

City Council of Peachtree City
Agenda
October 4, 2018
6:30 p.m.

- I. Call to Order
- II. Pledge of Allegiance
- III. Announcements, Awards, Special Recognition
 - Recognize Police Sgt. Leland Crider – 15 Years of Service
 - Recognize Police Lt. Kay Crider – 15 Years of Service
- IV. Public Comment
- V. Agenda Changes
- VI. Minutes
 - September 6, 2018, Regular Meeting Minutes
- VII. Consent Agenda
 - 1. Consider Acceptance of Complete Annexation Application from Jerry Peterson/Bradshaw Family, LLP, SR 54 East
 - This is formal acceptance of completed application; it is not approval of the annexation*
 - 2. Consider Somerby Woods Park Management Agreement with Southern Conservation Trust, Inc. (SCT)
 - 3. Consider Agreement with Fayette County for 2018 Special Election (Brunch Bill Referendum)
 - 4. Consider Contracts for Disaster/Storm Debris Monitoring & Removal
 - 5. Consider Qualifying Location Permit – The Avenue
 - 6. Consider Resolution of Lorrie Johnson Claim
 - 7. Consider Budget Amendments – FY 2018 & FY 2019
- VIII. Old Agenda Items
- IX. New Agenda Items
 - 10-18-01 Public Hearing – Consider Step 2 Annexation and Zoning Request, SR 54 East, Brent Holdings, LLC/Ravin Homes, Inc. (Mike Warrix/Robin Cailloux)
 - Public hearing to be held, but no vote will be taken since arbitration still pending; no memo*
 - 10-18-02 Public Hearing – Consider Change of Conditions for LUR-15 Zoning to Allow Townhomes as Permitted Uses, Pulte Homes/Everton (Mike Warrix/Robin Cailloux)
 - 10-18-03 Public Hearing – Consider Change in Conditions of LUC-11 Zoning to Permit Office Uses, 100 Kedron Drive (Mike Warrix/Robin Cailloux)
 - 10-18-04 Consider Redevelopment Options – Southern Gateway Entry/Meade Fields
 - No memo; City Manager Jon Rorie will give a presentation at the meeting*
 - 10-18-05 Consider Lease Amendment with American Tower (Paul Salvatore)
 - City Attorney reviewing lease, should be available early next week*
- X. Council/Staff Topics
- XI. Executive Session
- XII. Adjourn

**City Council of Peachtree City
Meeting Minutes
September 6, 2018
6:30 p.m.**

The Mayor and Council of Peachtree City met in regular session on Thursday, September 6, 2018. Mayor Vanessa Fleisch called the meeting to order at 6:30 p.m. Others attending: Terry Ernst, Mike King, Kevin Madden, and Phil Prebor.

Announcements, Awards, Special Recognition

Fleisch recognized Joshua Petty of the Stormwater Management Department as August's Employee of the Month. The Peachtree City Running Club presented the Mayor with a plaque designating the City as a Runner Friendly Community by the Road Runners Club of America.

Public Comment

John Dufresne said the City Manager approached the Water and Sewerage Authority (WASA) Board several years ago about the City's interest in acquiring WASA property behind the police station. He noted that Council went into closed executive session to discuss real estate matters and asked how they could go into closed-door executive session to discuss acquiring this property when the WASA Board (comprised of the Mayor and Council) would be present for those discussions.

Minutes

August 16, 2018, Regular Meeting Minutes

King moved to approve the August 16, 2018, regular meeting minutes. Ernst seconded. Motion carried unanimously.

Consent Agenda

- 1. Consider Non-Profit Funding Agreement – Fayette Senior Services**
- 2. Consider Non-Profit Funding Agreement – Promise Place**
- 3. Consider Alcohol License – NEW – Newk's Eatery, 100 Line Creek Circle**
- 4. Consider Extension of Time Limit to Use Alcohol License – Kedron World of Beverage**
- 5. Consider Bid for Police Vehicles – Wade Ford-Smyrna**
- 6. Consider Position Reclassification in Human Resources Division**
- 7. Consider Official Intent Resolution – Government Finance Corp., Inc., Lease/Purchase**

Ernst moved to approve Consent Agenda items 1 through 7. King seconded. Motion carried unanimously.

New Agenda Items

09-18-01 Public Hearing – Consider Rezoning-100 Line Creek Drive, The Overlook, General Commercial (GC) to Limited Use Commercial (LUC)

Fleisch opened the public hearing. Senior Planner Robin Cailloux explained The Overlook development at 100 Line Creek Drive was on the far western side of the City, with T.J. Maxx and Michael's among the tenants. The property was currently zoned GC, and the future land use called for commercial zoning, as well.

Cailloux said this request to rezone from GC to LUC was to allow zero-foot side setbacks so the owners could sub-divide the property into different ownership models. The owners were not proposing new construction. She presented a site map showing what they proposed. The primary building would be divided into Tracts 1, 2, and 3; the second building would be Tract 4; and the parking lot and common areas would be Tract 5.

Cailloux noted that the Planning Commission heard this request at its July 23 meeting and recommended approval. Staff recommended that, if Council approved this change, they require the owners to update the development agreement with the City, particularly as it related to management of the shared property.

The applicant, Jim Lowe of Trinity Development, told Council this request was in response to the changing retail market. Investors and buyers were interested in the individual buildings, and they were trying to accommodate them.

No one else wished to speak, and Fleisch closed the public hearing.

Fleisch asked how the landscaping and maintenance would be arranged under the new ownership model. Cailloux replied that the property would continue to fall under the City's Property Maintenance Ordinance. She said the specifics of how they would maintain the property would not be in the development agreement with the City, so Fleisch addressed her question to Lowe. He said there would be individual owners, but Trinity Development would continue as the main operator. The reciprocal easement agreements for maintenance were on a pro rata basis, with each tenant paying for each portion. The change would say that, instead of Trinity being solely responsible, the tenants would be responsible for maintenance on a pro rata basis.

City Manager Jon Rorie noted that this was a common approach, and Lowe said the business model was becoming more widespread, thanks to Amazon.

Ernst clarified that there would be no additional businesses, and Lowe said that was correct, just new owners. Prebor added that it meant someone could buy one building instead of having to come up with money for all five tracts.

City Attorney Ted Meeker pointed out that the condition proposed by staff referenced the development agreement, and that agreement would have to come back before Council to be finalized. This meant Council would see it again to ensure that the condition was satisfied. Fleisch asked if this would be similar to the agreement in other shopping centers, where they all paid for maintenance, and Meeker said it would.

King moved to approve New Agenda item 09-18-01, rezoning 100 Line Creek Drive from General Commercial to Limited Use Commercial. Prebor seconded. Motion carried unanimously.

09-18-02 Public Hearing – Consider Variance Request, 1207 SR 74 S, Proposed Dental Office, Sec. 1108(b) – Parking Lot Design Standards, Land Development Ordinance

Fleisch opened the public hearing. Cailloux stated this was on the south side of the City, on SR 74 across from Wilshire Pavilion. The property was currently undeveloped, and the applicant had submitted a conceptual site plan for a 4,200 square-foot office building. On a site map, Cailloux pointed out SR 74 and showed how the office would be reached via an access road.

The Zoning Ordinance set a minimum requirement for parking spaces, based on the building's square footage. For an office, Cailloux said, this was one parking space for every 250 gross square feet. The Land Development Ordinance had a maximum parking standard, set at 125% of the minimum. A 4,200 square-foot office would require a minimum of 18 spaces and a maximum of 23, she noted. Based on their operating procedures, the applicant believed they would need about 30 spaces, which was why they were before Council asking for a variance. She said they would have 14 patient chairs, which required 14 employees. This totaled 28 spaces, plus two handicap spaces to meet Americans with Disabilities Act (ADA) standards.

Cailloux said staff reviewed the request and found that it met the criteria for variances. She said a representative of the applicant was present to answer questions.

Dylan Tarr, a civil engineer, spoke for the applicant. He said there would be 14 chairs in the dental office, with two teams of seven employees. The applicant had more than 800 clinics in the United States, Tarr remarked, so they had significant data regarding their needs.

No one else spoke in favor or opposition. Fleisch closed the public hearing.

Madden asked for clarification on the number of additional parking spaces requested. Cailloux replied that they wanted to add seven. The maximum allowed under the Zoning Ordinance would be 23, Cailloux noted. Madden clarified that there would be two handicap accessible spaces, and Cailloux confirmed this that was to meet ADA requirements.

Rorie asked about other issues, such as trees on the site. Cailloux said the Planning Commission had not seen the proposed plan yet because staff decided it would be best to bring the variance request to Council first. City staff reviewed this plan, which met all requirements of the development ordinance, other than this parking issue. Cailloux said the question of trees would be answered when the landscaping plan was brought before the Planning Commission.

Fleisch remarked that she saw where Panera Bread was also coming to this area, on the other side of this office development. Cailloux said that would be on the same Planning Commission agenda as the dental office.

Madden moved to approve New Agenda item 09-18-02. Prebor seconded. Motion carried unanimously.

09-18-03 Consider FY 2019 Convention & Visitors Bureau (CVB) Budget

CVB Executive Director Kymberly Hughes reviewed some highlights and accomplishments from the past year, including an increase in social media followers. The City government page was the number one referral page for social media visitors. This year, the CVB would be gauging the engagement of visitors to its social media pages using a group called Social Report.

Hughes said that, from October 2017 to the present, the CVB sales staff had attended three trade shows: Your Military Reunion Connection, Destination Southeast, and Rendezvous South. There were two remaining meetings this year. Sales staff averaged 30 meetings per show, and there had been 21 requests for proposal (RFPs). There had been 134 room nights booked from those shows, and 25 of those had already been completed. Pending were 542 potential room nights from those same RFPs, Hughes reported.

The Visitors Center continued to have new items for sale, and the 2018 Christmas ornaments had arrived and were \$20. Their T-shirts were \$18; tote bags were \$20; tumblers were \$12; and PTC stickers were \$2. Hughes noted this would be a good destination for Christmas shopping.

Hughes continued that she was excited that both the 2017 and 2018 Wine Fests sold out, with 500 tickets sold in 2017 and, when the number of available tickets was upped to 550 in 2018, all sold as well. Hops and Props sold out in 2016 at 400 tickets and in 2017 at 474 tickets. Tickets for the 2018 event were now on sale, with 150 VIP tickets at \$60 and 400 general admission tickets for \$40. Between the two categories, 175 tickets had already been sold.

Moving on the proposed Fiscal Year (FY) 2019 budget, she pointed out that the Hotel/Motel Tax transfer from the City matched the City's FY19 approved budget. It included a 2% Increase from 2018 projections. The Craft Brew Festival and the Wine Festival were both budgeted, with revenue of \$46,000. Hughes commented they were 100% self-sustaining events that did not use Hotel/Motel Tax funds. She said she was impressed, as a new director, at how quickly they had become self-sustaining, noting it usually took about five years to reach that point. She projected that this was due to good management of these events and community support.

Hughes went over how CVB personnel costs were handled now that the CVB had contract staff. Her position was 80% covered by the CVB and 20% by the City. The remaining positions included two full-time sales positions and a marketing position that were 100% CVB funded. Part-time administrative and Welcome Center weekend and special event staffing were 100% paid for by the CVB through the Hotel/Motel Tax.

Expenses included in the sales, marketing, and promotions budget showed an increase. Tourism events requiring funding included the Diva Half Marathon, Amphitheater, Fam Tours, and other miscellaneous events that brought hotel stays, as well as expenditures for the Craft Brew Festival (Hops and Props) and Wine Festival. Hughes said there was a structure for the sports events that approached the CVB for money for expenses, as well as for arts festivals.

Administrative and general operations included a vehicle lease and related repairs and maintenance and possibly acquiring a new vehicle that would be used for employees to attend events and trade shows.

Hughes reported that the CVB had a large projected prior year surplus that was budgeted to be used in the current fiscal year, leaving a projected \$150,000 surplus at the end of FY2019. She explained that this money was generated through a vacant position that was budgeted but not filled, as well as marketing that was not expanded.

The Hotel/Motel Tax transfer accounted for 91% of the CVB's revenues, Hughes remarked, with the remainder coming from events and merchandise sales. She noted that Council was always interested in expenses related to tourism events, and this year's expenses included the Divas Marathon. This was the last year they were committed to the Divas event, and they would be looking at that for next year. The CVB had been approached by local sports teams about the possibility of hosting tournaments, but it was a delicate balance to match their time windows with the available facilities.

Hughes noted there would be a fund balance at the end of the year, and that money would be used for special projects or for a program that required support. She told Council she would be glad to answer questions.

Madden inquired about a line item that showed a decline in liability insurance premiums and asked how that could be. Hughes said the expenditure for 2018 might have been overestimated, and this was a correction. City Finance Director Paul Salvatore remarked that he believed the City had previously taken out liability insurance for the shows at The Fred, and now this was handled by the management company of the venue.

King noted that last year at this time there had been a considerable amount of renovation work going on at several hotels in the City. He asked how that had progressed. Hughes said the Crowne Plaza was 100% complete on its meeting space renovation on January 1, 2018, and was now completing its restaurant. The Peachtree Hotel and Conference Center was beginning

renovations on its rooms now. By the time of the 2019 Super Bowl in Atlanta, the rooms should be complete. Currently, there were a few rooms offline, but the meeting space at the Crowne was available. She said the two hotels were working together to share space as needed. Hughes said it was very rare to have two hotels renovate at the same time, and it would make a big difference to Peachtree City to have these new spaces.

Prebor asked about the new vehicle and the possibility of getting a vehicle wrapped. Hughes said they might be able to move an asset already in the City over to the CVB, and it would be wrapped for marketing and advertising. She said she and Rorie had discussed this.

Ernst moved to approve New Agenda item 09-18-03, FY 2019 Convention & Visitors Bureau (CVB) Budget. King seconded. Motion carried unanimously.

09-18-04 Consider FY 2019 Keep Peachtree City Beautiful (KPTCB) Budget

Assistant Finance Director Kelly Bush presented the FY19 Budget for KPTCB, along with a budget amendment. The bottom line, she said, was that it was costing more for recycling bin pulls at the recycling center by the Public Works building. Because the materials being recycled were not bringing the same amount as in the past, revenues were less than in previous years.

Bush showed a listing of revenues, including income from waste hauler franchise fees, recyclables, litter/compost contract, cart path litter/trash contract, and the Recycle PTC subsidy from the General Fund. The franchise fees did not change from last year to this year, with KPTCB still collecting \$1 per household per quarter. There was no change in the litter contract with the City, which provided for KPTCB picking up litter along the streets and highways and overseeing the mulching site on Rockaway Road. The other contract was to pick up trash and maintain the waste bins along the multi-use cart paths.

There was a \$3,000 decrease in recyclable revenues collected over last year, Bush noted. She explained that KPTCB got a credit for materials that could be recycled when the recycling bins were pulled. This credit was applied to the cost of pulling the bins, and the decline in the value of the recyclable materials over the past year, resulted in a smaller credit. Glass was no longer considered a recyclable material, and the waste haulers no longer collected it at curbside because it could break and contaminate other materials. She said the recycling center still had a bin for glass, but only one place still accepted it for recycling.

Bush summarized that contractual service expenses were up by \$14,500 over last year. This was the cost of pulling off the recycling bins at the center by Public Works to be emptied and replaced. All other expenses were down by \$6,840, she reported. She said because glass could not be recycled curbside, more people were bringing it to the recycling center. Last year, they collected 300,000 pounds of glass at the recycling center. This filled the bins more quickly, resulting in more pulls.

The City subsidy would need to be about \$10,000 more than last year, Bush said, going from \$15,770 in FY18 to \$26,430 in FY19. She reiterated that the decrease in revenue was \$3,000, and the increase in expenses was \$14,500, resulting in a \$17,500 shortfall, but said KPTCB Director Al Yougel had found ways to cut expenses by \$6,840, so the subsidy requested from the City would be \$10,660 more than last year's.

Madden asked about the fee charged to residents through their waste haulers, and Bush confirmed it was \$1 per household per quarter. Based on the 10,900 homes in the City, this brought in \$43,600. Bush said Pollard, the waste hauler with the fewest customers (450), contributed \$1,800

per year, with Waste Industries, at 4,300 customers, bringing in \$17,200, and Republic Services, with 6,150 customers, submitting \$24,600 to the City. Madden said, if it went up to \$1.25, it would give the City an additional \$10,800 per year. The increase for the pulls was \$10,660, so that 25 cents a quarter would cover the recycling costs.

Rorie clarified that the additional \$10,000 was on top of last year's \$10,000 subsidy, so the franchise fee would have to go from \$1 to \$1.50 to break even. He said the main players were Waste Industries and Republic, and Pollard was a small player.

Madden brought up the 300,000 pounds of glass being brought to the recycling center, saying it would increase the vehicle weight on the road if not recycled. He said 50 cents would be a reasonable assessment to cover the shortfall, just \$2 more a year per customer to retain the recycling.

King noted that the most recent budget cycle only raised the taxes on the average home about \$3.50. Increasing the franchise fee by a few cents would raise a lot of money, he pointed out. Madden said he just wanted to cover the costs, but King said he wanted to avoid a tax and spend mentality.

Madden asked about the 70% decrease in vehicle expense. Yougel told him that in years past, KPTCB had been responsible for vehicle insurance, but now it was being covered through the City. Madden also asked why office/utilities expenses were up 200% and asked if they were moving. Yougel said they were not moving, but there were improvements that needed to be made.

Prebor asked if they had shopped around to get a better deal on bin pulls. Yougel explained that Waste Industries was the largest bulk waste hauler, and they charged \$200 a bin pull. Currently, KPTCB was paying \$135. He said he had a quote from another hauler for \$185. The \$135 had been stable for about three years, and Yougel said he believed it would continue.

Prebor noted that this all went back to the question of engaging one garbage service provider for the City that could give a bulk rate. He asked about the status of that discussion, and Fleisch said it was on hold. However, Rorie said he anticipated that question and asked City Clerk/Public Information Officer Betsy Tyler to present some information she had gathered.

Tyler reviewed that the City currently had a non-exclusive franchise arrangement for residential garbage pickup, with three approved providers. The providers were required to offer both garbage and recycling collection at the curb to the 10,900 single-family homes in the City. The curbside recycling service included plastics, newspaper, aluminum and bi-metal cans, and cardboard, while the City's recycling center accepted all of these, plus glass. Tyler explained that broken glass could contaminate all other recyclables in a co-mingled residential recycling bin, but could be kept separate at the recycling center.

Tyler listed reasons the City covered during the retreat and budget workshops for considering a single provider for residential waste collection: lower rates or increased services for customers, reduced street maintenance costs, less illegal dumping of debris on the paths, reduction in outdoor burning, and lower costs at the mulching center. The rising costs of the recycling bin pulls at Public Works was another factor not previously discussed. As previously noted, they would be looking at single provider contracts for weekly garbage and recycling collection. Cost estimates for bi-weekly yard debris collection would also be obtained, along with mandatory participation in the service.

Staff had originally proposed that Council would not be asked for a decision until the proposal data was returned. Staff was currently evaluating other jurisdictions' RFPs for their best management practices, and would bring the draft Request for Proposal (RFP) to Council for approval to make sure all the items Council wanted to include were covered, Tyler said.

The Mayor asked about timing for the RFP, and Rorie said the issue had been discussed at the workshops and retreat, but the RFP had been on hold because he did not want it to become the sole focus during the budget process. Council could now turn its attention to the public policy issue. Tyler added that staff would draft the RFP, and then have Council review and okay it. After that, the proposals would be returned, and Council would vote. Switching to a single provider would not happen tomorrow, Tyler noted. It would have to be phased in due to the quarterly billing cycles used by the providers.

Rorie told Fleisch the RFP should be prepared and before Council by the end of the year.

Prebor asked if the aluminum cans and other recyclables were profitable. Yougel said cardboard was currently the only material for which they were being reimbursed. Paper prices had dropped over the past year, in part because China would no longer accept recyclables because they were contaminated. In Georgia, there were a couple of paper mills accepting paper, but there was no compensation to KPTCB. Plastic was recycled, but the payment was minuscule because plastic was so light.

Prebor then inquired how much it cost to operate the recycling center. He and Yougel determined that it was the cost for the bin pulls (\$75,400) minus the amount made from the recyclables (\$15,400). Yougel said curbside recycling did not have any impact on the McIntosh Trail center because schools and apartment residents still dropped off items.

Rorie said recycling, in general, was a narrowly focused public policy issue. What was before Council that evening was funding for a convenience center with a certain number of bin pulls so someone could drop off glass that could not be picked up curbside. An issue that wrapped around this more-focused problem was how the City would handle solid waste. Perhaps that waste was tree limbs from 3,700 acres of green space, debris from residential yards, or a pizza box. It was a wider public policy issue than just \$20,000 worth of additional bin pulls at Public Works. He endorsed looking at each issue, as Tyler suggested, whether it was mulching or yard waste. Rorie recommended looking at all these little issues as part of the bigger picture. Whether the City should subsidize recycling or not was a public policy question, Rorie continued, asking what the consequences would be if the City did not. The answer was to look at solid waste collection. He said staff's recommendation was to approve the KPTCB budget with the subsidy increase, knowing that the solid waste franchise agreement would come back before them.

Ernst noted that he had worked alongside Yougel, and his budgets were always tight. He said Yougel and his crew helped keep the City clean. Rorie stated that KPTCB put in 6,000 man-hours a year, the equivalent of three full-time employees, which would equal about \$150,000.

King asked if there was possibility of charging the \$75,000 for the bin pulls to the waste haulers. He said this would only come out to a few dollars per customer. Rorie said he asked Council to remember that the more they wrapped into the franchise RFP, the less competitive the process would be. However, there were only so many players in the game. The three currently operating in the City could do that, and the Mayor said they could always ask.

Madden clarified that the 10,900 homeowners in the City did not have to contract for garbage pickup. Tyler said that was currently true, but if they did, it must be one of those three that were authorized to use City streets to provide service.

Madden also asked how much it cost to run the mulching station. Public Works Director Scott Hicks said it was about \$75,000 to \$80,000 to grind the debris. Madden noted this only included the cost of the subcontractor who ground it, not the costs of City crews who collected it. Rorie said the City paid for the mulch three times: once to pick it up and transport it, another time to grind it, and a final time to pick it up and distribute it. He said there was value in the mulch, but there was a cost as well. He asked everyone to recall the piles of yard debris that some residents discarded on the greenbelt.

Madden said it should save the City money to have one trash provider that would also pick up yard waste. Rorie said the current options were dumping along the paths, burning, or bagging and transporting to the mulch yard. All the options had their own sets of problems.

Madden asked if residents could be required to contract with the City's chosen provider, and Meeker said it was authorized by the Georgia Constitution and that Newnan had such a requirement. Madden summed up the situation by saying if participation was mandatory, there would be savings from fewer people hauling debris to the mulch yard, fewer people utilizing the recycle center, and, Prebor added, less money spent on road paving. Rorie noted that all of these things made up the big public policy issue.

Ernst moved to approve 09-18-04, Keep Peachtree City Beautiful budget. King seconded. Motion carried unanimously.

Council/Staff Topics

Ordinance Amendment Preview

Tyler told Council their packet contained information on a series of housekeeping/update ordinances for their review. One asked Council to codify the non-discrimination policies that had long been in place, but needed to be put into ordinance form, according to the City Attorney. A second amendment addressed a tiny component that was missed in the last update to the Stormwater Management Ordinance, and the change would bring it into compliance with State standards. State legislation regarding the WASA board had been finalized earlier in the year, so the City needed to amend the related ordinance codifying the enabling legislation. The final item was to update the fee for the Municipal Court's pre-trial intervention program. Tyler asked Council to review the language and submit any questions they might have. She said the items would be on an October meeting agenda.

Rorie wanted to note how gratifying it was to the managers, elected officials, and staff to see the work that had been accomplished at Drake Field, site of the September 4 celebration of Peachtree City's Little League World Series team. Rorie said he appreciated the years of effort that went into making that event possible. It was an effort from many City departments, including Finance, Engineering, the Fire Department, Recreation, and Public Works, Rorie reflected. He said he was proud of the teamwork that went into the project, which included the contributions of taxpayers, and he extended his thanks to everyone, not just the baseball team, who made the event possible.

Fleisch said this project was seven years in the making, and the pavilion just topped it off. To see it come to fruition was a big deal. In projects such as this, Rorie said, there were sometimes conflicts

between executing vision and public policy. He said he and the Mayor had butted heads on several occasions in trying to execute these plans, but admitted that she had been right.

King moved to convene in executive session to discuss pending or threatened litigation and the acquisition or sale of real estate at 7:45 p.m. Ernst seconded. Motion carried unanimously.

King moved to reconvene in regular session at 8:26 p.m. Madden seconded. Motion carried unanimously.

There being no further business, King moved to adjourn the meeting. Madden seconded. Motion carried unanimously. The meeting adjourned at 8: 27 p.m.

Martha Barksdale, Recording Secretary

Vanessa Fleisch, Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jonathan N. Rorie, City Manager 
Michael Warrix, Planning and Development Director 

FROM: Robin Cailloux, AICP 
Senior Planner

DATE: September 19, 2018

SUBJECT: Consider Acceptance of Step 2 Annexation and Zoning Application, Bradshaw Family, LLLP
October 4, 2018 City Council Meeting

Recommendation:

Staff recommends that Council accept the Step 2 annexation and zoning application as submitted by Jerry Peterson on behalf of Bradshaw Family, LLLP. and authorize staff to process said application.

Discussion:

Staff has reviewed the application for compliance with applicable Georgia Code Sections and finds that the application is valid and contiguous as per O.C.G.A. §§36-36-4;36-36-20.

A map of the proposed annexation area and pertinent application materials are attached to this memo. A full copy of the annexation application, including copies of property deeds and legal descriptions, is available for your review at the Planning and Development offices.

Budget Impact:

There are no budget impacts associated with this request.

ATTACHMENTS

STEP TWO ANNEXATION APPLICATION

153 Willowbend Rd, Peachtree City, GA 30269
770-487-5731
WWW.PEACHTREE-CITY.ORG



ANNEXATION METHOD	☒ 100% Methodology Application requires signatures or signed letters of approval of all current property owners.		☐ 60% Methodology - Required signatures or signed letters of approval by property owners of at least 60% of the total annexation acreage. - Requires signed petition by 60% of registered voters in the annexation area. Signatures must include the address and be dated within one (1) year of the Step Two application submittal.		
	ANNEXATION PARCELS	Parcel ID#:	Address:	Signature:	Indicate signee's role at the address:
0719061		SUNNER RD, PTC		Owner ☒ Voter ☐	
0719003A		GA HWY 54, PTC		Owner ☒ Voter ☐	
				Owner ☐ Voter ☐	
				Owner ☐ Voter ☐	
				Owner ☐ Voter ☐	
				Owner ☐ Voter ☐	
				Owner ☐ Voter ☐	
<i>You may attach a separate list of parcels / signatures, or individual signed and dated letters. Signatures from Step One may be used if dated within one (1) year of the Step Two application submittal. The list of properties cannot be altered once the application is submitted.</i>					
APPLICANT OR PRIMARY POINT OF CONTACT	Name <u>JERRY PETERSON</u>		ATTORNEY	Name _____	
	Address <u>616 WINGSPRING RD, PTC 30269</u>			Address _____	
Phone # <u>770 487-9124</u>		Phone # _____		Email _____	
Email <u>jpetersonplan@aol.com</u>					
UTILITIES	Existing		Proposed		
	Water	<u>SURROUNDING STREETS</u>	<u>SERVE ALL</u>		
	Sewer	<u>SOUTH PARCEL</u>	<u>"</u>		
	Fire/ EMS	<u>1.7 MI. WEST</u>	<u>PTC</u>		
	Police		<u>PTC</u>		
	Electricity	<u>SURROUNDING EML</u>	<u>EML</u>		
PROPOSED DEVELOPMENT	Zoning Category Request: <u>LUC</u>				
	Brief Description: <u>MIXED USE INCLUDING:</u> - S.F. RESIDENTIAL 35% - OFFICE 13% - COMMERCIAL 15% - OPEN SPACE/STREET 37%				



DISCLOSURE OF CAMPAIGN CONTRIBUTIONS & GIFTS

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

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

Bradshaw Family, LLP

R. Scott Bradshaw, managing partner & CEO

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

YES

NO

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

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

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

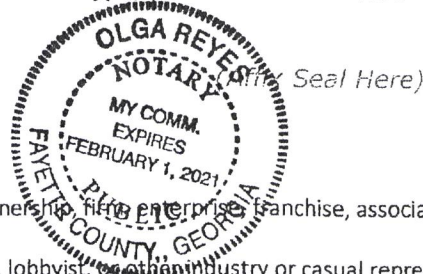
R. Scott Bradshaw
Signature of Applicant

R. Scott Bradshaw, managing partner
Type/Print Name and Title & CEO

Signature of Applicant's Representative

Type/Print Name and Title

Olga Reyes
Signature of Notary Public



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

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

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

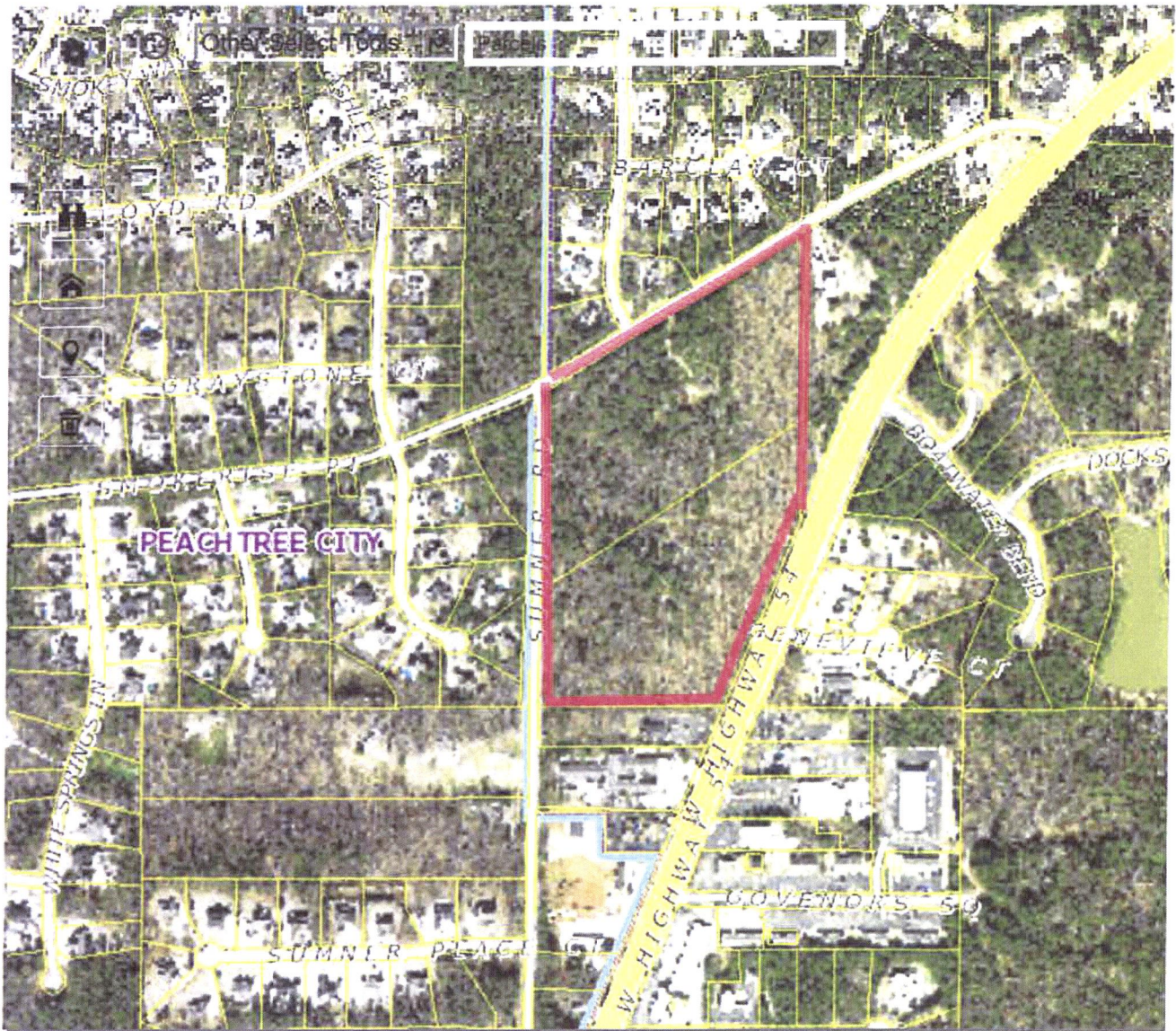
INTRODUCTION

This is a request to annex 28.3 acres of land on the eastern border of Peachtree City and zone it as a mixed use development consisting of single family residential along with small scale office and retail in keeping with the City goal for annexation. The office and retail would share a loop street with entry from the existing median cut on Highway 54, while the residential which in on the north and west sides of the property is entered from Sumner Road on the west.

The property is bordered by Highway 54 on one side, Sumner Road on two sides, and undeveloped wooded property on the fourth side. There is existing small scale retail and office across Highway 54, and on both sides of the Highway to the south. Residential neighborhoods are across Sumner Road to the north and west. There is also small scale retail/office north at the corner of Sumner Road and Highway 54. Sumner Road is the existing City limits.

The site topography is high along the eastern edge with drainage towards Sumner Road on the west where the storm water controls will be located.

The requested zoning is Limited Use Commercial (LUC) with the land uses as the Concept Plan with single family residential, office and commercial described herein.



BRADSHAW ANNEXATION & ZONING

Aerial Photo

HIGHWAY 54
28.3 ACRES
PROPOSED ANNEXATION AND ZONING

CONTACT INFORMATION:

Owner:

Bradshaw Family LLLP
251 Smokerise Trace
Peachtree City
Georgia 30269
770 486-1358

Agent:

Jerry Peterson
Peterson Planning
616 Wingspread
Peachtree City
Georgia 30269
770 487-9124

PROJECT INFORMATION:

Acreage:

Lakes:	0 Acres (There are no lakes on property)
Floodplain:	0 Acres (According to FEMA maps)
Wetland:	0 Acres (According to National Wetlands database)
Stream Buffer:	0 Acres (There are no streams on the property)
Net Developable:	28.3 Acres

Current zoning:

Agricultural/Residential, AR Fayette County

Current land Use:

Low Density Residential, Fayette County Land Use

Location of Property:

This 28.3 acres is located on the eastern edge of Peachtree City bounded by 750' of frontage on Ga. Hwy 54, Sumner Road on the west and north, and an undeveloped tract to the east. Adjoining the parcel to the south is the existing Flat Creek Vet and Heritage Senior Housing. The parcel is contiguous to the existing City Limits along the 1,163.43' length of Sumner Road. This is an undeveloped tract of land with natural storm drainage back to the west. The land directly across Highway 54 is an office park, while the land to the south along both sides of Highway 54 is currently commercial. There are existing residential neighborhoods across Sumner Road to the north and west.

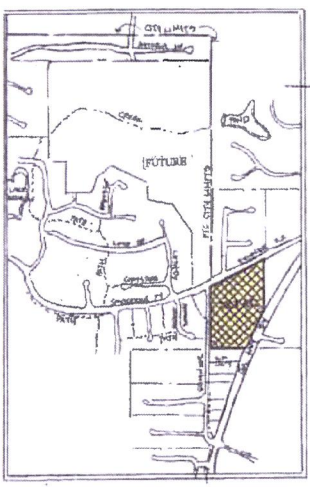
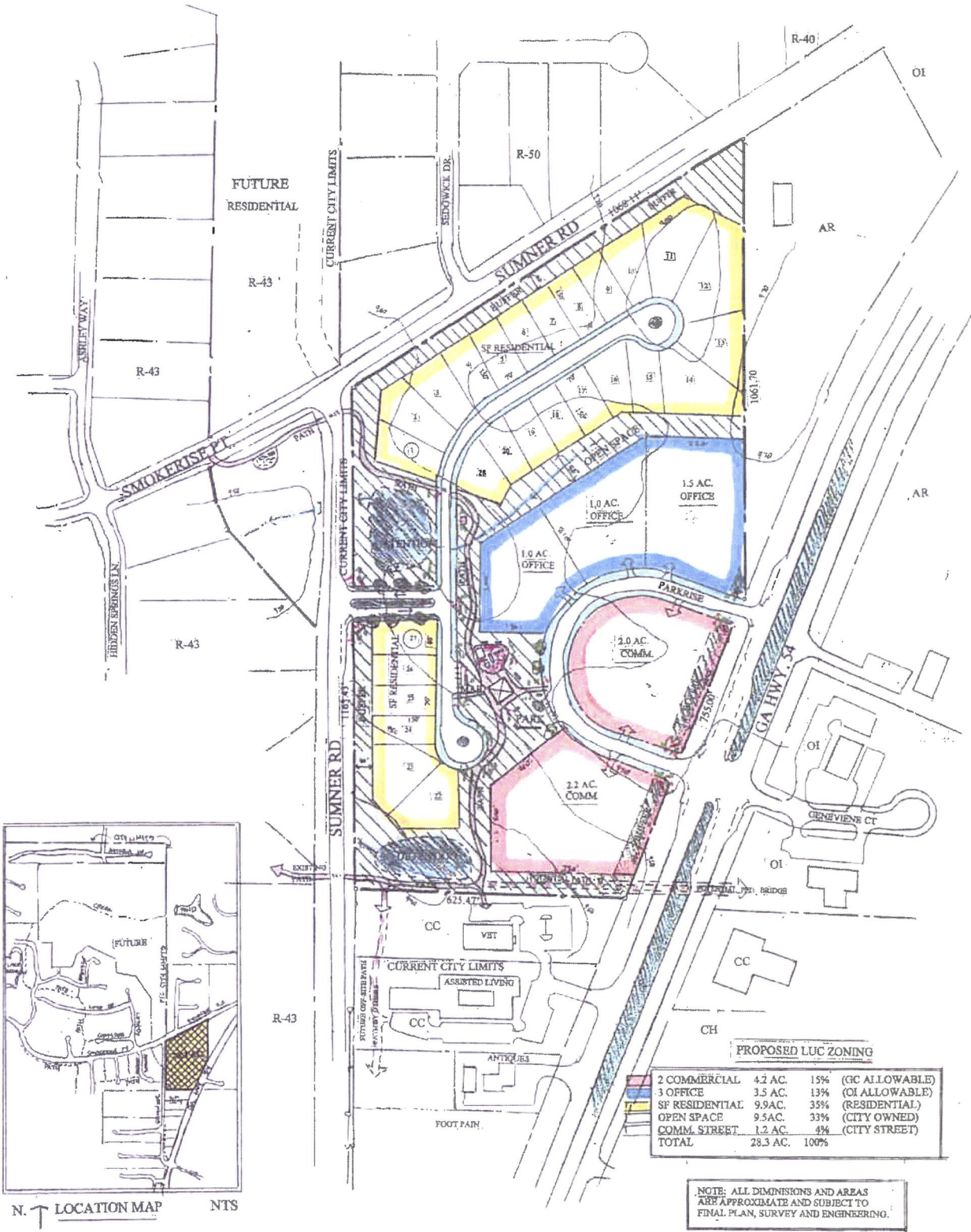
Reasons to annex and zone 28.3 acres into Peachtree City

This is a request for annexation and zoning of 28.3 acres located on the eastern edge of Peachtree City bounded by 750' of frontage on Ga. Hwy 54, Sumner Road on the west and north, and a wooded tract to the east. Adjoining the parcel to the south is the existing Flat Creek Vet and Heritage Senior Housing. The parcel is contiguous to the existing City Limits along the 1,163.43' length of Sumner Road. This is an undeveloped tract of land with natural storm drainage back to the west. The land directly across Highway 54 is an office park, while the land to the south along both sides of Highway 54 is currently commercial.

The proposed land plan illustrates Residential 10.5 ac. (37%), Open Space 3.6 ac. (13%), Office 8.0 ac. (28%), Commercial 5.2 ac. (18%), and the street 1.0 ac. (4%).

The following are the main reasons the City should annex this property at this time.

- 1) There are a considerable number of existing residents in the Smokerise neighborhoods that are ready to move out of their large homes on large one to two acre lots and simplify their lives, but want very much to stay in the neighborhood. This is the last vacant parcel in the area that could be developed much like other desirable neighborhoods in the City such as Saranac, North Cove, Honeysuckle, Blueberry Hill, Cottage Grove and others with smaller lots but high quality design and materials.
- 2) The plan for this tract can complete the connections for pedestrian/cart paths on the east side of the City connecting the Smokerise neighborhoods to this new development as well as other existing commercial uses along Highway 54 and to the Lexington Park activities and the High School.
- 3) There is an existing median cut on Highway 54 in front of the center of this property, and DOT permit for access points.
- 4) Without annexation the property will develop in the County. This would mean more septic tanks with the natural drainage back to the west and existing City neighborhoods. There have already been problems with individual treatment systems along this area, which the City has been helpful in solving.
- 5) With annexation the City will be able to manage the design and development of this parcel at the east entry to the City, and protect the drainage downstream into Peachtree City. The City can also be assured with this plan that there will not be a large big box or shopping center built on the property that would compete with existing centers in the area. But small retail only on the frontage of Highway 54 where housing would not be the best use.
- 6) The City would be assured of appropriate buffers relating to existing Sumner Road to west and north as well as buffers between proposed uses within the 28.3 acres.
- 7) The City will receive additional new tax base as the parcel is developed.
- 8) There are existing commercial and office uses across the Highway and both sides of the Highway to the south.



PROPOSED LUC ZONING

2 COMMERCIAL	4.2 AC.	15%	(GC ALLOWABLE)
3 OFFICE	3.5 AC.	13%	(OI ALLOWABLE)
SF RESIDENTIAL	9.9 AC.	35%	(RESIDENTIAL)
OPEN SPACE	9.5 AC.	33%	(CITY OWNED)
COMM. STREET	1.2 AC.	4%	(CITY STREET)
TOTAL	28.3 AC.	100%	

NOTE: ALL DIMENSIONS AND AREAS ARE APPROXIMATE AND SUBJECT TO FINAL PLAN, SURVEY AND ENGINEERING.

0 100' 200' NORTH
JULY 2018

RESIDENTIAL	COMM. & OFFICE
MIN. LOT WIDTH: 65'	MIN. LOT WIDTH: 65'
MIN. LOT SIZE: 9,000 SF	MIN. LOT SIZE: 9,000 SF
MIN. SETBACKS:	MIN. SETBACKS:
FRONT 30'	FRONT 10' SIDEWAYS 15' PEG
SIDE 10'	SIDE 10' SIDE 10'
REAR 30'	REAR 30' SIDE 10'

SMOKERISE CORNERS
(RESIDENTIAL)
PARKRISE CORNERS
(COMMERCIAL & OFFICE)

CONCEPT PLAN 28.3 ACRES
LL 70 DISTRICT 7

OWNER:
BRADSHAW FAMILY LLLP
251 SMOKERISE TRACE
PEACHTREE CITY, GA 30269



ELIGIBLE FOR ANNEXATION

The 28.3 acres is contiguous with existing Peachtree City limits for 1,163.4' along Sumner Road. Even without other properties in the area this would qualify for annexation. This application is using the 100% methodology with one owner for the 28.3 acres.

APPLICANT IS FAMILIAR WITH CITY CODES AND ORDINANCES

Mr. Scott Bradshaw the owner and Mr. Jerry Peterson the agent are both familiar with Peachtree City codes and ordinances, and especially those pertaining to zoning, land development and site development issues.

PUBLIC SERVICES AVAILABLE TO THE PROPERTY

Sewer and paths have been recently built to the neighboring properties and can be linked to this property.

Water is available from Fayette County Water System and is in the immediate area.

Electric power provided by Coweta/Fayette EMC

Gas provided by Atlanta Gas

Telephone by AT&T and other choices

Cable television by Comcast and others

Sanitation by Waste Management and others

Fire and EMS by Peachtree City with annexation

Police by Peachtree City with annexation

ACREAGE, DENSITY AND POPULATION

The site is a gross total of 28.3 acres. The following is proposed land uses for the site.

Single family LUR Residential	9.9 acres	35%	27 lots (typ. 70'x150')
Open Space/Buffers	9.5 acres	33%	
Office	3.5 acres	13%	1 to 3 sites
Commercial	4.2 acres	15%	2 sites
Street	1.2 acres	4%	comm. & off. loop
TOTALS	28.3 acres	100%	

27 Residential lots are proposed to have a population of about 80 adults and children.

PROPERTY WILL TIE INTO THOROUGHFARE AND PATH SYSTEM

The Concept Plan illustrates the commercial and office sites access from a loop street at the existing median cut and a right in- right in from Highway 54. This will match the existing cul du sac on the other side of the highway. The residential neighborhood will access from Sumner Road on the west.

The existing paths connect from the end of Hidden Springs to Sumner Road, and along Highway 54 to its intersection with Sumner Road. There is an existing plan to extend the Highway 54 path to serve the newly annexed property just south of this 28.3 acres. These paths can be extended to connect the uses on the proposed property to the rest of Peachtree City. There is also open space along the southern border of the property to allow for the potential of a future path and pedestrian bridge over Highway 54.

THE PROPERTY WILL COMPLEMENT THE LAND USE PLAN

With annexation the City will have influence on how the property at its eastern entry is developed. The highway frontage is limited to two commercial sites totaling about 4.2 acres with small scale retail buildings. This scale will relate to the existing buildings along the highway rather than the potential of a large box type or strip of commercial. The setbacks along the highway, landscaping, signage and design will indicate the eastern entry to the City. The existing topography of the site will be respected with drainage in the open spaces leading to on- site neighborhood storm water control. The open space will also provide a buffer separation between the residential and office sites. The office sites provide a transition buffer from the commercial frontage on the highway to the residential neighborhood.

The single family residential lots are along both the north and west sides of the property providing a transition to the existing residential across the streets in both directions. The residential neighborhood is intended to capture requests for a high quality home with common amenities and home features, yet on smaller more manageable lots. The sense of place and identity is very important. This is the only site in the area of Smokerise that this can be built.

A mix of land uses within walking distance to reduce the dependence on the auto is a good direction the City has been taking in other areas, and will continue on a small scale here. There is a proposed small park in the center of the property which will be used by both the residential and the office commercial users.

CONSISTENT WITH CITY ANNEXATION POLICY

In 2014 the City Council identified 4 areas they were interested and felt had potential for annexation into the City. This 28.3 acres is a part on the identified area on the east side of the City, and can be the beginnings of that larger area. The property is contiguous to existing City limits with 1,163.4' of frontage along Sumner Road thus allowing for annexation.

CITY GOALS FOR ANNEXATION

	CITY GOAL	PROPOSED PLAN
Goal	Mixed Use with residential, comm. & office	Mixed Use with residential, comm. & office
Open Space	25%	33%
Residential	70%	35%
Comm. & Office	30%	28%

PROPOSED REQUIRMENTS

Residential		Comm. & Office	
Min. lot width	65'		
Min. lot size	9,000 sf		
<u>Min. Setback</u>		<u>Min. Setbacks</u>	
Front	20'	Front	30' Bldg./15' Pkg.
Side	10'	Side	10' Bldg.
Rear	30'	Rear	30' Bldg.

HOW THE ANNEXATION WILL AFFECT THE CITY

Tax base:

Current County property tax is \$4,289

Fair Market value when completed

Single family homes	27 x \$450,000	\$12,150,000
Retail	30,000 sq ft. x \$146	\$4,380,000
Office	30,000 sq ft. x \$160	\$4,800,000
Total Fair Market Value		\$21,330,000 x 40% assessed = \$8,532,000

Peachtree City: \$8,532,000 x 6.408 mills		\$54,673
Fayette County Schools:	21.450 mills	\$183,011
Fayette County:	5.812 mills	\$49,588
Total:		\$287,272 (compared to existing \$4,289)

Peachtree City Impact fees:

Residential	27 lots x \$4,233.78 =	\$114,312
Commercial	30,000 sf. x .59 =	\$17,000 +/-
Office	30,000 sf x .98 =	\$30,000 +/-
Total PTC impact fees		\$161,312 +/-

“Comparison” to R-43, 1 acre lots:

18 one acre lots x \$730,000 = \$13,140,000 x 40% assessed = \$5,256,000

PTC comparison tax: \$5,256,000 x 6.408 mills = **\$33,680**

PTC Impact fees: 18 lots x \$4,233.78 = **\$76,208**

Public Education:

27 Homes will provide about 14 high school/middle school students and 14 elementary school students for a total of 28 students. The taxes collected by the school system reflect an estimated \$6,536 per student.

Police and Fire Protection:

The proposed annexation will require basic police protection for residential, office and retail. Response time should be about the same as that to surrounding areas already in the City. The site is about 1.7 miles east of Neely Fire/EMS Station 82, about 3.5 miles from Leach Station 81 on Highway 74, and about 4 miles from Weber Station 83 on South Peachtree Parkway. Response times should be similar to other properties in the area.

Emergency Medical Services:

The property is 1.7 miles east from Neely EMS station 82, and 3.5 miles west from Piedmont Fayette Hospital for the event more medical services are required.

Transportation Facilities:

The current traffic count on Highway 54 is about 36,000 vehicles. The retail and office portion of the site will have direct access to the existing median cut on the highway which already serves the small office area directly across the highway. Right turn lanes and acceleration lanes will be provided as required by Georgia DOT.

The 27 residential homes will have a single access from Sumner Road on the west side of the property. 27 homes will produce about 140 week day trips with 11 trips at AM peak and 14 trips at the PM peak hour.

The Concept Plan illustrates internal cart paths connecting the proposed uses, along with the ability to link to the existing business along Highway 54 and connect to other existing paths along Sumner Road. The cart paths are currently planned to be extended by others north along Sumner Road to the Foot Pain building. There is also an open space parcel along the south boarder of the property to allow for the potential of a future path and pedestrian bridge to cross Highway 54.

With the retail and office elements having access from Highway 54 Sumner Road remains a residential street as will the extension to the northeast residential area of Peachtree City.

Utilities:

All utilities are in areas surrounding the site and are available. Sewer service has been extended to the new Foot Pain building and Heritage Senior Living both just to the south of this site including a pump already sized to include this 28.3 acre property.

Environmental Protection

The Concept Plan respects the existing topography with the streets on ridge lines and natural drainage in greenbelts along the low areas. There are two low areas at the western edge of the site where storm water quality and detention will be constructed to protect the downstream areas. These detention areas will be landscaped as City requirements to stabilize the ground and will provide "master detention" so that some individual buildings will not require their own detention areas.

Recreation Program:

The commercial and office areas will have no impact on the recreation programs other than provide an increase in the tax base which can provide additional financial support for recreation programs.

The 27 residential homes will have a minor impact on City programs. The Concept Plan illustrates a small park which could contain play area for children as well as a community space for adults to gather for neighborhood events. The park area is also intended to serve the office and commercial business.

Implementation of Development plan:

The plan will most likely be developed in phases with the frontage commercial and office built first and the residential later. The residential may also be developed in two phases. The water quality features and most of the paths will be built along with the first phases. Annexation gives the City input to the appearance of the buildings.

NATURAL RESOURCES

The east side of the property including Highway 54 are the high topography and the surface drainage flows to the west towards Sumner Road by two small drainage areas. These drainage areas are proposed to be preserved in open space. Before this drainage leaves the property on the west there will be detention and water quality elements. We anticipate these parks and buffers being donated to the City as greenbelt.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jonathan N. Rorie, City Manager 

FROM: Michael Warrix, AICP
Planning and Development Director

DATE: September 27, 2018

SUBJECT: Consider Approval of Agreement with Southern Conservation Trust (SCT) –
Somerby Woods
October 4, 2018 City Council Meeting

Recommendation:

Staff recommends that Council approve the attached Park Management Agreement with Southern Conservation Trust (SCT) regarding the development, operations, and management of "Somerby Woods", a proposed passive walking trail project to be located on city-owned greenbelt property adjacent to Somerby on Highway 74 south.

Discussion:

On October 18, 2007, City Council approved the rezoning of a tract of land located at 200 Rockaway Road for the development of a senior assisted living facility (Somerby). Council's approval contained several conditions. One of the conditions of zoning approval stipulated in the LUC-20 zoning ordinance required the developer to provide monetary and land donations to the city and identify these donations as part of an executed Development Agreement between the developer and the city. The Development Agreement between Dominion Senior Living, LLC and the city was signed on December 6, 2007.

Paragraph number 7 of the Development Agreement required the developer to "Donate no less than 50 acres of land as restricted greenbelt to be held by the city as natural greenbelt with walking, jogging, multi-use paths, and related pavilions." The developer has complied with this requirement. Paragraph number 8 required the developer to "Donate \$25,000.00 to the city for improvements (paths, pavilions, etc.) to the dedicated greenbelt referenced in Paragraph 7." The developer has also complied with this requirement.

Earlier this year, city staff was approached by Somerby residents and representatives of the Southern Conservation Trust (SCT) regarding the possibility of the city conveying the monetary donation made as part of the Development Agreement to SCT. The \$25,000.00 in donated funds, if conveyed to SCT by the city, would be used by SCT for the purposes of implementing a two-phase amenity improvement plan on the 40-acre tract donated to the city pursuant to the Development Agreement. A proposed Improvement Plan is included as Exhibit "B" of the attached draft agreement. The focus of the plan is the development of an ADA-compliant

passive trail system and associated observation deck at Line Creek. These improvements are described further in the draft Park Management Agreement, a copy of which is attached for consideration and action.

Budget Impact:

There are no budget impacts associated with this request.

"SOMERBY WOODS PROPERTY" PARK MANAGEMENT AGREEMENT

THIS PARK MANAGEMENT AGREEMENT ("Agreement") is made as of this _____ day of October, 2018, between SOUTHERN CONSERVATION TRUST Inc. 201 McIntosh Trail, Peachtree City, Georgia, (hereinafter referred to as "the Trust"), and PEACHTREE CITY, GEORGIA, having as its principal address 151 Willowbend Road, Peachtree City, Georgia 30269, (hereinafter referred to as "the City").

RECITALS:

A. The Trust, based in Fayette County, is a qualified conservation organization as defined in § 170 (h) of the Internal Revenue Code, 26 U.S.C 170(h)(3) and the Georgia Uniform Conservation Easement Act, O.C.G.A. §44- 10-2(2)(B). The Trust is a not-for-profit corporation under the Georgia Nonprofit Corporation Code, O.C.G.A. §14-3-101 et seq., which is exempt from Federal income tax under § 501(c)(3) of the Internal Revenue Code, and which, among other things, works to preserve natural lands and open space throughout Georgia and Tennessee for the benefit of the general public; and the City owns approximately 40.77 (+/-) acres of real property thereon located in the City of Peachtree City, Fayette County, Georgia, which property is more particularly described on Exhibit "A" attached hereto (the "Premises") and property parcel 0610 009.

B. The Trust and the City desire to improve the Premises so that it can be used for passive public recreational purposes, including but not limited to promotion for protecting natural resources, scenic views, and nature trails, thereby benefiting the residents of the City and the public at large.

C. The Trust and the City desire to provide in this Agreement for the important and ongoing management, administration, maintenance and operation by the Trust of the Premises as a public park.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Trust and the City mutually agree as follows:

Section 1. Premises. The Trust hereby agrees to manage and operate the Premises that are more fully described on the survey map and metes and bounds description that is attached hereto as Exhibit A, subject to the conditions herein expressed and subject to the rights reserved by the City for itself and its agents, contractors, employees, invitees, to, among other things, use, enter upon, maintain, examine, improve, inspect and survey the Premises. The City shall remain the owner of the Premises and all improvements located thereon, including any improvements to said Premises made by the Trust during the term of this Agreement.

Section 2. Term/Consideration. This Agreement shall be for a period of 5 years, commencing on the date of issuance of this agreement. The term shall be automatically extended for successive periods of five (5) years each, unless either party elects to terminate under Section 3 herein. It is understood between the Trust and the City that the Trust is providing a service to the citizens of Peachtree City for which the City is not equipped to do.

The consideration for this Agreement is the furnishing of said services to the citizens of Peachtree City in lieu of any payments being made by the Trust to the City.

Section 3. Termination. This Agreement may be terminated by either party, for any reason, if at least six (6) months prior notice is given. Such termination by either party shall not be deemed to preclude the continued use and operation of the Premises as a public park after termination.

Section 4. Management and Operation of the Premises. The Trust agrees to manage and operate the Premises as a nature preserve/passive recreation public park during the term described in accordance with the provisions of this Agreement, at its sole cost and expense. The TRUST's duties with respect to the Premises shall be as follows:

(A) To provide year-round management of the Premises as a public park facility in accordance with normal, customary and responsible park management practices currently in use, subject to the other provisions of the Agreement. The TRUST may, upon prior notice to the CITY, close the Premises temporarily during periods of inclement weather when the TRUST reasonably determines that snow, ice, lightning, or other potentially dangerous conditions may pose an unreasonable risk of harm or injury to park users; provided, however, that the City reserves the right to close the Premises in accordance with the City's normal governmental operations.

(B) To use such TRUST personnel or volunteers, deemed by the TRUST to be reasonably necessary to carry out the TRUST's responsibilities under this Agreement, at no cost or expense to the CITY. Such personnel shall, for all purposes, be deemed employees or volunteers of the TRUST and there shall be no employer - employee relationship created between the CITY and such personnel.

(C) To routinely maintain the Premises, including without limitation (i) picking up all litter, (ii) cutting the grass and otherwise maintaining the landscaping, fences, benches and other improvements to the property in an aesthetically pleasing manner, (iii) maintaining all recreational equipment and improvements on the Premises, if any, in good and safe working order, and (iv) providing the necessary maintenance, repairs, and clearing of the parking area, nature trails, structures or bathrooms, or any other aspect of the Premises including but not limited to any plumbing, electric, or mechanical repairs necessary for the continued operation of the Premises.

(D) To maintain all signs on the Premises and to notify the CITY promptly in the event any sign is damaged, destroyed or stolen.

(E) To notify the CITY promptly upon the occurrence of any (i) material damage or destruction occurring at the Premises, whether to the Premises itself or to improvements thereto, regardless of cause, and (ii) injury to any person or persons occurring on the Premises.

(F) To meet with the CITY representatives at least once yearly, at mutually convenient times, to discuss management activities under this Agreement. Either party shall have the right to require additional meetings from time to time, as such party deems reasonably necessary to carry out the purposes of the Agreement.

(G) To adhere to and enforce practices which encourage the safe use by the public of the Premises and the facilities shown.

- (H) To meet all applicable City ordinances.
- (I) To do all other things and take all other acts reasonably necessary to carry out the purposes of this Agreement.

Section 5. Improvements by the TRUST. Upon receiving the prior approval of the CITY, The TRUST shall fund and install improvements to the Premises as established by this agreement and as attached hereto in Exhibit B, that serves as a management plan, or any other improvements approved by the City. In consideration of the duties performed by the TRUST, the CITY shall pay a one-time payment of \$25,000.00 toward improvements at the Premises on or before August 31, 2019. In addition, The TRUST shall acquire the funding resources for project implementation. Timing of improvements will be based on funding acquisition and planning / permitting approvals. These improvements will further the goal of use of the Premises and include but not be limited to: pedestrian access, trails, picnic tables and benches, interpretive signage, parking and an entrance sign. This agreement to install improvements shall not limit the TRUST's other obligations to manage and operate the Premises, at its own cost and expense, as provided in elsewhere in this Agreement. The CITY shall assist with improvements when deemed appropriate and feasible. The CITY shall have the right to perform any maintenance on said improvements themselves to protect the safety of the public. All improvements made by the Trust shall remain with and upon the Premises at the termination of this Agreement.

Section 6. Posting. The TRUST will place boundary signs on the boundary lines between the Premises and lands not owned or leased by the CITY. The CITY will provide the boundary survey for accurate installation. Such boundary signs will note the permitted uses, and will be placed at suitable intervals on the relevant boundary lines so as to constitute legal posting of Premises within the meaning of applicable State or local requirements. The design and content of the boundary signs will be applicable to CITY sign ordinances.

Section 7. Expenses. User Fees. No Management Fee.

(A) Expenses. All costs and expenses of whatever kind incurred by the TRUST in furtherance of its duties and obligations under this Agreement shall be the sole responsibility of the TRUST. The CITY shall provide support in seeking grant opportunities and in-house services.

(B) User Fees. The TRUST shall not have the right to impose or collect fees as a condition of the use by any person or groups of persons of the Premises, without the prior written consent of CITY.

(C) No Management Fee. The TRUST shall not be entitled to any fee in connection with this Agreement.

Section 8. Condition of Premises. The TRUST acknowledges that it is familiar with and has inspected the Premises and that it has determined that it is suitable for the uses contemplated by this Agreement.

Section 9. Insurance. The TRUST shall maintain in effect, at all times during the term of this Agreement, at its sole cost and expense, a policy of public liability insurance: (i) having a face

amount of not less than \$2,000,000, (ii) naming the CITY as an additional insured and providing proof of contractual liability coverage, (iii) providing that such policy cannot be modified or canceled without at least thirty (30) days prior written notice to the CITY, and (iv) issued by an insurance company reasonably acceptable to the CITY. The original insurance policy (ies) shall be delivered to the CITY by the TRUST upon execution of this Agreement and certificates indicating annual renewal shall be delivered to the CITY by the TRUST, no less than thirty days prior to any policy's expiration.

Section 10. Default and Enforcement. In the event the TRUST should fail to perform its duties or obligations under this Agreement in any material respect, and, if after sixty (60) days prior written notice of such failure from the CITY, the TRUST shall not have remedied such failure, then the TRUST shall be in default hereunder, and the CITY shall have the right to pursue any remedy available at law or in equity, including but not limited to the right to terminate, specific performance, and closing the Premises to the public; provided, however, that the CITY shall not be required to give the aforementioned sixty (60) days prior written notice if: (A) such failure gives rise to an emergency situation which could reasonably be expected to result in damage to property or injury to person(s), in which event the CITY may, but in no event be obligated to, in addition to its other remedies, take immediate action to remedy such emergency situation; or (B) the TRUST should fail to maintain insurance as required by Section 9 above, in which event the CITY may, but shall in no event be obligated to, in addition to its other remedies, obtain such insurance.

Section 11. Compliance with Applicable Laws.

(A) In General. The TRUST agrees that it will comply with all applicable laws and regulations, and that if the Premises or any part thereof, or the management thereof, is found to be unsatisfactory, to remedy the same as soon as possible.

(B) GEPA. The TRUST shall comply with all requirements of The Georgia Environmental Policy Act of 1991 (GEPA), O.C.G.A. 12-16-1 et seq., may be applicable to the TRUST's management of the Premises. The CITY shall serve as lead agency for the purpose of compliance with GEPA and shall, in accordance with § 12-16-4, after a responsible official determines that a proposed government action may significantly adversely affect the quality of the environment, prepare an environmental effects report.

(C) Prohibition against Waste. The TRUST agrees that it will not take any action that will result in, or fail to take any action that will allow, the substantial impairment or diminution in the value of the Premises.

(D) Assignment. This Agreement may not be assigned by the TRUST to any person, entity or public body without the prior written consent of the CITY, which consent the CITY shall have no obligation to grant. The CITY agrees to give the TRUST thirty (30) days prior written notice before any assignment by the CITY of its rights or obligations hereunder.

Section 12. No Interest in Premises. Nothing contained in this Agreement shall give rise to the creation of any right, title, or interest in or to the Premises to the benefit of the TRUST.

Section 13. Indemnification. The TRUST hereby agrees to indemnify and hold the CITY harmless from and against any and all claims, costs, expenses, fines, penalties, assessments,

citations, and the like, of any kind whatsoever, public or private, arising from or out of the management , and operation of the Premises under this Agreement, except as may be caused by the CITY's gross negligence. To the extent permitted by Georgia law, the CITY hereby agrees to hold the TRUST harmless from and against any and all claims, costs, expenses, fines, penalties, assessments, citations, and the like, of any kind whatsoever, public or private, arising from or out of the CITY's gross negligence.

Section 14. Additional Provisions.

(A) No Agency. This Agreement does not in any way constitute the TRUST as the agent, employee or legal representative of the CITY for any purpose whatsoever, and shall not be construed as creating a partnership or agency relationship between the TRUST and the CITY.

(B) Notices. Any notice or other communication required to be made under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, by certified or registered mail (return receipt requested) addressed to either party as follows:

If to the City:
City of Peachtree City
151 Willowbend Road
Peachtree City, GA 30269
Attn: City Manager

If to the Trust:
Southern Conservation Trust,
Inc. 201 McIntosh Trail
Peachtree City, GA 30269
Attn: Executive Director

List of Attached Exhibits

Exhibit A:
A legal description of the Property

Exhibit B:
Management Plan

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor and Grantee have executed this document the day and year written below.

Entered into this _____ day of October 2018.

PEACHTREE CITY, GEORGIA

By: _____
Jonathan N. Rorie, its Manager

Signed, sealed, and delivered in the presence of:

Unofficial Witness _____ **Date:** _____

Notary Public _____ **Date:** _____

STATE OF _____
COUNTY OF _____

My Commission Expires:

(Notary Seal)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Southern Conservation Trust, Inc.
a Georgia non-profit corporation

By: _____ **Date:** _____

Its: Executive Director, Katie Pace

Attest: _____ **Date:** _____

Its: Board Member, Meredith Martin

Signed, sealed and delivered in the presence of:

Unofficial Witness _____ **Date:** _____

Notary Public _____ **Date:** _____

STATE OF _____
COUNTY OF _____

My Commission Expires:

(Notary Seal)

SCHEDULE OF EXHIBITS

EXHIBIT A: DESCRIPTION OF PROPERTY

EXHIBIT B: MANAGEMENT PLAN

SCHEDULE OF EXHIBITS

EXHIBIT A: DESCRIPTION OF PROPERTY

EXHIBIT B: MANAGEMENT PLAN

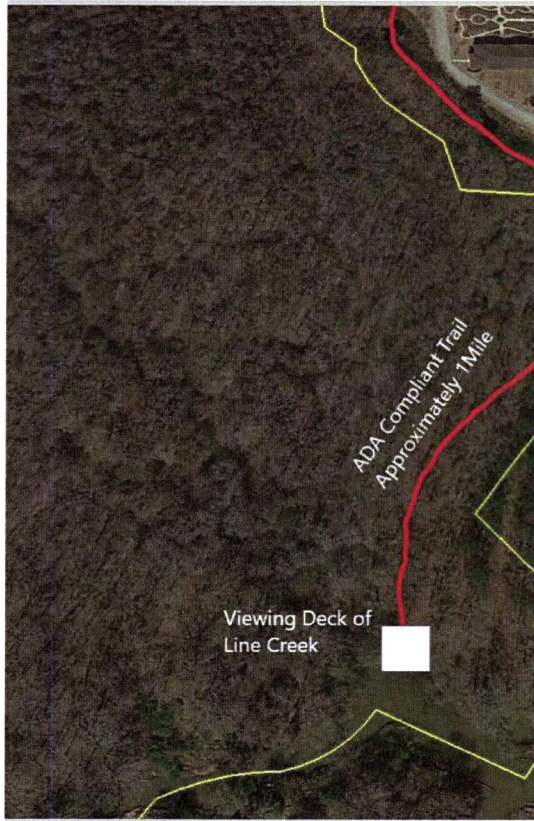
Exhibit A:
Description of the Property
Fayette County, Georgia Parcel 0610 009
40.77 Acres



Exhibit B:
Development Plan

Exhibit B:
Development Plan

Somerby Woods Improvement Plan



Property Location: Rockaway Road

Property Parcel: 0610 009

Acreage: 40.77 Acres

Endowment: \$25,000

TRAIL SYSTEM (PHASE ONE)

Somerby Woods Nature Area will consist of one to two miles of passive trails that will meet the Americans with Disabilities Act (ADA) regulations. The trails will provide a significant benefit to the residents of Somerby as well as the people of Peachtree City. The Trust will work with Fayette County Boy Scouts to accomplish these trail systems. No significant tree removal will be necessary. Each trail will include educational signage on plant life and wildlife.

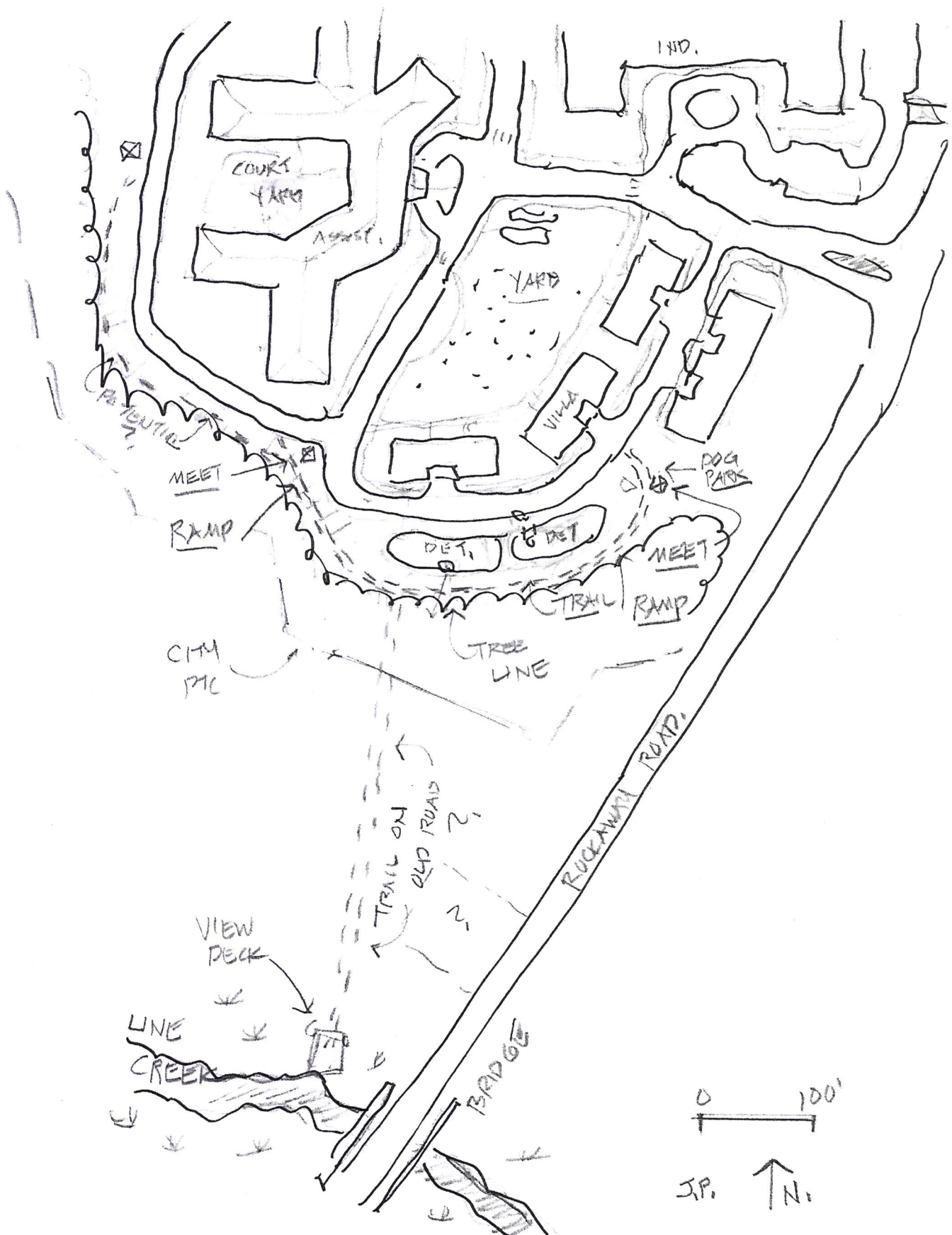
Trail one will begin at Somerby and lead visitors down to Line Creek, where there will be an observation deck placed during phase two. Two benches will be placed along this trail.

The Trust will install park signage as well as a kiosk at the trailhead.

OBSERVATION DECK (PHASE TWO)

A small observation deck will be constructed at the end of the trail where it meets Line Creek for enjoyment of the public.

Trail two will be on the Somerby side of the property and run past the retention ponds and exit on the back end of the parking lot. One bench and a butterfly garden with the Fayette County Butterfly Project will be placed along this trail.



CITY OF PEACHTREE CITY
INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: Jonathan N. Rorie, City Manager 

FROM: Betsy Tyler, Public Information Officer/ City Clerk 

DATE: September 17, 2018

SUBJECT: Consider Intergovernmental Agreement for 2018 Special Election
October 6, 2018, City Council Meeting

Recommendation:

That Council approve and authorize the Mayor to sign the attached agreement with Fayette County for conducting Peachtree City's 2018 Special Election for the "Brunch Bill."

Discussion:

In July, Council approved the formal resolution calling for the November 7 Special Election and designating the Fayette County Board of Elections as the Elections Superintendent. Attached is the standard contract finalizing that arrangement. Peachtree City contracts this service because Fayette County owns the voting equipment, and the County elections staff attends annual training and conducts annual elections, which ensures that Peachtree City's municipal elections are held in accordance with State and Federal law. Fayette County will also be holding the November 6 General Election at the same time.

The attached agreement gives the Fayette County Board of Elections the authority to conduct the November 6 Special Election, including transportation and setup of voting equipment, issuing absentee ballots, staffing the polls, and training and paying poll workers. The Fayette County Board of Commissioners and the Fayette County Board of Elections have already approved the agreement.

The City will reimburse the County for all expenses incurred in managing the election

Budget Impact:

The FY 2019 Budget includes funding for the Special Election.

STATE OF GEORGIA

COUNTY OF FAYETTE

INTERGOVERNMENTAL AGREEMENT FOR CONDUCTING MUNICIPAL

SPECIAL ELECTION

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 City in the performance of its governmental functions will hold the special election hereinafter described; and,

WHEREAS, under the provisions of the Georgia Election Code, particularly O.C.G.A. §21-2-45 of the Official Code of Georgia Annotated, the City may, by ordinance, authorize the County to conduct such election and the City has heretofore adopted such an ordinance; and

WHEREAS, the County has staff and equipment to conduct such election; and

WHEREAS, the County desires to assist said City in the conduct of its municipal special election.

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

1.

This Agreement shall govern the conduct of the City of Peachtree City special election to be held on November 6, 2018.

2.

Fayette County through the Fayette County Board of Elections shall operate as superintendent of the aforementioned election and shall perform any and all functions of the City or any of the City's officials in connection with the conduct of such election.

3.

The County shall supply all of the necessary manpower and transportation to pick up, deliver, set up, store and return to the County all of the voting equipment used in the election along with all ancillary equipment and necessary supplies.

4.

All the voting equipment shall be programmed by the County in conjunction with the office of the Secretary of State.

5.

All absentee ballots shall be ordered, issued, mailed, and accounted for by the County.

6.

Staffing of the polling locations and training of the staff shall be provided by the County.

7.

All expenses and charges incurred in the performance of said election (except for the actual cost of the State-owned voting system and State-owned ancillary equipment) shall be the responsibility of the City. Said expenses and charges shall include but not be limited to the following: all costs of training and providing personnel for the election, costs of printing, mailing and processing absentee ballots, the costs of expendable supplies and a pro-rated maintenance cost for the voting equipment. An invoice for the costs and expenses of the election shall be submitted to the City and the City shall remit payment of the invoice to Fayette County within 30 days of receipt of the invoice.

8.

To the extent permitted by law, the City shall indemnify, defend and hold harmless the County from any liability and/or litigation expenses to which the County may be subjected as a consequence of or as a result of the election for the City. The City will furthermore, to the extent permitted by law, reimburse the County for any and all necessary legal representation, by counsel chosen by the County, in any action arising from the conduct of the City election. Said reimbursement shall be paid by the City within thirty days of invoice by the County.

9.

This intergovernmental contract 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.

10.

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.

11.

Should it be necessary to comply with any legal requirements, the necessary members of the County's personnel may be temporarily sworn in as officers and employees of the City.

[SIGNATURES FOLLOW ON NEXT PAGE]



Attest:

Marilyn Edgus

Attest:

FAYETTE COUNTY, GEORGIA

By:

Eric K. Maxwell
Eric K. Maxwell, Chairman
Board of Commissioners

CITY OF PEACHTREE CITY

By:

Vanessa Fleisch
Vanessa Fleisch, Mayor

FAYETTE COUNTY ELECTIONS &
VOTER REGISTRATION

By:

Addison Lester
Addison Lester, Chairman

Attest:

Lloyd L. Jones

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: Jonathan Rorie, City Manager 
Paul Salvatore, Financial Services Director
Joseph O'Connor, Fire Chief
Janet Moon, Police Chief
Angela Egan, Purchasing Agent 

FROM: Scott Hicks, Public Services Superintendent 

DATE: September 11, 2018

SUBJECT: Contract Award for Services to Thompson Consulting Services, LLC
October 4, 2018 City Council Meeting

Recommendation:

Staff recommends that the City Council approve a "pre -event" contract award to Thompson Consulting Services, LLC for disaster debris monitoring. The contract is for one year beginning on October 1, 2018 with a renewable option in accordance with City policy. There is no cost to the City for this service; cost would only be incurred in the event of contract activation following a natural or manmade disaster.

Discussion:

Fayette County published a request for proposals soliciting proposals for disaster debris monitoring, as federally defined, in the case of a natural or manmade disaster. The request for proposal met all FEMA requirements in effect at the time of publication. The request for proposal was sent to known vendors and advertised in the Fayette News and the County's website. Three proposals were evaluated. A proposal evaluation team comprised of county and municipal staff, including Peachtree City, scored the vendor's proposals and recommended Thompson Consulting Services, LLC. The Fayette County Board of Commissioner approved an independent contract with Thompson Consulting Services, LLC on September 13, 2018.

Budget Impact:

There is no cost to the City for this service at this time; cost would only be incurred in the event of contract activation following a natural or manmade disaster.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: Jonathan Rorie, City Manager ✓
Paul Salvatore, Financial Services Director
Joseph O'Connor, Fire Chief
Janet Moon, Police Chief
Angela Egan, Purchasing Agent ✓

FROM: Scott Hicks, Public Services Superintendent ✓

DATE: September 11, 2018

SUBJECT: Contract Award for Services to Ceres Environmental Services, Inc.
October 4, 2018 City Council Meeting

Recommendation:

Staff recommends that the City Council approve a "pre -event" contract award to Ceres Environmental Services, Inc. for disaster debris clearing, removal and disposal. The contract is for one year beginning on October 1, 2018 with a renewable option in accordance with City policy. There is no cost to the City for this service; cost would only be incurred in the event of contract activation following a natural or manmade disaster.

Discussion:

Fayette County published a request for proposals soliciting proposals for disaster debris clearing, removal and disposal, as federally defined, in the case of a natural or manmade disaster. The request for proposal met all FEMA requirements in effect at the time of publication. The request for proposal was direct sent to known vendors and advertised in the Fayette News and the County's website. Six proposals were received. A proposal evaluation team comprised of county and municipal staff, including Peachtree City, scored the vendors' proposals and recommended Ceres Environmental Services, Inc. The Fayette County Board of Commissioner approved an independent contract with Ceres Environmental Services, Inc. on September 13, 2018.

Budget Impact:

There is no cost to the City for this service at this time; cost would only be incurred in the event of contract activation following a natural or manmade disaster.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council 

VIA: City Manager

FROM: Deputy City Clerk 

DATE: September 19, 2018

SUBJECT: Alcohol – New Qualifying Location – The Avenue
October 4, 2018, Consent Agenda

Recommendation:

Staff recommends Council consider the attached application for a new qualifying location permit.

Discussion:

CP Venture Five, APC LLC, the management company for The Avenue Shopping Center, has submitted a request for a qualifying location permit for the area between 200 and 314 City Circle, including the gazebo area and traffic circle. Mr. Andrew Moth has requested he be appointed as the Licensee and as the License Representative.

Budgetary Impact:

The budgetary impact of the qualifying location permit will be positive. The applicant will be required to pay the annual fee of \$150 for the permit. For-profit companies/organizations holding events at the shopping center will be required to obtain a special event permit for alcohol, which is \$50.

Attachments

[illegible]

State of Georgia

City of Peachtree City

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

Andrew Moth
240 White Rd.
Fayetteville, GA 30214

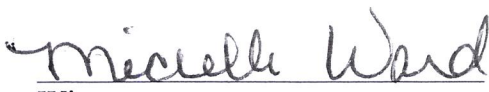
has been investigated and found not to have been convicted of, nor to have entered a plea of nolo contendere, to any felony or misdemeanor relating to the sale or use of alcoholic beverages or illegal narcotics or drugs within five (5) years prior to the date of the application for this license.



Janet L. Moon
Chief of Police

9-18-18

Date



Witness

SUMNER | MEEKER
LLC
ATTORNEYS AT LAW

THEODORE P. MEEKER, III

14 EAST BROAD STREET
NEWNAN, GEORGIA 30263

TELEPHONE 770-251-1750
FACSIMILE 770-251-1770

TO: City Council
City of Peachtree City

FROM: Theodore P. Meeker, III 
City Attorney

DATE: September 27, 2018

RE: Settlement of claims raised by Lorrie Johnson

The City received notice of a potential claim for wrongful and/or false arrest of Lorrie Johnson. That claim has been fully investigated by interviewing the necessary witnesses and reviewing the pertinent documents.

The documents found that there was a material inaccuracy in the warrant application. As such, the recommendation is that the City compromise this claim in the amount of \$22,000.00 in exchange for a full release from the Claimant.

TPM/lpdm

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Jon Rorie, City Manager *grl (RR)*

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

DATE: September 27, 2018

SUBJECT: Budget Amendments – Fiscal Year 2018 and 2019
October 4, 2018 City Council Consent Agenda

Recommendation:

It is Staff's recommendation that City Council approve the attached budget amendments to amend the 2018 and 2019 budget resolutions.

Discussion:

Attached please find budget amendments 18-26 and 19-02 for fiscal years 2018 and 2019 submitted for your approval. Budget amendment 18-26 decreases the Litigation budget and increases Professional Services in the Mayor and Council department in the fiscal year 2018 budget. Budget amendment 19-02 requests the carryover of those 2018 budgeted funds for Professional Services in the Mayor and Council along with a decrease to Legal expenses under the City Clerk's budget and an increase in Professional services for the Mayor and Council, as well as, Economic Development.

Budget Impact:

The proposed budget amendments impact the General Fund budget in Fiscal year 2019 by increasing both revenue and expenditures.

If you have any questions, please do not hesitate to contact either Paul Salvatore or Kelly Bush.

Thank you for your attention to this matter.

Attachments

Kbb/ Council Reports–Budget Amendments for FY2018/FY2019

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 18-26

DATE 09/30/2018

[illegible]

NOW, THEREFORE, BE IT RESOLVED that this Council hereby amends the Fiscal Year 2018 Budget Resolution to account for decreased litigation expense .

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

19-02

10/05/2018

[illegible]

NOW, THEREFORE, BE IT RESOLVED that this Council hereby amends the Fiscal Year 2019 Budget Resolution to increase Professional Services in the Mayor & Council and Economic Development Departments

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jonathan N. Rorie, City Manager 

FROM: Michael Warrix, AICP Planning and Development Director 
Robin Cailloux, AICP Senior Planner

DATE: August 29, 2018

SUBJECT: Text amendment of LUR-15, west side of MacDuff Parkway
October 4, 2018 City Council Meeting

Applicant: Dan Fields, Fieldstone Realty Partners
Property Owner: Pulte Homes Corporation
Land Use - Existing: Undeveloped
Land Use - Proposed: Single Family Cluster
Future Land Use Map: Single Family Medium

Request

Fieldstone Realty Partners, the Applicant, is requesting the text amendment for the LUR-15 to modify the adopted master plan, to allow 42 townhome units in the location identified for commercial use, and to remove the commercial use in the list of permitted uses.

Location and Adopted Master Plan

The subject property is located on the west side of MacDuff Parkway in Phase 8 of the Everton development. The property is currently undeveloped.

The master plan adopted with the LUR-15 rezoning identifies 6 acres for commercial use in this general location. Section 1013A.15(d)3 of the LUR-15 zoning code states that commercial uses are permitted: "General retail uses associated with neighborhood retail center, located on two tracts of land not to exceed three acres each." The zoning text also states that, "any substantive change to this plan or any of the conditions and requirements of this section shall require a new rezoning action."

Proposed Master Plan

The proposed Master Plan shows 42 attached residential townhome units. The Applicant states that homes will be similar to those in Legacy Square, the townhome portion of the Centennial development just to the south of Everton on MacDuff Parkway.

Access to the townhomes community will be via the existing 4-way intersection with MacDuff Parkway. One pod of townhomes will face the main entrance boulevard

Everton Townhome Rezoning Request

Page 2

leading to the Community Clubhouse; and two other pods of townhomes will each face a small central linear park and have access to private alleys.

Evaluation Criteria:

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

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

The proposal conforms with the future land use plan, which is Single Family Medium. The Comprehensive Plan states that the Single Family Medium should have overall density of one to four units per acre. If approved, the overall density would be 517 units over 359 acres, or about 1.4 units per acre.

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

The proposed residential use is compatible with the surrounding residential development.

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

The proposed residential use will not adversely affect the adjacent land uses.

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

The Applicant has stated that the commercial use does not have a reasonable economic use at this location.

(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;*

The daily trip generation for townhomes (5.8/day/unit) is less than that of a specialty retail store (44/day/1,000 square feet). 42 townhome units will on average generate 244 vehicle trips per day whereas a 20,000 square feet of neighborhood retail (not including a gas station) would generate closer to 880 trips per day. The consumption of existing transportation facilities and utilities will be less with the proposed land use change.

Using national figures, the impact on the schools would be about an additional 0.5 elementary students, 0.3 middle school students, and 0.2 high school students per unit. The proposal would generate an estimated 21 elementary students, 13 middle school

Everton Townhome Rezoning Request

Page 3

students and 9 high school students. The estimated school tax revenue for all units is about \$96,000 per year to the school system.

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

The City is unaware of existing or changing conditions affecting the original intended use of commercial. The Applicant has stated that they believe the addition of commercial square footage on Highway 54 on the south end of MacDuff Parkway as reduced the viability of small-scale retail at this location. They state that if the approved commercial was constructed at this location and remained vacant, it would negatively impact surrounding property values.

Planning Commission Action

The Peachtree City Planning Commission conducted a Public Hearing on this request at their August 27, 2018 regular meeting. At that meeting, Commissioners voted 4-1 to recommend approval of the request to Council. A copy of the minutes from the meeting are attached.

Recommendation

Should Council approve the request, staff recommends the following conditions:

- The property shall develop in conformance with the proposed master plan. Any substantive change to this plan or any of the conditions of the rezoning shall require a new rezoning action.
- The maximum number of dwelling units shall be 42.
- The minimum floor area per dwelling unit shall be 1,500 square feet.
- All building elevations shall be faced with brick, stone, or cementitious siding.
- Each side elevation of a unit visible from a public street or greenspace shall include similar architectural detailing as the front elevation.
- Each dwelling unit shall provide at least two paved parking spaces so that at least one of these shall be within a fully enclosed garage, and no part of the garage shall be within 20 feet of the back of curb of the street or alley.
- Minimum front and side building setback is zero (0) feet.
- Maintain a minimum 20-foot clearance zone between the rears of units.
- Sidewalks are required on both sides of all public streets.
- Alleys shall be a minimum of 20 feet in width and shall be paved with a suitable surface to support fire and emergency apparatus.
- Each lot shall have the number of trees as required by the Land Development Ordinance. In the case where no yard is incorporated in each lot, the required trees shall be planted on an adjacent open space.
- Maintenance of all internal parks, landscaped areas, sidewalks, alleys, and subdivision entrance signage shall be the sole responsibility of the homeowner's association. A note to this end shall be required on the final plat.
- Subject to the execution of a new development agreement between the city and the applicant so as to provide notice and guarantees between the parties.



REZONING APPLICATION

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

LOCATION	Address <u>Meduff Parkway</u>		ZONING & LAND USE	Zoning <u>LUR-15</u> <u>LUR-15</u>	
	Parcel #(s): <u>LUR-15 (Phase 8)</u>			Existing Land Use Map <u>LUR-15</u> <u>LUR-15</u> Proposed	
Property Size: <u>380 Acres</u>					
APPLICANT	Name <u>Dan Fields</u>		OWNER	Name <u>Pulte Homes Corporation</u>	
	Address <u>2675 Paces Ferry Rd. SE</u>			Address <u>2475 Northwinds Pkwy #600</u>	
City, State, Zip <u>Atlanta, GA 30339</u>		City, State, Zip <u>Alpharetta GA 30009</u>		Phone # <u>(770) 416-8668</u>	
Phone # <u>(404) 391-6803</u>		Email <u>danfields@fieldstonerp.com</u>		Email <u>jasongarrett@Pulte.com</u>	
OPEN SPACE & PUBLIC	Open Space <u>151</u> Acres <u>40</u> %		MULTI-USE PATH	Distance to nearest multi-use path: <u>(see LUR-15)</u> ft.	
	Land Dedicated for Public Use <u>41.50</u> (school, emergency response, public park, greenbelt, etc.)			Linear feet of multi-use path to be provided: <u>(see LUR-15)</u> ft.	
TRANSPORTATION	Name of access or adjacent street		# of access points		
	<u>Meduff Parkway</u>				
	Estimated trip generation (Bases on ITE ratios)		ADT		
	Vehicle Type:				
	Vehicle Type:				
FIRE SUPPRESSION	Automatic Fire Sprinklers: ☐ Yes ☐ No, why? _____		Briefly describe daily operations: (Number of employees, etc. A separate detailed explanation may be included in the Written Narrative) _____ _____ _____		
	Automatic Fire Alarm: ☐ Yes ☐ No, why? _____				
	Hazardous Material On Site? (If yes, describe type and method of storage to the right:)		☐ Yes ☒ No		Material(s): _____ Storage: _____

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

Applicant Signature: Dan Fields, Applicant Date: 8-8-18

Property Owner Signature: _____ Date: _____



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

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS & GIFTS

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

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

Pulte Homes Corporation, Inc.

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

YES

NO

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

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

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

Pulte Homes Corporation
Signature of Applicant

Dan Fields
Signature of Applicant's Representative

[Signature]
Signature of Notary Public

Dan Fields, Applicant
Type/Print Name and Title

Type/Print Name and Title

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

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

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

REZONING INFORMATION

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CONTACT INFORMATION

SECTION II

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- LOCATION OF PROPERTY
- BRIEF DESCRIPTION OF PROPOSED PROJECT
- HOUSING
- ECONOMIC DEVELOPMENT
- LAND USE
- COMMUNITY AESTHETICS

SECTION III

REZONING REQUEST FORM

- REQUEST FOR REZONING FORM
- ZONING APPLICATION AND FEE
- CITY ORDINANCES
- LUR-15 SITE PLAN
- PROPOSED SITE PLAN
- CENTENNIAL SITE PLAN
- STATEMENT OF INTENT
- SUPPLEMENTAL INFORMATION
- IMPACT ANALYSIS
- PUBLIC EDUCATION
- EMERGENCY SERVICES
- RECREATION
- CITY DEVELOPMENT PLAN
- EXISTING ZONING CLASSIFICATIONS
- PUBLIC SERVICES AVAILABLE TO PROPERTY
- ACCESS TO PROPERTY
- LUR-15 SURVEY
- LUR-15 ZONING

SECTION I:

CONTACT INFORMATION

Applicant: Pulte Homes Corporation, Inc.

Address: 2675 Paces Ferry Road
Atlanta, GA 30339

Contact Person: Dan Fields

Telephone Number: (404) 391-6803

Submitted By: Dan Fields

SECTION II

PROJECT INFORMATION

The Everton Community is located within the Limited Use Residential District No. 15 located on McDuff Parkway, just north of Centennial. The 380-acre master plan community is intended to have a variety of 475 residential single-family detached lots with a gross density of 1.25 DU/AC. In addition, there are two 3-acre general retail tracts.

LOCATION OF PROPERTY

The project is located within the Applicant's Everton neighborhood on McDuff Parkway. The specific area to be considered in the proposed zoning amendments are identified as "Commercial" in Limited Use Residential District No. 15 (attached).

BRIEF DESCRIPTION OF PROPOSED PROJECT

The Applicant desires to work with the City Council, Planning Commission, Planning Staff and other professionals to modify the existing LUR-15 conditions and permitted uses as follows:

Delete: "Permitted Uses. 3. General retail uses associated with a neighborhood retail center, located on two tracts of land not to exceed three acres each."

Substitute "Permitted Uses. 3. 42 attached residential townhomes consistent with the approved concept plan."

HOUSING

Consistent with the overall goals of the city, the Applicant intends to provide a broader range of housing opportunities. The plan allows for a more diverse range of housing types consistent with the current Everton architecture. Demand continues for Peachtree townhomes for those preferring low to no-maintenance living.

ECONOMIC DEVELOPMENT

It is anticipated that the additional townhomes will increase property tax values in excess of \$6.7 million. This will provide the city over \$24,486 ($275000 \times 40\% \times .0053$) annually in property tax revenue. It is anticipated that additional city services will be minimal.

LAND USE

The 6-acre area being considered is currently zoned commercial. Since the original zoning in 2007, over 100,000 commercial square feet have been added to Wilksmoor Village, significantly reducing the need for commercial within Everton. As proposed, the overall density in LUR-15 will increase from 1.25 to 1/35 units per acre.

COMMUNITY AESTHETIC

Rather than the potential of prolonged vacant commercial space, the addition of townhomes with an architectural design that is consistent with Everton will provide the city with a much higher level of consistency and design quality.

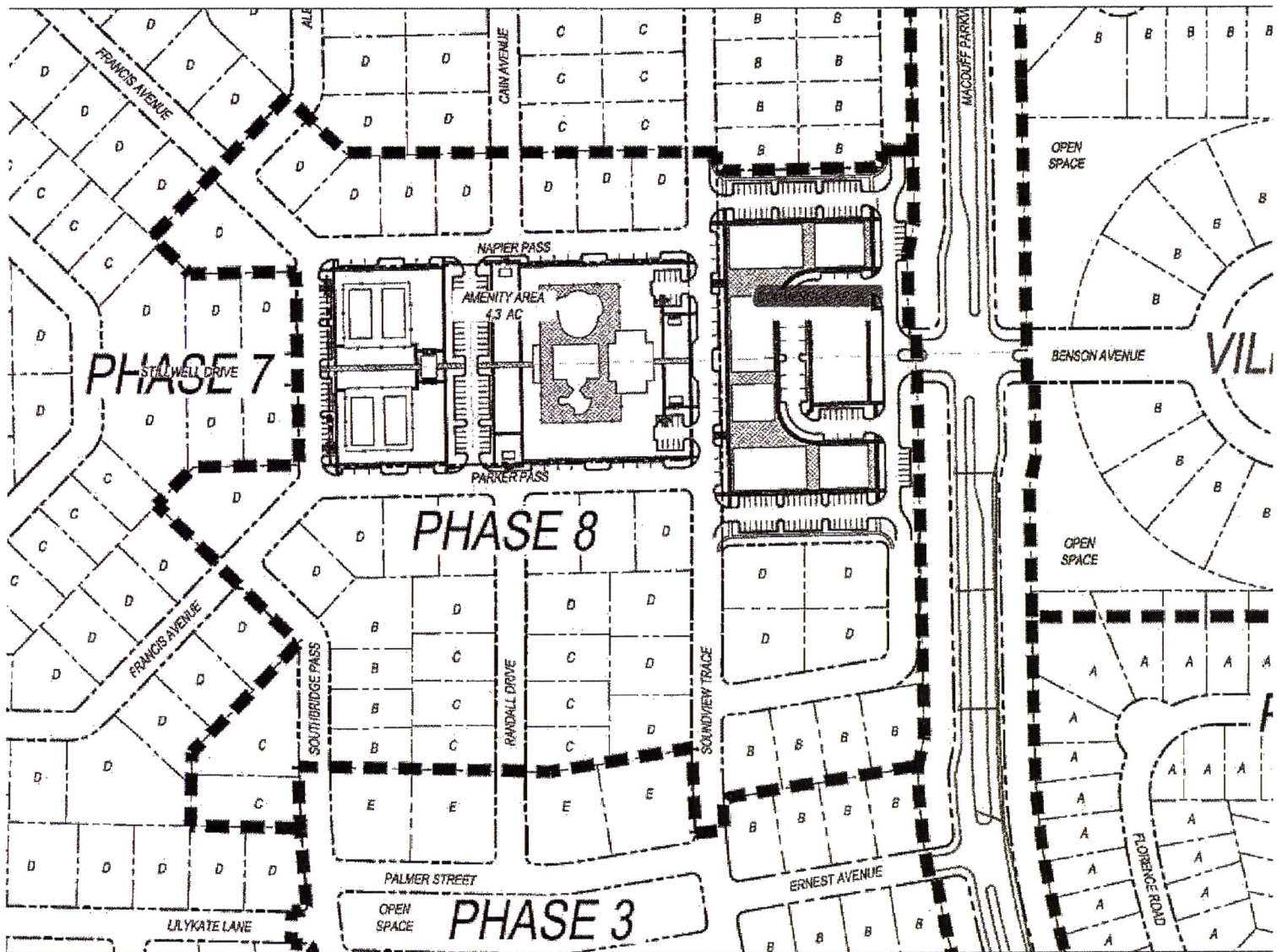
STATEMENT OF INTENT

APPLICATION TO AMEND PEACHTREE CITY ZONING ORDINANCE FILED BY PULTE HOMES CORPORATION, INC. PERTAINING TO PROPERTY LOCATED IN LAND LOT 165 OF THE 7TH DISTRICT OF FAYETTE COUNTY, GEORGIA

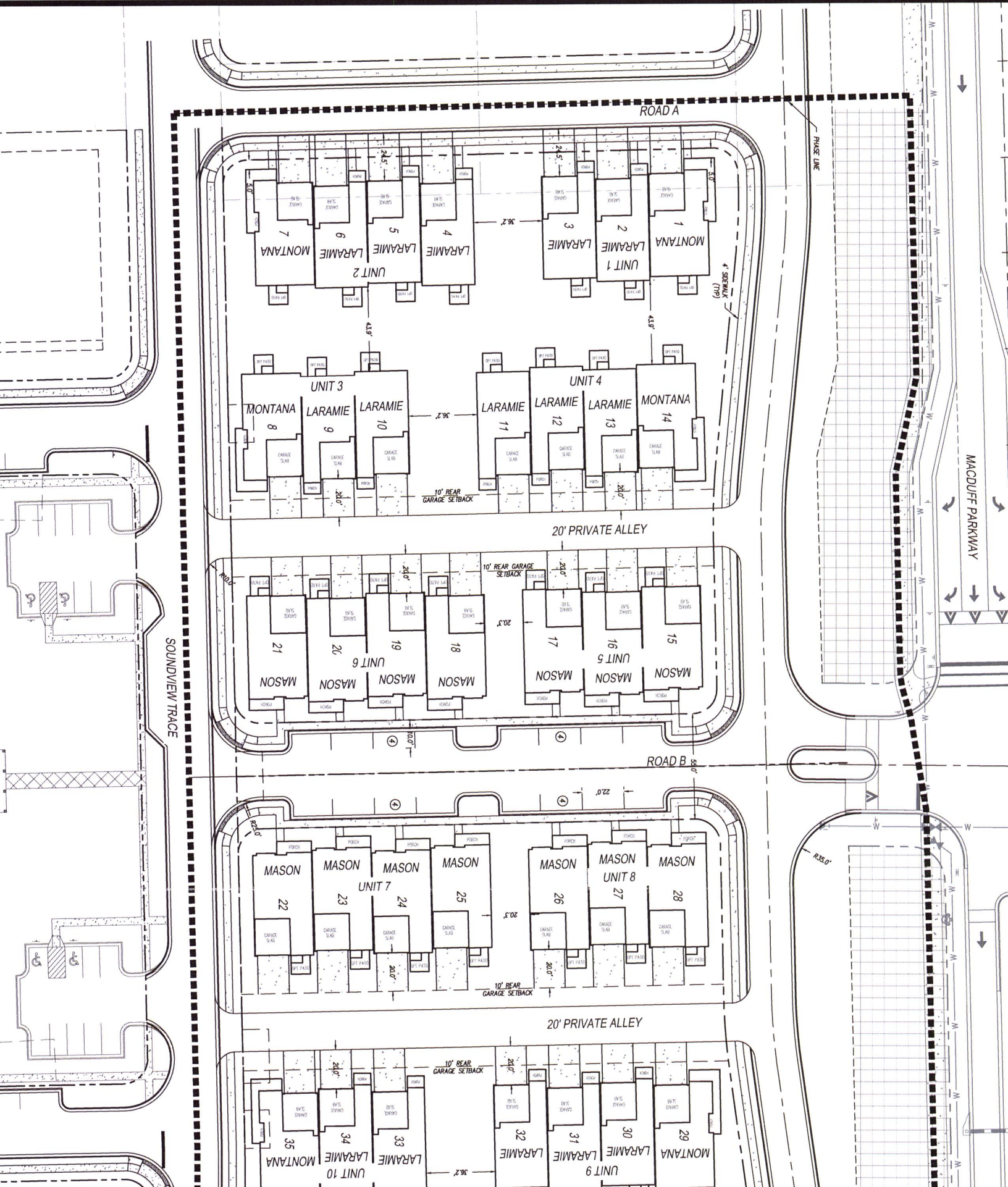
The Petitioner, Pulte Homes Corporation, Inc., is requesting to amend the Limited Use Residential ("LUR") District No. 15 zoning conditions, specifically related to a 6+/- acre tract of land (the "Property"), from a neighborhood retail center to 42 townhomes. The proposed rezoning will permit a suitable use in view of the fact that the property located in Peachtree City located south and west of the Property is currently residential and Centennial, the residential subdivision adjacent to the southern boundary of Everton also includes 2 townhome sections.

It is the intention of Pulte Homes Corporation, Inc. to develop single-family (attached) residential neighborhood that would permit a use consistent with other quality residential developments in the area, and that no other existing or changing conditions affecting the development of the property should cause this proposal to be disapproved. As an additional condition of the rezoning request, the Petitioner is agreeable to deeding the former 17-acre proposed Centennial elementary school site to the City.

With significant new retail construction in Wilksmoor Village over the past few years and multi-family and higher-density residential uses along McDuff Parkway to the south, there is no reasonable economic use of the property as presently zoned. Therefore, Pulte Homes Corporation, Inc. respectfully submits that the zoning classification for the Property be reclassified to allow for 42 additional attached residential townhomes.



LUR-15 SITE PLAN



SUPPLEMENTAL INFORMATION

IMPACT ANALYSIS

LAND LOTS: 165
DISTRICT: 7
ROADNAME: Georgia Highway 74/McDuff Parkway
ZONING REQUEST: +/- 6 acres from LUR-15 (replace commercial with 42 townhomes)
PETITIONER: Pulte Homes Corporation, Inc.
CONTACT PERSON: Dan Fields
DAYTIME PHONE#: (404) 391-6803

PUBLIC EDUCATION

The particular attached housing type being proposed will add fewer than one student per home based on the Applicant's experience in similar neighborhoods.

EMERGENCY SERVICES

The Property currently lies in Zone # 1 for police services, with the nearest station located approximately 2 miles to the southeast at 153 Willow Bend Road.

Currently, the nearest fire station and emergency medical services unit is Station# I, located at Paschall Road & Highway 74, approximately 2 1/2 miles southeast of the Property. Additionally, two other stations, one at Peachtree Parkway North and Highway 54 and another at Crabapple Lane, may serve the Property as secondary units. The Applicant previously donated a site on MacDuff Parkway that would serve this development when completed.

RECREATION

With the development of this parcel, the Applicant will dedicate 17 acres located in the northwest section of Centennial to the City.

CITY DEVELOPMENT PLAN

The proposed zoning complements the neighboring uses and encourages use of Property consistent with other residential developments in Wilksmoor Village. With no commercial demand, to develop the property as currently zoned may diminish residential values in the immediate area and would negatively impact the success of existing commercial uses.

The proposed zoning will help to protect the integrity of this existing and the developing residential areas along McDuff Parkway, assuring that incompatible uses cannot encroach upon the community's developing residential character.

EXISTING ZONING CLASSIFICATIONS

The Property is within Peachtree City and is currently zoned for general retail uses.

PUBLIC SERVICES AVAILABLE TO PROPERTY

All utilities, including power, water, gas, electricity and sewer are available to the property.

ACCESS TO PROPERTY

Access to the property will be through the MacDuff Parkway. Cart paths would be provided within the greenbelts and would connect with existing cart path plan located throughout Everton.

CONSTITUTIONAL CHALLENGE

APPLICATION TO AMEND PEACHTREE CITY ZONING ORDINANCE FILED BY PULTE HOMES CORPORATION PERTAINING TO PROPERTY IN LAND LOTS 165 OF THE 7TH DISTRICT OF FAYETTE COUNTY, GEORGIA.

This is to comply with the mandate of the Georgia Supreme Court decisions, which require rezoning applicants to present constitutional issues to the zoning authority as a condition precedent to seeking judicial relief.

Pulte Homes Corporation, Inc. ("Pulte") is the rezoning petitioner with respect to LUR-15 at issue in this rezoning application (the "Property"). Pulte respectfully submits that the Zoning Ordinance of Peachtree City, as amended from time to time ("Zoning Ordinance"), is unconstitutional to the extent that it classifies any of the Property as general retail. The Property is particularly suitable for residential development in the Limited Use Residential ("LUR") category as townhomes. The existing zoning classifications of the Property pursuant to the Zoning Ordinance and the pattern of development of the adjacent area deprive the current owner of any reasonable use and development of the Property. Additionally, all zoning classifications intervening between the existing zoning classifications and the LUR zoning classification, the zoning classification requested hereunder, would deprive Pulte of any reasonable use and development of the Property.

Accordingly, Pulte respectfully submits that the current zoning classifications of the Property established in the Zoning Ordinance constitute an arbitrary and unreasonable use of the zoning power because they bear no substantial relationship to the public health, safety, morality or general welfare of the public and substantially harm Pulte. All zoning classifications intervening between the existing zoning classifications and the zoning requested hereunder would constitute an arbitrary and unreasonable use of the zoning power because they bear or would bear no substantial relationship to the public health, safety, morality or general welfare of the public and would substantially harm Pulte. Further, the existing zoning classifications constitute and all zoning classifications intervening between the existing zoning classifications and the LUR zoning classification would constitute a taking of Pulte's private property without just compensation and without due process in violation of the Fifth Amendment and Fourteenth Amendment to the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States, and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States.

Further, Pulte respectfully submits that the City Council's failure to approve the requested zoning would be unconstitutional and would discriminate in an arbitrary, capricious and unreasonable manner between Pulte and owners of similarly situated property in violation of Article I, Section III, Paragraph I of the Constitution of the State of Georgia and the Equal Protection Clause of the Fourteenth Amendment of the Constitution of the United States.

However, Pulte remains hopeful and confident that these issues can be resolved through the rezoning process in a manner that will benefit Pulte and inure to the best interests of Peachtree City.

PH-18-08 Consider Rezoning Request by Pulte Homes, Inc. (Everton), MacDuff Parkway, to modify the LUR-15 zoning district conditions of approval to add multi-family uses (townhomes) as a permitted use and remove village commercial use as a permitted use

Destadio opened the public hearing.

Cailloux described the property as being on the west side of MacDuff Parkway in Phase 8 of the Everton development. The Commission had approved and reviewed the conceptual plats for Phases 6 and 7. When the zoning was approved in 2007, the master plan called for six acres of commercial development in Phase 8, Cailloux noted, but now the applicant has requested permission to replace the commercial development with townhomes. She said they were proposing a similar street network, with the townhomes accessed through a four-way intersection. The request was for 42 townhome units. The first section would face the divided avenue, and pods on the north and south sides would face a linear green space.

Staff had reviewed the proposal and found it complied with the City's criteria and was compatible with surrounding residential development. Its impact on existing traffic would be lessened from the original plan, but impact on schools would be greater, she pointed out. Staff was unaware of any changing conditions that affected the request, but the applicant was making the case that demand for commercial development had lessened.

The applicant, Dan Fields of Fieldstone Realty Partners, told the Commission he had been involved in West Side development for nearly 20 years. He said he started with Centennial in 2002. Two neighborhoods on the west side of MacDuff Parkway, Legacy and American Homes, were both townhome communities that were part of Centennial. In 2007, the thought was to add commercial development to Everton because it was needed at that time. He said there had been a great deal of commercial development since then, and rather than compete with it, townhomes might be a more viable addition.

Fields noted that Peachtree City used the slogan "Plan to Stay" in some of its brochures, and many types of housing was available, but townhomes were lacking. The townhomes would be low- or no-maintenance dwellings that provided a lifestyle many real estate agents had told him buyers were looking for, Fields explained.

No one from the public spoke either in favor or in opposition to this application.

Destadio closed the public hearing.

Bernard noted that many retirees had mobility issues and asked how many levels these townhomes would have and if the master suite would be on the main level. Fields said they learned from Centennial's American Homes development that retirees did not want to travel three levels. He said the Everton townhomes would be two stories, with the master suite most likely on the second floor. They might be aimed at younger retirees, but Bernard pointed out that retirees got older.

Curtis inquired about the square footage, and Fields told her the townhomes would be 1,800 to 2,220 square feet.

Gresham noted that Fields was saying commercial development did not have a reasonable economic purpose and wondered what the justification was for saying that. Was there a study that looked at a radius around the property and determined there was too much commercial? Fields said

49% of Wilksmoor Village was zoned industrial, and a significant portion was commercial. The 100,000 square feet added along SR 54 had increased the amount of commercial since Everton development began, he reported. He said people were willing to drive to those commercial areas, and some of those commercial areas had yet to be leased.

Destadio asked what the City thought. Cailloux said they had no market study of specific areas, but relied on the applicants to gauge the market. She said citywide studies showed very low commercial vacancy rates, but most market analysts would say that there could be vast differences in vacancy rates small retail store fronts verses the big-box retail space.

Rabun asked about the financial impact to the tax base in changing this area to townhomes as opposed to leaving it commercial. Cailloux said it was hard to know what the commercial value of the property could be, and even harder to predict commercial vacancies. They could look at the impact of the proposed residential, but it would be difficult to compare it to a hypothetical commercial development. Rabun noted that the annexation the Commission had just recommended had information on the impact on the tax base of the existing commercial and proposed residential, and he thought a similar analysis of potential commercial verses proposed residential should be provided to the Commission.

Fields noted that it was difficult to put a value on a commercial development in the midst of a residential area, but Destadio reminded him that the question was addressed to Staff. Rabun said it would be nice to know the financial impact before making the decision. He noted that the village concept required a commercial component, but acknowledged that the additional development on SR 54 might satisfy the need.

Fields stated there would be 42 homes at an average price of \$250,000. The City's tax on that amount of money would bring in a quicker return than the taxes on vacant property. Destadio noted that Rabun was addressing his remarks to Staff, saying it would be useful to have financial information.

Destadio asked Rorie if he wanted to speak, but he said he was trying to restrain from commenting. Gresham said the intent of the commercial zoning seemed to be to create a rich environment, with places to go in the neighborhood. He remarked there were great examples in Seaside, FL, for instance. He asked Rorie if that was his understanding of the intent.

Rorie noted that this zoning was approved in 2007. He said there would be more mixed-use type developments in the future. This development had six acres for commercial carved out of the middle, Rorie pointed out, and asked what could be placed on six acres? What would be allowed? Traffic impact would have to be considered. He said in this case, he could support changing the zoning to residential because he could not see any reasonable commercial uses other than an ice cream shop.

Destadio said he remembered when property down MacDuff was identified for a school, and how they worked with the school system to get the property turned back over. He said it seemed to him that at some point in time, the City and the school system needed to think about additional schools. MacDuff was heavily populated and growing, he noted.

Curtis said the school system was already making plans. Cailloux noted that the school system had a very good system in place, meeting quarterly with local government planners to get information on development and future projects. She said a demographics consultant attended meetings to work with them.

Bernard said townhomes were a way to attract millennials, but he did not see how townhomes would fit into this community. Curtis pointed out they were often geared to the generations in between, not millennials and not retirees, but people who didn't want a large house, but who wanted their kids in a certain school district or blended families who desired closeness in a neighborhood. She said she knew a number of people who lived in townhomes for those reasons. Bernard said townhomes, to his mind, belonged in a city center, not in a primarily residential development.

Bernard continued that the major issue to him was the price of the typical townhome, \$250,000. He noted that Cailloux had said that the break-even point for taxes was more than this, making every home that was sold at \$250,000 a drain on the City taxpayers for services. He noted that the total school tax revenue for these townhomes was estimated at \$96,000. He said it costs \$8,500 to educate one student in the County, so the cost to the school system of the potential students in the townhomes would be \$365,500 based on the average cost per student for these homes. This amounted to a hit of \$271,000 to the school board budget.

Bernard said he could not justify voting for a project that would raise taxes for the average taxpayer. He said he had done it before, but you could not keep making decisions such as this and wonder why the elected officials had to raise taxes. He said the City did a wonderful job this year in not raising taxes, but that couldn't continue if these kinds of decisions continued to be made.

Curtis said she had a different opinion. She remarked that she understood this small area of townhomes could have a negative impact on tax revenue, but said she wanted to live in a community that offered housing to all economic levels. She said basing every decision on the home prices meeting a certain level was a deterrent to having that type of economic diversity in the community. Curtis explained that she understood the City could not support many neighborhoods like this, but it was not right to look at just this one area instead of considering the City as a whole.

Curtis went on to say she was often amazed at the concern expressed over fractional millage rate changes when comparing them to the amenities the City provided with that tax money. She said she had lived in other places in Georgia and was impressed at having all these services for the taxes paid. Curtis said she understood the need for fiscal responsibility, but said they needed to look at the City as a whole.

Destadio thanked her for her comments and said it was good to hear all opinions.

Destadio added that, if possible, he would like to see a financial impact statement when presenting items such as this. He said it did not have to go into great detail, but it helped to put things into context.

Curtis moved to recommend approval of item PH-18-08, rezoning Request by Pulte Homes, Inc. (Everton), MacDuff Parkway. Rabun seconded. Motion approved 4-1, with Bernard voting against.

Old Agenda Items

08-18-02 Conceptual site plan, Bridge Park development (Commerce Drive)

Cailloux explained this was one of the last remaining undeveloped commercial properties in the City. She noted that when this plan was presented at the Aug. 13 meeting, the Commissioners present had reservations about the development being able to meet landscaping requirements and also about the proposed grading and its impact on existing trees. Cailloux said the applicant provided a conceptual landscape plan that showed the required tree caliper inches could fit on the property. Also provided was a cross section depiction of the property, which Rabun had said might help in

**AN ORDINANCE TO AMEND THE
PEACHTREE CITY ZONING ORDINANCE
TO AMEND THE ZONING DISTRICT LUR-15 TEXT
FOR A 379.5 ACRE AREA OF LAND
LOCATED WITHIN THE CITY LIMITS OF PEACHTREE CITY
TO ALLOW ATTACHED DWELLING UNITS AND
INCREASE THE MAXIMUM NUMBER OF HOUSING UNITS,
TO REMOVE COMMERCIAL USE FROM THE LIST OF PERMITTED USES,
TO AMEND THE OVERALL MASTER PLAN,
AND FOR OTHER PURPOSES**

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

Section 1. The Peachtree City Zoning Ordinance Article X, Requirements by District, Section 1013A.15, Limited-use residential district no.15, be amended as follows:

- (b) This tract is illustrated on the Boundary and Topography Survey prepared by Rochester & Associates, Inc. (last revised August 14, 2006), a copy of which is attached hereto as Exhibit "A" and incorporated herein by express reference.

It is intended that the LUR-15 zoning district be established specifically for a ~~450-unit single-family detached~~ **517-unit** residential subdivision to be developed substantially in accordance with the following express conditions:

- (c) Conformance with master plan.

Development shall take place in conformance with the master plan prepared by PBS&J (last revised June 12, 2007), **and the Ridge Planning & Engineering Everton Phase 9 – Townhomes plan (dated September 10, 2018)** ~~a copy~~ **copies** of which ~~is~~ **are** attached hereto as Exhibit "B" and incorporated herein by express reference. Any substantive change to ~~this~~ **these** plans or any of the conditions and requirements of this section shall require a new rezoning action.

- (d) Permitted uses.

1. No more than ~~475 single-family detached~~ **517 residential** lots with the following dimensions:

- a. 54 lots shall measure no less than 55' x 125';
- b. 140 lots shall measure no less than 65' x 125';
- c. 90 lots shall measure no less than 75' x 130';

d. 134 lots shall measure no less than 90' x 130';

e. 29 lots shall measure no less than 100' x 150';

f. 28 lots shall measure no less than 115' x 200';

g. 42 lots shall be attached townhome units;

2. A clubhouse, including an outdoor pool, tennis courts and other customary accessory uses.

~~3. General retail uses associated with a neighborhood retail center, located on two tracts of land not to exceed three acres each.~~

3. Publicly owned building, facility or land.

4. Building, facility or land for the distribution of utility services.

5. Building, facility of land for non-commercial park, recreation or open space purposes.

6. Accessory uses (see Section 908).

7. Customary home occupations (see Section 907).

(e) Conditional uses. No conditional uses shall be permitted within this zoning district.

(f) Other requirements.

1. Minimum floor area per dwelling unit: 1,500 SF.

2. Minimum zoning lot area: As described herein and shown on the ~~concept plat~~ master plan approved as part of the rezoning and Everton Phase 9 Townhome plan.

3. Maximum number of dwelling units: No more than ~~475~~ 517 residential units shall be provided within the overall subdivision.

4. Minimum lot width: As described herein and shown on the ~~concept plat~~ master plan approved as a part of the rezoning and Everton Phase 9 Townhome plan.

5. Minimum front building setbacks for detached single-family lots: Fifteen feet; provided that each dwelling unit provides at least two paved parking spaces off the right-of-way; at least one of those spaces must be within a fully enclosed garage, and no part of the garage shall be within 20 feet of the right-of-way.

6. Minimum front building setbacks for attached townhome lots: Zero feet; so long that each dwelling unit provides at least two paved parking spaces of the right-of-way or alley; at least one of these spaces must be within a

fully enclosed garage, and no part of the garage shall be within 20 feet of the back of curb of the street or alley.

7. Minimum side setback for detached single-family lots: Zero feet; provided that at least a ten-foot separation is maintained between dwellings, and further provided, that at least one 20-foot separation is provided between every ten dwelling units.
8. Minimum side setback for attached townhome lots: Zero feet.
9. Minimum rear setbacks for detached single-family lots: Ten feet; provided that for those units served by a dedicated alley with garage access in the rear of the homes, at least two paved parking spaces shall be provided off of the alley; at least one of those spaces shall be within a fully enclosed garage, and no part of the garage shall be located less than 20 feet from the edge of alley.
10. Minimum rear setbacks for attached townhome lots: Zero feet; so long that a minimum 20-foot clearance zone is provided between the rears of units when they back up to each other.
11. Maximum building height: Two stories, plus a basement.
12. Parking: as set forth within the city's parking ordinance.
13. Signs: As set forth within the city's sign ordinance.
14. Alley access: Alleys shall be a minimum of 20 feet in width and shall be paved with a suitable surface to support fire and emergency apparatus.
15. Uses permitted above garages: on those lots where detached garages are located behind homes, the second floor of these buildings shall be limited to storage or home office use only. Garage apartments, granny flats, or other residential uses within these second floor areas shall not be permitted.
16. Tree save and landscape buffers: all tree save Tree save and landscape buffers: All tree save and landscape buffers shall be maintained with natural vegetation and/or enhanced with berming, fencing and landscaping. No vegetation shall be removed from these areas without prior city approval. All tree save areas within the subdivision must be delineated with tree save fencing and approved by the city prior to any land disturbance activities.
17. Greenbelts: A 50-foot greenbelt shall be provided around the perimeter of the development. A 50-foot greenbelt shall be provided adjacent to MacDuff Parkway as required by the city's buffer ordinance. All greenbelt areas shall be dedicated to the city.
18. Architectural concept: A unified architectural concept for the overall development must be developed and approved by the planning

commission. The architectural design, building materials and color selections of all buildings and structures on the site must be substantially the same. Townhome units shall be faced with brick, stone, or cementitious siding. Each home with a side elevation facing a public street shall include similar architectural detailing as the front elevation to avoid creating a blank wall facing the public street.

19. Each lot shall have the number of trees as required by the Land Development Ordinance. In the case where no yard is incorporated in the lot, the required trees shall be planted on an adjacent or nearby open space.

20. Development concept: Development shall take place substantially in conformance with the approved ~~concept plat~~ master plan and the Everton Phase 9 Townhomes plan (Exhibit "B"), as well as the design concepts presented with the zoning request and approved as a part of the concept. Substantial deviation from the approved ~~concept plat~~ master plan, the Everton Phase 9 Townhomes plan, or design concepts shall require city council approval.

(g) The overall development of the tract is subject to the following understandings and conditions:

1. All transportation enhancements identified within Attachment "A" of GRTA's Notice of Decision (dated December 20, 2006) shall be constructed at no cost to the city and open to the public prior to issuance of the first certificate of occupancy for any residential dwelling unit within this development. Such traffic enhancements were imposed as conditions by GRTA on the entire DRI, which included both developments. Accordingly, the enhancements should be constructed based upon an agreement between John Wieland Homes and Neighborhoods and Levitt & Sons, or their successors in interest, and should be based on each party's pro-rata share of traffic generated by each development based upon the information considered by GRTA. Evidence of such agreement between John Wieland Homes and Neighborhoods and Levitt & Sons shall be provided to the city prior to the approval of any plats for the development of the property.
2. MacDuff Parkway shall be designed to city standards as a community collector and shall include a 24-foot wide median with vertical curb and gutter as measured from back-of-curb. The road section shall also include two travel lanes at a minimum width of 16 feet each, as measured from edge of pavement. The road shall be designed within an 80-foot right-of-way (minimum).
3. Parallel parking shall not be provided along MacDuff Parkway as proposed by the developer, as this road is designated as a community collector. The applicant is aware that staff does not support parallel parking on any portion of MacDuff Parkway, and shall continue to

coordinate with staff to determine if this type of parking arrangement might be supported.

4. In accordance with the city's buffer ordinance, a continuous 50-foot wide (minimum) city-owned greenbelt buffer shall be established for any residential development adjacent to a community collector road and a continuous 50-foot wide tree-save and landscape buffer shall be established for any non-residential development adjacent to a community collector road.
5. The applicant shall coordinate with city staff to identify locations of traffic calming devices and incorporate these into the design and construction of MacDuff Parkway at no cost to the city.
6. The applicant shall coordinate with city staff to determine if a multi-use path tunnel can be constructed underneath MacDuff Parkway as a part of the road improvements. Should a location be identified, the applicant shall design and construct the tunnel as a part of the MacDuff Parkway extension at no cost to the city.
7. The applicant shall coordinate with city staff to determine locations of multi-use paths throughout the development, and shall provide a multi-use path connection from this development to the existing multi-use path within the adjoining Centennial subdivision.
8. The applicant shall coordinate with the Fayette County Water Department and the city fire department to ensure appropriately sized water lines are constructed as a part of the MacDuff Parkway extension. In addition, the applicant shall be responsible for installing all utilities within the right-of-way of MacDuff Parkway.
9. The applicant shall coordinate with city staff and the fire department to identify a suitable location for a new fire station to serve the West Village area. This site should be located approximately 3,600 LF to the north of the existing fire station site and dedicated at no cost to the city.
10. The applicant shall be responsible for installing landscaping within the median and right-of-way of MacDuff Parkway as a part of the road construction and maintaining these areas until the roads are accepted by the city. Following this dedication, the maintenance of the landscaping within the right-of-way shall be the sole responsibility of the Homeowner's Association in perpetuity.
11. There shall be no more than 475 517 total lots within the overall subdivision. The ~~concept plat~~ master plan submitted as a part of the annexation and rezoning request is illustrative only. The developer shall prepare a detailed development plan, which must be approved by the planning commission as a part of the concept plat approval process. It is understood the general layout of the streets and individual lots will be similar to what is

shown on the concept plat once final engineering documents are prepared.

12. Existing vegetation within the areas identified as open space on the concept plat must be protected prior to, during and following construction.
13. A 50-foot wide greenbelt shall be provided between the homes along the southern property boundary separating this development from the proposed school site and the existing homes within the Chadsworth subdivision.
14. Existing vegetation within the 50-foot buffer around the perimeter of the property shall be preserved to the greatest extent practicable prior to, during and following construction activities. These areas shall be dedicated to the city as greenbelt.
15. The overall development shall comply with the city's post-construction stormwater runoff management ordinance and provide water quality best management practices (BMP's) on greenbelt areas dedicated to the city.
16. The location of the floodplain shall be field located and surveyed prior to preparation of the engineering drawings. Absolutely no development shall be permitted within the floodplain.
17. The maintenance of all internal parks, landscaped areas, **sidewalks, alleys,** signage and subdivision entrances shall be the sole responsibility of the developer and/or the Homeowner's Association. **A note to this end shall be required on the final plat.**
18. The applicant shall establish deed covenants for the overall subdivision that shall limit rental units to no more than 20 percent of the total number of dwelling units in the subdivision. The covenants shall provide for the strict enforcement of the limit on rental units, and the developer shall establish the administrative structure for that enforcement prior to sale of the first dwelling unit in the subdivision.
19. The developer shall pay impact fees for each residential lot within the subdivision as identified within the city's impact fee ordinance.
20. The annexation and rezoning is conditioned upon the execution of ~~the~~ **a new** development agreement between the city and the applicant ~~attached hereto. The development agreement shall be recorded in the deed records of the clerk of the Superior Court of Fayette County, Georgia, so as to provide notice of the conditions of this zoning to all parties in interest.~~
21. The annexation and rezoning as proposed is conditioned upon the annexation of the Scarborough/Stillwell tracts to the north.

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

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

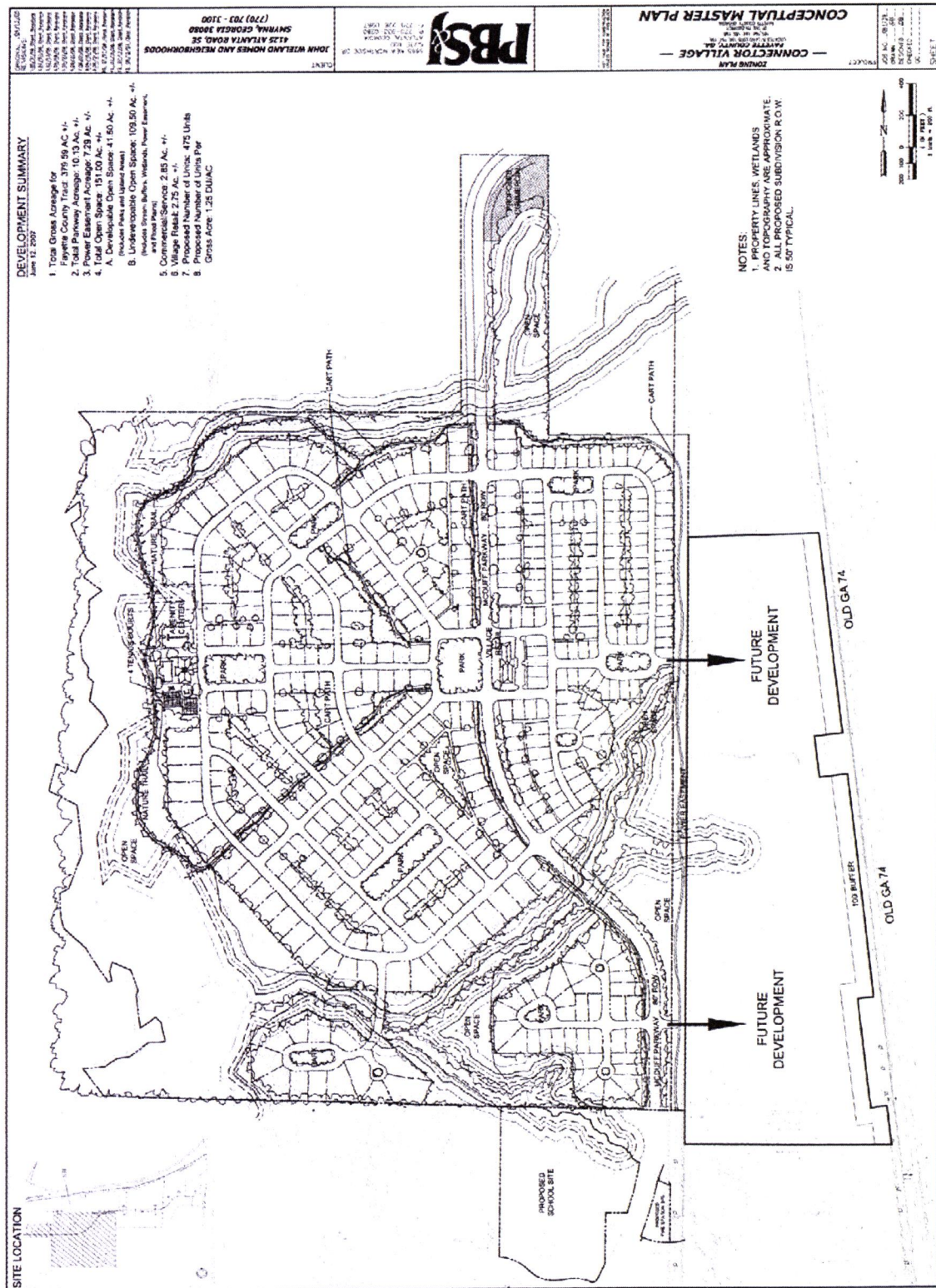
Section 4. This ordinance shall be in full force and effect upon its official adoption by the City Council.

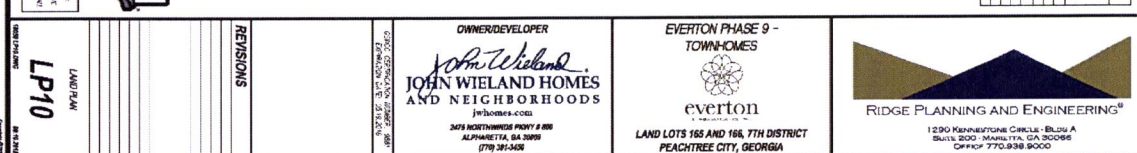
Done, Ratified, and Passed this _____ day of _____ 2018.

Vanessa Fleisch, Mayor

Attest: _____
City Clerk

PSY





CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jonathan N. Rorie, City Manager 

FROM: Michael Warrix, AICP Planning and Development Director 
Robin Cailloux, AICP Senior Planner

DATE: August 28, 2018

SUBJECT: Rezoning 100 Kedron Drive Text Amendment to the LUC-11 zoning district
to allow general office use
October 4, 2018 City Council Meeting

Applicant: Jeremy Williams, Timber Products Inspections
Property Owner: WRD, Inc.
Land Use - Existing: Commercial
Land Use - Proposed: Commercial
Future Land Use Map: Commercial

Request:

Timber Products Inspections, the Applicant, is requesting an amendment to the LUC-11 zoning district to allow general office uses at the property at 100 Kedron Drive.

The subject property is currently developed as a bank branch office building. It was rezoned to LUC-11 in 1992 with the following text, *"The purpose of this limited-use commercial zoning district is for the property to be used for a branch bank and related financial services of insurance, real estate sales, and stock brokerage, all to be conducted within the bank building. No other uses shall be permitted."*

The Applicant is requesting that the zoning text be amended to, *"The purpose of this limited-use commercial zoning district is for the property to be used for a branch bank and related financial services or other general office uses."*

Evaluation Criteria:

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

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

100 Kedron Drive Rezoning Request

Page 2

The proposal conforms with the future land use plan. The future land use category for the property is commercial.

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

The proposed office use is compatible with the surrounding school and open space.

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

The proposed office use will not adversely affect the adjacent land uses.

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

The property could continue its use as a bank branch location, as it is 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;***

The requested use will not substantially change the property's impact on existing infrastructure.

- (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.***

There are no other known existing or changing conditions affecting the use of the property.

Recommendation:

Should Council approve the request, staff does not have any recommended conditions for approval.

REZONING APPLICATION

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

LOCATION	Address <u>100 Kedron Dr.</u>		ZONING & LAND USE	Zoning <u>LUC 11</u> <u>LUC 11 Revised</u>	
	Parcel #(s): <u>7-35-18</u>			Existing Proposed	
	Property Size: <u>0.863 acre</u>			Land Use Map <u>COM</u> <u>COM</u> Existing Proposed	
APPLICANT	Name <u>Jeremy Williams</u>		OWNER	Name <u>WRD, Inc</u>	
	Address <u>203 Pinemount Dr</u>			Address <u>1641 Sigman Rd</u>	
	City, State, Zip <u>Peachtree City, GA 30269</u>			City, State, Zip <u>Conyers, GA 30012</u>	
	Phone # <u>(404) 556-5221</u>			Phone # <u>(770) 922-8000</u>	
	Email <u>jwilliams@tpinspection.com</u>			Email <u>jwilliams@tpinspection.com</u>	
OPEN SPACE & PUBLIC	Open Space <u>0</u> Acres <u>0</u> %		MULTI-USE PATH	Distance to nearest multi-use path: <u>approx. 900</u> ft.	
	Land Dedicated for Public Use <u>N/A</u> (school, emergency response, public park, greenbelt, etc.)			Linear feet of multi-use path to be provided: <u>0</u> ft.	
TRANSPORTATION	Name of access or adjacent street		# of access points		
	<u>Kedron Drive</u>		<u>1</u>		
	Estimated trip generation (Bases on ITE ratios)		ADT		
	Vehicle Type:				
	Vehicle Type:				
FIRE SUPPRESSION	Automatic Fire Sprinklers: ☐ Yes ☒ No, why? <u>Under 5000 sqft</u>		Briefly describe daily operations: (Number of employees, etc. A separate detailed explanation may be included in the Written Narrative) <u>The proposed use as general office use will employ approximately 20 individuals and act as the corporate headquarters of Timber Products Inspection, Inc.</u>		
	Automatic Fire Alarm: ☐ Yes ☒ No, why? <u>Under 5000 sqft</u>				
	Hazardous Material On Site? (If yes, describe type and method of storage to the right:)		☐ Yes ☒ No		
			Material(s): <u></u>		Storage: <u></u>

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

Applicant Signature: [Signature] Date: 8/6/2018

Property Owner Signature: [Signature] Date:



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DISCLOSURE OF CAMPAIGN CONTRIBUTIONS & GIFTS

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

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

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

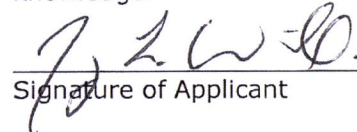
YES

NO

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

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

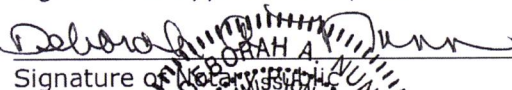
I do hereby certify the information provided herein is both complete and accurate to the best of my knowledge.

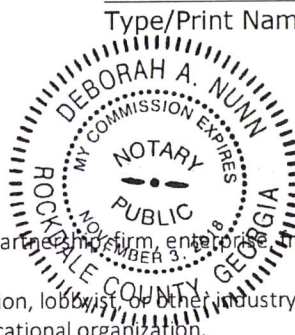

Signature of Applicant

Jeremy L. Williams, Controller
Type/Print Name and Title

Signature of Applicant's Representative

Type/Print Name and Title


Signature of Notary Public



¹ Business entities may be a corporation, partnership, limited partnership, firm, enterprise, franchise, association, trade organization, or trust.

² Other organizations may be a non-profit organization, labor union, lobbyist, or other industry or casual representative, church, foundation, committee, or charitable organization, or educational organization.

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



August 6, 2018

Mr. Mike Warrix

Peachtree City Zoning and Ordinance Department

153 Willowbend Rd. Peachtree City, GA 30269

RE: Rezoning Application – Written Narrative Reference

Dear Mr. Warrix:

My name is Jeremy Williams, and I am the Controller for and authorized representative of WRD, Inc. I am submitting the following Written Narrative Reference for the Rezoning Request of our property located at 100 Kedron Drive, Lot 155, parcel 7-35-18. We purchased the property on June 25th, 2018 from Regions Bank. The property is currently zoned LUC 11 which has a provision that specifically limits the use to a branch bank and related financial services of insurance, real estate sales, and stock brokerage, all to be conducted within the bank building. We are requesting an amendment to the LUC 11 zoning that would allow our property to be used for general office use, for the specific purpose of relocating our corporate headquarters to Peachtree City.

WRD is the parent company of Timber Products Inspection, Inc. (TP). TP specializes in providing third party auditing of wood-based products such as structural lumber, preservative-treated lumber, heat-treated lumber, trusses, log homes, utility poles, pallets, and biomass at production sites throughout north and south America and Europe with our locally based inspectors.

This zoning amendment request relates to the comprehensive plan and the evaluation criteria listed in Section 1304(d) of the Peachtree City Zoning Ordinance below as follows:

1. Land Use

- a. The building located on the property was formerly used as a branch bank but has been vacant for the last few years. We propose using the existing building for our corporate headquarters. Our headquarters will employ between twenty to twenty-five individuals. We have no plans to add any other buildings on the property.
- b. Non-Applicable to the change being requested.
- c. The surrounding land will not be disturbed except to add a concealed dumpster pad and five additional overflow parking spaces (pending city approval). Existing landscaping and tree cover will be maintained. Vehicles will access the property via the existing Kedron Dr. driveway. Vehicle traffic is expected to be significantly less than current zoning as we will have no customers visiting our headquarters on a daily basis as opposed to the way a bank branch would typically operate.
- d. Non-Applicable to the change being requested.
- e. Non-Applicable to the change being requested.

2. Community Design

- a. The amendment to LUC 11 to allow for general office use would provide current and potential future employees a place to work close to home, preserving the city's village concept. The current LUC-11 zoning requires a use that can generally be described as professional; our proposed request would maintain the professional environment that the LUC-11 requires.
- b. Non-Applicable to the change being requested.
- c. Existing specimen trees and boundary vegetation will be maintained to enhance the feel as a corporate headquarters.
- d. Non-Applicable to the change being requested.
- e. Building architecture, landscaping, lighting and signage will comply with local ordinances.
- f. Non-Applicable to the change being requested.

3. Economic Development

- a. The WRD corporate headquarters qualifies as a targeted industry by the Fayette County development authority. With annual revenues in excess of \$20M, the addition of our business will be an asset to the local tax base.

4. Fire and Rescue

- a. Non-Applicable to the change being requested.
- b. Non-Applicable to the change being requested.
- c. Non-Applicable to the change being requested.

5. Potable Water

- a. Non-Applicable to the change being requested.

6. Sewer

- a. Non-Applicable to the change being requested.

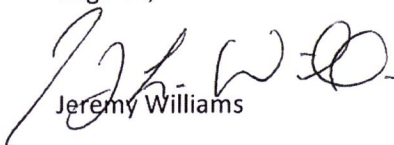
7. Transportation

- a. Non-Applicable to the change being requested.
- b. Non-Applicable to the change being requested.
- c. Non-Applicable to the change being requested.

In addition to this written narrative, I have attached the Rezoning Application, copy of the property deed, a map showing a 200' buffer around the property, survey map, a map showing property owners inside the 200' buffer zone, and a list of the property owners' names and mailing addresses. Note that I did not include letters from Utilities, Architectural programs, Streetscape and Landscape plans, Master Sign Program, or Community Facilities and Infrastructure Plan because the proposed building use does not substantially differ from the current zoning.

Please review this information, and if for any reason you have questions, please feel free to contact me.

Regards,



Jeremy Williams

Controller

WRD, Inc.

(770) 922-8000 Ext 499

jwilliams@tpinspection.com

**AN ORDINANCE TO AMEND THE
PEACHTREE CITY ZONING ORDINANCE
TO AMEND THE CONDITIONS OF ZONING DISTRICT LUC-11
FOR A 0.9-ACRE TRACT OF LAND
LOCATED WITHIN THE CITY LIMITS OF PEACHTREE CITY
PARCEL 0735 018 ADDRESS 100 KEDRON DRIVE
TO ALLOW GENERAL OFFICE USES,
AND FOR OTHER PURPOSES**

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

Section 1. The Peachtree City Zoning Ordinance Article X, Requirements by District, Section 1006B.11, Limited-use commercial district no.11, be amended as follows:

- (a) The tract of land described below be rezoned from OS open space to LUC limited-use commercial -11, to wit:

All that tract of parcel of land lying and being in the City of Peachtree City and in land lot 155 of the Seventh Land District of Fayette County, Georgia; containing 0.863 acres, more or less, as shown by [a] plat prepared by Jefferson Consultants, Inc., entitled "Prepared for Dorothy Thomas," dated October 14, 1992, and in accordance with said plat being more particularly described as follows:

BEGINNING AT an iron pin located 89.5 feet northeastwardly, as measured along the southeasterly margin of the right-of-way of Georgia Highway 74, from the northeasterly margin of the right-of-way of an improved street or roadway known as Kedron Drive; running thence north 36 degrees 26 minutes 59 seconds east, as measured along the southeasterly margin of the right-of-way of said Georgia Highway 74, a distance of 205.45 feet to an iron pin; thence south 85 degrees 4 minutes 24 seconds east, 93.83 feet to a concrete monument; thence south 1 degree 58 minutes 45 seconds west, 227.55 feet to a concrete monument on the south line of land lot 155 aforesaid, thence north 85 degrees 4 minutes 24 seconds west, as measured along the south line of land lot 155 aforesaid, 210 feet to an iron pin; thence north 1 degree 41 minutes 25 seconds east, 52.2 feet back to the iron pin at the POINT OF BEGINNING HEREOF.

~~This tract is more particularly described on a plat prepared by Jefferson Consultants, Inc., and dated October 14, 1992. Said plat is maintained in the office of the city clerk for the City of Peachtree City, and a copy is incorporated herein as figure 1006B.1.~~

~~The purpose of this limited-use commercial zoning district is for the property to be used specifically for a branch bank and related financial services of insurance, real~~

~~estate sales, and stock brokerage, all to be conducted within the bank building. No other uses shall be permitted. All requirements as contained in section (1006A.4) shall apply to this zoning district.~~

This being the same realty described by Warranty Deed from Virginia B. Betsill to J.L. McElwaney, dated April 10, 1965 and recorded in Deed Book 55 at Page 255, records of Fayette County, Georgia, less and except that portion of said realty contained within the right of way of Georgia Highway 74.

- (b) The purpose of this limited-use commercial zoning district is for the property to be used for a branch bank and related financial services or other general office uses. All requirements as contained in section (1006A.4) shall apply to this zoning district.

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

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

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

Done, Ratified, and Passed this _____ day of _____ 2018.

Vanessa Fleisch, Mayor

Attest: _____
City Clerk

CITY OF PEACHTREE CITY
INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jonathan N. Rorie, City Manager 

FROM: Paul J. Salvatore, Financial Services Director *P.S.*

DATE: September 28, 2018

SUBJECT: Consider Lease Amendment – American Towers LLC
October 4, 2018 City Council Meeting

Recommendation

Staff recommends approval of the second amendment to the lease agreement with American Towers LLC to accelerate lease payments in the amount of \$1,045,583.

Discussion:

American Tower LLC owns and operates a cell tower on Rockaway Road adjacent to Meade Field. The tower resides on city-owned property and there is a ground lease in place to compensate the city for use of this space. The lease also provides for the city to share a percentage of revenue collected from tenants of American Tower who have attached equipment to the tower. Currently, the city receives approximately \$70K annually for both of these revenue streams.

American Tower has offered to buy out these revenue streams by accelerating lease payments to the city. The amount of the buyout offer is \$1,045,583, which represents about 15 year's-worth of future lease payments. Our telecommunications consultant has reviewed the offer and confirmed that it is consistent with industry standards for transactions of this nature. The City Attorney has also reviewed the lease amendment.

Budget Impact

The FY 2019 General Fund operating budget already anticipates the drop in annual revenue from this transaction, as it has been in progress for over a year. The lease proceeds of \$1,045,583 will be deposited in the city Capital Projects Fund and used to fund city park enhancements.