City Council of Peachtree City
REVISED AGENDA
March 5, 2015
7:00 p.m.

I. Call to Order

II. Pledge of Allegiance

III. Announcements, Awards, Special Recognition
Proclamation – Student Painters Day

IV. Public Comment

V. Agenda Changes

VI. Minutes
February 19, 2015, Regular Meeting Minutes

VII. Consent Agenda
1. **Consider Elimination of Administrative Assistant Position & Replace with Staff Assistant – Police Department**
2. Consider Approval of Service Agreement with Official Payments Corporation – Online Payment Service Provider – Agreement ready

VIII. Old Agenda Items

03-14-04	Consider Subdivision Entrance Sign Replacement Policy – Policy ready
09-14-08	**Facilities Bond Update** *(***Reference New Agenda Items 03-15-04 & 03-15-05)*
02-15-07	Consider Lake Peachtree Dam/Spillway Expenses – Waiting for information
02-15-09	Public Hearing – Consider Rezoning, GC General Commercial to LUC-26 Limited Use Commercial, Dolce – Peachtree Atlanta (Great Wolf Lodge of Georgia, LLC), 201 Aberdeen Parkway – Applicant has requested to continue to March 19

IX. New Agenda Items

03-15-01	**Consider Bids for Pacers Walk Drainage Improvements – Brent Scarbrough and Company Inc.**
03-15-02	**Consider Bids for Preston Chase Drainage Improvements – Ronnie D. Jones Enterprises**
03-15-03	**Consider Changes in Full-time & Part-time Headcount in Buildings & Grounds – Public Services**
03-15-04	***Consider Grant Acceptance for Playground Equipment as Discussed in Facilities Bond Update
03-15-05	***Consider Grant Acceptance for Tennis Center Lighting as Discussed in Facilities Bond Update

X. Council/Staff Topics

XI. Executive Session

XII. Adjourn

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

OFFICIAL PAYMENTS

OFFICIAL PAYMENTS SERVICES AGREEMENT

THIS OFFICIAL PAYMENTS SERVICES AGREEMENT (this "Agreement") is made effective ________________________, **2015** (the "Effective Date"), by and between Official Payments Corporation, a Delaware corporation ("Official Payments"), and **City of Peachtree City, GA** ("Client"). Client agrees to engage Official Payments, and Official Payments agrees to accept such engagement by Client, to perform the services (each a "Service" and collectively the "Services") in accordance with: (i) the Standard Terms and Conditions attached hereto as Schedule A, (ii) the Service Schedule for the Services selected which is attached hereto as Schedule B ("Service Schedule"), and (iii) the Fee Schedule which is attached hereto as Schedule C ("Fee Schedule"). Client will be provided with the Services as described in the attached Service Schedule on the terms set forth in Schedule A and in consideration of the fees set forth in the Fee Schedule.

Each party acknowledges that it has read and fully understands this Agreement and, by having its authorized representative sign below, agrees to its terms. This Agreement may be executed in counterparts, each of which shall be considered an original, but such counterparts shall together constitute one and the same document.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the Effective Date.

OFFICIAL PAYMENTS CORPORATION

By: ______________________________

Name: **Eric Labiak**

Title: **SVP Sales**

Date:

Address: **705 Westech Drive**
Norcross, Georgia 30092

Email: **mbox-opay-clientservices@aciworldwide.com**

Telephone: **404-923-3500**

Fax: **404-923-6727**

CLIENT: City of Peachtree City

By: ______________________________

Name:

Title:

Date:

Address:

Email:

Telephone:

Fax:

SCHEDULE A — TERMS AND CONDITIONS

These Terms and Conditions, together with the Signature Page, its attachments, exhibits, appendices, schedules, and/or Change Orders (collectively, this "Agreement"), are made and entered into by and between Official Payments and Client as of the Effective Date.

AGREEMENT

1. DEFINITIONS.

"Absorbed Fee" means the transaction fee, where applicable, charged to Client by Official Payments for a Customer making payment by use of the Services. The Absorbed Fees are set forth in Exhibit C, Fee Schedule.

"ACH" means the Automated Clearing House.

"Change Order" means the Change Order as defined in Section 14.2 below.

"Client Designated Account" means the credit/debit account(s) established and maintained by Client at an ACH receiving depository institution reasonably acceptable to Official Payments. Client Designated Account is further described in Section 4.2.

"Client Marks" means Client's logo, trademarks and other service marks.

"Customer" means the person, business or entity that initiates and makes payment through a Payment Transaction.

"NACHA" means the National Automated Clearing House Association.

"Official Payments Marks" means Official Payments' logo, trademarks and other service marks.

"Official Payments System" means Official Payments' and it's Suppliers' electronic payment processing system, including, without limitation, its technology, hardware, software and equipment.

"Payment Transaction" means an electronic payment transaction initiated by a Customer and processed by Official Payments and/or its Suppliers under this Agreement.

"Service" or "Services" means the payment processing service or services selected on Service Schedule, as amended from time to time by written Change Order.

"*Service Fee*" means the transaction fee charged to a Customer by Official Payments for the convenience of Customer making payments by use of the Services. The Service Fees are set forth in Exhibit C, Fee Schedule.

"Signature Page" means the Signature Page with the signature of each party as entered into by and between Official Payments and Client, as of the Effective Date, whereby Official Payments has been engaged by Client to provide the Services.

"Suppliers" means Official Payments authorized vendors including, but not limited to, ACH processor(s).

2. PROVISION OF SERVICES. Official Payments will provide the Services in accordance with the Service Schedule(s) and Change Orders.

3. CLIENT OBLIGATIONS. With respect to each Service:
3.1 Client will take all reasonable security precautions within its system, hardware and software to prevent unauthorized or fraudulent use of the Official Payments System by Client, Client employees and agents, and Customers. Official Payments may, but will not be required to, assign to Client one or more identification numbers or passwords for Client's use in obtaining the Services. Once such identification number(s) or password(s) have been delivered to Client by Official Payments, the use and confidentiality of such numbers and/or passwords will be the sole responsibility of Client.

3.2 Other than as provided in the Service Schedule(s), Client will not impose any surcharge or penalty on any of the Services.

3.3 If Client requests a customized reporting format, Client will provide Official Payments with its desired reporting format sufficiently in advance of the requested report delivery date. Customized reporting formats require Official Payments' prior written approval, and may result in the imposition of a fee by Official Payments to Client.

3.4 Client will not require, as a condition to initiating a Payment Transaction, that a Customer agree in any way to waive such Customer's rights to dispute the transaction with their banking institution for legitimate reasons.

3.5 Subject to Section 8, Client shall undertake reasonable efforts to market and promote the Services Such marketing and promotion of the Services by Client will include publishing the relevant URL for the Official Payments website and relevant telephone number (as applicable) on all relevant marketing materials. Client will obtain Official Payments' prior consent for the use of any promotional or marketing materials that reference the Services or Official Payments, except as to the pre-approved marketing materials provided by Official Payments. Client agrees to incorporate all reasonable changes requested by Official Payments into any of the marketing materials it utilizes to ensure (i) the correct usage of the Official Payments trademarks and logos, (ii) the accuracy of the content, and (iii) acceptable graphics and presentation.

3.6 Client will be solely responsible, at its own expense, for acquiring, installing and maintaining all of its own equipment, software and data communication service, which is not a part of the Official Payments System.

3.7 If requested by Official Payments, Client will execute, and deliver to Official Payments, ACH authorization agreement(s), in the format provided by Official Payments, to authorize electronic credits/debits to/from the Client Designated Account, and any other certificates, instruments or documents as required by applicable laws and regulations in order to consummate the transactions contemplated by this Agreement.

3.8 Client will fully adhere to the rules, regulations and operating procedures of a credit card association with respect to a particular Service, including without limitation, the use of specific credit card logos and marks. If required by a credit card association, with respect to a Service, Client will enter into any applicable merchant credit card agreements.

3.9 Client shall (i) collect and verify all identification information as required by law or government regulation, and (ii) make such identifying information available to Official Payments if requested by a regulator, law enforcement officials, or judicial process.

4. FEES, TAXES, AND PAYMENTS.

4.1. Fees, Taxes and Payments. For each Service provided, Client and/or Customer, as designated on the Fee Schedule, will pay Official Payments fees for Services without set-off or deduction in accordance with the fees and charges set forth on the Fee Schedule. Except as otherwise specifically set forth on the Fee Schedule, fees owed by Client will be calculated on a monthly basis and will be debited from the Client Designated Account monthly in arrears by Official Payments or its Suppliers. Fees are subject to change by Official Payments upon delivery of a Change Order as described in Section 14.2 below. In the event that Official Payments incurs an increase in transaction processing fees, taxes or other increase in fees required by applicable law, an association regulation or other third party during the Term of this Agreement, Official Payments may pass through such charges with ten (10) days prior notice. During the Term of this Agreement, and for ninety (90) days thereafter, Official Payments (or its Suppliers) are authorized by Client to debit from the Client Designated Account, any fees and other amounts owed by Client under this Agreement, including, but not limited to, chargebacks, deposit charges, refunds, fines (inclusive of those imposed by NACHA), ACH debits that overdraw the Client Designated Account, and any other fines or liabilities incurred by Client. Official Payments may obtain and review Client's credit report solely related to the Services hereunder.

4.2 Client Designated Account. Prior to any Payment Transaction, Client will establish a Client Designated Account and will provide Official Payments with the electronic record specifications and permissions necessary for funds settlement. Client will maintain such account during the Term of this Agreement and for at least ninety (90) days after expiration or termination for any reason. Client agrees to maintain sufficient funds in the Client Designated Account to satisfy all fees and other obligations of Client. Client authorizes Official Payments, its assignee or its Suppliers to debit via ACH transfer, the Client Designated Account for any such amounts Client owes Official Payments. If the amount in the Client Designated Account does not contain sufficient funds to cover fees and obligations of Client, Client agrees to pay Official Payments the amount it owes under this Agreement upon demand, in readily available funds, together with all costs and expenses incurred to collect such amount, including, without limitation, reasonable attorneys' fees.

4.3 Review of Reports, Charges and Invoices. Client agrees that it shall review all reports, charges and invoices prepared by Official Payments and made available to Client. Client expressly agrees that Client's failure to reject any such report, charge or invoice within thirty (30) days from the date the report, charge, or invoice was made available to Client, shall constitute Client's acceptance of such report, charge, or invoice. In the event Client believes that any report, charge or invoice is in error, or Official Payments has failed in any way to provide the Services, Client agrees to provide Official Payments with written notice, specifically detailing any alleged failure, within 30 days of the date of the report, charge or invoice being made available to Client.

5. SUSPENSION; RESTRICTIONS. Official Payments may immediately suspend the Services or withhold Services or individual Payment Transactions in the event: (i) Official Payments has reason to believe there has been or may be a breach of security, fraud, or misrepresentation in connection with the Services, (ii) continued provision of the Services would violate any applicable law, government regulation, the NACHA rules and regulations or the rules and regulations of a credit card association, (iii) of a significant increase in Official Payments' and/or its Suppliers' cost of providing the Services, (iv) performance is delayed, impaired or rendered impossible as a result of a cause beyond Official Payments' or its Suppliers' control, (v) of breach of the terms of this Agreement by Client, its employees, or representatives, (vi) the financial status or credit quality of Client is substantially diminished in the reasonable discretion of Official Payments, or (vii) of non-payment of fees or other charges when they become due. In the event that Official Payments suspends the Services under this Section 5, in its reasonable discretion, Official Payments will provide Client with notice and opportunity to cure the act or situation giving rise to the suspension. In the event of a suspension under this Section 5, Official Payments may require Client to establish a reserve account or institute other mutually agreed restrictions prior to Official Payments restoring Services. Official Payments will have no liability for any suspension in accordance with the terms of this Section 5. Additionally, the availability and use of specific types of credit cards, debit cards and other payment options for Payment Transactions is determined by Official Payments in accordance with Official Payments' relationships with card associations, and the applicable rules, regulations and laws, and Official Payments may terminate or suspend the use of any such card(s) or payment options at any time, in its sole discretion, without prior notice.

6. TERM AND TERMINATION.

6.1. Term. This Agreement will be effective on the Effective Date and thereafter will expire on December 31, 2015; provided, however, that this Agreement will automatically renew for five (5) additional terms of one (1) year each, beginning on January 1 and ending on December 31 of each succeeding year, unless either party provides notice of its intention to not renew this Agreement, which notice must be received by the other party not less than sixty (60) days prior to the end of the then-current term of this Agreement.

6.2. Termination.

6.2.1 Termination for Cause. Either party may terminate this Agreement for cause if the other party: (i) fails to cure a material breach within thirty (30) days of receiving written notice detailing the breach; (ii) becomes subject to any voluntary or involuntary bankruptcy, insolvency, reorganization, or liquidation proceeding, a receiver, trustee, liquidator or similar agent or officer is appointed for that party, or a party makes an assignment for the benefit of creditors, or admits its inability to pay its debts as they become due; or (iii) commits any act related to the Services with the intent to defraud the other party.

6.2.2 Termination by Official Payments. Official Payments may terminate this Agreement at any time upon written notice to the Client in the event the provision of the Services hereunder is determined by Official Payments, in its sole discretion, to violate any law, statute, regulation, rule, order or operating procedure enacted or promulgated by a governmental or judicial authority of competent jurisdiction, NACHA (or any similar industry organization with authority over the Services), or in the event that any law, regulation, rule, order or operating procedure is enacted or promulgated which effectively reduces or eliminates the fees charged by Official Payments.

7. **ACCOUNT MONITORING; SECURITY.** Official Payments and its Suppliers may monitor the use of Services or Payment Transaction activity and investigate unusual or suspicious activity, provided, that in no event does Official Payments assume any responsibility to discover any breach of Client's security or misuse of the Services. Client and Official Payments will immediately notify the other if either discovers any breach of security or misuse of the Service(s). Official Payments will have the right, at Official Payments' sole cost, to inspect Client's operation, system and web site to verify Client's compliance with its security obligations under this Agreement. Client will be responsible for failure to use reasonable security precautions and for any fraud committed by its employees, representatives or Customers.

8. **INTELLECTUAL PROPERTY.** In order that Client may promote the Services and Official Payments' role in providing the Services during the Term, Official Payments grants to Client a revocable, non-exclusive, non-transferable, royalty-free license to use Official Payments' Marks for such purpose only, in a form as approved by Official Payments. Client does not, and will not, have any other right, title, license or interest, express or implied, in and to any object code, software, hardware, Official Payments Marks, service mark, trade name, trade dress, formula, Official Payments System, know-how, telephone number, telephone line, domain name, URL, copyrighted image, text, script (including, without limitation, interactive voice response or the Official Payments website scripts) or other intellectual property right of Official Payments (collectively "Official Payments Intellectual Property"). All such Official Payments Intellectual Property, and all rights, title and interests therein (other than the license rights expressly granted in this Agreement) are owned exclusively by Official Payments. Client's license to use any Official Payments Marks will terminate upon the earlier of (a) the termination or expiration of this Agreement, (b) immediately, in the event of any breach of this section by Client, or (c) immediately, upon notice by Official Payments to the Client. Client will not utilize any Official Payments Intellectual Property in any manner that would diminish its value or harm the reputation of Official Payments. Client agrees that any use of the Official Payments Marks will conform to reasonable standards of acceptable use specified by Official Payments. All use of the Official Payments Marks will inure to the sole benefit of Official Payments. In connection with the provision of the Services, Client grants to Official Payments a revocable, non-exclusive, non-transferable, royalty-free license to use Client Marks. Official Payments' license will terminate upon the termination or expiration of this Agreement.

9. **COMPLIANCE WITH LAWS, RULES AND REGULATIONS.**

9.1 Each party will comply with all applicable federal and state laws, the rules and regulations of federal, state and local governmental authorities and governing industry associations, including without limitation, Federal Reserve Regulation E (12 C.F.R. Part 205), the rules of NACHA, the credit card association rules and regulations, Payment Card Industry Standards ("PCI") , and all applicable privacy laws and regulations, all of which are incorporated herein by reference and made a part of this Agreement as if set forth in full herein. Official Payments and its Suppliers may from time to time establish reasonable rules, regulations and operational guidelines with respect to use of the Services by Client, and Client agrees to be bound by and comply with such rules, regulations and guidelines thirty (30) days after delivery thereof to Client, unless earlier or immediate compliance is (i) required by law or regulation, (ii) determined by Official Payments, in its reasonable discretion, to be necessary, or (iii) otherwise agreed upon in writing by the parties.

9.2 PCI: PCI provides a set of requirements established by the Payment Card Industry to enhance cardholder data security and facilitate the adoption of consistent data security measures to protect cardholder and transaction data. These requirements apply to all entities involved in payment card processing and transactions including Payment Card Industry members, merchants, processors, acquirers, issuers, vendors and service providers as well as other entities that store, process, or transmit cardholder data. The PCI Security Standards Council (https://www.pcisecuritystandards.org) is responsible for the development, management, education, and awareness of the PCI Standard, including the:

- Data Security Standard (PCI DSS)
- Payment Application Data Security Standard (PA-DSS)
- PIN Transaction Security (PTS) requirements

PCI requirements apply to all systems that store, process or transmit cardholder data as defined by PCI Security Standards.

9.3 Client compliance with PCI: Client and their vendors are responsible for compliance with all PCI requirements as defined by PCI Security Standards. Client shall ensure that all systems that store, process or transmit cardholder data managed internally or by a vendor meet the PCI requirements.

10. WARRANTY AND DISCLAIMER.

10.1 Warranty. Each party represents and warrants that it has the full legal right, authority and power to enter into this Agreement and perform its obligations hereunder and that the person who signs the Agreement for each party has full authorization to bind the respective party. Client will provide to Official Payments the forms that are necessary, as determined by Official Payments, to set up the Services within ten (10) days of full execution of this Agreement. Client represents and warrants to Official Payments that all information provided in such forms is current, correct and complete. Client agrees to notify Official Payments in writing of any changes to such Client information within ten (10) days of such change.

10.2. Disclaimer. Client acknowledges that electronic payment transactions and data processing involves the inherent risk of human and machine errors, omissions, delays and losses, including, without limitation, inadvertent loss or errors. Official Payments and its Suppliers do not, and cannot, control the flow of data to or from the Official Payments System, which depends in large part on the Internet and third parties, including, without limitation, connectivity/access providers. ACCORDINGLY, NEITHER OFFICIAL PAYMENTS NOR ITS SUPPLIERS WARRANT THAT THE SERVICES WILL BE ERROR FREE, UNINTERRUPTED, SECURE, OR VIRUS FREE, AND OFFICIAL PAYMENTS AND ITS SUPPLIERS DISCLAIM LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS. EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE”, AND OFFICIAL PAYMENTS, ITS AFFILIATES AND SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, NON-INTERFERENCE, TITLE, OR NON-INFRINGEMENT.

11. INDEMNIFICATION.

11.1 Indemnification of Official Payments. To the extent permitted by Georgia law, Client will indemnify, defend, and hold harmless Official Payments, and its officers, employees, directors, agents, affiliates and shareholders, in their individual capacities or otherwise, from and against any and all losses, claims, demands, penalties, actions, causes of action, suits, obligations, liabilities, damages, delays, costs or expenses, including, without limitation, reasonable attorney's fees (collectively, "Losses") asserted by a third party that result from, relate to, arise out of, or are incurred in connection with: (i) Client's gross negligence or willful misconduct resulting in personal injury or property damage; (ii) Client's misuse of the Service or the Official Payments System; (iii) inaccurate or incomplete Client data or Customer data collected by Client; (iv) Client's failure to comply with applicable laws; (v) Client's failure to comply with any of the terms of this Agreement, inclusive of all fees, fines, assessments, penalties, or loss allocations assessed by card companies, networks, telecommunication companies, or other third parties resulting from such failure; or (vi) any claim of libel, violation of privacy rights, unfair competition, misappropriation of trade secrets, or infringement of patents, trademarks, copyrights, or other intellectual property.

11.2 Indemnification of Client. Official Payments will indemnify, defend and hold harmless Client, and its officers, employees, directors, agents and shareholders, in their individual capacities or otherwise, from and against any and all Losses asserted by a third party that result from, relate to, arise out of, or are incurred in connection with: (i) Official Payments' gross negligence or willful misconduct resulting in personal injury or property damage; (ii) Official Payments' failure to comply with laws applicable to Official Payments as a provider of a Service; or (iii) a claim that a Service infringes a registered U.S trademark or copyright. However, Official Payments will not be liable for (and Client will indemnify Official Payments against) any infringement claim that results, in whole or in part, from: (a) Client's use of a Service in a manner or for a purpose not specifically described in the applicable Service Schedule, or (b) Client's products or services; or (c) Client's failure to implement corrections or changes provided by Official Payments. If a claim has been asserted that the Service infringes a registered U.S. trademark or copyright, or in Official Payments' opinion such a claim is about to be asserted, Official Payments may, at its option either: (1) procure for Client the right to continue using the Service; (2) replace or modify the Service so that it becomes non-infringing; or (3) terminate the applicable Service.

11.3 Contingencies to Indemnification. The obligation to provide indemnification under this section is contingent upon: (i) the indemnified party promptly notifying the indemnifying party in writing of any claim; (ii) the indemnifying party having sole control over the defense and settlement of the claim, provided, however, that the indemnifying party may not settle a claim, accept liability or incur obligations on behalf of the other party without the other party's written consent, which will not be unreasonably withheld or delayed; or (iii) the indemnified party reasonably cooperating during defense and settlement efforts at its own expense. Notice will be considered prompt so long as there is no material prejudice to the indemnifying party.

12. LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY GEORGIA LAW, NEITHER OFFICIAL PAYMENTS NOR ITS SUPPLIERS WILL BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE, BUSINESS, DATA OR DAMAGES FROM LOSS OF USE OR DELAY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER ARISING UNDER ANY THEORY (INCLUDING BUT NOT LIMITED TO NEGLIGENCE, TORT, CONTRACT, STRICT LIABILITY OR UNDER STATUTE), EVEN IF OFFICIAL PAYMENTS HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH POTENTIAL CLAIM, LOSS OR DAMAGE. OFFICIAL PAYMENTS' TOTAL AGGREGATE LIABILITY FOR DAMAGES FOR ANY ACTION RELATED TO THIS AGREEMENT OR THE SERVICES PROVIDED WILL IN NO EVENT EXCEED THE AMOUNT OF THE FEES PAID TO OFFICIAL PAYMENTS IN CONNECTION WITH THE PARTICULAR TRANSACTION FOR THE SPECIFIC SERVICE GIVING RISE TO DAMAGES HEREUNDER. The foregoing limitation of liability and exclusion of certain damages will apply regardless of the success, sufficiency or effectiveness of other remedies. Client acknowledges that without its agreement to the limitations contained herein, Official Payments would be compensated differently, and would charge Client increased fees for the Services.

13. CONFIDENTIALITY. Except as required by the Georgia Open Records Act, O.C.G.A. 50-18-70 *et seq.*, Each party that receives confidential information (as "Receiving Party") will treat information received from the other (as "Disclosing Party") (verbally, electronically, visually, or in a written or other tangible form) that (i) is designated as "confidential" at or prior to disclosure, or (ii) should be reasonably understood to be confidential or proprietary ("Confidential Information") as strictly confidential. Official Payments designates information relating to the Services and the terms of this Agreement as its Confidential Information. Non-public financial information that is personally identifiable to a Customer (referenced in the Gramm-Leach-Bliley Act of 1999 as "Non-public Personal Information" or "NPI") is designated as Confidential Information.

Each party will: (i) restrict disclosure of the other party's Confidential Information to only its own employees and agents solely on a "need to know" basis in accordance with the Agreement; (ii) advise its employees and agents of their confidentiality obligations; (iii) require agents to protect and restrict the use of the other party's Confidential Information; (iv) use the same degree of care to protect the other party's Confidential Information as it uses to safeguard its own Confidential Information of similar importance but in any event at least commercially reasonable care; (v) establish procedural, physical and electronic safeguards, designed to prevent the compromise or unauthorized disclosure of Confidential Information; and (vi) notify the other party of any unauthorized possession or use of the other party's Confidential Information as soon as possible after learning of that unauthorized use or possession. Official Payments will promptly notify Client and, if requested by Client, each of its affected Customers, of any incident that has resulted or is likely to result in the misuse of NPI, and will comply with all laws regarding NPI that are applicable to it and the Services it provides.

Except as expressly provided for in this Agreement, Confidential Information will remain the property of the party from or through whom it was received. Except for NPI, neither party will be obligated to preserve the confidentiality of any information that: (a) Receiving Party can demonstrate was rightfully known by Receiving Party prior to disclosure by Disclosing Party; (b) is a matter of public knowledge without Receiving Party's violation of these terms; (c) Receiving Party can demonstrate was or is independently developed by Receiving Party without use of Disclosing Party's confidential information; (d) is released for disclosure to Receiving Party with written consent of Discloser; or (e) properly came into the possession of Receiving Party from a third party that has the right to disclose it without an obligation of confidentiality. Disclosure of Confidential Information will be permitted if it is: (1) required by law; (2) in connection with the tax treatment or tax structure of the Agreement; or (3) in response to a valid order of a U.S. court or other governmental body, provided the owner receives written notice and is afforded a reasonable opportunity to obtain a protective order and further provided that such disclosure is limited to the minimum extent required by law as determined by an attorney. Upon termination of a Service Schedule, each party will destroy the other party's Confidential Information relating to that Service Schedule in a manner designed to preserve its confidentiality, or, at the other party's written request and expense, return it to the disclosing party, except as otherwise required by law.

14. GENERAL PROVISIONS.

14.1 Notices. Except as expressly provided herein, all notices and other communications required or permitted hereunder will be given in writing and will be delivered personally, by nationally recognized overnight courier, by facsimile or by e-mail to the applicable address shown on the Signature Page. Such notice, regardless of the manner delivered, will be deemed to have been delivered the next business day after delivery to the applicable address set forth on the Signature Page. Additionally, a second copy of any notice to Official Payments shall be addressed to the General Counsel at the same address. Any party may change its address for notice hereunder by providing notice to all other parties as provided herein. Each party agrees that any notice delivered by email is hereby deemed to be notice delivered "in writing" and, for notices containing requests for new services, agreements to receive new services, and other offers or acceptances regarding modifications to this Agreement, such email constitutes such party's "electronic signature" to such writing (provided that such email is sent by an authorized representative of such party).

14.2 Modifications. This Agreement may not be amended except by a writing executed by authorized representatives of both parties, or by a Change Order issued by Official Payments as set forth in this Section 14.2. From time to time Official Payments may issue a written modification to this Agreement ("Change Order"), which Change Order may be (i) in response to a request for new Services by Client; or (ii) may contain an offer by Official Payments of new Services by Official Payments, a price change, or other modification to this Agreement. Such Change Orders will be delivered and responded to in the manner set forth in Section 14.1. Each such Change Order issued pursuant to subsection (i) of this Section 14.2 will be effective immediately upon issuance or such other mutually agreeable time as requested in writing by Client, as described in Section 14.1 Each such Change Order issued pursuant to subsection (ii) of this Section 14.2 will be effective thirty (30) days after delivery of the applicable Change Order, unless Client notifies Official Payments within such 30-day period that it does not agree to such Change Order. If Client disagrees, the parties will meet and confer regarding the Change Order. If, after such conference, Official Payments does not withdraw or modify the Change Order, Client may terminate this Agreement on thirty (30) days written notice. Client's continued use of the Services after such thirty-day period will constitute Client's agreement to the modifications in such Change Order, whereupon such Change Order will be effective and become part of this Agreement.

14.3 Entire Agreement; Severability; Waiver. This Agreement, together with the Signature Page, the Schedules, and any exhibits, as amended by any Change Orders, constitutes the entire agreement between Client and Official Payments with respect to the subject matter hereof, and supersedes any prior agreement, oral or written, between Client and Official Payments and/or its representatives(s) in connection with this Agreement. The failure of either party to enforce any terms or conditions of this Agreement shall not be construed as a waiver of such or any other terms or conditions herein contained. If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a provision that most closely approximates the intent and economic effect of the invalid provision.

14.4 Remedies. Except as otherwise expressly provided in this Agreement, (i) all remedies available to either party are cumulative and not exclusive, and (ii) termination, expiration or suspension of this Agreement will not limit either party from pursuing other remedies available at law or in equity.

14.5 Assignment. This Agreement may not be assigned by either party (by operation of law or otherwise) without the prior written consent of the other party; provided, however, that the foregoing will not prohibit Official Payments from assigning this Agreement or its rights hereunder, nor require the consent of the Client, in connection with any change of control, corporate reorganization, merger or consolidation of Official Payments. Any purported assignment, transfer, or delegation in violation of this Section will be null and void. Subject to the foregoing, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns.

14.6 Status of the Parties; Suppliers. Official Payments is the agent of Client for the limited purpose of accepting payments from Customer and forwarding such payments to Client ("Official Payments Agency Role"). Except for the Official Payments Agency Role, the parties are independent contractors, and nothing herein will be construed to create a partnership, joint venture, franchise, or employer-employee relationship by or between Client and Official Payments. Except for Official Payments Agency Role, no party will have the authority to commit or bind any other party without such party's prior written consent. Client acknowledges and agrees that certain portions of the Services which enable Payment Transactions may be provided by Official Payments Suppliers, including, but not limited to, processing and formatting of Payment Transactions and the debiting and crediting of the Client Designated Account in accordance with the terms of this Agreement.

14.7 Headings. The headings that appear in this Agreement are inserted for convenience only and do not limit or extend its scope.

14.8 Construction. This Agreement will not be construed more strongly against either party, regardless of who is more responsible for its preparation.

14.9 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia excluding its conflicts of law rules. Exclusive jurisdiction and venue for any claim or action arising out of or relating to this Agreement will be in the state courts located in Gwinnett County, Georgia, or federal courts located in the State of Georgia.

14.10 No Third Party Rights. This Agreement is for the sole benefit of the parties hereto and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

14.11 Force Majeure. Official Payments will not be considered in breach of or in default of any of its obligations under this Agreement, and will in no way be liable to the Client hereunder, to the extent its performance hereunder is delayed, impaired or rendered impossible as a result of a cause beyond its control, including, without limitation, acts of God, natural disasters, acts of terror, war, riots, fire, storms, quarantine restrictions, floods, explosions, labor strikes, labor walkouts, extraordinary losses of utilities (including, but not limited to, telecommunications services), external computer "hacker" attacks, delays of common carriers or similar causes that are beyond Official Payments' reasonable control.

14.12 Enforcement. Each party acknowledges that the provisions of this Agreement regarding confidentiality and use of the other party's resources (including, without limitation, the Official Payments System and each party's intellectual property) are reasonable and necessary to protect the other party's legitimate business interests. Each party acknowledges that any breach of such provisions will result in irreparable injury to the other for which money damages could not adequately compensate. If there is a breach of such provisions, then the injured party will be entitled, in addition to all other rights and remedies which it may have at law or in equity, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all persons involved from continuing the breach. The existence of any claim or cause of action that a party (or any other person involved in the breach) may have against the other party will not constitute a defense or bar to the enforcement of such provisions.

14.13 Survival. Any provisions of this Agreement that are, by their nature continuing, will survive the expiration or termination of this Agreement, including, without limitation, Sections 1, 4, 8, 11,12,13, and 14.

SCHEDULE B - SERVICE SCHEDULE

The services provided by Official Payments are described in accordance with this Service Schedule and are subject to and governed by the terms and conditions of the Agreement. Attached to this Service Schedule and incorporated by reference into the Agreement is the **Fee Schedule**, which lists the fees to be paid to Official Payments by the Customer and/or Client for the Services.

☒ **Electronic Check Services:** Official Payments accepts electronic payments from personal and business checking and savings accounts.

☒ **Credit Card Services:** Official Payments accepts electronic payments from Customers using a major credit card, including VISA®, MasterCard®, American Express® and Discover®.

☒ **Debit Card Services:** Official Payments accepts electronic payments from Customers using a debit card, which may include VISA and MasterCard.

☐ **MoneyGram®:** Cash payments are accepted at remote walk-up locations through Official Payments' partnership with MoneyGram, a leading global remittance company and expedited cash payment provider. With a presence inside major retail locations in the United States as well as thousands of its own payments centers, MoneyGram is a convenient payment channel.

☒ **Point-of-Sale (POS):** Official Payments offers over-the-counter payment capability through its virtual terminal application which can turn any Internet-enabled Client computer into a POS payment processing station. It provides Client staff a streamlined process for making payments on behalf of Customers.

In POS transactions, Client personnel act as an agent of Customer in making the payment and not as agent of Official Payments in processing the payment. Client personnel are responsible for providing all consumer disclosures and notices to Customer, including but not limited to the amount of the service fee and the right of the Customer to cancel the transaction before it is finalized.

☐ **IVR (Interactive Voice Response):** Official Payments offers hosted payments by telephone either through its standard IVR entry point (800-2PAYTAX) or a customized IVR solution which requires custom development at a cost to the Client. IVR systems are backed by the same security and reliability built into the Internet model to protect Customers and their sensitive data. IVR-based payments are integrated with the same reports generated for Web-based payments providing a single source for all payment information. All text messages and prompts are user-friendly and designed to collect the necessary information to identify and reconcile the collected payments. The IVR script can be presented in both English and Spanish.

SCHEDULE C - FEE SCHEDULE

Additional Payment Terms

Any fees owed by Client and not debited by Official Payments in accordance with section 4 of the Agreement are due and payable within ten (10) days of the date of invoice. Fees and other charges owed to Official Payments and not paid when due will bear interest of 1.5% per month, but in no event more than the highest rate permitted by law. Official Payments may issue a Change Order from time to time which Change Order may contain changes to the Services, new Services, changes to the fees, and/or other modifications to this Agreement. Such Change Orders and the changes issued in the Change Order shall become effective as provided in section 14.2 of this Agreement.

A. Electronic Check ("eCheck") Fees

eCheck Processing – Bank routing/transit numbers will be validated for all electronic check transactions using a commercially available service. This service does not detect any of the following: the validity of the specific account number identified in the Payment Transaction; the availability of sufficient funds to cover the pending Payment Transaction; and/or any subsequent withdrawal of funds.

Service Fees to be charged to Customer by Official Payments:

$ 1.00 less than or equal to $5000.00
$ 1.00 greater than $ 5000.00 , per Payment Transaction for the following payment types:

Fees to be charged to Client by Official Payments:

Absorbed Fees:

$ N/A less than or equal to $ N / A
$ N/A greater than $N/A, per Payment Transaction for the following payment types:

Utility Payments; Permit Payments

Set-up Fee: $ 0.00

Return Fee*:*

$5.95 as a Returned Transaction Fee for each Returned Transaction. Official Payments will not represent the returned item to the depository institution identified by Customer in the Payment Transaction.

B. Credit/Debit Card Fee Schedule

<u>Service Fees to be charged to Customer</u>:

$1.95 per Payment Transaction, when credit cards are used. Client selected fees do not include American Express usage for the following payment types:

Utility Payments

$1.00 per Payment Transaction, when debit cards are used for the following Payment Types:

Utility Payments

$3.95 per Payment Transaction, when credit cards are used. Client selected fees do not include American Express usage for the following payment types:

Permit Payments

$1.95 per Payment Transaction, when debit cards are used for the following Payment Types:

Permit Payments

<u>Absorbed Fees to be charged to Client by Official Payments:</u>

N/A

C. MoneyGram

N/A

D. Point-of-Sale (POS)

Service Fees: Same as Electronic Check and Credit/Debit Card Fee Schedules above.

Absorbed Fees: N/A

E. IVR (Interactive Voice Response)

N/A

An IVR service charge of $ N/A *to be paid by the Customer, regardless of whether the underlying fee is a Service Fee or an Absorbed fee. Customer will be advised of the additional IVR service charge before the transaction is finalized*

Draft for Council Approval-3-5-2015

SUBDIVISION ENTRANCE MAINTENANCE POLICY

I. Purpose

The purpose of this policy is to identify the City's stance regarding the repair and/ or replacement of subdivision entrance signs and support walls within the city's Right-of-Way (ROW); the maintenance and/ or replacement of said signs and/ or support walls; and the addition of new features such as lighting, fencing, irrigation, seasonal color, and annual plantings.

II. Policy

A. Standards.

The repair, replacement, or alteration of an existing subdivision entrance sign and/ or support wall shall adhere to the requirements identified within the Peachtree City Sign Ordinance. The Applicant shall coordinate with the Sign Administrator and/ or the City Planning Department to ensure the requirements of this ordinance are met.

B. Maintenance, repair and replacement of existing subdivision signs and/ or support walls.

The City shall maintain, repair and/ or replace all subdivision signs and/ or replacement walls within the city Right-of-Way (ROW) only and not under the jurisdiction or maintained by an established Homeowner's Association (HOA) in accordance with the following:

1. **Repair:** Repair and maintenance of current signage shall always be considered as the first option for the city's maintenance program. Repair shall be limited to repainting the monument sign, sign panel and/ or the individual letters affixed to the support walls identifying the name of the subdivision no more than once every five (5) years. A standardized palette of paint colors shall be maintained by the Sign Administrator and/ City Planning Department and shall be used to repaint existing signs.

2. **Removal and/ or replacement:** Should an existing sign become damaged or deteriorated beyond economic repair, as determined by Public Services Director, the city shall remove and dispose of said sign. The sign shall then be replaced at an amount not to exceed **$3,500** per subdivision in accordance with the following:

   - Signs shall be replaced in accordance with a standardized sign ~~template~~ as determined by the City Planning Department to include material, color, shape, size and font.

   - Monument signs shall include the replacement of the sign panel and/ or the individual letters affixed to the monument sign. The sign panel shall be similar in size to what was removed, or shall adhere to a standardized sign template as determined by the City Planning Department, to include color, shape, size and font.

   - Replacement of the sign panel and/ or the individual letters shall not include any repairs to the monument structure itself. Should it be determined that the monument structure itself is damaged or deteriorated beyond economic repair, as determined by Public Services Director, the city shall remove and dispose of said monument structure and replace the monument sign with freestanding standardized sign as determined by the City Planning Department to include material, color, shape, size and font.

3. **<u>Upgrade and/ or replacement:</u>** In the event that a subdivision sign is located within the city ROW **and** ~~Should~~ a group of homeowners within a subdivision with or without an HOA~~out an established HOA~~ desire~~wish~~ to replace their subdivision sign with something different than current signage,~~current signage~~ or different than the standardized sign template as determined by the City Planning Department, the following information shall be submitted to the City Planning Department and Public Service Department for consideration:

   a) **<u>Petition:</u>** A petition containing the signatures of not less than fifty (50) percent plus one (1) of the registered property owners within the subdivision, as identified by the most recent information available from the Fayette County Tax Assessor's Office. Signatures from renters shall not be deemed as consent.

      The petition shall include language indicating those signing are aware that all design and construction costs, and <u>future maintenance responsibilities of signage and surrounding landscaping</u> to include pruning of plants, mulching of plant beds, irrigation systems, lighting, etc. , are the sole responsibility of the established HOA or the group of homeowners within the subdivision.

   b) **<u>Sign design:</u>** A detailed drawing of the proposed sign, prepared in accordance with the standards identified within the Peachtree City Sign Ordinance, to include material and color selection.

   c) **<u>Landscape plan:</u>** A landscape plan identifying the exact location of the proposed sign and all landscaping enhancements.

   d) **<u>City Council Approval</u>**: Upgrades and replacements beyond the standard sign replacement of the city shall require prior approval of City Council.~~Should a group of homeowners within a subdivision, without an established HOA, desire to assume responsibility for maintenance, they may do so only after requesting ownership and maintenance responsibilities from city council~~. Should city council approve this request, the group of homeowners may be eligible for a **$3,500 grant** per sub-division, based upon budgeted funds. If the City Council approves and authorizes the grant~~,~~ the group of homeowners within a subdivision shall become solely responsible for all maintenance and repair costs of associated signage and landscaping of the subdivision entrance. The city shall not participate in any maintenance responsibility or utility costs associated with subdivision entrances.

C. Maintenance, repair and replacement of existing landscaping, irrigation and lighting.

1. **<u>Current Landscaping:</u>** The city shall maintain plant material and landscape mulch at the subdivision entrances. Any new and/ or additional plant material that is above and beyond what was initially approved and accepted by the city shall be approved in advance by the City Landscape Architect and/ or the Public Services Director, and shall be paid for and maintained at the sole expense of the established HOA or group of homeowners within a subdivision.

2. **<u>Current Irrigation systems:</u>** It is understood that some subdivision entrances may have included underground irrigation systems that at one time were maintained by the city. As of this date,

the city shall no longer operate, maintain and/ or repair these systems. It is further understood these systems shall remain in place, but for all intensive purposes, shall be considered as abandoned.

Should an established HOA or group of homeowners within a subdivision desire to assume responsibility for these systems, they may do so only after requesting ownership and maintenance responsibilities from city council. Should city council approve this request, the established HOA or group of homeowners within a subdivision shall become solely responsible for all maintenance and repair costs associated with the irrigation system. The city shall not participate in nor shall they assume payment of any utility bills associated with the maintenance of these systems.

3. **Current Sign lighting:** It is understood that some subdivision entrances may have included overhead or directional lighting to illuminate the subdivision sign. As of this date, the city shall no longer operate, maintain and/ or repair these systems. It is further understood these systems shall remain in place but ~~for all intensive purposes,~~ shall be considered as abandoned.

   Should an established HOA or group of homeowners within a subdivision desire to assume responsibility for these fixtures, they may do so only after requesting ownership and maintenance responsibilities from city council. Should city council approve this request, the established HOA or group of homeowners within a subdivision shall become solely responsible for all maintenance and repair costs associated with the lighting. The city shall not participate in nor shall they assume payment of any utility bills associated with the maintenance of these systems.

Attachment: Petition Document

Petition for Acceptance of Subdivision Maintenance Responsibility

We the undersigned desire to replace or make upgrades to the subdivision entrance for:

______________________________ **(Subdivision Name)**

As registered property owners within the subdivision and as indicated by the signatures below, we understand that we will become solely responsible for design and construction costs of signage and future maintenance responsibilities of signage and surrounding landscaping to include pruning of plants, mulching of plant beds, irrigation systems, lighting, etc.. We further understand that the city will no longer participate in any maintenance responsibility or utility costs associated with the subdivision entrances.

Signature	Printed Name	Property Address	Date

City Council of Peachtree City
Agenda
March 5, 2015
7:00 p.m.

I. Call to Order

II. Pledge of Allegiance

III. Announcements, Awards, Special Recognition
Proclamation – Student Painters Day

IV. Public Comment

V. Agenda Changes

VI. Minutes
February 19, 2015, Regular Meeting Minutes

VII. Consent Agenda
1. Consider Elimination of Administrative Assistant Position & Replace with Staff Assistant – Police Department
2. Consider Approval of Service Agreement with Official Payments Corporation – Online Payment Service Provider – Agreement under legal review, will be ready early next week

VIII. Old Agenda Items

03-14-04	Consider Subdivision Entrance Sign Replacement Policy – Policy under legal review, will be ready next week
09-14-08	Facilities Bond Update
02-15-07	Consider Lake Peachtree Dam/Spillway Expenses – Waiting for information
02-15-09	Public Hearing – Consider Rezoning, GC General Commercial to LUC-26 Limited Use Commercial, Dolce – Peachtree Atlanta (Great Wolf Lodge of Georgia, LLC), 201 Aberdeen Parkway – Applicant has requested to continue to March 19

IX. New Agenda Items

03-15-01	Consider Bids for Pacers Walk Drainage Improvements – Brent Scarbrough and Company Inc.
03-15-02	Consider Bids for Preston Chase Drainage Improvements – Ronnie D. Jones Enterprises
03-15-03	Consider Changes in Full-time & Part-time Headcount in Buildings & Grounds – Public Services

X. Council/Staff Topics

XI. Executive Session

XII. Adjourn

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

City Council of Peachtree City
Meeting Minutes
February 19, 2015
7:00 p.m.

The Mayor and Council of Peachtree City met on Thursday, February 19, 2015, at City Hall. Mayor Vanessa Fleisch called the meeting to order at 7:00 p.m. Other Council Members attending: Terry Ernst, Eric Imker, and Mike King. Kim Learnard was out of town and unable to attend.

Announcements, Awards, Special Recognition

Mayor Fleisch acknowledged the McIntosh High School Boys Basketball Team, who had an undefeated season at the time of the meeting. Fleisch introduced Police Cpl. Justin Mobley and the City's newest K9 officer, Midas. Proclamations were read for DeMolay Month, 100th anniversary of Kiwanis International, and Small Business Week. The graduates of the most recent Citizens Fire Academy were recognized.

Public Comment

County Commissioner David Barlow, who represented District 1, noted that a portion of Peachtree City was in his district. He had attended the February 9 Planning Commission meeting and had heard comments regarding his attendance. He wanted to make sure residents he represented them and was always available to them. He appreciated the dialogue with Council.

Minutes

February 5, 2015, Regular Meeting Minutes

Fleisch noted there was an addition to the dais – a staff correction to page 8 of the minutes. King moved to approve the February 5, 2015, regular meeting minutes with the corrections on page 8. Ernst seconded. Motion carried unanimously.

Monthly Reports

Imker recognized Walmart for its $1,000 donation to the Police Department. Fleisch noted Walmart had donated to the Christmas toy drive.

Consent Agenda

1. **Consider Qualifying Location Permit – Tennis Center, 10 Planterra Way**
2. **Consider Letter of Intent – Trinity Overlook Commercial Development, SR 54 West**
3. **Consider Appointment to Convention & Visitors Bureau – Vendo Toming**
4. **Consider Agreement for Ambulance Billing Collection – Commercial Acceptance Company**
5. **Consider Facility Use Agreement – Southside Cycling Club**
6. **Consider Approval of Clinical Agreement with West Point Fire Department Paramedic Academy**

King moved to approve Consent Agenda items 1 – 6. Ernst seconded. Motion carried unanimously.

Old Agenda Items

03-14-04 Consider Subdivision Entrance Sign Replacement Policy

Community Services/Public Services Director Jon Rorie went over the draft policy with Council, noting that the City would maintain the signs on a five-year cycle, with the first option always being to repair the sign. Wooden signs were the greatest maintenance burden on the City. The replacement cost for signs would be limited to $3,500, and the new sign would be the City's template sign. If a subdivision wanted a more enhanced sign, the residents could file a petition with Council with a least 50% plus one of homeowners in agreement to take ownership of the sign, which would allow the City to co-produce the service, providing a minimum standard and allowing residents to pay for more if they chose to do so. Citizens would need to bring anything over the minimum standard to Council for consideration.

Ernst asked what the time frame would be for residents without homeowners associations (HOAs) to replace the sign on their own. Rorie said the plan was to create a flyer to send to residents in a subdivision whose sign was due for maintenance, so everyone would know the options. Information would also be put on the web site. Once the residents made a decision and the required signatures were obtained, Rorie said it should not take more than 90 days to bring a request to Council and have the work done.

Imker noted that the City had 41 HOAs that maintained their signs, and the City maintained 171 signs for other subdivisions. He asked if the policy, as written, had only the 171 signs as part of the five-year cycle. He noted the costs for repairs, if contracted out, were $3,500, but the work could be done by the City for $1,000. Imker continued that there was $25,000 in the Public Works budget for sign maintenance, asking if that amount of funding would continue. Rorie said it would, and he did not foresee spending more, adding the policy stated "based on funding availability."

Imker said the cost to replace all 90 wood/stucco signs would be $315,000. He asked if the standard replacement sign was a masonry sign. Rorie said it was a foam sign, saying there were some limitations based on the footprint at a subdivision. The sign would have to match the footprint. Imker asked what the lifetime was for the new foam signs. Rorie said wood signs usually had to be replaced. The foam signs had a long life if maintained properly.

Imker addressed the fairness of having HOAs maintain their own signs, noting those residents paid taxes too, and their tax money would be used to pay for signs in other subdivisions. He asked how the fairness issue would be addressed. Rorie agreed that it was an equity issue. He did not have an answer, which was a reason a policy was needed. Imker said he wanted to be as fair as possible, saying the HOAs should benefit with a grant of $3,500 when it came time to replace their signs.

Fleisch asked if the City had ever had this type of policy before. Rorie said it had not. Fleisch said there were many signs across the City that were showing wear. She noted one subdivision that had replaced its signs a few years ago, saying the two entries were very elaborate. An HOA could replace its signs more quickly than waiting for the City to have a policy, and many signs had been replaced. She noted her subdivision, which was 23 –24 years old, saying the sign could have been replaced when the stucco started coming off if they had an HOA. Rorie said he understood the question of equity, but he did not have a good answer. It was difficult for staff to come up with a solid answer.

Ernst said there was a paragraph in the policy that stated, "Should a group of homeowners within a subdivision, without an established HOA, desire to assume responsibility for maintenance, they may do so only after requesting ownership and maintenance responsibilities from city council. Should city council approve this request, the group of homeowners may be eligible for a $3,500 grant per sub-division..." He asked if HOAs could also be allowed to ask for a grant when it was time to replace their signs. Rorie said they could, depending on fund availability.

Imker said that was what where he wanted, to be able to provide the HOAs an opportunity for a grant for up to $3,500 when the time came.

Rorie said that was the purpose for the policy, so they could have this discussion. There were already subdivisions maintaining their own signs. This was a problem 50 years in the making. There was always a better approach when the City and residents co-produced and residents took pride in ownership of their subdivision entrances. Rorie said he would like to add the verbiage discussed into the policy, have it reviewed by the City Attorney, and then bring it back.

Imker moved to continue the consideration of the subdivision sign entrance policy to the March 5 meeting. King seconded. Motion carried unanimously.

New Agenda Items

02-15-08 Public Hearing – Consider Rezoning, GI to LUI-3, Osmose Utility Services, SR 74 South

Senior Planner David Rast noted the 16.6-acre tract located on SR 74 South, known as the South 74 Industrial Park, was owned by South-Tree Enterprises, the applicant. Rinnai was located to the north of the tract, and the 665 Hwy 74 industrial building (also known as the Tiernan-Patrylo building) was to the south. To the east, the tract had access to SR 74, and the CSX rail line abutted the property to the west. Osmose Utility Services was developing a portion of the tract, and the developer/owner wanted to subdivide the remaining land.

Rast continued that the owner was working on funding for the development and had looked at the subdivision process. To subdivide the property, the individual lots would have to meet the setbacks established within the specific zoning district. After discussions with the City Attorney, it was determined a rezoning from General Industrial (GI) to Limited Use Industrial-3 (LUI-3) was the cleanest way to accomplish what the developer wanted to do. Rast continued that the current GI setbacks would apply to the perimeter of the property, but not to the inside portion of the tract. The Planning Commission public hearing was held on February 9, and the Planning Commission and staff recommended approval with three conditions:

1. *Approval of the rezoning shall not include approval of any site enhancements or improvements.*
2. *Any new development on the site shall comply with the established site plan submittal requirements.*
3. *The applicant shall coordinate with City staff to ensure notes related to the site access, parking, stormwater, and utility easements are properly addressed and included on the final plat.*

Chuck Ogletree of South-Tree Enterprises addressed Council, saying a road on the tract went from east to west, bisecting the tract. The Osmose portion was located to the south of the road, and the northern portion of the tract was open. He had been talking to several potential candidates, and the rezoning would make it easier to subdivide the tract and give more options.

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

There were no comments from Council.

Ernst moved to approve agenda item 02-15-08 Consider Rezoning, GI to LUI-3, Osmose Utility Services, SR 74 South with the three conditions. King seconded. Motion carried unanimously.

02-15-09 Public Hearing – Consider Rezoning, GC General Commercial to LUC-26 Limited Use Commercial, Dolce – Peachtree Atlanta (Great Wolf Lodge of Georgia, LLC), 201 Aberdeen Parkway

Fleisch reported that the applicant had asked to continue the public hearing until March 5.

Rast said the applicant might ask to continue the public hearing as far out as March 19, but they were not certain at this time. If that were to happen, the hearing would need to be re-advertised.

Imker said he had checked with City Attorney Ted Meeker prior to the meeting, and Council was allowed to discuss the item before continuing it, but they could not make up their minds on how to vote. He said if the plan came back with variances and changes on March 5, then he would ask the applicant to go back to the Planning Commission with the new plan. He did not want to vote on a change in the plan when he had no idea how the Planning Commission felt about the changes. To save a step, he asked that the applicant consider taking the plan with any changes back to the Planning Commission before coming to Council for a decision.

King moved to continue agenda item 02-15-09 Public Hearing – Consider Rezoning, GC General Commercial to LUC-26 Limited Use Commercial, Dolce – Peachtree Atlanta (Great Wolf Lodge of Georgia, LLC), 201 Aberdeen Parkway to March 5. Imker seconded. Motion carried unanimously.

02-15-10 Discuss/Consider Official Staff Direction to Propose State Legislation Permitting Municipal Elections in Even-numbered Years

King noted that he had discussed this issue during his campaign, and proposed the City should consider changing the election cycle from odd-numbered years to even-numbered years to match the national and state elections specifically to enhance voter turn-out. He noted that voter turnout in 2014 was 61% compared to 22.7% for the municipal election in 2013. In 2012, 78.92% came out to vote in the presidential election, but only 19% came out in 2011. In 2010, 60% voted compared to 22% in 2009. In 2008, another Presidential election year, the turnout had been 89%.

King said it was not Council's purpose to force people to vote, but the City could make the opportunity more available to the majority of voters. The terms would continue to be staggered at two years, but the proposed change had to go to the state legislature through the City's legislative liaisons. He had timed his request so it would not happen this year, so the next Council would have to decide whether to extend or reduce their terms. A voter referendum would also be needed to shorten or extend Council terms. The onus of the decision would be on the citizens.

King continued that a better voice was needed in electing people to Council, asking Council to allow staff to move forward with the proposed legislation so the City could make a decision next year.

Imker agreed with King, saying he would like to see greater participation in local elections. He clarified the steps that would be required to get the referendum on the ballot.

Meeker said any act to change the election cycle required legislative action first, and a referendum would be needed to shorten or extend Council terms from four years to three. Imker clarified that would only be for one cycle. Meeker said that was correct, adding the changes to the terms would get all Council Members on an even-year cycle. If the legislation had been proposed earlier, then the changes in the terms could be in effect for the November election, and the remaining posts could run for three year terms in 2017 to get the City on the even-year election cycle, without the need for a referendum on terms. If the election was for four-year terms, then the terms of office would have to be shortened, requiring a voter referendum.

King said his preference was to shorten the terms. Imker agreed. Imker asked if the legislation could be submitted to the legislative delegation this year. Meeker said it would have to be submitted by crossover day, which was day 30 of the legislative session. He did not know which day they were on.

King said he did not see anything happening this year, but they should definitely look at the proposal to increase voter participation. Imker said it would also give time to get citizen feedback now that it had been publicly announced.

Fleisch asked if Council wanted staff to spend time on this proposal. Imker said he wanted to wait a few weeks to give some time for citizen feedback. The newspaper articles should evoke some response. Meeker had looked on the General Assembly's calendar and day 19 or 20 had just been completed, saying there might be time to get something done this year. Council consensus was to wait.

King moved to continue agenda item 02-15-10 Discuss/Consider Official Staff Direction to Propose State Legislation Permitting Municipal Elections in Even-numbered Years to April 2. Ernst seconded. Motion carried unanimously.

Council/Staff Topics

City Manager Jim Pennington reported that the dredging process on Lake Peachtree had begun. The gravel had been put down for the curb cut onto SR 54, and 6,000 – 8,000 truck trips were expected. He added that staff had been told to be prepared to deal with complaints as nicely as possible. The temporary repair for the spillway was also moving forward, and there might be water in the lake this summer.

Pennington continued that Learnard had asked staff to meet with the Wilksmoor developers, and that meeting had been held February 9. It had been very productive. There were a lot of moving pieces when dealing with a potential buyer and two developers of property, and things looked very good. Kolter Homes was in the final negotiations to purchase the property owned by Brent Scarbrough and Company. Scarbrough was working on the relationship with CSX Railroad, and it should be taken care of soon. A lot of information had been presented in the meeting report sent to Council, and staff was ready to meet with Council in two by twos.

Imker said he would like to schedule a meeting with staff to discuss the CSX item. Council had signed an agreement in November, and he did not think there were any more actions required from Council's point of view, except an issue left dangling regarding tunnels under MacDuff Parkway. Imker continued that he understood there had been negotiations at the February 9 meeting to implement at-grade crossings on one of the tracts and to complete the connection of the tunnel already under MacDuff to the service road along SR 54. Pennington said that had been part of the discussions. Staff was concerned about the lower end and making sure it all worked out. The upper end had become a concern because of the low-lying area and a place for a tunnel entry. There were issues on the west end of MacDuff, and staff was trying to pull everything together for the golf carts.

Imker said he did not want Council to hold up completion of the parkway, agreeing with other members in recent e-mails. He wanted to understand when the trade would be made formally if it were to happen. Pennington said the trade had technically happened in 2008 when it was recorded there would be no tunnels on that end of the parkway. Staff was trying to take what Council had discussed and put it into a better picture. The tunnel for the parkway extension was off the table. Imker said that was a difference of opinion, but he liked the idea of a trade. Pennington said staff had been working toward that.

Executive Session

King moved to convene in executive session at 8:00 p.m. to discuss personnel and threatened or pending litigation. Ernst seconded. Motion carried unanimously.

King moved to reconvene in regular session at 8:55 p.m. Ernst seconded. Motion carried unanimously.

There being no further business, Ernst moved to adjourn the meeting. King seconded. Motion carried unanimously. The meeting adjourned at 8:56 p.m.

Pamela Dufresne, Deputy City Clerk

Vanessa Fleisch, Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: James Pennington, City Manager
Captain Stanley Pye, Interim Police Chief
Paul Salvatore, Financial Services Director P.S.

FROM: Ellece Brown EB
Director, HR & Risk Management

DATE: February 27, 2015

SUBJECT: **Consider Elimination/Replacement of Position in the Police Department March 5, 2015, City Council Meeting**

Recommendation

Staff recommends eliminating the Administrative Assistant position (Salary Grade 12) in the Police Department and replacing it with a Staff Assistant position (Salary Grade 10) effective upon the retirement of the incumbent employee on April 3, 2015.

Discussion

The current organizational structure of the administrative staff in the Police Department includes two (2) Staff Assistants reporting to an Administrative Assistant who reports to a Police Lieutenant and an Administrative Coordinator reporting directly to the Chief of Police. Given the notice of retirement received recently from the current Administrative Assistant, City staff evaluated the need for two levels of first-line supervision for the two Staff Assistants. With the reorganization of job responsibilities, the elimination of supervisory responsibilities of the Administrative Assistant position, and the goal of making the Staff Assistants and the Administrative Assistant positions interchangeable, City staff developed one job description which maintains the title of Staff Assistant (Police) for all three positions which gives the department more flexibility and eliminates a redundant level of supervision.

The new job description (see attached) has been evaluated by Human Resources according to the Factor Evaluation System as established by our compensation plan. It is recommended that the position be placed at a Salary Grade 10.

Budget Impact

Given that the replacement position (Staff Assistant) will be two salary grades below the current position (Administrative Assistant), the annual budget impact will be a savings of approximately $20,217.

PEACHTREE CITY
PLAN TO STAY™

Staff Assistant – Police

PD/13

Police Department

Reports To: Police Lieutenant

Salary Grade: 10
Job Code: 592

FLSA Status: Non-Exempt
Date: February 25, 2015

JOB SUMMARY

This position provides customer service at the front desk of the Police Department and performs technical duties in the maintenance of department records.

ESSENTIAL FUNCTIONS

- Answers telephone and greets visitors; provides information and assistance; prints requested reports; receives expungement paperwork, house watch requests, and open records requests; and accepts payments.

- Enters citations issued by police or code enforcement.

- Enters E-Forms data; files related records.

- Provides support to the Criminal Investigation Division as assigned; prepares correspondence; maintains files and records; enters warrant and other data; and prepares regular and special reports.

- Provides support for court operations as needed; enters data; maintains case files; and processes motions for the City Solicitor.

- Processes Alcohol Beverage Handling permit applications; runs background checks; schedules appointments; receives payments; and issues permits.

- Maintains, updates, and files reports, records, and other data.

- Processes criminal history background checks for prospective employees and volunteers as assigned.

- Assists in processing applications for employment.

- Serves as Terminal Agency Coordinator for GCIC and NCIC databases as assigned; maintains warrant files; maintains stolen vehicle/article entries; submits monthly Uniform Crime Reports; and administers GCIC training to department personnel.

- Administers the department records room as assigned.
- Processes record expungements as assigned.
- Processes open records requests as assigned.
- Researches data and prepares department crime reports as assigned.
- Performs related duties.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of modern office practices and procedures.
- Knowledge of City and departmental policies and procedures.
- Knowledge of GCIC and NCIC policies and procedures.
- Knowledge of computers and job-related software programs.
- Knowledge of records management guidelines.
- Knowledge of open records laws.
- Skill in prioritizing and organizing work.
- Skill in the provision of customer service.
- Skill in the maintenance of files and records.
- Skill in the use of such office equipment as a computer, scanner, fax machine, and copier.
- Skill in oral and written communication.

SUPERVISORY CONTROLS

The Police Lieutenant assigns work in terms of general instructions. The supervisor spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the final results.

GUIDELINES

Guidelines include City and department policies and procedures, NCIC and GCIC regulations, Georgia Open Records laws, and Georgia records retention guidelines. These guidelines are generally clear and specific, but may require some interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work consists of related technical and customer service duties. Frequent interruptions contribute to the complexity of the position.

- The purpose of this position is to perform technical duties in the maintenance and processing of department records. Successful performance contributes to the efficiency and effectiveness of department operations.

CONTACTS

- Contacts are typically with co-workers, other City employees, representatives of other law enforcement agencies, court personnel, and members of the general public.

- Contacts are typically to give or exchange information, resolve problems, and provide services.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed while sitting at a desk or table or while intermittently sitting, standing, or stooping. The employee occasionally lifts heavier objects, such as boxes of files, weighing approximately 25 pounds, and climbs ladders.

- The work is typically performed in an office.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

None.

MINIMUM QUALIFICATIONS

- Ability to read, write, and perform mathematical calculations at a level commonly associated with the completion of high school or equivalent.

- Sufficient experience to understand the basic principles relevant to the major duties of the position usually associated with the completion of an apprenticeship/internship or having had a similar position for one to two years.

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

CITY OF PEACHTREE CITY
INTEROFFICE MEMORANDUM

TO:	**Mayor and Council Members**
VIA:	**James L. Pennington, City Manager**
FROM:	**Paul Salvatore, Financial Services Director** P.S. **Kelly Bush, Assistant Finance Director** KB
DATE:	**February 27, 2015**
SUBJECT:	**Online Payment Service Agreement** ***March 5, 2015 City Council Agenda***

Recommendation

Staff recommends that City Council approve the attached service agreement with Official Payments Corporation and the associated fee schedule below.

Discussion:

As part of the new ERP (Enterprise Resource Planning) software system, and as an added benefit to our citizens and customers, the city plans to begin accepting online payments for Stormwater bills, building permits, and business licenses. The new ERP software vendor, BS&A, already has a working integration in place for Official Payments Corporation, so this falls under the brand-name provisions of the city purchasing ordinances. As you will note from the fee schedule below, the prices are very reasonable and the flat rate works out to be less than a percentage based fee. Official Payments is also the WEB-based payment processor for numerous state agencies, including all Georgia County tag renewals. They are also the payment processor for the Internal Revenue Service, as well as over 3,000 municipalities and other local government agencies across the nation.

Fee schedule

Stormwater Bills

- Electronic check - $1.00 per transaction
- Debit card - $1.00 per transaction
- Credit card - $1.95 per transaction

Building Permits and Business Licenses

- Electronic check - $1.00 per transaction
- Debit card - $1.95 per transaction
- Credit card - $3.95 per transaction

Budget Impact

These fees are just a pass-through user fees that will only be assessed for those who chose to use the service. Therefore, there will be no budget impact.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor and City Council**
VIA:	**James Pennington, City Manager** **Paul Salvatore, Finance Director** P.S.
FROM:	**Jonathan N. Rorie, Public Service Director**
DATE:	**February 27, 2015**
SUBJECT:	**Facility Authority Bond Project Status** ***March 5, 2015 City Council Meeting***

Discussion

During the FY 2015 budget process City Council approved Facility Bond Funding for thirty-five (35) projects. To date, staff has completed six (6) projects and four (4) projects are in various stages of the completion. Currently, we are approximately $100,000 under budget. Moving forward, staff will provide a presentation detailing project status and additional funding recommendations for other projects during the March 5, 2015 City Council Meeting as illustrated below.

Additional Project Funding Transfers

- Additional Playground Equipment- Grant Acceptance in the amount of $10,000
- Tennis Center Covered Courts Lighting Upgrades- NTE $25,000

Budget Impact

Sufficient funds have been appropriated and designated to cover these bond projects.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager
Community Services Director

FROM: Senior Planner David

DATE: February 26, 2015

SUBJECT: **Public Hearing: Consider Request to Rezone the 38.4-acre Dolce – Peachtree Atlanta tract located at 201 Aberdeen Parkway from GC General Commercial to LUC-26 Limited Use Commercial, to include a Variance to Section 916.2 of the Transition Yard Buffer Ordinance.**
March 5, 2015 City Council Agenda

The Applicant has requested that the Public Hearing to consider this request be continued to the March 19, 2015, City Council meeting.

A revised Legal Ad with the new meeting date has been prepared and submitted to the local paper.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor and Council Members**
VIA:	**City Manager** **Financial Services Director** PS. **Purchasing Agent** **Public Services Director**
FROM:	**Stormwater Manager**
DATE:	**February 20, 2015**
SUBJECT:	**Pacers Walk Drainage Improvements** ***March 5, 2015 City Council Agenda***

Recommendation

Staff recommends that City Council award the bid for the Pacers Walk Drainage Improvements to Brent Scarbrough & Company, Inc. for their unit cost base bid amount of **$129,866.20.**

Discussion:

The existing storm drainage system between Pacers Walk and Saddlebrook Drive has structurally failed resulting in the development of significant sinkholes along the pipe alignment. In response to the pipe failure, the City developed construction plans to replace the damaged pipe system and solicited unit cost bids from qualified contractors to perform the replacement work. The results of this bid are as follows:

Brent Scarbrough and Company, Inc.	**$129,866.20**
Ronnie D. Jones Enterprises	$137,847.30
Site Engineering, Inc.	$155,826.90
Crawford Grading	$169,122.73
Summit Construction	$174,353.56
Layne Inliner	$226,285.15

Based on these bids, staff recommends the award of this project to Brent Scarbrough and Company, Inc. for their unit cost base bid of $129,866.20.

Budget:

Staff recommends that the $129,866.20.00 be funded from the Stormwater Project Account 521-4250-521245

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor and Council Members**
VIA:	**City Manager** **Financial Services Director** P.S. **Purchasing Agent** **Public Services Director**
FROM:	**Stormwater Manager**
DATE:	**February 20, 2015**
SUBJECT:	**306 Preston Chase Drainage Improvements** ***March 5, 2015 City Council Agenda***

Recommendation

Staff recommends that City Council award the bid for the 306 Preston Chase Drainage Improvements to Ronnie D. Jones Enterprises for their unit cost base bid amount of **$135,625.00.**

Discussion:

306 Preston Chase has experienced structural flooding in the past. The flooding issues were attributed to insufficient runoff conveyance capacity of the existing storm drainage system. In response to the issues, the City developed construction plans to replace the undersized storm drainage pipes and solicited unit cost bids from qualified contractors to perform the replacement work. The results of this bid are as follows:

Ronnie D. Jones Enterprises	**$135,625.00**
Brent Scarbrough & Company, Inc.	$146,582.00
Site Engineering	$149,745.00
Summit Construction	$154,665.33
Crawford Grading	$169,189.42
Layne Inliner	$183,609.95

Based on these bids, staff recommends the award of this project to Ronnie D. Jones Enterprises for their unit cost base bid of $135,625.00.

Budget:

Staff recommends that the $135,625.00 be funded from the Stormwater Project Account 521-4250-541914.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council**

VIA: **James Pennington, City Manager**
Paul Salvatore, Financial Services Director PS
Angela Egan, Purchasing Agent

FROM: **Jonathan Rorie, Public Services Director**

DATE: **February 27, 2015**

SUBJECT: **Personnel Changes in Buildings and Grounds**
March 5, 2015City Council Meeting

Recommendation: Approve the addition of three (3) Maintenance Technician I positions in the Building and Grounds Department (Salary Grade 9) and approve the re-classification one (1) B&G Crew Leader position(Salary Grade 14) to one(1) Maintenance Technician I Position salary Grade (Salary Grade 9).

Discussion: The FY 2015 budget proposal included three (3) additional personnel in the Building and Grounds Division. The FY 2015 budget was adopted without funding for the additional positions but with the caveat that staff could seek funding for the positions mid-year of the FY 2015 budget.

With the understanding that proposals should identify funding sources, I have assessed our current organizational structure, outsource contracts, and I am recommending a few organizational/Line Item transfers such as:

- Convert six (6) part-time Maintenance Tech I positions into three (3) full-time Maintenance Tech. I positions. ** In FY 2015, we have been unable to fill the positions.*
- Re-classify one (1) B&G Crew Leader position to a Maintenance Technician 1 position
- Eliminate outsource contracts for field fertilization and utilize internal personnel to accomplish the task.
- Provide $21,000 in Contract Labor
- Various line item funding supplies for additional work demands

Financial Impact Model

FY 2015 Expenses	
FY 2015 Add three(3) Full-time Maintenance Tech 1	
(Salary and Benefits for 6 months remaining in FY 2015)	$78,000
Contract Labor	$21,000
Uniform Costs	$1,800
Certification Pay	$2,500
Total FY 2015 Expenses	**$103,300**
FY 2015 Modifications/Transfers	
Crew Lead Reclassification	$11,500
Transfer from Part-Time to Contract Labor	$21,000
Transfer from Part-Time to Salary and Benefits	$97,500
Total FY 2015 Changes	**$130,000**
FY 2015 Net Budget Reduction	**$26,700**

FY 2016 Expenses	
FY 2016 Maintain three(3) Full-time Maintenance Tech 1	$155,500
Contract Labor	$21,000
Fertilization/Chemicals/Landscaping Supplies	$24,500
Uniform Costs	$1,800
Certification Pay	$2,500
Wide Area Sprayer(30')	$5,000
Ancillary Costs(Gas, small tool maintenance, etc)	$3,500
Total FY 2016 Expenses	**$213,800**
FY 2015 Modifications/Transfers	
Crew Lead Reclassification	$11,500
Eliminate Tru Green Contract	$56,208
Eliminate Part-Time/Temporary Funding Salary and Benefits	$139,000
Total FY 2016 Changes	$206,708
FY 2016 Net Budget Increase	**$7,092**

Budget Impact: Adequate funding is available in FY 2015 resulting in a budget surplus of approximately $27,000. In FY 2016, a budget increase of $7,000 will be necessary to fund the same level of service assuming modifications to our organizational structure as described.