

**City Council of Peachtree City
Agenda
September 1, 2016
7:00 p.m.**

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Announcements, Awards, Special Recognition**
Proclamation – National Payroll Week
- IV. Public Comment**
- V. Agenda Changes**
- VI. Minutes**
August 18, 2016, Regular Meeting Minutes
August 23, 2016, Special Called Meeting Minutes – 7:30 a.m.
August 23, 2016, Special Called Meeting Minutes – 6:30 p.m.
- VII. Consent Agenda**
 - 1. Consider Agreement for Municipal Court Judge**
 - 2. Consider Bond HVAC Projects – Contract Award to Shumate Mechanical**
 - 3. Consider Bond General Project – Contract Award to Prime Power**
 - 4. Consider Adoption of Annual CIE Update from DCA**
 - 5. Consider FY 2016 Budget Amendments**
- VIII. Old Agenda Items**
 - 08-16-16 Public Hearing – Consider Millage Rate for 2016**
 - 08-16-16 Consider Adoption of 2016 Millage Rate**
 - 08-16-13 Appointment of Comprehensive Plan Steering Committee**
- IX. New Agenda Items**
 - 09-16-01 Public Hearing – Consider Appeal of Planning Commission Decision**
Regarding Westpark Walk
 - 09-16-02 Consider Approval of FY 2017 Peachtree City CVB Budget**
- X. Council/Staff Topics**
- XI. Executive Session**
- XII. Adjourn**

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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 18, 2016
7:00 p.m.

The Mayor and City Council of Peachtree City met in regular session on Thursday, August 18, 2016. Mayor Vanessa Fleisch called the meeting to order at 7:00 p.m. Others attending: Terry Ernst, Mike King, Kim Learnard, and Phil Prebor.

Announcements, Awards, Special Recognition

Mayor Fleisch welcomed the Freisling Grizzlies Women's Softball Team to Peachtree City to attend a softball clinic and play in a local tournament. Robbie Shelton was recognized as Employee of the Month for his efforts in helping to restore the Fire Department's 1949 fire engine. Fire Chief Joe O'Connor presented certificates of recognition to the volunteers and donors who helped with the restoration of the 1949 fire engine. Fleisch presented K-9 Maik with a certificate of appreciation upon his retirement from the Peachtree City Police Department. The Peachtree City American Little League 11/12 All Stars were recognized upon winning the state championship and advancing to the finals in the Southeastern Region playoffs.

Minutes

King moved to approve the August 4, 2016, regular meeting minutes as written. Ernst seconded. Motion carried unanimously.

Monthly Reports

No comments.

Consent Agenda

- 1. Consider Alcohol License – NEW – Ginza, 107 Lexington Circle**
- 2. Consider Stormwater Maintenance Agreement – Chick-fil-A (East)**
- 3. Consider Authorization to Purchase Hydraulic Rescue Tool – Fire Department**
- 4. Consider Resolution – Changes to Employee Benefits Program**
- 5. Consider Acceptance of Donation from Firehouse Subs Public Safety Foundation**
- 6. Consider Request to Surplus Vehicle**
- 7. Consider Budget Amendment – FY 2016**

Ernst moved to approve Consent Agenda items 1 – 7. Learnard seconded. Motion carried unanimously.

Old Agenda Items

**07-16-03 Public Hearing – Consider Request to Rezone 4.88-acre tract within
Lexington Circle from LUC-16 to LUC-28**

Planning & Development Director Mike Warrix addressed Council, noting the request was for a vacant undeveloped lot within Lexington Circle. The applicant was Dar Thompson with High Sierra Investments, LLC. The tract was zoned Limited Use Commercial-16 (LUC-16), and the current land use was vacant and undeveloped. The requested zoning would be LUC-28, and the proposal was a multi-family loft project with a retail component. At its meeting on June 13, the Planning Commission had voted to not support the request as presented.

The future land use plan designated the lot as future commercial use (COM), and it showed Governor's Row as single-family cluster future development, Warrix said. Governor's Row subdivision and Lexington Village were located adjacent to the tract.

Warrix said the plan included four stories with basement-level parking, up to 100 multi-family residential "loft" style condominiums in a building no greater than 80 feet in height, a ground-level retail component, and development in accordance with site plans and building elevations presented in the application. Warrix said Council would consider two ordinances – a text amendment to the LUC-16 ordinance regarding the maximum number of fee simple townhomes and the ordinance to rezone the tract to LUC-28.

Scott Bennett addressed Council on behalf of High Sierra Investments, LLC, and applicant Dar Thompson. Bennett noted that they had looked at the Planning Commission minutes from June 13, and they had modified the request in response to the concerns voiced by the neighboring subdivisions – Governor's Row, Lexington Village, and Lexington Park. The changes included reducing the size of the development from the 4.88-acre tract to 3.5 acres. The remaining portion of the parcel was located adjacent to Governor's Row, and it would remain as LUC-16. The number of units had decreased from 100 to 80 units. Bennett continued that a balloon test had been performed to get an idea of the scope of the building height.

The product would be a high-end, upscale condominium loft-style development and would accommodate people who did not want any yardwork, basically empty-nesters, and did not want to leave a house uninhabited when they traveled. It would be a secure facility with underground parking. It would not be attractive to young families with children. The purchase price would start at \$350,000 per unit, and it would have the amenities, such as a pool and spa, associated with that price point. It would be the first of this type of development on the south side of Atlanta. Peachtree City was unique in its demographics, and Bennett added this project could not be built in Fayetteville or McDonough. This product was for a limited market, and there would not be similar projects built over and over. People wanted this type of product.

Bennett said they were asking that the building height remain at 80 feet, adding it would blend in with the buffer and trees. One of the concerns had been that people on the roof would look down into the other subdivisions. Bennett said the deck on the roof looked down on the common area of the development and the commercial area. The people buying the units would want privacy as much as the people who lived around the development. The traffic study had been done based on 100 units and the planned retail. The number of trips would be cut from 2,500 per day to 1,250 per day for 100 units, and there would be fewer trips for 80 units. There was a natural decrease in intensity when going from commercial zoning to residential zoning.

Bennett continued this would be a good product for the City. As opposed to amending LUC-16, they wanted to separate the tract so everyone would know exactly where the building would go within the development. Bennett reiterated that the original plan for 4.8 acres was now on 3.5 acres.

Fleisch asked if the average size of the units would change. Bennett said the size of the units would stay the same. The original concept was for 80 as the maximum number of units in this building. The other building shown on the original concept would house phase two of the project. The remaining units would have gone on the 1.3-acre portion of the original tract, which was closest to Governor's Row.

King asked if the developer would ask for a four-story building on the remaining acreage in four or five years. Bennett said they did not know. The demand was there for 70 – 80 units. Commercial properties changed hands, and if someone came back with a plan for the other part of the tract, then this building would be there and they could see how it worked. It was hard to visualize the concept because it was different. But approval of the same concept for

the remaining land would depend on what Council thought was best for the City. They could not demand the zoning. King said if a plan came for another 20 units on the remaining part of the tract, and it was approved, then there would still be 100 units. Bennett said if Council approved it.

Fleisch opened the public hearing.

Jack Miller said he had seen a lot of growth since he moved to the City in 1971 when the population was 800. The growth had been controlled by other Councils, and he appreciated it. He presided over a couple of trusts that owned 4.5 acres located between the proposed development and Holy Trinity Catholic Church. At this time, the property was not for sale and there were no plans for development. He did not know Thompson, but what he saw looked good to the people he was involved with. Over years, they had talked to a lot of developers, and they had all said this area was the only place in the City where there was a unique opportunity for a community within a community, to be able to walk to stores. It was a virtually self-contained area and minimal change would be needed to the infrastructure. This was a great opportunity to complete this project. Miller said whatever happened with the trust parcels had to be for the betterment of the City.

Melissa Griffis of Rosenzweig, Jones, Horne & Griffis represented the three property owners in Governor's Row that were closest to the proposed development – Curt and Linda Hirsch, 128 Middleton Drive; David and Christine Hader, 126 Middleton Drive; and Don and Barbara Robinson, 124 Middleton Drive. Griffis asked that an ante litem notice sent to the City earlier that day be made part of the record. She continued that they hoped Council would uphold the zoning ordinance and follow the lead of the Planning Commission in denying the request.

Griffis continued that three stories with parking was allowed now. Four stories and a parking garage would result in a five-story building looming over her clients' backyards. It would block their view and the scenery they had. They enjoyed using their backyards, and they did not want to have people on their own back porches looking down at them. At the time they purchased their properties, they had relied on the zoning that was in place to protect them. The rezoning proposal would adversely affect the existing use and usability of their property and their neighbors' property. Amending the request and taking out the 1.2 acres allowed for spot zoning, which was typically not something the City approved. Once the door for spot zoning was opened, a precedent was set.

Griffis continued Thompson had noted in his e-mail correspondence that he had something in mind for the 1.2 acres that would not be included in this project. If the 3.5 acres were spot zoned to LUC-28, the City would have given Thompson an open door to request another rezoning in the future. Council would create a situation for the developer by approving the LUC-28 at 3.5 acres rather than 4.88 acres. He would be able to say he took out the acreage because of negative comments, and he could not do anything with the property that would be compatible in the area. There would be an opportunity for Thompson to say Council had created the situation.

The rezoning proposal would create a nuisance for the adjoining landowners and neighbors, Griffis said. It would damage her clients on a continual and daily basis. She appreciated the traffic reports, noting it had taken her 10 minutes to turn left onto Walt Banks Road after meeting with her clients before school was back in session. It would be more difficult with school traffic and the addition of the commercial elements included in the project. The proposed development was not in conformance with the policy and intent of the Land Use Plan as adopted by the City.

Griffis showed a photo of the balloon test, which showed the balloon above the established vegetation. The conceptual plan showed the building below the trees, but the balloon test had shown otherwise. She also had photos of the area between her clients' backyard and the proposed development that showed flooding after a rain storm. Griffis said there were already stormwater problems in the area, and a new development would further contribute to that. Griffis asked Council to deny the request for rezoning.

Curt Hirsch said their home was built in 2003 (128 Middleton Drive). Since then they had made many improvements, including the addition of a backyard fireplace. Having a building that would overlook their backyard would interfere with their quality of life and enjoyment of their property. The building would not be covered by trees. In the mornings, especially when school was in session, Hirsch said it took five to 10 minutes to get out of their subdivision. He asked Council to deny the request for LUC-28 zoning and to stay with the current LUC-16 zoning. They understood what could be built in the LUC-16 zoning when they purchased their property, and Hirsch said he was sure Thompson had understood the same when he purchased the 4.88 acres.

Glenn Wright said he had lived in a building similar to what was proposed in Marina del Rey, California. It was very difficult to sleep when car alarms went off in an underground garage. Even though the water table was fairly high, there were issues with leaking in the garage. There were no other underground garages in the City. There was a rooftop area for recreation. He said he could already hear people talking as they were coming out of World Gym. He was concerned with the density, building height, and the underground garage.

Lynn Wallace was concerned about how the development would impact the Lexington Village townhomes. She was very opposed to the development and how it could impact Lexington Village. The plats she had seen appeared to show that High Sierra owned their street (Lexington Village) and the south entrance into their townhome community. She noted the Lexington Village entered Lexington Circle at the roundabout, adding Lexington Village was a private road maintained by the homeowners association (HOA). She asked who owned Lexington Village Road. She asked what High Sierra's intentions were, asking if the access to their 46 homes would be limited. Wallace said the south entrance to the townhomes was the location of the gated entrance to Lexington Lofts. Their community would be left with one entrance. If there were a great deal of traffic, public safety vehicles, postal services, and garbage collectors would find it difficult to get in and out of Lexington Village. High Sierra could decide to make it a dead end street. If the street remained open, there would be a traffic density problem since their residents would still be using the south entrance and the Lexington Lofts residents would use the gated entrance. She asked Council to deny the rezoning request.

George Harrison noted he had been asked by several Governor's Row residents to speak about the universal opposition to the rezoning and the project from the neighbors. He reiterated that they had all understood LUC-16 was the governing status for density in the area when they purchased their property. They were not opposed to growth, but it could be done within the existing LUC -16 zoning. Seventy-five residences in that area considerably expanded the density envisioned in LUC-16. The traffic study was limited and did not address the impact on SR 54 East, Walt Banks Road, or Peachtree Parkway, which were already areas of concern with the existing density during times of maximum usage. Another concern was the proportion of rental property there could be in the new development. They were against the development as stated and any rezoning. They would support development within the LUC-16 strictures.

Roger Milam said he and his neighbors had understood the development would have 75 units. There had been a neighborhood meeting where they had discussed what the project meant to them in terms of quality of life and property values. Everyone was against it, and a petition had

been sent to Council stating their opposition to the rezoning and the project. They had been invited to meet with Thompson, and they had an open discussion with him. After that, they had attended the Planning Commission meeting, adding there had been a unanimous rejection of the plan as proposed. There were other issues that should be considered. It seemed as though more residents in high-rise buildings wanted to have dogs, and Milam noted there were not many walking areas in the plan. Their neighborhood could become the walking area for those dogs and their owners. Lexington Village had more greenspace and provided plastic bags for clean-up. This was a great idea, but the wrong place.

Fleisch started to close the public hearing, and Bennett asked to respond to some of the comments.

Bennett addressed the issue of spot zoning, saying that he had served as a city and county attorney and had done a lot of zoning work. Spot zoning would not be a concern. Bennett continued that rezonings were proposed because there was no viable economic use as currently zoned. The rezoning would not set a precedent, and just because the neighbors did not like it did not mean the rezoning could be denied. Just because a neighbor rezoned a tract to commercial did not mean it had to be approved by an adjacent property owner. They had heard over and over that the property should be developed under LUC-16. Bennett said the neighbors might find the LUC-16 uses were more objectionable than this project. The LUC-16 zoning did limit buildings to the three stories; however the height of the building was not limited. A three-story hotel with a basement could be built, and it could be taller than what they were proposing. There were more intense uses than condominiums, which was something the City should consider. Retail would create more noise and more cars. This property would be used. It was right in the middle of the City. Families that could afford the lofts would come and go on a leisurely basis, would not impact the schools, and would spend money. They would already be in the City but no longer wanted to take care of a house and yard. Council should also consider what could be done under the current zoning without the applicant asking for anything. People would be unhappy.

Bennett noted the problem with stormwater, saying part of the reason was the water was currently not controlled as it should be. The water was running off the natural land. If the property was developed, they would have to control/alleviate the runoff problem, not exacerbate it. The concept was designed knowing they had to control the stormwater. Thompson was the principal of High Sierra, and he was a major investor in the City, Bennett said. He lived here with his family, and he did not want to hurt the City. He was not a stranger that would throw something up and leave, hoping everything worked.

The lofts would not be filled with rental units, and there were factors in place to prevent that, according to Bennett. Investors would not be buying units at the proposed pricing; there was no market for it. Bennett noted the price point was one issue, as well as the financing which required at least 70% of the lofts to be owner-occupied or Fannie Mae and Freddie Mac would not buy the notes. There had to be some leasing available or the federal government would think they were trying to keep people out of the development. Leases could not be prohibited, but there would be covenants that would restrict leases to a 10 – 15% rate. This would be an expensive product that would not be easily conducive to rentals. There were restrictions on the number of units one investor could buy. A 10% limit on rentals meant eight units in an 80 unit building would be available. They were asking Council to allow a residential product where a commercial product would otherwise be built. People usually welcomed a down zoning, but the concern was there was nothing there now. The City would get a good neighborhood and tax asset. Overall, it would be a benefit for the City. Bennett noted he had not seen the

amendments to LUC-16, and they would like to see what would happen with the remaining acreage.

Milam said that the lofts would be nice, but they did not know what would happen to the rest of the tract in four to five years. He wanted Council to remember the photo of the balloon.

Fleisch closed the public hearing.

King noted the Planning Commission had voted no on the proposed rezoning, but the commissioners had also liked the idea and the project. King liked the idea of the project, but he had a problem with the density. There would be a traffic issue on Walt Banks Road. He said they could build three stories with a basement and 34 units in LUC-16, which would not meet the requirement of the bottom line to purchase the property. He asked if they could agree on a compromise of maybe 50 units.

Prebor said he had also attended the Planning Commission meeting. The location was a good fit for the City. He said he had many customers who left the City but had not wanted to, and they were looking this type of product. The homes in Lexington Circle and St. Simons Cove went quickly, and some did not make it to market. Part of reason they went so quickly was because of their proximity to shopping areas. The Lofts project would provide easy access to Sprouts, Publix, Stein Mart, and other businesses. People would be able to walk to the grocery store and nearby amenities. Prebor said he was looking for a place like this for his own parents, a place where they did not have to drive and fight traffic. People were looking for places with nearby amenities that they could walk to. When the project was originally proposed, the building had backed up to the homes on Governor's Row, but it had been moved away from that area. The garages on the Governor's Row homes would be between the lofts and the homes. The original plan also had 100 units and a second building. He said the alternatives were scary.

Learnard said she had some questions for staff. The core issue was not a yes or no on this request, but that something would be going in there and would it be this development or something else. She wanted to understand what something else would look like.

Warrix said the permitted uses in LUC-16 included single-family detached residences, multi-family residences, and commercial and office uses such as retail sales; personal services; offices for service-oriented businesses; a commercial recreation facility; a building, facility or land for non-commercial park, recreation or open space; private or semi-private club, lodge or social center; building, facility or land for off-street parking; restaurant/lounge; theatre, movie and/or live dinner theatre; and a hotel/motel. Learnard asked what the height limit was under LUC-16. Warrix said that the uses in LUC-16 included three-story buildings with a basement, but specific heights were not referenced nor were individual stories. The Fire Department might have some input regarding building height and the height of a story.

Learnard said what had been presented was not a small change, and included a reduction in acreage and the number of units. She was concerned about the homes on Governor's Row that were closest to the proposed development. City Manager Jon Rorie noted that the proposed changes moved the development further away from the backs of the homes on Governor's Row. Learnard said she believed this was a modification by a developer that wanted to do what was best for the City.

Some residents raised their hands to speak, and Fleisch reminded them that the public hearing had ended.

Ernst asked if there was an answer regarding the Lexington Village Street. City Attorney Ted Meeker had looked at the plat, noting there was an 80-foot egress and ingress road and utility easement in that area. It would be reflected in the deed for the overall property. What was proposed would not change the property owners' rights in that area. The road bed was clearly shown on the plat. Some lines might infringe on the area, but that would not infringe on the other property owners' rights. Ernst verified that the road could not be closed to the townhome residents. Meeker said it could not.

Learnard said this was a much needed project that would have a lot of interest for people who did not want to leave the City and wanted to downsize. There was nothing else like this in Fayette County. It would be part of a walkable community. A hotel/restaurant or more retail would bring more traffic than this project would. It should increase the property values for Lexington Village. The location was favorable to restaurants and retail, which would bring truck noise. An underground parking deck was not a new concept. Learnard said she understood the neighbors' concerns, but to deny the rezoning would leave the City with a terrible unknown that represented worse concerns. She had a friend who sold her house in three hours after a bidding war. The City had no inventory, and this was a unique and smart development that fit in a walkable community lifestyle. She said they were not here to talk compromise, saying there was a tipping point for profitability.

Ernst said the reality was there would probably be 68 – 72 units rather than 80, which was the high end. One of the concerns was another rezoning in four to five years, which could happen. He disagreed that approving one rezoning meant Council had to do it for everyone. Each rezoning was considered on a case-by-case basis, and he was not concerned about setting precedence. This project had been cut down tremendously and was a great fit for that area of the City. It was the right time to give it a shot.

Fleisch asked if there was any additional traffic information. Rorie said there was a trip generation report, and he asked City Engineer Dave Borkowski to discuss it.

Borkowski reiterated this was not a true traffic study, but gave an idea of the trip numbers, which he said made sense and were what was expected. Residential developments would not generate as much as retail stores. He said the report had three tables – Table 1 was for a 48,000 square-foot shopping center, Table 2 was for a 10,000 square-foot retail area with 100 condominium/townhome units, and Table 3 compared the trips between the current zoning conditions and the proposed zoning conditions. Table 1 (developed under current zoning) showed 2,964 trips in 24 hours (included reductions for pass-bys as 10% of daily volume), Table 2 (developed under proposed zoning) showed 1,469 trips in 24 hours (also included reduction for pass-by trips), and Table 3 showed a difference of 1,495 between Tables 1 (LUC-15) and 2 (LUC-28), or a 50% reduction in trips between the current zoning for LUC-16 and the proposed zoning of LUC-28.

Fleisch noted that when she first was elected to Council there had been a lot of vacant land in Lexington. Someone on staff had told her that, commercial-wise, the actual square footage allowed in Lexington was comparable to the square footage in Kedron. The choice was retail versus residential. She believed that commercial use would be far more intense. She noted that because of how the area was zoned, the developer of the Sprouts shopping center had not had to come to Council for any approvals. She was inclined to support the rezoning now that it had scaled down.

Learnard asked what the motion should be. Meeker said, based on the information given prior to the meeting, that approximately 1.3 acres along the southernmost portion of the tract had been removed from the request.

Learnard moved to approve the request to rezone the 3.5-acre northern tract in Lexington Circle from LUC-16 to LUC-28 as presented. Ernst seconded. Motion carried 4-1 (King).

Learnard moved to adopt the amendment to the LUC-16 ordinance. Ernst seconded. Motion carried 4-1 (King).

New Agenda Items

08-16-12 Consider Real Estate Acquisition

Meeker said the property (Zenco property on Robinson Road) had been subject to much discussion over the last year and a half. Staff had discovered some significant issues regarding stormwater and the cart path location. There had been tentative discussions with the property owner to purchase it for the amount stated in the memo (\$300,000). With Council approval, the matter could be closed by the end of the month.

Ernst moved to approve New Agenda Item 08-16-12 Real Estate Acquisition. King seconded. Motion carried unanimously.

08-16-13 Appointment of Comprehensive Plan Steering Committee

Warrix asked Council to make appointments to the steering committee, saying five members were needed.

Rorie said staff was asking for each Council Member to recommend one citizen for the committee. All of the meetings would be public, and they would be advertised. Council would be able to attend the meetings. He asked Council to reach out and ask a citizen to serve on the community.

Fleisch asked if the proposed members had to be full-time residents or could be property or business owners in the City since it was a comprehensive look at the City. Warrix said it depended on how Council wanted to compose the group. Ernst asked if Council should submit the names to Rorie. Rorie said yes, as long as they had discussed serving on the steering committee with the person whose name was submitted. Rorie said they would need names by September 1.

Fleisch asked if any of the Council Members had an issue with selecting someone who owned a business and/or property since land use was involved. The consensus was that was acceptable. Rorie said staff had meet with staff from other municipalities in the County, and they wanted to look for consistencies, especially for transportation.

No action was required.

08-16-14 Consider Revisions to Ethics Ordinance

Meeker noted that there was a change to the proposed ordinance on the dais where some of the language had been "tweaked," and Meeker asked Council to disregard the additional document and consider the ordinance presented in the agenda packet. He explained that if a hearing officer found an ethics complaint to be frivolous, the hearing officer could also require the person who filed the complaint to pay the costs incurred. It would be a separate finding. A finding that a complaint was without merit or there was no complaint would not automatically trigger the reimbursement of the expenses. The separate finding that a complaint was frivolous would be sent to Council as any other finding and would be subject to approval by majority

vote by those who were able to vote on the issue. Meeker said Council had three options when a hearing officer's decision came before Council – the findings could be confirmed, Council could accept the findings and change the penalty or imposition, or Council could take away the hearing officer's decision and move forward with their own hearing. This would be one additional finding. Meeker said he had patterned the language after the Georgia statute that pertained to frivolous litigation so there would be guidance for the hearing officer when making the analysis.

Learnard moved to approve the revision to the Ethics Ordinance. Ernst seconded. Motion carried unanimously.

08-16-15 Consider Extension of Mowing Contract

Public Works Supervisor Scott Hicks said the request was to extend the contract with Landcare (formerly TruGreen) for FY 2017 for right-of-way mowing for all state highways, City primary streets, secondary streets, and ancillary areas, and animal removal for their not to exceed annual quote of \$273,240. The current agreement would expire on September 30, 2017.

Rorie said the company was holding the contract price for the fifth year. A decision would need to be made during the FY 2018 budget process on whether to rebid those areas or to bring them in-house. There would be a price increase after year five. This would provide time for staff to evaluate how to provide the service using internal personnel versus the opportunity cost. He continued that, if the City asked Landcare to continue the right-of-way tree trimming through the winter, it would cost \$130,000.

King moved to approve the extension of the mowing contract with Landcare for the sum of \$273,240. Ernst seconded. Motion carried unanimously.

Council/Staff Topics

Rorie said he had driven down MacDuff Parkway that week, and incredible progress had been made. The basecoat was down on a portion of the road, and the curbing and stormwater were in place. Progress had also been made on Senoia Road, and the grading was underway. He had also driven to North Kedron Drive, and they had been working that day. Another drone flight had been ordered for September 1. Staff kept getting questions about the CSX permitting and the completion of the parkway. Rorie noted that CSX had a flagman on site and they were working in the CSX right-of-way, which was an indication of permission.

Borkowski reported on the increase in building permits, noting there had been a 34% increase from 2005 (895) and a 115% increase from 2012 (558). In 2015, 1,199 building permits had been issued. In 2008, the City had four employees working on plan review. In 2013, there were 2.5 employees. Approximately 1,200 permits had been issued to date for FY 2016, and Borkowski said he was the only one reviewing permits currently. He pointed out that construction in the Everton subdivision was underway, and construction had not started yet in Cresswind.

Rorie said staff was feeling the impact daily of the growth. Another engineer would start work on September 12. The Planning and Engineering departments were extremely busy. More plan review was being outsourced. Staff was responsive, but things were difficult at this time.

Fleisch noted that the City did not have that much vacant land. She said most of the land in Lexington had been foreclosed on, and things were just picking up. She predicting there would be a lot more requests in the next two years. MacDuff Parkway was permitted in 2008, and there had been several iterations of The Overlook. People had been sitting on the sidelines waiting for

the market to improve, and things were happening now. The City was a very hot market, and it was listed as number 41 for interest on Realtor.com. The City had reduced staff and outsourced.

Meeker said he had been at the Peachtree City Athletic Center over the weekend with his daughter who played club soccer. He said he had been very impressed with the work done on the fields and the care used in taking care of the park. Fleisch noted that the Little League teams who had come to the City during the play-off season had said the same thing. Kudos were given to Recreation.

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

The meeting adjourned at 9:05 p.m.

Pamela Dufresne, Deputy City Clerk

Vanessa Fleisch, Mayor

City Council of Peachtree City
Special Called Meeting Minutes
August 23, 2016
7:30 a.m.

The Mayor and Council of Peachtree City met in a special called meeting on Thursday, August 23, 2016, at City Hall. Mayor Vanessa Fleisch called the meeting to order at 7:30 a.m. Other Council Members attending: Terry Ernst, Mike King, Kim Learnard, and Phil Prebor.

The purpose of the special called meeting was to hold a public hearing on the 2016 millage rate.

Financial Services Director Paul Salvatore said this was the first of three required public hearings regarding the proposed tax increase. The Maintenance & Operation millage rate would stay the same at 6.765 mills. There would be a slight reduction in the bond millage rate, which would be reduced from 0.314 mills to 0.309 mills. The total millage rate would be reduced from 7.07 mills to 7.065 mills.

Those residents who saw an increase in the assessed value of their property would experience a tax increase. The total increase in net digest values (all) was 5.2%. The increase in assessed values of real property in the City for 2016 was 6.1%. The proposed tax increase for a home with a fair market value of \$275,000 was approximately \$33 or \$2.75 per month.

Ernst asked if \$275,000 was the average price of a home in the City. Salvatore said the average price was actually around \$289,000.

Rorie noted the total increase in the tax digest was 5.2%, while there had been a 6.1% increase in real property. Salvatore explained that was because the motor vehicle values were being replaced by the Title Ad Valorem Tax (TAVT), and motor vehicles had been steadily going down as people purchased new cars.

Mayor Fleisch opened the public hearing. No members of the public spoke either for or against the proposed tax rate. The public hearing closed.

No action by Council was required.

There being no further business, the meeting adjourned at 7:36 a.m.

Pamela Dufresne, Deputy City Clerk

Vanessa Fleisch, Mayor

**City Council of Peachtree City
Special Called Meeting Minutes
August 23, 2016
6:30 p.m.**

The Mayor and Council of Peachtree City met in a special called meeting on Thursday, August 23, 2016, at City Hall. Mayor Vanessa Fleisch called the meeting to order at 6:30 p.m. Other Council Members attending: Terry Ernst, Mike King, Kim Learnard, and Phil Prebor.

The purpose of the special called meeting was to hold a public hearing on the 2016 millage rate.

Financial Services Director Paul Salvatore said this was the second of three required public hearings regarding the proposed tax increase. The Maintenance & Operation millage rate would stay the same at 6.765 mills. There would be a slight reduction in the bond millage rate, which would be reduced from 0.314 mills to 0.309 mills. The total millage rate would be reduced from 7.07 mills to 7.065 mills.

Those residents who saw an increase in the assessed value of their property would experience a tax increase. The total increase in net digest values (all) was 5.2%. The increase in assessed values of real property in the City for 2016 was 6.1%. The proposed tax increase for a home with a fair market value of \$275,000 was approximately \$33 or \$2.75 per month.

Salvatore noted that the City had basically recovered from the hit it had taken during the recession.

Mayor Fleisch opened the public hearing. No members of the public spoke either for or against the proposed tax rate. The public hearing closed.

No action by Council was required.

There being no further business, the meeting adjourned at 6:34 p.m.

Pamela Dufresne, Deputy City Clerk

Vanessa Fleisch, Mayor

SUMNER | MEEKER
ATTORNEYS AT LAW

THEODORE P. MEEKER, III

14 EAST BROAD STREET
NEWNAN, GEORGIA 30263

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

TO: Mayor and City Council

Via: Jonathan Rorie, City Manager 

FROM: Theodore P. Meeker, III 

DATE: August 26, 2016

SUBJECT: Agreement with Stephen Ott for Municipal Judge for Calendar years 2016-2017
September 1, 2016, City Council meeting

RECOMMENDATION:

Staff recommends the City Council approve the attached agreement with Stephen Ott for all City Municipal Judge Services for calendar years 2016 and 2017.

DISCUSSION:

Stephen Ott was re-appointed as Municipal Court Judge in January, 2016 at the rate of \$125.00 per hour.

House Bill 691 passed and was signed by Governor Deal this year. This bill provided some protection to municipal court judges from removal. The bill also contemplates some sort of contract with the city. The attached agreement satisfies this requirement, and confirms the previous agreement between Judge Ott and the City.

Budget Impact:

The City has budgeted \$38,000.00 for this service.

MUNICIPAL COURT JUDICIAL SERVICES AGREEMENT

This agreement (the "**Agreement**") is by and between the City of Peachtree City, a municipal corporation (the "City") and Stephen D. Ott ("Ott"), and is dated the ____ day of September, 2016.

RECITALS

- A. The City operates a Municipal Court pursuant to Georgia Law.
- B. The Mayor and City Council have previously appointed Ott as the Judge of the Municipal Court of Peachtree City.
- C. The City and Ott desire to enter into an agreement setting forth the relative rights, duties and obligations of the Parties;

Now, therefore, in consideration of the mutual promises and covenants set forth below, the sufficiency of which is acknowledged by the parties, it is agreed as follows:

1. **Appointment** - Effective January 1, 2016, Ott is appointed to be the judge of the Municipal Court of Peachtree City. Said term shall terminate on December 31, 2017, unless sooner terminated as may be provided by law. The term may be extended from year to year with the consent of both parties. If no action is taken, this agreement shall automatically renew for additional 12 month terms.
2. **Term** - The term of this agreement shall be from January 1, 2016 through December 31, 2017.
3. **Duties** - Ott agrees to serve as the Municipal Court Judge for the City of Peachtree City with all the powers, duties, privileges and obligations which said office confers and in accordance with this Agreement and as required by the City's ordinances, the constitutions and laws of the state of Georgia and the United States, and all other applicable laws and treaties. Ott shall abide by the Georgia Rules of Judicial Conduct. Ott shall at all times maintain his status as a licensed attorney in the state of Georgia in active status. The services to be provided will include regularly scheduled court sessions and any administrative work and out-of-court work done by the Municipal Court Judge, and all time expended for judicial education. In addition to regularly scheduled sessions of the Peachtree City Municipal

Court, the Judge shall conduct arraignments, probable cause hearings, bail hearings, or other court hearings as may be necessary and shall otherwise be available, as needed to provide the Municipal Court. Ott shall also use his best efforts to improve the City's Court by advancing the causes of justice, impartiality, fairness and efficiency in all of the Court's business.

4. **Compensation** - The City shall compensate Ott at the rate of \$125.00 per hour for all his time, both judicial and administrative. The rate of compensation may be adjusted annually by the mutual agreement of the parties.
5. **Judges Pro Tem** - In the event that Ott is unable to serve due to disability, illness and/or absence, it shall be his/her responsibility to so notify the City and to make arrangements for the presence of a Judge pro tem. All Judges pro tem shall be qualified to hold the position of Judge of the Municipal Court, as provided herein. Judges pro tem shall be paid by the City.
6. **Status** - Ott will be an independent contractor, and shall pay all of his own withholding taxes, social security taxes, and any other payroll taxes.
7. **Termination** - This agreement shall be in effect during the term specified in paragraph two unless terminated by mutual agreement or according to law. The City shall release Ott from his obligations under this contract if Ott accepts a full time judicial appointment, in which case Ott will release the City from its obligations.
8. **Judicial Education** - The City acknowledges that Ott is required to attend Continuing Judicial Education annually. The City agrees to pay any out of pocket expenses and tuition.
9. **General Rule** - The parties agree that the applicable provisions of Georgia Law and Uniform Court Rules which govern the election, term, vacancies, removal, selection, responsibilities and authorities of presiding judges in courts of limited jurisdiction, shall be applicable to all court operations and personnel.
10. **Qualification** - Ott declares that he is, and shall at all times during the term of this Agreement be, qualified to serve as a Municipal Court Judge.

11. **Indemnity Agreement** - The City shall defend, indemnify and hold Ott and/or pro tem judges that may serve in his absence, harmless from any and all claims arising out of the good faith performance of his/her duties and functions as the Peachtree City Municipal Court Judge.
12. **Mediation and Arbitration** - Should any dispute arise between the parties, the disputed matter shall be submitted to mediation as a condition precedent to the initiation of any civil proceedings. The parties shall each pay their own costs associated with mediation and shall each pay one half of the mediator's fees.

Stephen D. Ott

Mayor or designee

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council Members

VIA: City Manager *J*
Director of Financial Services *P.S.*
Assistant Financial Services Director *KB*
Purchasing Agent *me*

FROM: Public Works

DATE: August 23, 2016

SUBJECT: Facility Bond HVAC Projects – Contract Award
September 1, 2016 City Council Meeting

RECOMMENDATION:

Staff recommends that City Council award a contract to Shumate Mechanical for a not-to-exceed amount of \$78,340.00 to replace HVAC units at the Police Station and Leach Fire Station (#81).

DISCUSSION:

In FY2012, staff solicited RFP's for Mechanical Systems Maintenance and Installations. In November 2012, the City Council accepted and awarded a contract to Shumate Mechanical to maintain all City HVAC Systems and replace or install HVAC mechanical systems on as as-needed-basis. Shumate Mechanical was one of only two certified Trane installers in the State of Georgia. This allows the City to get complete system synchronization and top quality installation that is certified by Trane. Also, Shumate is familiar with the proprietary automation system which the City currently utilizes to manage our environmental control systems installed throughout City facilities.

Staff solicited cost proposals from Shumate Mechanical for the replacement HVAC systems as outlined in the Facility bond Project list. Specifically, we are seeking authorization to replace HVAC systems/units as outlined below:

Police Station HVAC Replacement	\$49,200.00
Station 81 (Leach) HVAC Replacement	\$29,140.00

Budget Impact:

The current proposals are within the approved FAB budget.



2805 Premiere Parkway
Duluth, GA 30097
Email: rgilmore@shumatemech.com

Commercial Division
www.ShumateCommercial.com
GA Reg.: #CN002820 WBE: #200511240

Phone: (678) 584-0880
Fax: (678) 584-1554
Cell: (770) 294-7346

To:	Leach Fire Station	Date:	August 23, 2016
Attention:	David McDaniel	Phone #:	404-798-0590
Customer #:		Fax #:	
Re:	RTU replacement	E-Mail:	Dmcdaniel@peachtree-city.org

Shumate Mechanical proposes the following scope of work for a total price of

\$ 27,850.00

We specifically INCLUDE the following:

Action	Tag	Make	Model	Serial	Voltage	New Unit Model	Options
Replace	RTU1	Lennox	GCS16-090-200-1Y	5699L09077	230V/3PH	Trane - YSC090E3ELA	1,2,3,5
Replace	RTU2	Lennox	GCS16-048-120-3Y	5699L01302	230V/3PH	Trane - YSC048E3EHA	1,2,3,4,5
Replace	RTU3	Lennox	GCS16-048-120-3Y	5699L01300	230V/3PH	Trane - YSC048E3EHA	1,2,3,4,5
Replace	RTU4	Lennox	GCS16-036-90-3Y	5699L06731	230V/3PH	Trane - YSC036E3EHA	1,2,3,4,5

- | | |
|---------|---|
| Options | <ol style="list-style-type: none">1. Hail Guard2. Curb Adaptors3. MOAD4. High Heat Option5. Factory Mounted Disconnects |
|---------|---|

*All removed equipment will be taken off site, reclaimed, and recycled—unless otherwise specified.

- **Scope** – Replace 4 Roof top units with new Trane units to match existing specifications, units to set on existing curbs with new adaptors
- **Controls** – Replace Thermostats with White Rodgers Touch Screen for Units #4 & #2
- **Gas Connections** – tie to existing gas line with new regulator
- **Smoke Detector** – replace duct smoke detectors with non-communicating detectors
- **Electrical Connections** – Set new junction boxes below roof deck and tie into factory mounted disconnects
- **Condensate Drain** – New PVC with trap and vent routed to roof drain
- **Crane Charges** –
- **Start-up** – Check operations
- **Warranty** – 1-Year Labor / 1-Year Parts / 5 Years Compressor and Heat Exchanger(parts only)

Alternates

1. Remove and reinstall existing gas lines for the roofing contractor install 12 new pipe supports
..... add to Price \$ 1,290.00 ✓
2. Paint existing gas piping
..... add to Price \$ 600.00 NO

We specifically EXCLUDE the following:

- **After hours labor or Weekend labor (assumed during normal business hours)**
- Roofing Services
- Cleaning of existing diffusers, grilles, and ductwork
- Leak repairs in existing refrigerant piping to remain or replacement of refrigerant piping
- Supplemental/Temporary Cooling while equipment being replaced and off
- Fees incurred from diagnostic service calls/repairs leading up to replacement/repair proposal
- Changes, Modifications, or Deviations from the above scope- any work outside defined scope will be billed as an extra cost

We appreciate the opportunity to quote this project. Please contact us with any questions.

Sincerely,

Roger Gilmore

Account Manager
Commercial Division

Customer Acceptance of Proposal:

If you approve proposal, please sign and return (contact numbers at top of proposal)

Signed By: _____

Printed Name: _____

PO # (if required): _____

Billing Address: _____

Billing Address: _____

Date Accepted: _____

Payment Terms: 30 days net from date of invoice- Shumate Mechanical reserves right to lien property and/or repossess equipment if terms not met
Proposal Terms: Proposal is good for 30 days from latest date on proposal



2805 Premiere Parkway
Duluth, GA 30097
Email: rgilmore@shumatemech.com

Commercial Division
www.ShumateCommercial.com
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Phone: (678) 584-0880
Fax: (678) 584-1554
Cell: (770) 294-7346

To:	Peachtree City Police	Date:	August 23, 2016
Attention:	David McDaniel	Phone #:	404-798-0590
Customer #:		Fax #:	
Re:	RTU replacement	E-Mail:	Dmcdaniel@peachtree-city.org

Shumate Mechanical proposes the following scope of work for a total price of\$ 43,500.00

We specifically INCLUDE the following:

Action	Tag	Make	Model	Serial	Voltage	New Unit Model	Options
Replace	RTU1	TRANE	YCD036C3LOBE	R33103745D	230V/3PH	Trane - YSC036E3RMA	1,2,3,4
Replace	RTU3	TRANE	YCDF036C3LOBE	R32104620D	230V/3PH	Trane - YSC036E3RMA	1,2,3,4
Replace	RTU4	TRANE	YCD120C3LOAC	R37103281D	230V/3PH	Trane – YSC120F3RLA	1,2,3
Replace	RTU5	TRANE	YCD036C3LOBE	R33102743D	230V/3PH	Trane - YSC036E3RMA	1,2,3,4
Replace	RTU7	TRANE	YCD036C3LOBE	R30103613D	230V/3PH	Trane - YSC036E3RMA	1,2,3,4
Replace	RTU8	TRANE	YCD048C3LOBF	R37104084D	230V/3PH	Trane – YSC048E3RMA	1,2,3,4
Options		1. Hail Guard 2. Lon Card 3. Curb Adaptors 4. Medium Heat Option 5. Factory Mounted Disconnect *outdoor air is not required on these units					
*All removed equipment will be taken off site, reclaimed, and recycled –unless otherwise specified.							

- **Scope** – Replace 6 Roof top units with new Trane units to match existing specifications, units to set on existing curbs with new adaptors
- **Controls** – Integrate new units into existing Honeywell WEBS AX BAS.
- **Gas Connections** – tie to existing gas line with new regulator – Connection to be Sch 40 galvanized from regulator to the units.
- **Smoke Detector** – replace duct smoke detectors with non-communicating detectors
- **Electrical Connections** –
 - Install new junction box below roof to existing seal-tite and tie into factory mounted disconnects.
- **Condensate Drain** – New PVC with trap and vent routed to roof drain
- **Crane Charges** – operator and rigging for one day of operation – all units to be replaced in one day.
- **Start-up** – Check operations
- **Warranty** – 1-Year Labor / 1-Year Parts / 5 Years Compressor (parts only)

Proposed Alternates:

#	Description	+/-	Price	Accept	Deny
1	Replace all existing black threaded gas piping on roof with new galvanized threaded pipe and new regulators, unions and gas cocks for remaining units. Roof Top Blox pipe supports with ½ straps for pipe support	Add	\$5,700.00	☒	☐
Price with Alternates (add/subtract) alternates to original price)			\$	☒	

We specifically EXCLUDE the following:

- **After hours labor or Weekend labor (assumed during normal business hours)**
- Roofing Services
- Electrical Services (power wiring, disconnects, and breakers)
- Cleaning of existing diffusers, grilles, and ductwork
- Repair or replacement of existing electrical service, disconnects, breakers, starters, or thermostats
- Leak repairs in existing refrigerant piping to remain or replacement of refrigerant piping
- Supplemental/Temporary Cooling while equipment being replaced and off
- Fees incurred from diagnostic service calls/repairs leading up to replacement/repair proposal
- Changes, Modifications, or Deviations from the above scope- any work outside defined scope will be billed as an extra cost

We appreciate the opportunity to quote this project. Please contact us with any questions.

Sincerely,

Roger Gilmore

Account Manager
Commercial Division

Customer Acceptance of Proposal:

If you approve proposal, please sign and return (contact numbers at top of proposal)

Signed By: _____

Printed Name: _____

PO # (if required): _____

Billing Address: _____

Billing Address: _____

Date Accepted: _____

Payment Terms: 30 days net from date of invoice- Shumate Mechanical reserves right to lien property and/or repossess equipment if terms not met
Proposal Terms: Proposal is good for 30 days from latest date on proposal

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council Members

VIA: City Manager 
Director of Financial Services
Assistant Financial Services Director 
Purchasing Agent 

FROM: Buildings & Grounds 

DATE: August 25, 2016

SUBJECT: Facility Bond Generator Projects – Contract Award
September 1, 2016 City Council Meeting

RECOMMENDATION: Staff recommends that City Council award a contract to Prime Power as a brand name vendor for \$73,042.14 for one new 250kw Kohler Generator and one Kohler Nema 3R 400 Amp 3 Pole ATS at the Public Works Facility and \$26,933.68 for the repurposing of the generator being replaced.

DISCUSSION: In 2009 Prime Power was awarded the multi-year agreement for generator maintenance, beating out their competition. Staff has been pleased with the quality of the work done, timeliness, responses to projects as well as the prices charged for the work performed.

A new generator is budgeted in the Facility Authority bond for Public Works and includes the repurposing of the generator being replaced.

Staff was extremely pleased with Prime Powers' attention to detail, professionalism, concern for citizen safety, respect for City facilities, adherence to scope of work, ability to stay within budget and responsiveness.

Generator Replacement	\$73,042.14
Repurposing Generator	\$26,933.68 (option 4 in proposal)

Budget Impact: The current proposals are within the approved FAB budget.

Proposals attached.



Prime Power Services, Inc.
Atlanta, GA * Charlotte, NC * Raleigh, NC
Bringing Power Back to Life
800-741-0128

FORMAL QUOTATION

Quote Date:	Quote #:	Account #:
July 20, 2015	QUO-09505-R2	100485
Quoted to:		Site Address:
CITY OF PEACHTREE CITY / PUBLIC WORKS David Mcdaniel 209 MCINTOSH TRAIL PEACHTREE CITY, GA 30269 DMCDANIEL@PEACHTREE-CITY.ORG 7704875183		City Of Peachtree City / Public Works 209 McIntosh Trail Peachtree City, GA 30269

Dear Mr. MCDANIEL,

Prime Power Services, Inc. is pleased to present the following proposal as noted below for your review and approval.

DESCRIPTION:

Prime Power is pleased to quote the following materials and services as described herein to install one (1) New 250kw Kohler Generator and one (1) Kohler Nema 3R 400Amp 3 Pole ATS:

Included:

- Delivery, Rigging and Setting of generator/tank/enclosure onto concrete pad
- Project Management & Coordination by Prime Power Services
- Site Visits time and mileage as required
- Any required permits are included
- Installation of new ATS is included
- Installation of control wiring from generator to customer equipment are included

Excluded:

- New Fuel Tank is Not included

Equipment:

ENGINE/FUEL SYSTEM

- John Deere / Model 4045HF285 Diesel Engine

COOLING SYSTEM ACCESSORIES

- Unit mounted radiator – 50°C ambient capability, low coolant level shutdown
- Engine block heater – 2.5kW, 120V/1Ø/60 Hz



Prime Power Services, Inc.
Atlanta, GA * Charlotte, NC * Raleigh, NC
Bringing Power Back to Life
800-741-0128

FUEL SYSTEM ACCESSORIES

- Flexible fuel lines
- (note: Fuel tank provided by others)

UNIT ACCESSORIES

- **Housing** –weather resistant enclosure
- Stainless steel flexible exhaust connector, critical grade exhaust silencer, Tail pipe and rain cap

ENGINE ELECTRICAL ACCESSORIES

- Electronic/Isochronous governor
- Battery rack, cables and starting battery system – lead acid
- Battery charger – Automatic float, 10 amps with alarms

GENERATOR ACCESSORIES

- Main Line circuit breakers – **400Amp/3Pole**, 100% rated Electronic trip, installed on generator
- Voltage regulator +/- 0.5%

KOHLER DEC 3000 MICROPROCESSOR CONTROL

☞ NFPA 110 compliant

CONTROLLER ACCESSORIES

- Additional I/O module
- Engine run relay
- Remote Emergency Stop Switch

ADDITIONAL ACCESSORIES

- U. L. 2200 listed
- Vibration isolators – standard between engine/generator and skid base
- 2 Sets of owners/operators manuals
- 2 Year Kohler basic warranty

AUTOMATIC TRANSFER SWITCH

Qty: 1 **KOHLER** Model: KCS-AMTC-400S Automatic Transfer Switch Rated 277/480 VAC,
400 amps, 3Ø/4W, 3 pole, NEMA 3R enclosure, with all standard features and
accessories included as well as the following optional accessories:

- MPAC-1200 Control, Plant exerciser with load/no load selector
- Additional I/O Module
- 2 Year Kohler basic warranty



Prime Power Services, Inc.
Atlanta, GA * Charlotte, NC * Raleigh, NC
Bringing Power Back to Life
800-741-0128

PRICING:

Item	Price
Labor	\$14,193.57
Materials	\$58,848.57
Total before taxes (USD)	\$73,042.14
Taxes @ 0.00%	\$0.00
Total Including Taxes	\$73,042.14

PAYMENT TERMS:

Payment schedule as follows:

- Initial 30% Invoicing Mobilization At receipt of order
- Second 30% Invoicing Upon release of equipment for manufacturing
- Third 30% Invoicing as Equipment is shipped from Manufacturer or delivered to site
- Final 10% progress payments as work is completed
- Cancellation charges may apply if work is cancelled without sufficient notice
- Payment Terms Net 30
- For your convenience, we accept VISA
- We have made the assumption that this part of City of Peachtree City/Public Works is Tax Free

Feel free to contact me if you have any questions or require additional information. This quote is valid for 30 days. We look forward to this opportunity to be of further service to City Of Peachtree City / Public Works.



Prime Power Services, Inc.
Atlanta, GA * Charlotte, NC * Raleigh, NC
Bringing Power Back to Life
800-741-0128

* * * * *

This Quote is a binding offer, which you may accept by the signature of an authorized representative and faxing a copy to us at 770-739-9509. We and you shall be entitled to rely upon a copy or facsimile signature as sufficient evidence of a binding execution of our written agreement. All of the terms and conditions set forth in this Quote and in the attached Terms and Conditions of Sale shall apply to the contract, and no other conditions shall apply.

Sincerely,

PRIME POWER SERVICES, INC.

Josh Polich

770-739-2300 x236 404-909-0348
JPolich@primepower.com

Accepted By:

Quote #: QUO-09505-R2		Billing Address: 151 WILLOW BEND ROAD PEACHTREE CITY, GA 30269	
Please verify that your billing address is correct.		☐ Yes ☐ No (If No, please provide below)	
Billing Contact:		Contact #:	
E-mail:		Fax #:	
Address:			
Can the invoice be e-mailed?		☐ Yes ☐ No (If Yes, please provide e-mail address below)	
Invoice E-mail:			

The above offer of goods and services is accepted under the Terms and conditions of Sale of Prime Power Services, Inc.

Authorized Signature: _____

Print Name and Title: _____

Date signed: _____ **PO#:** _____



Prime Power Services, Inc.

Atlanta, GA * Charlotte, NC * Raleigh, NC

800-741-0128

Terms and Conditions of Sale

The following are the terms and conditions under which Prime Power Services, Inc. ("Seller") agrees to sell its Products and Services to the purchaser specified on the reverse side hereof ("Buyer").

1. Quotations. Quotations furnished by Seller shall be valid for ninety (90) days from date of issuance, unless otherwise specified therein.

2. Orders and Acceptances. No purchase order of Buyer (whether or not in response to a quotation furnished by Seller) shall become a binding obligation of Seller unless it is in writing and until Seller has approved in writing and accepted such order at its offices in Austell, Georgia. Seller will confirm its acceptance by issuing a written confirmation or order acknowledgment. Seller's written sales agreement, acceptance of Buyer's order or any amendment thereto shall not be effective for sales with a sales price (including an aggregate sales price for installment or related sales) in excess of five thousand dollars (\$5,000) unless evidenced in writing and signed on Seller's behalf by one authorized officer or agent of Seller. Seller's acceptance of any order from Buyer is subject to and includes the terms and conditions of sale set forth herein, and is expressly conditioned upon Buyer's assent to any terms and conditions hereof which are additional to or different from the terms and conditions in any such order of Buyer. Buyer's assent to the terms and conditions hereof shall be conclusively presumed by Buyer's failure to object in writing to Seller's agreement of sale or confirmation within ten days of receipt, or by Buyer's acceptance of delivery of Products (or performance of Services) from Seller. No provision of any purchase order or expression of acceptance of Buyer that conflicts with the terms hereof or which would create any additional obligation or liability for Seller shall have any force or effect, and notice of objection to same is hereby given by Seller.

3. Changes and Cancellations. Purchase orders may not be changed or cancelled by Buyer without the written approval of Seller. Seller reserves to its sole judgment and discretion when and under what circumstances it will approve any such change or cancellation. Without limiting the foregoing, changes may be approved if timely and an equitable adjustment is made in the purchase price and requested shipper/performance date, and cancellations may be approved if Seller is reimbursed for all costs and expenses incurred by Seller in connection with performing or preparing to perform under such order, as well as losses such as overhead and profit. Seller reserves the right, by written notice to Buyer, to change or cancel the sale of Products or Services, without liability to Seller, in the event of the happening of an event of default. (See Section 8)

4. Prices. Unless otherwise agreed in writing by Seller, all prices of Products are F.O.B. Seller's plant, Austell, Georgia (or other place of manufacture), and are exclusive of all freight and packing and unpacking charges and all applicable taxes (including, without limitation, state and local sales and use and ad valorem taxes) and duties and fees imposed by any governmental authority (excluding any taxes measured upon Seller's net income), which are the responsibility of, and shall be paid by, Buyer (unless satisfactory evidence of exemption is provided to Seller). To the extent Seller has a legal obligation to collect and remit any such taxes, duties and fees, such charges will appear as a separate item on the invoice to Buyer. Seller's rates and charges for Services, and policy regarding reimbursable expenses, are as described in written fee schedules of Seller in effect from time to time (a current copy of which will be provided to Buyer upon request). Unless otherwise agreed in writing by Seller, prices are firm for the Products and Services only through the requested shipper/performance dates appearing on the reverse side hereof. Seller reserves the right thereafter to increase the price to Seller's then-prevailing price.

5. Invoices and Payment. Subject to any contrary provision on the reverse side hereof, and Section 6 below, the purchase price for Products and Services sold hereunder, and all other amounts due to Seller, shall be due and payable in full invoice amount (in U.S. dollars) at Seller's office in Austell, Georgia as noted above after the date of invoice. Seller shall be entitled immediately to invoice Buyer for Products as to which Buyer fails or refuses for any reason to accept delivery on the delivery date specified on the face hereof, and Buyer will pay all costs incurred by Seller as a consequence of the failure or refusal to take delivery, including, without limitation, reasonable charges for storage and handling. Any check or remittance received from or for the account of Buyer may be accepted or applied by Seller against any indebtedness or obligation owing by Buyer, as shown by the books and records of Seller, without prejudice to or the discharge of the remainder of any such indebtedness or obligation, regardless of any condition, provision, statement, legend or notation appearing on, referring to or accompanying such check or remittance.

A service charge equal to the lesser of (i) 1 1/2% per month and (ii) the maximum rate permitted by applicable law may be imposed, at Seller's option, on all amounts which are past due hereunder, until paid. Time is of the essence with regard to all payments due to Seller. Should Buyer become delinquent in the payment of any amount due hereunder, Seller, at its option and upon notice to Buyer, may suspend performance under any outstanding order. In the event any payment due Seller is collected by or through an attorney-at-law or a collection agency, Buyer agrees to pay all costs of collection, including, but not limited to, all court costs and reasonable attorneys' fees.

6. Credit. If Seller extends credit terms under the Sales Agreement, then it reserves the right to change or rescind the credit terms at any time and from time to time upon notice to Buyer when, in the opinion of Seller, Buyer's financial condition, credit standing or payment record so warrants. In such event Seller may require partial or full cash payment in advance of production or shipment, cash on delivery, or such other guarantees and assurances as may be satisfactory to Seller.

7. Security Interest. To secure the performance of Buyer's obligations hereunder, Seller reserves, and Buyer grants to Seller, a security interest in all Products sold hereunder, and in all proceeds thereof (including accounts receivable), until payment of all amounts due to Seller. Buyer agrees to execute and deliver, upon request by Seller, such financing statements and other documents as may be necessary for Seller to perfect and maintain the security interest provided herein. Buyer hereby appoints Seller as Buyer's attorney in fact with full power to execute in Buyer's name and stand and to record financing statements and such other documents as deemed appropriate by Seller to evidence Seller's security interest in the Products.

8. Default. Buyer shall be in default under the Sales Agreement upon the occurrence of any of the following events: (i) insolvency of Buyer, (ii) the filing of a voluntary petition in bankruptcy by Buyer, (iii) the filing of an involuntary petition to have Buyer declared bankrupt, (iv) the appointment of a receiver or trustee for Buyer, (v) the execution by Buyer of an assignment for the benefit of creditors, (vi) the discontinuance of business by Buyer, (vii) the sale by Buyer of the bulk of its assets other than in the usual course of business, (viii) the failure by Buyer to make any payment under the Sales Agreement when due or to comply with any other material term or condition of the Sales Agreement.

If Buyer is in default hereunder, Seller, in addition to any other rights it has under applicable law and any other provision of the Sales Agreement, shall have the right to do any one or more of the following: (i) cease or suspend its performance under the Sales Agreement; (ii) cancel the Sales Agreement as to any Products not then delivered; (iii) declare, without demand or notice of any kind, the entire outstanding balance owing by Buyer for Products already delivered or Services already performed under the Sales Agreement immediately due and payable, whether or not the same shall have become immediately due and payable; (iv) recover damages arising from Buyer's default, including, without limitation, costs and lost profits associated with Products not yet delivered; (v) recover all costs of collection, including reasonable attorneys' fees; and (vi) exercise all rights available to an aggrieved Seller and/or a secured party under the Georgia Uniform Commercial Code. Buyer hereby waives any and all rights to notice and hearing prior to seizure of the Products upon Buyer's default. Seller's rights hereunder shall be cumulative and in addition to any and all other rights available to Seller under applicable law.

9. Shipment. Unless otherwise agreed in writing by Seller, all Products sold hereunder shall be delivered F.O.B. Seller's plant, Austell, Georgia (or other place of manufacture). Delivery dates specified in the Sales Agreement or confirmation, or otherwise specified by either party, shall be deemed to be estimates and not guaranteed and are, in all cases, ex-manufacturing plant. Seller agrees to ship the Products by such means of shipment and with such carrier as Buyer may designate to Seller in writing (or as Seller may select in the absence of a timely designation by Buyer or timely pick-up by Buyer's designated carrier). The amount and payment of all freight charges and other expenses of shipment shall be the responsibility of Buyer and, unless otherwise specifically agreed by Seller, shall be paid by Buyer directly to the carrier. Under no circumstances shall Seller be obligated to obtain insurance on Buyer's behalf unless Seller expressly agrees in writing to do so. Buyer shall bear all risk of loss or damage to the Products after delivery to the carrier at the point of shipment. Anything to the contrary in a purchase order or confirmation notwithstanding, risk of loss also shall pass to Buyer upon the occurrence of any of the following events: (i) Buyer is unable or refuses to accept delivery on the delivery date for the shipment specified on the confirmation, or (ii) Products are identified and ready for delivery in accordance with the Sales Agreement and Buyer has failed to furnish Seller with shipping instructions; or (iii) Buyer has paid the entire purchase price for identified Products prior to delivery.

10. Witness Testing and Inspection. Seller may make available to Buyer, prior to delivery of Products, at Seller's plant, or other location designated by Seller, Seller's standard testing of the Products for witness by Buyer. Buyer shall inspect the Products promptly upon each delivery thereof. The Products will be deemed accepted upon delivery unless Buyer provides written notice of rejection to Seller within 20 days after delivery of the Products. provided, however, that if Seller's Services include "turn-key" installation and start-up, the Products (and related Services) will be deemed accepted at the installation site upon successful conclusion of Seller's standard start-up procedures. Such acceptance is without prejudice to the warranty rights afforded Buyer hereunder.

11. Site Preparation. Seller shall be under no obligation to perform Services at the project site, including turn-key installation, unless the site (and subject equipment of Buyer) is properly prepared. Seller may refuse to provide Services (without such refusal constituting a breach hereunder) if, in Seller's opinion, conditions at the project site present a hazard to the safety or health of any person. Seller reserves the right to require the presence of a representative of Buyer (or the project owner) at any time during the performance of Services at the site.

12. Infringement. Except as otherwise provided below, Seller shall defend or settle, at its expense, any claim (or action) brought against Buyer alleging that the design or programming of any Products sold hereunder infringes a U.S. copyright or the claims of any U.S. patent owned by any third party, and shall indemnify Buyer for all direct damages and costs finally awarded against Buyer in connection therewith, provided that Buyer provides Seller with prompt written notice of such claim and affords

Seller reasonable assistance and the sole authority to defend or settle such claim.

In the event of settlement of any such claim, Seller may, at its option, obtain for Buyer the right to continue using the Products sold hereunder, replace such Products with other non-infringing products, modify such Products so that they become non-infringing, or refund the depreciated value (purchase price, less a reasonable allowance for use) of such Products and accept the return of same.

Notwithstanding the foregoing, Seller shall have no obligation or liability for any infringement or alleged infringement of any patent, copyright or other intellectual property right resulting from: (i) compliance with Buyer's design (or programming) specifications or instructions, (ii) unauthorized modification of the Products, (iii) the use of the Products other than as specified in relevant Seller operational manuals, or (iv) the use of the Products in combination with any products not supplied by Seller (to the extent such infringement or alleged infringement results from such combination). In each such case Buyer shall owe the above-described indemnity and defense obligations to Seller.

The foregoing states the entire obligation and liability of Seller to Buyer for infringement of intellectual property rights by Products furnished hereunder.

13. Specifications. Unless otherwise expressly agreed in writing by Seller, Seller shall not be liable to Buyer, based on the use thereof by Seller in the Products or Services provided, for the appropriateness or fitness for a particular purpose of components specified by Buyer to be used by Seller in such Products or Services. Seller shall not be liable to Buyer based upon any plans or specifications of Buyer or any third party, whether or not delivered to Seller, or for any errors or omissions in said plans and specifications and for the failure of the Products covered by this contract to conform to said plans and specifications.

14. Limited Warranty. Seller warrants that: (a) all Products sold hereunder will be new and unused (unless otherwise indicated), and free from defects in material and workmanship for a period of one year from the date of delivery; and (b) all Services provided by Seller hereunder will be performed in a good and workmanlike manner.

If any Product (or component thereof) sold hereunder proves to be defective during the warranty period, Seller will, at its option, either repair the defective Product (or component) without charge for parts and labor, or will provide a replacement Product (or component) in exchange for the defective Product (or component). Buyer shall be responsible for shipping and other transportation costs. Under no circumstances may Buyer return any Product or component to Seller without Seller's prior written authorization.

Any Services provided by Seller that prove to be defective within 90 days after the date such Services were provided, shall be promptly corrected by Seller upon receipt of written notice from Buyer to do so (unless Buyer has previously confirmed in writing its acceptance of such Services).

Buyer shall be responsible for travel, lodging and reasonable expenses of Seller's service personnel for on-site warranty service. If Seller is unable, within a reasonable time, to repair or replace any Product (or component), or correct any Service, to a condition as warranted herein, Buyer shall be entitled to a refund of the purchase price of such Product or component (upon return of the Product or component to Seller) or Services.

Supplemental warranty information may be provided by Seller with respect to certain Products or Services. Seller also will assign to Buyer, upon Buyer's written request, any assignable warranties provided to Seller by manufacturers or suppliers of components utilized in Products sold by Seller hereunder. Seller's undertaking to effect such assignment is contingent upon Buyer reimbursing Seller for any expenses associated therewith.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING (BUT NOT BY WAY OF LIMITATION) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS OF THE PRODUCTS OR SERVICES FOR ANY PARTICULAR PURPOSE, AND HEREBY DISCLAIMS THE SAME.

15. Exclusions from Warranty. The limited warranty provided in Section 14 above shall not apply to, and Seller gives no warranty against, any damage, defect or failure created by or arising from: (i) improper or inadequate maintenance (unless and to the extent Seller is responsible for providing such maintenance), (ii) Buyer supplied parts or components, or connection of the Products to incompatible equipment, (iii) operation of the Products outside of environmental specifications (including above the Products' rated capacity or voltage), (iv) misapplication, misuse, neglect or alteration of the Products, (v) attempts by anyone other than Seller to install, repair or service the Products, or (vi) accidents, acts of God or any other cause or occurrence beyond the control of Seller.

Seller makes no warranty regarding used components or used Products provided hereunder, and all such used components and used Products are sold as is. Seller shall not be responsible for, nor liable for any damages resulting from, the failure of any component supplied by Buyer or any third party and installed, serviced or repaired by Seller, except Seller's limited warranty in Section 14 will apply to such a failure caused solely by Seller's negligence in performing the installation, servicing or repair.

16. Limited Liability. In no event (regardless of the legal theory asserted) shall Seller be liable for loss or for any indirect, special, incidental or consequential damages (including, without limitation, lost profits and business interruption expenses) arising out of or in connection with the sale, delivery, nondelivery, installation, maintenance, specification, recommendation, condition, possession or use of the Products or Seller's provision of Services, even if Seller has been advised of the possibility of such loss or damages. In no event shall Seller's liability under any claim made by Buyer, including any claim under warranty, exceed the purchase price actually paid by Buyer for the Products or Services in respect of which such claim is made.

No action may be brought against Seller for breach or default under this Sales Agreement more than one year after the cause of action has arisen.

17. Confidentiality. Buyer acknowledges and agrees that Seller may provide Buyer with copies of designs, plans, drawings, schematics, start-up and operating instructions and information relating to component or system programming in connection with the sale of Products, or the installation, use, servicing and maintenance thereof, which are the property of Seller and constitute confidential and proprietary information of Seller (and will be indicated as such). Buyer agrees to return such materials and information to Seller immediately upon Seller's request, and to keep all such information confidential and not disclose any such information to any third party without Seller's prior written consent. Buyer further agrees not to copy, disseminate or use any such information except in connection with the use and operation of Products purchased from Seller.

18. Force Majeure. Seller shall not be liable for any failure or delay in performance hereunder if caused, directly or indirectly, by acts of God, civil insurrection, wars, sabotage, fires, floods or other unavoidable casualty, governmental laws, ordinances, rules, regulations, treaties, orders or other restrictions, labor disputes or shortages (including, but not limited to, strikes, lockouts and slowdowns), accidents, delays in transportation, supply shortages, delays in delivery or other failure to perform by any supplier or subcontractor of Seller, or any other event or contingency beyond the reasonable control of Seller. If, as a result of any such contingency, performance by Seller is delayed, the original period for performance shall be extended for a reasonable period of time (equal at least to the period of time lost by reason of the delay) to allow for completion of performance. If, due to any contingency as above described, Seller is unable to supply the total demands for any Products specified in the Sales Agreement, then Seller shall have the right to allocate its available supply among its customers in a fair and equitable manner.

19. Compliance with Laws and Rules. Each of Buyer and Seller agrees to comply with all applicable laws and regulations in connection with the performance of their respective obligations hereunder. Without limiting the foregoing, Buyer will not export, directly or indirectly, any Product purchased hereunder without first obtaining all necessary permits and authorizations from the United States government. Seller further agrees to comply with all reasonable laws and regulations disclosed to it by Buyer (or other project owner) relating to the conduct of Seller's personnel while on Buyer's (or the project owner's) premises.

20. Miscellaneous. (a) **Assignment.** Buyer may not assign or otherwise transfer any of its rights or delegate any of its obligations under this Sales Agreement without the prior consent of Seller. The Sales Agreement shall inure to the benefit of Seller's successors and assigns. (b) **Governing Law.** This Sales Agreement, and the rights of the parties hereunder, shall be governed by and construed and enforced in accordance with the laws of the State of Georgia, including the Georgia Uniform Commercial Code. (c) **No Waiver.** The failure of Seller at any time, or for any period of time, to enforce any provision of this agreement shall not be construed as a waiver of such provision or the right of Seller thereafter to enforce each and every provision hereof. The rights and remedies available to Seller hereunder shall be in addition to, and not in limitation of, all other rights and remedies available to Seller at law or in equity. (d) **Notices.** All notices required or authorized hereunder shall be given in writing and shall be deemed delivered upon receipt if delivered personally or by courier or telecopy, and three days after the date of postage if sent by registered or certified mail. Facsimile signatures of the parties are valid for all purposes under this agreement. (e) **Severability.** The provisions hereof are severable. If any provision shall be held to be illegal or unenforceable, the remaining provisions hereof shall continue in full force and effect. (f) **Entire Agreement.** These Terms and Conditions of Sale together with any other terms and conditions set forth on the face hereof constitute the sole and entire agreement (herein referred to as the "Sales Agreement") between Buyer and Seller with respect to the subject matter hereof and supersede all prior discussions and agreements between the parties concerning the Products and Services. Buyer represents and warrants that it is not relying on any promises, covenants, representations, or agreements other than as expressly set forth herein and on the face hereof in entering into the Sales Agreement. The Sales Agreement shall not be modified or amended except pursuant to a written document signed by the parties hereto. As used herein, "Seller" means Prime Power, Inc., "Buyer" means the customer shown on the face hereof and "Products(s)" and "Service(s)" mean, respectively, the good(s) and service(s) described on the face hereof.



Prime Power Services, Inc.
Atlanta, GA * Charlotte, NC * Raleigh, NC
Bringing Power Back to Life
800-741-0128

FORMAL QUOTATION

Quote Date:	Quote #:	Account #:
December 8 2015	QUO-09594-R1	100485
Quoted to:		Site Address:
CITY OF PEACHTREE CITY / PUBLIC WORKS David Mcdaniel 209 MCINTOSH TRAIL PEACHTREE CITY, GA 30269 DMCDANIEL@PEACHTREE-CITY.ORG 7704875183		City Of Peachtree City / Public Works 209 McIntosh Trail Peachtree City, GA 30269

Dear Mr. MCDANIEL,

Prime Power Services, Inc. is pleased to present the following proposal as noted below for your review and approval.

DESCRIPTION:

Prime Power is pleased to quote the following services:

___ Option 1

Provide labor and materials to install one (1) KOHLER Model: KCS-AMTC-400S Automatic Transfer Switch Rated 277/480 VAC, 400 amps, 3Ø/4W, 3 pole, NEMA 3R enclosure, with all standard features and accessories included as well as the following optional accessories:

- * MPAC-1200 Control, Plant exerciser with load/no load selector
- * Additional I/O Module
- * 5 Year Kohler comprehensive warranty

Item	Price
Labor to be performed during the weekend	\$7,097.09
Materials	\$7,531.02
Total before taxes (USD)	\$14,628.11
Taxes @ 0.00%	\$0.00
Total Including Taxes	\$14,628.11

___ Option 2

Provide labor and materials to install one (1) Deep Sea Control Panel to consist of the Following:

- * One (1) Deep Sea 7310 Controller and Housing
- * One (1) Engine Wiring Harness
- * One (1) Generator Wiring Harness (voltage sensing leads and CT leads)
- * Two (2) 24VDC Relays rated 20 amps for Fuel Solenoid, Starter Solenoid
- * One (1) 10 Bar VDO Oil Pressure Sender



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- * One (1) 120 C VDO Water Temp Sender
- * One (1) Emergency Stop Switch
- * Three (3) 600:5 CT's

Item	Price
Labor to be performed during regular business hours	\$5,288.80
Materials	\$2,454.02
Total before taxes (USD)	\$7,742.82
Taxes @ 0.00%	\$0.00
Total Including Taxes	\$7,742.82

Option 3

Provide one (1) UL-142 300 Gallon Cylindrical diesel fuel tank with the following:

- * 300 Gallon Cylindrical UL-142 tank, tight wrap double wall, painted white
- * Dimensions: 38" Dia X 62"L approximate weight 750lbs
- * 2" Kruger Mechanical fuel level gauge
- * Fuel in Basin Switch
- * 2" NPT Extra Fitting
- * Dual High/Low Fuel Level (50% low, 90% high standard
- * 2" NPT, Mushroom Style, Screened Atmospheric Vent Cap
- * 3" NPT Emergency Pressure Relief Vent Cap
- * Shipping to site from Factory

Excluded:

- * Concrete Pad
- * Electrical Hook Ups
- * Mechanical Hook Ups
- * Off loading at Site

Item	Price
Labor	\$0.00
Materials	\$10,912.38
Total before taxes (USD)	\$10,912.38
Taxes @ 0.00%	\$0.00
Total Including Taxes	\$10,912.38

Option 4

Provide labor and materials to install one (1) KOHLER Model: KCS-AMTC-400S Automatic Transfer Switch Rated 277/480 VAC, 400 amps, 3Ø/4W, 3 pole, NEMA 3R enclosure, with all standard features and accessories included as well as the following optional accessories:

- * MPAC-1200 Control, Plant exerciser with load/no load selector
- * Additional I/O Module
- * 5 Year Kohler comprehensive warranty



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Provide labor and materials to install one (1) UL-142 300 Gallon Cylindrical diesel fuel tank with the following:

- * 300 Gallon Cylindrical UL-142 tank, tight wrap double wall, painted white
- * Dimensions: 38" Dia X 62"L approximate weight 750lbs
- * 2" Kruger Mechanical fuel level gauge
- * Fuel in Basin Switch
- * 2" NPT Extra Fitting
- * Dual High/Low Fuel Level (50% low, 90% high standard
- * 2" NPT, Mushroom Style, Screened Atmospheric Vent Cap
- * 3" NPT Emergency Pressure Relief Vent Cap
- * Shipping to site from Factory

Included:

- * Connections from fuel tank to generator
- * Boom Truck to unload and set fuel tank
- * ATS installation on the weekend
- * Test run

Excluded:

- * Concrete Pad

Item	Price
Labor	\$8,989.16
Materials	\$17,944.52
Total before taxes (USD)	\$26,933.68
Taxes @ 0.00%	\$0.00
Total Including Taxes	\$26,933.68

PAYMENT TERMS:

Net 15

For your convenience, we accept VISA.

Feel free to contact me if you have any questions or require additional information. This quote is valid for 30 days. We look forward to this opportunity to be of further service to City Of Peachtree City / Public Works.



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* * * * *

This Quote is a binding offer, which you may accept by the signature of an authorized representative and faxing a copy to us at 770-739-9509. We and you shall be entitled to rely upon a copy or facsimile signature as sufficient evidence of a binding execution of our written agreement. All of the terms and conditions set forth in this Quote and in the attached Terms and Conditions of Sale shall apply to the contract, and no other conditions shall apply.

Sincerely,

PRIME POWER SERVICES, INC.

Josh Polich

770-739-2300 x236 404-909-0348
JPolich@primepower.com

Accepted By:

Quote #: QUO-09594	Billing Address: 151 WILLOW BEND ROAD PEACHTREE CITY, GA 30269
Please verify that your billing address is correct. ☐ Yes ☐ No (If No, please provide below)	
Billing Contact:	Contact #:
E-mail:	Fax #:
Address:	
Can the invoice be e-mailed? ☐ Yes ☐ No (If Yes, please provide e-mail address below)	
Invoice E-mail:	

The above offer of goods and services is accepted under the Terms and conditions of Sale of Prime Power Services, Inc.

Authorized Signature: _____

Print Name and Title: _____

Date signed: _____ **PO#:** _____



Prime Power Services, Inc.

Atlanta, GA * Charlotte, NC * Raleigh, NC

800-741-0128

Terms and Conditions of Sale

- The following are the terms and conditions under which Prime Power Services, Inc. ("Seller") agrees to sell its Products and Services to the purchaser specified on the reverse side hereof ("Buyer").
- Quotations** Quotations furnished by Seller shall be valid for ninety (90) days from date of issuance, unless otherwise specified therein.
 - Orders and Acceptances** No purchase order of Buyer (whether or not in response to a quotation furnished by Seller) shall become a binding obligation of Seller unless it is in writing and until Seller has approved in writing and accepted such order at its offices in Austell, Georgia. Seller will confirm its acceptance by issuing a written confirmation or order acknowledgment. Seller's written sales agreement, acceptance of Buyer's order or any amendment thereto shall not be effective for sales with a sales price (including an aggregate sales price for installment or related sales) in excess of five thousand dollars (\$5,000) unless evidenced in writing and signed on Seller's behalf by one authorized officer or agent of Seller. Seller's acceptance of any order from Buyer is subject to and includes the terms and conditions of sale set forth herein, and is expressly conditioned upon Buyer's assent to any terms and conditions hereof which are additional to or different from the terms and conditions in any such order of Buyer. Buyer's assent to the terms and conditions hereof shall be conclusively presumed by Buyer's failure to object in writing to Seller's agreement of sale or confirmation within ten days of receipt, or by Buyer's acceptance of delivery of Products (or performance of Services) from Seller. No provision of any purchase order or expression of acceptance of Buyer that conflicts with the terms hereof or which would create any additional obligation or liability for Seller shall have any force or effect, and notice of objection to same is hereby given by Seller.
 - Changes and Cancellations** Purchase orders may not be changed or cancelled by Buyer without the written approval of Seller. Seller reserves to its sole judgment and discretion when and under what circumstances it will approve any such change or cancellation. Without limiting the foregoing, changes may be approved if timely and an equitable adjustment is made in the purchase price and requested ship/performance dates, and cancellations may be approved if Seller is reimbursed for all costs and expenses incurred by Seller in connection with performing or preparing to perform under such order, as well as losses such as overhead and profit. Seller reserves the right, by written notice to Buyer, to change or cancel the sale of Products or Services, without liability to Seller, in the event of the happening of an event of default. (See Section 8)
 - Prices** Unless otherwise agreed in writing by Seller, all prices of Products are F.O.B. Seller's plant, Austell, Georgia (or other place of manufacture), and are exclusive of all freight and packing and unpacking charges and all applicable taxes (including, without limitation, state and local sales, use and ad valorem taxes) and duties and fees imposed by any governmental authority (excluding any taxes measured upon Seller's net income), which are the responsibility of, and shall be paid by, Buyer (unless satisfactory evidence of exemption is provided to Seller). To the extent Seller has a legal obligation to collect and remit any such taxes, duties and fees, such charges will appear as a separate item on the invoice to Buyer. Seller's rates and charges for Services, and policy regarding reimbursable expenses, are as described in written fee schedules of Seller in effect from time to time (a current copy of which will be provided to Buyer upon request). Unless otherwise agreed in writing by Seller, prices are firm for the Products and Services only through the requested ship/performance dates appearing on the reverse side hereof. Seller reserves the right thereafter to increase the price to Seller's then-prevailing price.
 - Invoices and Payment** Subject to any contrary provision on the reverse side hereof, and Section 6 below, the purchase price for Products and Services sold hereunder, and all other amounts due to Seller, shall be due and payable in full invoice amount (in U.S. dollars) at Seller's office in Austell, Georgia as noted above after the date of invoice. Seller shall be entitled immediately to invoice Buyer for Products as to which Buyer fails or refuses for any reason to accept delivery on the delivery date specified on the face hereof, and Buyer will pay all costs incurred by Seller as a consequence of the failure or refusal to take delivery, including, without limitation, reasonable charges for storage and handling. Any check or remittance received from or for the account of Buyer may be accepted or applied by Seller against any indebtedness or obligation owing by Buyer, as shown by the books and records of Seller, without prejudice to or the discharge of the remainder of any such indebtedness or obligation, regardless of any condition, proviso, statement, legend or notation appearing on, referring to or accompanying such check or remittance.
 - A service charge equal to the lesser of (i) 1½% per month and (ii) the maximum rate permitted by applicable law may be imposed, at Seller's option, on all amounts which are past due hereunder, until paid. Time is of the essence with regard to all payments due to Seller. Should Buyer become delinquent in the payment of any amount due hereunder, Seller, at its option and upon notice to Buyer, may suspend performance under any outstanding order. In the event any payment due Seller is collected by or through an attorney-at-law or a collection agency, Buyer agrees to pay all costs of collection, including, but not limited to, all court costs and reasonable attorneys' fees.
 - Credit** If Seller extends credit terms under the Sales Agreement, then it reserves the right to change or rescind the credit terms at any time and from time to time upon notice to Buyer when, in the opinion of Seller, Buyer's financial condition, credit standing or payment record warrants. In such event Seller may require partial or full cash payment in advance of production or shipment, cash on delivery, or such other guarantees and assurances as may be satisfactory to Seller.
 - Security Interest** To secure the performance of Buyer's obligations hereunder, Seller reserves, and Buyer grants to Seller, a security interest in all Products sold hereunder, and in all proceeds thereof (including accounts receivable), until payment of all amounts due to Seller. Buyer agrees to execute and deliver, upon request by Seller, such financing statements and other documents as may be necessary for Seller to perfect and maintain the security interest provided herein. Buyer hereby appoints Seller as Buyer's attorney in fact with full power to execute in Seller's name and stead and to record financing statements and such other documents as deemed appropriate by Seller to evidence Seller's security interest in the Products.
 - Default** Buyer shall be in default under the Sales Agreement upon the occurrence of any of the following events: (i) insolvency of Buyer, (ii) the filing of a voluntary petition in bankruptcy by Buyer, (iii) the filing of an involuntary petition to have Buyer declared bankrupt, (iv) the appointment of a receiver or trustee for Buyer, (v) the execution by Buyer of an assignment for the benefit of creditors, (vi) the discontinuance of business by Buyer, (vii) the sale by Buyer of the bulk of its assets other than in the usual course of business, (viii) the failure by Buyer to make any payment under the Sales Agreement when due or to comply with any other material term or condition of the Sales Agreement.
 - If Buyer is in default hereunder, Seller, in addition to any other rights it has under applicable law and any other provision of the Sales Agreement, shall have the right to do any one or more of the following: (i) cease or suspend its performance under the Sales Agreement, (ii) cancel the Sales Agreement as to any Products not then delivered, (iii) declare, without demand or notice of any kind, the entire outstanding balance owing by Buyer for Products already delivered or Services already performed under the Sales Agreement immediately due and payable, whereupon the same shall become immediately due and payable, (iv) recover damages arising from Buyer's default, including, without limitation, costs and lost profits associated with Products not yet delivered, (v) recover all costs of collection, including reasonable attorneys' fees, and (vi) exercise all rights available to an aggrieved Seller and/or a secured party under the Georgia Uniform Commercial Code. Buyer hereby waives any and all rights to notice and hearing prior to seizure of the Products upon Seller's default. Seller's rights hereunder shall be cumulative and in addition to any and all other rights available to Seller under applicable law.
 - Shipment** Unless otherwise agreed in writing by Seller, all Products sold hereunder shall be delivered F.O.B. Seller's plant, Austell, Georgia (or other place of manufacture). Delivery dates specified in the Sales Agreement or confirmation, or otherwise specified by either party, shall be deemed to be estimates and not guaranteed and are, in all cases, ex-manufacturing plant. Seller agrees to ship the Products by such means of shipment and with such carrier as Buyer may designate to Seller in writing (or as Seller may select in the absence of a timely designation by Buyer or timely pick-up by Buyer's designated carrier). The amount and payment of all freight charges and other expenses of shipment shall be the responsibility of Buyer and, unless otherwise specifically agreed by Seller, shall be paid by Buyer directly to the carrier. Under no circumstances shall Seller be obligated to obtain insurance on Buyer's behalf unless Seller expressly agrees in writing to do so. Buyer shall bear all risk of loss or damage to the Products after delivery to the carrier at the point of shipment. Anything to the contrary in a purchase order or confirmation notwithstanding, risk of loss also shall pass to Buyer upon the occurrence of any of the following events: (i) Buyer is unable or refuses to accept delivery on the delivery date for the shipment specified on the confirmation, or (ii) Products are identified and ready for delivery in accordance with the Sales Agreement and Buyer has failed to furnish Seller with shipping instructions, or (iii) Buyer has paid the entire purchase price for identified Products prior to delivery.
 - Witness Testing and Inspection** Seller may make available to Buyer, prior to delivery of Products, at Seller's plant, or other location designated by Seller, Seller's standard testing of the Products for witness by Buyer. Buyer shall inspect the Products promptly upon each delivery thereof. The Products will be deemed accepted upon delivery unless Buyer provides written notice of rejection to Seller within 20 days after delivery of the Products, provided, however, that if Seller's Services include "turn-key" installation and start-up, the Products (and related Services) will be deemed accepted at the installation site upon successful conclusion of Seller's standard start-up procedures. Such acceptance is without prejudice to the warranty rights afforded Buyer hereunder.
 - Site Preparation** Seller shall be under no obligation to perform Services at the project site, including turn-key installation, unless the site (and subject equipment of Buyer) is properly prepared. Seller may refuse to provide Services (without such refusal constituting a breach hereunder) if, in Seller's opinion, conditions at the project site present a hazard to the safety or health of any person. Seller reserves the right to require the presence of a representative of Buyer (or the project owner) at any time during the performance of Services at the site.
 - Infringement** Except as otherwise provided below, Seller shall defend or settle, at its expense, any claim (or action) brought against Buyer alleging that the design or programming of any Products sold hereunder infringes a U.S. copyright or the claims of any U.S. patent owned by any third party, and shall indemnify Buyer for all direct damages and costs finally awarded against Buyer in connection therewith, provided that Buyer provides Seller with prompt written notice of such claim and affords Seller reasonable assistance and the sole authority to defend or settle such claim.
- In the defense or settlement of any such claim, Seller may, at its option, obtain for Buyer the right to continue using the Products sold hereunder, replace such Products with other non-infringing products, modify such Products so that they become non-infringing, or refund the depreciated value (purchase price, less a reasonable allowance for use) of such Products and accept the return of same.
- Notwithstanding the foregoing, Seller shall have no obligation or liability for any infringement or alleged infringement of any patent, copyright or other intellectual property right resulting from (i) compliance with Buyer's design (or programming) specifications or instructions, (ii) unauthorized modification of the Products, (iii) the use of the Products other than as specified in relevant Seller operational manuals, or (iv) the use of the Products in combination with any products not supplied by Seller (to the extent such infringement or alleged infringement results from such combination). In each such case Buyer shall owe the above-described indemnity and defense obligations to Seller.
- The foregoing states the entire obligation and liability of Seller to Buyer for infringement of intellectual property rights by Products furnished hereunder.
- Specifications** Unless otherwise expressly agreed in writing by Seller, Seller shall not be liable to Buyer, based on the use thereof by Seller in the Products or Services provided, for the appropriateness or fitness for a particular purpose of components specified by Buyer to be used by Seller in such Products or Services. Seller shall not be liable to Buyer based upon any plans or specifications of Buyer or any third party, whether or not delivered to Seller, or for any errors or omissions in said plans and specifications and for the failure of the Products covered by this contract to conform to said plans and specifications.
- Limited Warranty** Seller warrants that: (a) all Products sold hereunder will be new and unused (unless otherwise indicated), and free from defects in material and workmanship for a period of one year from the date of delivery; and (b) all Services provided by Seller hereunder will be performed in a good and workmanlike manner.
- If any Product (or component thereof) sold hereunder proves to be defective during the warranty period, Seller will, at its option, either repair the defective Product (or component) without charge for parts and labor, or will provide a replacement Product (or component) in exchange for the defective Product (or component). Buyer shall be responsible for shipping and other transportation costs. Under no circumstances may Buyer return any Product or component to Seller without Seller's prior written authorization.
- Any Services provided by Seller that prove to be defective within 90 days after the date such Services were provided, shall be promptly corrected by Seller upon receipt of written notice from Buyer to do so (unless Buyer has previously confirmed in writing its acceptance of such Services).
- Buyer shall be responsible for travel, lodging and reasonable expenses of Seller's service personnel for on-site warranty service. If Seller is unable, within a reasonable time, to repair or replace any Product (or component), or correct any Service, to a condition as warranted herein, Buyer shall be entitled to a refund of the purchase price of such Product or component (upon return of the Product or component to Seller) or Services.
- Supplemental warranty information may be provided by Seller with respect to certain Products or Services. Seller also will assign to Buyer, upon Buyer's written request, any assignable warranties provided to Seller by manufacturers or suppliers of components utilized in Products sold by Seller hereunder. Seller's undertaking to effect such assignment is contingent upon Buyer reimbursing Seller for any expenses associated therewith.
- EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING (BUT NOT BY WAY OF LIMITATION) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS OF THE PRODUCTS OR SERVICES FOR ANY PARTICULAR PURPOSE, AND HEREBY DISCLAIMS THE SAME.
- Exclusions from Warranty** The limited warranty provided in Section 14 above shall not apply to, and Seller gives no warranty against, any damage, defect or failure created by or arising from: (i) improper or inadequate maintenance (unless and to the extent Seller is responsible for providing such maintenance), (ii) Buyer supplied parts or components, or connection of the Products to incompatible equipment, (iii) operation of the Products outside of environmental specifications (including above the Products' rated capacity or voltage), (iv) misapplication, misuse, neglect or alteration of the Products, (v) attempts by anyone other than Seller to install, repair or service the Products, or (vi) accidents, acts of God or any other cause or occurrence beyond the control of Seller.
- Seller makes no warranty regarding used components or used Products provided hereunder, and all such used components and used Products are sold as is. Seller shall not be responsible for, nor liable for any damages resulting from, the failure of any component supplied by Buyer or any third party and installed, serviced or repaired by Seller, except Seller's limited warranty in Section 14 will apply to such a failure caused solely by Seller's negligence in performing the installation, servicing or repair.
- Limited Liability** In no event (regardless of the legal theory asserted) shall Seller be liable for loss or for any indirect, special, incidental or consequential damages (including, without limitation, lost profits and business interruption expenses) arising out of or in connection with the sale, delivery, nondelivery, installation, maintenance, specification, recommendation, condition, possession or use of the Products or Seller's provision of Services, even if Seller has been advised of the possibility of such loss or damages. In no event shall Seller's liability under any claim made by Buyer, including any claim under warranty, exceed the purchase price actually paid by Buyer for the Products or Services in respect of which such claim is made.
- No action may be brought against Seller for breach or default under this Sales Agreement more than one year after the cause of action has arisen.
- Confidentiality** Buyer acknowledges and agrees that Seller may provide Buyer with copies of designs, plans, drawings, schematics, start-up and operating instructions and information relating to component or system programming in connection with the sale of Products, or the installation, use, servicing and maintenance thereof, which are the property of Seller and constitute confidential and proprietary information of Seller (and will be indicated as such). Buyer agrees to return such materials and information to Seller immediately upon Seller's request, and to keep all such information confidential and not disclose any such information to any third party without Seller's prior written consent. Buyer further agrees not to copy, disseminate or use any such information except in connection with the use and operation of Products purchased from Seller.
- Force Majeure** Seller shall not be liable for any failure or delay in performance hereunder if caused, directly or indirectly, by acts of God, civil insurrection, wars, sabotage, fires, floods or other unavoidable casualty, governmental laws, ordinances, rules, regulations, treaties, orders or other restrictions, labor disputes or shortages (including, but not limited to, strikes, lockouts and slowdowns), accidents, delays in transportation, supply shortages, delays in delivery or other failure to perform by any supplier or subcontractor of Seller, or any other event or contingency beyond the reasonable control of Seller. If, as a result of any such contingency, performance by Seller is delayed, the original period for performance shall be extended for a reasonable period of time (equal at least to the period of time lost by reason of the delay) to allow for completion of performance. If, due to any contingency as above described, Seller is unable to supply the total demands for any Products specified in the Sales Agreement, then Seller shall have the right to allocate its available supply among its customers in a fair and equitable manner.
- Compliance with Laws and Rules** Each of Buyer and Seller agrees to comply with all applicable laws and regulations in connection with the performance of their respective obligations hereunder. Without limiting the foregoing, Buyer will not export, directly or indirectly, any Product purchased hereunder without first obtaining all necessary permits and authorizations from the United States government. Seller further agrees to comply with all reasonable rules and regulations disclosed to it by Buyer (or other project owner) relating to the conduct of Seller's personnel while on Buyer's (or the project owner's) premises.
- Miscellaneous** (a) **Assignment** Buyer may not assign or otherwise transfer any of its rights or delegate any of its obligations under this Sales Agreement without the prior consent of Seller. The Sales Agreement shall inure to the benefit of Seller's successors and assigns. (b) **Governing Law** This Sales Agreement, and the rights of the parties hereunder, shall be governed by and construed and enforced in accordance with the laws of the State of Georgia, including the Georgia Uniform Commercial Code. (c) **No Waiver** The failure of Seller at any time, or for any period of time, to enforce any provision of this agreement shall not be construed as a waiver of such provision or the right of Seller thereafter to enforce each and every provision hereof. The rights and remedies available to Seller hereunder shall be in addition to, and not in limitation of, all other rights and remedies available to Seller at law or in equity. (d) **Notices** All notices required or authorized hereunder shall be given in writing and shall be deemed delivered upon receipt if delivered personally or by courier or telecopy, and three days after the date of postage if sent by registered or certified mail. Facsimile signatures of the parties are valid for all purposes under this agreement. (e) **Severability** The provisions hereof are severable. If any provision shall be held to be illegal or unenforceable, the remaining provisions hereof shall continue in full force and effect. (f) **Entire Agreement** These Terms and Conditions of Sale together with any other terms and conditions set forth on the face hereof constitute the sole and entire agreement (herein referred to as the "Sales Agreement") between Buyer and Seller with respect to the subject matter hereof and supersede all prior discussions and agreements between the parties concerning the Products and Services. Buyer represents and warrants that it is not relying on any promises, covenants, representations, or agreements other than as expressly set forth herein and on the face hereof in entering into the Sales Agreement. The Sales Agreement shall not be modified or amended except pursuant to a written document signed by the parties hereto. As used herein, "Seller" means Prime Power, Inc., "Buyer" means the customer shown on the face hereof and "Product(s)" and "Service(s)" mean, respectively, the good(s) and service(s) described on the face hereof.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jonathan N. Rorie, City Manager

FROM: Michael Warrix, AICP
Planning and Development Director

DATE: August 25, 2016

SUBJECT: Consider Adoption of 2016 Capital Improvements Element (CIE) Annual Update
September 1, 2016 City Council Meeting

Recommendation

Staff recommends that City Council approve the attached Adoption Resolution and authorize staff to forward this document to the Atlanta Regional Commission (ARC) and the Georgia Department of Community Affairs (DCA).

Discussion:

At the July 21, 2016 City Council meeting, Council approved the submittal of the city's draft Capital Improvements Element (CIE) Annual Update to the Atlanta Regional Commission (ARC) and Georgia Department of Community Affairs (DCA) for review and approval. On August 16, 2016 DCA officially approved the city's draft CIE. The next step is for Council to formally adopt the CIE Annual Update. Adoption of the update documents is required in order for the city to maintain its status as a Qualified Local Government.

Budget Impact:

There are no budget impacts associated with this request.

ATTACHMENTS

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF PEACHTREE CITY ADOPTING THE
2016 CAPITAL IMPROVEMENTS ELEMENT (CIE)
ANNUAL UPDATE TO THE PEACHTREE CITY COMPREHENSIVE PLAN.**

WHEREAS, the City of Peachtree City has completed the 2016 Capital Improvements Element (CIE) Annual Update to the city's Comprehensive Plan in accordance with the revised Local Planning Standards as adopted by the Georgia Department of Community Affairs (DCA); and

WHEREAS, the City of Peachtree City has prepared an updated Short Term Work Program (STWP) and Capital Improvements Element (CIE) in accordance with the Development Impact Fee Compliance Requirements Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989; and

WHEREAS, the City of Peachtree City has prepared an Annual Impact Fee Financial Report in accordance with the Development Impact Fee Compliance Requirements Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989.

WHEREAS, the 2016 Capital Improvements Element (CIE) Annual Update was reviewed and approved by the Georgia Department of Community Affairs (DCA) on August 16, 2016;

BE IT THEREFORE RESOLVED, the Mayor and Council of the City of Peachtree City do hereby adopt the 2016 Annual Update to the Peachtree City Comprehensive Plan in accordance with the requirements of the Georgia Planning Act of 1989.

SO RESOLVED, this _____ day of _____, 2016.

Vanessa Fleisch, Mayor

Attest: _____
City Clerk

August 18, 2016

Mayor Vanessa Fleisch
City of Peachtree City
153 Willowbend Road
Peachtree City, Georgia 30269

RE: 2016 Capital Improvements Element Annual Update

Dear Mayor Fleisch,

ARC has completed the regional review of the 2016 Capital Improvements Element (CIE) Annual Update for the City of Peachtree City. We are pleased to inform you that the Georgia Department of Community Affairs (DCA) has determined that the update is in compliance with the Development Impact Fee Compliance Requirements and the Minimum Standards and Procedures for Local Comprehensive Planning.

Renewal of Qualified Local Government (QLG) status is contingent on adoption of the update as an amendment to the City's Comprehensive Plan. The update may be adopted at any time. Once adopted, please send ARC digital copies of the adoption resolution and the final, "as adopted" update document so that we may forward them to DCA. Upon receiving notice that the update has been adopted, DCA will renew the City's QLG status.

I commend you and the City of Peachtree City for your commitment to the comprehensive planning process. Please contact Andrew Smith at (404) 463-5581 or asmith@atlantaregional.com if you have any questions or if we can provide further assistance.

Sincerely,



Jared Lombard, AICP
Senior Principal Planner

Enclosure

Cc: David Rast, Senior Planner



Andrew Smith

From: Jon West <Jon.West@dca.ga.gov>
Sent: Tuesday, August 16, 2016 11:25 AM
To: Dan Reuter; Jared Lombard; Andrew Smith; Jonathan Tuley
Cc: PEMD OPQG Administration
Subject: Peachtree City CIE Annual Update Approved

Dan, Jared, Andrew and Jon,

Our staff has reviewed the Annual Capital Improvement Element (CIE) Update for the City of Peachtree City and finds that it adequately addresses applicable requirements. The next step is for the local government to adopt the CIE Update. As soon as your office provides written notice that the CIE Update has been adopted and provides DCA with a digital copy of the final adopted version of this document, we will notify the local government that its Qualified Local Government status has been extended. If you have any questions, please contact us at 404-679-5279.

Thanks,



Learn more about our commitment to [fair housing](#)

Jon A. West, AICP
Senior Planner: Local & Intergovernmental Programs
Georgia Department of Community Affairs
60 Executive Park South, NE
Atlanta, Georgia 30329
Direct 404-327-6872
Fax 770-302-9703
Jon.West@dca.ga.gov

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Jonathan Rorie, City Manager 

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

DATE: August 23, 2016

SUBJECT: Budget Amendments FY2016
September 1, 2016 City Council Consent Agenda

Recommendation:

It is Staff's recommendation that City Council approve the attached budget amendment to the FY2016 budget resolution.

Discussion:

The attached budget amendment is requesting an increase to Information Technology's Technical Services due to a citywide increased demand for high level technical service projects this fiscal year.

A few of the projects, along with the challenges, that have been completed to date are:

- The Fire Department implemented new Imagetrend-software; which will produce a \$5,000 per year savings going forward;
- The Fire Department implemented Sharepoint for their department intranet;
- There were access challenges related to the County VPN/Spillman implementation for all of the new and many existing Police and Fire systems;
- Unexpected departure of a City employee IT Specialist required contractor fill-in. Consultant assisted on the application reviews, interview process and training for replacement of that position;
- The Data room facilities at City Hall (2 rooms) were reconfigured and retooled to support new broadband equipment. Extensive re-wiring and setup was necessary;
- The Court Management Software was upgraded requiring additional technical support during the upgrade implementation
- Bids were requested, reviewed, and a vendor approved for the Audio Visual upgrade for the Council Chambers;
- Peripheral and legacy applications required extra support as they reached end-of-life and transitioning to other software.

Technology Projects remaining to be completed this fiscal year include the following:

- HR website to be added to Sharepoint installation for intranet.
- Courtware to be integrated with Official Payments.

- Security Policy review to be completed for Police Department's CALEA Audit.
- Council Chamber Audio Visual Project is scheduled to be implemented and operational by the end of September;
- Access Control/Security Camera deployment to be completed for all Fire stations.
- Timeclock/Payroll integration for Public works is scheduled to be operational before the end of September.

The attached Budget Amendment will increase the Information Technology's Technical Service Expense Budget by \$92,407 with funding coming from the budget reallocations of technical service budgets from other departments (\$45,000) in the General Fund, Capital Projects Funds (\$22,407) and General Fund Cash Reserves (\$25,000) . This should provide funding for the remainder of the fiscal year.

Budget Impact:

The proposed budget amendment will increase both the revenues and the expenditures of the FY 2016 General fund budget by \$47,407 and decrease both the revenues and the expenditures of Capital Project Fund 335 by \$22,407. There will also be a reallocation of \$45,000 from Non-divisional department 1505 to Information Technology Department 1535.

Attachments,
Budget Amendment

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

16-022

09/01/2016

[illegible]

To amend FY16 Budget Resolution for increased technology services expense.

RESEARCH DESIGN AND METHODS

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council
VIA: Jon Rorie, City Manager 
FROM: Financial Services Director 
DATE: August 25, 2016
SUBJECT: Public Hearing – 2016 Millage Rates

September 1, 2016 Public Hearing – 7:00 PM

Recommendation:

Hold the third of three public hearings required by state law to gain public input on the proposed Peachtree City millage rates for 2016 (FY 2017 budget).

Discussion:

Staff will present a very brief Powerpoint presentation explaining the proposed millage rates for the 2016 tax levy and will answer any questions. Members of the public will then be invited to speak on the matter. The proposal is to keep the Maintenance & Operation millage rate at the current rate of 6.756 mills, and to lower the Bond millage rate from the current rate of 0.314 to 0.309 mills. Adoption of the 2016 millage rates will follow as a separate agenda item.

Budgetary Impact:

N/A

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council
VIA: City Manager 
FROM: Financial Services Director *P.S.*
DATE: August 25, 2016
SUBJECT: Adoption of 2016 Millage Rates

September 1, 2016 City Council Meeting

Recommendation:

Adopt the Bond millage rate at 0.309 mills and the Maintenance and Operation millage rate at 6.756 mills.

Discussion:

Council has held the three public hearings required by state law and may now take action to adopt the Peachtree City millage rates for the 2016 tax levy. As explained at the public hearings, the bond millage rate will be reduced from 0.314 mills to 0.309 mills, and the M&O millage rate will remain the same at 6.756 mills. The combined millage rate proposed for Peachtree City is 7.065 mills.

Budgetary Impact:

Approval of the proposed millage rates will authorize the 2016 tax levy, which is expected to generate a total of \$13,992,915 in M&O and Bond tax revenue, if the proposed rates are adopted.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jonathan N. Rorie, City Manager 

FROM: Michael Warrix, AICP 
Planning and Development Director

DATE: August 25, 2016

SUBJECT: Appointment of Comprehensive Plan Steering Committee
September 1, 2016 City Council Meeting

Recommendation

Appoint a five (5) member Comprehensive Plan Steering Committee.

Discussion:

On August 4, 2016 a Public Hearing was conducted by the Mayor and City Council to announce the beginning of a community planning process that will result in an updated Comprehensive Plan for Peachtree City. The next step in that process is the appointment of a *Comprehensive Plan Steering Committee* to guide the development of the updated plan. City staff, along with Atlanta Regional Commission staff, will serve as facilitators and provide overall support to the Steering Committee throughout the process.

At the August 18, 2016 City Council meeting, the Mayor and Council Members were asked to begin thinking about potential appointments to the Steering Committee. Staff is recommending that these appointments be made in order to remain on schedule for plan completion in April 2017. Attached for reference is a proposed project completion schedule.

ATTACHMENT

Peachtree City Comprehensive Plan Proposed Schedule

	City Council Kick Off Meeting	Steering Committee	Public Meeting	Steering Committee	Public Meeting	Steering Committee	Joint City Council & Steering Committee Review	Public Hearing and Transmittal*	DCA Review**	City Council Adoption
2016										
Thursday, August 4, 7:00 p.m.										
Tuesday October 4, 6:30 p.m.										
Tuesday, December 6, 6:30 p.m.										
2017										
Tuesday, January 10, 6:30 p.m.										
Tuesday, February 7, 6:30 p.m.										
Tuesday, March 7, 6:30 p.m.										
Thursday, March 16, 6:00 p.m.										
Thursday, April 6, 7:00 p.m.										
April										
May										
Thursday, June 1, 7:00 p.m.										
June 30, 2017	Deadline for Adoption									

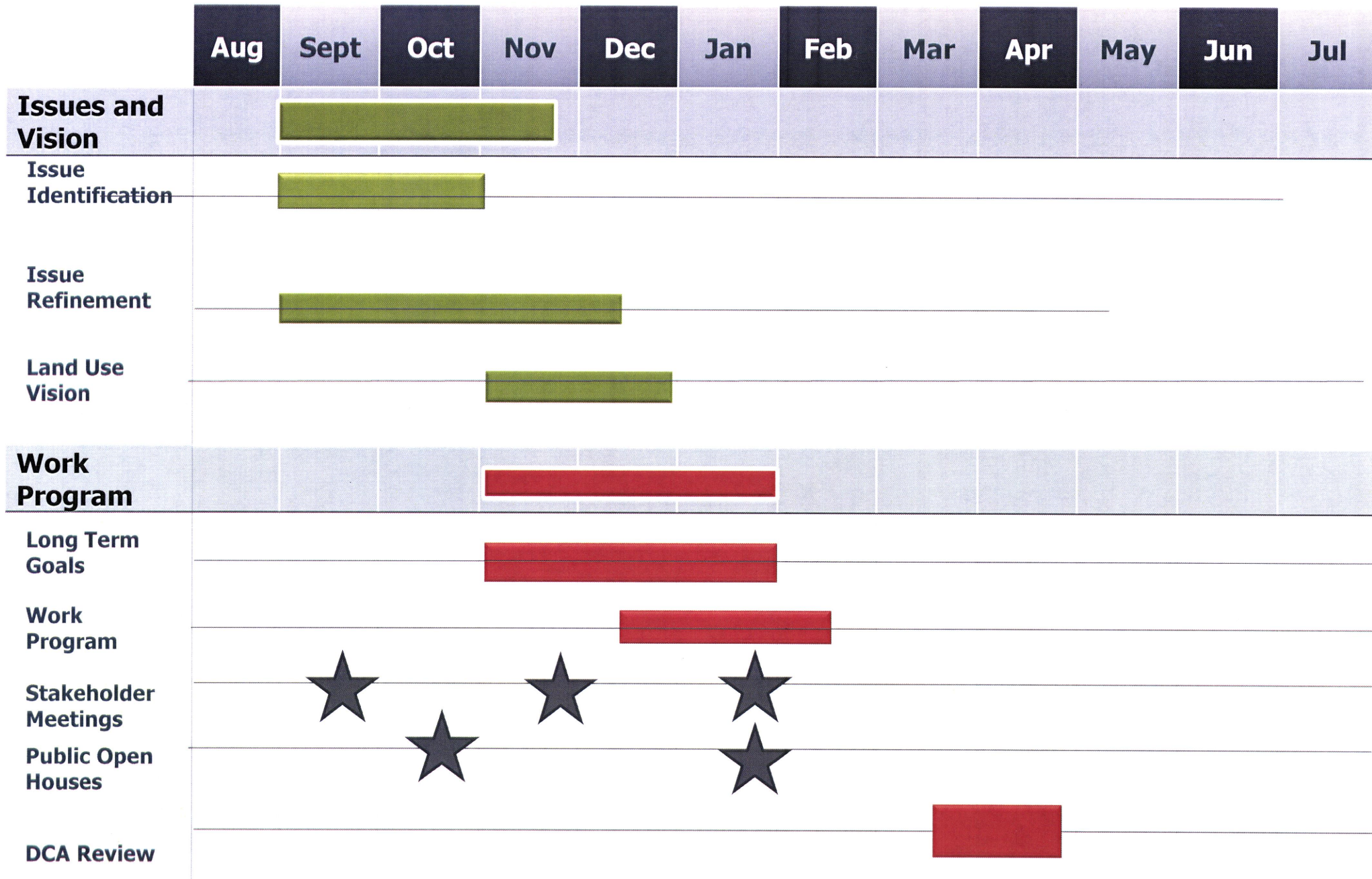
*This meeting will open the public comment period for the Comprehensive Plan.

** Allow 30-45 days for Regional Review and DCA review.

2016-2017

PEACHTREE CITY COMPREHENSIVE PLAN

MONTHLY PROJECT SCHEDULE



CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jonathan N. Rorie, City Manager

FROM: Michael Warrix, AICP
Planning and Development Director

DATE: August 25, 2016

SUBJECT: Consider Appeal of Planning Commission Decision Regarding Westpark Walk
September 1, 2016 City Council Meeting

Recommendation:

The City Attorney has reviewed relevant City Ordinances and found the decision of the Planning Commission to be outside the parameters of the Land Development Ordinance, therefore the decision of the Planning Commission should be reversed and the submittal of the applicant approved.

Discussion:

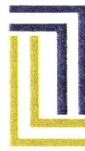
At the July 11, 2016 Planning Commission meeting, CORO Realty (Applicant) presented a request to change the existing roof material at the Westpark Walk retail center from standing-seam metal to architectural-grade asphalt shingles. Such a modification is subject to Planning Commission review and approval pursuant to Division 4-Standards for Retail, Commercial and Industrial Building Design, Article VII General Development Standards and Design Guidelines of the city's Land Development Ordinance.

After discussion, the Planning Commission voted to continue the request to the Commission's August 8, 2016 in order to give the Applicant an opportunity to discuss the Commission's concerns with the property owner. Minutes of the July 11, 2016 Planning Commission meeting are attached.

The Applicant's request was heard again by the Planning Commission at its August 8, 2016 meeting. Citing concerns regarding the appearance and aesthetics of the proposed change from metal to asphalt shingle roofing, the Planning Commission voted 3-1 to deny the modification request. Minutes of the August 8, 2016 Planning Commission meeting are attached.

On August 10, 2016, the applicant filed an appeal regarding the Planning Commissions denial of the proposed exterior building modifications, Westpark Walk Retail Center: Item 07-16-05; Peachtree City Planning Commission. The appeal has been reviewed by the City Attorney

ATTACHMENT



LINDSEY LAW FIRM

August 10, 2016

VIA HAND DELIVERY

Betsy Tyler, City Clerk
151 Willowbend Road
Peachtree City, Georgia 30269

RE: Appeal from Denial of Requested Exterior Building Modifications, Westpark Walk Retail Center (200 Commerce Drive); Item 07-16-05; Peachtree City Planning Commission

Dear Betsy:

This firm is pleased to represent WPW Limited Partnership the owner of Westpark Walk Retail Center ("Westpark Walk"). Please accept this letter as an appeal from the August 8, 2016 Planning Commission's denial of the requested exterior building modifications submitted by my client. This appeal is submitted to Peachtree City pursuant to Section 1306 of the Land Development Ordinance. I have included a check in the amount of \$250 for the appeal fee. If possible, we would like for this matter to be scheduled for the September 1, 2016 meeting of the City Council. If that is not possible, please let me know.

Westpark Walk is requesting that it be permitted to replace the existing metal roof with asphalt shingles. The current roof is leaking in several locations and the owner must replace it. Because of the various turns and various angles of the roof, installing a metal roof is not economically feasible. Asphalt shingles is a better product to address the design issues on the shopping center roof. Even though asphalt shingles are a permissible material for roofs in this area of Peachtree City and fully comply with Division 4, Article VII of the Land Development Ordinance, the Planning Commission denied their use. In doing so, the Planning Commission exceeded its legal authority and my client looks to the City Council to rectify this matter.

I am also requesting that you include this letter with the packet of materials presented to the City Council. As required by the law and the rulings of the Supreme Court of Georgia, the constitutional argument is stated below. If this letter will not be included in the Council's packets, please let me know.

If the City Council were to fail to grant the my client's request to use the permissible asphalt shingles for the Westpark Walk roof, the Council would violate several of the federal and state constitutional provisions.

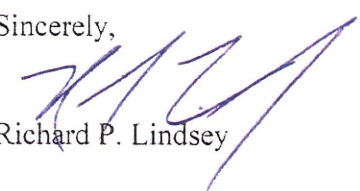
First, a failure to grant the request would result in a taking of the Westpark Walk's property without just and adequate compensation and without due process of law in violation of the Fifth and Fourteenth Amendments to the United States Constitution and in violation of Article I, Section I, Paragraph 1 and of Article I, Section III, Paragraph 1(a) of the Constitution of the State of Georgia.

Second, the failure to grant the request would constitute an arbitrary and capricious act, and would violate the constitutional requirement of equal protection. As such, failure to grant the request would constitute a violation of Article I, Section I, Paragraph 1 of the Constitution of the State of Georgia; Article I, Section III, Paragraph 1 of the Constitution of the State of Georgia; Article I, Section I, Paragraph 2 of the Constitution of the State of Georgia; and the due process clauses and equal protection clauses of the Fifth and Fourteenth Amendments to the Constitution of the United States of America.

I look forward to receiving notice of the time and date of this appeal.

Best regards.

Sincerely,



Richard P. Lindsey

cc: Client

August 11, 2016

Mr. Paul G. Ludwig
CORO Realty Advisers, LLC
3715 Northside Parkway
400 NorthCreek, Suite 100
Atlanta, GA 30327

Re: Westpark Walk retail center (200 Commerce DR)
Request to modify exterior building materials (roof material)

Dear Paul:

At their meeting earlier this week (August 8), the Planning Commission denied your request to change the roof material at the Westpark Walk retail center from a metal roof to architectural asphalt shingles.

The city's Land Development Ordinance provides you with an opportunity to appeal the decision of city staff and/ or the Planning Commission to City Council as follows:

Sec. 1306. - Appeal procedures.

Appeals to the city council based on decisions of the city planner and/ or planning commission shall be filed with the city clerk in writing and shall clearly specify the grounds for the appeal. All documents constituting the record of the action which is being appealed shall be transmitted to the city council by the city clerk.

Sufficient information shall be provided by the applicant, affected city staff members, and the planning commission to ensure a timely decision by the city council. An applicant must first exhaust all appeals set out in this article before an appeal is made to the city council. For purposes of this section, an interested party shall be an applicant or a city resident who lives within 300 feet of the proposed subdivision or development at issue on appeal.

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

Westpark Walk retail center (200 Commerce DR)

August 11, 2016

Page 2

Please contact me at (770) 487-5731 if you have any questions.

Sincerely,

David E. Rast

David E. Rast, ASLA
Senior Planner

cc: Frank Destadio
Mike Warrix
file

Planning Commission Representative
Planning and Development Director

**UNAPPROVED EXCERPT OF MINUTES
PLANNING COMMISSION MEETING
August 8, 2016**

OLD AGENDA ITEM

07-16-05 Consider exterior building modifications, Westpark Walk retail center (200 Commerce Drive).

This item had been discussed at the July 11, 2016, Planning Commission meeting. It was continued to this meeting so the Applicant could speak with the property owner about the Planning Commission's concerns.

Mr. Destadio noted the following:

- Mr. Daily had some significant objections to the proposed change from a metal roof to architectural shingles.
- The red stripe that was depicted in the drawings that were presented at the meeting in July had been removed.

Mr. Paul Ludwig of CORO Realty Advisors was in attendance to present their request. Mr. Steve Cooper, his associate, had attended the meeting on July 11, and relayed the comments the Planning Commission had made. Those comments, along with their original proposal, had been discussed with the owner of the retail center. They had discussed all of the pros and cons of the various roofing systems and all of the issues they had with the current system. He noted that several years ago they had renovated the center's façade, and he thought the center looked better for it. Had the owners known the roof was in the condition it was, they probably would not have done the renovation.

As a result of this discussion, they proposed that the stripe be removed and gray architectural shingles be used to replace the metal roof. They still thought the architectural shingle would hit all of the buttons the ownership and Peachtree City needed. It would address Peachtree City's village look and would also get rid of that "80's" shopping center look. It would also get them a very viable, tried-and-true roofing solution with a good warranty that would solve a lot of the issues they had with the existing roofing system and the architectural shingles would help them do that. The ownership felt very strongly about using the architectural shingles to replace the existing roof system.

Mr. Daily's comments were the same ones he made at the meeting in July. He had been concerned about the accent stripe as well as the change in material and felt it would definitely be perceived as a downgrade in the appearance of the retail center. His preference was for the roof material to remain metal as this was a very visible part of Peachtree City and he felt the architectural shingles would take the center back to a "70's" shopping center look.

Mr. Bernard asked about the cost difference in the two materials. Mr. Ludwig said the metal roofing was approximately five times the cost of the shingles. This was just one part of the roof system that needed to be repaired. At a minimum, a 12' high internal corrugated metal panel would need to be replaced along with the existing roof membrane and internal gutter system, all of which were failing. The price tag for all of these items would be about \$800,000. They were going to try to accomplish all of this in an active center without affecting the tenants and their customers.

Mr. Daily asked if the drainage problems were associated with the flashing. Mr. Destadio wondered whether the flashing could be replaced and the surface repaired.

Mr. Ludwig described the conditions of the roof and said the roof included an internal gutter system that had been failing for some time, which was causing water to leak into the walkways and tenant spaces in the retail center. The leaks had also caused a significant amount damage to the existing wood underneath the metal panels and on the fascia. He indicated the roof material itself was not a typical standing-seam metal roof, but was an inexpensive aluminum material that had degraded since it was installed in the mid 1980's, which was allowing water to leak through the seams and batten strips holding the roof panels to the roof infrastructure.

He further stated that one of the elements they had to take into consideration was the curvature of the existing roof, which is one of the reasons that led them towards architectural shingles. They planned to remove and replace the entire roof structure, then cover the new roof with architectural shingles. The existing fascia along the base of the metal roof would be removed and replaced with exposed gutters. Mr. Destadio asked if the gutters would be covered or open as it related to debris getting into the gutter system. Mr. Ludwig replied it would be an exterior gutter and would be open so their maintenance personnel could maintain and clean the gutter. The exposed gutters would allow water to empty into new downspouts.

Mr. Destadio and Mr. Daily both wondered whether the Planning Commission had the authority to require an Applicant to spend more money. Mr. Conner said it was not their position to consider the financial aspect; they were to look at what was right for the citizens and what was best for the city as a whole. It was up to the property owners to determine what they needed to do from a financial standpoint.

Mr. Bernard thought there was both a cost and an aesthetic consideration. He confirmed with Mr. Ludwig that the cost difference between the metal roof and the architectural shingles was \$300,000. Mr. Bernard asked Staff if the architectural shingles violated the city code, and Mr. Warrix said there was nothing in the ordinance that prohibited architectural shingles as a roofing material.

Mr. Bernard said he often shopped at this retail center but did not like the way it looked at all. This was his opinion, but as a Planning Commission member, he did not think that mattered. He did not think the shingles would look that bad, but he and Mr. Conner agreed this was subjective.

Mr. Destadio and Mr. Conner thought the situation would be different if this was a new development. However, since the existing roof was metal, they felt anything else would be a downgrade. Mr. Conner felt the metal looked better and had a more expensive look.

Mr. Bernard pointed out that there were no trees along Highway 74 and wondered if there was a way to compromise. The lack of trees detracted from this property. Would it be possible for them to increase the number of trees along Highway 74 as a compromise for the shingled roof? Mr. Destadio said the commissioners could ask the developer anything they wanted. Mr. Bernard thought it would be a lot less expensive to plant some sizable trees than to pay \$300,000 or \$400,000 for a metal roof. If they had the ability, were they willing to put in a buffer with trees between the center and the highway? Mr. Ludwig thought they could put in some trees, but he was pretty sure there were high power lines in that area so it was possible only crape myrtles would be permitted. They could consider it but would just have to work through it.

Mr. Destadio explained that the Applicant was in compliance with the ordinances so the Planning Commission could make a request to change what was proposed or they could vote to deny their proposal. The Applicant would then have the right to appeal the decision to City Council. If City Council chose to uphold the Planning Commission's vote, the Applicant would then have the right to take this to court.

Mr. Bernard said he was looking for an "out-of-left-field compromise" that might make both the community and the Applicant happy. If there was a buffer between the center and the highway, this might not be considered a "downgrade." Mr. Warrix said Staff would have to confer with the City Attorney as to the legality of such exactions. Mr. Bernard thought this would be a voluntary revision of their application. Mr. Destadio did not want to challenge Mr. Warrix, but he thought they could ask for a compromise. If they were willing to do it, there was no legal reason why they would not.

Mr. Rabun agreed with Mr. Conner and did not think the cost difference should be part of the Planning Commission's decision making. He also preferred the metal roof. If this was being considered as a new plan, he would have issues with the color scheme. If they were going with one of these colors, doing something different with the colors on the building might make it more attractive and meet the requirements of Section 724 of the Land Development ordinance. The Planning Commission was there for the aesthetics. He thought more work was needed.

Mr. Daily noted that all of the buildings in the Westpark Walk retail center, as well as the buildings to left of the center (which were not actually part of the Westpark Walk development), currently had metal roofs. For a long time, he thought they were all one center. Based on the fact that Section 724 of the ordinance stated that "the intent of the standards was to enhance the visual appearance of the community as a whole, as well as the commercial appeal of individual establishments ... and establish a unifying theme," he felt the changes that had been and were proposed to be made took this development further away from a "unified vision."

After discussion, a motion was made by Mr. Conner and seconded by Mr. Daily that the exterior building modifications for the Westpark Walk retail center be denied. The motion passed by a vote of 3 to 1 with Mr. Destadio voting against it.

STAFF REPORT

PLANNING COMMISSION

TO: Planning Commission

VIA: Michael Warrix, AICP 
Planning and Development Director

FROM: David E. Rast, ASLA 
Senior Planner

DATE: August 2, 2016

REQUEST: Consider exterior building modifications
Westpark Walk retail center (200 Commerce DR)
August 8, 2016 Planning Commission agenda

At the July 11 Planning Commission meeting, CORO Realty presented a concept to change the existing roof material at the Westpark Walk retail center from standing-seam metal to architectural shingles. They indicated the existing roof and support structure had been failing for some time which was causing the roof to leak and, after exploring the potential of repairing and/ or replacing the existing roof structure, they determined the best course of action was to remove the metal roof and support structure and replace it with a new roof.

The overall tract is zoned GC General Commercial. The property is not located within the Highway 54 West Corridor Overlay District nor are there adopted design guidelines specific to this development. However, because the property is located within 500 feet of the centerline of HWY 74 and HWY 54, the proposed modifications are subject to review in accordance with Division 4 – Standards for Retail, Commercial and Industrial Building Design, which is located within Article VII General Development Standards and Design Guidelines within the Land Development Ordinance.

Within this ordinance, Section 724 – Applicability, states:

The intent of these standards is to enhance the visual appearance of the community as a whole, as well as the commercial appeal of individual establishments. The mission or intent of this requirement is to adopt design standards which, over time, will establish a streetscape and image that will make the city unique to surrounding jurisdictions, establishes a unifying theme, presents the traveling public with a sense of arrival, is harmonious with its surrounds, is aesthetically pleasing and enhances the character of the community.

As such, the following goals, at a minimum, are established:

- (a) To encourage the rehabilitation/ redevelopment of commercial areas.

Consider exterior building modifications – Westpark Walk retail center

August 2, 2016

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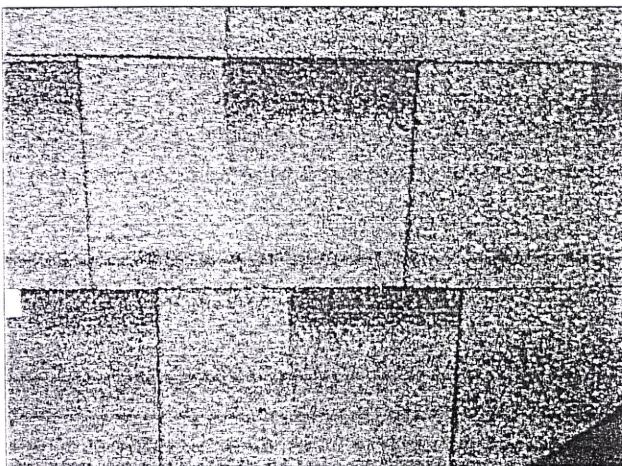
- (b) To reinforce and promote the established "village center" planning concept and associated retail and commercial development.
- (c) To facilitate and encourage safe, attractive, and convenient pedestrian circulation and alternate forms of transportation within a development, along a corridor and throughout the community.
- (d) To promote and encourage new development to be compatible in both scale and character with adjoining developments.
- (e) To use landscaping techniques to soften the effect and blend each development with the surrounding areas.
- (f) To further energy conservation and stormwater management through better design.
- (g) To ensure that quality development throughout the city is obtained.

The exterior building modifications as proposed by the Applicant are consistent with Section 724 (a), (b), (d) and (g).

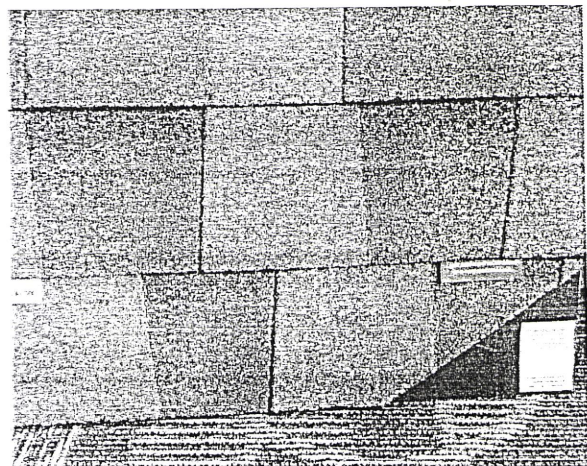
The ordinance also includes the following sections:

- Section 725 – Architectural design.
- Section 726 – Building height and massing.
- Section 727 – Exterior building materials and architectural elements.
- Section 728 – Exterior color selection.
- Section 729 – Primary color(s).
- Section 730 – Accent colors.
- Section 730.1 – Awning colors.

None of these ordinance sections specifically prohibit the use of architectural shingles as proposed by the Applicant.

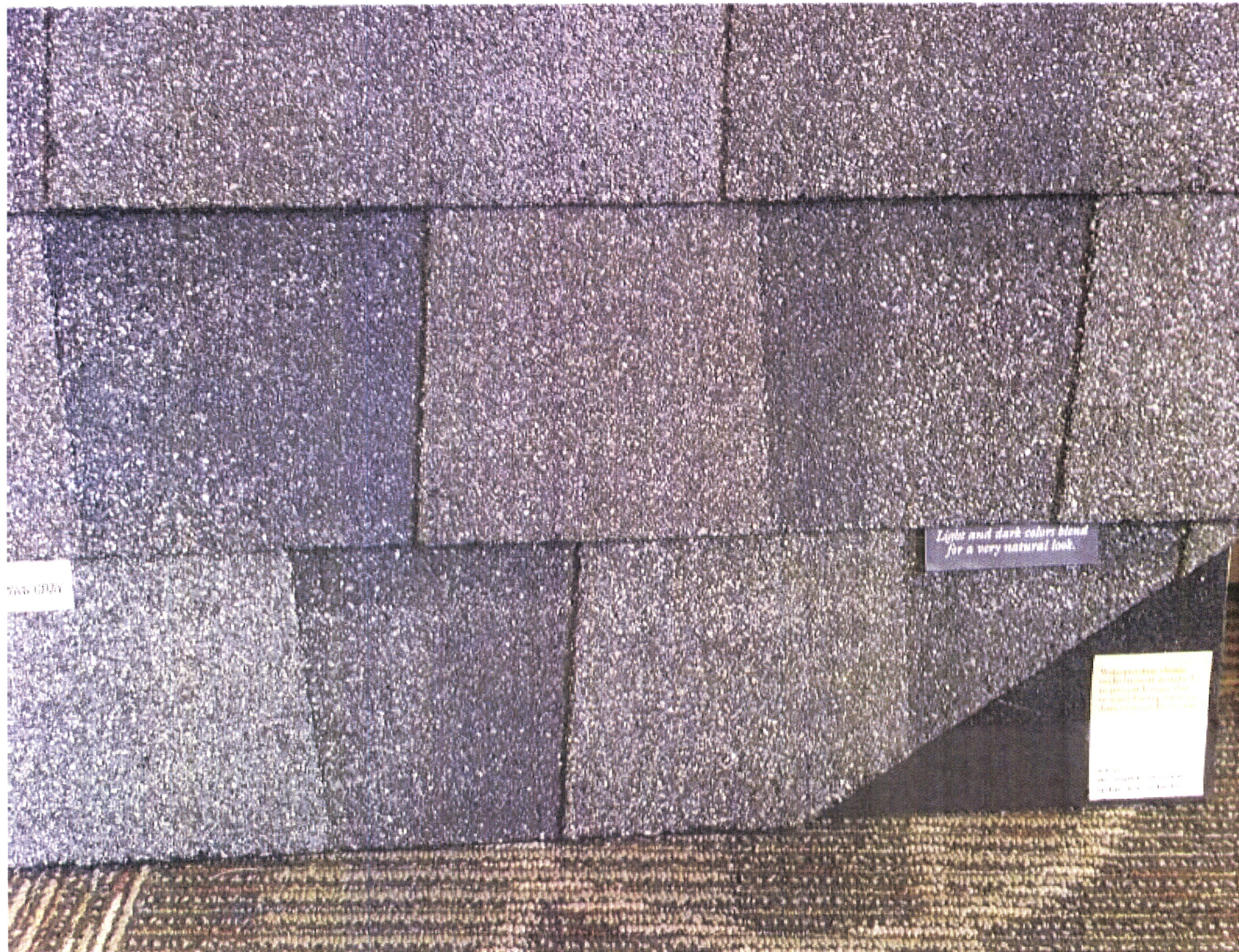


Georgetown Grey



Weathered Wood





WYN-COOL

*Light and dark colors blend
for a very natural look.*

When installed properly,
this shingle is designed
to provide long-term
protection for your roof.
For more information,
visit us online at
www.wyn-cool.com

The commissioners had no issues with the plan. Mr. Rabun had visited the site and noted that the building would not be very visible.

After discussion, a motion was made by Ms. Wojcik and seconded by Mr. Daily that the conceptual site plan and schematic building elevations for the Osmose Utility Services Warehouse expansion be approved. The motion passed by a vote of 4 to 0 to 1 with Mr. Conner abstaining from the vote.

07-16-05 Consider exterior building modifications, Westpark Walk retail center, 200 Commerce Drive.

Mr. Rast provided a brief overview of this proposal. Several months ago, CORO Realty contacted City Staff and indicated the existing metal roof and support structures throughout the Westpark Walk retail center were failing and in need of repair. After exploring the potential of repairing and/or replacing the existing roof structure, they had determined the best course of action was to remove the metal roof material and replace it with an architectural asphalt shingle. Two color options for the shingles they thought would be compatible with the building had been provided. A schematic showing the potential of introducing an accent stripe within the roof band to break up the expanse of shingles was also included.

Mr. Destadio confirmed this was not located within the Highway 54 West Overlay District.

Mr. Steve Cooper of CORO Realty was in attendance to explain their proposal. They had been looking at this for over six months and although they would like to have made repairs to the existing sheet metal, things went from bad to worse and they had determined it was a lost cause. As a result, they needed to do a tear-off of the sheet metal and replace it with a nice architectural shingle and an accent stripe that would be compatible with their recent renovation project.

Mr. Daily asked what the accent stripe was made of. Mr. Cooper did not know whether it was part of the shingle or something that was applied to the shingle. In response to a question Mr. Daily asked about the possibility of replacing the roof with another metal roof, Mr. Cooper said it was cost-prohibitive; the cost of the shingled roof for the two buildings would be \$600,000 to \$800,000. Mr. Daily thought this would be a significant downgrade, and Ms. Wojcik agreed. When asked what was failing, Mr. Cooper said it was the flashing. Water had gotten behind the parapet, and the gutter system was not functioning properly; it could not be salvaged. Mr. Daily did not know what the options were. He would not want the red stripe to look like it did in the picture that was provided.

Mr. Destadio did not particularly like red, but he did like the shingles.

Mr. Conner would not vote to support this proposal as the original approval was for metal. A couple of years ago, they received approval to paint the existing roof as part of their renovation. He was not in favor of shingles or the racing stripe.

Mr. Cooper asked if removing the stripe would help. Mr. Conner noted that the point of the stripe was to hide the shingles so without it, there would be a sea of shingles.

Mr. Bernard agreed with the comments that had been made.

Ms. Wojcik would like to see the metal roof repaired or replaced. Mr. Daily noted that it sounded like the problem was the flashing around the metal panels, not the metal panels. The commissioners wondered if the roof could be repaired and the metal reinstalled.

Ms. Wojcik suggested they come back with something that was more similar to the existing roof. This was an important area of the city, and she would hate to see it downgraded. She knew they had already spent a lot of money on landscaping, painting, etc., and she did not want to downgrade the look they had going.

Mr. Rabun agreed with the comments that had been made. This was a busy intersection with a lot of visibility.

After discussion, a motion was made by Ms. Wojcik, seconded by Mr. Conner, and unanimously adopted that the exterior building modifications for the Westpark Walk retail center be continued until they had a better plan.

07-16-06 Consider conceptual site plan, Paschall Development, South Highway 74.

Mr. Rast introduced this proposal and noted the following:

- This property was the large, grassy area located on the corner of Paschall and Huddleston Drive in front of the Paschall Enterprises Development. The existing rail spur would be removed.
- A total of approximately 110,000 SF of office/warehouse space for an industrial use was proposed on the overall 10-acre site.
- Staff was reviewing the plan, and there were no major issues.

Mr. Chuck Ogletree of South-Tree Enterprises was in attendance to represent the applicant and answer any questions the commissioners might have.

STAFF REPORT

PLANNING COMMISSION

TO: Planning Commission

VIA: Michael Warrix, AICP
Planning and Development Director

FROM: David E. Rast, ASLA
Senior Planner

DATE: July 6, 2016

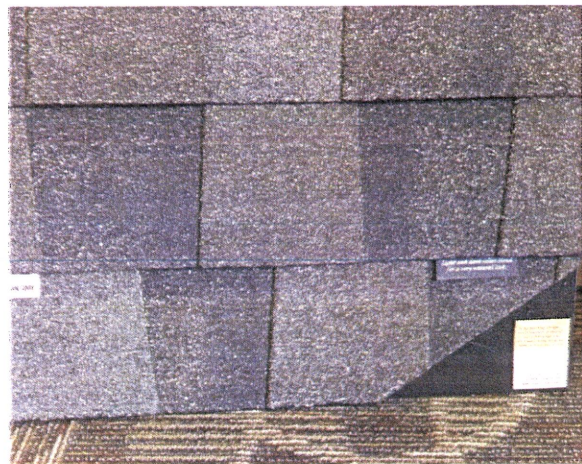
REQUEST: Consider exterior building modifications - Westpark Walk retail center (200 Commerce DR)
July 11, 2016 Planning Commission agenda

Several months ago, CORO Realty contacted City Staff and indicated the existing metal roof and support structures throughout the Westpark Walk retail center were failing and in need of repair. After exploring the potential of repairing and/ or replacing the existing roof structure they have determined the best course of action is to remove the metal roof material and replace it with an architectural asphalt shingle.

CORO has identified two color options for the shingles:



Georgetown Grey



Weathered Wood

and has developed a schematic elevation showing the potential of introducing an accent stripe within the roof band to break up the expanse of shingles:

Consider exterior building modifications – Westpark Walk retail center

July 6, 2016

Page 2



The retail center tract is zoned GC General Commercial and is not located within the Highway 54 West Overlay District. The proposed exterior building modifications are being presented to the Planning Commission for review and approval in accordance with Section 724 of the General Development Standards and Design Guidelines of the Land Development Ordinance.



Date: September 1st, 2016

To: City Council

From: Peachtree City CVB Board of Directors
Executive Director

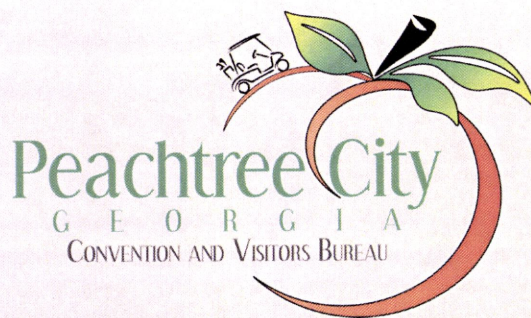
RE: Approval of FY 2017 Proposed Budget

Request:

The Peachtree City CVB Board of Directors met on Wednesday, August 17th in a regular scheduled meeting and approved the FY 2017 Budget. City Council is now asked to approve the FY 2017 proposed budget as presented in the agenda packet.

Summary:

The FY 2017 proposed budget focuses on the continued efforts to market Peachtree City as a destination in order to increase Hotel/Motel tax revenue to the City. It has been built to be in compliance with Destination Marketing Organization regulations and has been adjusted from previous years to reflect industry standards. The most significant changes being the new tax allocation percentages, staffing changes and the new location of the Visitor Center. It is supported by a formal Marketing Plan created by the CVB Executive Director and Marketing Committee and reviewed by the state Department of Community Affairs and Georgia's Economic Development Department's Tourism Division team.



2017 BUDGET

PEACHTREE CITY CVB

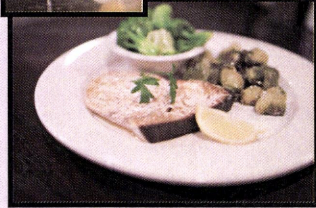
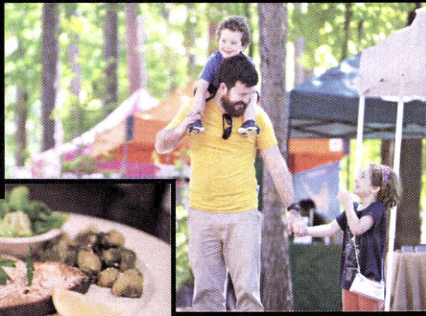
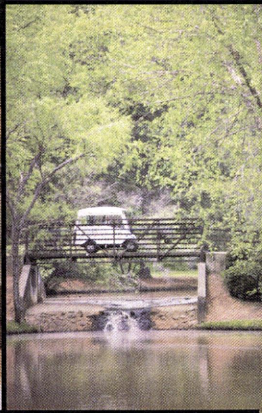


2016 IN REVIEW



• 2016 Achievements

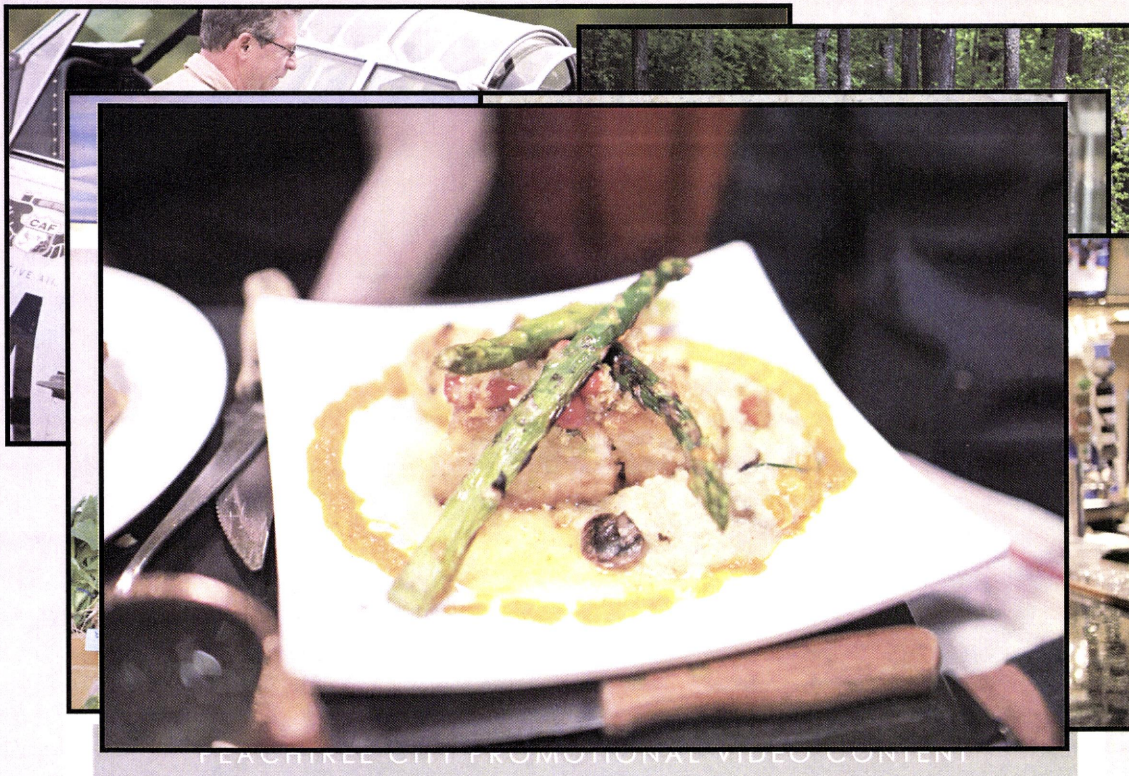
- Creation of Mobile Visitor Center
- Created PTC video series with over 100,000 views in only 60 days!
- Hosted Georgia Tourism Organizational Team with Assessment
- Created PTC Hops & Props Event
- Hosted a Meeting Planner FAM Trip and a Georgia Department of Economic Development FAM and a Tourism Product FAM
- Co-hosted International Festival and Rotary Dragon Boat Races
- Nominated for Georgia Tourism Marketing Award
- Reader's Choice Award by Convention South
- Contracted to move Visitor Center to high-traffic location to become RVIC
- Hired new Sales Manager and purchased new sales software with reporting
- Contracted with Leads generation company SDR for sales leads for local hotels
- Created new Meeting and Convention digital magazine campaign
- Increased social media following by almost double (by taking it in-house)
- Got PTC slotted for "Worlds Greatest" TV Show on Ion Network
- Created New comprehensive Marketing Plan
- And much, much more!!!



• Tourism Economic Impact

- \$193.05 million in direct tourism expenditures
- \$11.99 million in State Tax
- \$5.77 million in Local Tax
- 3,159 jobs
- \$120.78 million in payroll

• Direct domestic travel spending in Fayette county has followed an increasing trend since 2009.



MARKET SEGMENT TARGETING

- <https://youtu.be/DArq5zkZ17g>
- Meeting in Peachtree City
- https://youtu.be/-8uy5Jvc_qE
- Dining in Peachtree City



HOTEL TAX REVENUE 2012 - 2016



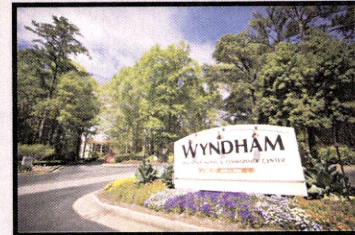
2016 BUDGET HIGHLIGHTS

- ❖ The Hotel Tax Transfer from the City is budgeted to match the City's FY2017 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. Dev. and DCA. As a result, the CVB will no longer directly fund the Park and Rec, Amphitheater or Christmas Lights
- ❖ The CVB expects to hold the first Hops and Props craft beer event with a revenue of \$15K. The CVB continues to be successful with Southern Hollywood Film Tour projecting a small increase in revenue for FY 2017.
- ❖ The CVB will be moving offices and the Visitor Center to The Avenue. This will allow us to qualify as a Georgia Regional Visitor Center, has far higher traffic and exposure and is in a retail space which should increase sales of PTC items. Lease is budgeted for \$41,656.00/year.
- ❖ The CVB will continue to contract with the City for Marketing and Administrative Services utilizing one City employee in the amount of \$10,000.00/year.
- ❖ Personnel Services include the Full Time Executive Director Position, Marketing Director and the Sales Director as well as three Part Time staff for the Visitors Center, Office Manager and Film Tour guide.
- ❖ Professional Services budget had decreased due to staff taking duties once contracted outside the office (social media, photography, marketing campaigns, etc.) creating a savings of nearly \$18K redirected to our Marketing Plan.
- ❖ Sales, Marketing and Promotion expenses make up the majority of our budget and are specifically detailed in our Marketing Plan which is available for review by request.
- ❖ Tourism Events expenses include grants for marketing of local events (BMX, RowAmerica, MOBA, etc.) as well as DIVA Half Marathon, PTC Tennis Center promotion contract, Familiarization Tours and other miscellaneous events.
- ❖ 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.
- ❖ Administrative and General Operations expenses include audit, legal and insurance expenses as well as copier lease and professional development.

SOURCES OF FUNDS

FY 2016
For Nine Months Ending June 30, 2016

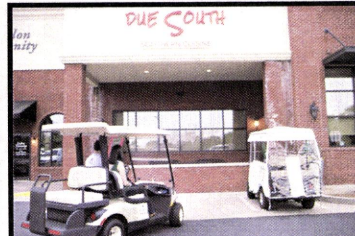
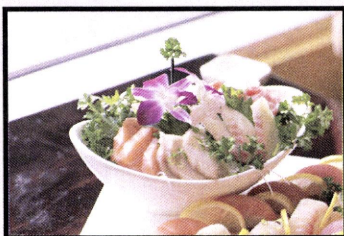
Detail	Current Budget	Actual	Projected	Total Actual +Projected
<u>Sources of Funds</u>				
Hotel/Motel Tax Transfer	\$ 788,574	\$ 589,734	\$ 228,294	\$ 818,028
Other Revenue	\$ 250	\$ 83	\$ 167	\$ 250
Southern Hollywood Film Tour Fees	\$ 7,500	\$ 4,489	\$ 1,300	\$ 5,789
Registration Fees - International Festival	\$ 3,000	\$ 820	\$ 2,180	\$ 3,000
Rental Fees	\$ 5,000	\$ 400		
Merchandise Sales	\$ 13,500	\$ 12,096	\$ 1,600	\$ 13,696
Total Sources of Funds:	\$ 817,824	\$ 607,622	\$ 233,541	\$ 840,763



SOURCES OF FUNDS

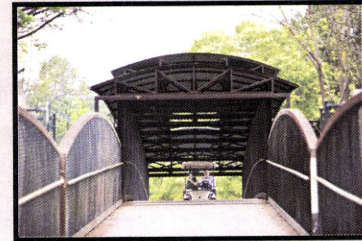
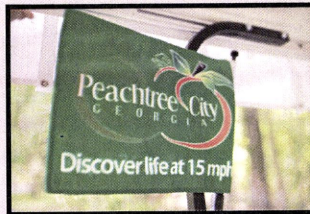
FY 2017 Proposed Budget

Detail	Budget-Request	% Of Budget	Variance	% Change
<u>Sources of Funds</u>				
Hotel/Motel Tax Transfer	\$ 768,100	97%	\$ (49,928)	-6%
Other Revenue	\$ 250	0%	\$ -	0%
Southern Hollywood Film Tour Fees	\$ 7,500	1%	\$ 1,711	30%
Registration Fees - Events	\$ 3,500	0%	\$ 500	17%
Rental Fees	\$ -	0%	\$ -	100%
Merchandise Sales	\$ 16,200	2%	\$ 2,504	18%
Total Sources of Funds:	\$ 795,550	100%	\$ (45,213)	-5%



EXPENSES

	Current Budget	Actual	Projected	Total Actual +Projected	Detail	Budget-Request % Of Budget	Variance	% Change
Expenses								
Contractual Labor	\$ 50,130	\$ 47,196	\$ 2,499	\$ 49,695	\$ 10,000	1%	\$ (39,695)	-80%
Personnel Services	\$ 224,674	\$ 148,924	\$ 75,751	\$ 224,675	\$ 288,881	36%	\$ 64,206	29%
Total Personnel Services/Contractual Labor	\$ 274,804	\$ 196,120	\$ 78,250	\$ 274,370	\$ 298,881	38%	\$ 24,511	9%
Professional Services (Social Media Consultant, Photographer, Video Services)	\$ 46,400	\$ 26,405	\$ 22,000	\$ 48,405	\$ -	0%	\$ (48,405)	-100%
Social Media Campaign Consultant					\$ 5,400			
Miscellaneous (Photographer/Videographer etc.)					\$ 2,500			
Advertising/Marketing	\$ 150,000	\$ 118,040	\$ 31,960	\$ 150,000	\$ 150,000	19%	\$ -	0%
Tourism Events	\$ 206,909	\$ 143,260	\$ 63,649	\$ 206,909	\$ 106,000	13%	\$ (100,909)	-49%

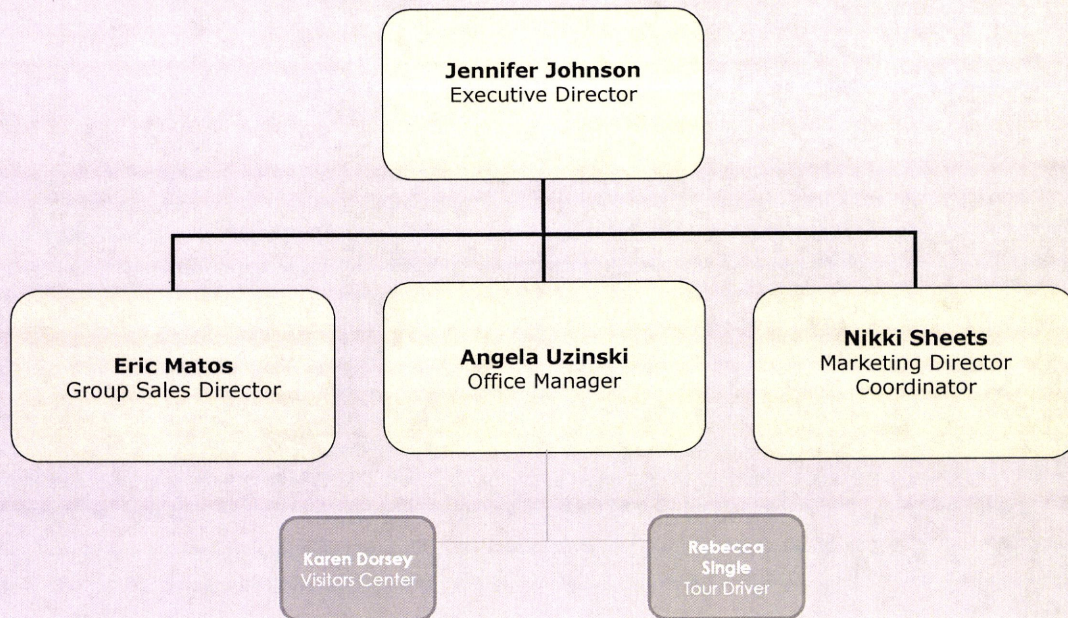


EXPENSES

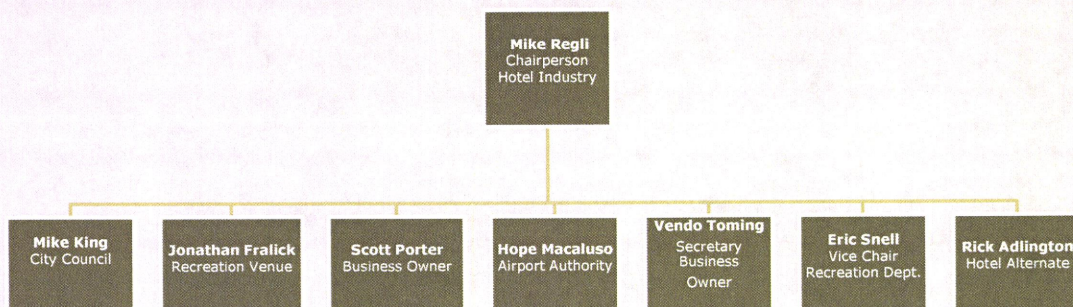


	FY 2015 For Nine Months Ending June 30, 2015				Total Actual +Projected	FY 2016 Proposed Budget				
	Detail	Current Budget	Actual	Projected		Detail	Budget-Request % Of Budget	Variance	% Change	
Administrative & General Operations										
Audit Services		\$ 4,800	\$ 4,800	\$ -	\$ 4,800		\$ 5,000	1%	\$ 200	4%
Legal Services		\$ 1,000	\$ -		\$ -			0%	\$ -	0%
Equipment Rental		\$ 1,272	\$ 725	\$ 547	\$ 1,272		\$ 2,467	0%	\$ 1,195	94%
Postage Machine						\$ 840				
Water Cooler						\$ 127				
Copier Rental						\$ 1,500				
Amphitheater Rental		\$ 19,509	\$ 13,957	\$ 4,655	\$ 18,612		\$ -	0%	\$ (18,612)	-100%
Office Rental						\$ 41,656	5%	\$ 41,656	0%	
R&M Building		\$ 2,500	\$ 495	\$ 2,005	\$ 2,500			0%	\$ (2,500)	-100%
R&M Vehicles (Film Tours)		\$ 1,500	\$ 207	\$ 1,293	\$ 1,500		\$ 1,500	0%	\$ -	0%
Liability Insurance		\$ 12,443	\$ 10,912	\$ 1,400	\$ 12,312		\$ 12,700	2%	\$ 388	3%
General Liability/D&O Liability						\$ 8,900				
Special Event						\$ 1,400				
CVB Van - Southern Hollywood Film Tours						\$ 2,400				
Communications		\$ 304	\$ 22	\$ 28	\$ 50		\$ 750	0%	\$ 700	1400%
Local/Long Distance Phone Service						\$ 750				
Miscellaneous Expenses		\$ 1,000	\$ 149	\$ 435	\$ 584		\$ 1,000	0%	\$ 416	71%
Merchant Fees		\$ 180	\$ 246	\$ 60	\$ 306		\$ 240	0%	\$ (66)	-22%
Office Supplies		\$ 13,600	\$ 8,539	\$ 5,061	\$ 13,600		\$ 2,400	0%	\$ (11,200)	-82%
Computer Supplies		\$ 3,500	\$ 720	\$ 2,780	\$ 3,500		\$ 3,500	0%	\$ -	0%
Cost of Inventory Sold		\$ 10,125	\$ 7,924	\$ 1,950	\$ 9,874		\$ 12,150	2%	\$ 2,276	23%
Gasoline (Film Tours)		\$ 750	\$ 526	\$ 224	\$ 750		\$ 750	0%	\$ -	0%
Research and Development		\$ 1,500	\$ 576	\$ 924	\$ 1,500		\$ 1,500	0%	\$ -	0%
Travel (incl. mileage reimbursements)		\$ 4,125	\$ 2,794	\$ 1,331	\$ 4,125		\$ 4,000	1%	\$ (125)	-3%
Total Administrative & General Operations		\$ 78,108	\$ 52,592	\$ 22,693	\$ 75,285		\$ 89,613	11%	\$ 14,328	19%

STAFFING GUIDE



BOARD OF DIRECTORS



ACCREDITATION



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THANK YOU!

