Peachtree City Mayor & City Council
Vanessa Fleisch, Mayor
Phil Prebor – Post 1
Mike King – Post 2
Kevin Madden – Post 3
Terry Ernst – Mayor Pro Tem Post 4

# CITY COUNCIL OF PEACHTREE CITY
# REVISED MEETING AGENDA
## MAY 20, 2021
## 6:30 p.m.

I. Call to Order

II. Pledge of Allegiance

III. Announcements, Awards, Special Recognition
- Service Award – Jared Joiner – 10 Years – Firefighter/Paramedic

IV. Public Comment

V. Agenda Changes

VI. Minutes
May 4, 2021- Workshop Minutes
May 6, 2021 – Regular Meeting Minutes

VII. Consent Agenda
1. FY2022 Non-Profit Funding- Fayette Council on Domestic Violence, Inc. d.b.a. Promise Place
2. Motor Vehicle Lease Agreement- Fayette Senior Services
3. Braelinn Tennis Courts Conversion to Pickle Ball Courts Contract Award
4. Peachtree City W.A.S.A Land Acquisition
5. Library Carpet Replacement (Upstairs) and MMR Grant for 50% Match
6. Conversion to Salt System at Glenloch Pool

VIII. Old Agenda Items

IX. New Agenda Items

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| 05-21-09 | Public Hearing – 203 Amelia Lane, Rear Setback Encroachment | (Cailloux) |
| 05-21-10 | Public Hearing – 111 Cedar Point, Rear Setback Encroachment | (Cailloux) |

X. Council/Staff Topics

XI. Executive Session

XII. Adjourn

**City Council of Peachtree City**
**Workshop Minutes**
**Tuesday, May 4, 2021**
**6:30 p.m.**

The City Council of Peachtree City met in workshop session on Tuesday, May 4, 2021. Mayor Vanessa Fleisch called the workshop to order at 6:30 p.m. Others attending: Terry Ernst, Mike King, Kevin Madden, and Phil Prebor.

City Manager Jon Rorie recalled that March's retreat session focused on the revenue side of the budget equation, while April's looked at expenses. Tonight, they would focus on 32 goals and priorities previously established by Council. Some were already complete, others were in progress, and others probably would not be done. Beginning the next week, they would begin reviewing budgets with departments in regards to their requests for Fiscal Year (FY) 2022. This would include personnel requests, as well as capital and operational expenses, leading to presentation of the Manager's proposed budget in June.

The five-year financial model was subject to change, Rorie noted, but they were anticipating a revenue stream 6.5% greater than it was last year, totaling roughly $39,939,000. They anticipated expenses of $40,533,000, and the use of cash reserves totaling $594,000. He again stated this was all speculative; it depended on expenses and revenues as well as the millage rate and service capacity and delivery. The speculative model contained a millage rate reduction of a quarter mill, taking the millage rate from 6.232 to 5.990. However, they did not have the requests for the expense side of the equation, nor did they know exactly what the tax digest would be.

At a workshop in December, 2019, Council said improving transportation was one of their greatest priorities. They asked for a city transportation group to establish communication with Coweta County and the Atlanta Regional Commission (ARC) regarding a bypass to the SR 54/74 intersection. This had actually been going on since 2014 when a traffic study yielded 15 project recommendations and the recommendation of a cross-county group to look for solutions. This led to the 2016 continuous flow intersection (CFI)/displaced left turn (DLT) approved by the Georgia Department of Transportation (GDOT). Rorie remarked that some people still did not understand what was planned, and Fleisch asked if they could again highlight the GDOT animation of the DLT on the City's website? Rorie said they could, adding that there would be another public workshop once they got the final engineered plans. GDOT was talking about letting this project for construction in June, 2022.

Rorie said he was tasked with forming the city transportation group with Coweta and the ARC. In February, 2020, he sent an email to the Coweta and Fayette County administrators, along with other interested parties, trying to set up a breakfast meeting where they would discuss these regional transportation issues. However, the pandemic halted those plans. They were finally able to get together on Feb. 24, 2021. The Fayette County Comprehensive Transportation Plan (CTP) had been updated in the years since 2014, but now Coweta was having to update its CTP, so they invited Fayette County and Peachtree City to take part. Two Fayette County Commissioners, two Peachtree City Councilmembers, two Coweta County Commissioners, two of Coweta's transportation plan consultants, and Staff talked about the Coweta transportation plan, with topics including TDK, bypasses, improvements to the SR 54 West corridor, the DLT, and so on. Rorie stated that he went over this timeline to show that there were a lot of moving pieces.

The 2014 traffic study yielded short-term projects totaling $2.7 million. He indicated, on an aerial photograph, an intersection GDOT was converting to right-in, right-out, hopefully complete by the end of the summer. These projects moved slowly because they had a lot of components, such as engineering and right-of-way acquisition. This was a $35,000 project. For the intersection of The Overlook and Line Creek, there was a $350,000 project that included the green T light and the right in, right-out changes on the north side of SR 54. A $626,000 intersection improvement at MacDuff provided two dedicated turn lanes from MacDuff to SR 54. They added signals not to stop traffic, but to improve safety. The $626,000 came from the Special Purpose Local Option Sales Tax (SPLOST) revenues. The project remained unfinished, Rorie continued, because they were still working on a connection from The Overlook to MacDuff Crossing. The next project used $745,000 of SPLOST funds at Planterra Way to help traffic get in and out of the Walmart development as well as the Planterra subdivision. That all added up to about $2 million in projects already on that corridor using private dollars, GDOT dollars, and SPLOST dollars.

The study recommended mid-term improvements totaling $8.2 million, focusing mainly on widening SR 54 on both sides. There were two long-term projects, one was a continuous flow intersection and the other a left turn overpass at SR 54/74. Both were for the purpose of changing the signal from a four-phase to a two-phase. The intersection would work better because half of the signal timing was eliminated. The $10 million for the project would be funded by GDOT, but Rorie noted that GDOT got its money from the gas tax paid by consumers. He indicated that the turn lane from SR 74 North to SR 54 West had been extended as far back as possible. There was a yield sign at the turn, but Rorie said many people thought it should be a stop sign. City Engineer Dave Borkowski said the right turn would be signalized. They would widen the two lanes, and there would be no median separating them.

Prebor asked about access to The Marketplace, and Rorie and Borkowski pointed out how it would be done. Ernst wanted to know if this was the light they had discussed previously? Rorie said it was. Rorie pointed out that it would take the taxes from 40 million gallons of gasoline to pay for this intersection project. Fleisch noted that Georgia got $30 million in Federal funds annually for transportation, and one-third of it was going to one city. As a result of a $70,000 traffic study, they had gotten $10 million-plus for transportation improvement projects.

Next, Rorie showed a 2019 email from Coweta County's transportation planner to Fayette County's Engineer, Phil Mallon, with copies to Peachtree City Engineer Dave Borkowski and Planning Director Robin Cailloux, among others. It read: "Coweta County staff met with Jace McQuivey (Property Reserve, the owners of McIntosh Village) and John Walker (Kimley Horn) this afternoon. In the meeting, John mentioned a project in the draft Fayette County CTP update that would connect MacDuff Parkway and Minix Road. Can you confirm if this project is included in the Fayette CTP? Given Peachtree City's recent removal of the TDK Boulevard Extension, it is highly unlikely that the Coweta County Board of Commissioners will support a connector from MacDuff to Minix."

Looking at the proposed widening of Palmetto Road, Rorie said Coweta supported the widening, given the industrial and commercial growth in this area. They did not support widening Rockaway Road from two to four lanes, saying it would greatly impact the residential character of the road as well as detrimentally impact downtown Senoia. Coweta's position was that corridor-level operational improvements should be included, but that could come up in the next CTP. They also supported the widening of SR 85 from Fayette to Coweta (most likely ending at SR 16), but that was GDOT's responsibility.

Rorie said he was sharing this because if it was easy, it would have already been done, and, also, no one wanted these transportation projects in their backyard. There was never a good place or a good time for major transportation projects.

Prebor asked if GDOT was making the bridge at the new Publix in Coweta a four-lane? Rorie said he didn't know, but imagined they would be. It made sense to go ahead and do it while they were building it.

R-cuts had been installed at about $36,000 each at Senoia, Kedron, Governor's Square, and Dan Lakly. In lieu of a signal, they could control access and mobility through R-cuts and J-cuts on super streets.

Council also requested updates on projects with other entities. The South Fulton Community Improvement District (CID) reconstruction project at the I-85/SR 74 interchange was delayed because of the costs of right-of-way acquisition.

Council also wanted to look at adding flashing yellow left turn arrows at some intersections, but Rorie said studies had shown they would be ineffectual due to the amount of oncoming traffic. Improvements to the Huddleston Road/SR 54 intersection had been examined. At peak hours, the intersection operated at a "C" level right now; after the addition of turning lanes, it would still be a "C." Maybe they should look at other improvement ideas if they were going to spend the money, Rorie conjectured. That was a mid-term recommendation in the 2014 study. He said it would probably depend on when the properties adjacent to it were developed.

Planning for bridge replacements was another item on the 2019 priorities list, but Rorie said he had not followed through on that. Engineering consultants should look at every bridge and map out the needed projects into a long-term plan.

Signalization at Peachtree Parkway and World Drive was complete.

Under land use planning, a goal was to relocate the Recycling Yard from the City's south side entrance, maybe moving it to property behind the Police Department that belonged to the Water and Sewerage Authority (WASA). The problem was that there were about 20,000 cubic yards of dirt piled up at the Recycling Yard, and the cost to move it was estimated at $30 per cubic yard, for a total of $600,000. They were working on it, but would nott meet the year and a half timeline Council set.

The 2010 Arcadis Plan for sewer extensions on Huddleston Road/parallel path network included about 8,000 feet of 8-inch pipe, 33 4-foot manholes, 1.62 acres of easement, and a budget number of $1.2 million in 2011. Rorie proposed a $2 million budget number to account for increases in construction costs. Peachtree City could receive about $11 million from the American Rescue Plan to help with this.

Council also asked they look at relocating Public Works, which was off McIntosh Trail. The thought was that they could co-locate it with the Grounds Division off the south side, but at this point it would be expensive to move or modify the current layout, with minimal return on the investment. This was the highest and best use for the property right now. They had built the Grounds Division from the ground up, with about 28 staff. They were purchasing a small adjacent piece of land from WASA to expand.

Cailloux said Council listed an objective of establishing a redevelopment committee based on the goal of utilizing and maximizing existing public infrastructure and tax-dollar investment by encouraging redevelopment of aging commercial, industrial, and residential areas where appropriate. Instead of growing and sprawling, which would require more fire and police stations, they would use the infrastructure already in place and redevelop the land served by it. The goal would be for this committee to identify potential redevelopment locations and establish some minimum design requirements. For instance, they knew people liked central gathering spaces, so was there a way to require their inclusion?

The makeup of the committee, which would be appointed by Council, would be similar to a Comprehensive Plan committee or the Livable Centers Initiative (LCI) committee. It could include residents, local business owners, architects, developers, financial experts, and property owners of the redevelopment sites. This could eventually lead to the formation of CID boards or Development Authorities by establishing a framework for local volunteers to continue to guide the redevelopment efforts.

Rorie asked Cailloux how this redevelopment committee would work with the 80,000 square foot of space formerly occupied by the Braelinn Village Kmart? She replied that the property owner would have to be at the table, but they also would want to engage the surrounding communities and find out what they would like to see. It could not be all greenspace, because that did not make money for the developer, but perhaps there could be some greenspace, along with amenities that the community felt were missing. Rorie confirmed with her that the property was zoned General Commercial (GC) and that storage units would be a permitted use. He noted there was a company that purchased vacant Kmarts and turned them into storage units. He said they had enough storage in Peachtree City, so this Kmart was not a market, but Cailloux remarked that she got regular inquiries about where storage businesses might locate. Rorie emphasized this property was zoned GC, with certain uses permitted by right, so an investor could come in and buy it and convert it to anything that fell into the GC category. There would be no public input, Cailloux added.

Prebor asked about the price of the old Kmart, but Cailloux and Rorie said they did not know. Prebor recalled that Council had pondered what they could do about it. Council had the authority to establish a Downtown Development Authority, Rorie mentioned. They could create a development authority for this area, giving them some say-so in what went on. You had to be careful to distinguish between public and private property, but the potential was there. The whole purpose of these redevelopment committees was to let the people in the community have input.

There was a goal to redevelop the McIntosh Trail area, but Rorie again said it was cost-prohibitive at this time.

Cailloux commented that she had often stated the need to update their development ordinances and had presented the idea of a Unified Development Ordinance. Their development ordinances were in multiple chapters. The Unified Development Ordinance would combine all those and make the process transparent. Right now, there were conflicting ordinances that needed to be reconciled. Also, the way development was reviewed had changed. The law still required somebody to submit 20 paper copies. They had just spent years digitizing all that paper, and she did not want more, but the ordinance required it and needed updating. They had made some piecemeal changes, but every time you opened up and changed one section, there was the possibility of creating conflict in another, Cailloux cautioned.

Rorie asked her what her title was, and she said it was Planning Director. However, in the ordinances, she was referred to variously as Zoning Administrator, Zoning Director, City Planner; she was the City's landscape architect. The point was, Rorie continued, there were all these things in conflict. Right now they were dealing with the zoning of the railroad and the creation of an overlay district at the airport. They needed to eliminate conflicting and outdated ordinances with the help of legal consultants.

Staff often talked about locally-incentivized economic development. What was the secret sauce? It consisted of a lot of economic development tools. One was the development of central gathering places which gave a sense of place. He cited Drake Field and Line Creek Brewery as examples. That did not mean they needed to be chasing night life in an attempt to attract younger people. People of all ages liked hanging out at Drake Field.

Fayette residents paid a premium to have high-quality schools, and that was an economic development tool as well, but you had to figure out how to incentivize it.

What could they do to attract talent? Cailloux said most of the employees at the big industries did not live in Peachtree City. When it came to opening up an architectural firm or something similar, it was hard to recruit quality talent. Two highly-respected architectural firms, based or started in Peachtree City, had to open Atlanta offices because they could not convince new graduates to move here. Peachtree City was a great place to live, but maybe it was not so appealing to young professionals.

Ernst said he thought Peachtree City needed a trade school that could train welders, mechanics and the like. Not everyone should or wanted to go to college. Rorie said they had discussed the impact of Southern Crescent Tech, Georgia Military College, Clayton State University, and Point University. They were talking about workforce development. Cailloux pointed out they did have some of this happening. Alta Refrigeration was working with the State to train new workers at their facility. They either stayed with Alta or were quickly recruited to other companies.

Encouraging business retention and expansion was key. What should they be doing to support this? Also, Rorie continued, they needed to explore whether they should be hunting one company with 50 jobs or hunting 10 companies that provided five jobs each? They did not have the land mass for new large industrial facilities like Panasonic. They did have vacant properties that could house smaller businesses. Redevelopment was about filling in these vacant spaces rather than pursuing a trophy company where you had to offer tax abatement and other incentives. He recalled that one of the companies they talked to had the availability of mass transit high on their list. That was one of the key points for Amazon's location to New York. That would not happen in Peachtree City, but it showed what companies wanted.

The secret sauce was a lot of different ingredients, Rorie concluded. It was not one specific thing; it was everything.

They had completed 10 of 17 SPLOST projects on the path system, most notably the 54 Gateway Bridge at $3.2 million, including $1 million of dirt work. The Flat Creek Nature Area project was overspent at $230,000, rather than $217,000. The SR 54 East cemetery project was not complete. It was estimated at $220,000, which Rorie said would take a 10-foot wide path 1,400 feet. They needed to look at it in terms of network and route efficiency and factor in the new school.

Under Impact Fee projects, Rorie said there were about three-quarters of a mile short of being able to take a side path down Robinson Road all the way to Redwine. They were working with the County on the Redwine tunnel to connect to the network around Starr's Mill High. They did not know exactly where it would land or if it would be a tunnel or a high intensity activated crosswalk (HAWK) signal. A connection through the animal shelter property was also in the works.

Completed projects included the Wendy's path for $7,080. The Police Station path was about $20,000, which was around $30,000 under budget. The Flat Creek Nature path was $29,000 over the 2010 Master Plan estimate, while the Crosstown/Valvoline crossing was $150,000 over the estimate. The estimate called for painting lines across Crosstown, but they found that safety and mobility required a hybrid beacon signal, resulting in a cost overrun.

They were working on what to do about a bridge/tunnel at Crosstown. GDOT had denied a request for an at-grade crossing. Then they met with GDOT to request a crossing at Eaton and Cooper Lighting, but GDOT pointed out there were railroad tracks in the way. Now they had been permitted for a crossing at Panasonic and were working with SANY for an easement acquisition. They were working on easement acquisition for a bridge from U-Haul to the vacant Crosstown Car Wash. Even with all that, Rorie noted, there would be no connection to Clothes Less Traveled and Gil-Roy's Hardware.

They had been focused on the MacDuff Gateway Bridge at $3.2 million. The Lake Peachtree Bridge design was 30% complete. Rorie stated that this project frightened him because it would involve closing the bridge for eight to 10 months. If they were going to replace the bridge, they should consider replacing the pilings, which would raise the estimated cost from the $500,000 estimated in the SPLOST to $800,000 to $1 million. Borkowski said engineers said the wood pilings were still good, but they would need to be replaced at some point. They had six years to complete these SPLOST projects, and this would probably be the last ones done.

A goal was to start a Path Ambassadors program as a way to regulate path use. About $44,000 of the Solid Waste Franchise went to Keep Peachtree City Beautiful, as did $50,000 out of the General Fund, along with another $45,000. They bought them a Kubota and a trailer to help clean up the illegal dumping on the paths. That did nothing to regulate safety, so the Path Ambassadors program was started with five part-time Code Enforcement officers who rode the paths and visited all the parks. They met with kids at the Skate Park to enforce safety rules. The program had been positively received, he said, adding they should let it go another year and see how it evolved.

Recreation and Special Events Director Quinn Bledsoe reported that another objective was to look at the Kedron pool bubble. One option was to not replace the bubble, leading to a six-month season from April through September. The savings would be about $100,000 by eliminating the United Pool contract and utilities for those months, along with $8,000 in staff costs to put up and take down the bubble. There would be a $50,000 loss of revenue, however, leaving them with a $50,000 savings. Eliminating the bubble would displace the Southern Crescent Aquatic Team (SCAT) swimmers and the high school swim teams. Bubble replacement at a cost of about $700,000 was another option. Expensed at 1% interest, that would equal $74,000 for 10 years. The operational expenses would continue. They also had talked to a design/build company that specialized in aquatic centers about constructing a permanent structure. They estimated a cost of $3 million to $3.5 million. At 1% interest, this would come to about $370,000 a year for 10 years.

The original bubble replacement, Rorie noted, was budgeted at $250,000 around 2010. That led to the Capital Improvement Program (CIP) in the 2012 budget, and the ultimate cost was more than $700,000.

Ernst asked how long it would take to build a permanent structure, and would the pool need to be closed? Bledsoe replied that they did not get into that type of detail, but she thought the pool would definitely need to be closed during the build. Ernst noted that the swim teams would have to find another place for that time.

Fleisch asked her to elaborate on the revenues. They would lose $50,000 in revenue by being closed from October through March, Bledsoe stated, but they would also save about $108,000 in expenses by cutting back on the contract and the costs for staff to put up and take down the bubble. Fleisch noted that the cost for a new bubble would be about $370,000; did the swim teams pay $370,000 a year? No, Bledsoe replied. The Mayor asked what would it take to make this pool revenue neutral? A lot, Bledsoe noted. Fleisch said the County considered a new building to replace facilities at Kiwanis Park, and she believed it was estimated at $7 million. One of the County Commissioners supported this building, while the others did not. Fleisch said she found it interesting that the same Commissioner was lamenting the fact that the County paid Peachtree City $150,000 a year for use of their facilities, when it would cost them $92,000 a month in debt service for the same type of facilities.

Salvatore pointed out that it was not just the building expenses; there were ongoing maintenance expenses. Rorie asked how Kedron was built, and Finance Director Paul Salvatore said it was through a General Obligation (GO) bond in the early 1990s. Fleisch said a lot of things were built then, including the Peachtree City Athletic Complex (PAC). She went back to maintenance costs, saying someone would have to pay for them.

King said he would like to see them discuss a building and not continue with having to move the bubble every year. He wondered how many residents used the pool in the winter? King went on to recall that the Tennis Center needed major work as well, so maybe they needed to look at a GO bond to pay for these things.

Fleisch asked if these bubbles were still being built? Bledsoe said the company that built this bubble was still doing it, and a person from there had been in town to see about repairs. He commented that this was the smallest bubble they built. So a new bubble could be an option, the Mayor noted.

This was the only place in Fayette County where students could swim in the winter, Madden remarked, adding that where he was from, the Board of Education included pools at their schools. Fleisch said her high school had one. It was where they learned to swim, Madden noted, which was an important skill, and it was important to the community to have a place that taught swimming and water safety. He would like to see it put before the people in a bond referendum. Salvatore noted that the bubble replacement was paid for through a bond.

Fleisch asked what the repairman thought about the condition of the bubble? Rorie noted that the old bubble was installed in 1995, added after the GO bond. In 2002, they got quotes to put it into the five-year plan. In 2010, they made major repairs to the bubble envelope, and the bubble was budgeted for replacement in 2012. The bubble was an air-supported structure, so it could not have cracks or faulty seals. If you looked at the history, the first bubble lasted a long time, but had major repairs. There was a correlation to their vehicle program in which vehicles were replaced on a schedule for financial smoothing, but there were repair costs. It was always cheaper to fix it than replace it, but you came to a point where it was not just cracks, it was mildew or other things. It was impossible to give an exact lifespan. The key was to look at the cost structure and what it would be in terms of debt. Kedron was a structure built upon debt and maintained with debt. Now they were talking about more debt, but the time to do something was now.

Prebor said they needed to look at all factors when deciding on a bubble versus a building, noting he was familiar with a building with a metal roof that had far outlasted its estimated lifespan. Rorie mentioned maintenance costs, such as new roofs. Rorie asked Borkowski about the roofs at the Tennis Center, and he said they needed repairs estimated at $100,000 to repair leaks. Rorie said it was important to do things with the right materials as opposed to doing it cheaply. They were having to repair a lot of cheap work now.

They had hinted around at a GO bond, Ernst remarked, saying he would like to see a list of projects and their costs so it would be put on the November ballot for citizens to decide. There was a timeline they needed to follow, Rorie noted, so they should move on this now. There was a 90-day period in which they had to notify the Elections Superintendent. Their bond attorney said they would have to adopt a bond referendum around July for the November election. Salvatore said they needed to get an estimate as close as possible to what the actual cost would be. Fleisch asked if it would be one question with a lot of projects or line items? Rorie said it could be either. He could bring something back to them for review as early as June.

Prebor and Ernst said that was a good idea. King noted that this was an election year, and they might have a new Council in January. Would the new Council be obligated to follow through on the bond projects if they were approved? Salvatore said they would.

Fleisch asked if Council would have to vote to raise taxes after the bond was approved? Salvatore told her the referendum would contain information about mills associated with the debt service. It also would spell out what the annual operating expenses were. The debt service portion would be handled through the bond millage rate. The disclosure was in there about the ongoing maintenance costs because that could impact future maintenance and operations (M&O) rates. The initial estimate for Kedron in 1991 said it would cost about $60,000 a year to maintain; now, it was up to about $1 million a year. That included the pool contract, staffing, building maintenance, and utilities, in the range of $800,000 to $900,000. It was offset by revenue, and Rorie pointed out that everything was revenue/expense. He noted that all the costs were expressed in the ballot language so people would know what they were voting for.

Fleisch asked if Council was required to do anything after the referendum? Salvatore said he did not understand the question, and King explained that if the bond passed, would the next Council be mandated to follow through with it? Salvatore said he would have to check with the bond attorney.

Potentially there could be three new Council members next year, Ernst remarked. Did they want to wait another year for prices to go up on things they knew they needed to do?

Bledsoe had worked with Facilities Manager David McDaniel and Jonathan Fralich at the Tennis Center to come up with a five-year plan for the Tennis Center in terms of future costs. Most of the items on their list would not get done, Rorie stated.

Bledsoe noted these were not hard numbers, but were good estimates. The most pressing need was to rebuild the 12 hard courts, which had exceeded their 25-year lifespan. They budgeted about $30,000 annually to repair cracks in the asphalt. The cost to rebuild was estimated at $800,000. These 12 hard courts that they would rebuild were outside; there were six under the roof. Rebuilding the six outdoor clay courts would be $175,000. It would cost $60,000 for the remaining light upgrades and painting of the poles. Building improvements including roofs, painting, HVAC, carpet, would total about $547,000. In year five, the parking lot would be repaved for about $175,000. Rorie said a lot of parking lots needed repaving across the city, but it was a question of when to do that rather than repave a road.

For every $100 room rented in a Peachtree City establishment, $8 went to the Hotel/Motel Tax, Rorie explained. Roughly $3 of that went to the City's General Fund, and its use was unrestricted. Another $3 went to the Convention and Visitors Bureau (CVB) to be used for marketing and tourism. Tourism Product and Development (TPD) got the remaining $2. TPD money could only be used for certain purposes. TPD was the result of an initiative voted on and approved in 2012 and okayed by the General Assembly as local legislation. TPD funds were earmarked specifically for the Tennis Center, the Amphitheater, the BMX track, and the PAC. The 2021 budget for TPD funds was about $159,000. They were expecting it to come in about $8,000 short, but they could deal with that. The five-year estimate, assuming that tourism rebounded, was for the TPD fund to total about $954,000. Historically, Rorie noted, the Tennis Center, Kedron, and other facilities were created and supported by long-term debt. A 2011 Facilities and Authorities Bond provided maintenance at Kedron and the Tennis Center. They were also paying on a 2014 bond. Rorie noted that revenues from the hotel/motel tax were cut in half during the pandemic. They lost close to $350,000 for the unrestricted funds in the General Fund.

About $1.727 million in potential expenses had been identified at the Tennis Center that could be offset with $954,000 of TPD funds. How could they make up the $800,000 difference? Rorie said it was his understanding that Council would like to see this put into a list for a GO bond with specifics and cost estimates so they could make a decision.

Prebor asked if Kedron could be eligible for TPD funds? Rorie said they might be able to stretch it a little, but not likely. It had to be attracting outside people and they did not attract many swim meets. Would a permanent cover attract swim meets? Prebor asked. Rorie said no, and confirmed with Salvatore that the most they had ever gotten for TPD was about $280,000. Bledsoe noted that the size of the pool would limit the type of meets they could host. They would need a timing system as well. The pool would need to be 50 meters long and 25 yards wide, and Kedron was not even close.

Fleisch clarified that it took $1 million a year to operate Kedron, and Bledsoe said that included the building and staff. Rorie said it was difficult to separate out the pool costs from the fieldhouse.

Another goal on Council's list was consideration of a floating kayak launch near Drake Field/All Children's Playground. Currently, you could launch kayaks at Drake Field, Battery Way, and Pinecrest. Rorie stated he would not consider a floating launch at Drake or Battery Way, but would consider a dock compliant with the Americans with Disabilities Act (ADA) at Pinecrest or Spyglass Island, but this was a low priority item.

Another goal was lighting upgrades at the Tennis Center. They had faced a proposal for lighting upgrades to LED at the Tennis Center for about $130,000, Rorie commented. At some point, the City had commissioned an energy audit, and one of the recommendations to cut costs was to switch from 1,000 watt lights to 750 watts at various facilities. The lights degraded over time, and tennis players were eventually unable to see. They upgraded the covered court lighting, as well as performing upgrades at other recreational facilities. They had done upgrades at Kedron and on the lights at the tennis courts at Pebblepocket, along with a new electrical box there. They had upgraded the tennis courts at Glenloch and the Tennis Center lights. They had spent $82,000 in lighting upgrades since 2019. They added $25,000 in 2015 to a $46,000 grant at the Tennis Center.

Fleisch said this pre-dated her, so she asked Salvatore if they did a debt instrument to change thermostats and other things? He replied that a $1 million note was refinanced into the first facilities bond and was paid off now.

Prebor asked if the LED lights resulted in savings, but Rorie said they did not upgrade to LED; they just went back to 1,000-watt lights. They did not have an estimate of what the LED change would do. They had installed boxes at Pebblepocket and would be doing so at other courts so individual players had to pay for their own electricity, Madden pointed out. Taxpayers would not be footing the bill. Rorie said that should result in about a $40,000 reduction in the electric bills, and they needed to look into potential cost savings for switching to LEDs to see if it would be worth it.

Bledsoe reminded Council they were converting the Braelinn tennis courts into six pickle ball courts and showed them what it would look like. The end to end measurement was their critical point. Each court needed to be at least 30 feet by 60 feet, so the end to end layout required a length of at least 120 feet. Also, sun considerations mandated a north-south layout. Currently, they had 105 feet, 11 inches by 118 feet, 3 inches, which was wide enough, but about two feet short. They were close to the north-south layout. There were 1,400 linear feet of cracks in the asphalt, with a repair cost of $13 to $14 a foot. The fence was in fair condition at best, Bledsoe went on, and some asphalt was crumbling around the perimeter.

One option was to repair the cracks, take out the north fence and add three feet of surface and another foot for the fence. With all new fence, this would cost about $60,000.

Madden asked if they were talking about four or six courts? He thought they agreed on four. Bledsoe said it did not matter because even with four, they had to have the length for them to be regulation. They had the area for six courts, and Bledsoe noted that it would be less than $3,000 more to add two courts. They had to add the length no matter if there were four or six.

How old were these courts? Fleisch wondered. The 1980s was their best guess. Fleisch asked if they should re-do everything? Bledsoe said if they added the additional surface, they would just do a cut and add it, along with the asphalt repair.

Another option was to remove the existing courts and built new asphalt courts to the correct dimensions at a turnkey cost of about $74,000. She added that these figures were actual quotes, but a third option was an estimate. It consisted of removing the existing courts and replacing them with six-inch concrete of the correct dimensions. The estimated cost of just the concrete surface was about $90,000. If they used heavy-duty four-inch concrete, it would go up to about $100,000.

What was preferable, asphalt or concrete? Fleisch wondered. Concrete held up better, Bledsoe replied, but players preferred asphalt. Fleisch said asphalt was easier on knees, and Rorie said they preferred it, too, because of ball bounce. He pointed out they would have a 50- to 60-year turnaround with concrete, as opposed to asphalt. Asphalt cracked and required repeated patching. Every time you repaired a crack, you could end up with dead spots. That was happening with the courts at the Tennis Center. They included an estimate for installing concrete courts for that reason, but Rorie pointed to the uptick in price and noted that it did not include netting, posts, fencing, and surface. If they used concrete, it would cost more than $200,000 to build six pickleball courts, more than twice the cost of removing and rebuilding them.

Fleisch confirmed with Bledsoe that the price for brand new asphalt courts, with fencing and everything was $74,000. She asked if they needed further approval from Council? Rorie said they did not; they were proceeding with the asphalt courts.

What about the basketball courts at Braelinn? Fleisch asked. They were fine, said Bledsoe. They would be replacing a goal that had rusted out, but there were still three goals there. Prebor asked if there was a way to get the goals up to 10 feet? Bledsoe said they would look into it.

Another goal was a quarterly dialogue with the County and other municipalities. They did this, and it was coordinated through the Fayette County Chamber of Commerce as needed.

Council had also asked about moving municipal elections to even-numbered years. Rorie read from a letter written by the legal counsel for the Georgia General Assembly that said a lawsuit would probably result that would force the City to continue to conduct elections in odd-numbered years. There did not appear to be any authority under State law that would allow Peachtree City to modify its charter and hold elections in even-numbered years.

Providing a forum for questions from citizens was another goal, but Rorie said he did not know what else they could do. Suggestions included email, surveys, which people said were biased; workshops and retreats, which few people attended, along with Council and Planning Commission meetings. Working on communications was a goal. Rorie said he was tired of debating the pros and cons of social media. They would continue to post things and would continue to be attacked when someone wanted to attack. They had switched from a textual to a graphic format for the weekly updates. He had asked City Clerk Yasmin Julio to look at developing a newsletter to be included twice a year with the stormwater bills and once as an independent mailing. It would talk about new projects and go into background on other topics. He recalled that they had repaved 251 streets since 2016, which equated to about 60 miles out of 191 road miles. They started with Crosstown Drive, which they had to delay paving for two years in order to collect enough municipal infrastructure grant (MIG) funds to do it. If you went to Crosstown today, seven years after the project first began, you would see depressions in the making due to heavy traffic, Rorie remarked. This showed that they always had to consider where to target paving dollars. That was the kind of information they would be sharing in the newsletter. After 20 years, he continued, the Gateway Bridge was complete, except for its sign, at a cost of almost $3.2 million. They added plants, as well as fencing for ADA access. It was funded through SPLOST and impact fees. They were trying to engage, but it was tough.

Fleisch went back to the 251 roads that had been paved since 2017. Before that, Julio noted, it was an average of eight streets per year. Rorie recalled that King had advocated getting that number up, and that was why they decided to allocate $1.8 million in the General Fund for paving. If they left it at $1.8 million, they would be severely underfunded, though.

Rorie showed the costs associated with changing the facade on buildings that needed sealing, which were Fire Stations 81, 82, 83, and 84, plus City Hall and the Library. Changing the facade would cost three times as much as resealing. The best course of action was to continue to move forward like they were doing. They had applied for a grant to reseal the library, which was part of the 2011 Facilities Authorities Bond and the cycle date to redo it was 2022. The grant would be a 50/50 match, so the City's cost would be around $70,000. About $350,000 in the General Fund was dedicated to facilities improvements, and the Finance Department had encumbered the money to get the grant application done.

They were collecting impact fees for the expansion of the Fire Department, but Rorie said he would list these public safety projects as part of the GO bond. Money was at 1% right now, and construction costs were going through the roof, so it was best not to wait on these projects.

They were also planning to add a metal storage building at Station 81. It would hold items now stored in the basement at McIntosh Place, such as the bubble. Rorie noted storage was an additional cost that was often overlooked.

They had nowhere near enough impact fees to pay for the planned 3,000 square foot expansion of the Police Department. GO bond or not, he said, they needed to go ahead and make a move on these projects. Delay would be costly.

A 200 square foot deck would have cost $950 in materials in April, 2020. In April 2021, the cost had jumped to $3,360. Google said costs for lumber had increased 250%, and Cailloux noted that by May, Amazon reported a 300% increase. Rorie showed the sign for the Everton subdivision. Where it previously read "from the $400s," it now said "from the $500s." Fleisch said a builder told her he used to get a lumber package for $17,000, but now it was $47,000. The Calder model at Everton had gone from $370,272 in April, 2020, to $482,000 in April, 2021. They had been having staff conversations about what was affordable. He wondered what the Cresswind models cost for 55+ homes? Council often discussed apartments, condos, step-down housing, and this was part of that conversation.

Rorie explained that it was cheaper to use metal than lumber right now—hence, the metal storage building. However, if demand for metal went up, it would drive prices up, too. In October, 2020, the consumer price index-universal (CPI-U) number was 1.2%; in March, 2021, it was 2.6%.

Land acquisition was a goal. They had four acres off Robinson Road and three acres along MacDuff Parkway that was for the purpose of building a fire station. When the Everton group decided not to use 17.5 acres for a school, they deeded it to the City. They would look at it as a possible site for a quick response fire station. Fleisch noted they had added more than 20 acres of greenspace to the

City in the past four or five years. When they annexed land for Towson Village on SR 54 East, they required them to dedicate one acre for a quick response station. Rorie said he believed the City should say it was done with expanding its boundaries for now. Expansion would result in taking on more mass that would have to be serviced.

It was important to them in 2014, Fleisch recounted, that they assess what they had and what they could take care of. So many things had been neglected, and they intentionally set the growth boundaries with an eye towards what was manageable. The focus now should be redevelopment within those boundaries. They did continue to look at land acquisition when it came to path connections, tunnel locations, and bridges, Rorie stated.

Future dredging of Lake Peachtree/siltation sources was also a goal. Rorie said he had asked engineers to redo the bathymetric survey from 2014/15. It said they had accumulated about 10,000 cubic yards of silt over the last five years. Rorie said he asked for this survey because he never wanted to have to address a dry dredge in Lake Peachtree again. They needed to determine when it would be most cost effective to do a wet dredge so they could pile that silt somewhere and let it dry out and be hauled away. Should they do it every 20 years, or handle it on a micro level and look at every five or 10 years? There needed to be stream bank restoration on the other side to keep the silt from coming in. They could put the silt at Drake Field to dry out, but there would be complaints, so maybe it should be hauled away. The idea was to come up with a plan of action.

They anticipated getting $11 million from the American Rescue Plan. Rorie said he did not understand one of the restrictions. He read that the money could not "be used to directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation, or administrative interpretation during the covered period from March 3, 2021, to the end of the fiscal year in which the local government last uses these funds, that reduces the tax (by providing for a reduction in a rate, a rebate, a deduction, a credit, or otherwise) or delays the imposition of any tax or tax increase." They were awaiting the administrative code that defined what that meant. Another provision said the funds could not be deposited into any pension fund.

The money could be used to respond to the public health emergency and its negative economic impacts. It could be used to respond to workers performing essential work by providing premium pay. It could also help local governments make up for the reduction in revenue due to the health emergency. Rorie asked Salvatore if he thought that meant they could use the funds to help recover budget losses, and Salvatore said he did, such as with the hotel/motel taxes.

Another use was to make necessary investments in water, sewer, and broadband infrastructure. Rorie said he believed that if they received a windfall of $11 million, the bulk of that should be invested in the infrastructure for a long-term gain in economic development. That could mean the extensions of water and sewer to underserved areas or the rollout of broadband infrastructure. They should figure out how to invest that money into infrastructure improvements that would be transformative for the community by bringing in new rate payers. He would look at Huddleston, Hip Pocket, and the newly-annexed area on SR 54 East. If you redeveloped an area, you got greater tax revenues. Sewer was an investment in the community. He would invest in underground assets to be sure they did not become underground liabilities. He noted that the oldest water pipes in the county were in Peachtree City. Rorie said they hoped to have the administrative regulations around mid-May, so what they were talking about was speculation.

In the financial model, there were speculating on seeing about a $39,939,386 revenue source in 2022. Behind that figure was real property ad valorem taxes. What impact would the rising costs have on the Fayette County tax digest for both new construction and reassessed values? They anticipated a 5% uptick in real property ad valorem. They would assume that about 2% of that was new growth, and 3% was an increase in assessed value. Ad valorem tax revenues would go from $16 million to $17 million.

Rorie said they would begin reviewing departmental budgets in the next week. He said he did not expect expenses to go down. There were some pandemic-related items that would be adjusted. Fire Chief Joe O'Conor had talked about all of the protective gear they had had to purchase over the past year. They would balance the revenue and expenses stream with the use of cash reserves.

Rorie continued, if they did a millage rate rollback of a quarter mill, it would result in a $700,000 loss of revenue. They would have to absorb that on the expense side of the equation. A $7 million GO bond would cost about $700,000 a year. The rollback would reduce the tax on the average home of $400,000 by $36 a year. If they held the millage rate the same, they would have that money to fund the GO bond. The catch was that they had to adopt a millage rate before the GO bond referendum could be held in November. They would need to signal to voters that they would still have a 6.232 millage rate, and, of that, 5.990 would be the M&O millage rate, and the remainder would be for the GO bond.

Rorie asked Council to let him know of any other projects they wanted included on the GO Bond list so he could present it by the first meeting in June. They would meet to adopt the budget in June, he said.

There being no further business, Fleisch adjourned the workshop at 9:15 p.m.

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| Martha Barksdale, Recording Secretary | Vanessa Fleisch, Mayor |

**City Council of Peachtree City**
**Meeting Minutes**
**Thursday, May 6, 2021**
**6:30 p.m.**

The Mayor and Council of Peachtree City met in regular session on Thursday, May 6, 2021. Mayor Vanessa Fleisch called the meeting to order at 6:30 p.m. Others attending: Terry Ernst, Mike King, Kevin Madden, and Phil Prebor.

**Announcements, Awards, Special Recognition**
American Legion Post 50 presented Officer Sean Ishihara with its Law Enforcement Officer of the Year Award. Ishihara also was Georgia's Law Enforcement Officer of the Year.

Fleisch honored Youth Librarian Janice Dukes for 20 years of service.

**Public Comment**
There was none.

**Agenda Changes**
Ernst moved to amend New Agenda item 05-21-04 to read "plus or minus 5 acres" instead of 2 acres. Madden seconded. Motion carried unanimously.

**Minutes**
King moved to approve the April 1, 2021, regular meeting minutes and the April 6, 2021, budget workshop meeting minutes as written. Ernst seconded. Motion carried unanimously.

**Quarterly Reports**
There were no comments.

**Consent Agenda**
1. **FY2021 Budget Amendment**
2. **2021 Home Depot Community Grant**
3. **Purchase of 5 Zero-Turn Mowers**

Ernst moved to approve Consent Agenda items 1-3. Prebor seconded. Motion carried unanimously.

**Old Agenda items**
None

**New Agenda items**
**05-21-01 Public Hearing- Variance Request for Lots 6 & 7 MOBA Drive, Front Setback**
Planning and Development Director Robin Cailloux reminded Council they recently granted this property a variance for a parking setback. The developer went to the Planning Commission asking to reduce the landscape buffer as part of the conceptual site plan. The Planning Commission suggested they consider moving their buildings further towards MOBA Drive so they could maintain the 60-foot landscape buffer along SR 74. The applicant agreed and applied for this variance.

Cailloux indicated the property on a drawing, pointing out SR 74 and MOBA Park, which surrounded the property on three sides in a reverse "C" shape street network. Two lots were being combined to construct two 50,000 square foot-plus buildings. She pointed to the 60-foot landscape buffer, and noted that in order to maintain it, they were asking to move the buildings, resulting in a reduction of the front setback on MOBA Drive from 50 to 30 feet. Overhead utility clearances required the clearing of at least half the 60-foot buffer, and that was why the Planning Commission wanted to maintain every foot they could.

She went over the six criteria required of a variance in the Zoning Ordinance. The property had technically three front yards: SR 74, MOBA Drive, and MOBA Way. Only three other industrial lots had this configuration, and two of those had been developed. Also, the overhead utility line was a factor. These conditions meant application of the Ordinance could create unnecessary hardship on the developers. The front setback, if applied, would consume more than 28% of the usable area of the lots. The third criterion asked if there were exceptional circumstances, and Cailloux said those were the configuration of the lots with three fronts. Given those unique limitations, granting the variance would not constitute a special privilege.

Granting the variance would not be detrimental to public health, safety, or welfare. It did not create any sight-distance issues; there would still be 30 feet to MOBA Drive. It did not conflict with the Comprehensive Plan or major policies. The Plan called for maintaining landscape buffers along major thoroughfares.

The applicant, Chuck Ogletree of Southtree Commercial Development, noted the property had some challenges, and the Planning Commission brought up the lack of existing buffer on SR 74 due to the Georgia Power easement. Their concern was the direct line of sight from the highway to the truck courtyard between the two buildings. The developers decided to shift the buildings and the courtyard to the east by 20 feet, giving them an additional 20 feet along SR 74 to use for plantings. That shift would cause an encroachment into the front setback on MOBA Drive, which was why they were asking for the variance to reduce the setback to 30 feet. Ogletree said it did not adversely impact adjoining property owners. The property across the street held the detention pond for the entire project, and there was a parking lot to the northeast. The buffer would benefit commuters who traveled SR 74.

Fleisch opened the public hearing. No one wished to speak either in favor or opposition, and she closed the hearing.

Council had no comments, and Prebor said he was glad the workshop with the Planning Commission had worked well.

Madden moved to approve New Agenda item 05-21-01, variance request for Lots 6 & 7 MOBA Drive, front setback. Ernst seconded. Motion carried unanimously.

**05-21-02 Public Hearing- Variance Request for 135 Loblolly Circle, Rear Setback Encroachment**
This property was in one of the City's first neighborhoods, near City Hall. Cailloux indicated on a map the locations of Hip Pocket Road, SR 74, and Lake Peachtree. This property was at the corner of Loblolly Circle and Hip Pocket. The applicant was requesting a variance for an existing two-car-plus garage. They were asking for an encroachment of about 12 feet into the rear setback. If the variance was approved, staff asked that a foundation survey be conducted.

Cailloux explained this was two lots combined into one. She showed how the garage encroached into the 30-foot rear setback by 11.5 feet. Because of the grade, there was a retaining wall located close to the house, along with a utility easement on the rear, which was common on older lots. They could not find who owned the utility easement, but the Water and Sewerage Authority (WASA) had said that if utilities needed to be placed in that area, the City-owned property behind it would serve as enough space.

Cailloux examined the six criteria, pointing out the challenges posed by the slope. An existing retaining wall would be difficult to move. Would strict application of the regulations pose a hardship? The garage was already built, without a permit, she noted. If the setbacks were strictly applied, the size of the garage would be limited to a one-car garage. The slope and existing construction created exceptional circumstances for the property and granting the variance would not constitute a special privilege. The applicant had submitted letters of support from neighbors. The variance was in compliance with the Comprehensive Plan, which encouraged residents to reinvest in their property.

Contractor Mark Murphy and property owner Ralf Koch spoke. Murphy said a permit was pulled prior to construction, and Cailloux apologized for her error. They did not do a form board survey. Fleisch clarified if he meant a foundation survey. Cailloux asked Murphy if they believed the property line was further back, so what was permitted would be okay. He said that was correct, adding they were 45 feet away from what he thought was the property line.

Koch said he was sorry there was a problem. He had talked to his neighbors, and they agreed this garage would benefit the neighborhood.

Fleisch opened the public hearing.

Paul Bureau said he lived on the next street over and drove by Koch's house frequently. The garage worked nicely in the neighborhood, and he had no objections.

A neighbor, Eileen Sargent, said she submitted a letter, and also wanted to voice support from another neighbor who could not attend.

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

Ernst said now that he knew the permit was approved, he had no problems. Prebor noted that the neighbors approved.

King moved to approve New Agenda item 05-21-02, variance request for 135 Loblolly Circle, rear setback encroachment. Madden seconded. Motion carried unanimously.

**05-21-03 Public Hearing- Transmittal of CIE Update to Atlanta Regional Commission**
The State required an annual update to the Comprehensive Plan's Capital Improvements Element (CIE), Cailloux explained. Because they collected impact fees, there was a separate report on that, along with an update on the five-year Capital Improvements Program (CIP).

She showed how impact fees were collected and spent in 2020. They were used for parks, library, police and fire, and administrative fees. They no longer collected fees for the library, but there was still a minimal amount remaining to be spent. Looking at all path projects on the CIP, Cailloux noted that they did not add any new projects, and many of those listed had been completed. Several more were under construction, while others had moved into design.

They were still collecting fees to be used for future Police Department expansion. Progress on some of the Fire Department items included purchase of a medical vehicle. Projects were coming up for other heavy vehicles.

After this public hearing and Council approval, Cailloux said they would submit the CIE to the Atlanta Regional Commission (ARC) for review. Once the ARC approved it, she would return to Council, probably in June, for adoption.

Fleisch opened the public hearing. No one wished to speak in favor or against, and she closed the hearing.

Ernst moved to approve New Agenda item 05-21-03, transmittal of CIE Update to Atlanta Regional Commission. King seconded. Motion carried unanimously.

**05-21-04 Resolution #05062021, Property Acquisition, Plus or Minus 5 Acres, Land Lot 29 on S. Hwy 74**

City Clerk Yasmin Julio explained this was the property where the Fayette County Animal Shelter was located. The City would be purchasing the land, then leasing the Shelter back to the County. That lease agreement was the next item on the agenda.

Ernst moved to approve Resolution #05062021 with the amendment to replace the wording "2 acres" with plus or minus 5 acres. Prebor seconded. Motion carried unanimously.

**05-21-05 Lease Agreement- Parcels 0609023 & 0609009, S. Hwy 74 (Animal Control Property)**

This lease agreement was for the Animal Shelter building until the County's new shelter was complete, Julio pointed out.

Ernst moved to approve New Agenda item 05-21-05, Lease Agreement- Parcels 0609023 & 0609009, S. Hwy 74 (Animal Control Property). King seconded. Motion carried unanimously.

**05-21-06 Personnel Action-Finance Department**

Human Resources and Risk Management Director Ellece Brown stated there was a need in the Finance Department to eliminate two part-time accounting technician positions and replace them with one accounting position. The responsibilities the accounting position would perform were outside the scope of an accounting technician. Current administrative staff in the Finance Department would absorb the duties of the two part-time accounting technicians. There was a copy of the accountant job description in the meeting packet. Brown said the budget impact for the remainder of this fiscal year would be about $8,250, which could be absorbed by the Finance Department.

Madden moved to approve New Agenda item 05-21-06, Personnel Action-Finance Department. Ernst seconded. Motion carried unanimously.

**05-21-07 Personnel Action- Police Department**

Brown reported the Police Department had requested changes that did not involve increasing headcount. The first recommendation was to eliminate two police officer positions within the Criminal Investigations Division (CID) and replace them with detective positions, which were at a higher level. For several years, the Police Department had had two officers performing with CID, along with CID staff. They were there to support CID and to be trained for succession purposes. They were unofficially called "investigators," but, because of the workload, were performing at a detective level. That needed to be corrected, Brown said, so they were recommending that the two officer positions be replaced with two detective positions.

The second part involved the elimination of one police officer and the addition of a hard stripe corporal position. With several retirements looming, the Department was looking at succession planning. One of the future retirees was the quartermaster in the Department, who maintained the police officer title. They wanted to replace him with a hard stripe corporal, one of five currently on staff. The title change was due to the magnitude of work in that position. Training the replacement would take several months. The end result would be the elimination of one police officer position and the addition of a corporal position. The budget impact for the remainder of this fiscal year would be about $30,615, which could be absorbed by the Police Department.

Rorie said he wanted to be clear that they were not reducing police officers; they were aligning job responsibilities with their titles. Staff was aware that the models of community policing were changing, as were those in the Fire Department. They had spent a lot of time looking at retention and recruitment strategies to include career development programs. All of these changes were about succession planning.

Fleisch said succession planning had been missing among the new programs. Ernst noted he was familiar with the quartermaster situation. The officer doing that job had been doing it for about 15 years and would soon be retiring. The magnitude of the work he did was incredible, Ernst continued, and moving a corporal to that position to train before he retired was wise. When that corporal was trained, and the quartermaster retired, the Chief would need to hire a new officer. Many other retirements were coming up soon.

Madden commented that the budget impact of $30,000 was commensurate with the new responsibilities the officers would be taking on. Ernst said that was a good point.

Madden moved to approve New Agenda item 05-21-07, Personnel Action- Police Department. Ernst seconded. Motion carried unanimously.

**05-21-08 Vacation Policy Change for New Hires**
Employees accrued vacation hours every pay period, Brown noted, with a 2,080 hour employee earning 1.45 hours every two weeks, which meant they had 40 hours of vacation at the end of their first year of employment. That had been in place for more than 20 years. This policy had negatively impacted recruitment, and often caused them to have to go to the City Manager because a potential employee wanted more vacation time. Two weeks was the norm in the marketplace for new hires. They would not get the two weeks on day one, but would accrue the time at 3.08 hours a pay period for a 2,080-hour employee. There would be no budget impact because they City would pay the employee whether they were working or on vacation.

Prebor said it made sense to do this, and Madden added it was hard to hire and retain new police officers, or any employee, when the commercial world offered more vacation time.

Prebor moved to approve New Agenda item 05-21-08, Vacation Policy Change for New Hires. Madden seconded. Motion carried unanimously.

**<u>Council/Staff Topics</u>**
**Memorial Benches**
Recreation and Special Events Director Quinn Bledsoe told Council that nearly every week her office was contacted by someone who wanted to place a bench somewhere in the city in memory of a loved one. Usually they wanted it located on Lake Peachtree, but they were running out of sites to place benches around the lake without going into the greenbelt. There were currently eight at

Battery Way, plus the swings. Therefore, they had decided to declare a moratorium on benches around the lake. They would still put them in other locations. If someone wanted it to be on the water, Three Ponds was a good location. She wanted the families to choose a spot. But because there were 15 benches around Lake Peachtree, they needed to halt the addition of more.

Rorie acknowledged this was a difficult topic. He said they had discussed connecting the memorial program to the Tree Fund, so people could plant trees in memory of someone.

Prebor said he liked that idea, with a plaque by the tree.

Fleisch asked how many trees had been replanted through the Tree Fund recently? Bledsoe replied that she believed it was 23. Rorie said that did not count the trees on Peachtree Parkway. They were leaving the Bradford Pears there, even though they knew they were coming to the end of their lives, but planting Red Maples, with the idea of letting them grow before they had to remove the Bradford Pears.

There being no further business, Ernst moved to adjourn. Madden seconded. Motion carried unanimously, and the meeting adjourned at 7:20 p.m.

**Martha Barksdale, Recording Secretary** | **Vanessa Fleisch, Mayor**

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

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**TO:** **Mayor & Council Members**

**VIA:** **Jonathan N. Rorie- City Manager**

**FROM:** **Yasmin Julio- City Clerk/ Administrative Coordinator**

**DATE:** **May 11, 2021**

**SUBJECT:** **Non Profit Funding Request – Fayette County Council on Domestic Violence, Inc. d/b/a Promise Place**
***May 20, 2021, City Council Meeting***

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**Recommendation**:

To authorize Mayor Fleisch to sign the agreement for services and non-profit funding support for Promise Place, Inc. for FY-22.

**Discussion**:

In the adopted FY-22 budget, Council has approved funding in support of Promise Place. Promise Place provides services the City does not that meet the basic and general needs of some of our residents who are victims of domestic violence, including emergency shelter, support groups, assistance in obtaining emergency protective orders, and in providing domestic violence and teen dating education programs. Peachtree City residents comprise over half of those served by the agency.

Attached is the request from Promise Place Executive Director Vanessa Wilkins for the funding support of $10,000 to support ongoing efforts and the urgent needs of the organization.

**Budget Impact**:

This item will have a budgetary impact of $10,000, which was included in the adopted FY-22 Budget approved by Council under non-profit funding 100-1505-572020.

PEACHTREE CITY

# Funding Request
# For Non-Profit Organizations

**Organization Information**:

Organization Name: Fayette County Council on Domestic Violence

Address: P.O. Box 854 Fayetteville Ga 30214

Phone #: 770/461-3839 Fax #: 770/460-6591

Contact Person: Vanessa Wilkins

Title: Executive Director

**Financial Information**:

Total Annual Budget: $1,033,858.00

Total Clients Served Annually: 2,210

Peachtree City Residents Served Annually: 71

**Funding Request Information**:

Funding Amount Requested: $10,000.00

Funding Use(s): To provide domestic violence services to residents of Peachtree City

Additional Information on Organization/Services: Promise Place provides crisis services and emergency shelter for victims of domestic violence in Peachtree City. We also provide legal advocacy and a teen dating violence prevention program at J.C. Booth Middle and McIntosh High School.

**REQUIRED ATTACHMENTS**: 501c3 non-profit organizations must provide a copy of the previous calendar year form 990. Other non-profits must provide a current fiscal year budget.

*Date Submitted:* ____________ *Council Approval Date:* ______________ *Amount Approved:* ______________

Promise Place

P.O. Box 854 • Fayetteville, Ga 30214 • Telephone (770)461-3839 Fax (770) 460-6591

April 19, 2021

Peachtree City
151 Willowbend Rd
Peachtree City, Ga 30269

Dear Peachtree City Council:

The Fayette County Council on Domestic Violence, Inc. d/b/a Promise Place wishes to take this opportunity to thank Peachtree City for its continued support of our organization. In 2020, Promise Place provided intervention services to 2,210 victims of domestic violence. Of those clients, 299 were Fayette county residents with 71 clients residing in Peachtree City. In addition, Promise Place provided shelter to 8 women and 11 children from Peachtree City. 66 victims of domestic violence were provided legal advocacy in Fayette county with 31 of these residing in Peachtree City. Our Teen Dating Violence Prevention program reached only 145 students due to Covid-19 and our domestic violence awareness events were presented to 113 community members.

| Prevention/Awareness Services | Participants | No. of PTC |
|---|---|---|
| Teen Dating Violence Prevention Program | 3,482 | 145 |
| Community Awareness Presentations | 1,021 | 113 |

Promise Place collaborates with the Peachtree City Police Department as well as the other law enforcement agencies in Fayette County to ensure that domestic violence victims are given our information at the time of a violent incident and that police officers are able to contact us for assistance. We believe that this is an important service because when we are able to assist DV victims in escaping violent homes, we help reduce the number of 911 calls to officers, alleviating their volume of calls and reducing the danger to them in responding to DV calls. In 2020, Promise Place received a total of 1,592 calls to our emergency hotline. 68 of those calls were from victims of domestic violence in Peachtree City.

Our domestic violence shelter provides immediate safety for victims of domestic violence and their children. Promise Place provides services and resources for the families while in shelter to maintain their safety until it is safe for them to resume life on their own. Promise Place provides for all emergency needs while the women and children are in shelter. Promise Place pays for all utilities, security and maintenance costs and must keep the facility staffed 24 hours a day year-round. Additionally, Promise

Place provides counseling services and many other programs to both the victim and her children as they heal from the trauma that they have experienced.

Because of your continuing support, Promise Place is making a difference in the lives of abused women and their children in Peachtree City. To help continue this much needed service, we are requesting $10,000.00 from the FY2022 Annual Budget's designated funds for nonprofit organizations. We hope that the Peachtree City Council will continue to support us in our work and grant our request in the amount of $10,000.00.

Sincerely,

Vanessa Wilkins
Executive Director

4:14 PM
04/19/21
Accrual Basis

# Promise Place
## Balance Sheet
### As of April 19, 2021

| | Apr 19, 21 |
|---|---|
| ASSETS | |
| Current Assets | |
| Checking/Savings | |
| Need Account - Expense | 186.00 |
| 100.000 · Cash | 187,953.81 |
| Total Checking/Savings | 188,139.81 |
| Accounts Receivable | |
| 11400 · Grants Receivable | 62,724.03 |
| 130.000 · Accounts Receivable | -2,562.44 |
| Total Accounts Receivable | 60,161.59 |
| Other Current Assets | |
| 12000 · Undeposited Funds | 207.00 |
| 13000 · Prepaid Expenses | 1,432.80 |
| Total Other Current Assets | 1,639.80 |
| Total Current Assets | 249,941.20 |
| Fixed Assets | |
| 15000 · Furniture and Equipment | 44,353.21 |
| 15900 · Leasehold Improvements | 29,234.91 |
| 180.000 · Land | 102,143.07 |
| 182.000 · Buildings | 551,946.67 |
| 183.000 · Building Improvements | 24,015.47 |
| 186.000 · Equipment | 121,731.05 |
| 187.500 · Equipment Shelter | 4,371.49 |
| 190.000 · Accumulated Depreciation | -366,908.33 |
| Total Fixed Assets | 510,887.54 |
| Other Assets | |
| 18700 · Security Deposits Asset | 300.00 |
| 188.000 · Loan Closing Cost | 2,983.17 |
| 189.000 · Accumulated Amortization | -2,983.17 |
| Total Other Assets | 300.00 |
| **TOTAL ASSETS** | **761,128.74** |

# Promise Place
# Balance Sheet
## As of April 19, 2021

| | Apr 19, 21 |
|---|---|
| LIABILITIES & EQUITY | |
| Liabilities | |
| Current Liabilities | |
| Accounts Payable | |
| 200.000 · Accounts Payable | -4,192.83 |
| Total Accounts Payable | -4,192.83 |
| Other Current Liabilities | |
| 230.00 · Other Current Liabilities | -4,584.24 |
| 24200 · Accrued Expenses | 11,931.25 |
| Total Other Current Liabilities | 7,347.01 |
| Total Current Liabilities | 3,154.18 |
| Long Term Liabilities | |
| 290.00 · Debt | 212,305.50 |
| Total Long Term Liabilities | 212,305.50 |
| Total Liabilities | 215,459.68 |
| Equity | |
| 315.000 · Temp. Restricted Net Assets | 985.46 |
| 320.000 · Unrestricted Net Assets | 499,199.08 |
| Net Income | 45,484.52 |
| Total Equity | 545,669.06 |
| TOTAL LIABILITIES & EQUITY | **761,128.74** |

**Fayette County Council on Domestic Violence, Inc.**

**Independent Audit Report**

**For the Year Ending**

**June 30, 2020**

**Fayette County Council on Domestic Violence, Inc.**

**Independent Audit Report**

**Table of Contents**

P.O. Box 2929
Cleveland, GA 30528

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CPA

Mundy&CompanyLLC

# INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Fayette County Council on Domestic Violence, Inc.

**Report on the Financial Statements**

We have audited the accompanying financial statements of Fayette County Council on Domestic Violence, Inc. (a non-profit organization), which comprise the statement of financial position as of June 30, 2020, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements.

***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

***Auditor's Responsibility***

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

***Opinion***

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Fayette County Council on Domestic Violence, Inc. as of June 30, 2020, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

***Other Matters***

*Other Information*

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated October 30, 2020, on our consideration of Fayette County Council on Domestic Violence, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Fayette County Council on Domestic Violence, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Fayette County Council on Domestic Violence, Inc.'s internal control over financial reporting and compliance.

Alexander + Co., LLC

Cleveland, GA
October 30, 2020

**Fayette County Council on Domestic Violence, Inc.**
**Statement of Financial Position**
**June 30, 2020**

| | |
|---|---|
| **ASSETS** | |
| Current Assets | |
| Cash and cash equivalents | $138,827 |
| Grants receivable | 39,595 |
| Total Current Assets | 178,422 |
| Property & Equipment | |
| Furniture & fixtures | 53,642 |
| Equipment | 64,733 |
| Land | 102,143 |
| Building | 587,735 |
| Vehicles | 43,418 |
| Leasehold improvements | 38,755 |
| Less: Accumulated depreciation | (407,163) |
| Net Property & Equipment | 483,263 |
| Other Assets | |
| Deposits | 300 |
| Restricted cash | 22,281 |
| Loan fee | 2,983 |
| Less: Accumulated Amortization | (2,983) |
| Net Other Assets | 22,581 |
| TOTAL ASSETS | $684,266 |
| **LIABILITIES & NET ASSETS** | |
| Current Liabilities | |
| Accounts payable | $1,197 |
| Accrued expenses | 44,884 |
| Note payable - Heritage Bank | 6,288 |
| Note payable - Synovus | 6,135 |
| Total Current Liabilities | 58,504 |
| Long Term Liabilities | |
| Note payable - Heritage Bank | 136,042 |
| Note payable - Synovus | 81,649 |
| Total Long-Term Liabilities | 217,691 |
| Total Liabilities | 276,195 |
| Net Assets | |
| Net assets with donor restrictions | 22,281 |
| Net assets without donor restrictions | 385,790 |
| Total Net Assets | 408,071 |
| TOTAL LIABILITIES & NET ASSETS | $684,266 |

**Fayette County Council on Domestic Violence, Inc.**
**Statement of Activities**
**June 30, 2020**

| | Without Donor Restrictions | With Donor Restrictions | Total |
|---|---|---|---|
| SUPPORT & REVENUE: | | | |
| Contributed services | $43,820 | $0 | $43,820 |
| Contributions | 71,056 | - | 71,056 |
| Fayette thrift shop | 93,000 | - | 93,000 |
| Fundraising events | 43,777 | - | 43,777 |
| Government Grants | 40,000 | 628,260 | 668,260 |
| Non-cash contributions | 54,051 | - | 54,051 |
| Private grants/foundations | 147,886 | - | 147,886 |
| Total Support and Revenue | 493,590 | 628,260 | 1,121,850 |
| Net assets released from Donor Restrictions | 664,838 | (664,838) | - |
| Total Support & Net assets released from Donor Restrictions | $1,158,428 | -$36,578 | $1,121,850 |
| EXPENSES: | | | |
| Program Services | 982,378 | - | 982,378 |
| Support Services: | | | |
| Fundraising | 23,091 | - | 23,091 |
| General & Administrative | 84,864 | - | 84,864 |
| Total Expenses | 1,090,333 | - | 1,090,333 |
| Change in Net Assets | 68,095 | (36,578) | 31,517 |
| Net Assets, beginning of the year | 317,695 | 58,859 | 376,554 |
| Net Assets, end of the year | $385,790 | $22,281 | $408,071 |

**Fayette County Council on Domestic Violence, Inc.**
**Reporting of Expenses by Nature and Function**
**June 30, 2020**

| | Program Expenses | General & Administrative | Fundraising | Total |
|---|---|---|---|---|
| Salary | $475,798 | $52,866 | $0 | $528,664 |
| Payroll taxes | 35,982 | 3,997 | - | 39,979 |
| Accounting | 4,500 | - | - | 4,500 |
| Advertising | 14,171 | - | - | 14,171 |
| Client assistance | 72,208 | - | - | 72,208 |
| Depreciation | 38,242 | 2,013 | - | 40,255 |
| Dues & subscriptions | 1,639 | - | - | 1,639 |
| Food & house supplies | 58,397 | - | - | 58,397 |
| Fundraising | - | - | 23,091 | 23,091 |
| Health & personnel benefits | 44,996 | 14,999 | - | 59,995 |
| Insurance | 22,165 | 2,463 | - | 24,628 |
| Interest | 12,007 | 2,119 | - | 14,126 |
| Office expense | 13,988 | 3,497 | - | 17,485 |
| Professional fees | 83,400 | - | - | 83,400 |
| Rent | 8,310 | - | - | 8,310 |
| Repairs & maintenance | 32,348 | 1,703 | - | 34,051 |
| Retirement | - | 197 | - | 197 |
| Security | 978 | - | - | 978 |
| Telephone | 9,091 | 1,010 | - | 10,101 |
| Training & development | 793 | - | - | 793 |
| Travel | 18,435 | - | - | 18,435 |
| Utilities | 34,930 | - | - | 34,930 |
| Total expenses | $982,378 | $84,864 | $23,091 | $1,090,333 |

See accompanying notes and Independent Auditors' Report

**Fayette County Council on Domestic Violence, Inc.**
**Statement of Cash Flows**
**June 30, 2020**

| | |
|---|---|
| **Cash flows from operating activities:** | |
| Change in Net Assets | $31,517 |
| Adjustments to reconcile change in net assets to net cash provided (used) by operating activities: | |
| Depreciation | 40,255 |
| (Increase) Decrease in grants receivable | 36,075 |
| (Increase) Decrease in prepaid expenses | 1,431 |
| Increase (Decrease) in accounts payable | (19,764) |
| Increase (Decrease) in accrued expenses | 12,243 |
| Total adjustments | 70,240 |
| Net cash provided (used) by operating activities | 101,757 |
| **Cash flows from investing activities:** | |
| Fixed asset additions | (19,287) |
| Decrease in restricted cash | 36,578 |
| Net cash provided (used) by investing activities | 17,291 |
| **Cash flows from financing activities:** | |
| Decrease in Heritage bank loan principal | (3,149) |
| Decrease in Synovus loan principal | (6,563) |
| Net cash provided (used) by financing activities | (9,712) |
| Net increase (decrease) in unrestricted cash and cash equivalents | 109,336 |
| Unrestricted cash and cash equivalents at beginning of year | 29,491 |
| Unrestricted cash and cash equivalents at end of year | $138,827 |

Supplemental Information: Interest Expense $14,126

## Fayette County Council on Domestic Violence, Inc.

Notes to the Financial Statements
For the year ending June 30, 2020

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

The Fayette County Council on Domestic Violence, Inc. ("Promise Place") was organized in 1989 as a non-profit corporation for the purpose of providing emergency shelter and additional services for victims and children of family violence. Promise Place's major funding sources include grants funded by the State of Georgia and the U.S. Department of Health and Human Services as well as grants and contributions from other sources.

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with U.S. generally accepted accounting principles.

Financial Statement Presentation

The Fayette County Council on Domestic Violence, Inc. presents its financial statements in accordance with the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958, *Not-for Profit Entities* (ASC 958). Under ASC 958, the contributions received, including unconditional promises to give, must be recognized as revenues in the period received at their fair values. Under ASC 958, The Fayette County Council on Domestic Violence, Inc. is required to report information regarding its financial position and activities according to classes of net revenues and net assets with Donor Restrictions, and net revenues and net assets without donor restrictions. The organization reports donor-restricted support whose restrictions are met in the same reporting period as support within net assets without donor restrictions. The Fayette County Council on Domestic Violence, Inc. is also required to present a statement of cash flows and reporting of expenses by nature and function.

Fair Value of Financial Instruments

The Fayette County Council on Domestic Violence, Inc. presents certain fair value disclosures for all financial assets and liabilities and for non-financial assets and liabilities recognized or disclosed at fair value in the financial statements on a recurring basis in accordance with FASB ASC 820, *Fair Value Measurements and Disclosures (*ASC 820*).* ASC 820 defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. ASC 820 has no significant effect on The Fayette County Council on Domestic Violence, Inc.'s financial statements.

Property and Equipment

Equipment purchased is carried at cost. Equipment donated is carried at estimated fair value at time of donation. Depreciation expense is computed using the straight-line method over the estimated useful life of the asset. The principal life used for the depreciation of equipment and furniture is five or seven years and 39 years for the depreciation of buildings. Net property and equipment for the fiscal year ending June 30, 2020 equals $483,263.

Income Taxes

The organization is exempt from federal and state income taxes under section 501(c) 3 of the Internal Revenue Code.

Cash and Cash Equivalents

Cash and cash equivalents consist of checking accounts, savings accounts and cash on hand. The organization considers all highly liquid investments with initial maturity of 3 months or less to be available for current use.

NOTE 2: CONCENTRATION OF CREDIT RISK

The balance of cash and cash equivalents as of June 30, 2020 was $138,827. Of the total cash and cash equivalents in the bank, $250,000 is covered by Federal Depository Insurance at each bank. No credit risk exists as of June 30, 2020.

NOTE 3: ESTIMATES

The preparation of financial statements in conformity with generally accepted accounting principles require management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

NOTE 4: FUNCTIONAL ALLOCATION OF EXPENSES

The costs of providing the various programs and activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Such allocations are determined by management on an equitable basis.

The expenses that are allocated include the following:

| **Expense** | **Method of Allocation** |
|---|---|
| Depreciation | Square footage |
| Health & personnel benefits | Time and effort |
| Insurance | Time and effort |
| Interest | Square footage |
| Office expenses | Time and effort |
| Payroll taxes | Time and effort |
| Repairs & maintenance | Time and effort |
| Salary | Time and effort |
| Telephone | Time and effort |

NOTE 5: AVAILABILITY AND LIQUIDITY

The following represents Fayette County Council on Domestic Violence, Inc.'s financial assets at June 30, 2020.

| Financial assets at year-end: | 2020 |
|---|---|
| Cash and cash equivalents | $138,827 |
| Grants receivable | 39,595 |
| Total financial assets | 178,422 |
| Financial assets available to meet general Expenditures over the next twelve months | $178,422 |

Fayette County Council on Domestic Violence, Inc.'s goal is to maintain financial assets to meet operating expenses based on budgetary needs. Based on part of Fayette County Council on Domestic Violence, Inc.'s liquidity plan, excess cash is invested in short term investments including money market accounts. Decisions to invest are at the discretion of the board of directors.

NOTE 6: RESTRICTED CASH

The organization received a grant in 2019 from Ribbons of Hope to be disbursed for capital improvements. These funds are restricted from general operations until the purposes are fulfilled. Certain disbursements are made that reduce the amount of cash restricted even though such net assets remain restricted until charged to expense. For the year ending June 30, 2020, Fayette County Council on Domestic Violence, Inc. had restricted cash and cash equivalents of $22,281 for the types of purposes described above.

NOTE 7: ACCRUED EXPENSES

The organization has implemented a policy to accrue for an employee's paid days off (PDO). The organization accrues days based on the length of employment. If the employee resigns from the organization or is terminated, the days of PDO that have not been used will be paid to that employee at that employee's pay rate. The total amount of PDO as of June 30, 2020 totaled $21,491.

The first payroll in July 2020 contained days that were in June 2020. An accrual was made to reflect the amounts that were June payroll. The total accrued payroll for the period ending June 30, 2020 equaled $23,393.

| Total Accrued Expenses: | |
|---|---|
| Accrued Payroll | $23,393 |
| Paid days off (PDO) | 21,491 |
| Total | $44,884 |

NOTE 8: GRANTS

The organization receives the majority of its support by way of governmental grants. The primary source is from the Criminal Justice Coordinating Council. During the testing for the fiscal year ending, it was discovered that some reimbursement requests sent to government grantors were not received until after the fiscal year ended, therefore are recorded as grants receivable totaling $39,595.

NOTE 9: LEASE OBLIGATIONS

The organization leases office space in Spalding, Pike, and Upson Counties. The Pike County lease is month to month. The total rent/lease expense for 2020 totals $8,500. As of June 30, 2020, there were no leases that should be classified as capital leases. All leases are operating leases. Operating lease commitments for current contracts expiring in the next five years are as follows:

2020: $8,500
2021: $8,500
2022: $8,500
2023: $8,500
2024: $8,500

NOTE 10: NOTE PAYABLE

The organization has 2 loans financed with Synovus Bank and Heritage Bank respectively.

| Terms | Collateral | Principal Balance |
|---|---|---|
| Interest rate @ 5.5%, $907.67 per month For 120 months | Transition House | $87,784 |
| Interest rate @ 4.0%, $968.72 per month For 240 months | Emergency Shelter | $142,330 |

The total interest paid in the fiscal year ending 6/30/20 totaled $14,126.

5-Year Maturity:
2021: 12,423

2022: 12,680
2023: 12,946
2024: 13,224
2025: 13,513
After $165,328

NOTE 11: COMMITMENTS AND CONTINGENCIES

Fayette County Council on Domestic Violence, Inc. is dependent upon the grant revenue and contributions received in order to operate. The ability of organization's contributors to continue giving amounts consistent and comparable with prior years may be dependent upon current and future economic conditions and the continued deductibility for income tax purposes of contributions to Fayette County Council on Domestic Violence, Inc. Though the Board of Directors believes the organization has the resources to continue its programs, its ability to do so, and the extent to which it continues, may be dependent on the above factors.

The grant revenue the organization receives requires Fayette County Council on Domestic Violence, Inc. to adhere to conditions set forth in the grant agreements. Failure to follow the grant guidelines could result in the return of funds to the grantors. Although the return of funds is a possibility, management and the board of directors deems the contingency unlikely. Fayette County Council on Domestic Violence, Inc. has a history of accepting and complying with all grant requirements.

NOTE 12: IN-KIND DONATIONS

The organization receives a substantial amount of goods donated by volunteers and the community in carrying out the entity's mission. For the year ended June 30, 2020, $54,051 have been recognized as donated materials and supplies since they do meet the criteria for recognition under Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958, *Not-for Profit Entities* (ASC 958). During the fiscal year it also was noted that the entity receives other in-kind donations in the form of contributed services. The organization receives mental health services at a discounted rate. The fair market value of the mental health counseling is $10,220. Computer system maintenance is a donated service from a local contractor. The contractor donated services in the amount of $33,600. Based on the fair market value of these contributed services and non-cash contributions, these contributed services of $43,820 and non-cash contributions of $54,051 are material and therefore recorded in the financial statements as revenue.

NOTE 13: NET ASSETS WITH DONOR RESTRICTIONS

Net assets that have been restricted due to donor restrictions are available for the following purposes:

Funds from Ribbons of Hope grant: $22,281

| | |
|---|---|
| Total | $22,281 |

NOTE 14: SUBSEQUENT EVENTS

During testing for subsequent events, procedures were implemented that provide evidence about conditions that *did not exist* at the date of the statement of financial position, but arose after that date. As of October 30, 2020, no subsequent events were discovered that would be misleading in regard to the financial statements for the year ending June 30, 2020.

**Fayette County Council on Domestic Violence, Inc.**
**Contractual Assistance Schedule**
**June 30, 2020**

| State Grantor/ Program Title | Grant/ Contract Number | Program or Award Amount | State Expenditures | Federal Expenditures | Amount of Funding Due from State |
|---|---|---|---|---|---|
| **Georgia Dept. of Community Affairs** | | | | | |
| Emergency Services Grant | ESG | $14,000 | $0 | $11,926 | $0 |
| **Office of Governor Criminal Justice Coordinating Council** | | | | | |
| Domestic Violence | V19-8-013 | 36,983 | - | 36,983 | 3,909 |
| Victims of Crime Act Grant Program | C16-8-242 | 330,679 | - | 108,243 | - |
| | C18-8-161 | 287,848 | - | 192,364 | 27,191 |
| | C17-8-215 | 15,200 | - | 13,492 | - |
| State Mini Grant | V18-8-056 | 62,279 | - | 22,646 | - |
| | V19-8-067 | 62,279 | - | 34,675 | 8,495 |
| State Funds | X20-8-035 | 207,931 | 207,931 | - | - |
| TOTAL | | $1,017,199 | $207,931 | $420,329 | $39,595 |

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors of
Fayette County Council on Domestic Violence, Inc.

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Fayette County Council on Domestic Violence, Inc. (a non-profit organization), which comprise the statement of financial position as of June 30, 2020, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated October 30, 2020.

**Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered Fayette County Council on Domestic Violence, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Fayette County Council on Domestic Violence, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Fayette County Council on Domestic Violence, Inc.'s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified. We did identify certain deficiencies in internal control, described in the accompanying *schedule of findings and responses* (Ref.#2020-01) that we consider to be material weaknesses.

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Fayette County Council on Domestic Violence, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

[illegible] & Co., LLC

Cleveland, GA
October 30, 2020

**Fayette County Council on Domestic Violence, Inc.**
**Schedule of Findings and Responses**
**For the Year Ended June 30, 2020**

## Section 1 – Summary of Auditor's Results

### Financial Statements

Type of Auditor's report issued on whether the financial statements audited were prepared in accordance with GAAP: Unqualified

Internal control over financial reporting:

- Material weakness(es) identified? __X__ yes ____ no
- Significant deficiency(ies) identified? ____ yes __X__ none reported

Noncompliance material to financial statements noted? ____ yes __X__ no

## Section 2 – Financial Statement Findings

Ref.#2020-01

Condition: Lack of segregation of accounting duties among personnel.

Cause: Limited staff size

Effect: Certain functions are not segregated including recording of receipts/disbursements in the general ledger, preparation of bank reconciliations, recording of accounts payable to the general ledger, and payroll processing to the general ledger.

Recommendation: We recommend that increased management oversight or the accounting function be utilized to mitigate risk.

Management Response: Management concurs with this finding. However, no practical solution currently exists. The hiring of additional staff to accomplish the segregation of accounting duties is not an option due to our limited funds and size of the organization. Oversight by the Executive Director and the Board of Directors will continue in helping to mitigate this risk.

IRS Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248358237
June 23, 2010 LTR 4168C E0
58-1826445 000000 00
00017862
BODC: TE

FAYETTE COUNTY COUNCIL ON DOMESTIC
VIOLENCE INC
350 N JEFF DAVIS DRIVE
FAYETTEVILLE GA 30214-1876

013911

Employer Identification Number: 58-1826445
Person to Contact: Mr. Kammerer
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your June 14, 2010, request for information regarding your tax-exempt status.

Our records indicate that your organization was recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in April 1991.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Beginning with the organization's sixth taxable year and all succeeding years, it must meet one of the public support tests under section 170(b)(1)(A)(vi) or section 509(a)(2) as reported on Schedule A of the Form 990. If your organization does not meet the public support test for two consecutive years, it is required to file Form 990-PF, Return of Private Foundation, for the second tax year that the organization failed to meet the support test and will be reclassified as a private foundation.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

---

**TO:** Mayor and Council

**FROM:** Jonathan N. Rorie, City Manager

**DATE:** May 11, 2021

**SUBJECT:** Lease Agreement- Senior Transport
May 20, 2021, City Council Meeting

---

**Recommendation:**

Execute the lease agreement with Fayette Senior Services for a 2012 Ford Econoline Van.

**Discussion:**

Fayette Senior Services provides a proportional number of Peachtree City Seniors transportation services. This lease will help to aid the current transportation services provided.

**Discussion:**

There will be no budgetary impact.

Attachment

**VEHICLE LEASE #1 2021**

This vehicle lease ("Lease") is made this the __3rd_ day of __May____ 2021 between the City of Peachtree City, Georgia (hereafter referred to as Lessor) and Fayette Senior Services, Inc.. ("Lessee"). Lessor and Lessee hereby agree as follows:

I. Lessor hereby leases to the Lessee, for an initial term of five months the following described vehicle: 2012 Ford Econoline Van VN VIN 1FTNS2EL7CDA62295. The term and rent shall commence on or about the 3rd day of May 2021 and end on the 30th day of September 2021. The term of this Lease shall be extended for an additional term of 12 months pursuant to the terms of this Lease including this paragraph for renewal unless either Lessor or Lessee, at least 60 days before the end of the term of this Lease, gives written notice to the other of intention to terminate this Lease on expiration of the term provided for in this agreement.

2. Lessee will acquire license plates registered in its name under the laws of the State of Georgia.

3. Lessee will maintain or cause to be maintained the vehicle in good working condition. Nothing in this agreement shall require Lessor to provide or pay for or cause to be provided or paid for any gasoline, oil, antifreeze, washing or storage for the vehicle.

4. Lessee shall be responsible for the cost of any inspections of the vehicle as required by laws of the State of Georgia.

5. Lessee agrees to pay to Lessor at the sum of Twenty dollars ($20 00), as rent, on the first day of each and every fiscal year or at the beginning of the lease if a partial fiscal year per vehicle. The rent for the first and last month of the term, unless the term starts on the first day of the month and ends on the first day of the month, shall be apportioned on the basis which the number of days of the term in the month bears to the whole number of days in such month.

6. The vehicle leased under this agreement will be used solely in connection with the operations of Lessee and shall be operated in a careful manner and Lessee will pay or cause to be paid any fines imposed by any governmental authority levied upon the vehicle and or its driver as the result of any act or omission during the term the vehicle is leased under this agreement.

7. Lessee will not use or allow the vehicle to be used for any personal use or illegal purpose and will reimburse Lessor if the vehicle is confiscated and for expenses incurred as a result of any confiscation or attempted confiscation by any governmental authority whatsoever, whenever such confiscation and expenses, or either, is caused by the illegal use of such vehicle while the vehicle is leased under this agreement.

8. Lessee will keep and maintain the vehicle in good running order and will see that it stays in good repair and is properly serviced at the expense of Lessee.

9. Immediately on the discovery of the need of any repair or servicing of the vehicle, Lessee shall cause such vehicle to be taken to an authorized service station of the manufacturer of such vehicle. Lessee is responsible for payment for repairs resulting from the negligence of Lessee or anyone driving the car with or without the consent of Lessee or the violation by Lessee of the terms of this agreement.

10. Does not apply.

11. Lessee at his/her expense will pay for at his sole expense all gasoline, oil, antifreeze, repairs, washing and storage fees for the vehicle leased under this agreement.

12. Lessee will acquire, pay for, and maintain vehicle indemnity insurance, including public liability and property damage insurance, issued by a responsible company or companies, protecting the interests of both Lessee and Lessor against liability for damage, personal injury, or death caused by the vehicle or the operation of the vehicle to the extent of not less than $1,000,000 per accident and not less than $1,000,000 per person; and the sum of $500,000 per accident against liability for damage to property caused by the operation of any vehicle leased under this agreement, and Lessee agrees that the policy will include Lessor as a "named insured" and shall not be cancelled until after sixty (60) days written notice to Lessor of intention to cancel, and the Lessee further agrees to furnish to Lessor prior, to the use or operation of any such vehicle, a certificate of such insurance.

13. Should any claim be made or any action be commenced against Lessor arising from any of the causes covered by the insurance referred to in Paragraph 11, Lessor will promptly notify Lessee and Lessee will conduct the defense of any such claim or action at Lessee's expense, including all costs and attorneys' fees.

14. In the event of the cancellation of any public liability and property damage insurance required under the terms of this Lease, the use by Lessee of the vehicle shall cease until all such insurance so cancelled has been renewed or replaced.

15. Except as otherwise subsequently provided, upon the expiration of the term of this Lease or its earlier termination for any reason, the vehicle shall be returned by Lessee to Lessor at 209 McIntosh Trail, Peachtree City, GA 30269.

16. If any default shall be made by Lessee in the payment when due, of any rent or other sum due under this agreement, or in the performance of any other provision, or if

Lessee is or becomes unable to pay his/her debts from his/her own means as they become due, or if any receiver or trustee of the business or of the property or assets of the Lessee shall be appointed by any court, or if the Lessee shall abandon the vehicles, or if the Lessee shall otherwise, in any manner whatever, become unable to pay the rent specified here or to perform any of the provisions to be kept or performed by Lessee, then Lessor shall have the option, without notice to Lessee or demand for performance, to require Lessee to redeliver the vehicle to Lessor at a location designated by Lessor at Lessee's expense.

17. Upon any such default, and with or without terminating or forfeiting this Lease and without in any way affecting any other right or remedy of Lessor or any duties or obligations of Lessee under this agreement, Lessor may lease the vehicle as the agent and for the account of Lessee upon such terms and conditions as Lessor may deem advisable, in which event the rents received on any such lease shall be applied first to the expenses of leasing and collecting, including any necessary renovation or repairs, toward payment of all sums due or to become due to Lessor under this agreement, and if a sufficient sum shall not thus be realized to pay such rent and other charges, Lessee shall pay to Lessor monthly any deficiency.

18. Upon any such default, Lessor may terminate this Lease in which event Lessee shall pay to Lessor the amount of rent that would have been paid to Lessor had there been no such default.

19. The foregoing remedies for default shall not be exclusive but shall be cumulative and in addition to all other remedies.

20. In case any litigation of any kind between Lessee and Lessor shall arise out of this Lease, and Lessor shall prevail in such litigation, Lessee agrees to pay Lessor a reasonable attorney's fee which shall be taxed by the court as part of the costs of such litigation.

21. Lessor will not be liable to Lessee for any loss of business or any other damage caused by any interruption of the service provided for here or otherwise.

22. Lessor does not assume any liability for any acts or omissions of Lessee or of any of Lessee's agents, employees or drivers and Lessee specifically releases Lessor from all such liability and agrees to indemnify, enter and defend, and hold Lessor harmless of and from any and all such liability.

23. This is a vehicle lease only, and the Lessee has acquired no right, title or interest in the vehicle, except the right to use the same pursuant to the provisions of this Lease.

24. So long as the Lessee performs all of the terms and conditions of this Lease including payment of the rental, Lessee shall have the unrestricted lawful use of such vehicle for any lawful purpose except the transportation of persons or property for hire.

25. Lessee will not assign or mortgage this Lease, or any interest in it, or permit the use of the vehicle by any person other than Lessee or an adult member of his or her family or his or her agents or employees, nor sublet any vehicle without the written consent of Lessor.

26. Lessor reserves the right to terminate this Agreement at any time provided that Lessor shall give to Lessee at least thirty 30 days written notice of the effective date of such termination.

27. This lease agreement represents the entire agreement between the parties and no provision may be waived or modified, except by an instrument in writing signed by both of the parties.

IN WITNESS WHEREOF, the parties herein hereunto set their hands and seals the day and year written below.

THIS AGREEMENT EXECUTED IN COUNTERPARTS ON THE DATE BELOW EACH PARTY'S NAME BELOW, AND THE PARTIES HEREBY AFFIX THEIR NAMES, SIGNATURES AND SEALS, WITH THE FULL INTENT TO BE BOUND HEREBY.

| | |
|---|---|
| CITY:<br>City of Peachtree City | FSS:<br>Fayette Senior Services, Inc. |
| ______________________ | ______________________ |
| By: ______________________ | By: Daniel L. Gibbs |
| Title: ______________________ | Title: Director of Operations |
| Date: ______________________ | Date: May 10, 2021 |

MV-1 (Revised 10-2018)

# Georgia Department of Revenue - Motor Vehicle Division
# Form MV-1 Motor Vehicle Title Application

**For instructions on how to complete this form, please see Instructions on page 2.**

## A VEHICLE INFORMATON

Vehicle ID (VIN): 1FTNS2EL7CDA62295 Current Title # 777619182996112 Year: 2012
Make: FORD Current Title's State of Issue: GA Color: WHITE
Model: ECONOLINE GA County of Residence: Fayette Cylinders: ______
Body Style: VAN District # ______ Fuel Type: GAS
Odometer exceptions: ☐ EXEMPT ☐ Exceeds Mechanical Limits of Odometer ☐ Not the Actual Mileage, Warning Odometer discrepancy
Odometer Reading: 15,832 Date Purchased: ______

### COMPLETE FOR ALL COMMERICAL VEHICLES

Gross Vehicle Weight & Load: ______ Straight Truck? ☐ Yes ☐ No Used for Hire? ☐ Yes ☐ No
Type of Trailer Pulled? ______ Product Hauled? ______ Is this a Farm Vehicle? ☐ Yes ☐ No

## B OWNER INFORMATION

Number of Owners: ______ Leased Vehicle: ☐ No ☐ Yes *(If yes, complete Section D)*
If purchased from an out-of-state business, did you pick up the vehicle out-of-state? ☐ Yes ☐ No

**Owner's signature below warrants: I do solemnly swear or affirm under criminal penalty of a felony for fraudulent use of a false or fictitious name or address or for making a material false statement punishable by fine up to $5,000 or by imprisonment of up to five years, or both that the statements contained herein are true and accurate.*

**OWNER # 1**
Full Legal Name: CITY OF PEACHTREE CITY Driver's License # ______ State: ______
Date of Birth: ______ Email Address: ______ Phone # ______
Business Name: ______ Name of Agent: ______
Address: 151 WILLOWBEND ROAD PEACHTREE CITY, GA 30269
Mailing Address: ______
**Signature of Owner 1 or Business Agent:* City of Peachtree City, Angela Egan Purchasing Agent Date: 21 May 2021

**OWNER # 2**
Full Legal Name: ______ Driver's License # ______ State: ______
Date of Birth: ______ Email Address: ______ Phone # ______
Business Name: ______ Name of Agent: ______
Address: ______
Mailing Address: ______
**Signature of Owner 2 or Business Agent:* ______ Date: ______

## C SELLER INFORMATION

GA Dealer's/Bank's 12 Digit Customer ID # (If Applicable)
☐☐☐☐☐☐☐☐☐☐☐☐
Full Legal Name or Business Name and Address:
______
______
______
If Georgia Seller, County Name: ______
Directly Financed Dealer Sale: ☐ Yes ☐ No

## D LESSEE INFORMATION

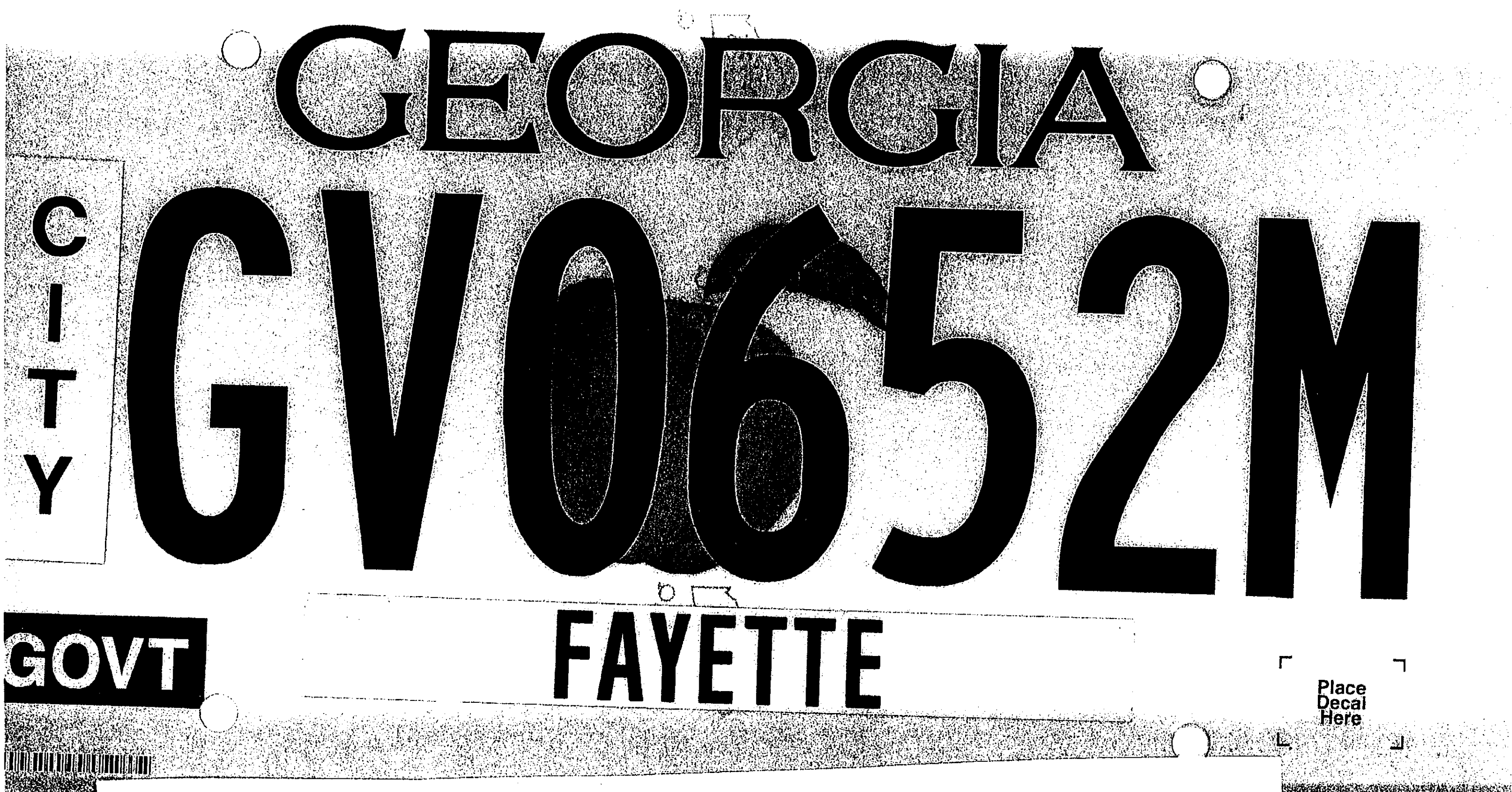
Driver's License Number, if individual:
______
Lessee's Full Legal Name & Address or Business Lessee's Full Name & Address:
______
______
______
Lessee's GA County Name: ______
Lessee's Phone Number: ______

## D SECURITY INTEREST OR LIENHOLDER INFORMATION (Attach any information on additional lienholders)

12 Digit ELT ID # ☐☐☐☐☐☐☐☐☐☐☐☐ Name: ______
Address: ______
12 Digit ELT ID # ☐☐☐☐☐☐☐☐☐☐☐☐ Name: ______
Address: ______

## F ATTORNEY IN FACT INFORMATION Attach original power of attorney if title is to be mailed to attorney in fact.

Name: ______
Mailing Address: ______
Phone Number: ______ Email Address: ______




KRISTIE KING
FAYETTE COUNTY TAX COMMISSIONER
PO BOX 70
FAYETTEVILLE GA 30214-0070
(770) 461-3611

CITY OF PEACHTREE CITY
2012 FORD VN
1FTNS2EL7CDA62295
777619182996112
1120 10/26/2018 NJS

| | |
|---|---|
| GA TITLE TRANSFER | 18.00 |
| STANDARD TAG FEE | 3.00 |
| TOTAL FEES PAID | 21.00 |

PURCH DT: 10/26/2018

**STATE OF GEORGIA**
**MOTOR VEHICLE REGISTRATION**

1FTNS2EL7CDA62295 - 2012 FORD ECONOLINE VAN VN

| | | | | | |
|---|---|---|---|---|---|
| Tag Number: | GV0652M | | | Expires: | 12/31/2999 |
| Valuation | 33493C | $5570 | | Tag Fee: | 3.00 |
| Title Number: | 777619182996112 | | | Equip. No: | |
| County: 112 | District: 05 | Mill Rate: | | Fuel: | G |
| Farm Vehicle? | N | GVW: | 5400 | Color: | WHI/WHI |

Classification: GOVERNMENT
Insurance Status: EXEMPT FROM INSURANCE
Customer 1 No: 001010317164 Customer 2 No:

CITY OF PEACHTREE CITY
151 WILLOW BEND RD
PEACHTREE CTY GA 30269-3104

# Georgia Certificate of Title

**DISCLAIMER: DO NOT ACCEPT THIS TITLE WITHOUT THE SECURITY THREAD LOCATED APPROXIMATELY TWO INCHES FROM LEFT EDGE.**

| VEHICLE IDENTIFICATION NUMBER | MAKE | YEAR | TYPE OF BODY | MODEL | CYL | DATE ISSUED |
|---|---|---|---|---|---|---|
| 1FTNS2EL7CDA62295 | FORD | 2012 | VAN | ECONOLINE VAN | 8 | 10/31/2018 |

| DATE VEHICLE PUR | FUEL | NEW OR USED | ODOMETER* | PREVIOUS TITLE NBR / STATE OF ISSUE | NBR OF LIENS | COLOR | CURRENT TITLE NUMBER |
|---|---|---|---|---|---|---|---|
| 10/26/2018 | GASOLINE | USED | 015291 | 774365121229112 /GA | 0 | WHI / WHI | 777619182996112 |

**OWNER**

CITY OF PEACHTREE CITY
151 WILLOW BEND RD
PEACHTREE CTY GA 30269-3104

* ODOMETER READING IS ACTUAL MILEAGE OF THE VEHICLE UNLESS OTHERWISE INDICATED BELOW.

MAIL TO:

TO

CITY OF PEACHTREE CITY
151 WILLOW BEND RD
PEACHTREE CTY GA 30269-3104

**1ST LIEN OR SECURITY INTEREST**

**2ND LIEN OR SECURITY INTEREST**

**3RD LIEN OR SECURITY INTEREST**

**RELEASE OF LIEN OR SECURITY INTEREST**

| | DATE OF RELEASE | SECURITY INTEREST HOLDER | | AUTHORIZED AGENT |
|---|---|---|---|---|
| 1ST LIEN | | | BY | |
| 2ND LIEN | | | BY | |
| 3RD LIEN | | | BY | |

The Georgia Department of Revenue issued this title pursuant to the Motor Vehicle Certificate of Title Act and this title is subject to its provisions. The Department certifies that on application duly made, the person named herein is registered as the lawful owner of the vehicle described subject to any liens or security interests set forth and such liens or security interests as may subsequently be filed with the Commissioner.

046115941

Lynnette T. Riley

STATE REVENUE COMMISSIONER

50550740

T/O REV. 1/08

THIS TITLE MUST BE TRANSFERRED IMMEDIATELY INTO THE NEW OWNER'S NAME. CAUTION: $100 FINE OR 30 DAYS IMPRISONMENT FOR ACCEPTANCE OR DELIVERY OF EACH CERTIFICATE OF TITLE ASSIGNED IN BLANK. TAG REGISTRATION MUST BE TRANSFERRED WITHIN 30 DAYS OR OWNER WILL BE SUBJECT TO FINE OF UP TO $100. NEW VEHICLES MUST BE REGISTERED WITHIN 30 DAYS OF THE DATE OF PURCHASE. OWNER MUST COMPLETE ALL SPACES IN FULL. DO NOT USE RED INK. NOTICE: ANY ALTERATION VOIDS THIS TITLE.

DO NOT ACCEPT TITLE SHOWING ANY ALTERATIONS, ERASURES OR MUTILATIONS

## NOTICE TO BUYER

### ASSIGNMENT AND WARRANTY OF TITLE BY OWNER

TO BE COMPLETED BY SELLER and delivered with the vehicle to the purchaser. Effective July 1, 2008, an application for new Certificate of Title must be made by purchaser on title application form and filed within 30 days of date of purchase in order to avoid $10.00 penalty. If the vehicle described hereon is junked or dismantled, this Certificate of Title must be returned to the Motor Vehicle Division within 72 hours. FEDERAL and State Law requires that you state the odometer reading in connection with transfer of ownership. Failure to complete ODOMETER STATEMENT OR providing a FALSE STATEMENT may result in fines and/or imprisonment. The undersigned hereby sells, assigns or transfers the vehicle described on the face of this certificate to:

**ALL BLOCKS MUST BE COMPLETED ACCURATELY, SUBMIT SIGNED & NOTARIZED AFFIDAVITS EXPLAINING ANY ERRORS.**

PURCHASER'S LEGAL NAME

DATE OF SALE/TRANSFER

STREET OR R.F.D. NO.

CITY, STATE & ZIP CODE

COUNTY OF RESIDENCE

Any alteration or erasure of date of sale will result in a $10.00 Penalty Fee.

"I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked."

ODOMETER READING NO TENTHS

*CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK

☐ 1. The odometer reading stated is in excess of its mechanical limits
☐ 2. The odometer reading is NOT the actual mileage. **WARNING: ODOMETER DISCREPANCY**

I/WE WARRANT THAT SAID VEHICLE IS FREE OF ALL SECURITY INTERESTS, LIENS OR ENCUMBRANCES EXCEPT AS NOTED BELOW:

Transferor's (SELLER'S) Printed Name Peachtree City Convention & Visitors Bureau

Transferee's (BUYER'S) Printed Name

Transferor's (SELLER'S) Signature X Paul J. Salvatore

Transferee's (BUYER'S) Signature X

## 1st DEALER'S ASSIGNMENT

**DEALER (COMPLETE ALL SPACES IN FULL) DO NOT USE RED INK**

I/WE WARRANT THAT SAID VEHICLE IS FREE OF ALL SECURITY INTERESTS, LIENS OR ENCUMBRANCES EXCEPT AS NOTED BELOW. We also warrant this Title and certify that the vehicle described herein has been transferred to the following:

Purchaser's Legal Name | Purchaser's Address | County of Residence

Dealer's Permanent ID Number or Dealer's Master Tag Number | Unauthorized use may lead to prosecution | Registered Dealer's Name

"I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked."

ODOMETER READING NO TENTHS

☐ 1. The odometer reading stated is in excess of its mechanical limits
☐ 2. The odometer reading is NOT the actual mileage. **WARNING: ODOMETER DISCREPANCY**

Date of Sale/Transfer

Transferor's (SELLER'S) Printed Name

Transferee's (BUYER'S) Printed Name

Transferor's (SELLER'S) Signature X

Transferee's (BUYER'S) Signature X

## 2nd DLR. ASSIGNMENT

Purchaser's Legal Name | Purchaser's Address | County of Residence

Dealer's Permanent ID Number or Dealer's Master Tag Number | Unauthorized use may lead to prosecution | Registered Dealer's Name

"I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked."

ODOMETER READING NO TENTHS

☐ 1. The odometer reading stated is in excess of its mechanical limits
☐ 2. The odometer reading is NOT the actual mileage. **WARNING: ODOMETER DISCREPANCY**

Date of Sale/Transfer

Transferor's (SELLER'S) Printed Name

Transferee's (BUYER'S) Printed Name

Transferor's (SELLER'S) Signature X

Transferee's (BUYER'S) Signature X

## 3rd DLR. ASSIGNMENT

Purchaser's Legal Name | Purchaser's Address | County of Residence

Dealer's Permanent ID Number or Dealer's Master Tag Number | Unauthorized use may lead to prosecution | Registered Dealer's Name

"I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked."

ODOMETER READING NO TENTHS

☐ 1. The odometer reading stated is in excess of its mechanical limits
☐ 2. The odometer reading is NOT the actual mileage. **WARNING: ODOMETER DISCREPANCY**

Date of Sale/Transfer

Transferor's (SELLER'S) Printed Name

Transferee's (BUYER'S) Printed Name

Transferor's (SELLER'S) Signature X

Transferee's (BUYER'S) Signature X

## LIEN

**LIEN OR SECURITY INTEREST HOLDER TO BE RECORDED ON NEW TITLE**

The lien/security interest holder must be shown on the title application

LIEN/SECURITY INTEREST HOLDER'S Name

LIEN/SECURITY INTEREST HOLDER'S Address

ATTN: DEALERS AND DISTRIBUTORS. Retain a copy of front and back of this document. Retention period: 3 Years.

**NOTICE: ANY ALTERATION OR ERASURE VOIDS THIS TITLE**

REMOVE YOUR TAG FROM THIS VEHICLE TO THIS VEHICLE WHEN YOU ASSIGN TITLE TO A NEW OWNER

TAGS MUST BE TRANSFERRED OR PURCHASED WITHIN 30 DAYS OF THE PURCHASE DATE OR THE OWNER

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

---

**MEMO TO:** Mayor and City Council

**VIA:** Jonathan N. Rorie, City Manager

**FROM:** Paul J. Salvatore, Financial Services Director P.S.
Angela Egan, Purchasing Agent
Quinn Bledsoe, Recreation and Special Event Director QB

**DATE:** May 12, 2021

**SUBJECT:** Braelinn tennis court conversion to pickleball courts

*May 20, 2021 City Council Consent Agenda*

---

**Recommendation:**

That City Council award the pickleball court conversion project to Court Makers Inc.

**Discussion:**

This approved Recreational Enhancement project was presented to Council at the April 22, 2021 Council meeting. Staff received two (2) quotes from qualified contractors. The quotes are as follows:

| | | |
|---|---|---|
| Southeastern Tennis Courts | $ 74,700.00 + $7500 rock estimate | $82,200.00 |
| Court Makers Inc. | (rock included) | $80,360.40 |

**Budget Impact:**

Funds are available in the Parks Enhancement fund.

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

---

**TO:** Mayor and Council

**FROM:** Jonathan N. Rorie, City Manager

**VIA:** Yasmin Julio- City Clerk/Administrative Coordinator

**DATE:** May 14, 2021

**SUBJECT:** Land Acquisition from Peachtree City W.A.S.A.
May 20, 2021, City Council Meeting

---

**Recommendation:**

Authorize the City Manager to execute the memorandum and purchase/sale agreements with Peachtree City W.A.S.A.

**Discussion:**

The Peachtree City Water and Sewer Authority accepted an offer from the City of Peachtree City to purchase a ~4,200 sf (0.10 +/-acres) parcel of land to expand the footprint of the Recreation/Grounds Facility located on Hwy 74S.

**Budget Impact:**

The purchase price of $8,000.00 will be drawn from 335-6110-541200: Park Enhancement Fund

**STATE OF GEORGIA )**
**)**
**CITY OF FAYETTE )**

**<u>MEMORANDUM OF AGREEMENT BETWEEN PEACHTREE CITY, GEORIGA AND PEACHTREE CITY WATER AND SEWERAGE AUTHORITY</u>**

THIS AGREEMENT, is made and entered into as of the ____ day of _________, 2021 (this “Contract”), by and between the PEACHTREE CITY, GEORGIA, a Georgia municipal corporation (“City”), and PEACHTREE CITY WATER AND SEWERAGE AUTHORITY, a public body corporate and politic (the “Authority”).

W I T N E S S E T H

WHEREAS, the Parties have the ability to contract with each other; and

WHEREAS, the Parties desire to enter into an agreement for the purpose of the City to purchase real property described as approximately 4,200 sf (0.10 +/- acres located on State Highway 74 in Peachtree City, Fayette County, Georgia, and more generally described on the attached Exhibit B to Agreement; and

WHEREAS, the Parties hereby agree that the terms within do not in any way alter or amend any other contract or agreement, but are a separate agreement of the Parties; and

NOW, THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Authority DO HEREBY AGREE, as follows:

1.

This Contract shall become effective upon the date as written above. The provisions of this Contract shall continue in effect unless either party chooses to terminate said agreement, but in no event shall the term of this Contract extend for more than fifty (50) years.

2.

The City agrees as follows:

(a) To provide for their own domestic supply water service and fire protection from the water main on State Highway 74.

(b) To provide for their own power from the power company lines on State Highway 74.

(c) To pay for and provide fencing for the section

(d) To pay for fifty (50%) percent of the cost to move the front gate.

3.

The Authority agrees as follows:

(a) Easement area “Exhibit B” will be used for ingress and egress by the City and the public, for access to the city’s storage and maintenance facility.

(b) To operate, upgrade at its discretion and maintain the roadway that leads into the Authority complex, within the area labeled as Easement area “Exhibit B”.

4.

The Authority and the City agree as follows:

(a) Should any phrase, clause, sentence or paragraph herein contained be held invalid or unconstitutional, it shall in no way affect the remaining provisions of this Contract, which said provisions shall remain in full force and effect.

(b) This Contract may be executed in several counterparts, each of which shall be an original, but all of which shall constitute but one and the same instrument.

(c) This Contract shall be construed and enforced in accordance with the laws of the State of Georgia.

(d) This Contract may not be effectively amended, changed, modified, altered or terminated except with the written consent of the Authority and the Commission.

5.

The sales price shall be Eight Thousand and 00/100 ($8,000.00) Dollars.

6.

The closing shall occur on or before ____ day of ______________, 2021.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have caused this Contract to be executed in multiple counterparts under seals as of the day and year first above written.

PEACHTREE CITY, GEORGIA a Georgia municipal corporation

[SEAL]

By: ________________________________
Jonathan N. Rorie, City Manager

Attest:

________________________
Yasmin Julio, City Clerk

PEACHTREE CITY WATER AND SEWERAGE AUTHORITY

[SEAL]

By: ___________________________________
Chairman

Attest:

_______________________
Secretary

Exhibit A

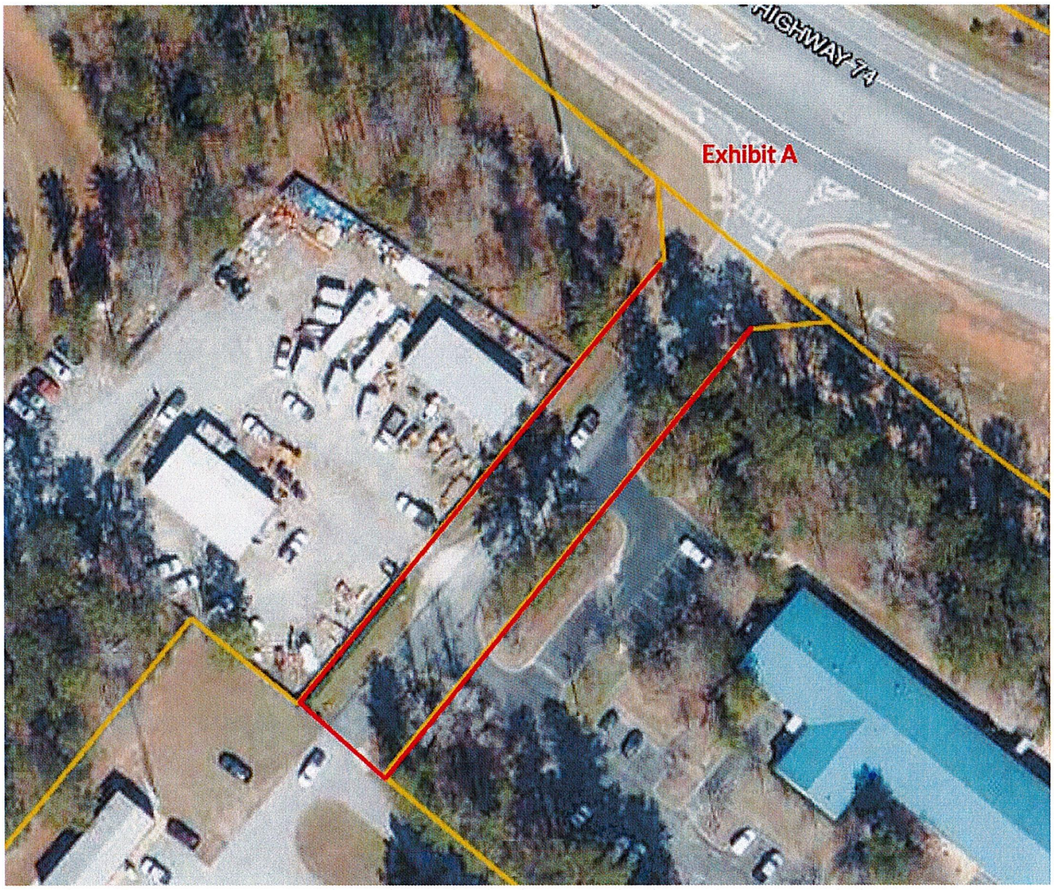


Exhibit B

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

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**TO:** **Mayor and City Council**

**VIA:** **Jonathan N. Rorie, City Manager**

**FROM:** **Jill Prouty**
**Library Administrator**

**DATE:** **May 19, 2021**

**SUBJECT:** **Library Carpet Replacement (Upstairs) and MRR Grant for 50% Match**
*May 20, 2021 City Council Consent Agenda*

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**Recommendations:**

1. Staff recommends that Council award the project to replace the upstairs carpet at the library to Expressive Flooring for $83,400.

2. Staff recommends that Council approve the application for the Georgia Public Library Service Major Repair and Renovation (MRR) Grant Program.

**Discussion:**

The upstairs carpet at the library is sixteen (16) years old. With library visits averaging over 190,000 people per year, the carpet is showing wear and tear and is due to be replaced. Staff received quotes from two (2) contractors: Expressive Flooring provided a quote at $83,400; Fayette Flooring provided a quote at $106,876.00.

MRR funds from Georgia Public Library Service are available.

**Budget Impact:**

Funds are available in the CIP Fund-Building Maintenance. Staff anticipates revenue from the MRR Grant through Georgia Public Library Service at a 50% match.

*5.12.21*

# Estimate

To: John Rorie
Peachtree City Library
910.619.0587

**Address:**
**151 Willowbend Rd.**
**Peachtree City, GA**

- Install Carpet Tile in the Library, Library Offices & Writers Studio
  - Mohawk Mass Media: Carpet Tile (Polyester): Color 559 Online News $58,975
- Take Up Existing Carpet Tile & VCT $16,795
- Move Furniture $4,745
- Install Cove Base 4" Vinyl $2,885

Note: Prices include material, labor and sales tax.
If you have any questions please feel free to call us at (770)719 3445
**Our Estimates are guaranteed for 30 days (unless otherwise noted); we will do our best to honor the estimate after this time**

**FAYETTE FLOOR AND WALL**
**390 WEST STONEWALL AVE**
**FAYETTEVILLE, GA 30214**
**Telephone: 770-461-3549 Fax: 770-461-3548**

**ES103076**

# *QUOTE*

| Sold To | Ship To |
|---|---|
| PEACHTREE CITY LIBRARY<br>201 WILLOWBEND ROAD<br>PEACHTREE CITY, GA 30269 | PEACHTREE CITY LIBRARY<br>201 WILLOWBEND ROAD<br>PEACHTREE CITY, GA 30269 |

| Quote Date | Work | PO Number | Quote Number |
|---|---|---|---|
| 05/04/21 | | | ES103076 |

| Inventory | Style/Item | Color/Description | Quantity Units | Price | Extension |
|---|---|---|---|---|---|
| 1 | CARPET TILE | NO SELECTION | 2,800.00 SY | 29.00 | 81,200.00 |
| DIRECT GLUE | CARPET LABOR | | 2,800.00 SY | 8.00 | 22,400.00 |
| 1 | COVE BASE | NO SELECTION | 1,560.00 SF | 1.50 | 2,340.00 |
| BASE LABOR | COVE BASE LABOR | | 1,560.00 LF | 0.60 | 936.00 |

05/05/21 — 4:30PM

Sales Representative(s):
JASON WOODWARD

| | |
|---|---|
| Material: | 83,540.00 |
| Service: | 23,336.00 |
| Misc. Charges: | 0.00 |
| Sales Tax: | 5,847.80 |
| Misc. Tax: | 0.00 |
| **QUOTE TOTAL:** | **$112,723.80** |

## Georgia Public Library Service
## Major Repair and Renovation Grant Program

### *FY22 Application*

Date **5/19/21**
Library System: Flint River Regional Library System
Library Facility: Peachtree City Library
Facility Address: 201 Willowbend Rd.
City: Peachtree City  County: Fayette

***Facility Status (check one)***

[ ] Main Library  [X] Branch Library

***Facility Ownership Status (list the owner of the library facility)***

City of Peachtree City

**Project Priority** (check one)

[ ] Structural repairs
[ ] Roof replacements and/or repairs
[ ] HVAC replacements and/or repairs
[X] Life Safety/Facility Integrity/Hazardous Conditions
Describe new carpet
[ ] Accessibility and Code Compliance Conditions
Describe

**Local Matching Funds will be provided by**

[ ] Library funds
[X] Local Taxing Agency: City of Peachtree City

***Cost of Project***

| | | |
|---|---|---|
| Contract Cost | | $ 83,400.00 |
| Design Fees | | $ |
| Other Costs | | $ |
| Other Costs | | $ |
| Other Costs | | $ |
| Subtotal | | $ 83,400.00 |
| 10% Contingency | | $ 8,340.00 |
| ***Total Cost of Project*** | | $ 91,740.00 |

**Describe how these costs were determined?**

Carpet estimate created in 2020.

| | Yes | No |
|---|---|---|
| Are the actual costs from a bid process? | [ ] | [X] |
| Are the estimates from a design professional? | [X] | [ ] |

**Description of Project** - what will be accomplished with the funds?

New carpeting throughout main floor of the library.

**Need for the Project** - why are funds needed for this project and how will it benefit your library?

Carpet is sixteen years old and shows considerable wear and tear based on daily usage.

**Project Schedule** - provide a proposed project implementation schedule.

Project currently scheduled for June 2021.

***Contact Information for Project Manager:***

Name ________________________________________

Phone Number ____________________ (work) ____________________ (cell)

E-Mail Address ________________________________________

***Certification of Matching Funds Availability:***

Library Director: ______________________________

______________________________
signature

Library System Board Chair: ______________________________

______________________________
signature

***Official(s) of Local Taxing Agency Providing the Funds:***

1 ______________________________
signature

______________________________
typed name, position, agency

2 ______________________________
signature

______________________________
typed name, position, agency

3 ______________________________
signature

______________________________
typed name, position, agency

***Required Attachments***

- ☐ Supporting documentation for project costs
- ☐ Professional estimate of repair
- ☐ Copies of reports documenting code violations, if applicable

***Optional Attachments***

- ☐ Plans and specifications
- ☐ Photographs
- ☐ Other

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

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**MEMO TO:** Mayor and City Council

**VIA:** Jonathan N. Rorie, City Manager

**FROM:** Paul J. Salvatore, Financial Services Director P.S.
Angela Egan, Purchasing Agent AE
Quinn Bledsoe, Recreation Director QB

**DATE:** May 18, 2021

**SUBJECT:** Conversion to salt system at Glenloch pool

*May 20, 2021 City Council Consent Agenda*

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**Recommendation:**

City Council approve the conversion of the Glenloch pool filtration from a chlorine system to a salt system.

**Discussion:**

The conversion to a salt system will reduce large pool water chemical imbalances by eliminating the use of chlorine. The in house contractor operating the Peachtree City pools will perform this work for a cost not to exceed $15,000.

**Budget Impact:**

Funds are available in the CIP fund.

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

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**TO:** **Mayor and City Council**

**VIA:** **Jonathan N. Rorie, City Manager** Jonathan NR
**Robin Bechtel Cailloux, Director Planning & Development** RBCailloux

**FROM:** **Chandra Wright, Planner** CWright

**DATE:** **May 14, 2021**

**SUBJECT:** **Public Hearing: Consider Variance Request, R-1 Zoning Rear Setback Requirement, 203 Amelia Ln**
*May 20, 2021 City Council Meeting*

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**<u>Discussion:</u>**
The Applicant is requesting relief in the form of a variance from the rear setback requirement [Section 1011.4(h)] of the R-1, One-Family Residential zoning district which requires a minimum rear building setback of 30 feet. The Applicant proposes to construct a sunroom, encroaching into the rear setback by approximately 10 feet. The existing home is in compliance with other R-1 setbacks.

As part of the application, the Applicant has included a letter of request, site plan showing the proposed improvement in relation to the rear property line, HOA approval, pictures, and approval from adjacent property owners.

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

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

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

*(a) There are special circumstances applicable to the property, including location, shape, size, surroundings, or topography so that the strict application*

*of this ordinance denies the property of privileges enjoyed by other property in the vicinity and under identical zoning district classification;*
**Staff Comment: The triangular shape of this lot resulted in a smaller building envelope than most, if not all, the other lots in the same subdivision.**

(b) *The strict or literal interpretation and application of this ordinance would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the Zoning Ordinance, or would deprive the Applicant of privileges granted to others in similar circumstances;*
**Staff Comment: Strict application of the ordinance would preclude the property owner from adding on to their home.**

(c) *There are exceptional or extraordinary circumstances or conditions applicable to the property involved or the intended development of the property which preclude the applicant from complying with this ordinance and that do not apply generally to other property in the same zoning district and which prevent the applicant from complying with existing regulations;*
**Staff Comment: Most of the other lots in this subdivision are rectangular-shaped with a standard rear yard. The triangular shape of this lot results in the property not having a similar rear yard.**

(d) *The granting of such variance will not constitute the granting of special privileges inconsistent with the limitations on other property in the same zoning district;*
**Staff Comment: Granting this variance would not constitute the granting of a special privilege inconsistent with the unique shape of this lot, which does not exist for other properties in the same neighborhood.**

(e) *The granting of such variance will not be materially detrimental to the public health, safety, or general welfare nor injurious to property or improvements in the zone or neighborhood in which the property is located; and*
**Staff Comment: Granting of a variance in this case would not be detrimental to public health, safety, or general welfare. The applicant has the support of the two property owners that would be most affected should the addition be constructed as proposed.**

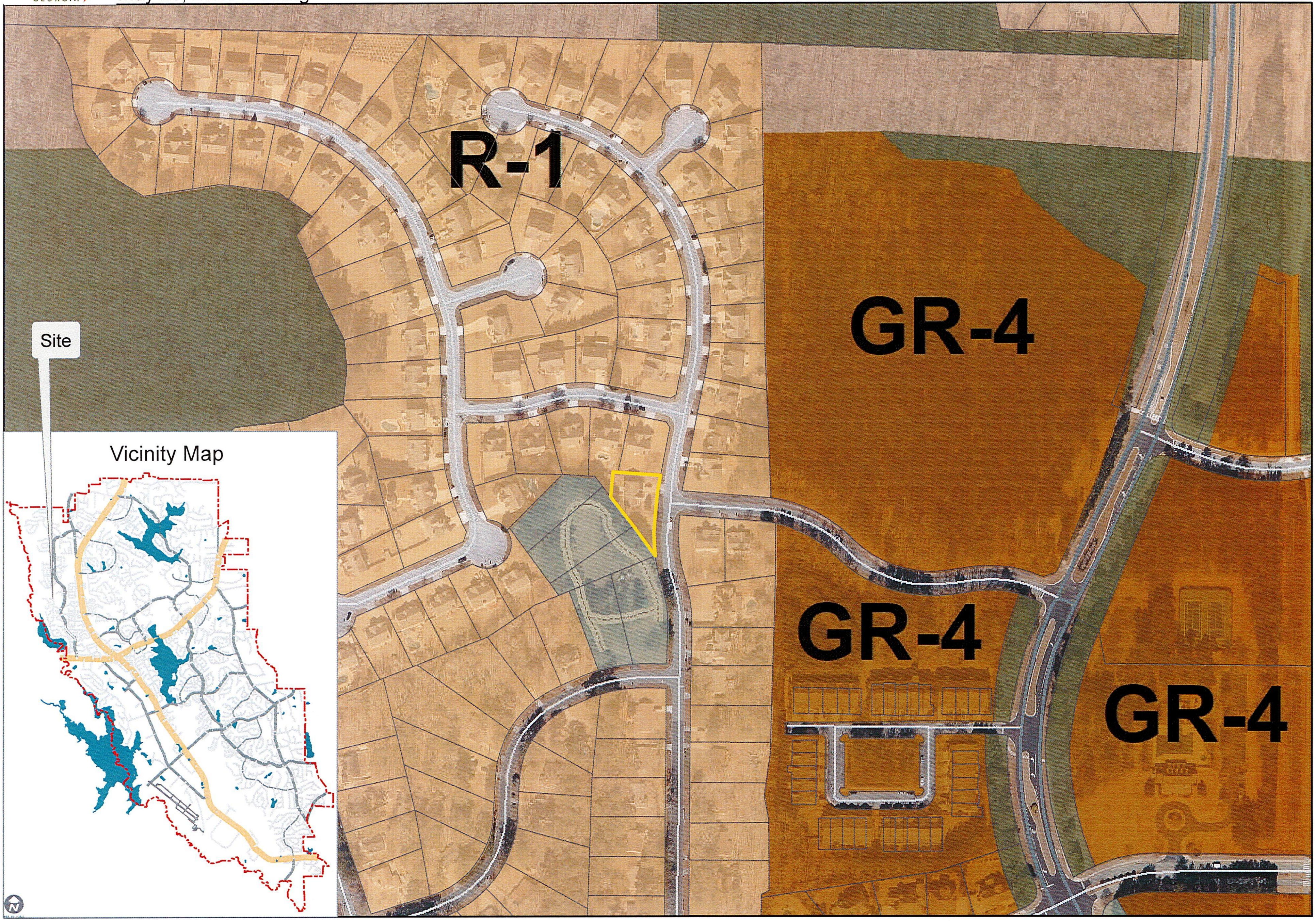
(f) *The granting of such variance will not create inconsistencies with any objective of the Comprehensive Plan.*
**Staff Comment: Granting of the variance would not create any significant inconsistencies with the Comprehensive Plan, which encourages the protection of the character of existing neighborhoods as well as the redevelopment and reinvestment within neighborhoods.**

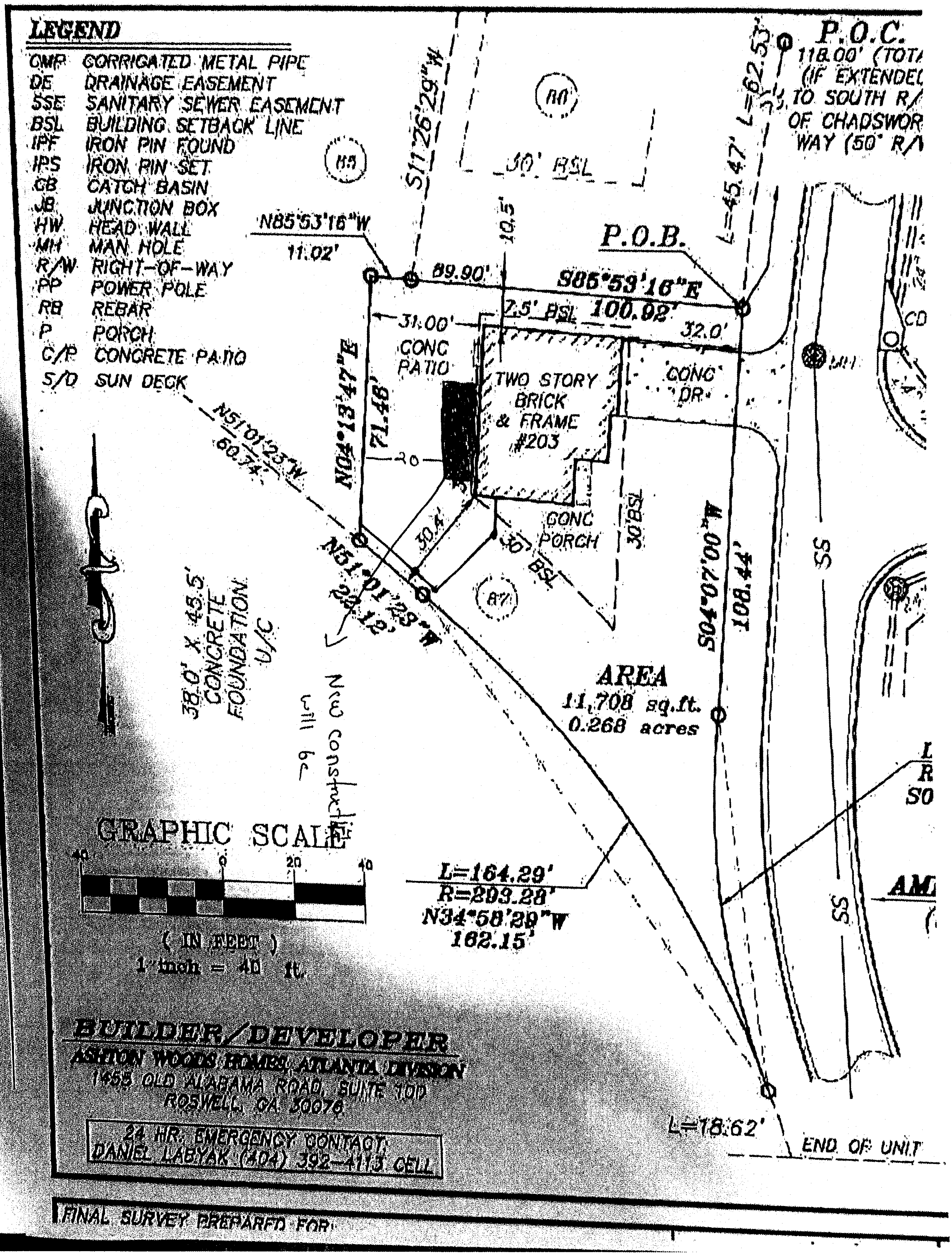
**Budget Impacts:**
The variance does not create any impacts on the City's budget.

Peachtree City
City Council

May 20, 2021 Meeting

Zoning Map
203 Amelia Lane
Zoning: R-1
Rear Setback Variance Request





LEGEND
CMP CORRIGATED METAL PIPE
DE DRAINAGE EASEMENT
SSE SANITARY SEWER EASEMENT
BSL BUILDING SETBACK LINE
IPF IRON PIN FOUND
IPS IRON PIN SET
CB CATCH BASIN
JB JUNCTION BOX
HW HEAD WALL
MH MAN HOLE
R/W RIGHT-OF-WAY
PP POWER POLE
RB REBAR
P PORCH
C/P CONCRETE PATIO
S/D SUN DECK
P.O.C.
118.00' (TOTA
(IF EXTENDE
TO SOUTH R/
OF CHADSWOR
WAY (50' R/
P.O.B.
S11°26'29"W
30' BSL
N85°53'16"W
11.02'
89.90'
S85°53'16"E
100.92'
7.5' BSL
31.00'
32.0'
CONC PATIO
TWO STORY BRICK & FRAME #203
CONC DR
N04°13'47"E
71.46'
N51°01'23"W
60.74'
30.4'
30' BSL
CONC PORCH
30'BSL
N51°01'23"W
22.12'
S04°07'00"W
108.44'
L=45.47'
L=62.53'
38.0' X 45.5' CONCRETE FOUNDATION U/C
New construction will be
AREA
11,708 sq.ft.
0.268 acres
SS
GRAPHIC SCALE
40 0 20 40
( IN FEET )
1 inch = 40 ft.
L=164.29'
R=203.28'
N34°58'29"W
162.15'
L=18.62'
END OF UNIT
BUILDER/DEVELOPER
ASHTON WOODS HOMES, ATLANTA DIVISION
1455 OLD ALABAMA ROAD, SUITE 100
ROSWELL, GA 30076
24 HR. EMERGENCY CONTACT:
DANIEL LABYAK (404) 392-4113 CELL
FINAL SURVEY PREPARED FOR:

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

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**TO:** **Mayor and City Council**

**VIA:** **Jonathan N. Rorie, City Manager**
**Robin Bechtel Cailloux, Director Planning & Development**

**FROM:** **Chandra Wright, Planner**

**DATE:** **May 14, 2021**

**SUBJECT:** **Public Hearing: Consider Variance Request, R-1 Zoning Rear Setback Requirement, 111 Cedar Pt.**
*May 20, 2021 City Council Meeting*

---

**Discussion:**
The Applicant is requesting relief in the form of a variance from the rear setback requirement [Section 1011.4(h)] of the R-1, One-Family Residential zoning district which requires a minimum rear building setback of 30 feet. The Applicant proposes to construct a 193 sf master bathroom, encroaching into the rear setback by approximately 11 feet. The existing home is in compliance with other R-1 setbacks.

As part of the application, the Applicant has included a justification narrative, site plan showing the proposed improvement in relation to the rear property line, and letters of support from adjacent property owners.

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

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

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

(a) *There are special circumstances applicable to the property, including location, shape, size, surroundings, or topography so that the strict application*

*of this ordinance denies the property of privileges enjoyed by other property in the vicinity and under identical zoning district classification;*
**Staff Comment: This property is a pie-shaped lot.**

(b) *The strict or literal interpretation and application of this ordinance would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the Zoning Ordinance, or would deprive the Applicant of privileges granted to others in similar circumstances;*
**Staff Comment: No evidence of practical difficulties or unnecessary hardship was presented as part of the application.**

(c) *There are exceptional or extraordinary circumstances or conditions applicable to the property involved or the intended development of the property which preclude the applicant from complying with this ordinance and that do not apply generally to other property in the same zoning district and which prevent the applicant from complying with existing regulations;*
**Staff Comment: The shape of the lot and the placement of the house on the lot is a unique condition that only applies to this property in the immediate subdivision.**

(d) *The granting of such variance will not constitute the granting of special privileges inconsistent with the limitations on other property in the same zoning district;*
**Staff Comment: Granting this variance would not constitute the granting of a special privilege inconsistent with limitations on the lot.**

(e) *The granting of such variance will not be materially detrimental to the public health, safety, or general welfare nor injurious to property or improvements in the zone or neighborhood in which the property is located; and*
**Staff Comment: Granting of a variance in this case would not be detrimental to public health, safety, or general welfare. The applicant has the support of closest property owners that would be most impacted should the addition be constructed as proposed.**

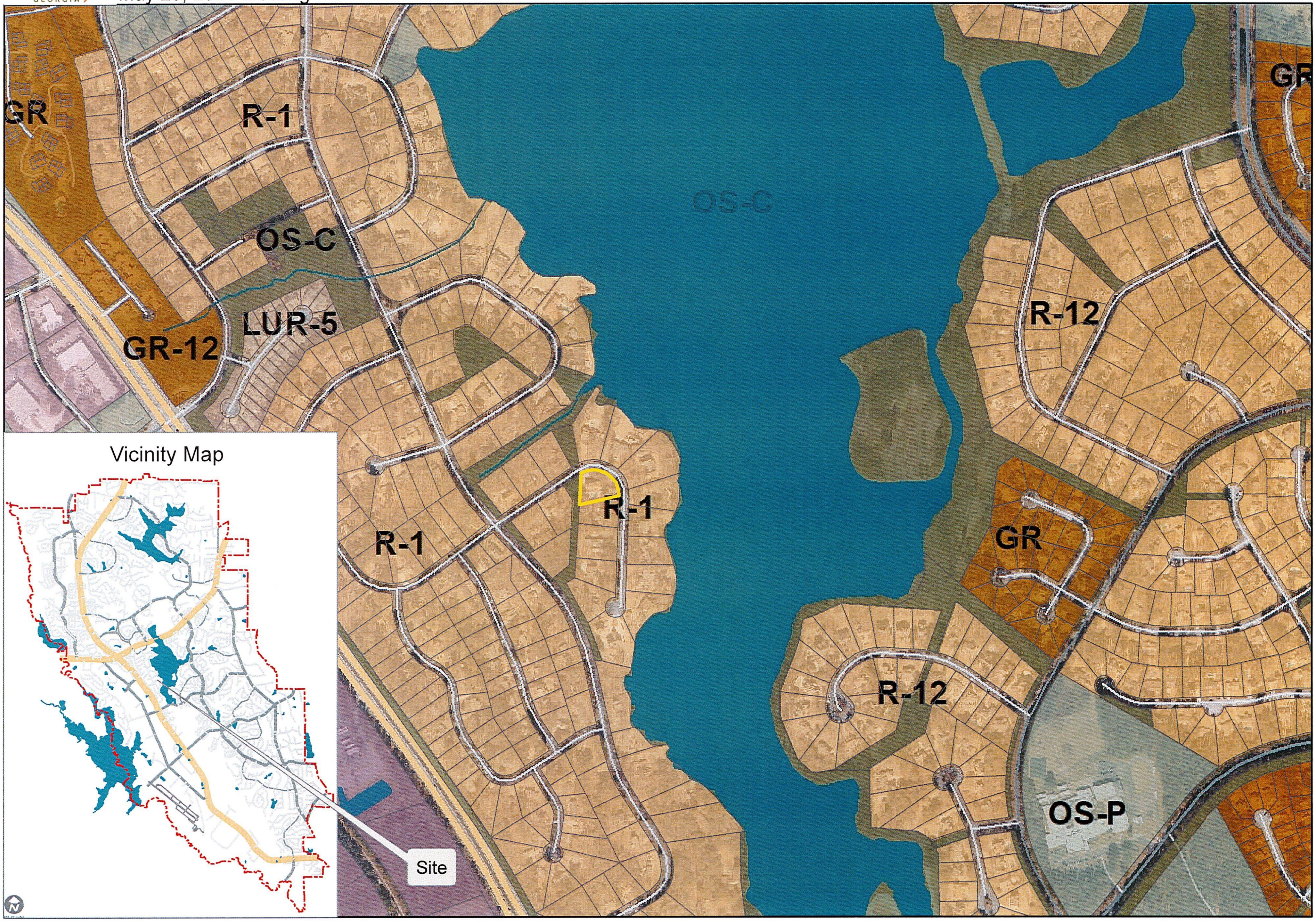
(f) *The granting of such variance will not create inconsistencies with any objective of the Comprehensive Plan.*
**Staff Comment: Granting of the variance would not create any significant inconsistencies with the Comprehensive Plan, which encourages the protection of the character of existing neighborhoods as well as the redevelopment and reinvestment within neighborhoods.**

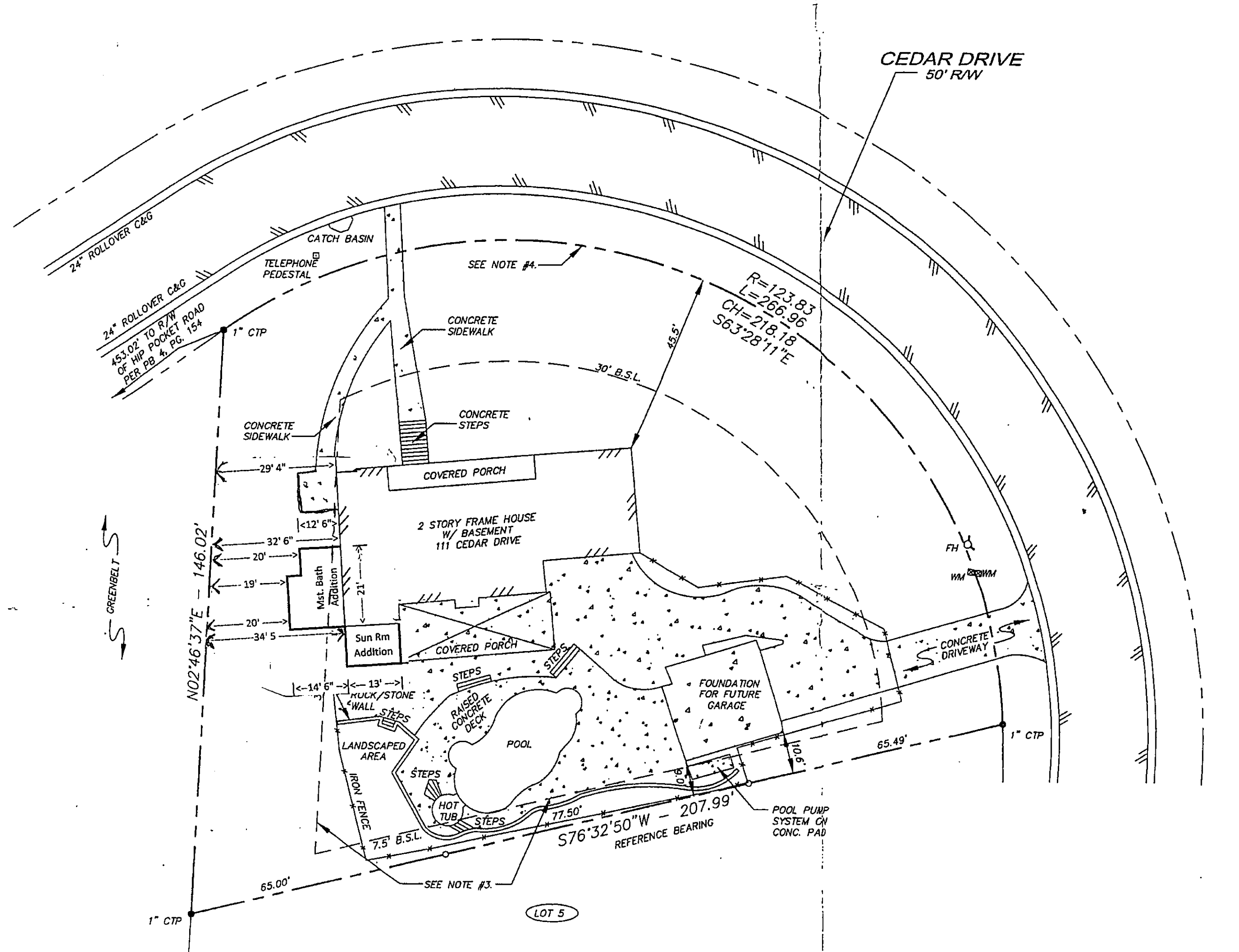
**Budget Impacts:**
The variance does not create any impacts on the City's budget.

Peachtree City
City Council

May 20, 2021 Meeting

Zoning Map
111 Cedar Point
Zoning: R-1
Rear Setback Variance Request






REFERENCE NORTH
REFERENCE BEARING
SEE NOTE #2

## LEGEND

| | |
|---|---|
| PROPERTY LINE | |
| NAIL SET | |
| IRON PIN FOUND (AS NOTED) | |
| CONCRETE CURB & GUTTER | C&G |
| CRIMP TOP PIPE | CTP |
| WATER METER | WM |
| FIRE HYDRANT | FH |
| BUILDING SETBACK LINE | B.S.L. |
| EDGE ASPHALT PAVING | |
| SUBDIVISION LOT NUMBER | LOT 4 |

AREA = 0.57 ACRE±

GEORGIA REGISTERED No. 2425 LAND SURVEYOR ROBERT P. CLEGHORN

GRAPHIC SCALE

20 0 10 20 40 80

( IN FEET )
1 inch = 20 ft.

## NOTES:

1. THE SURVEYOR WHOSE SEAL IS AFFIXED HEREON DOES NOT GUARANTEE THAT ALL EASEMENTS WHICH MAY AFFECT THIS PROPERTY ARE SHOWN.
2. SURVEY FOR PAUL J. & JILL D. BUREAU BY PEARSON & ASSOCIATES, INC. DATED APRIL 18, 1991, LAST REVISED JULY 5, 1993. COPY OF SURVEY PROVIDED BY PAUL BUREAU.
3. THE BUILDING SETBACK INFORMATION IS BASED UPON INFORMATION PROVIDED BY THE CLIENT. THERE IS SOME QUESTION AS TO WHICH IS THE REAR YARD VERSUS THE SIDE YARD. BASED ON THE LAYOUT OF THE SUBDIVISION AND THE GREENBELT AREA, IT APPEARS THE RECOGNIZED SIDE YARD IS AS SHOWN. THIS MATTER MAY NEED INVESTIGATION.
4. THE RIGHT-OF-WAY INFORMATION SHOWN FOR CEDAR DRIVE ON THE PLAT OF LAKE PEACHTREE SUBDIVISION, PB 4, PG. 154, DOES NOT AGREE WITH THE ACTUAL AS-BUILT LOCATION OF THE ROAD. THE RIGHT-OF-WAY LINE SHOWN IS BASED UPON THE EXISTING MONUMENTS AND THE EXISTING ROADWAY AS-BUILT.

## CERTIFICATION

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 42,136 FEET AND AN ANGULAR ERROR OF 1" PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES RULE.
THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 119,906 FEET.
THE LINEAR AND ANGULAR MEASUREMENTS SHOWN ON THIS PLAT WERE OBTAINED BY USING A TOPCON GTS 201-D TOTAL STATION.
FIELD WORK PERFORMED FEBRUARY 16, 2002

## REVISIONS

| NO. | DATE | DESCRIPTION | BY |
|---|---|---|---|
| 1 | 3/17/03 | SHOW HOUSE, POOL, FENCE & DRIVEWAY IMPROVEMENTS | DC |

DRAWN: DC
CHECKED: BC
CREW: BC, DC

BOUNDARY SURVEY
FOR
# PAUL J. BUREAU
LOT 4 – BLOCK L – SECTION 3
LAKE PEACHTREE SUBDIVISION
LAND LOT 97 7TH LAND DISTRICT
PEACHTREE CITY FAYETTE COUNTY GEORGIA

ROBERT P. CLEGHORN
GA. RLS No. 2425

290 GREENTREE PARKWAY
MACON, GEORGIA 31220
(478) 474-6073

DATE: FEBRUARY 20, 2002
SCALE: 1"=20'
PROJECT NO. – BUREAU
DWG NO. – BUREAU.DWG

March 1, 2021

# Variance Request Letter

To: City of Peachtree City – Planning & Zoning
City of Peachtree City – City Council

From: Paul & Jill Bureau – Homeowners, 111 Cedar Pt. Peachtree City

Paul & Jill Bureau are requesting a zoning variance for our home at 111 Cedar Pt. to update our master bathroom.

The home was built in 1974. We have owned it since 1993. The master bedroom was built with a small bath including a single sink, small tub & toilet. There is also one small closet. We would like to convert the existing master bathroom into a walk-in closet and add a full-size bath with dual vanity sinks, walk in shower and separate bathtub totaling 193 sq feet. The current bathroom is 64 sq. feet.

Over the years we have remodeled the rest of the home. The master bedroom area is the last section of the home to update.

The variance is requested for the west side of the home, which is located on a pie shaped lot. It is bordered on one side by a greenbelt that measures approximately 100-feet wide along the street and 35-feet wide at the rear of the home lot line. The lot line for the home is approximately 146-feet deep along the greenbelt section.

I have included pictures pertaining the request.

Thank you for considering our request!

Sincerely,
Paul Bureau
Jill D Bureau
Paul & Jill Bureau