Under no circumstances is any student or instructor or faculty member to be considered an agent or employee of the Agency.

4.2 Neither the Agency nor the Agency will make monetary compensation to the other for the use of the facility.

4.3 The Agency will provide any emergency medical care necessary to paramedic students, faculty members, or other Academy personnel connected with the paramedic education program.

4.4 The Agency shall retain the rights to require the removal for and deny access to its facilities to any student or faculty member whose professional and/or social conduct is, in the opinion of the Agency administration disruptive, disrespectful, or otherwise destructive of the established practices of the Agency or its standing in the community.

5. Terms of the Agreement

This agreement shall commence on the effective date September_____, 2016 and continue in force and effect for a period of one (1) year and shall automatically renew from year to year thereafter unless canceled and terminated upon mutual agreement of the parties or be either party with or without cause upon ninety (90) day written notice to the other party.

Agency Signature

Notary Public

My Commission Expires

Academy Signature

Notary Public

My Commission Expires

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: Jonathan N. Rorie, City Manager 

FROM: Ellece Brown, Director, HR & Risk Management 

DATE: September 28, 2016

SUBJECT: Acceptance of 2016 Georgia Municipal Association (GMA) Safety Grant
10/6/2016 City Council Meeting

Recommendation:

That Council approve the acceptance of the 2016 GMA Safety Grant (reimbursement grant) in the amount of \$10,000.

Discussion:

As a member of GMA's Workers' Compensation Self-Insured Fund (WCSIF), the City of Peachtree City is eligible to apply for the GMA Safety Grant annually. The purpose of this grant is to provide a financial incentive to assist members in improving their employee safety through the purchase of training, equipment, or services. Our application for this year's grant was to reimburse a portion of the cost of bunker gear for the Fire Department and sets of body and tactical armor for the Police Department. This year GMA increased the grant from a maximum of \$6000 to a maximum of \$10,000. Peachtree City met the required criteria and was awarded the maximum amount of \$10,000.

Budget Impact:

These funds are budgeted in the City's general fund, so there will be no budgetary impact.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: Jonathan N. Rorie, City Manager *JNR*
Paul Salvatore, Finance Director *P.S.*
Kelly Bush, Assistant Finance Director *KB*
Angela Egan, Purchasing Agent *AE*

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

DATE: September 27, 2016

SUBJECT: Subject – IGA with Fayette County for Paving Redwine Road
October 6, 2016, City Council Meeting

Recommendation:

Staff recommends that City Council authorize the Mayor to sign the attached Inter-governmental Agreement (IGA) with Fayette County, with the City contributing a not-to-exceed amount of \$28,000 towards repaving the City's portion of Redwine Road.

Discussion:

The County will be repaving the County portion of Redwine Road from Quarters Road down to SR 74. Since Redwine Road crosses through a portion of Peachtree City, the County asked if the City would like to participate and have that portion paved at the same time.

Staff feels that paving this portion of Redwine in the City at the same time the County does theirs makes good fiscal sense. Staff recommends approval of the attached IGA. The cost to the City would be \$28,000.

The IGA has been reviewed by the City Attorney.

Budget Impact:

If approved by City Council, the \$28,000 would come from the 2017 Public Works Street Resurfacing line item (100-4100-53-1170). Funds are available in this line item to cover this expense.

STATE OF GEORGIA

COUNTY OF FAYETTE

INTERGOVERNMENTAL AGREEMENT

This Agreement entered into this _____ day of _____ between the CITY OF PEACHTREE CITY, a municipal corporation lying wholly or partially within Fayette County, Georgia, hereinafter referred to as "The City", and FAYETTE COUNTY, GEORGIA, a political subdivision of the State of Georgia hereinafter referred to as "The County".

W I T N E S S E T H:

WHEREAS, the County is planning on resurfacing the southern portion of Redwine Road from Quarters Road to SR 74, hereinafter referred to as "The Road" and,

WHEREAS, a location map of The Road is attached as Exhibit "A"; and,

WHEREAS, a portion of The Road is located within The City as shown on Exhibit "A"; and,

WHEREAS, The County estimates the cost of materials (asphalt, trucking, tack and striping) to be \$28,000.00 for the portion of The Road within The City.

NOW THEREFORE, for and in consideration of the premises contained herein, it is hereby agreed as follows:

1.

The City shall pay the County a not to exceed amount of \$28,000.00 upon the satisfactory completion of the resurfacing of The Road within The City. This amount covers all materials to adequately resurface and restripe The Road within The City. The County will cover all labor and equipment costs including but not limited to proper traffic control.

2.

The City and the County will jointly inspect the work on The Road within Peachtree City. If The City has any issues with the resurfacing work The City will advise The County and The County will work to resolve the issues. In no event shall The City be responsible for paying an amount exceeding \$28,000.00.

3.

After The City and County have inspected and approved the resurfacing within The City, The County will invoice The City for their share of the work as stated above. The City shall submit the payment due within thirty (30) days of receipt of the invoice from The County.

4.

This intergovernmental agreement is a full and complete statement of the agreement of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

5.

Should any provision of this agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this agreement or the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this agreement shall be valid and enforceable to the full extent permitted by law.

FAYETTE COUNTY, GEORGIA

By: _____
Charles W. Oddo, Chairman
Board of Commissioners

Attest:

CITY OF PEACHTREE CITY

By: _____
Vanessa Fleisch, Mayor

Attest:

Redwine Resurfacing 2016

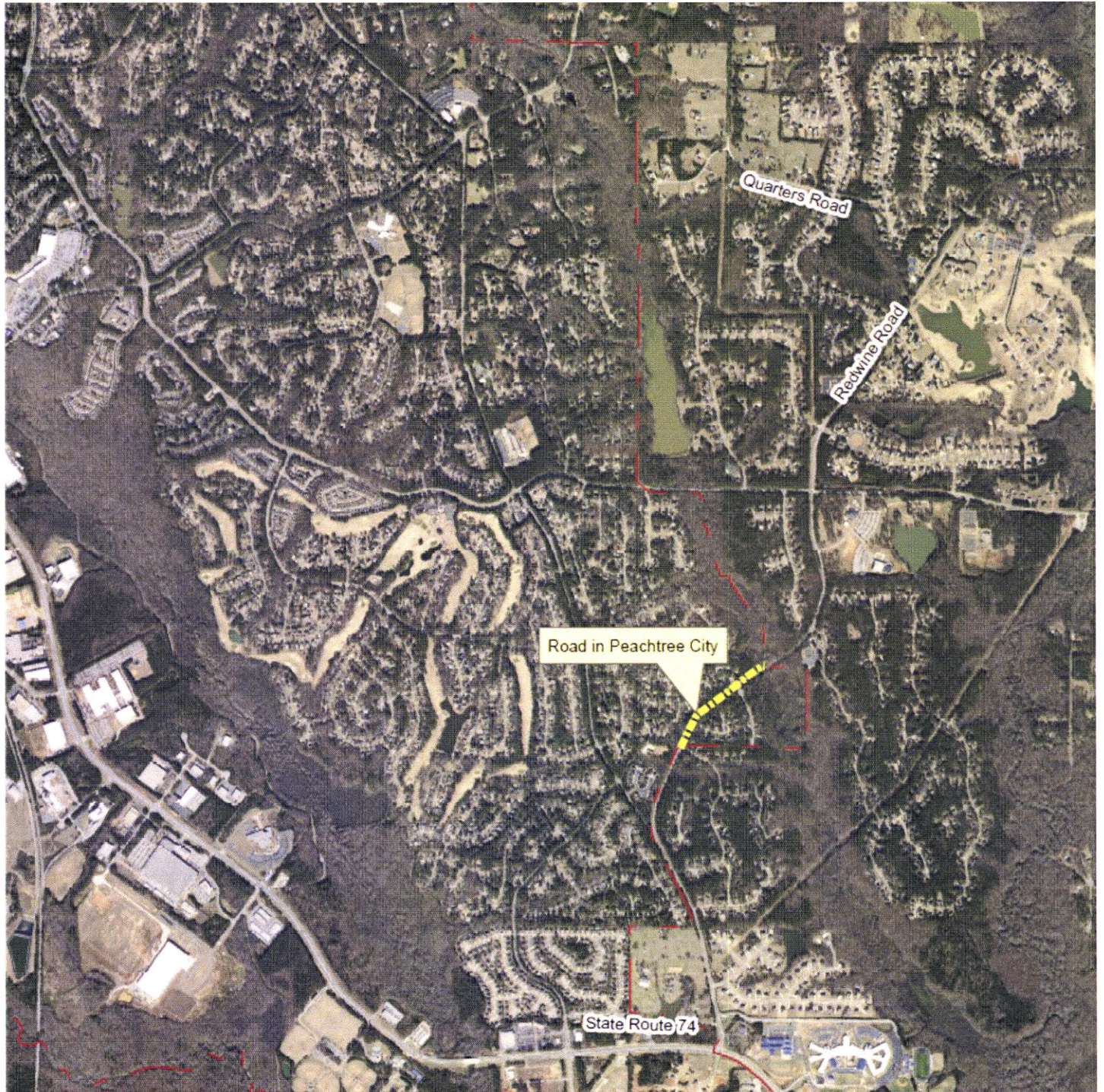


Exhibit A

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

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

FROM: Michael Warrix, AICP 
Planning and Development Director

DATE: September 29, 2016

SUBJECT: Consider Extension of Agreement with SAFEbuilt Georgia, Inc. for Building Department Services and Supplemental Planning Services and to Amend the FY 2017 Budget Resolution
October 6, 2016 City Council Meeting

Recommendation:

Approve the extension of the existing agreement with SAFEbuilt Georgia for Building Department services and supplemental planning services and to amend the FY 2017 Budget Resolution.

Discussion:

At the October 4, 2012, City Council meeting, Council approved an agreement with SAFEbuilt Georgia, Inc. to continue the provision of Building Department Services to the city. That Agreement was effective January 1, 2013, renews annually, and provides Council the option of extending the agreement for three (3) additional calendar years.

At its May 21, 2015, meeting, Council approved a supplemental planning services addendum. Under that arrangement, LSL Planning (a SAFEbuilt company) provided a staff planner on-site within the Planning and Development Department on a three (3) day per week (24 hours per week) basis. Due to a steadily increasing workload within the Planning Department, the current objective is to again utilize LSL's services to provide focused support in the areas of development plan review and zoning administration.

Attached is the proposal from LSL Planning (SAFEbuilt) to provide an on-site planner for 24 hours per week plus two (2) hours per month to assist with Planning Commission meeting packet preparation. I am recommending that the initial term of services not exceed 90 days. At the end of the 90 day period, Council would have the option to extend the term for an additional 90 day period if warranted and recommended by staff.

Budget Impact:

Building Department services are funded through a revenue sharing approach. Under the current agreement, SAFEbuilt retains 75 percent of the fees collected for various permits and inspections with the city retaining the remaining 25 percent.

For the Supplemental Planning Services addendum, the attached adjustment will amend the Fiscal Year 2017 Budget Resolution by increasing both the general fund revenue and expense in the amount \$23,550, with revenue coming from reserves.

ATTACHMENT

STAFF REPORT

CITY COUNCIL

TO: Mayor and City Council

VIA: Jonathan N. Rorie, City Manager

FROM: Michael Warrix, AICP
Planning and Development Director

DATE: September 29, 2016

REQUEST: Request to Amend Conditions of Zoning, Wilshire Village (Tract 4)
October 6, 2016 City Council Meeting

Applicant:	Premier Kings, Inc.
Property Size:	1.68 acres
Property Location:	Tract 4, Wilshire Village commercial subdivision
Property Address:	1207 South Highway 74
Zoning - Current:	GC, with Conditions
Zoning - Proposed:	GC
Land Use - Existing:	Undeveloped
Land Use - Proposed:	Freestanding Restaurant with Drive-Thru
Land Use Map:	COM – Commercial
Planning Commission:	Public Hearing, October 6, 2016 (Continued to 09/12/2016)
Planning Commission Action:	Recommendation to Deny - 09/12/2016 (Minutes Attached)

BACKGROUND

On September 6, 2007, a 9.18-acre portion of the former Stephens tract was rezoned from GI General Industrial to GC General Commercial (with conditions) to permit the development of the Wilshire Village commercial subdivision. The remainder of the property (23.67 acres) was rezoned to LUC-20 to accommodate the Somerby at Peachtree City development.

A number of conditions were imposed on the Wilshire Village subdivision, one of which limited the number of freestanding restaurants with a drive-thru window for pick-up of food or drink orders that could be located within the development. Specifically, Section 1006C.1 (d) states:

- (d) No more than one freestanding restaurant with a drive-thru window for pick-up of food or drink orders; provided that this restriction shall not prohibit a freestanding restaurant from maintaining designated parking areas for patrons to pick up food orders to go. This provision shall also not preclude individual tenants from maintaining drive-thru windows for pick-up of food or drink orders, so long as such tenants are in a building with at least two other individual tenants. In addition to one freestanding restaurant as described herein, this restriction shall not preclude a freestanding coffee shop with a drive-thru window from being located within the

Request to Amend Conditions of Zoning, Wilshire Village (Tract 4)

September 29, 2016

Page 2

overall development. As used herein, the term "coffee shop" shall mean a small restaurant in which coffee and light snacks and other drinks are served.

The Certificate of Occupancy (CO) for the existing Zaxby's restaurant within Wilshire Village was issued on October 22, 2015. As currently zoned, there are no other freestanding restaurants with a drive-thru window for pick-up of food or drink orders permitted within the development.

LOCATION

The Wilshire Village commercial subdivision is located across Highway 74 from the Wilshire Pavilion retail development. There were no zoning restrictions adopted as a part of the Wilshire Pavilion retail development.

REQUEST

The Applicant is requesting that the condition of zoning limiting the development of a second freestanding restaurant with a drive-thru window for pick-up of food or drink orders be removed specifically for Tract 4. The purpose of lifting the restriction would be to allow the development of a freestanding Burger King restaurant on the property. A copy of the application and supporting documentation is attached.

The request was initially considered at the August 8, 2016 Planning Commission meeting, at which time it was continued and the Applicant was encouraged to meet with the Wilshire Estates Homeowner's Association to determine if they would support the amendment as proposed.

The Applicant subsequently met with representatives from the Wilshire Estates HOA as well as property owners within the subdivision on August 30, 2016. According to the meeting minutes provided by the HOA (Attachment "A"), it does not appear the association or those in attendance support the request to amend the conditions of zoning as proposed.

REVIEW CRITERIA

Section 1304(d) of the Peachtree City Zoning Ordinance identifies the following factors that are to be considered when evaluating a proposed change to the zoning map:

- (1) Whether the zoning proposal is in conformity with the policy and intent of the land use plan;**
- (2) Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property;**
- (3) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;**

Request to Amend Conditions of Zoning, Wilshire Village (Tract 4)

September 29, 2016

Page 3

- (4) *Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned;*
- (5) *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools; and*
- (6) *Whether there are other existing or changing conditions affecting the use and development of the property which give supportive grounds for either approval or disapproval of the zoning proposal.*



Rezoning – Tract 4, Wilshire Village commercial subdivision

Attachment "B"

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



REZONING PERMIT APPLICATION

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

Fee: \$600 + \$50/acre

Receipt # 33194
Date Filed 07/01/16
Case # PR16-0003
Office Use Only

APPLICANT	Address <u>1201 Hwy 74 South</u> <u>Peachtree City, GA 30269</u> Proposed Use: <u>Retail - Food Service</u> Site in which Village: ☐ Aberdeen ☐ Braelinn ☐ Glenloch ☐ Kedron ☐ Wilksmoor ☐ Industrial		SITE INFORMATION	Parcel # (s) <u>0609 034</u> Existing Zoning <u>GC</u> Proposed Zoning <u>GC w/ zoning condition Amendment</u> Property Size: <u>±173,180</u> <u>±1,680</u> Square Feet Acres																
	Name <u>Premier Kings, Inc.</u> Address <u>5529 Carmichael Road</u> City, State, Zip <u>Montgomery, AL 36117</u> Phone # <u>334-649-1112</u> Email <u>j.howard@Bkalabama.com</u>			Name <u>Prockway Peachtree City, LLC</u> Address <u>1355 Tetrell Mill Road, Bldg 1478, Suite 200</u> City, State, Zip <u>Marietta, GA 30067</u> Phone # <u>770-953-6262</u> Email <u>doreill@columbiapropertiesinc.com</u>																
IMPACTED AREAS	Sq ft Acres Disturbed Area <u>±50,094</u> <u>±1.15</u> Square Feet Acres Impervious Area <u>±30,517</u> <u>±0.70</u> Square Feet Acres Open Space & Greenbelts <u>±19,547</u> <u>±0.45</u> Square Feet Acres		LAND USE & ZONING	Please record all surrounding property within 200ft of site <table border="1"> <thead> <tr> <th></th> <th>Land Use</th> <th>Zoning</th> </tr> </thead> <tbody> <tr> <td>North</td> <td><u>Retail</u></td> <td><u>GC</u></td> </tr> <tr> <td>East</td> <td><u>Vacant</u></td> <td><u>GC</u></td> </tr> <tr> <td>South</td> <td><u>Vacant</u></td> <td><u>GC</u></td> </tr> <tr> <td>West</td> <td><u>Retail</u></td> <td><u>GC</u></td> </tr> </tbody> </table>			Land Use	Zoning	North	<u>Retail</u>	<u>GC</u>	East	<u>Vacant</u>	<u>GC</u>	South	<u>Vacant</u>	<u>GC</u>	West	<u>Retail</u>	<u>GC</u>
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West	<u>Retail</u>	<u>GC</u>																		
Total acres ± Impacted acres <u>69</u> % <u>42</u> % <u>27</u> %																				
LOCATION OF	Entrance to Site: <u>Southwestern corner of site along Wilshire Village Dr. and from private drive off Hwy 74</u> Tree Save and Landscape Buffers: <u>Along the perimeter of the site</u> Other Buffers: <u>N/A</u> Greenbelts (to be dedicated to the city): <u>N/A</u> Multi-Use Path Connections: <u>N/A</u> Historical Resources: <u>N/A</u> Natural Features: <u>N/A</u> Stormwater Retention: <u>Off-site by others</u>																			
BUILDING INFORMATION	Building type: _____ Hrs of operation: <u>6:00 a.m.</u> to <u>6:00 a.m.</u> # of stories: _____ Building height: <u>21' - 0"</u> Floor Area (Sq ft) <u>N/A</u> Existing <u>3,408</u> Proposed # of dwelling units: <u>N/A</u> Units/acre: <u>N/A</u> # of employees: <u>10</u> Existing <u>10</u> Proposed		Briefly describe proposed use of property: (A separate detailed report is still required to be attached to this application) <u>The property is to be developed into a fast food restaurant with drive-thru lanes and on-site parking.</u>																	
	Parking: <u>34.08</u> <u>N/A</u> <u>41</u> <u>None</u> # Required # Existing # Proposed # Previous																			
TYPE OF CONSTRUCTION	Structural Material: ☒ Wood ☐ Metal ☐ Concrete ☐ Brick ☐ Other _____ Roof Material: ☐ Metal ☐ Tar ☐ Shingles ☐ Slate ☒ Other <u>Membrane roofing</u> Interior Finish: ☒ Drywall ☐ Wood ☐ Concrete ☐ Stucco ☐ Other _____ Exterior Finish: ☐ Wood ☐ Metal ☐ Concrete ☒ Brick ☒ Other <u>Stone & Stucco</u>		SETBACKS	<table border="1"> <thead> <tr> <th></th> <th>Required</th> <th>Proposed</th> </tr> </thead> <tbody> <tr> <td>Front (Building)</td> <td><u>40</u> ft</td> <td><u>143</u> ft</td> </tr> <tr> <td>Front (Parking)</td> <td><u>20</u> ft</td> <td><u>117</u> ft</td> </tr> <tr> <td>Side</td> <td><u>10</u> ft</td> <td><u>68</u> ft</td> </tr> <tr> <td>Rear</td> <td><u>20</u> ft</td> <td><u>125</u> ft</td> </tr> </tbody> </table>			Required	Proposed	Front (Building)	<u>40</u> ft	<u>143</u> ft	Front (Parking)	<u>20</u> ft	<u>117</u> ft	Side	<u>10</u> ft	<u>68</u> ft	Rear	<u>20</u> ft	<u>125</u> ft
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inv. 20466

TRANSPORTATION INFORMATION	Name of access or adjacent street	# of access points	ROW width (ft)	Pavement width (ft)	# of lanes	Paved? (Y or N)	Roadway design capacity ¹	Traffic volume (ADT) ²	Est. traffic generated (ADT) ³
		Highway 74	1	Varies	±84	5	Y		±19,000
	Wilshire Village Drive	1	N/A	±25	2	Y		N/A	
Estimated traffic generated by heavy vehicles:				¹ See GADOT Highway Capacity Manual ² See GADOT Traffic Survey Unit (ADT - Average Daily Traffic) ³ Base on Institute of Transportation Engineers ratios - ratio used for estimate (e.g., x trips per y sq)					
Types of vehicle(s): <u>Delivery and waste</u>								ADT: _____	
(vehicles other than automobiles and light trucks - Delivery, Waste, Equipment trucks, etc.)									

UTILITIES & SERVICES INFO	Solid waste collection: <u>On-site Dumpster</u>		** Please attach letters from utilities indicating that their services can support the proposed development **	
	Natural gas: <u>Existing</u>			Water supply:
Electrical Service: <u>Georgia Power (Existing)</u>			☐ Individual Well(s) ☐ Community System ☒ Municipal System: (Fayette County Water Dept)	
Telephone Service: <u>Existing</u>			Wastewater collection/treatment:	Estimated total wastewater discharge (gpd):
Cable TV Service: <u>Existing</u>			☐ Individual Onsite ☐ Community System ☒ Municipal System: (Peachtree City WASA)	

FIRE INFORMATION	Automatic Fire Sprinklers:		Briefly describe daily operations:	
	☒ Yes ☐ No, why? _____			(A separate detailed report is still required to be attached to this application)
Automatic Fire Alarm:			<u>Food preparation and service</u>	
☒ Yes ☐ No, why? _____				
# of Fire Hydrants: <u>None</u> Existing <u>2</u> Proposed				
Hazardous Material On Site? (If yes, describe type and method of storage to the right.)		☐ Yes ☒ No Material(s): <u>N/A</u> Storage: <u>N/A</u>		

With the signing and submittal of this application, the property owner authorizes the Peachtree City Staff to enter onto the subject property to collect data and other information in order to accurately prepare reports or other documentation for review by the Planning Commission and City Council.

By signing below I hereby certify that the above listed information and the accompanying materials as requested are accurate.

Applicant Signature: [Signature] Vice President/General Counsel Date: 6/29/2016

Property Owner Signature: [Signature] MANAGER Date: 6/29/16
DANIEL S. O'NEILL

Please complete the attached checklist.

OFFICE ONLY

This request, along with the required fee and supplemental documents, has been properly submitted and is hereby accepted for consideration by the Planning Commission and the City Council:

Signature: David E. Rant Date: 07-11-16

Date & Time of Planning Commission Public Hearing: 08-08-16

Date of City Council Public Hearing: 08-18-16 Case Number: PR16-0003

Zoning Condition Amendment Narrative

Wilshire Village

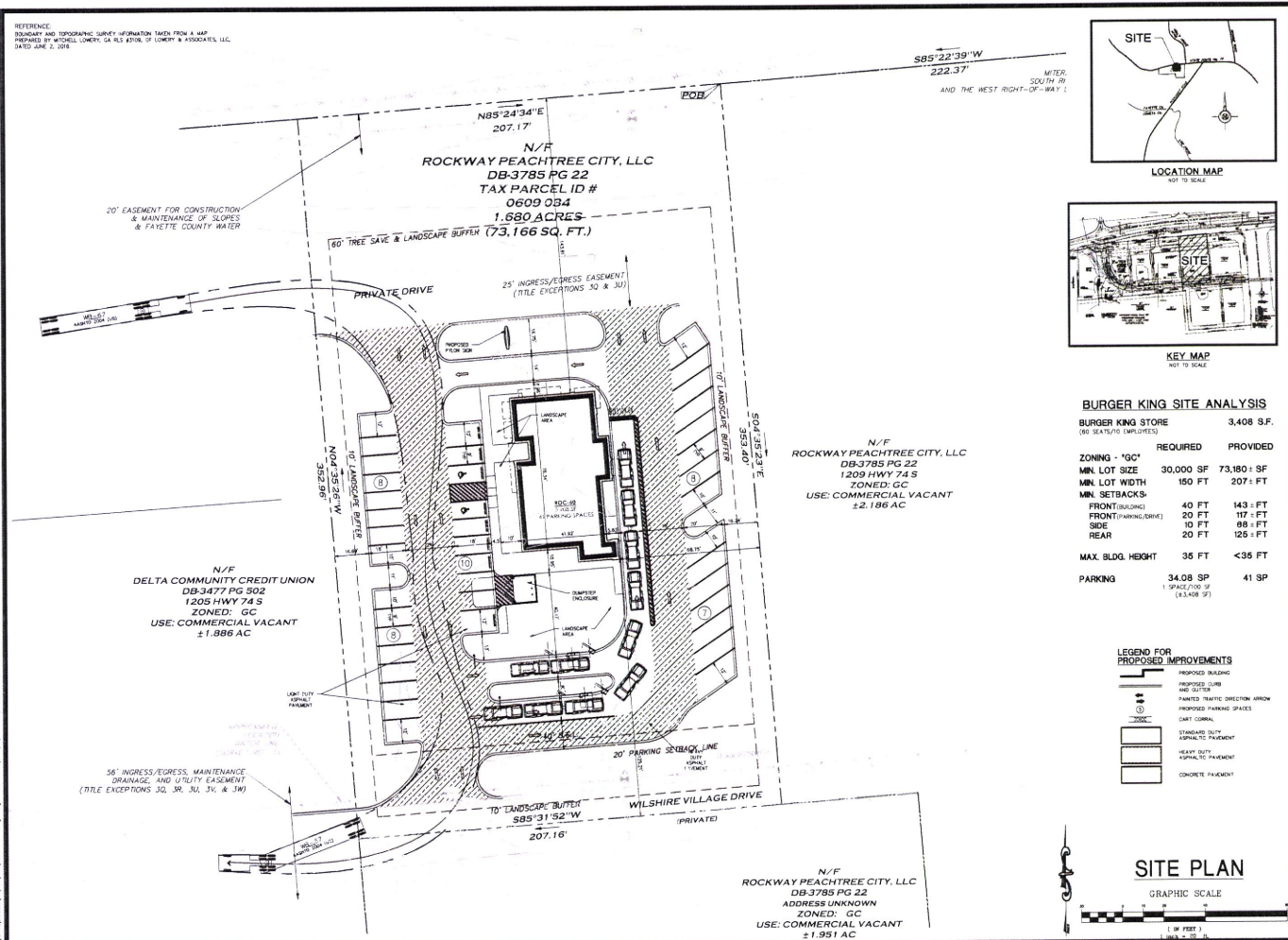
Owned by: Rockway Peachtree City, LLC

Developed by: Premier Kings, INC.

June 29, 2016

1. Land Use: Wilshire Village is a 21.12 acre development located along Highway 74. Upon its establishment, the Wilshire Village development was rezoned to be commercial property and placed under a set of zoning conditions. Section 1006C.1.1 (d) of the City of Peachtree City Zoning Ordinance restricts the Wilshire Village to only one freestanding restaurant with a drive-thru window. Due the existence of the Zaxby's restaurant in the development, we are requesting an amendment to the conditions of zoning that would remove this use restriction from the Wilshire Village development.
2. Natural Site Conditions: The proposed restaurant will be placed on a ± 1.68 acre lot. The site currently undeveloped. The site slopes to the west and to a temporary detention pond.
3. Community Design: The proposed Burger King and future restaurants will conform to all other requirements specified in the development standards for the general commercial zoning district and Wilshire Village zoning conditions.
4. Economic Development: The addition of the Burger King restaurant fast-food restaurant will benefit the development by providing another dining option to the community. The projected annual sales revenue for the Burger King restaurant is in the millions. The restaurant will also bring 40-60 new jobs to the community. Also, the additional patrons brought to the development will boast sales for surrounding retail businesses.
5. Fire and Rescue: The development will meet all fire safety requirements. An automatic sprinkler system will be installed in the building and fire hydrants will be located on site.
6. Potable Water: Water service is provided along Wilshire Village Drive.
7. Sewer: Sewer service is provided along Wilshire Village Drive.
8. Transportation: The site will be accessed from Wilshire Village Drive and private driveway off Highway 74. Access has been provide in accordance with the traffic study conducted the Wilshire Village developer.

REFERENCE:
BOUNDARY AND TOPOGRAPHIC SURVEY INFORMATION TAKEN FROM A MAP
PREPARED BY MITCHELL LOWERY, GA RLS #3109, OF LOWERY & ASSOCIATES, LLC,
DATED JUNE 2, 2016.



A map of the study area showing the location of the site. The map includes a river, a road, and a site marked with a black square. The site is located near the intersection of the river and the road. A north arrow is also present.

BURGER KING SITE ANALYSIS

BURGER KING STORE	3,408 S.F.
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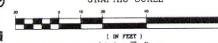
	REQUIRED	PROVIDED
ZONING - "GC"		
MIN. LOT SIZE	30,000 SF	73,180 ± SF
MIN. LOT WIDTH	150 FT	207 ± FT
MIN. SETBACKS:		
FRONT (BUILDING)	40 FT	143 ± FT
FRONT (PARKING/DRIVE)	20 FT	117 ± FT
SIDE	10 FT	88 ± FT
REAR	20 FT	125 ± FT
MAX. BLDG. HEIGHT	35 FT	<35 FT
PARKING	34.08 SP	41 SP

LEGEND FOR
PROPOSED IMPROVEMENTS

- | PROPOSED IMPROVEMENTS | |
|---|----------------------------------|
|  | PROPOSED BUILDING |
|  | PROPOSED CURB AND GUTTER |
|  | PAINTED TRAFFIC DIRECTION ARROW |
|  | PROPOSED PARKING SPACES |
|  | CART CORRAL |
|  | STANDARD DUTY ASPHALTIC PAVEMENT |
|  | HEAVY DUTY ASPHALTIC PAVEMENT |
|  | CONCRETE PAVEMENT |

SITE PLAN

GRAPHIC SCALE



W
Wolverton & Associates
Consulting Engineers • Land Surveys
6160 Saphire Parkway • Suite 100 • O.A.R. Gougeau 33097
Phone (770) 441-6699 • Fax (770) 447-6679
www.fordhousenetwork.com



Project Title
BURGER KING
1207 HIGHWAY 74 SOUTH, PEACHTREE CITY, GA
WILSHIRE VILLAGE, FAYETTE CO, GA
BY: PREMIER KING, INC.
5529 CARMICHAEL ROAD, MONTGOMERY, AL

[illegible]

LINK42: PARCELS 0609 005, 0609 024, 0609 021, 0609 022 & 0609 025



Doc ID: 008634850003 Type: WD
Recorded: 08/17/2011 at 09:15:00 AM
Fee Amt: \$14.00 Page 1 of 3
Transfer Tax: \$0.00
Fayette, Ga. Clerk Superior Court
Sheila Studdard Clerk of Court

BK 3785 PG 22-24

Wasting

Prepared by and Return to:
Foltz Martin, LLC
J. Marshall Martin III, Esq.
3525 Piedmont Road NE
Five Piedmont Center
Suite 750
Atlanta, Georgia 30305

GENERAL WARRANTY DEED

THIS INDENTURE, made this 8 day of August, 2011, between **ROCKAWAY PARTNERS, LLC**, a Georgia limited liability company, as party of the first part (hereinafter referred to as "Grantor") and **ROCKAWAY PEACHTREE CITY, LLC**, a Georgia limited liability company, as party of the second part (hereinafter referred to as "Grantee"), (the words "Grantor" and "Grantee" to include their respective heirs, successors, successors-in-title and assigns where the context requires or permits).

WITNESSETH THAT:

Grantor, for and in consideration of the sum of Ten and No/100 dollars (\$10.00) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee all that tract or parcel of land lying and being in Fulton County, Georgia, together with all improvements located thereon, and as more particularly described on Exhibit "A" (the "Land") attached hereto and made a part hereof.

TOGETHER WITH all buildings, structures, and improvements thereon and all rights, members, easements, and appurtenances appertaining to the Land and all right, title, and interest of Grantor in and to alleys, streets, and rights-of-way adjacent to or abutting the land (the Land, together with the foregoing, is hereinafter referred to as the "Property").

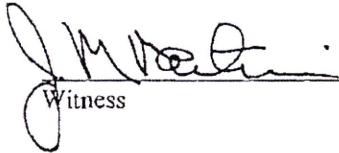
TO HAVE AND TO HOLD the Property with all and singular the rights, members, and appurtenances thereof, to the same begin, belonging, or in anywise appertaining to the other proper use, benefit and behoof of Grantee forever in FEE SIMPLE, subject as aforesaid.

AND Grantor will specifically warrant and forever defend the right and title to the Property unto Grantee against the claims of all persons whomsoever.

978035-1

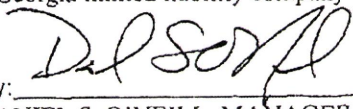
IN WITNESS WHEREOF, the Grantor has signed and sealed this Deed, the day and year first above written.

Signed, sealed and delivered in the presence of:



Witness

ROCKAWAY PARTNERS, LLC,
a Georgia limited liability company

By: 

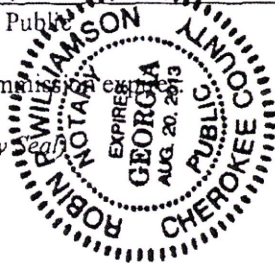
DANIEL S. O'NEILL, MANAGER (Seal)



Notary Public

My commission expires

(Notary Seal)



978035-1

Exhibit "A"

All that tract or parcel of land lying and being in Land Lot 29, 6th District, City of Peachtree, Fayette County, Georgia and described as ~~Outlet #2~~, Outlet #4, ~~Outlet #5~~, ~~Outlet #6A~~ and ~~Outlet #6B~~ and as more particularly shown on that certain Revised Final Plat of Wilshire Village, dated January 27, 2011, filed and recorded July 28, 2011 in Plat Book 46, Page 170, Fayette County, Georgia records,.

Wilshire Estates HOA

September 2, 2016

Peachtree City Planning Commission Members
Michael Warrix, Peachtree City Director of Planning and Development
David Rast, Peachtree City Senior Planner

Re: Request by Premier Kings to lift zoning condition on Tract 4 of Wilshire Village for a Burger King restaurant

On behalf of the Wilshire Estates Homeowners Association, I want to express my appreciation to you for postponing a vote on the zoning exemption for Wilshire Village to allow our community the opportunity to meet with the applicant to hear their proposal and to express our concerns. As such, I wanted to offer you a synopsis of the meeting.

The meeting took place on Tuesday evening, August 30, at SunTrust Bank in Wilshire Pavilion with 40 residents in attendance. Nat Bowe, Wilshire Estates HOA president, opened the meeting with a brief history of the property through 2007, when the city, in agreement with the developer and with input from the community, rezoned the property from general industrial to general commercial with conditions, one of which limits the number of restaurants with a drive-thru to one. As you are all aware, Zaxby's restaurant opened in Wilshire Village in October 2015, fulfilling that limitation of one restaurant with a drive-thru.

John Howard, Premier Kings vice president and general counsel, then spoke on behalf of Premier Kings. He outlined the company's history and gave a brief presentation on its proposed plans for a Burger King restaurant with a drive-thru at Wilshire Village. He then opened the floor to questions from the community.

At the close of the nearly two-hour meeting, it was clear that the community is not in favor of removing the drive-thru restriction for a Burger King restaurant on Tract 4 or on any other tract of that development for that matter. To this effect, the following arguments were made by the community:

- 1) The zoning with conditions agreed upon in 2007 stemmed from a lengthy, collaborative process that involved the developer, the city and the community. Since this was decided less than 10 years ago with the same stakeholders involved today (with exception of Premier Kings), there is no reason to change the zoning.
- 2) A drive-thru will create more traffic than what is considered tolerable and safe at this point. One resident referred to the July 24, 2016, article in The Citizen, which listed the intersections in Peachtree City with the greatest number of accidents during the first six months of this year. Highway 74 South and Rockaway Road made the top 10, as No. 6, logging 8 accidents during just the first half of 2016. Travelers from the east side of

Fayette County down Holly Grove Road—which bisects our neighborhood and its community areas—to a fast food restaurant at Highway 74 and Rockaway Road, will only increase the likelihood of more accidents and endanger the safety of our children.

- 3) An additional fast food restaurant with a drive-thru will also attract transient customers not invested in the community. Numbers given by Premier Kings indicate that drive-thru sales at Burger King restaurants account for more than 50 percent of total sales. This may lead to higher crime, poor exterior maintenance, increased noise etc. Furthermore, it is not in keeping with the village concept that is the foundation of Peachtree City and which attracted the residents to the Southside of the city in the first place.
- 4) Lifting the zoning restriction for Burger King on Tract 4 would set a precedent, opening the door for other restaurants with drive-thrus to build on remaining tracts. This would create a “fast food alley” at the entrance to our neighborhood, which would not be desirable by Wilshire Estates or any of the neighboring subdivisions.

Premier Kings said that during its negotiations with Columbia Properties, the developer suggested that the “no drive-thru condition” on that tract would not be an issue—that times had changed and with development occurring in the area, they thought the restrictions would be waived. This was not only a revelation to our neighborhood, but a disappointment as well.

The community indicated that a Burger King restaurant without a drive-thru would meet the parameters of the zoning and would not be opposed. However, after assessing overwhelming community dissent, Howard indicated that Premier Kings would likely not pursue building on the site, should the Planning Commission recommend not to waive the exemption for a drive-thru.

We thank you, again, for taking into consideration the community’s thoughts and concerns regarding this development. Wilshire HOA will be on hand at the September 12 planning commission meeting to express these and other concerns.

Sincerely,

Board of Directors, Wilshire Estates HOA
By: Donna Soper

**UNAPPROVED EXCERPT OF MINUTES
PLANNING COMMISSION MEETING
September 12, 2016**

PUBLIC HEARING

The Chairman read the public hearing rules and procedures and called the public hearing to order.

**PH-16-05 Consider request to amend conditions of zoning, Burger King tract,
Wilshire Village (1207 S HWY 74).**

The Chairman opened the public hearing at 7:05 p.m.

Mr. Rast provided the following information about this request:

- This item had been discussed at the Planning Commission meeting of August 8.
- The Applicant was Premier Kings, Inc. They had a contract on a tract of land in the Wilshire Village commercial subdivision.
- They were requesting that one of the conditions adopted as part of the zoning for that subdivision be lifted, specifically for tract 4. That condition limited the number of free-standing restaurants with drive-thru windows. Zaxby's had already located within Wilshire Village so in order for Burger King to locate within Wilshire Village, that condition would have to be lifted.

Mr. Destadio explained that at the last meeting, Mr. Bernard suggested Premier Kings meet with the residents of Wilshire Estates, and they had since done so.

Mr. Mark Woolridge with Wolverton & Associates was an agent for the Applicant, Premier Kings, Inc. They were requesting an amendment to the existing conditions of this zoning to allow a second restaurant with a drive-thru window. As requested at the last meeting, Mr. John Howard of Premier Kings had met with the homeowners association (HOA) to understand their concerns and the history of this zoning. No agreement was reached at the meeting. One of the concerns of the homeowners was the potential for increased traffic that would be generated with the addition of a drive-thru window as opposed to a fast food restaurant without a drive-thru window which was already a permitted use in this zoning.

Mr. Woolridge asked a traffic engineer in their office about the traffic potential. They had done both retail and commercial traffic studies and also did a lot of work with the Georgia Department of Transportation. They used the Institute of Traffic Engineers (ITE) Manual, the gold standard for developing traffic generation numbers and determining traffic uses. Their comparison looked at the peak time periods in the a.m. and p.m. and found that the drive-thru added about 2 percent to the a.m. and 8 percent to the p.m. A broader study would be required to determine the impact on the roads.

Mr. Woolridge further stated:

- There were three access points to this property.
- Some traffic improvements had already been installed.
- They felt the restaurant would be a plus to the shopping center.
- There was not a Burger King in this vicinity.
- They had worked with Staff on the look and design and would continue to do so.

Ms. Pamela Kemp, a resident of Avalon Park subdivision, was not sure she was in favor of this proposal but had visited this site. Unlike most of the fast food restaurants in town, she thought the road that ran behind Auto Zone and Zaxby's beautifully set up the right-in and right-out for this site.

No one else spoke in favor of this proposal.

Ms. Donna Soper was in attendance to represent the HOA as well as the entire Wilshire Estates community. She thanked the city and the Planning Commission for continuing this item to allow time for them to meet with the Applicant, Premier Kings. That meeting took place on August 30 with approximately 40 residents attending the meeting. She had provided a synopsis of the meeting, and it had been provided to the Planning Commissioners in their packets.

Following the meeting, the Wilshire Estates HOA conducted an online survey to which 113 residents responded. They appreciated Mr. Howard's taking the time to meet with them regarding their proposal for a Burger King with a drive-thru. However, the overwhelming sentiment of their homeowners (over 87 percent) was that there was no compelling reason to lift the zoning condition which limited the number of drive-thru restaurants to one. For the record, she wanted to reiterate the following arguments raised by their homeowners in addition to the points outlined in their synopsis:

- The traffic that would be associated with this restaurant spoke directly to one of the factors the Peachtree City Zoning Ordinance specifically identified when evaluating a proposed change: whether the zoning proposal would result in a use which would or could cause an excessive or burdensome use of existing streets, transportation facilities, etc. They believed a Burger King with a drive-thru would do this.
- In relation to the statistics Mr. Woolridge mentioned, she believed they were probably very general statistics in terms of traffic. She thought even an 8 percent increase in the evening would be more than that area could currently bear.
- This was not in keeping with the village concept which was the foundation of Peachtree City and what attracted their residents to the south side of the city in the first place. Wilshire Village was now connected to the city's cart path system via a tunnel under HWY 74 and, in their estimation, was an extension of their unique Wilshire community on the south side. While Wilshire Village was not an official Peachtree City village, it was their village in both name and patronage.

- They believed the current zoning already provided for a continued quality of life in their part of town which to them meant safety, controlled traffic, and minimization of transient folks with no vested interest in their community.
- There currently were five fast food restaurants within a three-mile radius. What they lacked and what Wilshire Village was already zoned for was a family-style sit-down restaurant. On a Friday or Saturday evening, the two family-style, locally owned, non-drive-thru restaurants in Wilshire Pavilion had lines of friends and neighbors waiting outside their doors.
- This spoke to another factor in the Zoning Ordinance on which a proposed change was to be evaluated, whether the property to be affected by the zoning proposal had a reasonable economic use as currently zoned. In their estimation, this property most definitely did.
- She emphasized that they were not opposed to development nor did they have any animosity toward Burger King. However, they were opposed to removing a hard-fought zoning condition designed to create variety and offer a continued quality of life for their community.

Ms. Lee Ann Ryan was the Executive Director of Somerby Senior Living, Assisted Living, and Memory Care located at 200, 300, and 400 Rockaway Road, which was referenced as an exit opportunity from the proposed Burger King. She wanted to go on record that this was their private property and their parking lot, an area where their residents needed to have a sense of safety. It needed to be a very safe place where their residents could walk and drive, an area that both families and ambulances also accessed. This private parking lot was used by both vehicles and golf carts as a thoroughfare causing a danger to their residents. Another restaurant and another drive-thru would increase that traffic further.

Mr. Destadio did not realize people were currently driving through the Somerby parking lot. Ms. Ryan added that it was quite disturbing to their residents because they came down the hill at a high rate of speed. She had tried to wave them down to ask them to be courteous to the residents, but they would not even stop.

Ms. Margaret Price, as a resident of Somerby Village, did not think it would be wise to have additional traffic. Especially in the evening rush hour, there was a constant stream of traffic turning right off of SR 74 coming down Rockaway Road. She thought people exiting from a restaurant at that peak time would create accidents. She agreed with Ms. Ryan's comment about the speed of vehicles and carts going through their parking lot.

No one else spoke in opposition to this proposal.

Ms. Wojcik thought traffic for a fast-food restaurant would be greater during the lunch hour than at dinner time. Mr. Woolridge said he was not from Burger King so he did not know about their sales. However, from a traffic generation standpoint, mornings had

actually become more popular because so many people stopped on their way to work.

Mr. Destadio was confused by some of the verbiage in Section 1006C.1(d) of the ordinance which stated:

This provision shall also not preclude individual tenants from maintaining drive-thru windows for pick-up of food or drink orders, so long as such tenants are in a building with at least two other individual tenants....

Mr. Rast explained that there was a lot of discussion about the type of uses envisioned for this overall development. This verbiage referred to a multi-tenant building rather than a free-standing restaurant.

Mr. Bernard asked whether Staff thought this proposal met the review criteria overall. Mr. Warrix explained that this was a little different as the review criteria typically applied when rezoning property. This was a request to change a negotiated rezoning that occurred several years ago. Some communities did not make it a practice to rezone property conditionally, particularly to this level of detail. He thought the last review criterion was probably the most relevant to this request: Had there been any significant changes in that area that would warrant the change to the zoning condition?

Mr. Bernard pointed out that Peachtree City seemed to be very concerned about trees. However, there were virtually no trees between Zaxby's and SR 74. He assumed there would also be no trees between this Applicant and SR 74. Was there was a reason for that?

Mr. Rast explained that at one time, the overall site, which included Wilshire Village and Somerby, was heavily wooded. Before the SR 74 widening, one of the provisions that was discussed with the Wilshire Estates HOA was the preservation of a buffer along SR 74. However, DOT took more right-of-way than was initially envisioned which resulted in the removal of more trees along the front. They did leave a 20' to 30' stand of trees as was seen in front of AutoZone. DOT also required Oglethorpe Transmission and Georgia Power to set their high transmission poles behind the right-of-way rather than within it which meant their easement extended into the trees that had been saved. This was the primary reason there were no trees along the frontage.

Mr. Rast continued that as a result of that, Columbia Properties developed a master landscape plan for this development. As each of the tracts was developed, the trees and landscaping would be installed along the front and would be very similar to what was in front of Zaxby's. It was disappointing when the trees started to be removed, but it was out of our hands.

Ms. Wojcik also remembered all of the meetings that had been held and agreed that there was nothing that could be done.

Although Mr. Destadio had not been involved at the time, he said it appeared this had been a lengthy and extensive process between the city, the developer, and the residents in the area. He wondered if there were other zoning conditions. Mr. Rast said there were a number of conditions that were adopted for the overall development.

The Chairman closed the public hearing at 7:37 p.m.

Ms. Wojcik was against changing this zoning because it had not been that long (less than ten years) since the ordinance was originally put in place. It was well thought out between the homeowners, the city, and the property owner; and nothing had changed in that time. The fact that another retailer wanted to come in was not a reason to change this zoning condition. Burger King was welcome to come to this property but not with a drive-thru.

Mr. Bernard could see both sides of this issue and was torn about which way to go with this item. He did not think the fast food restaurant would cause all of the traffic problems the community thought it would. He was familiar with the area and did not think it was all that dangerous. There were not that many busy intersections in Peachtree City so it was logical that it would be in the top 10. Although he understood the issue, he was concerned about the appearance from SR 74. He thought the whole development was inconsistent with Peachtree City, and another fast food restaurant would make it look worse. He added that he did not like the HOA statement that said this would attract "transient customers." This offended his "egalitarian streak," he thought it reeked of racism. Even if it was not meant that way, it came across this way to him.

Mr. Rabun placed the burden on the Applicant. He did not think the case had been made to justify the change to the zoning, and they also did not have the support of the community. He still had lots of questions.

Mr. Daily thought this was a unique situation. The HOA, the developer, and the city had agreed to this back in 2007. It was not forced on anyone, and he did not see any reason to change it.

Mr. Destadio thanked Burger King for meeting with the homeowners. He thought this was an important.

Mr. Daily and Ms. Wojcik noted that the only thing that had changed was that Zaxby's had moved in instead of Burger King.

The commissioners agreed that a commitment had been made to the city and the developer, there was no reason to change the zoning.

After discussion, a motion was made by Ms. Wojcik, seconded by Mr. Bernard, and unanimously adopted that PH-16-05 to consider the request to amend the conditions of zoning for the Burger King tract in Wilshire Village be forwarded to City Council with a recommendation that it be denied.

STAFF REPORT

CITY COUNCIL

TO: Mayor and City Council

VIA: Jonathan N. Rorie, City Manager 

FROM: Michael Warrix, AICP
Planning and Development Director

DATE: September 29, 2016

SUBJECT: Public Hearing: Consider Variance Request, R-12 Zoning Rear Setback Requirement, 208 Greensway
October 6, 2016 City Council Meeting

Case Number:	PV16-0006
Request:	Variance from Section 1001.4 (i), Zoning Ordinance
Property Location:	208 Greensway, Lot 32 Greensway
Current Zoning:	R-12, One Family Residential
Parcel Size:	29,455 Square Feet
Property Owner:	Matthew Darcy
Applicant:	Matthew Darcy

Request

The Applicant is requesting relief in the form of a variance from the rear setback requirement (Section 1001.4 (i)) of the R-12, One-Family Residential zoning district which requires a minimum rear building setback of 30 feet. The Applicant proposes to construct a 16' x 20' (320 square feet) detached garage adjacent to the rear property line. According to the application, the structure will be single-story and used primarily for the storage of lawn equipment and related household items. As part of the application, the Applicant has included a justification narrative, site plans/plat showing the proposed improvement in relation to the rear property line, building elevations, three (3) letters from adjacent property owners, and related photographs.

Subject Property

The subject property is a cul-de-sac lot and generally triangular in shape. As can be observed on the attached exhibits, the property's rear lot line abuts property owned by ClubCorp (Flat Creek Golf Club). That property in turn abuts the right-of-way of North Peachtree Parkway.

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.*

208 Greensway

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

GoMaps



September 27, 2016

1:16,523

Sources: Esri, HERE, DeLorme, USGS, Intermap, P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

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N PEACHTREE PKWY

GREENWAY

PEACHTREE CITY

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Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Swis (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community



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>208 GREENSWAY</u> <u>PEACHTREE CITY GA 30269</u>	PROPERTY OWNER	Name <u>MATTHEW DARCY</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>7-355-4367</u>
APPLICANT	Name <u>MATTHEW DARCY</u>	PROPERTY INFO	Subdivision: <u>GREENSWAY</u>
	Address <u>208 GREENSWAY</u> City, State, Zip <u>PEACHTREE CITY GA. 30269</u> Phone # <u>7-355-4367</u> Email <u>HTGMILL@BELLSOUTH.NET</u>		Phase: _____ Lot # <u>32</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	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?	<u>10</u> Feet	<u>WE WOULD LIKE TO BUILD A 16x20 GARAGE ON PROP LINE W/NO SETBACK</u>
	3.) Were you the owner of the property when the violation occurred? (If not, who was?)	☐ Yes ☐ No	

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

Signature of Owner/Agent: Matthew Darcy Date 8-15-16

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: _____

Dear Sir/Madam,

Our request for a variance to construct a 20' w x 16' d detached single story garage at 208 Greensway is due in part to the sharp angle of our rear property line which borders the 30' or so buffer of trees between us and Peachtree Parkway. We would like the garage to line up with the driveway angle as it is. If we adhere to the 10' setback, it will put the garage through our fence and into the backyard. I understand we are allowed 2 smaller sheds in this area with no approval, but for aesthetics we would like this structure to complement the house and the neighborhood.

As it stands, if we are allowed to build the garage as requested, no trees will need to be removed as it is just one big flat area now. This garage will merely house lawn equipment and other various items that are keeping us from parking in our current garage. Currently the area is all dirt with some pine straw. We would like to extend the concrete of the driveway but cannot do so until approval is granted. Thank you for taking the time to review our request, and we appreciate any and all help on this matter.

Sincerely,
Matt and Angie Darcy
208 Greensway
Peachtree City Ga.

Mr. Rast,

Thank you for your letter of August 26, 2016 requesting further information regarding our Variance. Please review the following information and additional photos for more complete details

Narrative:

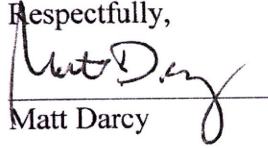
As stated on the Variance Request Form, the objective of the project is to construct a detached garage on our property. We live at 208 Greensway located at the end of a cul-de-sac. Our rear property line runs adjacent to a buffer zone separating us from Peachtree Parkway North. Our property line follows a curve in the Parkway which results in an odd angle to our rear property line. The position of our home on the property precludes the ability to construct the planned garage without serious adjustments to existing fencing and new landscape. It would create an odd angled design of opposing structures that would be aesthetically unappealing to neighbors. The area planned for this garage is currently a flat open space at the end of the existing driveway surrounded by a natural green buffer on two sides and fencing on the other. The garage would be a single story structure measuring Twenty feet (20') wide by Sixteen Feet (16') deep with a 9' wide overhead garage door and a 36" passage door for entry on the front. The other 3 sides would include several appropriately sized vinyl windows for light. This structure would accommodate our personal lawn equipment, tools and other materials currently housed in our attached garage thereby allowing full two car use of the current garage. Personal family vehicles are currently parked in this open area due to current limitations of garage parking. I understand that we are allowed 2 smaller sheds with no approval but this would not be aesthetically pleasing to us or to the look of our beautiful neighborhood. We pride ourselves on having everything look the best we can for us and our neighbors so the location and design elements are crucial.

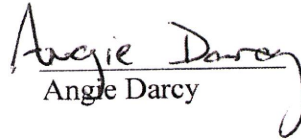
The attached Plat drawing (A) shows approximate location of this planned garage (darkened area). Please note the triangular shaped area at the end of the current driveway break. Also please note the curve of the Peachtree Parkway easement line. Consequently the S/W corner of the planned garage is in close proximity to the separating property line. This drawing is not to scale. It is merely a rendering to depict planned location and footprint. The 30' green buffer is not impacted in any way and no existing trees or shrubs will be affected. This planned location is a flat open dirt area with pine-straw and minimal grassy weed covering. Other than requesting a variance consideration per the typical zoning 'setback' code, this project does not violate any current building / zoning codes.

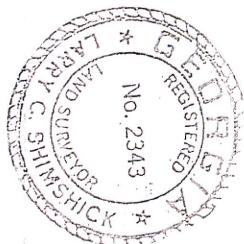
Adjoining neighbors have been contacted and full disclosure of our plans have been shared with them. Included with my Variance Request application you will find confirmation of their approvals by way of signature. I am also including photos of the existing area for your perusal as well as photos taken from Peachtree Parkway to demonstrate the view of the green buffer zone. This buffer contains a variety of several large trees; smaller younger trees and varying height shrubs and growth.

I hope this adjusted narrative answers the questions you posed in your letter. If I have overlooked any other supporting documents that would ease review of this request, please contact me. I can be reached at 770-355-4367 at any time.

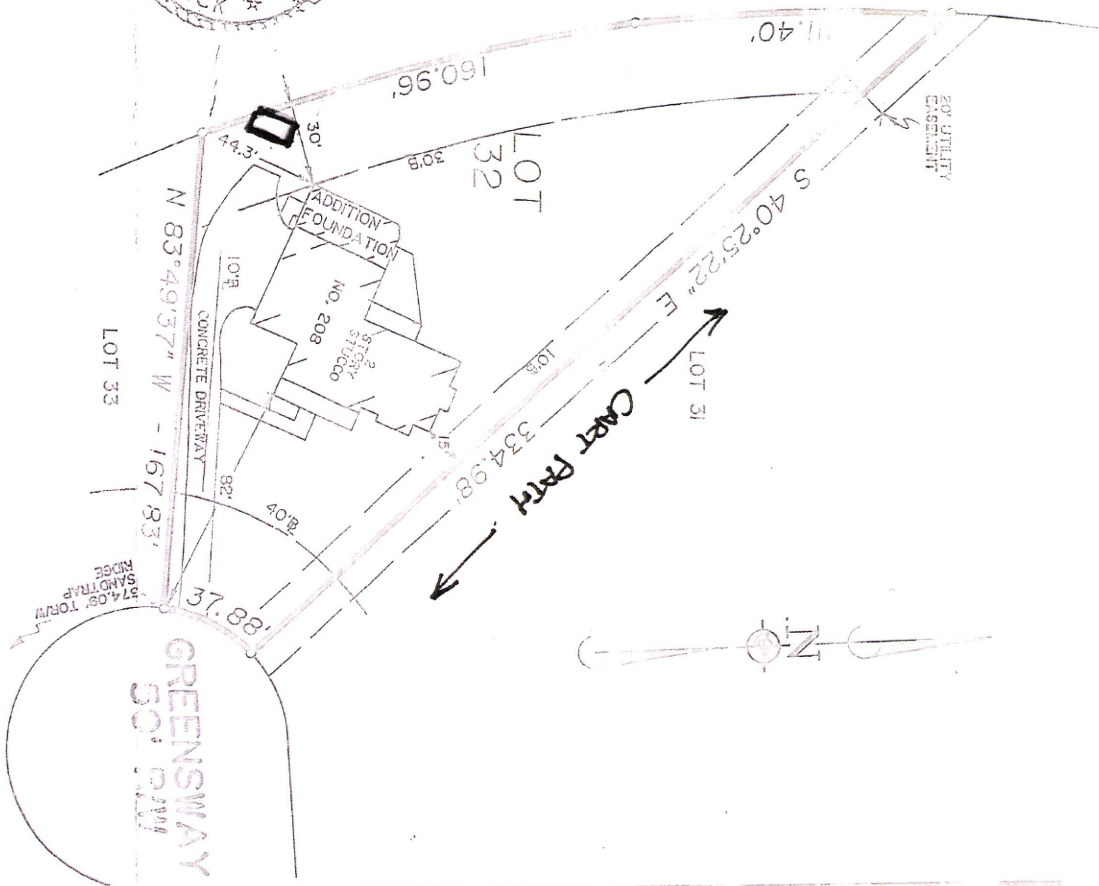
Respectfully,


Matt Darcy


Angie Darcy



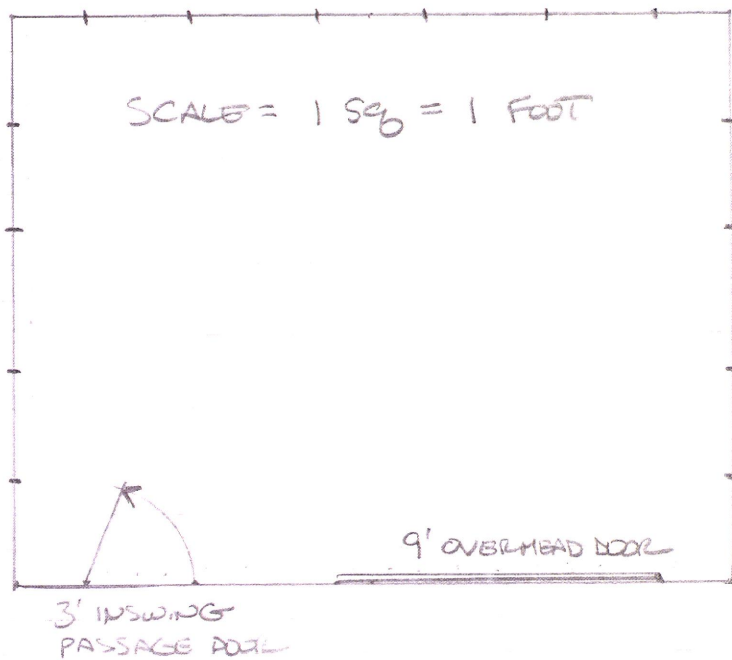
PEACHTREE PKWY
OPEN SPACE



In my opinion this plat is a correct representation of the land platted and has been prepared in conformity with the minimum standards and requirements by law.

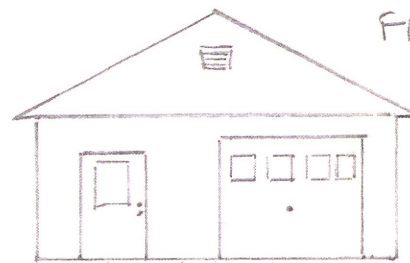
Larry C. Shimschick, R. L. S.

In my opinion, this property does not lie within the 100 year flood plain according to the HUD Flood Plain Map No. 130078 0001C
Dated: 12-1-77



208 GREENSWAY

GARAGE BASIC MATERIALS LIST



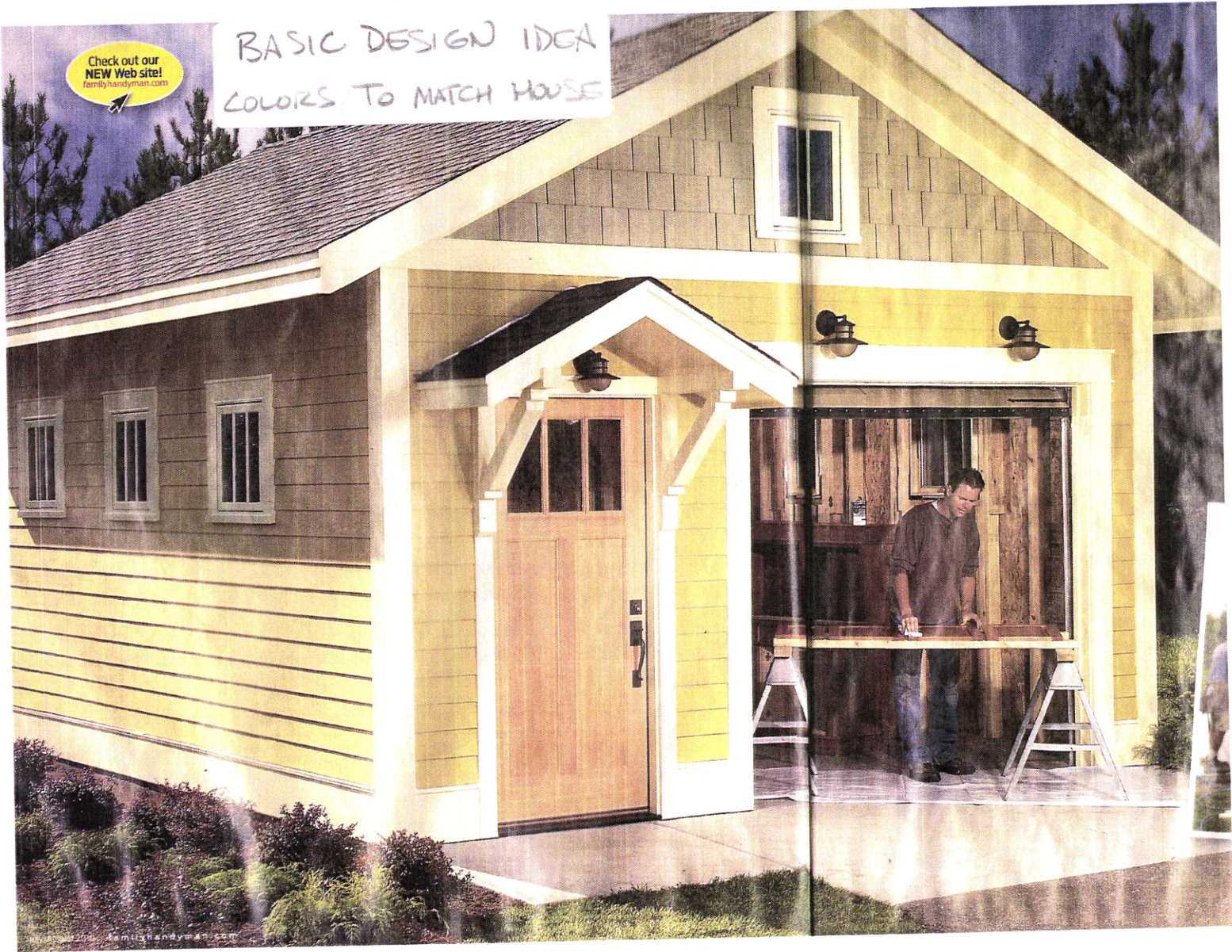
(NOT TO SCALE)

- 2x4 FRAMING WITH APPROPRIATE HEADERS AND BEAMS AS NEEDED
- COLOR MATCHED SIDING (TYPE TBD) TO MATCH HOUSE
- CONCRETE DRIVE EXTENSION W/ INDEPENDENT SLAB FOR SINGLE STORY GARAGE
- COLOR MATCHED ROOFING TO MATCH HOUSE
- ALL ROT FREE EXPOSED MATERIAL

RECEIVED SEP - 7 2016

Check out our
NEW Web site!
familyhandyman.com

BASIC DESIGN IDEA
COLORS TO MATCH HOUSE









GARAGE
RECEIVED SEP - 7 2016

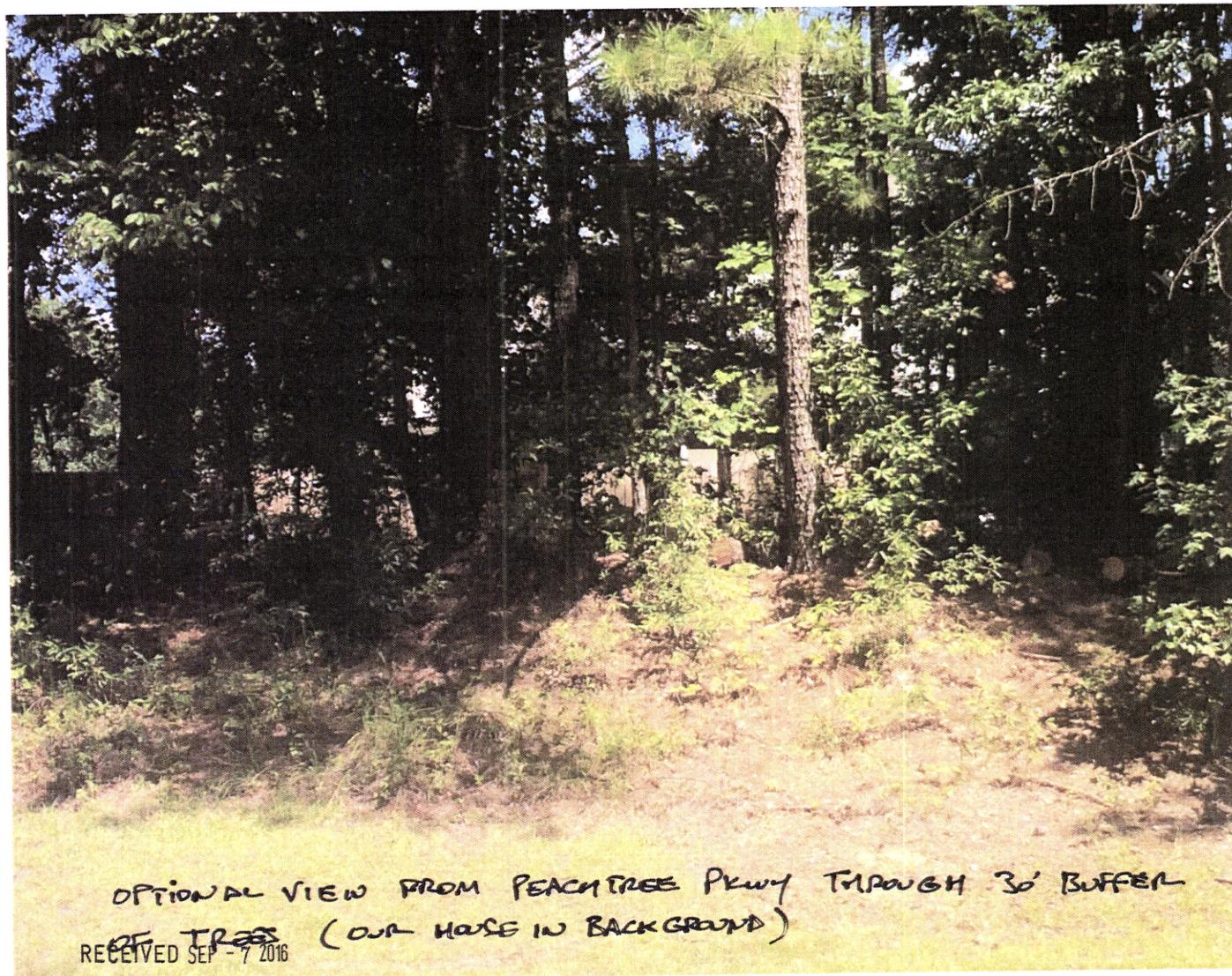
FLAT PLOT WE WOULD LIKE TO BUILD

PROPERTY
LINE

PROPERTY LINE



VIEW FROM PEACHTREE PKWY THROUGH THE 30' BUFFER OF
RECEIVED SEP - 7 2016 (HOUSE IS IN BACKGROUND).



OPTIONAL VIEW FROM PEACHTREE PKWY THROUGH 30' BUFFER
OF TREES (OUR HOUSE IN BACKGROUND)

RECEIVED SEP - 7 2016

Good Morning,

As your neighbor, I have a small request for you to consider. Angie and I have already made some vast improvements to our property since moving in two years ago. We plan to do more. However, we need your permission to move on a project requiring a variance. We plan to construct a 20' x 16' detached garage at the rear of our driveway to provide much needed storage. The structure will need to be on the property line with no setback. No trees will need to be removed and the wooded buffer between our home and Peachtree parkway will remain intact to provide green coverage. The garage will match the décor of our home's exterior. We do not foresee any impact to the aesthetics of the neighborhood however we want our neighbors aware of our plans.

Your signature on the bottom of this form will signify your approval for us to move forward. We would then present this form to the City Council and proper City Agencies for approval. I will be happy to discuss details with you if desired.

Thank you in advance for your consideration of this proposal.

Matt & Angie Darcy

Valerie H. Klein Aug. 18, 2016
207 Greensway, Peachtree City, GA 30269

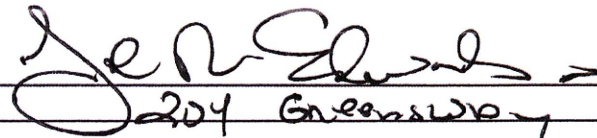
Good Morning,

As your neighbor, I have a small request for you to consider. Angie and I have already made some vast improvements to our property since moving in two years ago. We plan to do more. However, we need your permission to move on a project requiring a variance. We plan to construct a 20' x 16' detached garage at the rear of our driveway to provide much needed storage. The structure will need to be on the property line with no setback. No trees will need to be removed and the wooded buffer between our home and Peachtree parkway will remain intact to provide green coverage. The garage will match the décor of our home's exterior. We do not foresee any impact to the aesthetics of the neighborhood however we want our neighbors aware of our plans.

Your signature on the bottom of this form will signify your approval for us to move forward. We would then present this form to the City Council and proper City Agencies for approval. I will be happy to discuss details with you if desired.

Thank you in advance for your consideration of this proposal.

Matt & Angie Darcy


204 Greensway 8/18/12

Good Morning,

As your neighbor, I have a small request for you to consider. Angie and I have already made some vast improvements to our property since moving in two years ago. We plan to do more. However, we need your permission to move on a project requiring a variance. We plan to construct a 20' x 16' detached garage at the rear of our driveway to provide much needed storage. The structure will need to be on the property line with no setback. No trees will need to be removed and the wooded buffer between our home and Peachtree parkway will remain intact to provide green coverage. The garage will match the décor of our home's exterior. We do not foresee any impact to the aesthetics of the neighborhood however we want our neighbors aware of our plans.

Your signature on the bottom of this form will signify your approval for us to move forward. We would then present this form to the City Council and proper City Agencies for approval. I will be happy to discuss details with you if desired.

Thank you in advance for your consideration of this proposal.

Matt & Angie Darcy

Leslie Dwyer 8/18/2014
206 Greenway
PTC

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: Jonathan N. Rorie, City Manager 
Mike Warrix, Community Development Director 
David Rast, Senior Planner

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

DATE: September 28, 2016

SUBJECT: Floodplain Variance – 1000 Commerce Drive
October 6, 2016, City Council Meeting

Recommendation:

Staff recommends that Council approve the applicant's request for a variance to the City's Floodplain management/flood damage prevention ordinance Section 1007.4.3(3) and to deny the applicant's request for variances for Sections 1007.4.3(1)(b), and 1007.4.3(2)(a).

Discussion:

The applicant had submitted a site plan for 1000 Commerce Drive that included parking lot modifications and a 4,900 square foot expansion to the existing building. Upon staff review it was discovered that the building expansion and associated grading extend into the City's existing and future conditions floodplain. There is no Federal Emergency Management Agency (FEMA) floodplain on the property.

The City's Floodplain management/flood damage prevention ordinance prohibits any development or encroachments into the floodplain without a variance. Specifically, ordinance Section 1007.4.3(3) applies to the encroachment and is the first variance requested by the applicant. Two other variance requests will be presented later in this memorandum.

Variance request for Section 1007.4.3(3)

The Floodplain management/flood damage prevention ordinance outlines specific requirements and conditions for variance applications and are as follows:

- Requirement 1 - Variances may be issued for development necessary for the conduct of a functionally dependent use, provided the criteria of this section are met, no reasonable alternative exists, and the development is protected by methods that minimize flood damage during the base flood and create no additional threats to public safety.

- Condition 1 -A finding of good and sufficient cause.
- Condition 2 -A determination that the failure to grant the variance would result in an exceptional hardship.
- Condition 3- A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, or the creation of a nuisance.

Based on Staff review of the site plan, variance application and proposed floodplain analysis provided by the applicant we have determined that the applicant has meet Requirement 1. The reason for this is that the applicant has shown through detailed floodplain analysis that they meet the technical requirements in the ordinance and that there will be no increases to flood elevations or velocities due to the encroachment. In addition there will be no increases in flood losses as the building will be elevated three feet above the floodplain. Lastly, no reasonable alternative exists because of the floodplain covering the rear of the property. Even if the building was moved to a front parking area, additional parking would need to be constructed in the floodplain to compensate.

Staff has also determined that the applicant has met all the Conditions outlined above. Specifically the applicant has a hardship in that they cannot expand or build a new building without impacting the floodplain. In addition, the applicant has demonstrated through detailed floodplain analysis that they will not increase flood elevations and thereby not impact public safety or create a nuisance.

Based on the above information, Staff is recommending that the variance to Section 1007.4.3(3) be approved.

Variance Request for Sections 1007.4.3(1)(b), and 1007.4.3(2)(a)

The other two variance requests deal with the ordinance requirement of compensatory storage. This requirement is for when encroachments are allowed in the floodplain, an equal volume of the encroachment must be taken out of the floodplain in another spot on the property.

Based on Staff's review of the supplied information and the same variance requirements above, we would not support the variance to Sections 1007.4.3(1)(b), and 1007.4.3(2)(a). One reason that we could not support the variance is that there does not appear to be a hardship. There appears to be areas on the property that could be dug out to provide this needed volume. In addition this requirement is in the ordinance to help take into account limitations in the computer modeling methods.

Budget Impact:

There is no budget impact associated with this request.