

CITY COUNCIL MEMBERS

Vanessa Fleisch, Mayor
Kim Learnard – Mayor Pro-tem
Phil Prebor – Post 1
Mike King, Post 2
Terry Ernst – Post 4

**City Council of Peachtree City
Agenda
September 7, 2017
7:00 p.m.**

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Announcements, Awards, Special Recognition**
- IV. Public Comment**
- V. Agenda Changes**
- VI. Minutes**
August 17, 2017, Regular Meeting Minutes
- VII. Consent Agenda**
 - 1. Consider Stormwater Water Maintenance Agreement – MOBA**
 - 2. Consider Elimination/Replacement of Position in Building Department within Public Services Division – Building & Grounds Manager to Facilities Manager**
 - 3. Consider Amendment of Administration Ordinance – City Organization**
 - 4. Consider Amendment of Taxation Ordinance – Department of Responsibility**
 - 5. Consider Amendment of Golf Cart Ordinance – Department of Responsibility**
 - 6. Consider Non-profit Funding Agreement – Fayette Senior Services**
 - 7. Consider Non-profit Funding Agreement – Promise Place**
 - 8. Consider Contract Change Order – Peachtree Parkway Headwall Guardrail**
- VIII. Old Agenda Items**
- IX. New Agenda Items**
 - 09-17-01 Public Hearing – Consider Amendment to Sec. 908 of Zoning Ordinance, Creation of Special Events Permit (*Robin Cailloux*)**
 - 09-17-02 Public Hearing – Consider Variance to Rear Setbacks, 239 Masters Dr. S (*Robin Cailloux*)**
 - 09-17-03 Consider FY 2018 Convention & Visitors Bureau Budget (TENTATIVE) (CVB)**
- X. Council/Staff Topics**
 - Discuss Sanitation Franchise Fee/Keep Peachtree City Beautiful Funding (*Betsy Tyler*)**
 - Discuss process/policy for special events on public property (*Quinn Bledsoe*)**
- XI. Executive Session**
- XII. Adjourn**

This agenda is subject to change at any time up to 24 hours prior to the scheduled meeting

City Council of Peachtree City
Meeting Minutes
August 17, 2017
7:00 p.m.

The Mayor and Council of Peachtree City met in regular session on Thursday, August 17, 2017. Mayor Vanessa Fleisch called the meeting to order at 7:00 p.m. Others attending: Terry Ernst, Mike King, Kim Learnard, and Phil Prebor.

Announcements, Awards, Special Recognition

Brian Dugan, Dolly Moses, and Kristi Nelson from the Atlanta Chapter of the American Payroll Association accepted the proclamation for National Payroll Week from Mayor Fleisch. National Payroll Week is September 4 – 8. Peachtree City's National Little League All Stars were recognized for winning the Georgia state title and for advancing to the finals in the regional championship. Team members included Trey King, Garrett Arrington, Simon Lewis, Jayce Blalock, Kaleb Cost, PJ Green, Sullivan White, Aaron Gates, Bryce Alewine, Logan Howard, Adams Wall, Garrett Martin, and Joel Sanford. Coaches were Jeff White, Bryan Alewine, and Ryan Danbury.

Public Comment

Lynne Lasher addressed Council concerning the ongoing discussion between County residents and the Fayette County Board of Commissioners regarding updates to the County's animal control ordinance. Lasher said she understood that Council did not set ordinances and policy for the County, but the County set rules for the City. The County needed to bring its Animal Control Ordinance up to the 21st century. She said she was embarrassed to live in a county where it was fine to tether/abuse an animal as long as the owner said it was justified. The County's ordinances needed to be revised, and a committee had been doing that with expert legal advice that had not cost the County any money. She asked Council to talk to the Board of Commissioners and make them aware they were affecting the lives of City residents.

Minutes

August 3, 2017, Regular Meeting Minutes

King moved to approve the August 3, 2017, regular meeting minutes as written. Ernst seconded. Motion carried unanimously.

Consent Agenda

- 1. Consider Bids for Detention Pond #11 Rehabilitation – McLeRoy, Inc.**
- 2. Consider Budget Adjustments – Protective Inspections**
- 3. Consider Authorization for Concrete Repairs (Fire Stations) – Frontier**

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

New Agenda Items

08-17-03 Public Hearing – Consider Transmittal Resolution, 2017 Capital Improvement Element (CIE) Annual Update

Planning & Development Director Mike Warrix explained that the resolution was to authorize the transmittal of the 2017 CIE update to the Atlanta Regional Commission and the Department of Community Affairs for review. He continued this was a required annual update required by the Georgia Development Impact Act and the Georgia Planning Act. The report had two components – a financial report and an addendum to the City's Community Work Program.

Fleisch opened the public hearing. There were no comments. Fleisch closed the public hearing.

King moved to approve New Agenda Item 08-17-03 the transmittal resolution, 2017 Capital Improvement Element (CIE) annual update. Learnard seconded. Motion carried unanimously.

08-17-04 Consider Adoption of 2017 Millage Rate

Financial Services Director Paul Salvatore addressed Council, saying staff's original budget proposal had included a 3% tax increase, and budget estimates had been based on 7% anticipated growth. The original proposal had been to roll back 4% of the estimated growth (0.25%). The 7% growth had been assumed based on the reassessments. The new growth had been unknown at that time.

Salvatore continued that the actual digest had shown a total growth of 12.47% as opposed to the estimated 7%. The reassessments of existing property had made up 8.72% of that 12.47%, and New Added Growth (NAG), which included new properties, had been 3.75%. The new growth had covered the 3% needed to meet the budget estimates for FY 2018, which meant growth from reassessments could be completely rolled back, he explained.

Staff was now proposing that the Maintenance & Operations (M&O) millage rate be reduced by 0.524 mills (6.756 to 6.232), which was a full rollback for the reassessments, Salvatore said. Staff also recommended the bond millage rate be reduced by 0.036 mills (0.309 to 0.274). The total millage rate would be reduced by 0.56 mills (7.065 to 6.505), which was a full rollback. Because it was a full rollback, public hearings were not required.

Staff recommended Council adopt the M&O millage rate of 6.232 and the bond millage rate of 0.273, Salvatore said.

Learnard moved to approve a Maintenance & Operation millage rate of 6.232 and a bond millage rate of 0.273. King seconded. Motion carried unanimously.

08-17-05 Consider WASA Enabling Legislation Resolution

City Manager Jon Rorie said staff had been directed to bring back proposed changes to the Water & Sewerage Authority's (WASA's) enabling legislation, which would ultimately be presented to the Georgia Legislature for adoption, that would change the board make-up and address the extension of sewer outside the City limits. The proposed changes to the enabling legislation and the resolution were in the agenda packet. Rorie noted that Council had received a letter of opposition to the changes from the WASA Board of Directors.

WASA Chairman Bill Holland addressed Council, saying the Authority members had met the previous night and had discussed the issue of removing the present board members, replacing them with City Council, and limiting the Authority's ability to contract services. He said they should also have the letter Rorie just referenced. It had been an honor to serve WASA over the last four years. In that time, WASA's financial well-being had changed and the bond rating had improved from an A- to AA+. The board was proud of the achievements that had been made and of the 40 people on staff who continued to make it happen. The letter to City Council outlined their opinion on the issues, and he requested Council vote no on the resolution. He asked Council to consider the request made by King and Prebor at the July 20 meeting to look at the issues and work with the members of WASA for the benefit of the citizens of the City.

There were no comments from Council, so Fleisch asked for a motion. Learnard moved to approve the resolution of support for the Georgia General Assembly to adopt the changes to the enabling legislation for WASA as presented. Prebor seconded. The motion carried unanimously.

08-17-06 Consider Bid for Right-of-Way Mowing Contract – Yellowstone Landscape

Public Works Superintendent Scott Hicks asked Council to approve Yellowstone Landscape for grass cutting and right-of-way mowing throughout the City for an annual price of \$259,000 for fiscal year 2018. He continued that the City had sent out a Request for Proposals, with six companies attending the pre-proposal meeting and three vendors submitting proposals. After evaluating the proposals, Yellowstone was selected. Hicks added that funding was available in the Public Works budget.

Rorie said right-of-way mowing was the only remaining piece at Public Works that was outsourced. City crews were responsible for the mowing of the rest of the City's property. He asked Hicks what the work included. Hicks said the contractor would mow grass, edge, weed eat, spray curbing, and blow grass, etc., along 83 center-line miles of streets. Rorie added that those 83 miles of the City's total 184 center-line miles were mowed every 14 days. The current contractor was using three to four people for the job, and it was difficult to keep up.

In 2014, the City had assessed whether to insource the right-of-way mowing or to continue using a contractor, Rorie said. The cost to bring the work in-house with seven people would be approximately \$350,000 annually. The cost to change the outsourced mowing to every 10 days was approximately \$380,000 annually. The decision was made to continue with the outsourced contractor, and the City spent between \$270,000 – \$280,00 annually. He continued that Yellowstone would be a new contractor, so there would be a learning curve. The proposal was a reduced price from what was currently being spent. Staff continued to have a back-up plan so they could respond to issues that might come up.

Prebor asked where the company was located. Hicks said he was not sure, but the company operated throughout the United States, and Georgia Department of Transportation (GDOT) was one of the company's larger contracts.

King moved to approve New Agenda item 08-17-06, the right-of-way mowing contract with Yellowstone Landscape. Ernst seconded. Motion carried unanimously.

08-17-07 Consider Contract for Spillway Construction – North Georgia Concrete, Inc.

Dan Davis of Integrated Science & Engineering (ISE) gave a brief recap of the events surrounding the need to replace the Lake Peachtree spillway. During a routine lowering of the lake to allow for dock maintenance, issues with the 50-year old spillway had been discovered and reported to the state. The state subsequently categorized the dam as Category I. (*CATEGORY I dams were those for which improper operation or dam failure would result in probable loss of human life. CATEGORY II dams were those for which improper operation or dam failure would not be expected to result in probable loss of human life.*)

Davis continued that was not an uncommon reaction from the state's Environmental Protection Division (EPD). Due to staffing issues, the EPD put the burden to prove the dam was not Category I back on the City. Schnabel Engineering had done an analysis that had proven the dam fit the Category II standard, and the state restored the Category II the rating. Davis noted that Crosstown Road could be overtopped if the dam failed, and there were three homes further downstream from Crosstown Road that could be affected. There was also a restaurant on Crosstown that could have minor flooding if the dam were breached. Once the category had been settled, the spillway had been filled with grout, the lake was dredged, and the pool of the lake was restored. Council's choice to proceed with a Category I dam and spillway was wise, he added.

Davis continued that five presentations had been given to Council during the design process. The recommendation was to design the replacement spillway to Category 1 standards. Construction cost estimates had increased during the design. The initial estimate had not been based on any design work. Ninety percent of the spillway would be concrete, and the cost of concrete had a significant influence on the cost.

The contractors had been prequalified and had been part of dam projects in the past. Seven of the eight pre-qualified contractors attended the pre-bid conference in July with City staff, ISE, and Schnabel Engineering, which included a mandatory meeting at the site. Four of the seven attendees submitted bids on August 10, and North Georgia Concrete had the low bid at \$4.387 million.

Davis continued that his firm had worked with North Georgia Concrete on 20 projects over the years, adding they had a location in Fayette County as well as one in North Georgia. They had built Category I dams at Pye Lake in Fayetteville, Lake McIntosh, and Hatcher Dam for the Clayton County Water Authority. He asked Allen Harp, president of North Georgia Concrete, how their bid had been so competitive. Harp had replied it was the perfect time for their company after finishing a large job for Georgia Power. The other firms would have to subcontract labor. One of the requirements was for the company to do 60% of the work without subcontracting. North Georgia Concrete was ready to start work shortly after September 1 after a vote to proceed from Council. Davis added the start time for the work was critical, so the project would be finished in May 2018.

Fleisch noted the spillway was 183 feet wide, and they would have to shoe horn in a large structure to get in a Category 1 dam. Davis said they had looked at several options for the spillway. A labyrinth spillway had been the only one to come close to handling a $\frac{1}{2}$ probable maximum precipitation (PMP – the theoretically greatest depth of precipitation for a given duration that is physically possible over a particular drainage area at a certain time of the year) storm, but it would not fit in the gap without opening the dam further. The bridge on Kelly Drive would also need to be replaced. A piano key weir option would allow the bridge to stay. The bid also included the construction of a parapet wall across the dam, which would be one and one-half to two feet tall. It was also the final component to bring the dam to Category I standards. If the state were to change the category of the dam, then the work would be done.

Fleisch asked why the project needed to be done now. Davis noted that the existing spillway had been filled with grout, but he could not say how long the grout would last. It was a wise choice to move forward now and eliminate the jeopardy downstream. The prices could be better in a few years. Rorie asked if the standards for Category 1 could change. Davis said the standards had already changed during the design process, and the design met the new standards.

Ernst asked Davis how confident he was that the bid amount was accurate. Davis said there had been two rounds of borings, and no rock or unsuitable soils had been found, which greatly increased price. They had diligently tried to eliminate the surprises, and the only issue there could be was an overly rainy winter.

Rorie said the forecast was for a rainy season, asking what could happen if there was a $\frac{1}{2}$ PMP storm. Davis said if there was a big rain, they had computed that the temporary pipe in the cofferdam should be for a 25-year storm event (the maximum 24-hour precipitation event with a probable recurrence interval of once in 25 years), which was a 36-inch pipe. North Georgia Concrete had priced, and would be placing, a 60-inch pipe.

Fleisch asked when the concrete would be poured. Davis said he would bring in the complete schedule when it was ready, but the foundation footings should go in by November. Rorie added there would be eight phases to the spillway, and each phase could have eight – 10 pourings. Davis added there would be some occasions where the contractor would have to pour at night. They would need to keep close communication with the neighbors so they would know. Rorie reminded Council that another large part of the project was the removal of dirt so the channel to the spillway would be adequate. Staff's recommendation was to award the bid to North Georgia Concrete for \$4,387,730.50 for the Lake Peachtree spillway project.

King moved to approve New Agenda item 08-17-07, the contract for spillway construction – North Georgia Concrete, Inc., in the amount of \$4,387,730.50. Prebor seconded. Motion carried unanimously.

**08-17-08 Consider Authorization for Mayor to Execute GEFA Loan for Financing
Lake Peachtree Spillway**

Rorie said staff was asking to finance the project with a loan from the Georgia Environmental Finance Authority (GEFA) until the Special Purpose Local Option Sales Tax (SPLOST) funds started coming in. The project would go before the GEFA board on August 22 for approval for a \$3,154,200 loan at 0.81% with a 10-year amortization schedule. Staff wanted to be ready to move forward when the loan was approved. The loan papers would be mailed on August 23. He continued that staff had also considered using Cash Reserves to get the project started, asking Salvatore to brief Council on the GEFA and Cash Reserves options.

Salvatore said quarterly payments of \$328,000 would be made on the GEFA loan (total loan rounded to \$3,155,000 for the discussion), and the total interest expense would be \$132,694. With a one-year construction spend-down, the loan proceeds would accrue approximately \$19,718.15 in interest before the funds were completely spent.

The City would continue to earn money by keeping the Cash Reserves invested with the Local Government Investment Pool (LGIP) at 1% interest, according to Salvatore. The compounded interest over the 10-year period for \$3,155,000 would be \$331,379.15, which would also be invested. Some of the money could be put into certificates of deposit to earn interest at a higher rate. The net advantage of using the GEFA loan rather than Cash Reserves would be \$218,403.98. By using Cash Reserves, the City would not pay interest on the loan, but the net loss would be \$178,966.48.

Ernst asked if using Cash Reserves would affect the City's bond rating. Salvatore said it would because the bond credit agencies did not like to see large sums of money pulled from the Cash reserves unless there was a good reason. Salvatore said the City would be leaving cash on the table by using Cash Reserves as well as taking a large amount out of the Cash Reserves, which would be looked at unfavorably by the bond rating agencies.

Fleisch said the City had applied for the GEFA loan several months ago, asking if the odds of getting it were in the City's favor. Salvatore said the odds were very good for the City to get the loan. Fleisch asked how the City would know if it got the loan. Rorie said the loan package would be mailed out on August 23.

Prebor asked what would happen if the City did not get the loan. Rorie said it was an identified SPLOST project, and they would pay using SPLOST revenues with some funds coming from the Cash Reserves. The City could also use funds from the Stormwater Utility. Both funds would be reimbursed with the SPLOST proceeds. The GEFA loan would help create cash flow, since the project would be delayed while the City waited to accumulate SPLOST funds, which would impact other SPLOST projects.

Rorie said staff recommended authorizing the Mayor to sign the documents. He noted that the \$3,155,000 also represented approximately \$400,000 in contingency, if it was needed. Learnard moved to authorize the Mayor to sign the GEFA loan documents for a loan of \$3,154,200 at 0.81% interest rate with a 10-year amortization schedule. Prebor second. Motion carried unanimously.

08-17-09 Consider Award to ISE for Spillway Construction Management

Learnard moved to authorize the City Manager to sign Task Order 223 from Integrated Science & Engineering in the amount of \$358,850 for construction management services. King seconded. Motion carried unanimously.

Council/Staff Topics

Ordinance Amendment Preview – Adjustments in Organization and Department Responsibility

Public Information Officer/City Clerk Betsy Tyler discussed the proposed ordinance changes, noting they were housekeeping items, and addressed how the organization was operating at this time. Some of the reporting structures had been tweaked over the last five years, and those changes would be addressed by the amendments.

Under the Administration ordinance, the amendments reflected the elimination of the Community Services and subsequent Community Development Divisions, as well as the changes in reporting for Code Enforcement, Municipal Court, City Hall receptionist/cashier, Building Maintenance, and the Amphitheater.

Proposed changes in the Taxation and Golf Cart Ordinances included moving the collection of occupational tax, insurance tax, bank tax, hotel/motel tax, and golf cart registration to the Financial Services Department since that department oversaw both the software and operations. The amendment would clarify the department of responsibility in accordance with current operations. The change in the golf cart registration process and software system to a regular billing cycle had led to the change in the department of responsibility from City Clerk/Public Information to Financial Services.

Tyler said the amendments would be on the September 7 Council agenda.

Proposed Amendment to Tree Credit Ordinance

Senior Planner Robin Cailloux said that, after the Comprehensive Plan was adopted, staff had been reviewing the ordinances to make sure they were balanced with the goals of the Comprehensive Plan. The proposed amendment addressed how the count for tree credit was calculated. Economic development goals in the plan included maximizing the use of land, utilizing the remaining lots that were difficult to develop, and striving to reduce the tax base dependence on residential properties. The City's identity goals were to maintain the high aesthetic quality of Peachtree City and to protect the natural environment and water quality.

Staff reviewed the ordinances for the certified "Tree Cities" located in the metro area, which included Alpharetta, Dunwoody, Marietta, Milton, Newnan, Roswell, and Sandy Springs. Although the formulas differed slightly in each city, staff found that the average "tree replacement" equivalency factor was 21 units. The City required an equivalent of 46 units. All the jurisdictions counted undisturbed trees toward required tree replacement. The City did not currently allow any credit for undisturbed trees.

Cailloux continued that the current Tree Ordinance only allowed credit for trees on developable land, while excluding wetlands, floodplains, and the required buffer/setbacks. The proposed

amendment to the ordinance would allow credit for all undisturbed areas except landscape buffers, while keeping a maximum 25% cap on credit as in the existing ordinance.

ALTA-Technical College Recruitment Video

Rorie noted an inordinate amount of time had been spent discussing the skills gap and job creation in Peachtree City. He introduced a video regarding the topic that was filmed at ALTA Refrigeration in the Industrial Park that referenced the training employees had received at West Georgia Tech and ALTA. Rorie noted that one of the biggest issues brought up by local industry was to make sure the labor force was available to provide and supply those jobs.

Executive Session

Learnard moved to convene in executive session for threatened or pending litigation and personnel at 8:16 p.m. Ernst seconded. Motion carried unanimously.

King moved to reconvene in regular session at 9:02 p.m. Learnard seconded. Motion carried unanimously.

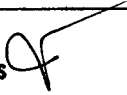
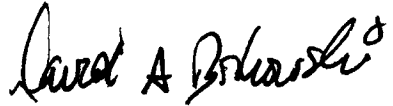
There being no further business, King moved to adjourn. Learnard seconded. Motion carried unanimously. The meeting adjourned at 9:03 p.m.

Pamela Dufresne, Deputy City Clerk

Vanessa Fleisch, Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members 
VIA: Jonathan N. Rorie, City Manager
FROM: David Borkowski, P.E., City Engineer 
DATE: August 16, 2017
SUBJECT: MobaCorp Stormwater Maintenance Agreement
September 7, 2017, City Council Meeting

Recommendation:

Staff recommends that City Council Authorize the Mayor to sign the attached stormwater maintenance agreement with MobaCorp.

Discussion:

The City's stormwater management ordinance requires that all new developments submit an agreement to the City stating that they will maintain the stormwater best management practices that they install. The agreement does not obligate the City financially or require the City to perform maintenance.

MobaCorp has submitted their agreement to the City and staff recommends signing the agreement in accordance with our ordinance.

Budget Impact:

There is no budget impact with this item.

Record and return to:

Law Firm Name/Address

STORMWATER MANAGEMENT FACILITY MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of March, 2017, by and between _____, a Georgia resident (hereinafter called the "Landowner") and PEACHTREE CITY, GEORGIA (hereinafter called the "City").

WITNESSETH, that WHEREAS, the Landowner is the owner of certain real property described as _____, as recorded by deed in the land records of Fayette County, Georgia, Deed Book _____, Page _____ (hereinafter called the "Property");

WHEREAS, the Landowner is proceeding to build on and develop a portion of the property as shown on Exhibit "A";

WHEREAS, the Site Plan/Subdivision Plan known as "Mbq," dated 6/15/15 revised 9/11/15, and approved by the City on 11/25/2016 (hereinafter called the "Plan"), which is expressly made a part hereof, as approved or to be approved by the City, provides for management of stormwater, as indicated, within the confines of the Property;

WHEREAS the City and the Landowner, its successors and assigns, including any office park or industrial park association, agree that the health, safety, and welfare of the residents of Peachtree City, Georgia, require that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater management facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns, including any office park or industrial park association.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

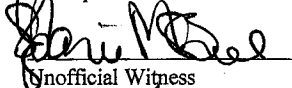
1. The on-site stormwater management facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. The Landowner, its successors and assigns, including any office park or industrial park association, shall adequately maintain the stormwater management facilities. This includes all pipes, channels or other conveyances built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. The Stormwater Structural Control Maintenance Checklists found in the latest edition of the *Georgia Stormwater Management Manual* are to be used to establish what constitutes "good working condition," under this Agreement.
3. The Landowner, its successors and assigns, shall inspect the stormwater management facility and submit an inspection report annually. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report.
4. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities whenever the City deems necessary. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.
5. In the event the Landowner, its successors and assigns, fails to maintain the stormwater management facilities in good working condition acceptable to the City, the City may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. The Landowner shall be given notice of the deficiencies identified in the inspection report so as to take the necessary corrective action. Such corrective action shall be completed within thirty (30) days of the Landowner's receipt of such notice. In the event that the Landowner cannot complete such remedial action within this time period, the Landowner shall provide a schedule for completion, which scheduled must be approved by the City. This provision shall not be construed to allow the

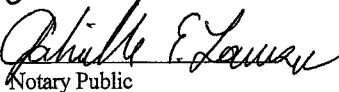
City to erect any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.

6. The Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed.
7. In the event the City, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) day of receipt thereof for all actual costs incurred by the City hereunder.
8. This agreement imposes no liability of any kind whatsoever on the City and the Landowner agrees to indemnify and hold the City harmless from any liability in the event the stormwater management facilities fail to operate properly.
9. This agreement shall be recorded among the land records of Fayette County, Georgia, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any office park or industrial park association.

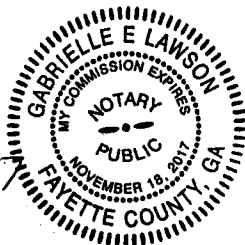
WITNESS the following signatures and seals:

Signed, sealed and delivered
in the presence of:


Unofficial Witness


Notary Public

My commission expires: 11-18-17



 (Seal)
(Owner)

Approved as to Form:

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My commission expires: _____

PEACHTREE CITY, GEORGIA

By: _____ (Seal)
Name: _____
Title: _____

Maintenance Facility Contact Information: (Please print or type)

Volker Harms
Name

vharms@moBa.de
E-mail address

1000 MoBA Drive
Address

Fayette Peachtree City, GA 30269 (678) 817-0996
City/State/Zip Fax Number

(678) 817-9646
Telephone Number

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: Jonathan N. Rorie, City Manager 

FROM: Ellece Brown, Director, HR & Risk Management 

DATE: August 14, 2017

SUBJECT: Consider Elimination/Replacement of Position in Buildings Department within
Public Services Division
9/7/2017, City Council Meeting

Recommendation:

That Council approve eliminating the Buildings & Grounds Manager position (Salary Grade 20) in the Buildings Department within the Public Services Division and replacing it with a Facilities Manager position (Salary Grade 20) effective September 11, 2017.

Discussion:

Since the parks and grounds maintenance function has been successfully moved from Public Services to Recreation, staff reviewed/revised the Buildings & Grounds Manager job description to reflect this change. In removing the grounds function from the job description, the primary focus of the position is on the City's facilities; therefore, staff is recommending that the title of the new position be Facilities Manager.

The new job description (see attached) has been evaluated by Human Resources according to the Factor Evaluation System as established by our compensation plan. It is recommended that the new position remain in Salary Grade 20.

Budget Impact:

This item should have no budgetary impact since the new position will remain in the same salary grade.



Facilities Manager
Public Services

PS/31
Reports to: Public Services Director

Salary Grade: 20
Job Code: PS/31

FLSA Status: Exempt
Date: 8/14/17

JOB SUMMARY

This position is responsible for directing facility maintenance activities for the City.

ESSENTIAL FUNCTIONS

- Prepares and manages the Buildings operating budget; prepares annual facility maintenance budget forecasts.
- Recommends applicants for employment; trains, assigns, directs, schedules, evaluates and disciplines personnel.
- Coordinates and oversees the work of contractors.
- Develops and implements preventative maintenance schedules for all City facilities, including HVAC, emergency power generator, water main valve, backflow valve, fire electronic, fire sprinkler systems, fire hydrants, and other systems.
- Manages pest and termite contracts for all City facilities.
- Directs unplanned repair activities utilizing internal and external resources.
- Coordinates construction and renovation projects.
- Coordinates with other governmental agencies on projects as needed.
- Develops and assists with bid specifications for major repairs and replacements of mechanical, electrical, and plumbing and utility systems.
- Enforces safety regulations.
- Manages nuisance wildlife per state guidelines.
- Serves as project manager for assigned projects.

- Assists and acts as back-up to the Public Works Superintendent as necessary.
- Performs related duties.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of the standard practices, methods, materials, and tools of building maintenance.
- Knowledge of federal, state, and local building codes and safety regulations.
- Knowledge of City policies and procedures, including personnel and purchasing procedures.
- Knowledge of budget management practices.
- Knowledge of computers and job-related software programs.
- Skill in management and supervision.
- Skill in reading blueprints and schematic drawings.
- Skill in estimating the cost of repair work and preparing bid specifications.
- Skill in the use of hand and power tools.
- Skill in prioritizing and planning.
- Skill in interpersonal relations.
- Skill in oral and written communication.

SUPERVISORY CONTROLS

The Public Services Director assigns work in terms of very general instructions. The supervisor spot-checks completed work for compliance with procedures and the nature and propriety of the final results.

GUIDELINES

Guidelines include City and State building codes, material safety data sheets, and City policies and procedures. These guidelines require judgment, selection, and interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work consists of varied management, supervisory, and technical duties. Frequent interruptions contribute to the complexity of the position.
- The purpose of this position is to manage the maintenance of City buildings. Successful performance contributes to the provision of safe and attractive facilities for City employees, citizens,

and visitors.

CONTACTS

- Contacts are typically with co-workers, contractors, vendors, and the general public.
- Contacts are typically to exchange information, motivate persons, resolve problems, and provide services.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed while intermittently sitting, standing, walking, or stooping. The employee occasionally lifts light or heavy objects, climbs ladders, uses tools or equipment requiring a high degree of dexterity, distinguishes between shades of color, and utilizes the sense of smell.
- The work is typically performed in an office, stockroom, warehouse and outdoors, occasionally in cold or inclement weather. The employee is exposed to noise, dust, dirt, grease, and machinery with moving parts. The work requires the use of protective devices such as masks, goggles, gloves, etc.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

This position has direct supervision over Building Maintenance Supervisor (1) and Maintenance Technicians (2).

MINIMUM QUALIFICATIONS

- Knowledge and level of competency commonly associated with the completion of a baccalaureate degree in a course of study related to the occupational field.
- Experience sufficient to thoroughly understand the diverse objectives and functions of the department in order to direct and coordinate work within the department, usually interpreted to require three to five years of related experience.
- Possession of or ability to readily obtain a valid driver's license issued by the State of Georgia for the type of vehicle or equipment operated.

The qualifications listed above represent the credentials necessary to perform the essential functions of this position. To be successful in this position, an individual must be able to perform each essential duty satisfactorily. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions of this position.

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: August 25, 2017

SUBJECT: Consider Administration Ordinance Amendment – City Organization
September 7, 2017, City Council Meeting

Recommendation

That Council adopt the attached amendment to the Administration Ordinance.

Discussion

As previewed at the August 17 meeting, the proposed amendment formalizes several reporting structure changes to the organization of city staff over the past several years. The changes reflect the elimination of the Community Services and subsequent Community Development Divisions, and provide for divisional changes for the code enforcement, municipal court, the City Hall receptionist/cashier, building maintenance, and the Amphitheater operations.

Budget Impact

This item should have no budgetary impact.

AN ORDINANCE TO AMEND ARTICLE IV, DIVISION 1, SECTION 2-126, OF THE ADMINISTRATION ORDINANCE OF PEACHTREE CITY, GEORGIA, AS AMENDED, TO PROVIDE FOR THE ORGANIZATION OF CITY DEPARTMENTS AND DIVISIONS; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO ESTABLISH AN EFFECTIVE DATE; 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. Chapter 2, Article IV, Section 2-126, as amended, be further amended to read as follows:

Sec. 2-126. - Organization.

- (a) The municipal government workforce shall be organized into ~~six divisions~~ and departments reporting to the city manager as follows:
- (1) The administrative services division, headed by the administrative services director, city clerk, or city manager, shall be responsible for the ~~municipal court~~, public information, city clerk, and library functions.
 - (2) The ~~community services~~ planning and development division, headed by the ~~community services~~ planning and development director, shall be responsible for planning, zoning, building inspection, and ~~code enforcement~~ library, recreation, and ~~special events~~ functions.
 - (3) The financial services division, headed by the financial services director, shall be responsible for the financial, accounting, treasury, information technology, municipal court, city hall customer service, purchasing, payroll, accounts receivable, accounts payable and budgeting functions.
 - (4) The human resources and risk management division, headed by the director of human resources and risk management, shall be responsible for human resources and risk management, including workers' compensation and safety functions.
 - (5) The public safety division shall be divided into two separate departments, each of which shall be regarded as a division:
 - a. The police department, headed by the police chief, shall be responsible for law enforcement, security, and safety education ~~and code enforcement~~ functions.
 - b. The fire department, headed by the fire chief, shall be responsible for fire suppression, fire prevention, fire inspections, fire investigations, public fire and life safety education, technical rescue, hazardous materials response and mitigation, emergency planning and management, and emergency medical services functions.
 - (6) The public services division, headed by the public services director, shall be responsible for the stormwater and public works functions including ~~buildings and grounds maintenance~~ and the maintenance of city buildings, facilities, properties, infrastructure, vehicles and equipment, engineering services, stormwater, signage, and recycling functions.
 - (7) The recreation and special events department, headed by the recreation director, shall be responsible for recreation, special events, amphitheater, and grounds maintenance and landscaping functions. ~~director of the city's amphitheater will report directly to the city manager.~~

(b) Each director or chief oversees the operations of the respective division and supervises the department heads within the division. The directors/chiefs report directly to the city manager, serving in the capacity of chief administrative officer, and, along with the city manager and his department head designees, comprise the city's ~~senior management~~ executive leadership team.

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

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

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

This _____ day of _____ 2017.

Vanessa Fleisch, Mayor

Attest: _____
City Clerk

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: August 25, 2017

SUBJECT: Consider Taxation Ordinance Amendment – Department of Responsibility
September 7, 2017, City Council Meeting

Recommendation

That Council adopt the attached amendment to the Taxation Ordinance.

Discussion

The Taxation Ordinance establishes several City imposed taxes, including the Occupational Tax on businesses, Insurance Tax, Bank Tax, and Hotel/Motel (Lodging) Tax, and establishes the City Clerk as the department responsible for collection of the taxes.

In practice, many of these taxes have always been remitted directly to and managed by the Financial Services Division. With the software system upgrades in 2015 and 2016, Finance has assumed oversight of the City Hall cashiering positions, placing the remaining taxes addressed in this amendment directly under that division. The attached amendment formalizes that change.

Budget Impact

This item should have no budgetary impact.

AN ORDINANCE TO AMEND ARTICLE II, ARTICLE III, ARTICLE IV, AND ARTICLE V OF THE TAXATION ORDINANCE OF PEACHTREE CITY, GEORGIA, AS AMENDED, TO PROVIDE FOR THE RESPONSIBLE DEPARTMENT ADMINISTRATION, COLLECTION, AND ENFORCEMENT OF TAXES; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO ESTABLISH AN EFFECTIVE DATE; 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. Chapter 74, Article II, as amended, be further amended to read as follows:

ARTICLE II. - OCCUPATIONAL TAXES

Sec. 74-36. - Required; occupation tax required for business dealings in the city.

- (a) Each person engaged in any business, trade, profession or occupation in the city, whether with a location in the city or in the case of an out-of-state business with no location in the state exerting substantial efforts within the state pursuant to O.C.G.A. § 48-13-7, shall pay an occupation tax for the business, trade, profession or occupation, which tax and any applicable registration shall be displayed in a conspicuous place in the place of business if the taxpayer has a permanent business location in the city. If the taxpayer has no permanent business location in the city, such occupational tax registration shall be shown to the ~~city clerk~~ financial services director or designee, code enforcement officer and/or police officers of the city, upon request.
- (b) The following businesses are not covered by the provisions of this article but may be assessed an occupation tax or other type of tax pursuant to the provisions of other general laws of the state or by act of local law:
 - (1) Those businesses regulated by the Georgia Public Service Commission.
 - (2) Those electrical service businesses organized under O.C.G.A. Chapter 3 of Title 46.
 - (3) Any farm operation for the production from or on the land of agricultural products, but not including agribusiness.
 - (4) Cooperative marketing associations governed by O.C.G.A. § 2-10-105.
 - (5) Insurance companies governed by O.C.G.A. § 33-8-8.
 - (6) Motor common carriers governed by O.C.G.A. § 46-7-15.
 - (7) Those businesses governed by O.C.G.A. § 48-5-355.
 - (8) Agricultural products and livestock raised in the state governed by O.C.G.A. § 48-5-356.
 - (9) Depository financial institutions governed by O.C.G.A. § 48-6-93.
 - (10) Facilities operated by a charitable trust governed by O.C.G.A. § 48-13-55.
 - (11) Persons engaged in recreation activities sponsored by the parks and recreation department of the city.

(12) The following classes of persons may peddle, conduct business, or practice the professions and semiprofessions without paying an occupation tax, administrative fee, or regulatory fee for the privilege of so doing:

- a. Any disabled veteran of any war or armed conflict in which any branch of the armed forces of the United States engaged, whether under United States command or otherwise;
- b. Any blind person; or
- c. Any veteran of peace-time service in the United States armed forces who has a physical disability incurred during the period of such service;

provided such person receives a certificate of exemption issued by the commissioner of veterans service, has furnished proof of disability, and provides documentation that the person making application is a resident of this state and that the income of such person is such that he or she is not liable for the payment of state income taxes, subject to O.C.G.A. § 43-12-1, et. seq.

Sec. 74-38. - Administration.

The ~~city clerk~~ financial services director shall administer and enforce the provisions of this chapter for the levying and assessment and collection of the occupational tax and penalties. The clerk shall have the power and authority to make and publish reasonable rules and regulations not inconsistent with this chapter or other laws of the city and the state, or the constitution of the state or the United States, for the administration and enforcement of the provisions of this chapter and the collection of the occupational tax fees.

Sec. 74-39. - Occupation tax levied.

An occupational tax shall be levied upon those businesses and practitioners of professions and occupations with one or more locations or offices in the corporate limits of the city and/or upon the applicable out-of-state businesses with no location or office in Georgia pursuant to O.C.G.A. 48-13-7 based on the number of employees of the business or practitioner. The tax rate shall be that rate adopted by the city council and maintained by the ~~city clerk~~ financial services director.

Sec. 74-48. - License transferable.

All occupational tax registrations shall be transferable for a business moving from one location to another if such person or business notifies the ~~city clerk~~ finance division in writing of such new address no later than the day of moving.

Sec. 74-58. - Appeals.

Any person who desires to contest the determination of the ~~city clerk~~ financial services director with respect to any provision of this chapter shall so notify the mayor in writing within ten days of such determination, specifying the reasons such person believes the determination of the clerk is incorrect. The mayor shall thereupon notify such person of the time and place of the next meeting of the council, or of an occupational tax review board consisting of not less than three

members of the council; and such aggrieved person may appear at such time and place to present arguments as to why the determination of the clerk is incorrect. The determination of the council or of the review board appointed by the council, as the case may be, with respect to the contested determination of the ~~clerk~~ financial services director shall be binding and conclusive upon such person.

Section 2. Chapter 74, Article III, as amended, be further amended to read as follows:

ARTICLE III. - INSURERS

Sec. 74-91. - Gross premiums tax.

(a) *Imposition.*

- (1) Gross premiums tax imposed on life insurers. There is levied an annual tax based solely upon gross direct premiums upon each insurer writing life, accident and sickness insurance within the city in an amount equal to one percent of the gross direct premiums received during the calendar year in accordance with O.C.G.A. § 33-8-8.1. "Gross direct premiums," as used in this section, shall mean gross direct premiums as used in O.C.G.A. § 33-8-4. The premium tax levied by this section is in addition to the license fees imposed by this article.
 - (2) Gross premiums tax, all other insurers. There is levied an annual tax upon each insurer insuring risks within the city in an amount equal to 2½ percent of the gross direct premiums received during the calendar year, excluding premiums tax imposed on life insurers, in accordance with O.C.G.A. § 33-8-8.2. "Gross direct premiums" as used in this section shall mean gross direct premiums as used in O.C.G.A. § 33-8-4. The premium tax levied by this section is in addition to the license fees imposed by the city.
- (b) *Due date.* The premium taxes levied by subsection (a) of this section are due and payable on January 15 each year. Gross premium taxes not paid by January 15 following the end of each calendar year shall be delinquent. The city council shall add the sum of 20 percent of the total amount of such tax for failure to pay the taxes on or before January 15 of each calendar year.
- (c) *Report.* Every insurance company doing business within the city and subject to the taxes imposed in this section shall file on or before January 15 following the calendar year with the city clerk finance division a report setting out complete information regarding the classes of insurance written, and the premiums received by class from policies written on risks residing or located within the city. Such report shall be made over affidavit of an officer of such company. It is declared to be a violation of this Code for any person or any person's agent to knowingly give false or incomplete information on any such report.
- (d) *Confidentiality.* All reports required to be filed under this section shall be confidential, and the information contained in such reports shall be solely for the use of the city council for administering this section.
- (e) *Enforcement.* The taxes levied by this section may be enforced by execution in the same manner as other taxes of the city.

Section 3. Chapter 74, Article IV, as amended, be further amended to read as follows:

ARTICLE IV. - FINANCIAL INSTITUTIONS

Sec. 74-128. - Filing of return.

Pursuant to O.C.G.A. § 48-6-93(c), each depository financial institution subject to the tax levied in this article shall file a return of its gross receipts with the ~~city clerk~~ financial services director on March 1 of the year following the year in which such gross receipts are measured. Such return shall be in the manner and in the form prescribed by the commissioner of the department of revenue based on the allocations method set forth in O.C.G.A. § 48-6-93(d). The ~~city clerk~~ financial services director shall assess and collect the tax levied pursuant to this article based upon the information provided in the return.

Section 4. Chapter 74, Article V, as amended, be further amended to read as follows:

ARTICLE V. - LODGING TAX

Sec. 74-167. - Determination, returns and payments.

- (a) *Due date of taxes.* All amounts of taxes levied in this article shall be due and payable monthly on or before the 20th day of every month next succeeding each respective monthly period.
- (b) *Return; time of filing; persons required to file; contents.* On or before the 20th day of the month following each monthly period, a return for the preceding monthly period shall be filed with the ~~city clerk~~ finance division showing the gross rent, rent from permanent residence, taxable rent, amount of tax collected or otherwise due for the related period, and such other information as may be required by the ~~city clerk~~ financial services director.
- (c) *Collection fee allowed operators.* Operators collecting the tax shall be allowed a percentage of the tax due and accounted for and shall be reimbursed in the form of a deduction in submitting, reporting and payment of the amount due if the amount is not delinquent at the time of payment. The rate of deduction shall be as established and as authorized for deduction by O.C.G.A. § 48-13-52.

Sec. 74-168. - Deficiency determinations.

- (a) *Recomputation of tax; authority to make; basis of recomputation.* If the ~~city clerk~~ financial services director is not satisfied with the return of the tax or the amount of the tax required to be paid to the city by any person, he may compute and determine the amount required to be paid upon the basis of any information within his possession or that may come into his possession. One or more deficiency determinations may be made of the amount due for one or more monthly periods.
- (b) *Interest and penalties on deficiency.* The amount of the determination shall incur penalties and bear interest at the rate established by the state law of Excise Tax on Rooms, Lodgings, and Accommodations found at O.C.G.A. §§ 48-13-50 et seq.
- (c) *Notice of determination; service of.* The ~~city clerk~~ financial services director or his designated representative shall give to the operator written notice of his determination. The notice may

be served personally or by mail; if by mail, such service shall be addressed to the operator at his address as it appears in the records of the city clerk financial services director. Service by mail is complete when delivered by certified mail with a receipt signed by the addressee.

- (d) *Time within which notice of deficiency determination to be mailed.* Except in the case of failure to make a return, every notice of a deficiency determination shall be mailed within three years after the 20th day of the calendar month following the monthly period for which the amount is proposed to be determined, or within three years after the return is filed, whichever period should last expire.

Sec. 74-169. - Determination if no return made.

- (a) *Estimate of gross receipts.* If any person fails to make a return, the city clerk financial services director shall make an estimate of the amount of the gross receipts of the person, or as the case may be, of the amount of the total rentals in this city which are subject to the tax. The estimate shall be made for the period or periods in respect to which the person failed to make the return and shall be based upon any information which is or may come into the possession of the city clerk financial services director. Written notice shall be given in the manner prescribed in this article.
- (b) *Interest and penalties on amount found due.* The amount of the determination shall include penalties and bear interest at the rate established by the state law of Excise Tax on Rooms, Lodgings, and Accommodations found at O.C.G.A. §§ 48-13-50 et seq.

Sec. 74-170. - Administration of article.

- (a) *Authority of city clerk financial services director.* The city clerk financial services director shall administer and enforce the provisions of this article for the collection of the tax imposed by this article.
- (b) *Records required from operators.* Every operator renting guest rooms in this city to a person shall keep such records, receipts, invoices and other pertinent papers in such form as the city clerk financial services director may require.
- (c) *Examination of records; audits.* The city clerk financial services director or any person authorized in writing by the city clerk financial services director may examine the books, papers, records, financial reports, equipment and other facilities of any operator renting guest rooms to a person and any operator liable for the tax, in order to verify the accuracy of any return made, or if no return is made by the operator, to ascertain and determine the amount required to be paid.
- (d) *Authority to require reports; contents.* In administration of the provisions of this article, the city clerk financial services director may require the filing of reports of any persons having in such persons' possession or custody information relating to rentals of guest rooms which are subject to the tax. The reports shall be filed with the city clerk financial services director and shall set forth the rental charge for each occupancy, the dates of occupancy, and such other information as the city clerk financial services director may require.

Section 5. 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 6. 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 7. This ordinance shall be in full force and effect upon its official adoption by the City Council.

This _____ day of _____ 2017.

Vanessa Fleisch, Mayor

Attest: _____
City Clerk

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: August 25, 2017

SUBJECT: Consider Golf Cart Ordinance Amendment – Department of Responsibility
September 7, 2017, City Council Meeting

Recommendation

That Council adopt the attached amendment to the Golf Cart Ordinance.

Discussion

The Golf Cart Ordinance designates the City Clerk as responsible for collection of the taxes.

In practice, many of these taxes have always been remitted directly to and managed by the Financial Services Division. With the software system upgrades in 2015 and 2016, Finance has assumed oversight of the City Hall cashiering positions, including the collection and billing for golf cart registrations. The attached amendment formalizes the operational changes that have been put into place.

Budget Impact

This item should have no budgetary impact.

AN ORDINANCE TO AMEND ARTICLE III – MOTORIZED CARTS, SECTION 78-92 OF THE TRAFFIC ORDINANCE OF PEACHTREE CITY, GEORGIA, AS AMENDED, TO PROVIDE FOR THE RESPONSIBLE DEPARTMENT FOR GOLF CART REGISTRATION/DECAL/TRANSFER REQUIREMENTS; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO ESTABLISH AN EFFECTIVE DATE; 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. Chapter 78, Article III, Section 78-92, subparagraphs (a) and (b), as amended, be further amended to read as follows:

Sec. 78-92. - Registration/decal/transfer requirements.

- (a) *Motorized carts.* It shall be the duty of every owner of an electric or gasoline-powered motorized cart that is operated over the recreation paths and streets and those areas accessible by the public within the corporate limits of the city to register the cart with the city within ten business days of the date of purchase. Two numerical decals shall be issued upon registration; and a record of each motorized cart number, along with the name and address of the owner, shall be maintained by the ~~city clerk's office~~ finance division. The decals must be affixed to the sides of the cart in such a manner as to be fully visible at all times. The failure to have a current registration and decal on a motorized cart shall be a violation of this section and subject the owner of such cart to the penalties set forth in section 1-11.
- (1) *Registration fee.* The registration fee shall be \$15.00 per year for each cart. Registered carts shall display the required numbered decal issued by the ~~office of the city clerk~~ finance division.
- (2) *Nonresident user fee.* In addition to the registration fee, an annual path system user fee shall be established by the mayor and city council and be charged for each cart registered by nonresidents of the city. The nonresident fee is due by January 31 each year and shall be paid annually until such time as the cart is released and decals are returned to the city.
- (3) *Assessment and proration of fees.*
- a. Resident registration fees shall be assessed as follows:
1. Registration year: \$45.00 (for the subsequent three-calendar year period);
 2. Year 1 - \$45.00 (\$30.00 on or after July 1);
 3. Year 2 - \$30.00 (\$15.00 on or after July 1);
 4. Year 3/new registration year - \$15.00 (\$45.00 for subsequent three-year period after registration renewals commence).
- b. Nonresident fees shall be assessed annually and shall be due by January 31 of the calendar year covered. The nonresident fee shall be prorated for carts purchased after January 31 of the first calendar year of ownership as follows:
1. Registration on or after April 1 - 75 percent;
 2. Registration on or after July 1 - 50 percent;

3. Registration on or after October 1 - 25 percent.

Failure to pay the annual registration and nonresident user fee by January 31 will result in a \$20.00 penalty and the cart shall be considered an unregistered cart after January 31 until such time as the annual fees and penalties are paid.

- c. Golf cart rental companies located within the city limits may register rental fleet carts annually.
 - d. Assessed registration and nonresident user fees shall remain with the cart and attached decals. Recovery of these fees upon the sale of a cart shall be part of the negotiated price between seller and buyer.
- (4) *Registration and payment deadline.* If a cart is not registered within ten business days of purchase, a \$20.00 penalty will be applied in addition to the registration fee; and the cart shall be considered an unregistered cart after the ten-business-day period. If the registration is not renewed within the designated renewal period of a registration year, a \$20.00 penalty will be applied in addition to the registration fee.
- (5) *Transfers.* Upon occurrence of a sale of the cart to another person who shall operate the cart over the recreation paths and streets of the city, the registration must be transferred to the new owner within ten business days of the change in ownership at a cost of \$15.00. If the new owner is not a city resident, the nonresident fees for the balance of the year shall be prorated as described in paragraph (3) above. If the registration is not transferred within ten business days, a \$20.00 penalty will be applied in addition to the \$15.00 transfer charge; and the cart shall be considered an unregistered cart after the ten-business-day period. Dealers acquiring a registered cart exclusively for resale (non-rental) shall not be required to pay the transfer charge, but shall notify the city of the transfer within ten business days of receiving the cart, and of the ultimate disposition of the cart within ten business days of sale.
- (6) *Special tourism events.* Council may, at its discretion, waive registration requirements for special events of a limited duration to which out-of-city residents may bring carts as participants.

Registration requirements will be waived for a five-day period beginning July 2 and ending July 6 for the annual 4th of July activities.

- (7) *Homeowner relocation.* In the event that a registered motorized cart owner changes his/her address or contact information after the motorized cart is registered, that owner shall have 60 days to provide their new contact information to the city clerk's office finance division. If the ownership information is not updated within 60 days of relocation, a \$20.00 penalty will be applied and the cart shall be considered an unregistered cart after the 60-day period.

City residents relocating outside the corporate city limits shall be responsible for the annual nonresident user fee for all registered carts. The fee shall be prorated for the first year of payment as described in paragraph (3) above.

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

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

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

This _____ day of _____ 2017.

Vanessa Fleisch, Mayor

Attest: _____
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

FROM: Jonathan N. Rorie, City Manager 

DATE: September 1, 2017

SUBJECT: Non-Profit Funding Agreement – Fayette Senior Services, Inc.
September 7, 2017 City Council Consent Agenda

Recommendation:

That Council authorizes Mayor Fleisch to sign the agreement for services and non-profit funding support for Fayette Senior Services, Inc. for a time period of October 1, 2017 through September 30, 2018.

Discussion:

At the June 15, 2017 City Council meeting, Council approved the request for funding from Fayette Senior Services, Inc. for \$15,000.00 for FY 2018. The attached document is the required agreement between Fayette Senior Services, Inc. and the City for services to be provided by Fayette Senior Services, Inc. for residents of Peachtree City as it relates to providing transportation, meals and social functions for those who are senior citizens. For continued consideration of support, the non-profit funding request needs to be submitted by Fayette Senior Services on an annual basis for consideration to be included in the next FY budget as is outlined in CAR 8-3.

Budget Impact:

The budget impact to the City would be \$15,000.00 and funds have been included in the FY2018 budget for this item in account 100-1505-572020.

STATE OF GEORGIA
COUNTY OF FAYETTE

AGREEMENT

This Agreement entered into this ____ day of _____, 2017, by and between FAYETTE SENIOR SERVICES, INC. (hereinafter "FSS"), and the CITY OF PEACHTREE CITY, GEORGIA (hereinafter "City").

WHEREAS, FSS provides services to residents of Fayette County, Georgia, including residents of Peachtree City, Georgia who are senior citizens including, but not limited to, transportation, providing meals, and social functions; and

WHEREAS, FSS has requested funding assistance from the City so as to continue to provide such services to residents of Fayette County and the City; and

WHEREAS, FSS is a qualified non-profit corporation pursuant to Section 501(c)(3) of the Internal Revenue Code; and

THEREFORE, and in consideration of the mutual terms and conditions contained herein the parties hereto agree as follows:

1.

In exchange for the services provided by FSS to the City and residents of the City, the City hereby agrees to pay the sum of \$15,000.00 for the period October 1, 2017 through and including, September 30, 2018.

Executed, the day and date first above mentioned.

FAYETTE SENIOR SERVICES, INC.

CITY OF PEACHTREE CITY,
GEORGIA

By: Nancy Meaders, President & CEO

By: Vanessa Fleisch, Mayor

STATE OF GEORGIA
COUNTY OF FAYETTE

AGREEMENT

This Agreement entered into this ____ day of _____, 2017, by and between FAYETTE SENIOR SERVICES, INC. (hereinafter "FSS"), and the CITY OF PEACHTREE CITY, GEORGIA (hereinafter "City").

WHEREAS, FSS provides services to residents of Fayette County, Georgia, including residents of Peachtree City, Georgia who are senior citizens including, but not limited to, transportation, providing meals, and social functions; and

WHEREAS, FSS has requested funding assistance from the City so as to continue to provide such services to residents of Fayette County and the City; and

WHEREAS, FSS is a qualified non-profit corporation pursuant to Section 501(c)(3) of the Internal Revenue Code; and

THEREFORE, and in consideration of the mutual terms and conditions contained herein the parties hereto agree as follows:

1.

In exchange for the services provided by FSS to the City and residents of the City, the City hereby agrees to pay the sum of \$15,000.00 for the period October 1, 2017 through and including, September 30, 2018.

Executed, the day and date first above mentioned.

FAYETTE SENIOR SERVICES, INC.

CITY OF PEACHTREE CITY,
GEORGIA

By: Nancy Meaders, President & CEO

By: Vanessa Fleisch, Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

FROM: Jonathan N. Rorie - City Manager 

DATE: September 1, 2017

SUBJECT: Non-Profit Funding Agreement – Promise Place
September 7, 2017 City Council Consent Agenda

Recommendation:

That Council authorizes Mayor Fleisch to sign the agreement for services and non-profit funding support for Promise Place for a time period of October 1, 2016 through September 30, 2017.

Discussion:

At the June 15, 2017 City Council meeting, Council approved the request for funding from Promise Place for \$10,000.00 for FY 2018. The attached document is the required agreement between Promise Place and the City for services to be provided by Promise Place for residents of Peachtree City as relates to domestic violence. For continued consideration of support, the non-profit funding request needs to be submitted by Promise Place on an annual basis for consideration to be included in the next FY budget as is outlined in CAR 8-3.

Budget Impact:

The budget impact to the City would be \$10,000.00, and funds have been included in the FY2018 budget for this item in account 100-1505-572020.

STATE OF GEORGIA
COUNTY OF FAYETTE

AGREEMENT

This Agreement entered into this ____ day of _____, 2017, by and between FAYETTE COUNTY COUNCIL ON DOMESTIC VIOLENCE, INC., D/B/A PROMISE PLACE (hereinafter "PROMISE PLACE"), and the CITY OF PEACHTREE CITY, GEORGIA (hereinafter "City").

WHEREAS, PROMISE PLACE provides services to residents of Fayette County, Georgia, including residents of Peachtree City, Georgia who are victims of domestic violence; and

WHEREAS, in providing such services, PROMISE PLACE assists the Police Department of the City; and

WHEREAS, PROMISE PLACE has requested funding assistance from the City so as to continue to provide such services to residents of Fayette County and the City; and

WHEREAS, PROMISE PLACE is a qualified non-profit corporation pursuant to Section 501(c)(3) of the Internal Revenue Code; and

THEREFORE, and in consideration of the mutual terms and conditions contained herein the parties hereto agree as follows:

1.

In exchange for the services provided by PROMISE PLACE to the City and residents of the City, the City hereby agrees to pay the sum of \$10,000.00 for the period October 1, 2017 through and including, September 30, 2018.

Executed, the day and date first above mentioned.

FAYETTE COUNTY COUNCIL ON
DOMESTIC VIOLENCE, INC.

CITY OF PEACHTREE CITY,
GEORGIA

By: Vanessa Wilkins, Executive Director

By: Vanessa Fleisch, Mayor

STATE OF GEORGIA
COUNTY OF FAYETTE

AGREEMENT

This Agreement entered into this ____ day of _____, 2017, by and between FAYETTE COUNTY COUNCIL ON DOMESTIC VIOLENCE, INC., D/B/A PROMISE PLACE (hereinafter "PROMISE PLACE"), and the CITY OF PEACHTREE CITY, GEORGIA (hereinafter "City").

WHEREAS, PROMISE PLACE provides services to residents of Fayette County, Georgia, including residents of Peachtree City, Georgia who are victims of domestic violence; and

WHEREAS, in providing such services, PROMISE PLACE assists the Police Department of the City; and

WHEREAS, PROMISE PLACE has requested funding assistance from the City so as to continue to provide such services to residents of Fayette County and the City; and

WHEREAS, PROMISE PLACE is a qualified non-profit corporation pursuant to Section 501(c)(3) of the Internal Revenue Code; and

THEREFORE, and in consideration of the mutual terms and conditions contained herein the parties hereto agree as follows:

1.

In exchange for the services provided by PROMISE PLACE to the City and residents of the City, the City hereby agrees to pay the sum of \$10,000.00 for the period October 1, 2017 through and including, September 30, 2018.

Executed, the day and date first above mentioned.

FAYETTE COUNTY COUNCIL ON
DOMESTIC VIOLENCE, INC.

CITY OF PEACHTREE CITY,
GEORGIA

By: Vanessa Wilkins, Executive Director

By: Vanessa Fleisch, Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jonathan Rorie, City Manager 
Mike Warrix, AICP, Planning & Development Director

FROM: Robin Cailloux, Senior Planner 

DATE: September 7, 2017

SUBJECT: Public Hearing: Consider Amendment to Section 908 of the Zoning Ordinance,
Create a Special Event Permit

Recommendation:

Approval of the proposed ordinance amendment to Section 908 of the Zoning Ordinance in order to create a Special Event Permit.

Discussion:

The City ordinances are inconclusive in regards to special events, which has resulted in some confusion in administering the ordinance. The current special event permit language the Planning Department administers is located in the Sign ordinance and only regulates signage for special events. It does not provide guidance pertaining to public safety, noise, or other potential impacts of special events.

The Planning staff has coordinated with the Recreation and Special Events Department, The City Clerk, and the Fire Marshal to develop the proposed ordinance. Although the term "Special Event" is used in multiple City departments, changing the name after decades of use could confuse citizens and staff. Therefore, staff recommends keeping the term and referring to the other Special Event permits in the ordinance to clarify the differences.

The proposed ordinance will not conflict with existing definitions or standards in the Alcoholic Beverages or Signs chapters. The placement of the ordinance should be in the Zoning Ordinance rather than the Sign Ordinance, but will reference the existing code. The proposed ordinance also clarifies that this type of special event permit is not for City-owned property, and those permits should be reviewed by the Special Event Team as per Section 54-18.

Staff recommends that a Special Event Permit should only be required for non-residential and non-governmental property. Residential zoning districts would be exempt from having to get a special event permit.

Budget Impact:

There are no budget impacts associated with this request. The proposed ordinance codifies current City practices.

**AN ORDINANCE TO AMEND ARTICLE IX, SECTION 908.3,
OF THE PEACHTREE CITY ZONING ORDINANCE AND TO CREATE SECTION 908.11
TO PROVIDE FOR THE CREATION OF A SPECIAL EVENTS PERMIT; TO REPEAL CONFLICTING
ORDINANCES; TO PROVIDE FOR SEVERABILITY; AND FOR OTHER PURPOSES**

NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEACHTREE CITY, GEORGIA, THAT:

Section 1. Article IX, Section 908.3 of the Zoning Ordinance of the City of Peachtree City, Georgia, as amended, is further amended by adding sub-paragraph (j) and is to be codified as follows:

(908.3) Uses accessory to businesses and industries:

- (a) Off-street parking areas for customers, clients, and employees.
- (b) Off-street loading facilities.
- (c) Central trash collection dumpsters, provided they are effectively screened from view from any adjoining streets.
- (d) Completely enclosed buildings for the storage of supplies, stock, merchandise, and equipment.
- (e) Repair or service facility incidental to the principal use, provided that the operation of the repair or service facility does not constitute a nuisance to adjoining properties, and the operation is not otherwise specifically prohibited in the zoning district.
- (f) Exterior display and sales facilities including on-site signs, provided such use is not otherwise specifically prohibited in the zoning district.
- (g) The open, outside storage of building materials, junk, salvage, and inoperative vehicles is prohibited unless specifically permitted in the zoning district, and such use is properly screened from view from adjoining streets and properties.
- (h) Fences, walls, exterior lighting fixtures, and other general landscaping and site development facilities.
- (i) Outdoor display of merchandise, provided that the display of merchandise is in compliance with section 908.7.
- (j) Special events that occur outside of the normal daily operations, provided that a Special Event Permit is issued for the event in compliance with section 908.11.

Section 2. Article IX, Section 908.11 of the Zoning Ordinance of the City of Peachtree City, Georgia, as amended, is created and is to be codified as follows:

(908.11) Special Event Permit standards:

- (a) As used in this section, the terms below shall be defined as follows:
 - (1) Special event shall mean any organized activity having as its purpose entertainment, recreation and/or education, such as a festival, party, reception, celebration or assembly that takes place on private non-

residential property and not on governmental property. A special event is an event that occurs outside the normal daily operations on a property or development. Temporary outside sales and display of commodities for sale or lease are not considered special events, and shall comply with Section 908.7 of the Zoning Code.

- (2) Special Event Team shall mean the committee managed by the city's Recreation and Special Events Department that reviews events proposed on city-owned land per Section 54-8. Special events occurring on public property and those that have city-wide logistical impacts shall be reviewed by the Special Event Team.
- (b) A special event permit shall be issued by the Planning Director or his/ her designee in accordance with the following criteria:
 - (1) Application: Prior to erecting facilities or placing signage, an application for a permit shall be approved by the Planning and Development Department. The application shall be signed by the property owner or legal agent of the site where the event will take place.
 - (2) Public safety: Applicant must demonstrate that the event will not pose a health or safety hazard or be detrimental to the public welfare and that adequate police and fire services have been arranged for the special event.
 - (3) Parking and circulation: Applicant shall estimate the anticipated number of attendees per hour and show that adequate parking and safe traffic circulation will be provided.
 - (4) Tents, inflatables, and other temporary structures: Tents over 100 square feet require approval from the Fire Marshal prior to the issuance of a Special Event permit. Temporary structures, tents and inflatables are not required to meet zoning setback requirements; however, none may be placed in a manner that creates a safety hazard for drivers and the general public. Generators shall be located to minimize impacts on surrounding parcels, and shall be turned off by 11 PM when the property on which the event occurs is directly adjacent to residentially-zoned land or a city-owned greenbelt or greenspace. All other generators must be turned off by midnight.
 - (5) Amplified sound: Amplified sound must be turned off by 11 PM when the property on which the event occurs is directly adjacent to residentially-zoned land or a city-owned greenbelt or greenspace. Amplified sound must be turned off by midnight for all other special events.
 - (6) Timeframe: The maximum number of special event permits to be issued to a single premise in a business, office or industrial district shall be four (4) per year. Each permit shall be issued for no more than seven consecutive calendar days.
 - (7) Signage and spectacular devices: Signage and other spectacular devices shall comply with Sections 66-5 and 66-19.
 - (8) Fireworks: Use of fireworks shall comply with State of Georgia standards.
 - (9) Waste and Restrooms: Applicant shall demonstrate adequate access to restroom facilities. Applicant shall have a plan for disposal of waste generated from the special event.
 - (10) Obtaining a special event permit does not rescind the applicant from obtaining other permits required by city ordinances such as food vendor permits or alcohol licenses.
 - (11) A special event permit shall not be rejected based upon the message conveyed by the event or the persons proposed to be participating in the

event. All decisions with respect to the special event shall be based solely on the criteria set forth in this Section 908.11.

Section 3. 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 4. 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 5. This ordinance shall be in full force and effect upon its official adoption by the City Council.

This _____ day of _____ 2017.

Vanessa Fleisch, Mayor

Attest: _____
Betsy Tyler, City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: Jonathan N. Rorie, City Manager

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

DATE: September 1, 2017

SUBJECT: Consider Contract Change Order – Peachtree Parkway Headwall Guardrail
September 7, 2017, City Council Meeting

Recommendation

That Council approve a \$56,083 change order for North Georgia Concrete to replace a guardrail on Peachtree Parkway North at Flat Creek Road.

Discussion

Peachtree City has contracted with North Georgia Concrete for repairs to the outflow headwall and surrounding bank of a stormwater pipe under Peachtree Parkway North at Flat Creek Road. As part of the project, the guardrail on the western side of the road must also be replaced. North Georgia Concrete, has provided a quote to add this work to their existing contract for the project for \$56,083. This amount requires Council approval.

While the original project falls under the Stormwater budget, the guardrails cannot be paid from that fund. However, funding is available under the Bridge Maintenance line item in the current year Capital Improvements Program (CIP) Fund.

Budget Impact

Funding for this change order is available in the CIP (Account - 335-4110-541400; Project - 15-CWBRDGM).

STAFF REPORT

CITY COUNCIL

TO: Mayor and City Council

VIA: Jonathon Rorie, City Manager 
Mike Warrix, AICP, Planning & Development Director

FROM: Robin Cailloux, 
Senior Planner

DATE: September 7, 2017

SUBJECT: Public Hearing: Consider Variance Request, GR-12 Zoning Rear Setback Requirement, 239 Masters Drive South

Case Number:	PV17-0006
Request:	Variance from Section 1004.4 (h), Zoning Ordinance 11-foot encroachment into 20-foot rear setback
Property Location:	239 Masters Drive South, Lot 36 The Fairways
Current Zoning:	GR-12, General Residential
Parcel Size:	0.14 Acres
Property Owner/ Applicant	Timothy & Melissa Risley

Request

The Applicant is requesting relief in the form of a variance from the rear setback requirement [Section 1004.4(h)] of the GR-12, General Residential zoning district which requires a minimum rear building setback of 20 feet. The Applicant proposes to construct a sunroom, encroaching into the rear setback by approximately 11 feet. The existing home is in compliance with other GR setbacks.

As part of the application, the Applicant has included a justification narrative, site plans/ plat showing the proposed improvement, plans for the sunroom, and letters of support from adjacent property owners and the Home Owners Association.

Subject Property

The property is in the Fairways subdivision and backs up to the Braelinn Golf Course. There is a history of variance requests for rear setback encroachments in this subdivision, summarized below:

- 226 Masters Drive South: two-foot (2 FT) encroachment for new sunroom construction, approved in 1999
- 124 Masters Drive North: nine-foot (9 FT) encroachment of existing deck, approved in 2001

239 Masters Drive South Variance Request

Page 2

- 108 Masters Drive North: two-foot (2 FT) encroachment of existing home, approved in 2005
- 240 Masters Drive South: three-foot (3 FT) encroachment for existing deck enclosure, approved in 2012

Variance Consideration

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

- (a) The request is in harmony with the intent of the zoning ordinance*
- (b) The application of rear setbacks on this property would create a hardship. There must be some extraordinary conditions on this property (such as size, shape, or topography) that similarly zoned properties do not have to contend with.*

Variance Criteria

Section 1207 of the Peachtree City Zoning Ordinance states the City Council shall not grant a variance unless all of the following findings can be made

- (a) There are special circumstances applicable to the property, including location, shape, size, surroundings, or topography so that the strict application of this ordinance denies the property of privileges enjoyed by other property in the vicinity and under identical zoning district classification;*

Staff Comment: Other than the small lot size, similar to other lots in the Fairways subdivision, there are no special circumstances are applicable to the property.

- (b) The strict or literal interpretation and application of this ordinance would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the Zoning Ordinance, or would deprive the Applicant of privileges granted to others in similar circumstances;*

Staff Comment: No evidence of practical difficulties or unnecessary hardship was presented as part of the application.

- (c) There are exceptional or extraordinary circumstances or conditions applicable to the property involved or the intended development of the property which preclude the applicant from complying with this ordinance and that do not apply generally to other property in the same zoning district and which prevent the applicant from complying with existing regulations;*

Staff Comment: There are no exceptional or extraordinary circumstances on the property that don't also apply to other lots in the subdivision

- (d) The granting of such variance will not constitute the granting of special privileges inconsistent with the limitations on other property in the same zoning district;*

239 Masters Drive South Variance Request

Page 3

Staff Comment: Granting this variance would constitute the granting of a special privilege inconsistent with the setback requirements on other property in the same zoning district.

- (e) *The granting of such variance will not be materially detrimental to the public health, safety, or general welfare nor injurious to property or improvements in the zone or neighborhood in which the property is located; and*

Staff Comment: Granting of a variance in this case would not be detrimental to public health, safety, or general welfare. The applicant has the support of adjoining property owners that would be most impacted should the addition be constructed as proposed.

- (f) *The granting of such variance will not create inconsistencies with any objective of the Comprehensive Plan.*

Staff Comment: Granting of the variance would not create any significant inconsistencies with the Comprehensive Plan, which encourages the protection of the character of existing neighborhoods as well as the redevelopment and reinvestment within neighborhoods.

Recommendation

Staff is of the opinion that the request for variance does not meet the standards required in the City ordinance and recommends denial. Should Council choose to approve the variance request, staff recommends the following conditions:

1. Following completion of construction and prior to issuance of the Certificate of Occupancy, the Applicant shall provide a Foundation Survey to the Building Official that identifies the location of new construction. The purpose of this survey is to ensure the new construction does not encroach any further into the rear setback than permitted by this variance.

ATTACHMENTS

To Peachtree City Variance board,

I am requesting a variance to my property at 239 Masters Drive S. Peachtree City GA. 30269 in the community of The Fairways. This is a cluster home development built by builder Bob Adams. There are 56 homes in neighborhood. Most lots are under 10,000 Sq. ft. in size.

The variance is requested due to the replacement of an existing wood open deck. A covered porch/deck that will extend 2 feet wider than the original deck will take its place. With the small lot sizes in this neighborhood the set back building rules do not allow for the 20 ft. set back by 2 inches off the back of house and 9 ft. off side of house. The new deck/porch will only extend 2 inches off back and the side will stay the same as it is now. (no movement towards neighbors house) There is 10'5" in between the houses at lot 35 and 36.

The lot size make this community a challenge to do any additions, but most have been approved in the recent past. The property lot 37(240 Master Dr.) right next to the Risleys on lot 38 (239 Masters Dr) was approved for a screened in above ground covered porch with set back variances. There are several patios and porches on the lots in this same neighborhood that have extended out past a 20 " set back. Fences also are erected in this community right on the property lines. Being a property owner in this neighborhood restricts your land use due to small lot sizes when being developed.

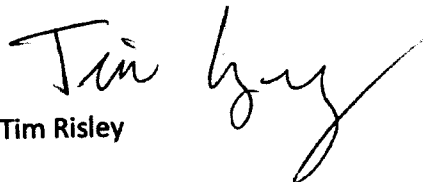
The build plans that are being submitted are consistent with the look and style of this home and all others in neighborhood. The new deck/porch will be built by a reportable licensed builder (Bob Adams) who built and developed the entire neighborhood and a lot of others throughout the City. The new deck/porch will have quality materials and be finished from start to Finish in approx.. 3-4 weeks. All HOA covenants and guidelines on plans have been approved by the HOA board of directors and architectural board. Both adjacent neighbors have viewed building plans and give their support on the build with no reservations.

The finished project will not diminish the rights, limit in any way, impede or interrupt the comfort of adjacent neighbors or any other property in area. It will not be materially detrimental to the public health, safety, or general welfare nor injurious to property or improvements in the zone or neighborhood. No trees will be removed or land disturbed. Any plants removed will be replaced by the same or more to finish off the project.

By the granting of this variance there is no special privilege constituted that will be inconsistent with other property limitations. Such variance will not create inconsistencies with any objective of comprehensive plan.

Attached are supporting documents for the boards review.

Thank you,

 8-15-2017
Tim Risley

Fairways Community Association, INC
P.O. Box 536
Sharpsburg, GA 30277
678-423-0555

NOTICE OF APPROVAL
Fairways Community Association, INC

August 16, 2017

Tim & Melissa Risley
239 Masters Drive South
Peachtree City GA 30269

RE: 239 Masters Drive South

Dear Owner:

Your Request for Architectural Change has been approved.

We reserve the right to make a final inspection of the change to make sure it matches the Request you submitted for Approval. Please follow the plan you submitted or submit an additional Request form if you cannot follow the original plan.

Application Request 2017-0018 is approved.

Specifically you have been approved to:

- 1. Remove current open deck on back of home**
- 2. Construct a new covered deck approximately the same size with some modification noted in the request as well as the addition of a covered roof.**
- 3. Color of deck and railed to be Brown**
- 4. Color of any trim to be the approved Navajo White.**
- 5. Color of hot tub sides, cover and lattice to be Brown**
- 6. Cement slab for hot tub to be stained brown**
- 7. Installation of Hot Tub in location noted specifically in the 2nd request**
- 8. Entire roof will be replaced with the approved Architectural Shingles, Driftwood by Oakridge. (Roof will be extended to cover part of hot tub)**

You must follow all local building codes and setback requirements when making any change. For some work a Building Permit may be needed. This can be applied for at the City Offices. Please be aware that under Article 6, Section 10 of the Covenants this approval expires after 120 days from the date of this letter (meaning that all work must be completed within the 120 days allowed) with the exception of approvals related to Covenant Infractions. Infractions must be corrected within 10 days. **Please contact your property manager after the task has been completed.**

Our approval here is only based on the aesthetics of your proposed change. This approval should not be taken as any certification as to the construction worthiness or structural integrity of the change you propose. Be aware that you are responsible for contacting the appropriate Utility Companies before digging.

We appreciate your cooperation in submitting this Request for Approval. An attractive Community helps all of us get the full value from our homes when we decide to sell.

Sincerely,
Fairways Community Association, INC
ALC Committee
and Board of Directors

To whom it may concern

15 August 2017

Neighbors Tim & Melissa Risley of 239 Master's Drive S.
Peachtree City (The Fairways Neighborhood) Are planning a
new deck and covered porch to replace the existing open deck.

I have reviewed the plans and conclude that it is acceptable
to me and will not interfere with my property or property
value.

I support the building plan and variance applied for.

A handwritten signature in cursive script, appearing to read "Allen Marchman".

Allen Marchman

238 Masters Drive S.

Peachtree City.

(left side neighbors to Risley Property)

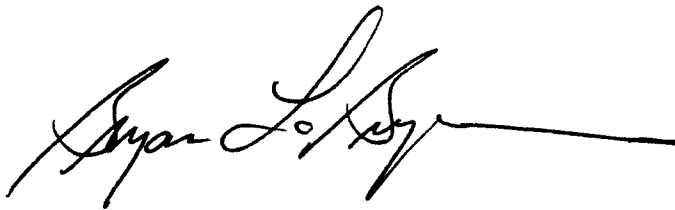
To whom it may concern

15 August 2017

*Neighbors Tim & Melissa Risley of 239 Master's Drive S.
Peachtree City (The Fairways Neighborhood) Are planning a
new deck and covered porch to replace the existing open deck.*

*I have reviewed the plans and conclude that it is acceptable
to me and will not interfere with my property or property
value.*

I support the building plan and variance applied for.

A handwritten signature in black ink, appearing to read "Bryan LaBrecque", followed by a long horizontal line extending to the right.

Bryan & Pam LaBrecque

240 Masters Drive S.

Peachtree City.

(right side neighbors to Risley Property)

BRAELINN ROAD
S88°42'53"W

MASTERS DRAIN SOUTH

C8:
R: 20.00
C: 13.42
C: 13.17
B: N69°30'28"W
D: 38°26'00"

36

35

34

NEW PORCH

20' SET BACK

The Fairways

6-7-93



EQUIPMENT USED IN PREPARING THIS
PLAT: TOPCON GTS 28 WITH EDNA
100' STEEL TAPE

THE FIELD DATA UPON WHICH THIS
MAP OR PLAT IS BASED HAS A
CLOSURE PRECISION OF ONE FOOT
IN 22750 FEET, AND AN ANGULAR
ERROR OF 00°00'10" PER ANGLE
POINT, AND WAS ADJUSTED USING
THE COMPASS RULE.

THIS MAP OR PLAT HAS BEEN
CALCULATED FOR CLOSURE AND
IS FOUND TO BE ACCURATE TO
WITHIN ONE HUNDRED THOUSANDTHS
OF AN INCH PER FOOT.

ALL CORNERS
ARE 64 PERCH (SPECIAL)

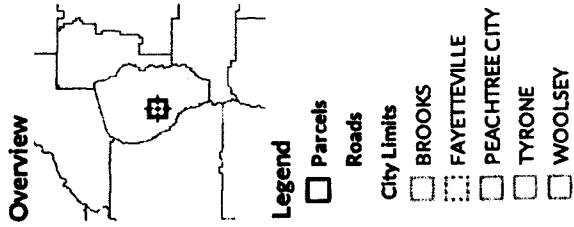


I HAVE THIS DATE, EXAMINED THE
FIA OFFICIAL FLOOD HAZARD MAP
AND FOUND REFERENCED LOT IS NOT
IN AN AREA HAVING SPECIAL FLOOD
HAZARDS.

Kenneth L. Nutt
KEN NUTT
P.L.S. NO. 2104

F.A. MAP
PAGE 15

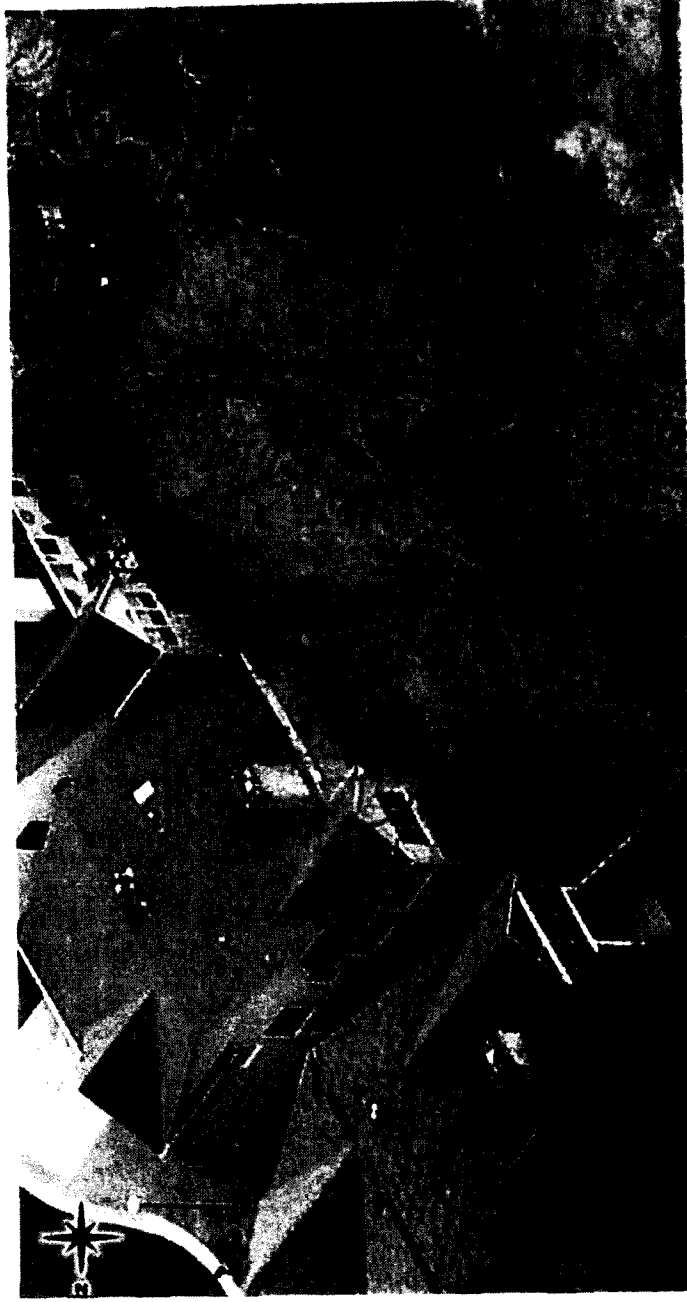
SUBDIVISION



Parcel ID	061206008	Alternate ID	n/a	Owner Address	CYNTHIA MARTIN, AS TRUSTEE, TESTAMENTARY TRUST FBO CYNTHIA AND STEVE MARTIN, DTD
Sec/Twp/Rng	23-93-	Class	R3		PEACHTREE CITY GA 30269
Property Address	239 MASTERS DR S	Acreage	n/a		
District	05				
Brief Tax Description	LOT 36 THE FAIRWAYS PH II THE FAIRWAYS PHASE II				
	(Note: Not to be used on legal documents)				

Date created: 8/7/2017
Last Data Uploaded: 8/7/2017 10:33:49 AM

239 MASTERS DRIVE SOUTH



Subject
Property

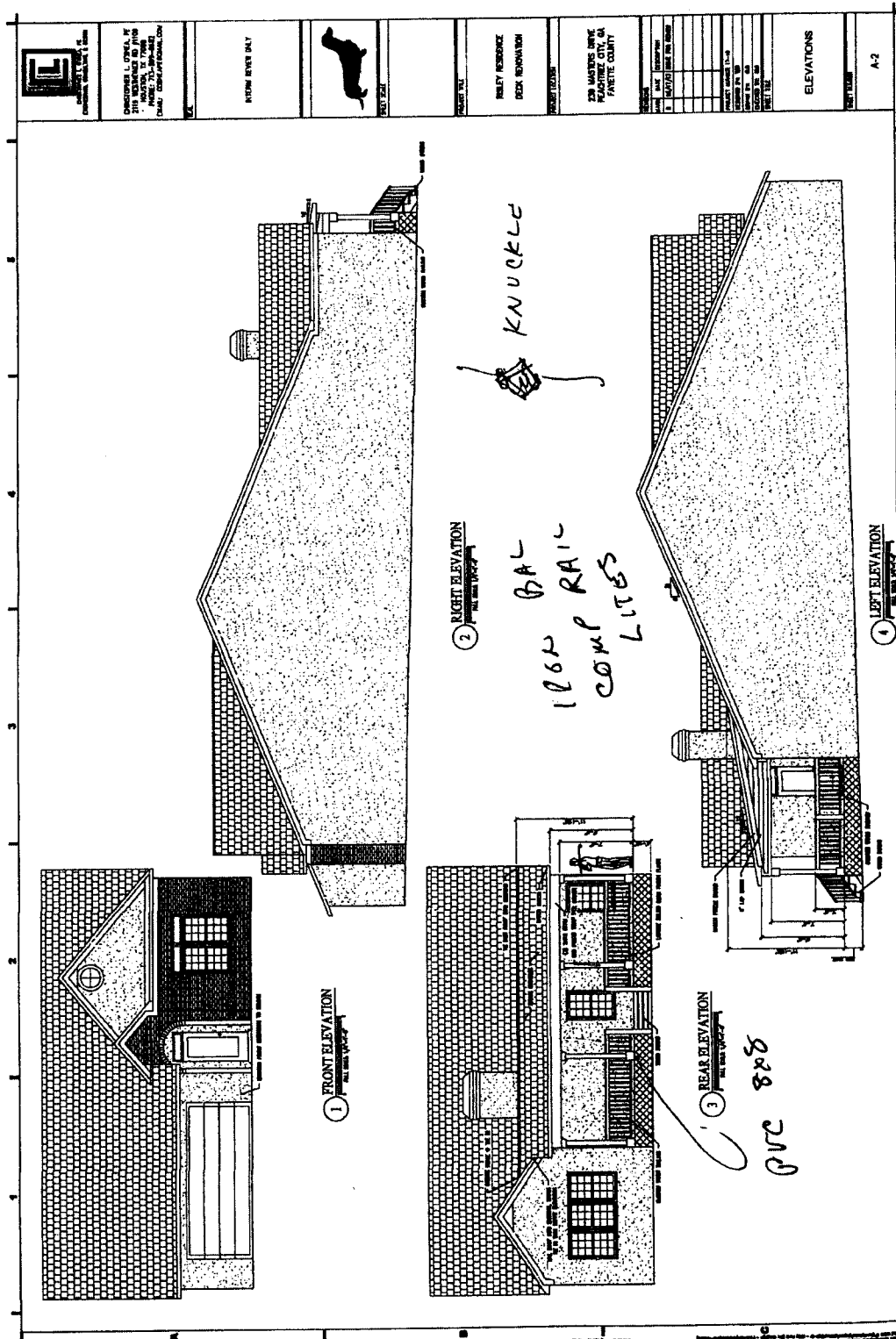
This property
receive a
Variance.

239 MASTERS DRIVE SOUTH

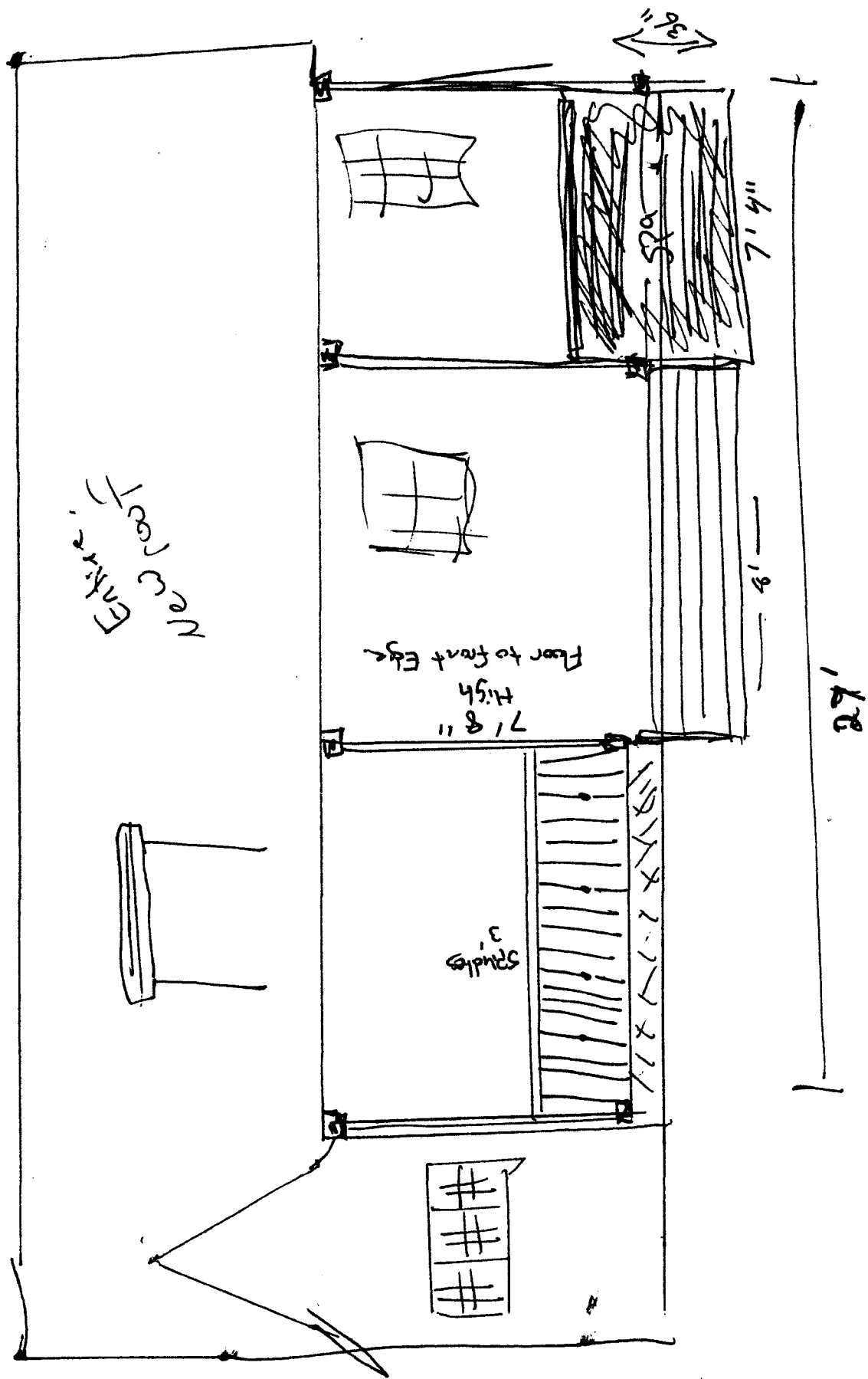


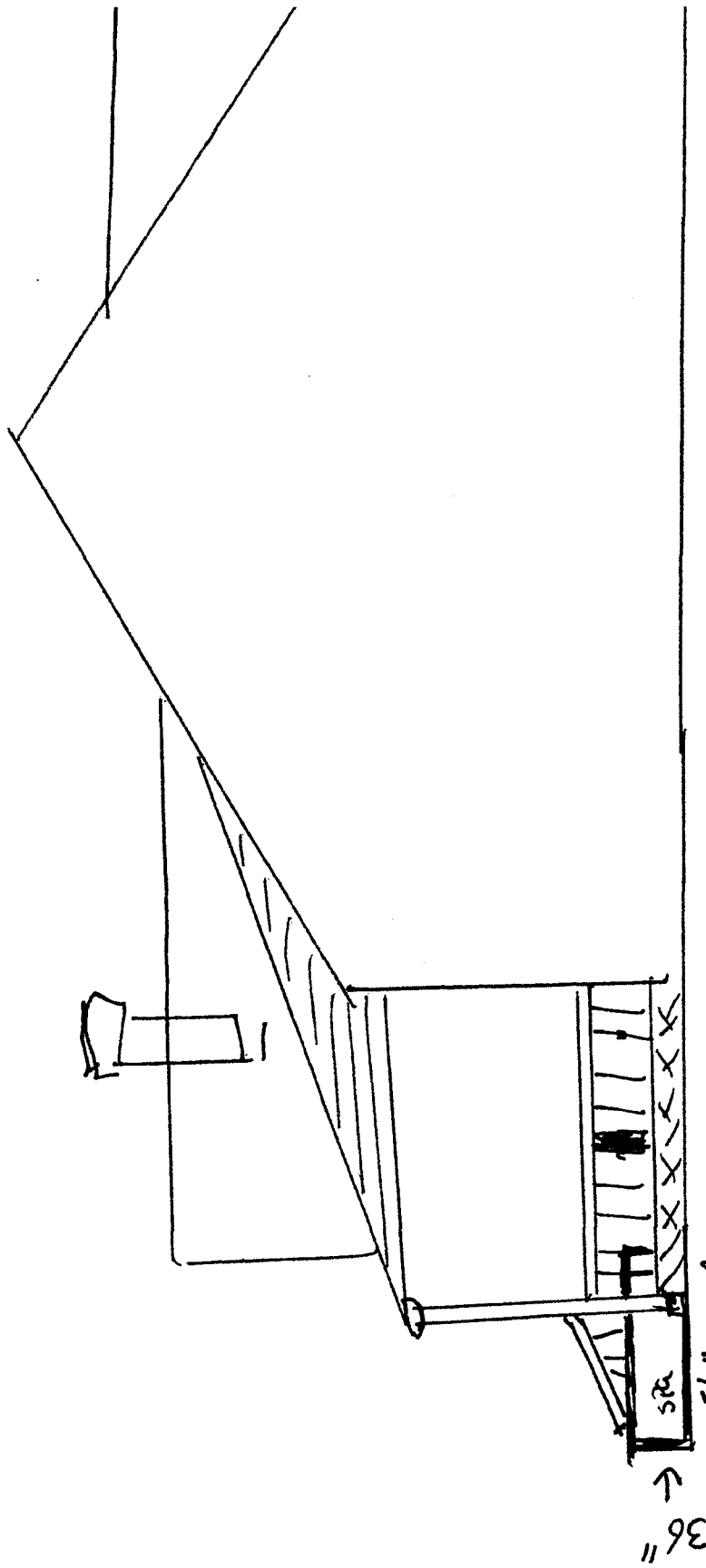
EXHIBIT A
2 OF 3

8/4/17



Rear Face





Side View.

House 27'

Deck is Brown treks boards

ceiling is Brown treks rail.

4 Post across front will be Navajo white.

Railing spindles will be Black iron.

Ceiling joist will be Douglas white -

Steps will be Brown treks boards -

xxxx Hot slab will be stained Brown -

Hot tub walks are Brown-

Hot tub locking cover will be Brown -

Any latus skirting around bottom of deck will be Bredin -

4

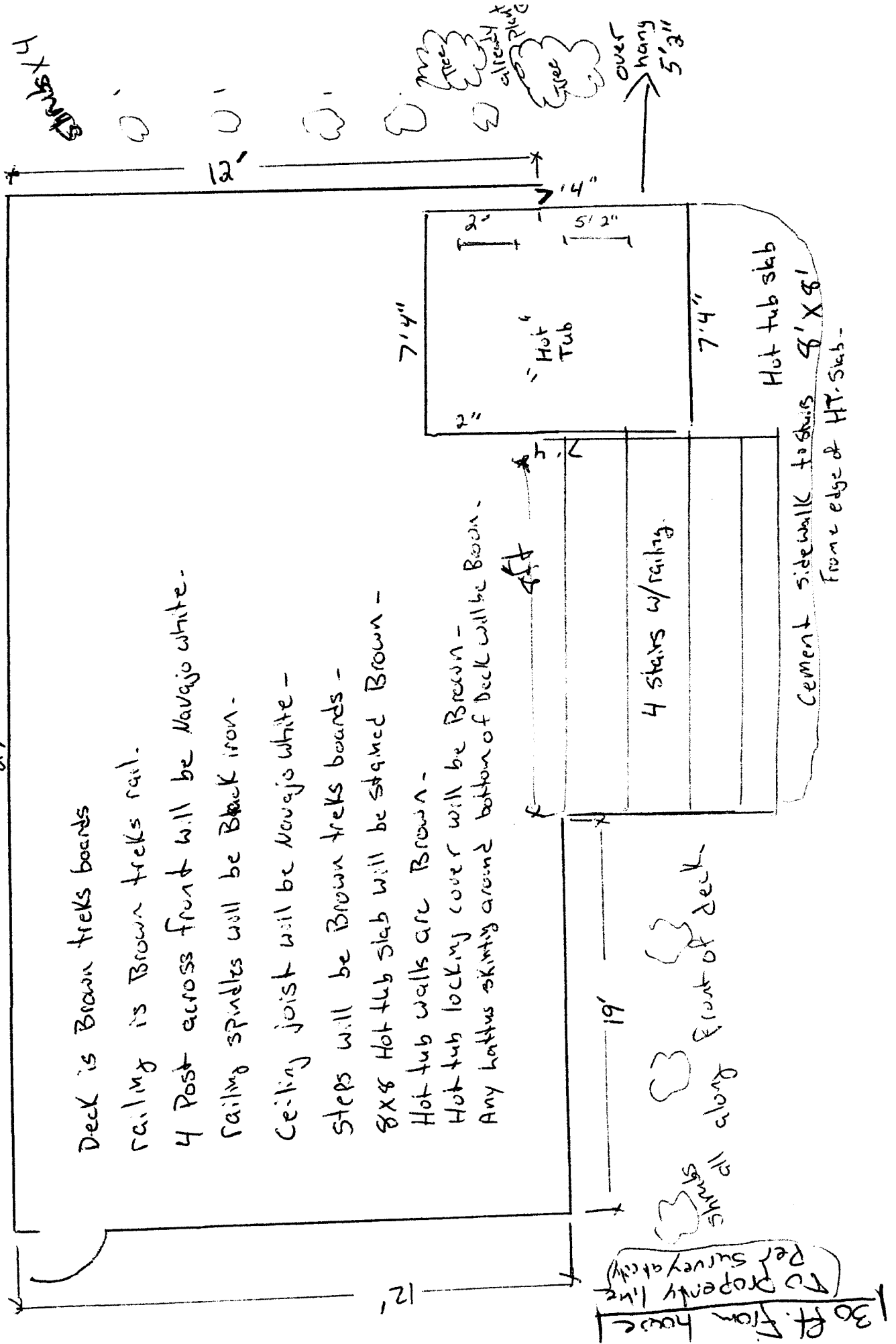
1/6
5/6
bap
Front of Desk

130 ft. from house
to property line
(Ref survey already)

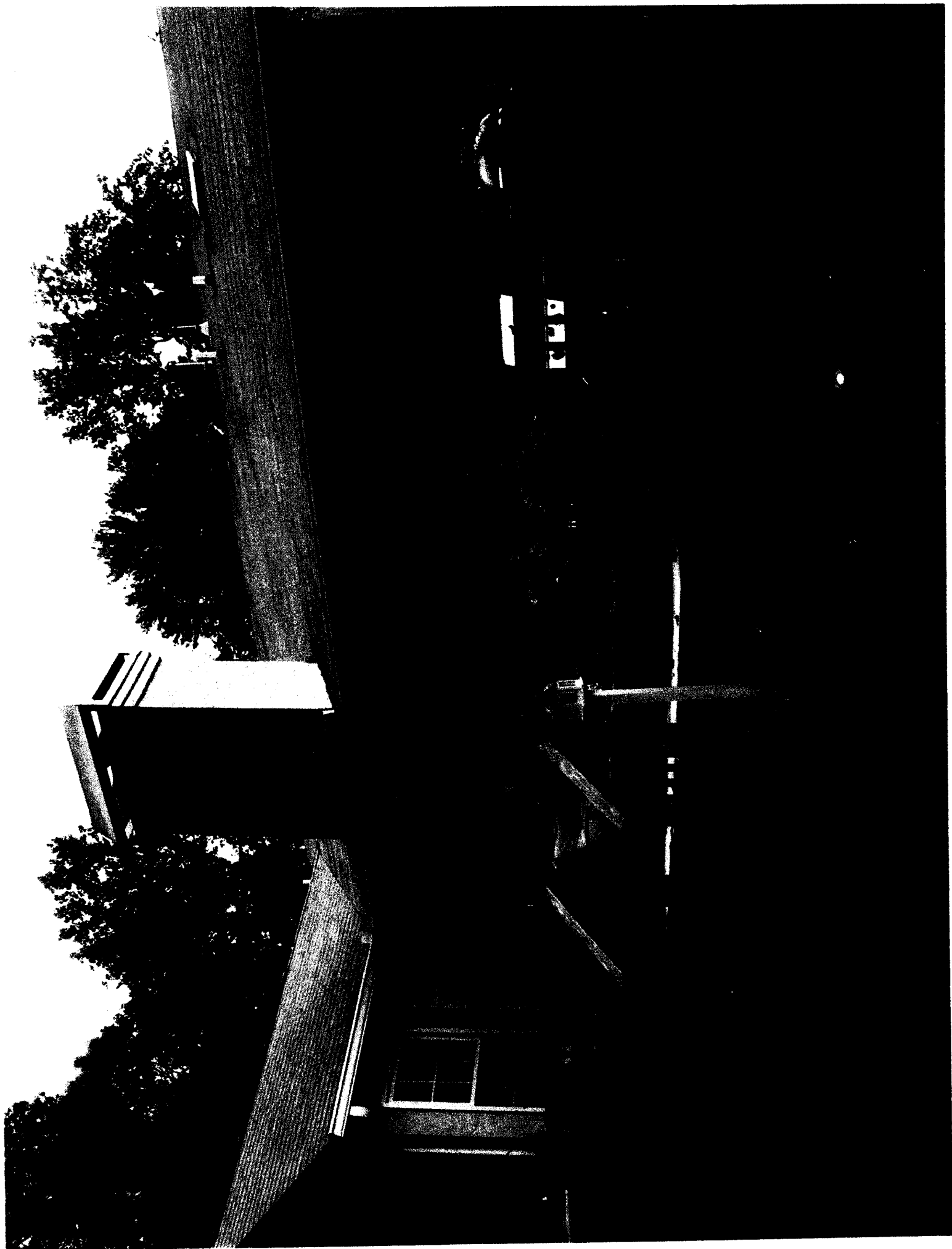
4 stars w/ railing.

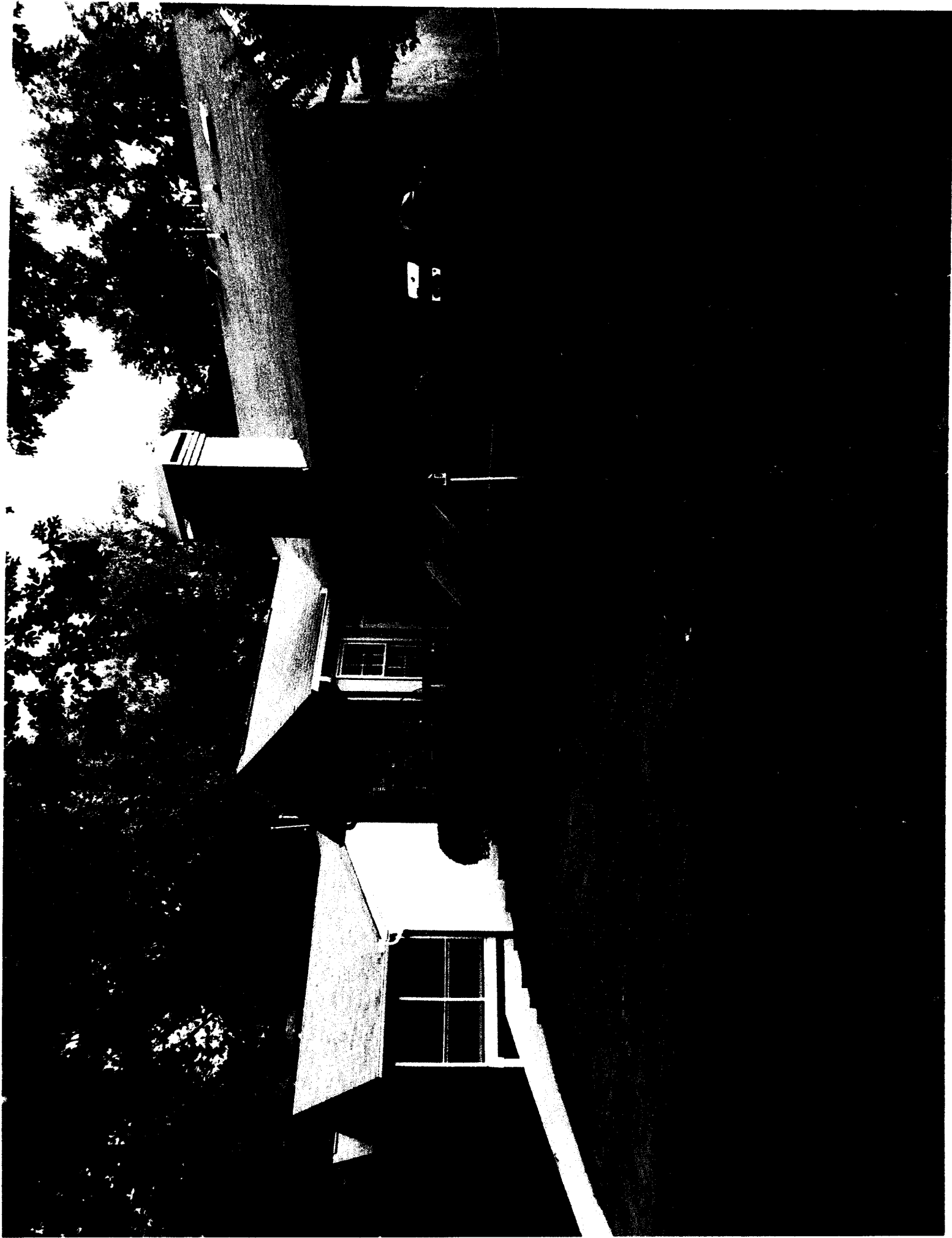
Hot tub slab

Cement sidewalk to stairs of X 8' Frame edge of H.P. Slat -











Similar
look

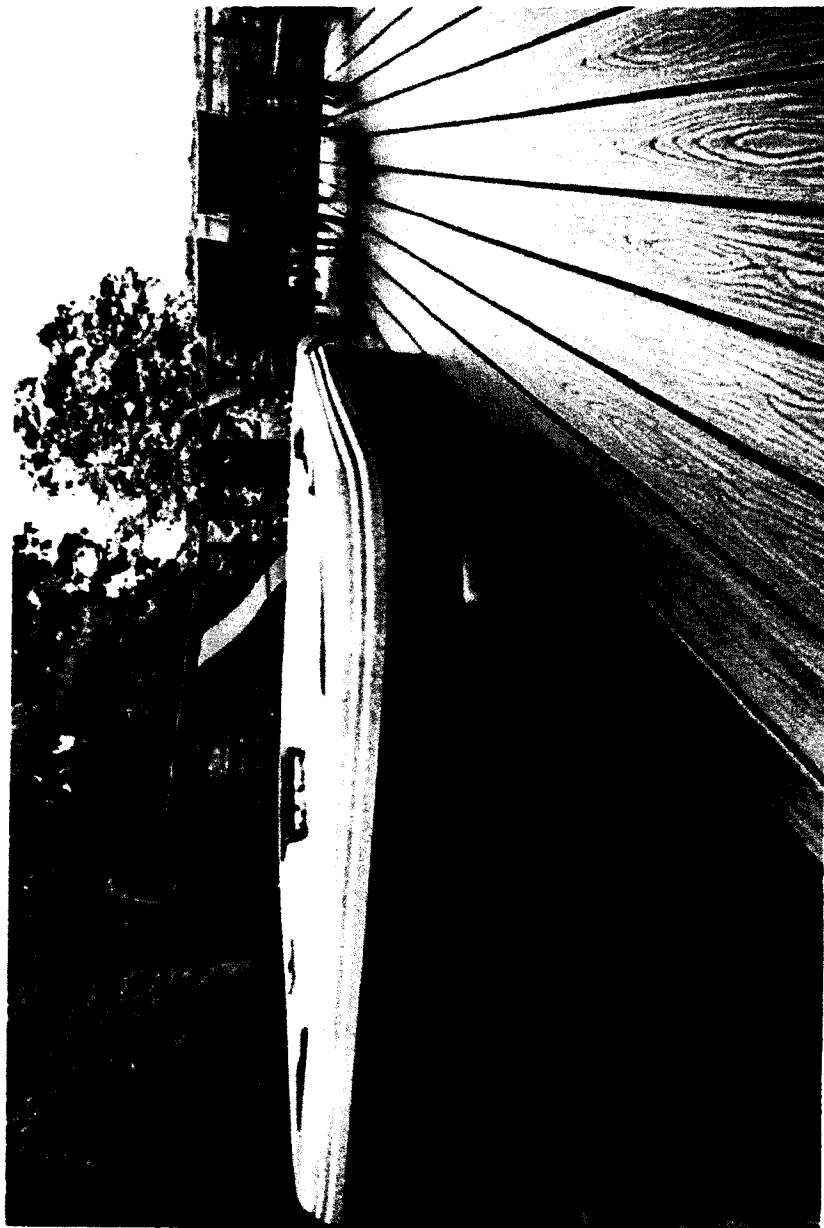
New deck



← will have
Brown wood
rail tops

stairs will go
off long side of Deck
(Not shown)

Exact spa
shown
recessed
in Deck





PTC
GA

Annual Report & 2018 Budget

SOCIAL
MEDIA



6,010+ FACEBOOK LIKES (16% INCREASE FROM 2016)



1,288+ INSTAGRAM FOLLOWERS (47% INCREASE FROM 2016)



2,546+ TWITTER FOLLOWERS (14% INCREASE FROM 2016)



SPORTS TOURISM ECONOMIC IMPACT (2.8 MILLION)



RELOCATION OF THE PEACHTREE CITY CVB OFFICES (TO THE AVENUE)



5,924+ VISITOR CENTER DIRECT VISITS (46% INCREASE FROM 2016)



PTC CVB REBRANDING FROM



TO



DRONE RACING CHAMPIONSHIP (PTC AWARDED PERMANENT LOCATION)



CREATED 2 SIGNATURE EVENTS (GENERATED OVER \$13K IN REVENUE)

1

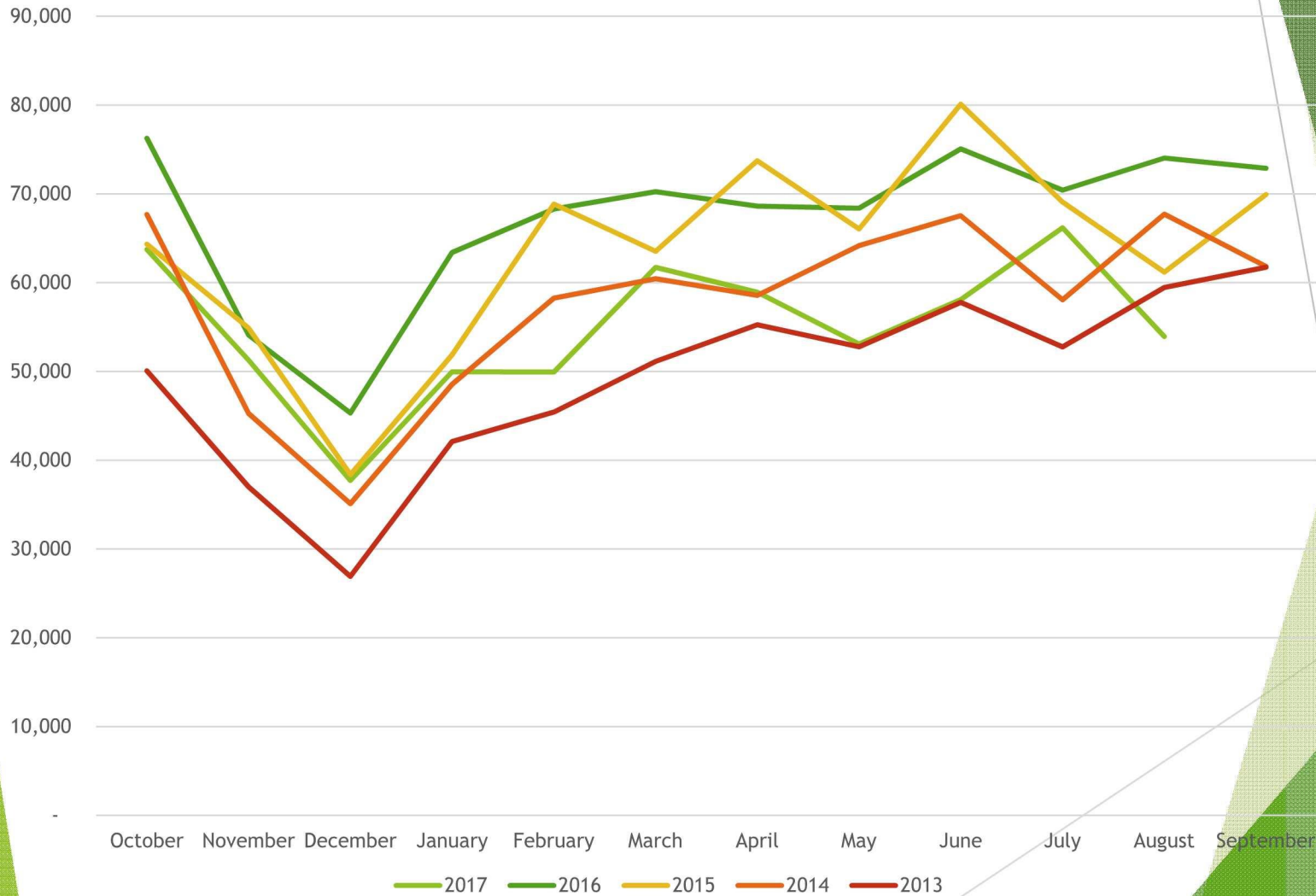


2

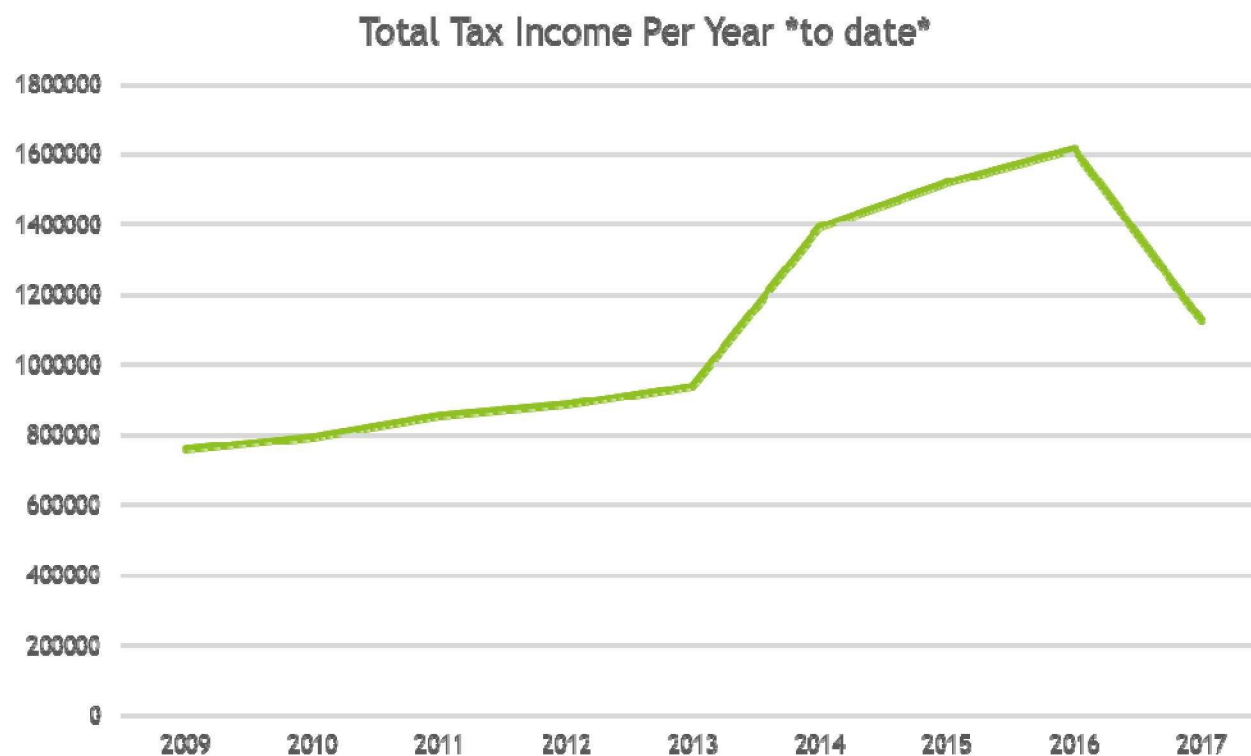


Hotel Tax Revenue 2012 - 2017

Chart Title



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2009 - 2017 total 8% to City and CVB

*Shows impact of hotel sales/management changes, closure of rooms, delay in opening and construction for 2017

2018 Budget Highlights



- ❖ The Hotel Tax Transfer from the City is budgeted to match the City's FY2018 Proposed Budget and has changed from 4% and 4% (City and CVB) to 4.5% City and 3.5% CVB as a result of the Tourism Assessment by the GA Department of Econ in 2016.
- ❖ The CVB expects to hold the 2nd Annual Craft Brew Festival & PTC Wine Festival with a revenue of 45,000.00. 100% self-sustaining events, No use of tax funds.
- ❖ The CVB moved offices in March of 2017. Our office space rental is budgeted for 40,176.00
- ❖ The CVB will continue to contract with the City for Financial Administrative services utilizing one City employee in the amount of \$10,000.00/year. We have budgeted for a 3% raise for full-time employees (no raises were given last fiscal year).

- 
- ❖ Personnel Services include the Full Time Executive Director Position, Marketing Director and the Sales Director as well as two Part-Time staff for the Visitors Center and Office Manager. We no longer employ a Tour Guide as of March of 2017. We have also contracted for an intern at no cost.
 - ❖ Our Website Budget has decreased by over 50% as we have contracted for a new website with a local company at a much more affordable rate over prior years.
 - ❖ Tourism Events expenses include grants for marketing of local events (BMX, MultiDrone, SAIC, Cornhole, Tennis Tournaments etc.) as well as DIVA Half Marathon, Familiarization Tours and other miscellaneous events that bring hotel stays.
 - ❖ Included in the Sales, Marketing and Promotion are travel to trade shows during the year by the Group Sales Director to recruit, sports tournaments, conferences, meetings, weddings and reunions to Peachtree City.
 - ❖ Due to an anomaly of hotels being sold, construction, room closures for renovation and other temporary circumstances, the CVB is adopting a very conservative budget until hotels return to normal operation. We will look to amend this budget at that time.

Sources of Funds

FY 2018 Proposed Budget

	Budget Request	% Of Budget
--	----------------	-------------

Sources of Funds

Hotel/Motel Tax Transfer	\$ 665,942	91%
Other Revenue	\$ 250	0%
Southern Hollywood Film Tour Fees	\$ -	0%
Southern Hollywood Reimbursements	\$ -	0%
Event Revenue - General	\$ -	0%
Event Revenue - Hops and Props	\$ 18,000	2%
Event Revenue - Wine Festival	\$ 27,000	4%
Merchandise Sales	\$ 19,000	3%
Total Sources of Funds:	\$ 730,192	100%

Expenses

Expenses

FY 2018 Proposed Budget

	Budget Request	% Of Budget
Contractual Labor	\$ 10,000	1%
Personnel Services	\$ 305,963	42%
Total Personnel Services/Contractual Labor	\$ 315,963	43%
Professional Services (Social Media Consultant, Photographer, Video Services)	\$ 33,500	5%
Advertising/Marketing	\$ 150,000	21%
Tourism Events (Diva Half Marathon, Wine Fest, Hops & Props)	\$ 116,000	16%
Printing/Binding	\$ 7,500	1%
Postage	\$ 2,000	0%
Operating/Promotional Supplies	\$ 15,000	2%
Dues & Fees	\$ 15,978	2%
Professional Development	\$ 11,500	2%
Trade Shows	\$ 28,500	4%
Contingency	\$ 46,111	6%
Total Sales/Marketing/Promotion	\$ 426,089	58%

Expenses

FY 2018 Proposed Budget

	<u>Budget Request</u>	<u>% Of Budget</u>
<u>Administrative & General Operations</u>		
Audit Services	\$ 5,100	1%
Equipment Rental	\$ 1,608	0%
Office Rental	\$ 40,176	6%
R&M Vehicles	\$ 250	0%
Liability Insurance	\$ 23,300	3%
Communications	\$ 7,900	1%
Miscellaneous Expenses	\$ 1,000	0%
Merchant Fees	\$ 1,000	0%
Office Supplies	\$ 3,000	0%
Computer Supplies	\$ 1,000	0%
Cost of Inventory Sold	\$ 14,250	2%
Gasoline	\$ 1,000	0%
Travel (<i>incl. mileage reimbursements</i>)	\$ 2,750	0%
Total Administrative & General Operations	\$ 102,334	14%
Total Capital Expenditures	\$ -	0%
Total Expenses:	\$ 844,386	\$ 1
Total Projected Surplus/(Deficit):	\$ (114,194)	-16%
Prior Year Deficit/Surplus	\$ 214,194	29%
Total Surplus/Deficit	\$ 100,000	

Dinner at the Drake & Picnic in the Park

<https://www.youtube.com/watch?v=6Ztao9WdmQ4>

<https://www.youtube.com/watch?v=ofRie-fzLyY>

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GA

Presented By



*Please
Join
Us!*

*Dinner
at the
Drake*

Date

*June 13, 2017
6:30pm-10pm*

Cost

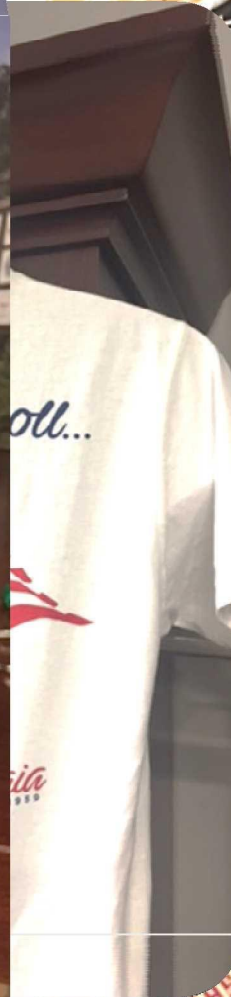
*\$100.00
Seated Dinner*

Event Details

*Dinner will be on Drake Field,
next to City Hall in Peachtree City*

*Evening includes dinner paired
with wine and entertainment*

New Design



PTC
GA

Advertising & Earned Media

PTC
GA



Thank you!

PTC
GA

