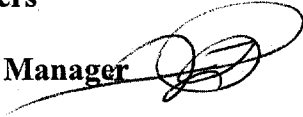


City Council of Peachtree City
REVISED AGENDA
December 6, 2012
7:00 p.m.

- I. Call to Order
- II. Pledge of Allegiance
- III. Announcements, Awards, Special Recognition
 - Recognize Police Department – 1st Place, Governor's Traffic Safety Challenge
 - Recognize CERT Graduates
- IV. Public Comment
- V. Agenda Changes
- VI. Minutes
 - November 8, 2012, Regular Meeting Minutes
- VII. Monthly Reports
- VIII. Consent Agenda
 - 1. Consider Designating December 31, 2012, as Employee Holiday
 - 2. Consider REVISED Development Agreement for The Gates
 - 3. Consider Surplus of Vehicles
 - 4. Consider Budget Amendments – Fiscal Year 2013
 - 5. Consider Official Intent Resolution – FY 2013 Budgeted Capital Equipment
- IX. Old Agenda Items
- X. New Agenda Items
 - 12-12-01 **Public Hearing – Consider Variance Request to Rear Building Setback**
604 Skipping Rock Lane ***Staff memo is ready**
Applicant desires to extend existing sunroom two feet into rear building setback
 - 12-12-02 **Public Hearing – Consider Variance Request to Sign Ordinance, My House Restaurant,**
2775 SR 54 W ***Staff memo is ready**
Applicant requests a variance to permit a wall sign larger than permitted by the sign ordinance and the SR 54 W Design Guidelines
 - 12-12-03 **Public Hearing – Consider Step One Annexation Request, Foot Pain, LLC, SR 54 East**
Request to allow applicant to proceed to Step Two and turn in annexation request for 4.398-acre tract
 - 12-12-04 **Public Hearing – Consider Amendment to Zoning Ordinance, Art. X, Sec. 1007,**
LI Light Industrial District
Proposed amendment to modify uses permitted within LI zoning district
 - 12-12-05 **Consider Bid for Bridlepath Stream Rehabilitation**
Recommendation to approve bid from Georgia Development Partners, LLC
 - 12-12-06 **Consider Bid for Shakerag Sewer Project**
Recommendation to approve bid from Site Engineering
 - 12-12-07 **Consider Bid for Janitorial Services**
Recommendation to award 2 bids – Building Maintenance Services and C&T Janitorial
 - 12-12-08 **Consider Bid for Mini Excavator**
Recommendation to approve bid from Lashley Tractor
 - 12-12-09 **Consider Bid for Recreation Administration Building Renovation**
Recommendation to award bid to Albion Scaccia
 - 12-12-10 **Discuss/Consider Hotel/Motel Tax**
Request to discuss/consider increasing hotel/.motel tax from 6% to 8%
 - 12-12-11 **Consider Intergovernmental Agreement to Back WASA Bonds**
Recommendation to approve preliminary form of agreement, which is under review by bond attorney
 - 12-12-10 **Discuss/Consider Ordinance Amendment – Reporting of Claims against Elected/Appointed Officials**
Proposed amendment to require reporting and approval by Council of third-party payments in claims
- XI. Council/Staff Topics
 - Hot Topics Update
- XII. Executive Session

CITY OF PEACHTREE CITY
INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: James L. Pennington, City Manager 

FROM: Paul J. Salvatore, Financial Services Director 

DATE: October 3, 2012

SUBJECT: Official Intent Resolution – FY 2013 Budgeted Capital Equipment
December 6 2012, City Council Agenda

Recommendation

Approve the attached Official Intent Resolution for financing of capital equipment budgeted in the FY 2013 PIP Budget.

Discussion:

It is necessary for Council to adopt this resolution prior to being reimbursed from capital equipment loan proceeds for any expenses associated with the purchase of equipment budgeted in the FY 2013 budget. The attached resolution details all the equipment that Council approved for capital equipment lease financing in the FY 2013 budget.

Budget Impact

OFFICIAL INTENT RESOLUTION

WHEREAS, the City of Peachtree City (the "City") expects to obtain financing (the "Obligations") through the Peachtree City Governmental Finance Corporation, Inc., in a principal amount not to exceed \$1,500,000 to finance the costs of acquiring a track hoe, asphalt spreader mechanical lift, Sand Pro, FD Command vehicle, medic unit, rescue boat, police cruisers, PD Command vehicle, PD vehicle video recorders, police motorcycle, computer system upgrades, wireless upgrades and citywide phone system (the "Project"); and

WHEREAS, the City has used or will use, before the issuance of the Obligations, moneys in its General Fund to pay expenditures related to the Project and reasonably expects to use proceeds of the Obligations to reimburse its General Fund for these expenditures; and

WHEREAS, Treasury Regulation Section 1.150-2 requires the City to declare its intent to use proceeds of the Obligations to reimburse its General Fund or moneys used to pay expenditures related to the Project;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Peachtree City, and is hereby resolved by authority of the same, as follows:

1. The City declares its intent to use proceeds of the Obligations to reimburse its General Fund for moneys used to pay expenditures related to the Project.
2. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED THIS _____ day of _____, 2012.

CITY OF PEACHTREE CITY

(SEAL)

By: _____
Donnie O. Haddix
Mayor

Attest:

Ann E. Tyler
City Clerk

STATE OF GEORGIA

FAYETTE COUNTY

CITY CLERK'S CERTIFICATE

I, **ANN E. TYLER**, City Clerk of the City of Peachtree City, **DO HEREBY CERTIFY** that the foregoing page constitutes a true and correct copy of an official intent resolution adopted by the City Council of the City of Peachtree City (the "Governing Body") at an open public meeting duly called and lawfully assembled at _____ p.m., on the _____ day of _____, 2012, the original of such resolution being duly recorded in the Minute Book of the Governing Body, which Minute Book is in my custody and control.

I do hereby further certify that the following members of the Governing Body were present at such meeting:

and that the following members were absent:

and that such resolution was duly adopted by a vote of:

Aye _____ Nay _____

WITNESS my hand and the official seal of the City of Peachtree City, this the _____ day of _____, 2012.

Ann E. Tyler
City Clerk

(SEAL)

POSITION PAPER

Proposed Variance: 604 Skipping Rock Lane
Lot 137, Wilshire Estates

Planning and Zoning Administrator
November 30, 2012

David

[Signature]

Situation:

Mr. Victor Soto and Ms. Laurie Greer ("Applicant") own the property located at 604 Skipping Rock Lane within the Wilshire Estates subdivision. The subdivision is zoned R-12 Residential and is designated as SFM Single-Family Medium on the city's Land Use Plan. The subject tract is 12,908 SF (0.30 acres) in size and is located on a cul-de-sac. A narrow, city-owned greenbelt separates the rear property line from the adjoining property.

The Building Permit for the existing home was issued on November 9, 2001. At the time the Building Permit was issued, it was noted that any extensions off of the rear of the home could not be constructed within the 30' rear building setback without first securing a variance.

The initial Building Permit included the construction of a deck and sunroom off the rear of the home. Because of the rear building setback, a corner of the sunroom was chamfered such that it did not encroach into the setback.

The Applicant is proposing an extensive renovation to the home, which would include a covered patio off of the basement level, a remodeled kitchen, family room and sitting area on the main living level, and a walk-out deck off of the master bedroom on the second level of the home.

As a part of the renovation, the Applicant desires to "square off" the rear corner of the sunroom which would cause a 2' encroachment into the required 30' rear building setback.

In order to permit this encroachment, the Applicant must first secure a variance from the city.

The variance application is included as Attachment "A".

Facts:

1. The Wilshire Estates subdivision is zoned R-12 Residential, which requires a minimum lot size of 12,000 SF.
2. The Wilshire Estates subdivision is designated as SFM Single-family Medium on the city's Land Use Plan.

Proposed Variance: 604 Skipping Rock Lane

November 30, 2012

Page 2

3. Lot 137 is located on a cul-de-sac and is 12,908 SF (0.30 acres) in size.
4. The R-12 zoning district requires a minimum rear setback of 30'. The existing structure complies with this setback.
5. The rear corner of the existing sunroom was chamfered approximately 2' to prevent the structure from encroaching into the rear building setback.
6. The Applicant desires to expand the rear of the home to include a new covered patio off of the basement level, a new sunroom and kitchen on the main level and a walk-out deck off of the master bedroom on the second level of the home.
7. The Applicant has provided letters of support from the adjoining property owners as well as the Wilshire Estates Homeowner's Association.

Review criteria:

Based on the review criteria established within Section 1207 of the city's Zoning Ordinance, City Council shall not grant the request 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 findings:

- The minimum lot width within the R-12 zoning district is 85'.
- The subject lot is located on a cul-de-sac and is considered "pie-shaped".
- The building setback was established at 44' from the front property line, as this is the point where the minimum lot width was calculated.
- The existing home is located 10.3' from one property line and 27.7' from the other property line.
- Most of the lots within the subdivision are rectangular in shape.

- (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 findings

- The R-12 zoning district requires a minimum rear building setback of 30'.
- The existing home, including the existing sunroom and rear deck, complies with this requirement.

Proposed Variance: 604 Skipping Rock Lane

November 30, 2012

Page 3

- While it could be argued the proposed renovations could be constructed within this same building envelope, the Applicant desires to "square off" the corner of the existing sunroom which would extend the lower covered patio and the upper walk-out deck.
 - The rear corner of the sunroom would extend 2' into the rear building setback.
 - Because of the angle of the sunroom in relation to the building setback, the overall encroachment would be approximately 3 SF.
- (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 findings

- Exceptional or extraordinary circumstances include the fact the lot is located on a cul-de-sac, the irregular shape of the lot, the increased front building setback, and the angle the home was constructed on the lot.
 - The proposed renovation and expansion as proposed could not be constructed as designed without first securing a variance.
- (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; and**

Staff findings

- The subject property is 0.3 acres in size.
 - The existing home was constructed within the established building setbacks.
 - The rear of the home is separated from the nearest property owner by a narrow greenbelt.
 - The majority of the lots within the Wilshire Estates subdivision are rectangular in shape with a much larger buildable footprint than the subject 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.**

Staff findings

- The Wilshire Estates subdivision was developed in the mid 1990's with large homes located on small lots.
- There is an active Homeowners Association within the subdivision.
- The subject lot abuts a narrow, city-owned greenbelt along the rear property line.

Proposed Variance: 604 Skipping Rock Lane

November 30, 2012

Page 4

- The Applicant has provided letters of support from several adjoining property owners.
- (f) **The granting of such variance will not create inconsistencies with any objective of the Comprehensive Plan.**

Staff findings:

- The Comprehensive Plan encourages the protection of existing neighborhoods as well as redevelopment and reinvestment within these neighborhoods.
- The Applicant desires to renovate and expand their existing home.

Recommendation:

Staff recommends that the variance be approved subject to the following understandings and conditions:

1. The variance shall be limited to an encroachment of no more than 2' into the rear building setback. There shall be no additional encroachments permitted without first securing additional variances.
2. The Applicant shall provide an updated Foundation Survey identifying the exact location of the home and improvements as a part of the Building Permit process.
3. Following completion of construction and prior to issuance of the Certificate of Occupancy, the Applicant shall provide a revised Foundation Survey identifying the location of the new structure. The purpose of this survey is to ensure the new construction does not encroach any further into the building setback than permitted by this variance.

Attachments



Please use blue or black ink to fill out this form.

VARIANCE APPLICATION

153 Willowbend Rd, Peachtree City, GA 30269

P: 770-487-5731

F: 770-631-2552

WWW.PEACHTREE-CITY.ORG

Admin. Variance Fee: \$25.00

Variance Fee: \$250.00

Receipt # 244728

Date Filed 10/31/12

Case # V-2012-06

Office Use Only

VARIANCE LOCATION	Street Address <u>604 SKIPPING ROCK LN</u> <u>PEACHTREE CITY GA 30269</u>	PROPERTY OWNER	Name <u>VICTOR SOTO / LARUE GREEN</u>
	Zoning District: ☒ Residential ☐ Multi-Family ☐ Commercial/Industrial/Office Variance Type: ☐ Administrative ☐ Special Exception ☐ Variance (check one below) Variance from which ordinance: ☐ Sign ☐ Fence ☐ Land Development ☐ Zoning		Phone <u>404-931-4055</u>
APPLICANT	Name <u>BARBARA E ASSOCIATES Remodeling Inc.</u>	PROPERTY INFO	Subdivision: <u>WILSHIRE ESTATES</u>
	Address <u>P.O. Box 875</u> City, State, Zip <u>PEACHTREE CITY GA 30269</u> Phone # <u>770-487-9418</u> Email <u>barbaramodelingdreams.com</u>		Phase: <u>2A</u> Lot # <u>137</u>
		SUPPORTING DOCUMENTS	Please submit the following evidentiary items in support of this application and the requested variances. (Please check off the items that are attached to this application) ☒ Site plan (with property lines and proposed work) ☒ A detailed report justifying the requested variance ☐ Letters of support from adjacent property owners ☐ Digital Photographs \ Renderings (CD or Email) ☐ Other Items Demonstrating Need (topo. Survey, etc)

ADMINISTRATIVE VARIANCE	1.) Is a current survey included with the application? ☒ Yes ☐ No 2.) Does the application pertain to a zoning setback? ☒ Yes ☐ No 3.) Is the violation an existing setback violation? ☐ Yes ☒ No 4.) How long has the violation existed? <u>0</u> Years 5.) What is the required setback? <u>30'</u> Feet 6.) How much of a variance is being requested? <u>2'</u> Feet 7.) Were you the owner of the property when the violation occurred? (If not, who was?) ☐ Yes ☒ No	Briefly describe why this variance is being requested: (A separate detailed report is still required to be attached to this application) <u>TO SQUARE OFF NEW ADDITION</u> <u>FOR KITCHEN ADDITIONS</u>
	☐ Yes ☒ No <u>NOT A CURRENT VIOLATION</u>	

SPECIAL EXCEPTION	1.) Is a current survey included with the application? ☒ Yes ☐ No 2.) Has property been rezoned or deed restrictions? ☐ Yes ☒ No 3.) Is the violation an existing setback violation? ☐ Yes ☒ No 4.) Application for a <u>big</u> setback, fence, or parking? (Circle One) 5.) What is the required setback, height, or spaces? <u>30'</u> 6.) How much of a variance is being requested? <u>2'</u>	Briefly describe why this variance is being requested: (A separate detailed report is still required to be attached to this application)

VARIANCE	Please review the ordinances and instructions on the back of this page. 1.) Is a current survey included with the application? ☒ Yes ☐ No 2.) How much of a variance is being requested? <u>2'</u> Feet 3.) Were you the owner of the property when the violation occurred? (If not, who was?) ☐ Yes ☒ No	Briefly describe why this variance is being requested: (A separate detailed report is still required to be attached to this application) <u>NO VIOLATION</u>

I hereby certify that I am the owner of the property on which a variance is being requested and that all information provided as a part of this application is true and correct.

Signature of Owner/Agent: [Signature]

Date 10/6/12

OFFICE ONLY

ADMINISTRATIVE VARIANCE	Signature: _____
Date of Acceptance: _____	Date of Hearing: _____
☐ Approved ☐ Denied ☐ Approved with Conditions	
SPECIAL EXCEPTIONS & VARIANCE FROM ORDINANCES	This application, along with the required fee and all necessary supplemental documents, has been properly submitted and is hereby accepted for consideration by the City Council at a public hearing in the City Council Chambers at 7:00 PM on the date shown below: Signature: <u>David E. Rant</u> Date of Acceptance: <u>10-30-12</u> Date of Public Hearing: <u>12-06-12</u>

(TE)
185.27' ALONG R/W TO R/W OF
ASTER RIDGE TRAIL 50' R/W

C1
R=50.00'
Δ=51°36'50"
L=45.05'
T=24.18'
Ch=43.54'
S 87°18'23" E

FRONT B.L. = 44'

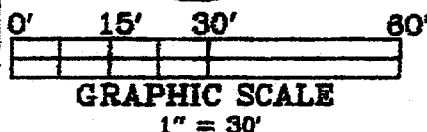
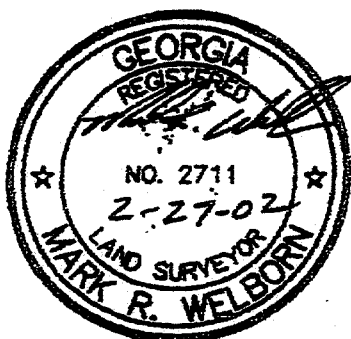
137

136

TWO STORY
BRICK & SIDING
604

137
0.30 ACRES
12,908 SQ.FT.

EXISTING *Access*



ACCORDING TO THE LATEST FAYETTE COUNTY
F.I.R.M. COMMUNITY PANEL NO. 13113C0090 D
DATED MARCH 18, 1996. THIS PROPERTY DOES
NOT LIE WITHIN THE 100 YEAR FLOOD HAZARD
ZONE.

PREPARED FOR:
LAURIE A. GREER
&
VICTOR SOTO

CLOSURE DATA: DATE: 10/20/01
Field Closure: 1' in BASELINE TRAVERSE
Angle Point Error: NONE
Equipment Used: Topcon GTS-303
Adjustment Method: No Adjustment
Plat Closure: 1' in 100,000' +

SUBDIVISION: WILSHIRE ESTATES PHASE 2A		P.B. 35	PG. 74
LOT: 137	LAND LOT: 29	DISTRICT: 6TH	
CITY: PEACHTREE CITY	COUNTY: FAYETTE	STATE: GEORGIA	
SCALE: 1" = 30'	DATE: 2/27/02	JOB NO: WLS-02-0139	

WELBORN LAND SURVEYING, INC.

1175 ROSCOE ROAD
NEWNAN, GA. 30263

PHONE: (770) 254-1383

FAX: (770) 254-1383

(TE)
 LONG R/W TO R/W OF
 E TRAIL 50' R/W

POB
 IPF

C1

PF

10' PUBLIC
 EASEMENT

C1
 $R=50.00'$
 $\Delta=51^{\circ}36'50''$
 $L=45.05'$
 $T=24.18'$
 $Ch=43.54'$
 $S\ 87^{\circ}18'23''$

136.88'

44.0'

CONC. DRIVE
 44.2'

S 23°06'32" E
 23.06' SPACE
 10' OPEN SPACE

FRONT B.L. =

136

27.7'

TWO STORY
 BRICK & SIDING
 # 604

10' B.L.

140.88'
 MAINTENANCE EASEMENT

30' B.L.

137
 0.30 ACRES
 12,908 SQ.FT.

NOTE: CONCRETE
 EXISTING ROOM

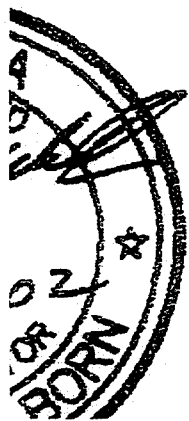
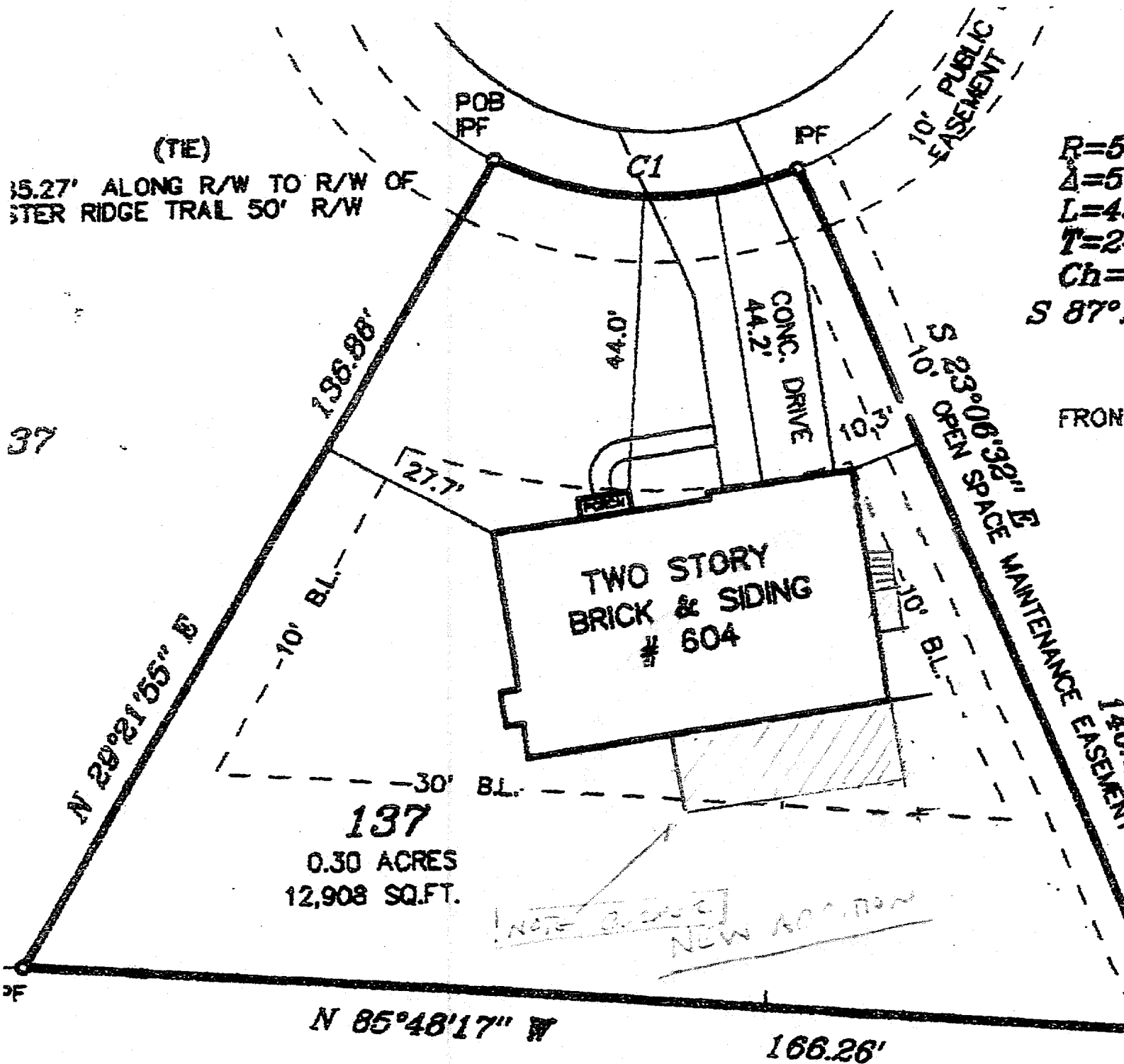
N 85°48'17" W

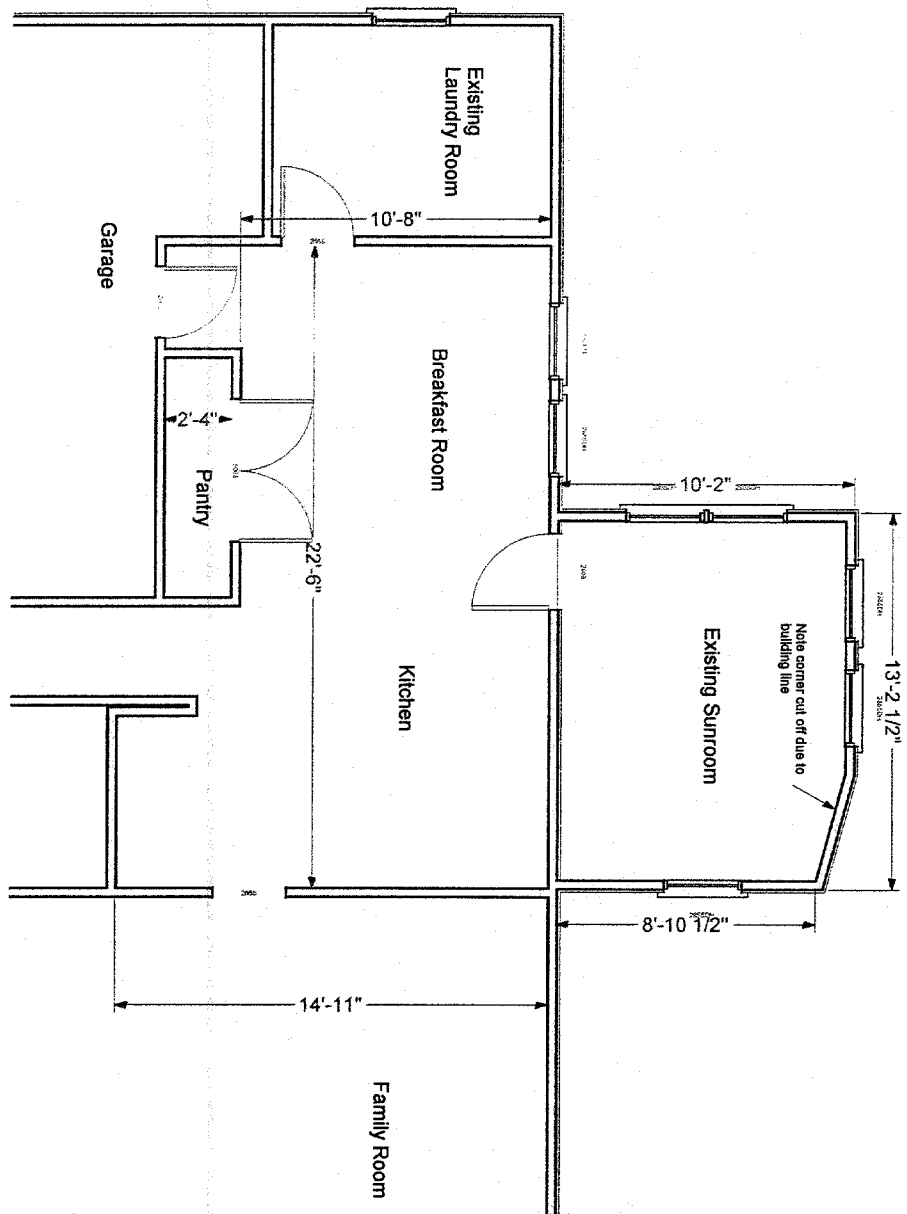
166.26'

IPF

(TIE)
15.27' ALONG R/W TO R/W OF
STER RIDGE TRAIL 50' R/W

37





- Notes:
1. Remove the existing sunroom
 2. Remove the kitchen
 3. Frame new addition - will include large beam to open back wall
 4. All exterior finishes to match what is on existing home
 5. Roof will be tile of owners choice

A-1

SHEET:

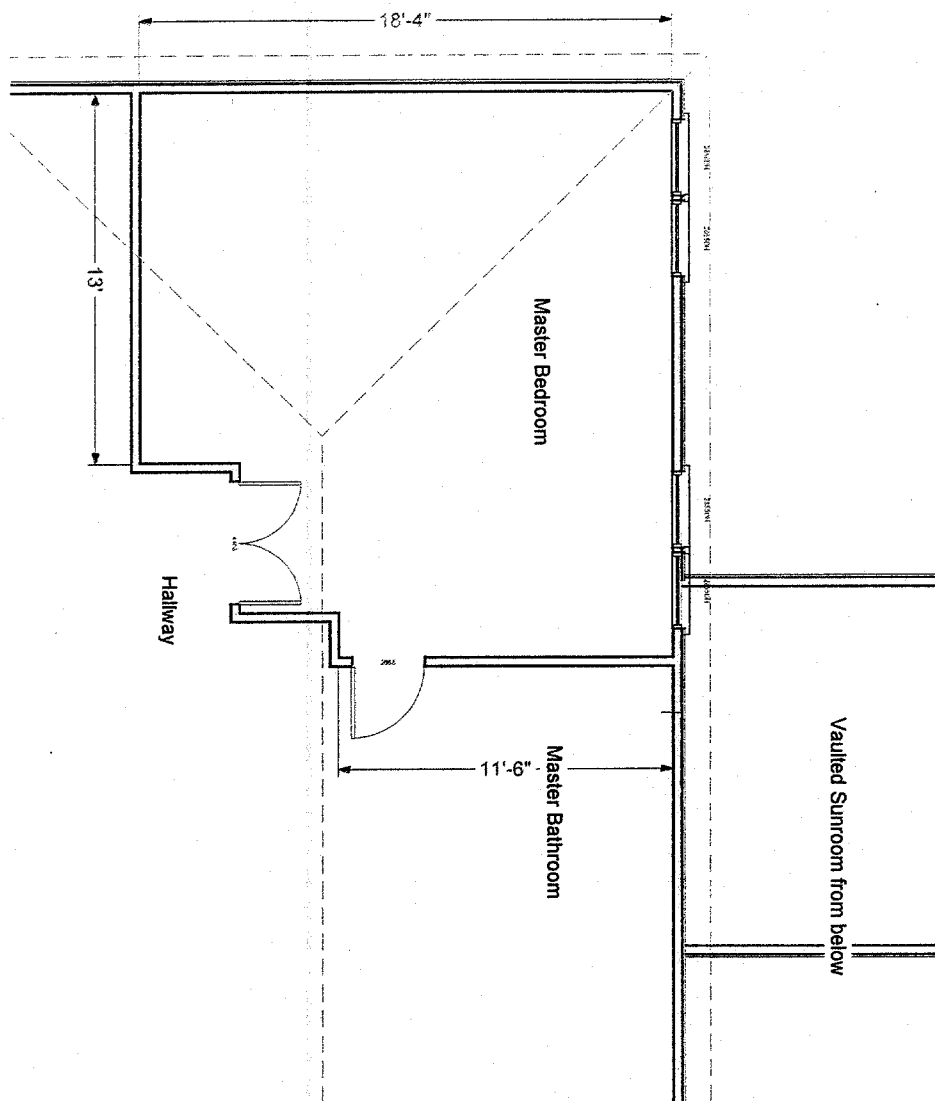
DRAWINGS PROVIDED BY:
BARNARD & ASSOCIATES REMODELING, INC
 9 Beauregard Ct
 Fayetteville, Georgia 30215
 770-461-8418 -

C. Georgia

Owner:
Victor Soto and Laurie Greer
 604 Skipping Rock
 Peachtree City, GA
 30269

Existing 1st
 Floor Plan

Date:
 10/6/12



A-2

SHEET:

DRAWINGS PROVIDED BY:
BARNARD & ASSOCIATES REMODELING, INC
 9 Beauregard Ct
 Fayetteville, Georgia 30215
 770-461-8418 -

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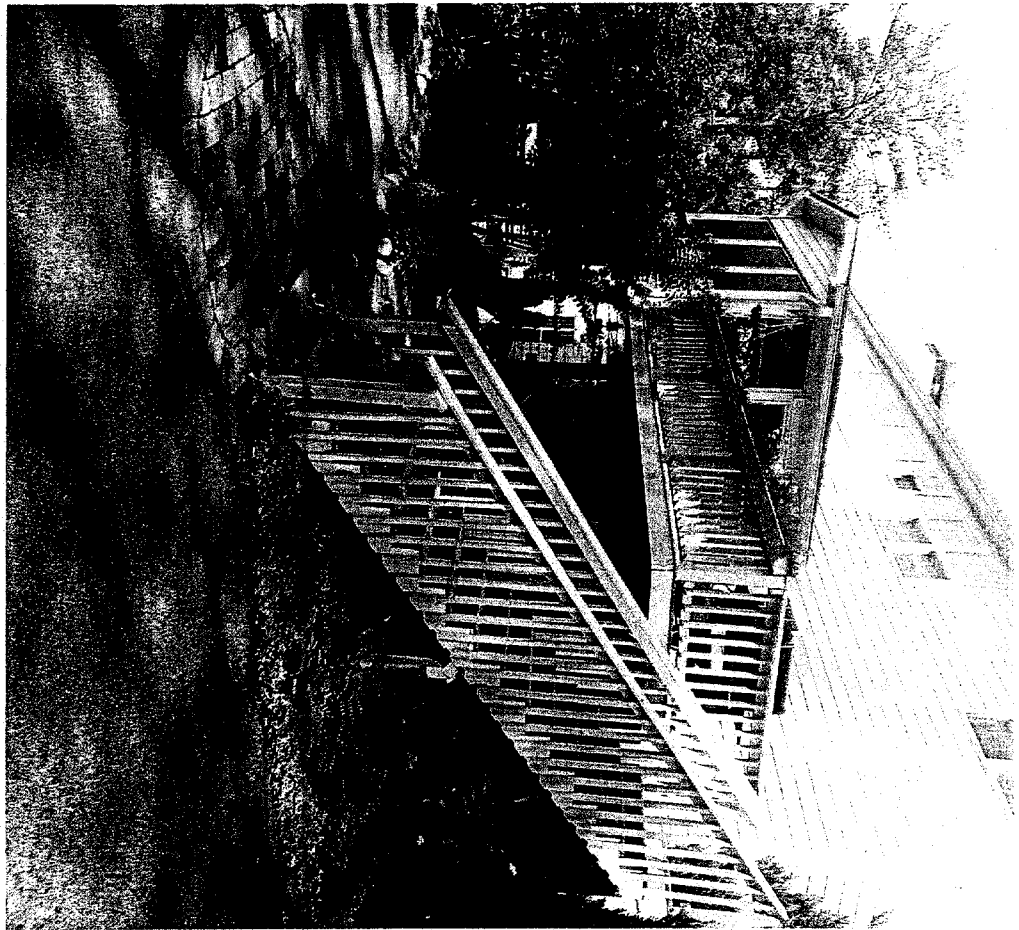
Owner:

Victor Soto and Laurie Greer
 604 Skipping Rock
 Peachtree City, GA
 30269

**Existing 2nd
 Floor Plan**

Date:

10/6/12



A-3

SHEET

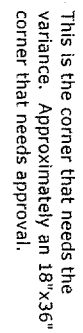
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9 Beauregard Ct
Fayetteville, Georgia 30215
770-461-8418

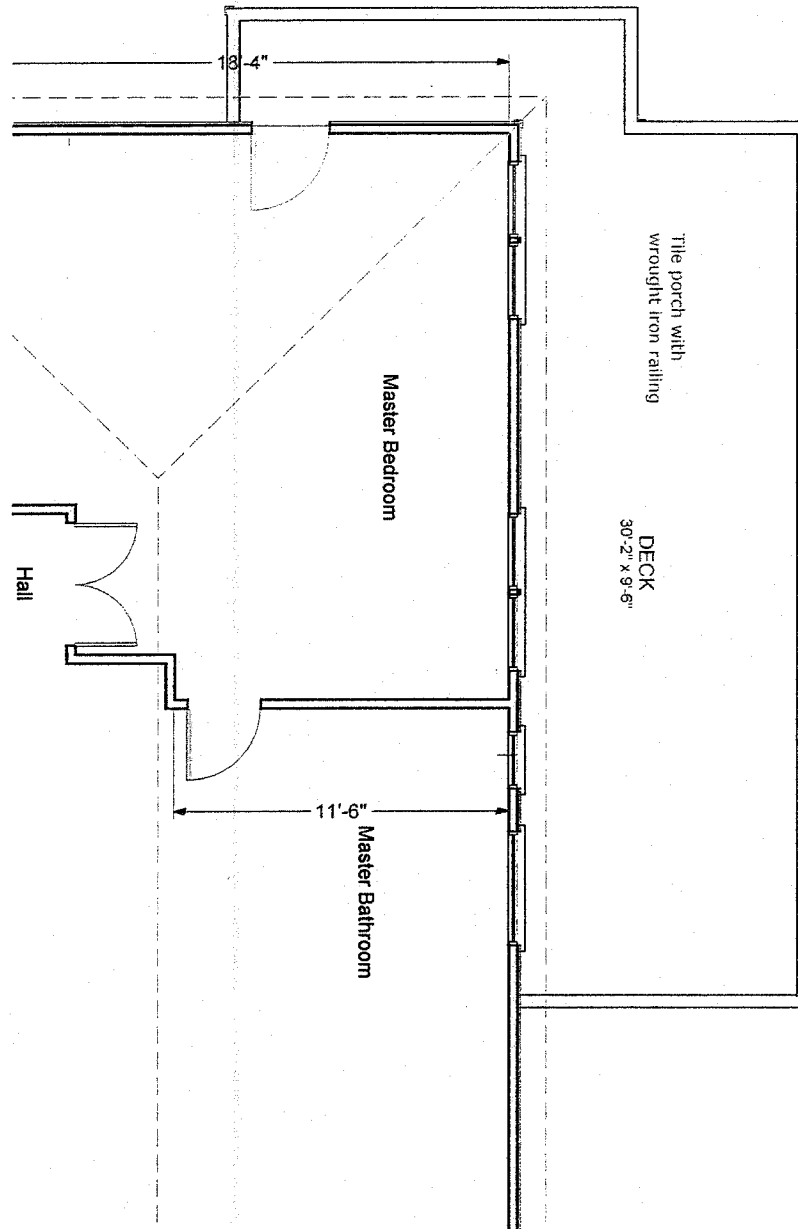
Copyright

Owner:
Victor Soto and Laurie Greer
604 Skipping Rock
Peachtree City, GA
30269

**Existing Rear
Elevation**

Date:
10/6/12





A-5

SHEET:

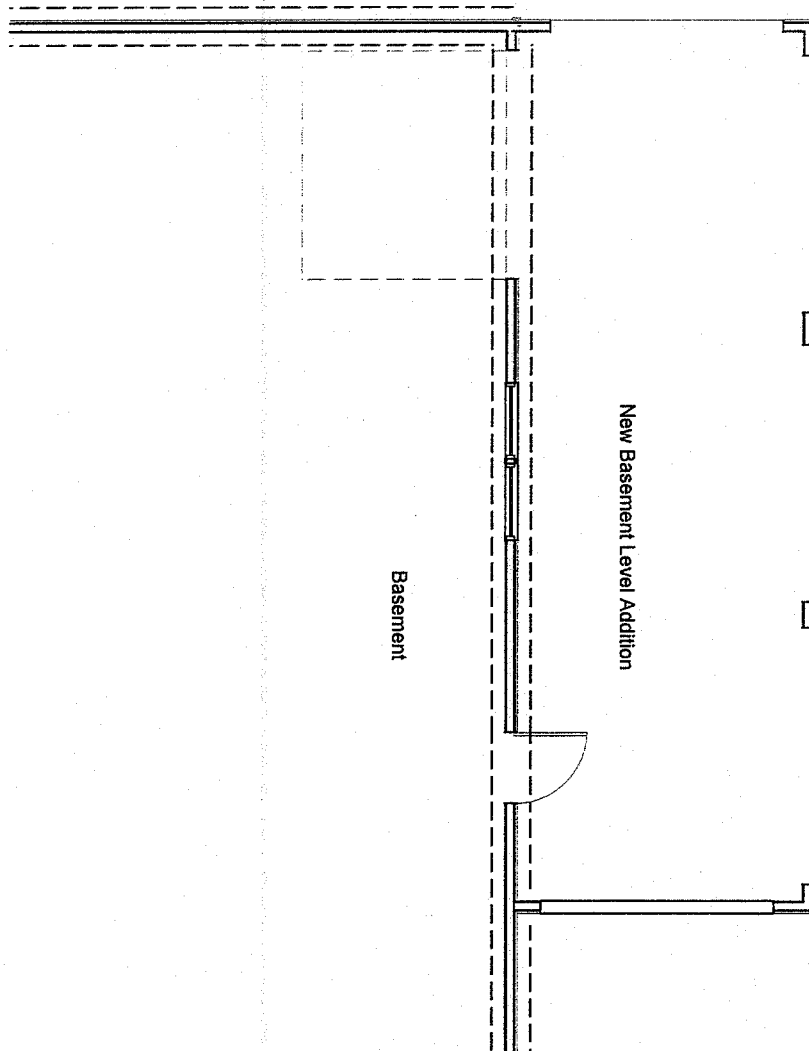
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 9 Beauregard Ct
 Fayetteville, Georgia 30215
 770-461-8418

Copyright

Owner:
Victor Soto and Laurie Greer
 604 Skipping Rock
 Peachtree City, GA
 30269

**New 2nd Floor
 Addition**

Date:
 10/6/12



A-6

SHEET:

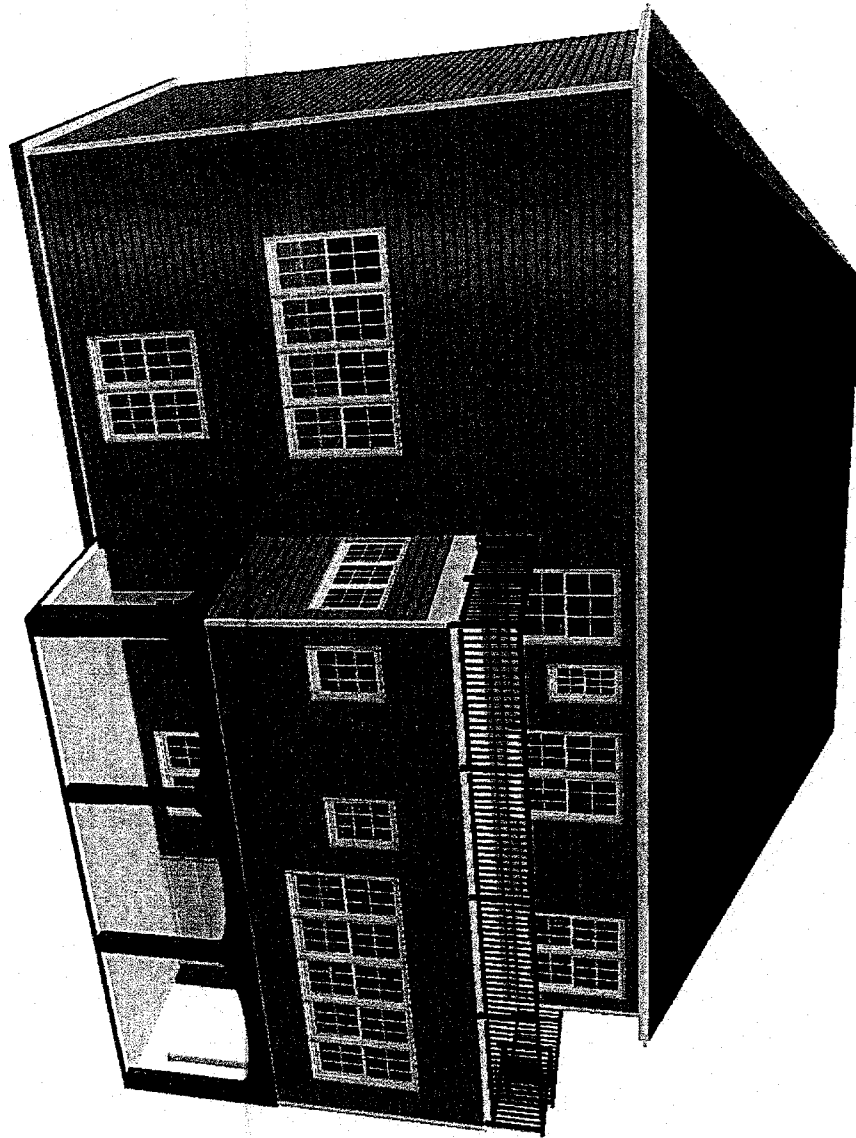
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9 Beauregard Ct
Fayetteville, Georgia 30215
770-461-8418 -

© Copyright

Owner:
Victor Soto and Laurie Greer
604 Skipping Rock
Peachtree City, GA
30269

**New Basement
Level Addition**

Date:
10/6/12



A-7

SHEET:

DRAWINGS PROVIDED BY:
BARNARD & ASSOCIATES REMODELING, INC
9 Beauregard Ct
Fayetteville, Georgia 30215
770-461-8418 -



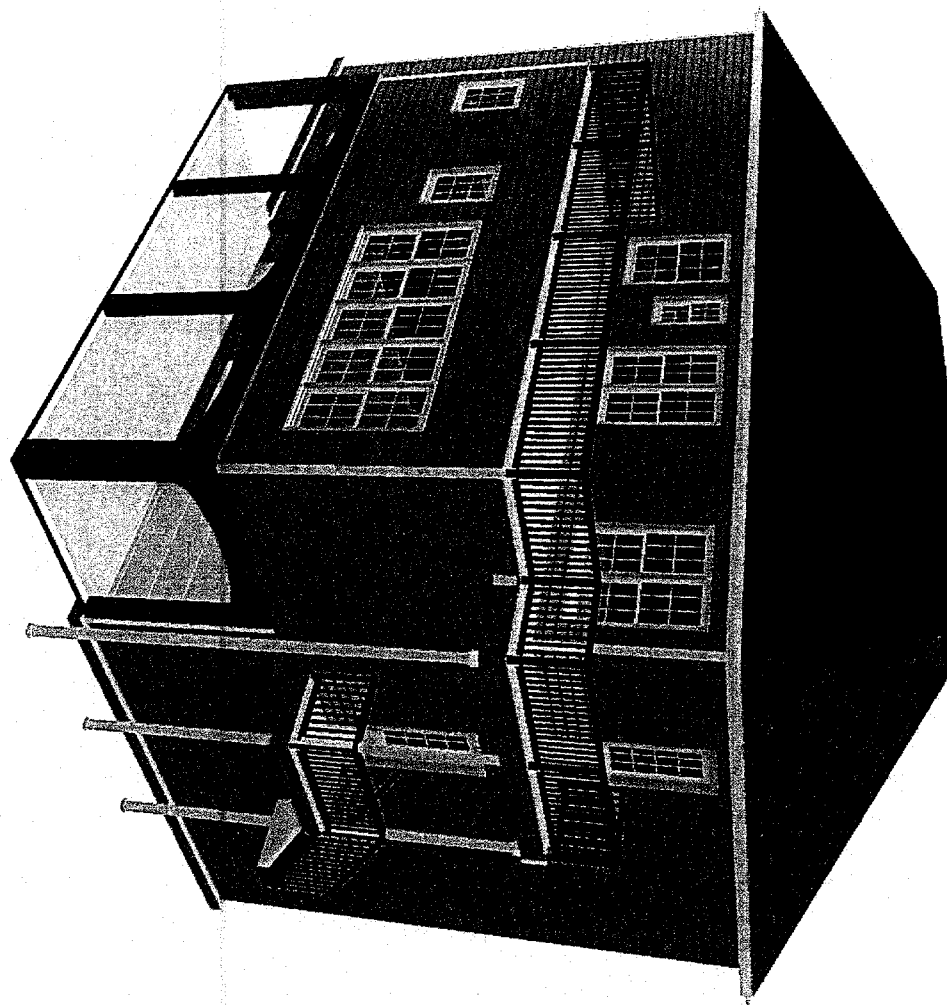
Owner:

Victor Soto and Laurie Greer
604 Skipping Rock
Peachtree City, GA
30269

Rear
Elevation

Date:

10/6/12



A-8

SHEET:

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9 Beauregard Ct
Fayetteville, Georgia 30215
770-461-8418 -

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Owner:
Victor Soto and Laurie Greer
604 Skipping Rock
Peachtree City, GA
30269

**Rear/Side
Elevation**

Date:
10/6/12



P.O. BOX 875, FAYETTEVILLE, GA 30214 (770) 461-8418
Website - remodelingdreams.com

I have seen and been explained the addition that Victor Soto and Laurie Greer of 604 Skipping Rock Lane, Peachtree City, GA 30269 would like to make to their home. They are requesting a variance in the rear yard of 2' for the addition. I am not opposed to the city granting the variance.

Michael and Martha Runyan
602 Skipping Rock Lane
Peachtree City, GA 30269

Martha Runyan
Owner

770-487-0877
Phone

~~Jason and Kelly Kruse~~
~~Kelly and Karla Caillouett~~
606 Skipping Rock Lane
Peachtree City, GA 30269

[Signature]
~~Owner~~ ~~RENTERS~~

404 229 4492
Phone

^{MELISSA}
Albert and Stephanie Desmarais
214 Lavender Oasis
Peachtree City, GA 30269

[Signature]
Owner

678-987-1424
Phone

Kevin and Deborah Ford
216 Lavender Oasis
Peachtree City, GA 30269

Deborah Ford
Owner

678-548-7658
Phone

Laurie Farmer
218 Lavender Oasis
Peachtree City, GA 30269

[Signature]
Owner

404-702-1451
Phone

POSITION PAPER

Proposed Variance to Sign Ordinance

My House restaurant

2775 Highway 54 West, Suite 103

Planning and Zoning Administrator

December 4, 2012

Situation:

Mr. LaVerne Jones of Sign-A-Rama ("Applicant") has submitted a variance application for a wall sign that was recently installed at the new My House restaurant located at 2775 Highway 54 West, Suite 103. The subject tract is zoned GC General Commercial and is located within the COR, Corridor Overlay District (SR 54 West).

The wall sign was installed without first submitting the sign drawings for approval or securing a Sign Permit from the city.

The maximum size of a wall sign permitted within the COR, Corridor Overlay District (SR 54 West) is 50 SF. The total area of the wall sign is 58 SF.

Section 66-15(9) of the city's Sign Ordinance stipulates "signs may not cover or interrupt architectural features of a structure." The sign cabinet covers two bands of EIFS trim and a portion of the exterior window on the front building elevation.

The Applicant is requesting a variance from the SR 54 W Design Guidelines to permit a wall sign in excess of 50 SF as well as Section 66-15 (9) of the city's Sign Ordinance to permit the sign to cover architectural features on the building.

A copy of the variance application and supporting documentation is included as Attachment "A."

Facts:

1. The subject tract is zoned GC General Commercial, which permits the use as a restaurant.
2. The subject tract is located within the COR, Corridor Overlay District (SR 54 West), which was established "to enhance the viability and livability of all property within the SR 54 West corridor. The purpose of the Overlay District is to achieve and maintain a unified, pleasing aesthetic and visual quality in site planning, architectural design, building materials, landscaping, site lighting and signage; and to promote and encourage the use of alternate

Proposed Variance: My House restaurant wall sign

December 4, 2012

Page 2

modes of transportation within the corridor through the provision of interconnecting streets, sidewalks and a multi-use path system."

3. The wall sign was installed without first submitting the sign drawings for approval or securing a Sign Permit from the city.
4. The SR 54 West Design Guidelines stipulate "each tenant wall sign shall not exceed one and one half (1½) square feet per linear feet of building frontage, to a maximum size of fifty (50) square feet."
5. The sign as designed and installed measures 58 SF.
6. Section 66-15 (9) of the Peachtree City Sign Ordinance states "signs may not cover or interrupt architectural features of a structure."
7. The sign as designed and installed extends over the EIFS trim as well as a portion of the front window.
8. Each of the wall signs within the SR 54 West Overlay District installed after the adoption of the Design Guidelines in 2004 complies with the requirements established within the Design Guidelines.

Discussion

While it could be argued the existing sign is an innovative and attractive sign, the sign as designed exceeds the maximum size permitted by the SR 54 West Design Guidelines. The sign also covers architectural features of the existing building, which is not permitted by the city's Sign Ordinance.

It should be noted that each of the tenants within the SR 54 West Corridor has complied with the signage requirements identified within the SR 54 West Design Guidelines. It should also be noted the former tenant (She's Bistro) had a wall sign that complied with these requirements.

Staff will continue to work with the Applicant to try and determine how best to remedy this situation.

Proposed Variance: My House restaurant wall sign

December 4, 2012

Page 3

Recommendation:

Staff recommends that the variance for the wall sign recently installed at the My House restaurant at 2775 Highway 54 West, Suite 103 not be approved for the following reasons:

1. The size of the wall sign exceeds the size permitted within the SR 54 West Design Guidelines.
2. The size of the wall sign covers and interrupts architectural features of the building, which is not permitted by the city's Sign Ordinance.
3. Approving the variance may set a precedent for both developed and undeveloped parcels throughout the city.
4. The sign shall be removed within five (5) business days.

Attachment "A"



MY HOUSE

Please use blue or black ink to fill out this form.

VARIANCE APPLICATION

153 Willowbend Rd, Peachtree City, GA 30269
P: 770-487-5731 F: 770-631-2552
WWW.PEACHTREE-CITY.ORG

Admin. Variance Fee: \$25.00
Variance Fee: \$250.00

Receipt # 245544
Date Filed 11/20/12
Case # V-2012-07
Office Use Only *[initials]*

VARIANCE LOCATION	Street Address <u>2775 Hwy 54 STE 103</u> <u>PTC, GA 30269</u>	PROPERTY OWNER	Name <u>TRINITY DEV Corp</u>
	Zoning District: ☐ Residential ☐ Multi-Family ☒ Commercial\Industrial\Office Variance Type: ☐ Administrative ☐ Special Exception ☒ Variance (check one below) Variance from which ordinance: ☒ Sign ☐ Fence ☐ Land Development ☐ Zoning		Phone <u>404-275-7800</u>
APPLICANT	Name <u>Sign A Rama</u>	PROPERTY INFO	Email <u>YKING@Trinitydevelopment.NET</u>
	Address <u>1381 Hwy 85 N STE B</u> City, State, Zip <u>Fayetteville, GA 30214</u> Phone # <u>770-460-5116</u> Email <u>fayettevillega@signarama.com</u>		Subdivision: <u>McIntosh Village Center</u> Phase: _____ Lot # _____
		SUPPORTING DOCUMENTS	Please submit the following evidentiary items in support of this application and the requested variances. (Please check off the items that are attached to this application) ☐ Site plan (with property lines and proposed work) ☐ A detailed report justifying the requested variance ☐ Letters of support from adjacent property owners ☒ Digital Photographs \ Renderings (CD or Email) ☐ Other Items Demonstrating Need (topo. Survey, etc)

ADMINISTRATIVE VARIANCE	1.) Is a current survey included with the application? ☒ Yes ☐ No 2.) Does the application pertain to a zoning setback? ☐ Yes ☒ No 3.) Is the violation an existing setback violation? ☐ Yes ☒ No 4.) How long has the violation existed? _____ Years 5.) What is the required setback? _____ Feet 6.) How much of a variance is being requested? _____ Feet 7.) Were you the owner of the property when the violation occurred? (If not, who was?) ☐ Yes ☐ No	Briefly describe why this variance is being requested: (A separate detailed report is still required to be attached to this application) <u>Sign covering ARCTECTURAL</u> <u>Feature due to size of</u> <u>band size</u> <u>Copy of sign attached</u>
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SPECIAL EXCEPTION	1.) Is a current survey included with the application? ☐ Yes ☒ No 2.) Has property been rezoned or deed restrictions? ☐ Yes ☒ No 3.) Is the violation an existing setback violation? ☐ Yes ☐ No 4.) Application for a bldg setback, fence, or parking? _____ 5.) What is the required setback, height, or spaces? _____ 6.) How much of a variance is being requested? _____ (Circle One)	Briefly describe why this variance is being requested: (A separate detailed report is still required to be attached to this application) _____ _____ _____
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VARIANCE	Please review the ordinances and instructions on the back of this page. 1.) Is a current survey included with the application? ☐ Yes ☐ No 2.) How much of a variance is being requested? <u>1</u> Feet 3.) Were you the owner of the property when the violation occurred? (If not, who was?) ☐ Yes ☐ No	Briefly describe why this variance is being requested: (A separate detailed report is still required to be attached to this application) _____ _____
----------	---	---

I hereby certify that I am the owner of the property on which a variance is being requested and that all information provided as a part of this application is true and correct.

Signature of Owner/Agent: Lalaine Jones

Date 10-25-12

OFFICE ONLY

ADMINISTRATIVE VARIANCE	Signature: _____	☐ Approved ☐ Denied ☐ Approved with Conditions
Date of Acceptance: _____	Date of Hearing: _____	

SPECIAL EXCEPTIONS & VARIANCE FROM ORDINANCES	This application, along with the required fee and all necessary supplemental documents, has been properly submitted and is hereby accepted for consideration by the City Council at a public hearing in the City Council Chambers at 7:00 PM on the date shown below:		
Signature: _____	Date of Acceptance: _____	Date of Public Hearing: _____	

Sign A Rama
1381 Hwy 85 N Ste B
Fayetteville, GA. 30214

Prior to starting my sign business I went to all jurisdictions planning and zoning departments and told the permit office that I promise that I'd never intentionally build and install a sign that was out of code.

Sign A Rama accepted My House Restaurant's artwork and agreed to build a reverse lit channel letter sign mounted to a pan, to be mounted on the building at 2775 Hwy 54 West Ste 103, Peachtree City, as required by code.

We developed the sign and presented a proof to Mike & Debbie Ray in an artist's conception mounted on the building and they approved it. We sent the production file to our vendor and they told us that the letters would have to have the stroke widened to accept the LED lights. We widened the stroke and again sent a copy to Mike & Debbie Ray, which they approved. When the sign was delivered we went to install the sign and found the pan was enlarged to accept the new widened letters and widened chair. When we widened the letters it also made them taller and the pan overall bigger and blocked the architectural frame of the building.

I made the decision to hang the sign and file for a variance, because Mike and Debbie were scheduled to open their doors. Unfortunately, one step was omitted before sending it back to the vendor. Our designer failed to mount it back on the building as an artist's conception and ensure that it would be in compliance.

I ask for your consideration and allow the sign as it exists based on the above.

Thanks for your consideration.

LaVerne Jones
Owner
Sign A Rama—Fayetteville, GA

**Signage
(cont'd)**

Monument signage

Monument signs shall be used to identify the major tenant within a particular building. A maximum of two brick colors shall be used on each monument sign and these colors must be the same colors used on the building. Individual tenant signage shall be individual or scripted letters in user's trademark format and color, face-mounted to back. Illumination of each monument sign shall conform to the requirements specified within these Design Guidelines.

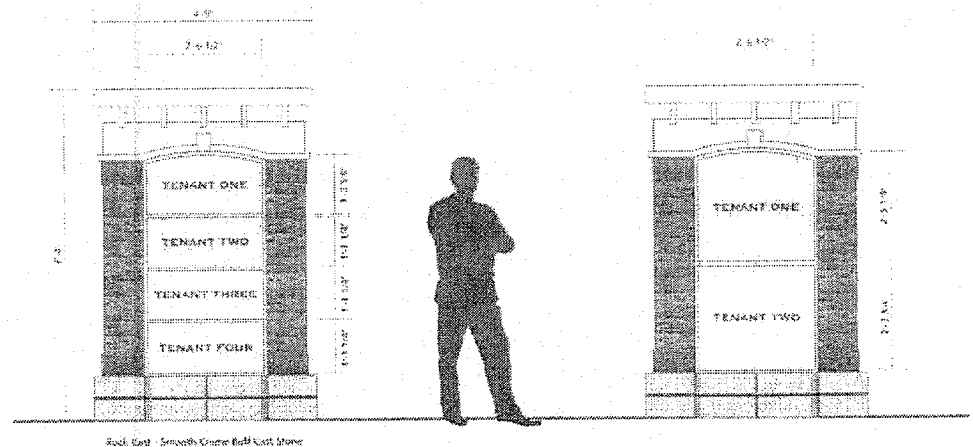


Figure 14 – Typical monument sign

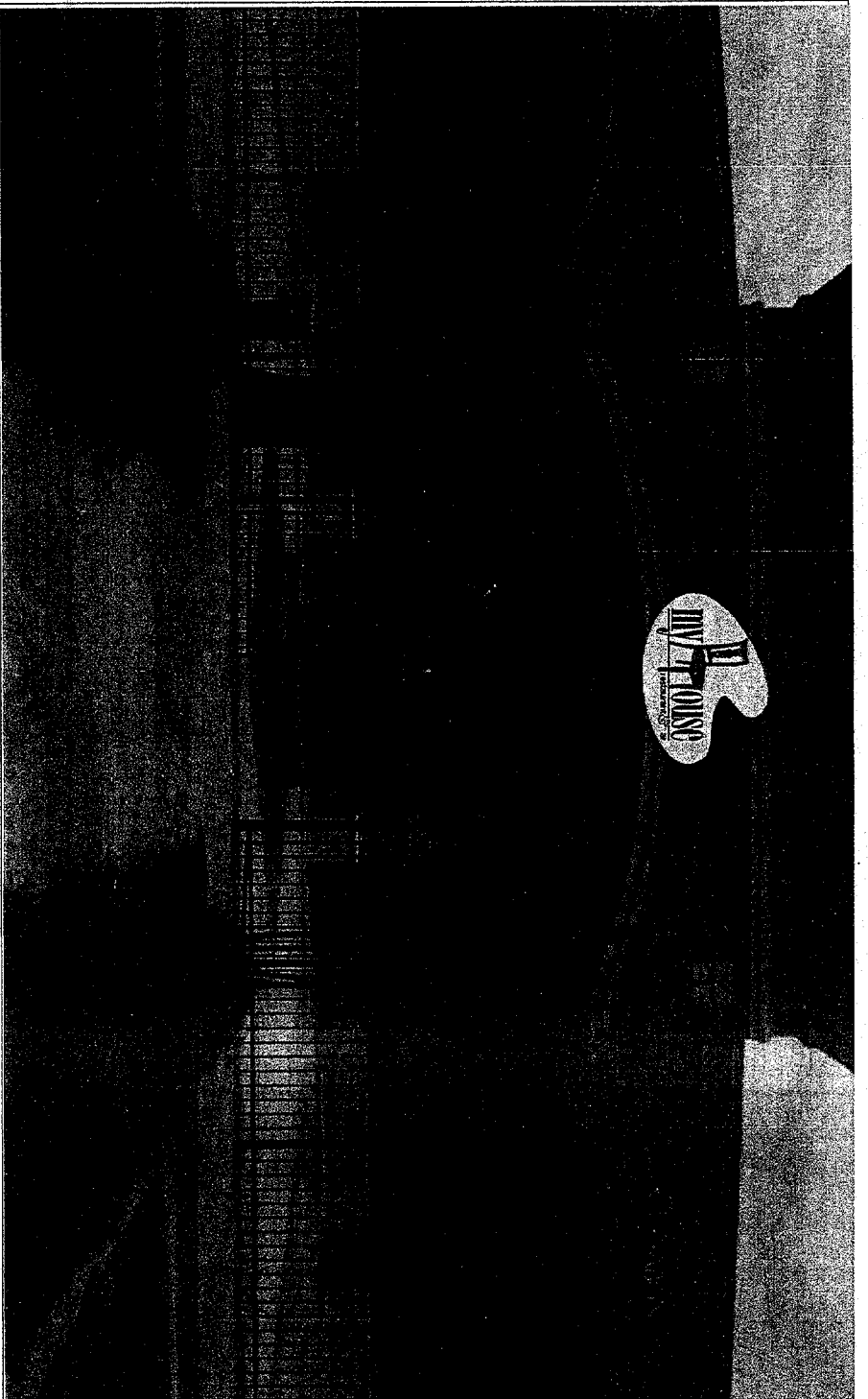
Tenant wall signage program

Tenant wall signage refers to any sign or graphic parallel to the face of the building and shall project no more than ten (10) inches in depth from the wall surface to the face of the sign or graphic. Each tenant wall sign shall not exceed one and one half (1½) square feet per linear feet of building frontage, to a maximum size of fifty (50) square feet. Tenant wall signage shall be limited to the sign band provided for each tenant space and shall not extend above or beyond the allotted area. Building frontage shall be defined as the area measured from the centerline of each divisive wall and containing a single tenant.

Individual tenant wall signs shall be comprised of internally illuminated reverse channel letters, either mounted individually on the face of the building or on an enclosed sign cabinet containing all electrical components and wiring. Each sign shall be installed so as to minimize damage to the building façade, and all holes through the building shall be properly waterproofed.

The **area of a tenant wall sign** shall be determined by the smallest rectangle required to enclose the letters or graphic. The overall length of a tenant wall sign shall not exceed seventy-five (75) percent of the overall length of the building frontage for a particular tenant space. All tenant wall signage must occur within the façade of the building, preferably within a designated sign band, and shall not extend above the eave line or parapet line.

Please review: The content, the positions of all graphic elements, the text, the ink colors, the fonts and ensure the electronic proof is accurate, correct and complete.



FONT S

As the customer, you are solely responsible for final approval of this proof and for certifying its accuracy. This design and drawing submitted for your review and approval is the exclusive property of SIGN ★ A ★ RAMA. It may not be reproduced, copied, exhibited or utilized for any purpose, in part or in whole by any individual inside or outside without written consent of SIGN ★ A ★ RAMA.

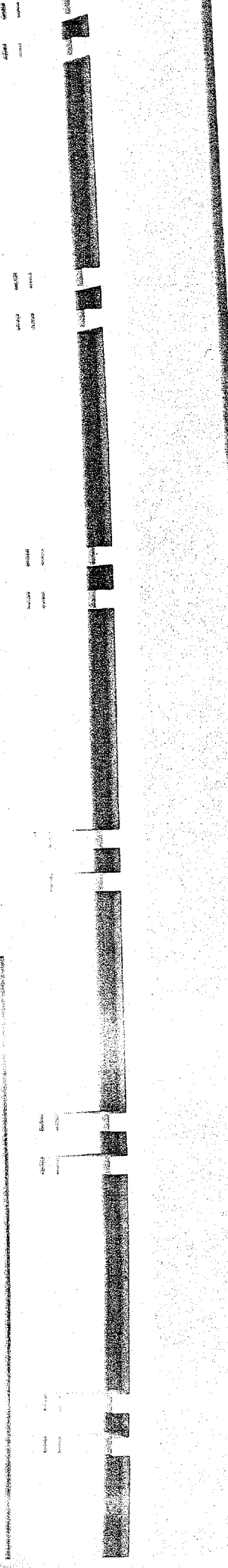
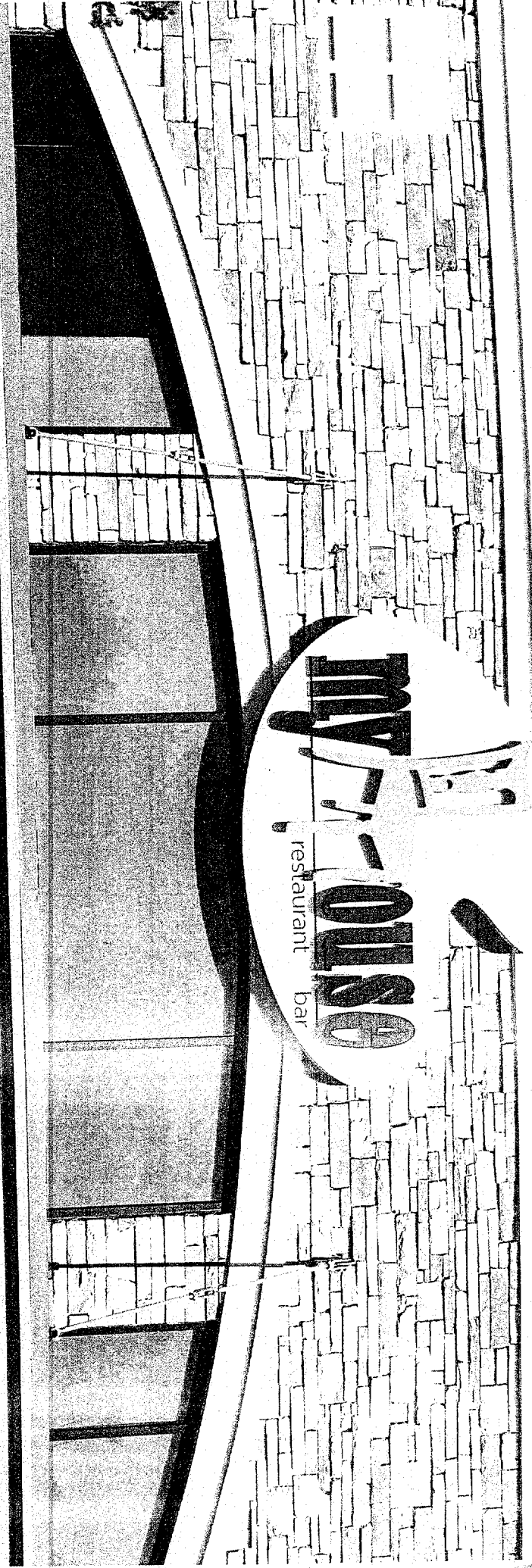
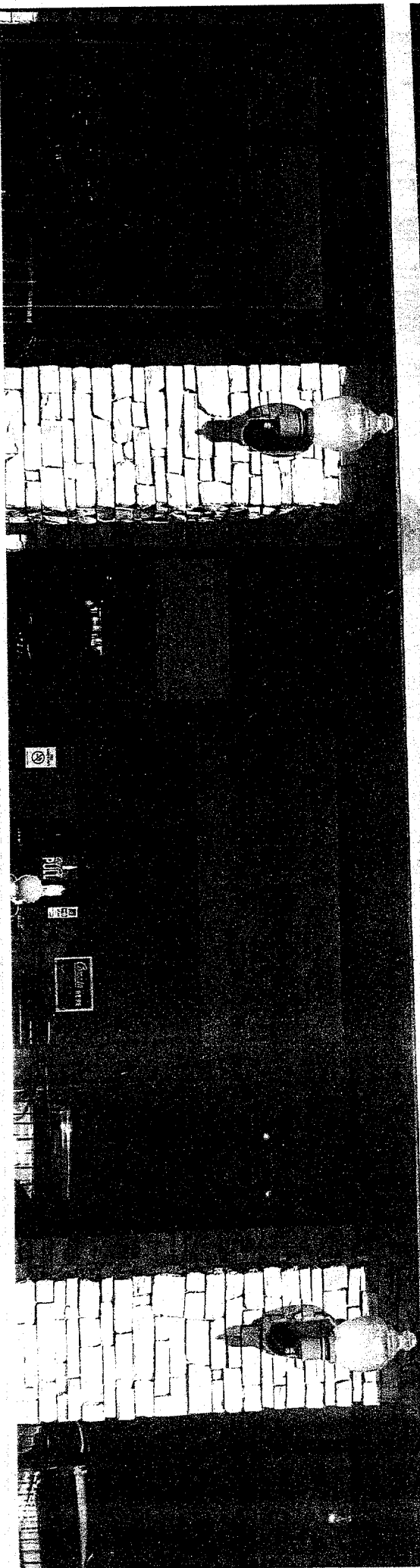


COLOR S

Signature: _____

Date: _____

1381 Highway 85 North Ste B	
770-460-5116 FAX 770-460-5117 * fayettevillega@signarama.com	
Name:	Company:
Phone:	Fax:
E-mail:	
Customer Address:	
File: My House bldg with sign Date: 10/25/2012 Time: 7:58:05 AM	



City Council of Peachtree City
Agenda
December 6, 2012
7:00 p.m.

- I. Call to Order
- II. Pledge of Allegiance
- III. Announcements, Awards, Special Recognition
 - Recognize Police Department – 1st Place, Governor's Traffic Safety Challenge
 - Recognize CERT Graduates
- IV. Public Comment
- V. Agenda Changes
- VI. Minutes
 - November 8, 2012, Regular Meeting Minutes
- VII. Monthly Reports
- VIII. Consent Agenda
 - 1. Consider Designating December 31, 2012, as Employee Holiday
 - 2. Consider REVISED Development Agreement for The Gates
 - 3. Consider Surplus of Vehicles
 - 4. Consider Budget Amendments – Fiscal Year 2013
- IX. Old Agenda Items
- X. New Agenda Items
 - 12-12-01 **Public Hearing – Consider Variance Request to Rear Building Setback**
604 Skipping Rock Lane ***Memo Ready Monday**
Applicant desires to extend existing sunroom two feet into rear building setback
 - 12-12-02 **Public Hearing – Consider Variance Request to Sign Ordinance, My House Restaurant,**
2775 SR 54 W ***Memo Ready Monday**
Applicant requests a variance to permit a wall sign larger than permitted by the sign ordinance and the SR 54 W Design Guidelines
 - 12-12-03 **Public Hearing – Consider Step One Annexation Request, Foot Pain, LLC, SR 54 East**
Request to allow applicant to proceed to Step Two and turn in annexation request for 4.398-acre tract
 - 12-12-04 **Public Hearing – Consider Amendment to Zoning Ordinance, Art. X, Sec. 1007,**
LI Light Industrial District
Proposed amendment to modify uses permitted within LI zoning district
 - 12-12-05 **Consider Bid for Bridlepath Stream Rehabilitation**
Recommendation to approve bid from Georgia Development Partners, LLC
 - 12-12-06 **Consider Bid for Shakerag Sewer Project**
Recommendation to approve bid from Site Engineering
 - 12-12-07 **Consider Bid for Janitorial Services**
Recommendation to award 2 bids – Building Maintenance Services and C&T Janitorial
 - 12-12-08 **Consider Bid for Mini Excavator**
Recommendation to approve bid from Lashley Tractor
 - 12-12-09 **Consider Bid for Recreation Administration Building Renovation**
Recommendation to award bid to Albion Scaccia
 - 12-12-10 **Discuss/Consider Hotel/Motel Tax**
Request to discuss/consider increasing hotel/.motel tax from 6% to 8%
 - 12-12-11 **Consider Intergovernmental Agreement to Back WASA Bonds**
Recommendation to approve preliminary form of agreement, which is under review by bond attorney
 - 12-12-10 **Discuss/Consider Ordinance Amendment – Reporting of Claims against Elected/Appointed Officials**
Proposed amendment to require reporting and approval by Council of third-party payments in claims
- XI. Council/Staff Topics
 - Hot Topics Update
- XII. Executive Session

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
November 8, 2012
7:00 p.m.**

The Mayor and City Council of the City of Peachtree City met in regular session on Thursday, November 8, 2012. Mayor Haddix called the meeting to order at 7:00 p.m. Other Council Members in attendance: George Dienhart, Vanessa Fleisch, Eric Imker, and Kim Learnard.

Announcements, Awards, Special Recognition

Proclamation – Be a Santa to a Senior

Proclamation – National Hospice and Palliative Care Month

Proclamation – Wilkes Grove Baptist Church 99th Anniversary

Recognize Jay Hughes for 15 Years of Service

Recognize Clint Murphy for 15 Years of Service

Recognize Chris Hyatt for Lifesaving Award

Recognize Advanced Citizens Police Academy Graduates

Mayor Haddix read proclamations for Be a Santa to a Senior Month, National Hospice and Palliative Care Month, and the Wilkes Grove Baptist Church 99th anniversary. Macy Ott and Betty Keane accepted the Be a Santa to a Senior proclamation for Home Instead Senior Care, South Atlanta, and Madeline Dobbs of Serenity Hospice Care accepted the proclamation for National Hospice and Palliative Care Month. Police Corporal Jay Hughes and Assistant Fire Chief Clint Murphy were recognized for 15 years of service. Police Corporal Chris Hyatt was recognized for his efforts to provide cardiopulmonary resuscitation (CPR) to a car accident victim while waiting for the emergency medical technicians (EMTs) to arrive. Captain Stan Pye recognized the graduates of the Advanced Police Academy.

Public Comment

Keep Peachtree City Beautiful Director Al Yougel reminded everyone about the public shoreline clean-up around Lake Peachtree on November 10, which was part of the 2012 Rivers Alive program clean-up of rivers, lakes, and coastal waters co-sponsored by the Georgia Environmental Protection Division and Keep Georgia Beautiful. Yougel noted the clean-up qualified under the community involvement section of the City's Stormwater program.

Agenda Changes

There were none.

Minutes

October 18, 2012, Regular Meeting Minutes

October 25, 2012, Special Called Meeting Minutes

Fleisch moved to approve the October 18, 2012, regular meeting minutes and the October 25, 2012, special called meeting minutes as written. Learnard seconded. Motion carried as noted.

Monthly Reports – Facilities Bond Financial Update

Learnard commented that staff was working hard, and she had heard comments from citizens regarding the improvements to the fields at Braelinn and the condition at the tennis court at Bluesmoke. She had no problem with waiting for the next report until January.

Consent Agenda

- 1. Consider Alcohol License – NEW – Due South Southern Cuisine, 302 Clover Reach**
- 2. Consider Appointment of Municipal Court Judge – Stephen Ott**
- 3. Consider Appointment of Judge Pro Hac & Solicitor Pro Hac – James Dalton & Robert Stokely**

4. Consider Purchase of Portable Radios for Fire Department
5. Consider Budget Adjustments
6. Consider Sole Source Vendor for Installation of Lining on Existing Burn Building –
High Temperatures Linings, Inc.

Learnard moved to approve Consent Agenda items 1 – 6.

Dienhart asked if there were any other vendors that could supply the lining for the burn building (Item #6). Murphy said High Temperatures Linings was the only company that made the lining, and it had also been the sole source in 2007. The company invented the refractory concrete used for the tiles, which was an interlocking system, and nothing else was compatible.

Fleisch seconded. Motion carried unanimously.

Old Agenda Items

10-12-09 Public Hearing – Consider Amendments to Article IX, Section 908, of the Ordinance to Establish Regulations for Mobile Food Trucks

Planning and Zoning Administrator David Rast addressed Council, saying the proposed amendment was to Section 908 of the Zoning Ordinance, which was the section addressing accessory uses. Staff had looked at ordinances from other jurisdictions and had reviewed the proposed ordinance for mobile food truck lots with the Atlanta Food Truck Coalition. On October 22, 2012, the Planning Commission approved with the proposed ordinance 4 – 1, with the recommendation Council approve the ordinance with the condition that the food trucks must be from an operating business within the City limits. Rast said staff did not support that change, adding it was up to Council to make the decision to include the recommendation.

Rast continued that the proposed ordinance was similar to the Farmer's Market protocol that was in place and was suitable for this type of activity in Peachtree City. Staff recommended approval of the ordinance without the change recommended by the Planning Commission.

Haddix opened the public hearing.

Jimmy Daniel, owner of Grazing Here, said he was biased as the owner of a food truck. Food trucks were different for every city. They were a convenience for large cities, but in smaller cities, they were a great incubator for people who served great food not found in corporate chains. He supported the amendment to the zoning ordinance.

Trisha Stearns, Farmers Market and Community Garden coordinator, said the Grazing Here truck was a vendor at the Farmers Market. She continued that she had researched having others come for a special event. She said the local restaurant caveat shot the program in the foot. The City should carefully qualify the food trucks that participated on their quality, freshness, and other permits, and she added it would be difficult for the locally-owned businesses to also operate a food truck. She encouraged Council to approve the ordinance without the restaurant caveat.

Mike Murtaugh, TCBY owner, said he was in the middle. He had a food truck *per se* he used for special events. If Council adopted the ordinance without the restaurant caveat, he asked that fees for owners of existing businesses be exempt from fees for the food trucks because they already paid occupational taxes and other fees.

The public hearing closed.

Dienhart said he was 98% in favor of the proposed ordinance. Requiring the food trucks to have a bricks and mortar operation in the City killed the whole thing. He asked whether an existing restaurant participating with a food truck would have to pay twice.

Rast said the fees had not been established yet and would be adopted by Council as part of the City's fee schedule. Staff was looking at nominal fees based on other fees in the City, as well as what other cities had in place. The fees would mainly cover the staff time that was required. Currently, TCBY was the only restaurant that could qualify for an exemption or waiver. The structure of the ordinance was so two to five trucks could operate at any one time, not necessarily at a special event, and food trucks would be allowed under the special event permit with a different fee structure. Rast had no issue waiving fees for local businesses.

Fleisch clarified that, under the special events permit, food trucks would be allowed at a tournament at the Baseball Soccer Complex (BSC), as long as they were part of the special events packet. Rast said that was correct. Staff would still have the internal review that was held now, but it would be handled separately because it was part of an event instead part of a "Food Truck Monday," for example.

Imker said he had concerns about hurting existing restaurants. He referred to the proposed ordinance, noting the trucks would be limited to General Commercial (GC), Office Institutional (OI), Light Industrial (LI), and Limited Use Industrial (LUI) areas, so they would not be in residents' communities. The Farmers' Market and the Industrial Park would be eligible areas, and Imker asked if it could be done in the Wal-Mart parking lot. Rast said the food trucks could only be located on private property under the proposed ordinance, and they must have the property owner's permission. Imker asked if the trucks could be located on City recreation areas, such as Drake Field. Rast said not the way the ordinance was written, but they could under the Special Event permit process.

Imker clarified that the trucks could only set up in the City two days a week for six hours each day. He questioned the rationale for that, adding that employees at an industry might expect a truck to come every day. Rast said that recommendation was based on information from the Atlanta Food Truck Alliance. Most of the ordinances/regulations from other cities allowed the food trucks to set up on public streets, but staff did not feel that was appropriate for the City, so staff looked at the Farmers' Market model with limited times regulated by ordinance and agreements. Staff felt two days a week would help prevent burdening or taking business away from local businesses. They did not want a carnival in a parking lot every day.

Imker said that was one of the concerns he had heard from citizens when the issue was first discussed, and he did not see that happening with the way the proposed ordinance was written. Imker continued that he understood fees would be addressed later. Another subsection in the proposed ordinance addressed lights on the food trucks, and there would be no flashing, blinking, or strobe lights. He was also concerned about the potential harm to existing restaurants. Imker proposed a six-month trial period, and for staff to come back to Council at the five-month point, April 13, 2013, to give feedback. He did not want restaurants shutting down because of food trucks.

Dienhart said, if he owned a local business and was concerned about the effect of the food trucks on it, he would have attended the meeting. No local restaurants were there. Six hours a day, two days a week, should not drive anyone out of business. It was not Council's job to get in the way of entrepreneurs. It was Council's jobs to enable people and create jobs where they could. This was something unique and different, and there were not a lot of bad things about it.

Imker said a review in six months would give Council an option to rescind the ordinance and felt Dienhart had made a lot of assumptions.

Fleisch asked if most of the food trucks would be local. Rast said they would not. Fleisch said local residents built bricks and mortar establishments. Dienhart said the vendors might move to the City after operating their trucks here. Fleisch did not think that would happen if they were operating in the City one day a week.

Learnard said there was a momentum she liked with the Farmers Market and Community Garden. The food trucks were similar to a block party spirit. If they were in a specified location on a certain day and time, then residents would load up their families on the golf cart and patronize them. During her research, she found that Smyrna had Food Truck Tuesday, 6:00 – 9:00 p.m., in a city park. People on a golf cart might enjoy that. A six-month review made sense, but this might not be something that went year-round. It might be best to wait for a new season to have a trial period since winter was approaching. She thought the concept would be a lot of fun. She asked if the trucks could be located at Drake Field on Fridays from 5:00 – 8:00 p.m. Rast said that could not happen under the proposed ordinance, but could happen under the Special Event permit. Privately-sponsored events were allowed twice a year, and City-sponsored events could be held four times a year. Learnard said some of the larger industrial companies might welcome the food trucks. Rast added that Daniel had spoken to tenants in the Industrial Park and Westpark that were interested. Rast said, personally, he would like to see some City facility locations identified, but privately-organized events on privately-owned property would come under the proposed ordinance.

Dienhart asked what the months of operation were. Daniel said they operated during good weather, typically starting in mid-April and shutting down around Thanksgiving.

Learnard said she supported staff's position, and she did not think there was a need to limit it to restaurants in the City. She did not think that was how it worked. The trucks were out there going to other cities, and the question was whether the City wanted to allow them to come here.

Haddix said he supported the ordinance without the Planning Commission's restriction. He said they needed to look at Murtaugh's suggestion regarding fees for any local businesses that participated. To get a full pattern of operation, there needed to be a review in one year rather than six months. The City could possibly add Drake Field as a location later after seeing how things went. Fleisch noted that dogs were allowed off-leash at Drake Field. Haddix added, if the ordinance was approved, it would need to be forwarded to the Fayette County Board of Health for review. Rast said he had been working with Robert Kurbes of the Fayette County Health Department, and that was the next step.

Imker said he agreed that it should not be limited to restaurants in the City. He changed his stance on the trial period, saying that, in a year or so, if the food trucks appeared to be harming the City, then Council could re-address the issue. He withdrew his request for the six-month trial period.

City Attorney Ted Meeker reminded Council the proposed ordinance was an amendment to the zoning ordinance, and there was a procedure to follow. Fleisch said she would like a report in six months. Dienhart said he would like some warm weather information for comparison. Fleisch suggested a report in nine months.

Learnard moved to adopt the proposed amendment to Section 908 to include staff's recommendation. Dienhart seconded. Motion carried unanimously.

New Agenda Items

11-12-01 Public Hearing – Multi-family Moratorium

Public Information Officer/City Clerk Betsy Tyler addressed Council, noting the moratorium on multi-family use had been in place for a number of years. Anyone interested in rezoning property to a multi-family use was first required to ask Council to lift the moratorium on the specific parcel before discussing a possible project with staff or applying for rezoning. The moratorium had to be voted on each year.

Haddix opened the public hearing. There were no comments. The public hearing closed.

Imker moved to extend the multi-family moratorium rezoning requests. Fleisch seconded. Motion carried unanimously.

11-12-02 Consider Amendment to Alcohol Ordinance – Growler Sampling Permits

Tyler reminded Council that Gremlin Growlers owner Glenn Gresham had asked Council to amend the alcohol ordinance to allow beer tasting at a recent meeting, which would be similar to the ordinance amendment approved one year ago for wine-tasting events. The proposed ordinance would allow dealers with a package sale license to sell or give samples of beer under specific circumstances. Gresham had done a good deal of research on what other cities had enacted, and staff compared that to the City's wine tasting ordinance to come up with the proposed amendment. It would be a growler sampling permit for craft beers in growler form. The amount of beer served to one person would be limited, ensuring it was truly a sample. A one-time \$150 fee would be paid, which was the same as for a change to an alcohol license, and the same fee for a wine-tasting permit. Tyler pointed out the individual samples would be limited to no more than two-ounces, and a person could get no more than four samples in a day.

Imker asked if there was any other terminology than growler that should be used. Gresham said there was no other terminology. Tyler added that was one of the reasons the proposed amendment was so long, since "growler" and other terms were defined. Haddix asked if the term was accepted in the industry. Gresham said it was. Meeker added the Department of Revenue also used the term "growler."

Learnard moved to approve the amendment to the alcohol ordinance for growler sampling and to set the fee as recommended. Fleisch seconded. Motion carried unanimously.

11-12-03 Consider Initiating Text Amendment to Permitted Uses within Zoning Ordinance

Rast said a local business owner wanted to relocate his salon business from Dividend Drive to Clover Reach. The business was currently located in General Industrial (GI) zoning. When the business opened, retail businesses had been permitted in within GI zoning as long as they were incidental to or supported the uses in the Industrial Park. The new location they wanted was zoned Light Industrial (LI). In 2008 and 2009, Council had looked at the zoning ordinances and identified uses specific to each zoning district. They had removed the retail component entirely from GI, but had left some home improvement retail in LI.

Rast asked Council which way they would like to proceed. The text to the LI ordinance could be amended to add barber or beauty shops. The proposed amendment had been advertised for public hearing at the November 12 Planning Commission meeting, and the public hearing

before Council would be held on December 6. Concurrently, the business owner had turned in a rezoning application for the My Gym property on Clover Reach.

Rast continued that the specific property in question was located in the Clover Reach Business Park. When the area was developed, The Avenue was the site of Hi-Brand Foods. The parcel had been zoned LI since 1980. The tract that was an appendage to The Avenue had been rezoned to Limited Use Commercial (LUC). There was a hodge-podge of uses and businesses in this area, and Clover Reach had been identified as an employment center and possibly as a redevelopment area in 2008 and 2009 during the work on the Comprehensive Plan.

Imker said he was looking for the pros and cons of making the change. Rast said, if the property was rezoned, there would be a commercial property in the middle of an industrial area, which was spot zoning. There was commercial in the vicinity, but it did not adjoin the tract. Imker said that would be a negative to rezoning. Rast said yes. He continued that the text amendment would open up the area for additional uses. The property in question had been an indoor children's gymnasium, which had failed, then a Christian academy, which had also failed. The building had been vacant for two or three years. The day care facility property located immediately south of the tract had also been vacant for several years. This was the only area in the City zoned LI. Imker asked whether any current LI businesses in the area were against amending the uses. Rast said they were not.

Learnard said she supported helping to get the business going, and the text change was the most appropriate and streamlined way to do it.

Haddix disagreed, saying the LI zoning should be left as it was. The reason the salon owner wanted to relocate to this property was because it was cheap. There were commercial properties for sale in the City that would work for the salon. This particular area struggled with this genre of businesses. He did not want to turn the property over just because it would be more affordable. He saw the text amendment opening a can of worms, with more commercial businesses wanting to do the same thing. Council could not say yes to one and deny the rest.

Dienhart said the text change applied to the whole area, so someone could come in and open another commercial business. It was not Council's job to get in the way, but it was Council's job to enable them to create jobs and a larger tax base. Haddix said it was throwing the zoning out the window. Dienhart said it was fixing the zoning and getting a successful business on an empty property.

Haddix said retail businesses were the ones that struggled, the ones that needed visibility and traffic flow. He asked Dienhart what the point of zoning was. The purpose of zoning was to control locations and growth. He noted the Three Dollar Café property had been empty for years, as had several others that were already zoned commercial. Dienhart said different financial models were successful in some places and not in others. He was not sure a former restaurant could be refitted for a salon. He reiterated the City should get out of the businessman's way and let him create some jobs.

Fleisch asked why the changes were made to the uses in 2008. Rast said LI (called Limited Industrial at that time) zoning had a clause that permitted retail businesses, provided such business was incidental to a permitted use or was primarily intended to serve a commercial need of the uses permitted in the LI zoning district. It was a very open-ended use description. General Industrial (GI) allowed any use permitted in LI depending on the lot size, which opened the entire Industrial Park to more retail uses. There had been karate and dance studios leasing

space in the Industrial Park, which provided the large, open spaces needed for the uses, but the properties did not have sufficient parking or lighting. There were conflicts between businesses, especially with children assembling next to a warehouse operation. The City wanted the GI zoning for larger industrial uses, with LI for support uses, noting that LI allowed shipping and receiving, furniture repair, and cabinet shops.

Haddix said many of the uses in LI were noisy, and the use needed to be preserved. There was already so much commercial space; he saw no reason to add to it.

Fleisch pointed out the doctor's office in the area, which were normally zoned Office Institutional (OI) or General Commercial (GC), asking if they should vacate their property, then the next business to move in should conform to the LI zoning. Rast said medical offices were allowed in GI and LI zoning, but were typically in OI and GC zoning, adding that the particular doctor's office had been in that location for a long time.

Imker said it was a simple choice – either advocate continued vacancy or entrepreneurship and get a business in the area. They should have a shot at it; and he was not prepared to advocate continued vacancy.

Learnard moved to direct staff to move forward with the text amendment allowing the use of a barber shop or salon in LI zoning. Imker seconded. Motion carried 4 – 1 (Haddix).

11-12-04 Consider RFP for Probation Services – Professional Probation Services

City Manager Jim Pennington said six companies had responded to the request for proposal (RFP) for probationary services for Municipal Court. The panel recommended Professional Probation Services. The City had been using Providence, and he supported the recommendation for Professional Probation Services.

Imker moved to approve the RFP from Professional Probation Services. Fleisch seconded. Motion carried unanimously.

11-12-05 Consider Mechanical Systems Maintenance Agreement – Shumate Mechanical

City Engineer Dave Borkowski addressed Council, recommending Shumate Mechanical for the mechanical systems maintenance agreement for 2013, with three optional renewals, and to brand name Shumate for non-routine items such as heating, ventilation, and air conditioning (HVAC) system replacements and non-warranty part issues. Two proposals were returned, Shumate returned the cheaper proposal, and they were very well qualified. Shumate was one of three Trane certified installers in the state, as well as having extensive knowledge of the systems in the City. Shumate had held the contract since 2009, had supplied the required labor costs and fees for the non-routine maintenance items, and they were acceptable for the brand-name purpose. Funds were available in the FY 2013 budget.

Dienhart asked what the "brand name" part of the agreement meant and what kind of projects those would be. Borkowski said, for example, if one of the units at the Library or City Hall needed replacement, the brand name enabled staff to go to them for replacement of the unit without going out to bid. Dienhart asked how much that could be – low and high. Borkowski said there was a wide range. Pennington added that the Trane system was bid out and put into operation several years ago, so the City had an automated system that Shumate had installed, adding whoever got the agreement had to be Trane certified. Dienhart said he did not support either a brand name or no bid process.

Community Services Director Jon Rorie said Shumate had done the last two big projects (Tennis Center and The Gathering Place), and the cost had hovered around \$30,000 each. Dienhart said those were fairly good-sized contracts, but the City could probably get a better price by bidding out the projects. Rorie said it was a bid process in that the "cost plus" process was used. All the Trane providers in the state could have bid. Dienhart said there were three certified Trane providers in the state. If there was a massive failure and the City had to replace system after system, there should not be a no-bid process. The City needed to make good decisions now to be prepared to make the right decision when the time came. No bid contracts rarely were the right decision.

Learnard said she was confused, adding she thought the agreement was for preventative and routine on-call maintenance services, not capital expense. It was not about purchasing new.

Pennington said the replacement of the majority of the City's HVAC systems several years ago was a comprehensive project. The project was financed, and had been recently refinanced.

Fleisch clarified this was part of the energy performance project, but not all the HVAC systems were replaced. She asked if the Recreation Administration Building renovation would fall under this agreement, asking if all new units would be purchased under this agreement. Borkowski said they would, and the Tennis Center, Gathering Place, and Rec Admin would be covered since those buildings were not part of the original program. Shumate had provided very reasonable rates, and the City could have Shumate replace the system in one of the facilities without going out to bid or RFP for the equipment. Fleisch asked if there was any guarantee on Shumate's work. Borkowski said if Shumate installed the equipment, then the maintenance would fall under the service agreement.

Learnard clarified that they were discussing replacing old equipment with new equipment. Dienhart said there was potential for a no-bid contract under this situation. Learnard said Shumate had provided those costs, noting their rates were half of the other company's. Dienhart said the City should not "no bid" something as expensive as an HVAC replacement system. Meeker said there were two components to the RFP – maintenance and name brand, clarifying that Dienhart's concern was with the "brand name" component.

Haddix said the replacement of the energy systems made a big difference, but it had been a very extensive process. Financial Services Director Paul Salvatore confirmed this. Haddix continued that timing was a critical issue many times when the air went out. Shumate would risk a lot of business if they gouged the City on prices. Dienhart said he was not saying the company would gouge the City, but competition might bring in a better cost, and he did not want to see another no bid situation. Pennington added that, no matter what was done, it was wiser to have someone on call and under contract with specific requirements and specific costs. Dienhart said he had no problem with the maintenance piece of the contract, but when a major piece of equipment failed, he did not want a no bid situation.

Borkowski explained the "brand name" part of the agreement was more for Shumate's installation services than the equipment, saying the City would not give them a blank check for a \$50,000 piece of equipment.

Learnard said Dienhart's concern was the cost to replace that \$50,000 piece of equipment and whether it was part of the agreement. Borkowski said Shumate had given the City the specific rates. The price for the equipment would be what it was going to be. The brand name was for the maintenance and installation. Learnard said she was referring to the piece of equipment.

Borkowski said maintenance and installation was what staff asked to be brand named. The cost for equipment would vary. Staff would have to look for competitive pricing on the equipment. Dienhart asked if it was possible the City would have to pay \$50,000 for no bid work if the agreement was approved. Borkowski said installation services could be very expensive.

Learnard said there would be competitive bidding on the equipment. Borkowski said yes, adding he might not have explained the process very well. Staff was asking Council to approve cost plus for installation of new equipment. Borkowski said cost plus was the cost of the equipment plus the fee to install it, which could be substantial when talking about the system for a large facility.

Fleisch asked what brand the new units for the Tennis Center and Gathering Place were. Rorie said the systems were replaced with Trane units, and they had been added to the current agreement. Fleisch asked if the City needed a certified company like Shumate to keep the warranties valid. Rorie said yes, and part of the problem was there was a hodge-podge of systems throughout the City, and one of the goals should be to streamline and standardize that. Rorie continued that there would always be a profit for the seller in any equipment the City bought. However, he believed the cost plus was 10% over the cost of the equipment, which was very competitive. Staff had gone through a competitive bid process to get to this point.

Fleisch asked if the Tennis Center and Gathering Place HVAC replacements had been bid out. Rorie said they had, but this agreement had not been in place. Fleisch asked if something had failed, would it have still been bid out. Rorie said there was a provision in the ordinance for emergency repairs and replacement. It took two and one-half months to get a unit replaced at the Tennis Center because this type of agreement was not in place.

Learnard said this was an industry standard, and she supported it. There was a level of responsiveness and professionalism they needed to maintain. It had already been competitively bid.

Dienhart said he did not like that part of the agreement, and he would vote against it. Staff had done a great job putting it together, but he did not like that one particular piece. Fleisch said it would be good to have more things under warranty and a service agreement throughout the City. Dienhart said his problem was not with Shumate, but the process. Pennington said the HVAC was not the only area where staff wanted centralized maintenance agreements.

Imker clarified the award was for \$120,000 plus for calendar year 2013, or \$10,000 per month, whether they came out 20 times a month to service equipment or 50 times. Borkowski said that was correct, adding if there were problems with a piece of equipment, Shumate would come out as many times as needed. Imker continued that many of the HVAC systems were replaced in 2006 for \$1.25 million, which was recently refinanced with the Facilities Authority bond to a 2% interest rate.

Imker was concerned with the firm fixed price and cost plus, saying cost plus was generally used for development when the outcome was not known. This was not a job where the contractor might fail, so it sounded more like a fixed price-type contract. There was also a 5% increase each additional option year. He wanted to ensure it was not automatically approved for the optional first year. Meeker said there was an automatic rollover provision where the City could only get out of the agreement by giving notice. Imker said those were automatic unless Council took action. In 2014, he wanted to be advised so a letter could be sent and the contract could

be re-bid to a fixed price contract. Service agreements should not be cost plus. There was no risk in this kind of work.

Fleisch asked if the City had gotten bang for its buck by using Shumate since 2009. Borkowski said the City was definitely getting what it was paying for, especially with all the work required with the new Kedron bubble. Shumate had gone above and beyond what was expected.

Imker asked that a PDF of the contract terms (stating what would be serviced) be sent to Council to assure it was a real value.

Learnard moved to approve awarding the mechanical services agreement to Shumate Mechanical. Fleisch seconded. Motion carried 4 – 1 (Dienhart).

11-12-06 Consider Reclassification of Position at Amphitheater

Human Resources and Risk Management Director Ellece Brown explained the request was to replace two positions (part-time box office manager and sales & marketing coordinator) at the Fred with one (sales & marketing assistant/box office coordinator). She continued that Amphitheater Director/CVB Executive Director Nancy Price and her team had operated the box office with a seasonal part-time position and had a full-time sales & marketing coordinator, who had recently resigned. Price believed combining the two positions would be better and more efficient. The peak time for group sales was during the off-season for The Fred. The position was sent to the Mercer Group for evaluation, and came back with a recommended a salary grade level of 276. The additional cost per year would be \$1,873, which would be reimbursed to the City by the Convention & Visitors Bureau (CVB).

Learnard moved to approve eliminating the part-time box office supervisor and sales & marketing coordinator positions and replacing them with the sales & marketing assistant/box office coordinator position, per the Council packet. Fleisch seconded. Motion carried unanimously.

Council/Staff Topics

Hot Topics Update

Pennington noted the "maze" in the City Hall lobby, saying it would be there during the Occupational Tax and Alcohol License renewal season. It would be the most difficult year ever with the Systematic Alien Verification for Entitlements (SAVE) and E-Verify requirements. Most of the Administrative Services staff would be dedicated to the process for the next three months or so, and staff was already fielding calls from very upset individuals. People had to personally come in with proof of residency. Other things might slow down in the meantime. Finance was also running behind on some things. A number of items going out for bid had to be rescheduled, and staff also had to go through the SAVE and E-Verify process for all the City's vendors. Staff was moving ahead.

Imker said this was the result of mindless pencil-necked bureaucrats in Washington who had no idea of the impact on the local level. He did not want staff going out of the way to ensure every box on a form was filled in. He asked how many businesses there were. Tyler said there were 1,800 business, 2,500 vendors, and just under 100 alcohol licenses.

Learnard said there was a state component on these requirements, and she had spoken to State Representative Matt Ramsey, who was looking at tweaking the legislation where possible. She needed enumeration of what it was costing the City and the taxpayers. Pennington said staff was putting the information together.

Dienhart said it was a perfect example of government getting in the way of business. Imker added the intent was valid, but the implementation was screwed up.

Pennington said he had an item for the December 6 agenda, adding that in the past, the City had closed on Mondays when Tuesday was a holiday. He recommending closing on December 31, and it would be on the agenda for the next meeting.

Fleisch noted that a Boy Scout troop would be taking canoes to the silt island in Lake Peachtree to clean it up. Public Services Director Mark Caspar and Police Chief H.C. "Skip" Clark had checked out the island and found a lot of trash. She also thanked the Police Department for collecting items for the victims of Hurricane Sandy.

Imker referred to Consent Agenda Item #6 and the fact the funding had come from the Facilities Authority bond, but he did not see it on the list, asking if it was covered somewhere else. Salvatore said it was called the training facility on the list, not the burn building. Salvatore said there was \$12,000 left in the line item after awarding the bid.

Executive Session to Discuss Settlement of Claim against the City by Mayor

Imker moved to enter into executive session to discuss settlement of the claim against the City by the Mayor at 8:56 p.m. Fleisch seconded. Motion carried unanimously.

The regular meeting reconvened at 9:27 p.m. Laurel Henderson, outside counsel for the City in the lawsuit, asked Haddix to recuse himself from this part of the meeting and to step away from the dais. Mayor Pro-tem Learnard took the chair and called for a motion.

Consider Proposed Settlement Agreement Regarding Claim against City by Mayor

Fleisch moved to approve the settlement agreement regarding the claim against the City by the Mayor. Dienhart seconded. Motion carried 4-0.

Learnard said restoring Haddix's pay was the fiscally responsible thing to do, adding the Mayor had made it clear he would carry through with his lawsuit, the cost of which could reach six figures. She was confident the City would have prevailed, but she wanted to protect the taxpayers.

Imker agreed with Learnard, saying he wanted to protect the City and the taxpayers. Dienhart also said his decision was strictly fiscal. Fleisch said there were no winners in this situation, including the people Council served.

Consider Payment of Outside Counsel to Represent City in Claim against City by Mayor

Learnard turned the gavel over to Haddix.

Imker move to approve payment of outside counsel to represent the City in the claim against the City by the Mayor. Learnard seconded.

Haddix noted that the wording should be payment for the representation already provided to the City. Imker withdrew his motion. Learnard withdrew her second.

Henderson said the motion should be to pay outside counsel for representation of the City in the claim by the Mayor.

Imker moved to approve payment to outside counsel for representation of the City in the claim against the City by the Mayor. Learnard seconded. Motion carried 4-1 (Haddix).

Haddix asked if another executive session was needed. Meeker said an executive session was on the original agenda, but was not reflected on the revised agenda. There would need to be a special called meeting to discuss some items.

There being no further business to discuss, Imker moved to adjourn the meeting. Learnard seconded. Motion carried unanimously. The meeting adjourned at 9:32 p.m.

Pamela Dufresne, Deputy City Clerk

Don Haddix, Mayor

City Event Calendar

<u>October</u>	<u>November</u>	<u>December</u>
		12/1 – Hometown Holiday 12/6 – City Council Meeting, 7 pm 12/24 & 25 – Christmas Holiday, City Offices Closed
<u>2013</u>		
<u>January</u>	<u>February</u>	<u>March</u>
1/1 – New Year's Day, City Offices Closed 1/3 – City Council Meeting, 7 pm 1/8 – Association of Fayette County Governemnts, 6:30 pm, Peachtree City 1/15 – Council Workshop (Tentative), 6:30 1/17 – City Council Meeting, 7 pm 1/21 – MLK Day, City Offices Closed	2/5 – Council Workshop (Tentative), 6:30 2/7 – City Council Meeting, 7 pm 2/21 – City Council Meeting, 7 pm	3/5 – Council Workshop (Tentative), 6:30 3/7 – City Council Meeting, 7 pm 3/21 – City Council Meeting, 7 pm
<u>April</u>	<u>May</u>	<u>June</u>
4/2 – Council Workshop (Tentative), 6:30 4/4 – City Council Meeting, 7 pm 4/18 – City Council Meeting, 7 pm	5/2 – City Council Meeting, 7 pm 5/7 – Council Workshop (Tentative), 6:30 5/16 – City Council Meeting, 7 pm 5/27 – Memorial Day, City Offices Closed	6/4 – Council Workshop (Tentative), 6:30 6/6 – City Council Meeting, 7 pm 6/20 – City Council Meeting, 7 pm
<u>July</u>	<u>August</u>	<u>September</u>
7/2 – Council Workshop (Tentative), 6:30 7/4 – Independence Day, City Offices Closed – Parade & Fireworks 7/18 – City Council Meeting, 7 pm	8/1 – City Council Meeting, 7 pm 8/6 – Council Workshop (Tentative), 6:30 8/15 – City Council Meeting, 7 pm	9/2 – Labor Day, City Offices Closed 9/3 – Council Workshop (Tentative), 6:30 9/5 – City Council Meeting, 7 pm 9/19 – City Council Meeting, 7 pm

Note: Items in **BOLD** are new additions

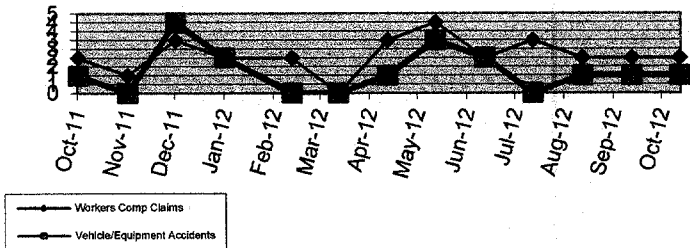
Updated 11/26/2012

Administrative Services

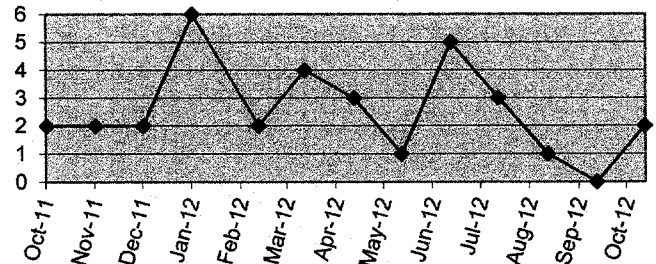
Monthly Report

Human Resources & Risk Management

Workers Comp Claims & Vehicle/Equipment Accidents



Employee Resignations/Terminations



Turnover Rate (Annual)

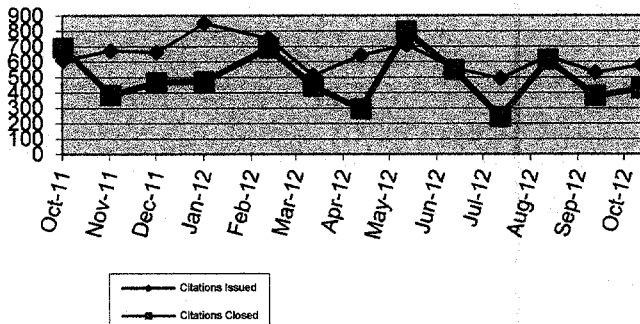
FY 2013 (YTD)
0.68%

FY 2012
10.69%

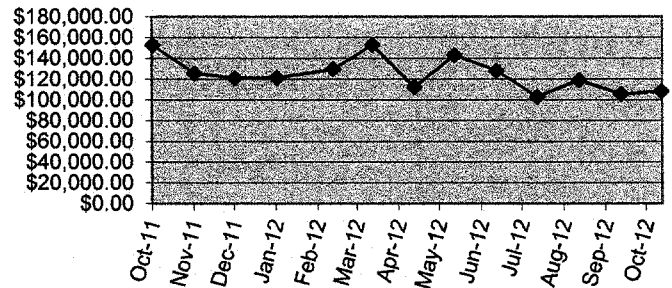
NOTES: FY 2013 figures do not include RIFs or seasonal positions.

Municipal Court

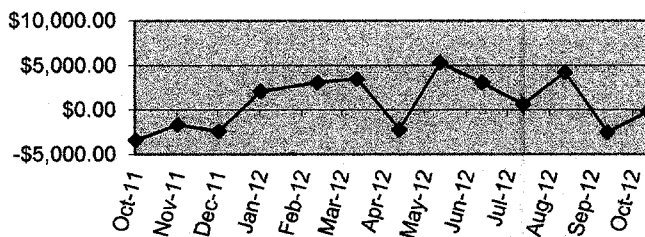
Citations Issued vs Closed



Fines Assessed*



Jail Fund Balance**
\$131,457.03
as of October 31, 2012



* Approximately 33% of the Municipal Court Fines Collected reflect mandated add-ons that pass through to State and other agencies. The monies reflected above are not the actual revenues received; for revenue received, please refer to Financial Services report "General Fund Revenues Received: Fines & Forfeitures"

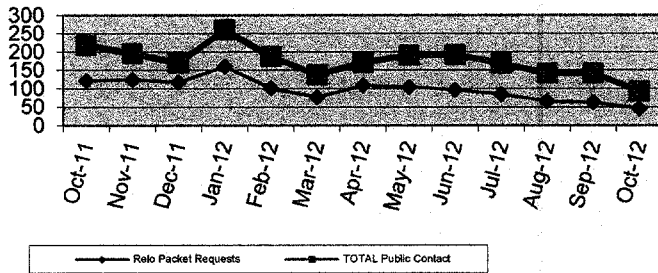
** A positive Jail Fund Balance reflects a credit with the County based on jail fees paid versus number of prisoners housed

Administrative Services

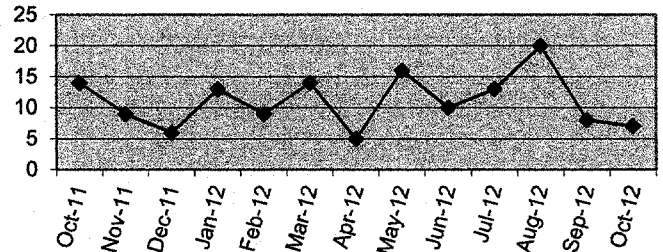
Monthly Report

Public Information

Public Contact / Comments / Questions



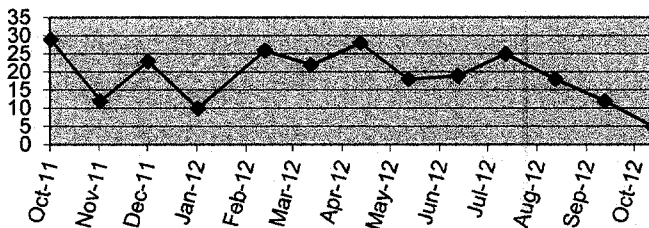
Open Records / Discovery Requests



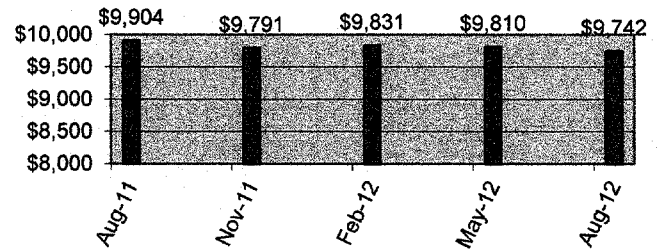
NOTE: Packet Request form added to web site 3/21/2011

City Clerk

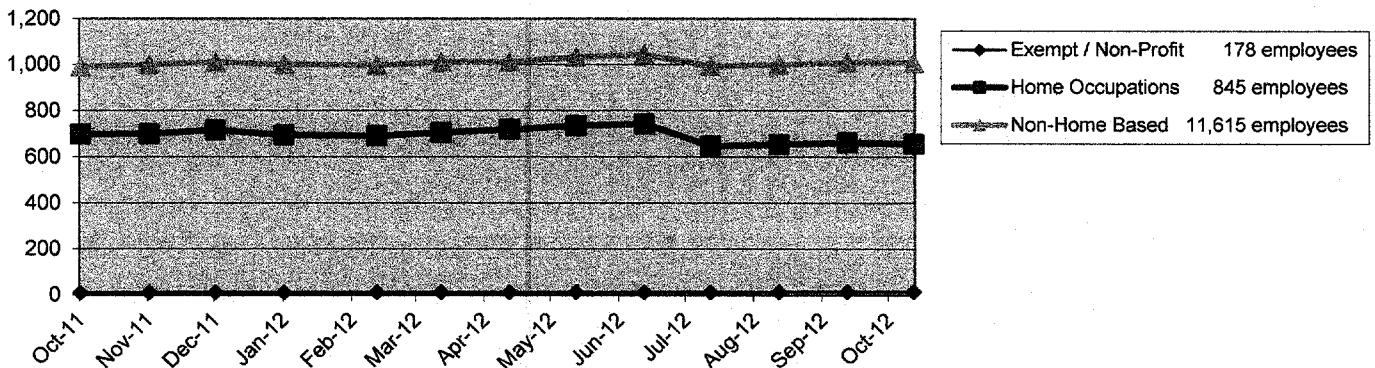
New Businesses Registered



Quarterly Sanitation Franchise Fees



**Registered Businesses
(with current employment figures)**



Note: April - June finalizes the annual registration and eliminates closed businesses for previous year. New businesses are added as they register.

Top 10 Employers by # of employees (no changes):

NCR, Cooper Lighting, Hoshizaki, Panasonic, Wal-Mart, Randstad, Alenco, World Airways, Avery Dennison, Kroger (Kedron)

City Council Monthly Report

As of: 11/16/2012

DEPARTMENT:
SUPERVISOR:

PLANNING & ZONING
DAVID RAST

FISCAL YEAR:
CREATOR:

2013
KATHY GRAY

MONTH:	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
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COMPARISON CHART

YTD FY 2013	OCT of FY 2012	OCT of FY 2011
1	1	8
2	4	4
0	0	0
0	0	0
34	27	88
169	154	324

Single Family Units:	1											
Single Family C.O.'s	2											
Multi Family Units:	0											
Multi Family C.O.'s	0											
Miscellaneous*	34											
INSPECTIONS:	169											

New Construction:	1											
Non-Residential C.O.'s	5											
Expansion/Renovation/Tenant Finish:	6											
Miscellaneous*	7											
INSPECTIONS:	96											

DEVELOPMENT PERMITS	2											
POPULATION ESTIMATE*	4											
BUILDING PERMIT FEES	\$15,955											

Tree Removal Permits:	67											
Sign Permits:	\$700											
Banner/Special Event Permits:	\$295											
New Construction Plan Reviews:	\$415											
Other Plan Reviews/Permits:	\$325											
Misc permit fees	\$57											
Fire Department Permit Fees:	\$900											
TOTAL PLAN REVIEW FEES	\$2,692											

TOTAL FEES COLLECTED	\$3,867											
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* Miscellaneous permits are: Fences, Pools, Additions/Renovations, Reroofings, etc

^ Based on 2.09 people per residential CO

± Other plan reviews: Soil Erosion permits, Land Disturbance Fee, Site Plan & Final Site Plan reviews

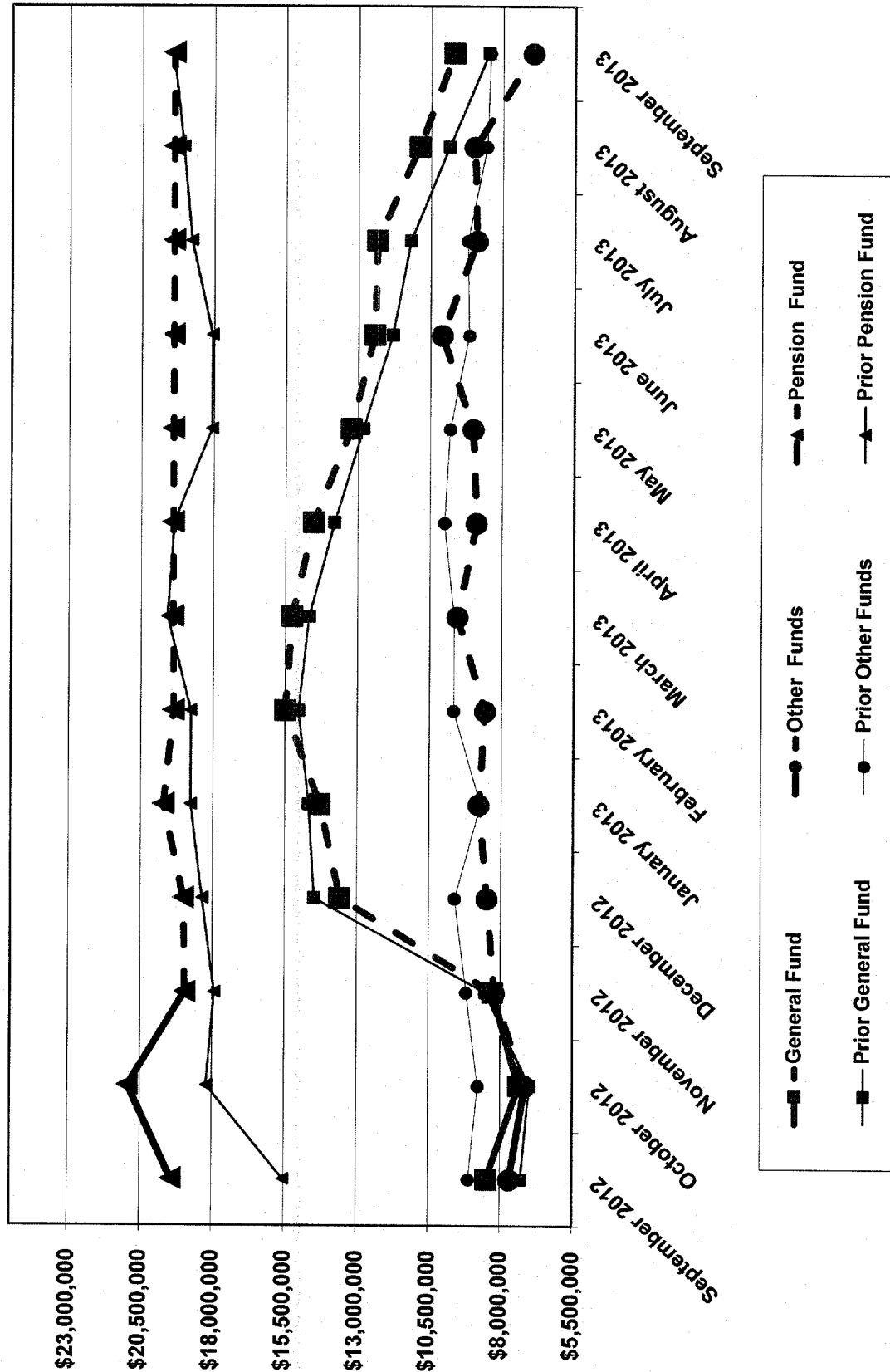
1	0	0
5	2	8
6	15	12
7	0	0
96	82	NA

2	2	5
4	36,811	36,735
\$15,955	35,243	\$20,463

67	0	NA
\$700	\$430	NA
\$295	\$215	NA
\$415	\$959	NA
\$325	\$1,690	NA
\$57	\$0	NA
\$900	\$1,671	NA
\$2,692	\$4,965	NA

\$3,867	\$4,965	
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CITY OF PEACHTREE CITY
FISCAL YEAR 2013 (with prior year comparison and current year estimates)
MONTHLY ENDING CASH/INVESTMENT BALANCES
(UNAUDITED)



Note: Other Funds include Special Revenue Funds, Capital Projects Funds, Debt Service Funds, Proprietary Funds (including the Stormwater Utility Fund), and Agency Funds.

**CITY OF PEACHTREE CITY
MONTHLY REPORT
GENERAL FUND AND HOTEL/MOTEL TAX FUND
BUDGET COMPARISON (UNAUDITED)
FOR THE ONE MONTH ENDED OCTOBER 31, 2012**

PERCENTAGE OF BUDGET YEAR COMPLETED 8.33% (ACTUAL TRANSACTIONS STILL PENDING)

GENERAL FUND REVENUES BY MAJOR CATEGORIES				
Description	2013 Budget	YTD Actual	Dollar Difference	Percentage To-Date
General Property Taxes	\$ 11,832,989	\$ 440,624	\$ (11,392,365)	3.72%
Franchise Taxes	2,628,893	23,641	(2,605,252)	0.90%
Local Option Sales Tax	6,537,861	527,147	(6,010,714)	8.06%
Other Sales & Use Taxes	718,870	55,245	(663,625)	7.68%
Business Taxes	2,135,151	1,713,792	(421,359)	80.27%
Licenses & Permits	655,664	21,552	(634,112)	3.29%
Intergovernmental/Grants	251,613	28,500	(223,113)	11.33%
Charges for Services - Other	1,135,447	28,303	(1,107,144)	2.49%
EMS Billings	473,704	22,601	(451,103)	4.77%
Fines & Forfeitures	1,215,392	72,151	(1,143,241)	5.94%
Investment Income	57,429	2,981	(54,448)	5.19%
Other Revenue	160,146	11,463	(148,683)	7.16%
Other Financing Sources	310,370	25,017	(285,353)	8.06%
Total General Fund Revenues	\$ 28,113,529	\$ 2,973,017	\$ (25,140,512)	10.58%
Surplus Carryover	564,979			
Total General Fund	\$ 28,678,508			

GENERAL FUND EXPENDITURES BY DIVISION AND/OR TYPE				
Division and/or Type	2013 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Executive Services	\$ 385,480	\$ 33,060	\$ 352,420	8.58%
Administrative Services	1,209,179	88,048	1,121,131	7.28%
Financial Services	1,154,375	110,220	1,044,155	9.55%
Police Services/Code Enforcement	7,260,697	662,106	6,598,591	9.12%
Fire/EMS Services	6,898,803	568,700	6,330,103	8.24%
Public Works/Buildings & Grounds/Engineering	4,980,695	337,493	4,643,202	6.78%
Community Services	4,343,174	290,847	4,052,327	6.70%
Non-Divisional:				
Unemployment Insurance	48,000	-	48,000	0.00%
Council Contingency	-	-	-	0.00%
Non-Profit Organizations	22,500	-	22,500	0.00%
Transfer to Development Authority	-	-	-	0.00%
Transfers to Other Funds	2,652,992	57,131	2,595,861	2.15%
Liability Insurance	94,205	-	94,205	0.00%
Litigation Services	102,000	5,948	96,052	5.83%
General Administration/Miscellaneous	46,318	-	46,318	0.00%
Budgeted Savings	(519,910)	-	(519,910)	0.00%
Total General Fund	\$ 28,678,508	\$ 2,153,553	\$ 26,524,955	7.51%

HOTEL/MOTEL FUND REVENUES				
Description	2013 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Total Hotel/Motel Taxes	\$ 826,112	\$ 75,052	\$ (751,060)	9.08%

HOTEL/MOTEL TRANSFERS OUT				
Type	2013 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Transfer to General Fund	\$ 275,371	\$ 25,017	\$ 250,354	9.08%
Transfer to Tourism Association	550,741	50,035	500,706	9.09%
Total Hotel/Motel Transfers Out	\$ 826,112	\$ 75,052	\$ 751,060	9.08%

CITY OF PEACHTREE CITY
FINANCIAL SERVICES
MONTHLY REPORT
(UNAUDITED)
AS OF OCTOBER 31, 2012

SUMMARY OF OVER \$10,000 EXPENDITURES APPROVED BY CITY MANAGER OCTOBER 2012			
Description	Vendor	Award	Date
SmithCo Super Star Diesel 3W-D	Golf Ventures	\$ 20,881.00	10/12/2012
Fingerprinting Scanner & Agreement	Cross Match Technologies	10,465.31	10/22/2012
Bulk Oil Shed Repair & Replacement	Barber Petroleum Equipment	13,679.99	10/24/2012

PURCHASING REPORT FOR MONTH ENDED October 31, 2012 AND October 31, 2011		
Activity	Fiscal Year 2013	Fiscal Year 2012
Purchase Orders / Requisitions Processed	313	335
City Store Requisitions Processed	14	13
Sealed Bids Requested	6	7
Requests for Proposals	1	1
Bids Awarded	2	4
Requests for Proposals Awarded	1	0
Contracts Prepared	4	4
Electronic Auction	0	5
Fixed Assets Purchased	5	4
SmithCo Supr Star Diesel 3-WD		
Whacker Packer (2)		
Fuel Canopy Replacement		
Fingerprinting Scanner		

CITY OF PEACHTREE CITY
DONATIONS RECEIVED
OCTOBER 2012

None received in current month

-

TOTAL MONTH OF OCTOBER 2012

\$	-
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CITY OF PEACHTREE CITY
LITIGATION SERVICES
FISCAL YEAR 2013
PAID AS OF OCTOBER 31, 2012

Litigation Services (100-1505-579130)

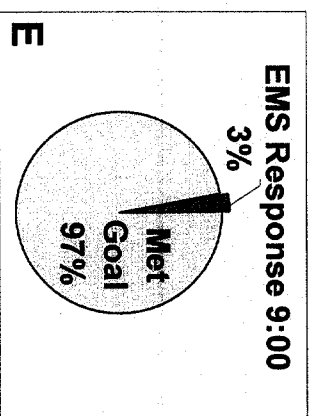
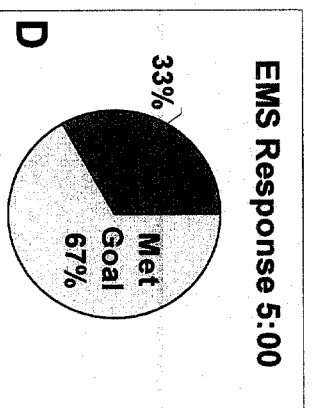
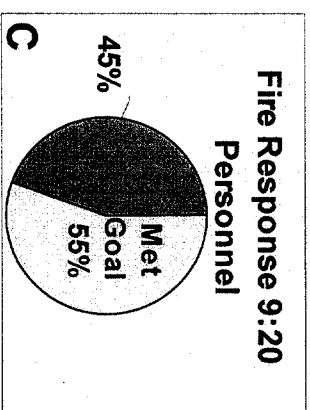
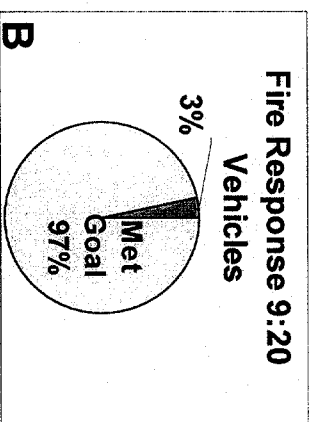
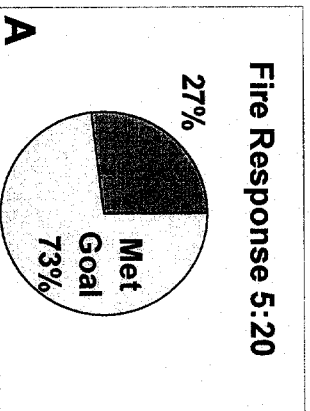
<u>Vendor</u>	<u>Month Paid</u>	<u>Project</u>	<u>Amount</u>
GIRMA	October 2012	EEOC Claim	\$ 5,898.11
	October 2012	EEOC Claim	49.40
			<u>5,947.51</u>
Amount Reported - October 2012 Monthly Report to City Council			<u><u>\$ 5,947.51</u></u>

PEACHTREE CITY FIRE/RESCUE

MONTHLY REPORT

October 2012

RESPONSE BENCHMARKS (12 MONTH LOOK-BACK) (November 11 – October 12)

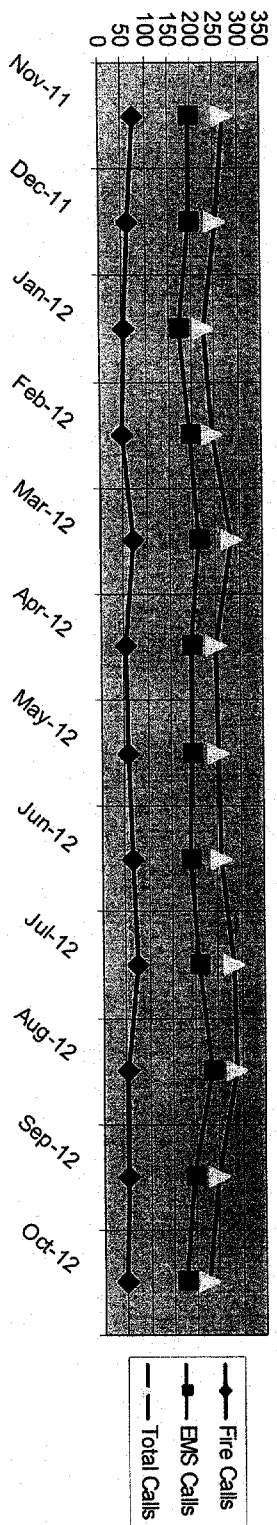


Benchmarks are based on NFPA 1710 Standards as follows:

- A) Fire Call: First arriving Engine Company arrives in 5 minutes 20 seconds from notification 90% of time. (Engine & 4 Firefighters)
- B) Fire Call: Initial full alarm assignment arrives in 9 minutes 20 seconds from notification 90% of time. (2 Engines, Aerial, Squad, Ambulance)
- C) Fire Call: Initial full alarm assignment arrives in 9 minutes 20 seconds from notification 90% of time. (15 Firefighters)
- D) EMS Call: First arriving EMS Unit arrives in 5 minutes from notification 90% of time. (EMS Unit & 2 EMTs/Paramedics)
- E) EMS Call: ALS Ambulance arrives in 9 minutes from notification 90% of time. (EMS Units & 4 EMTs/Paramedics)

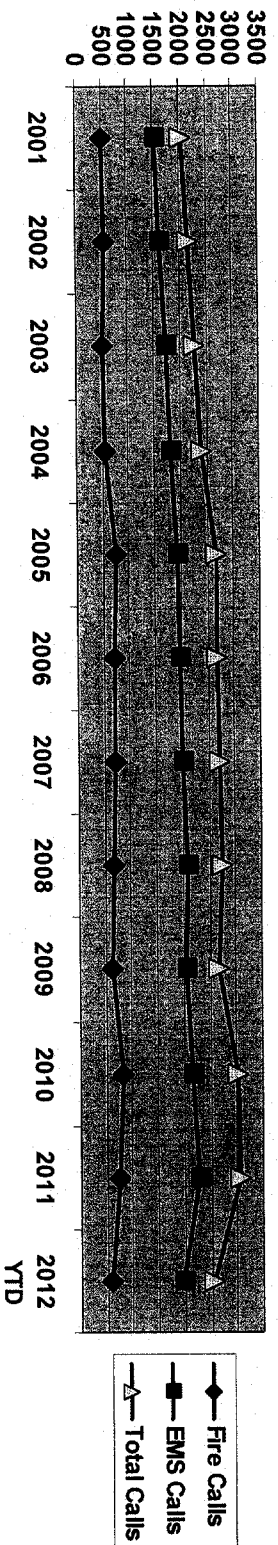
MONTHLY RESPONSES (Last 12 Months)

Fire Department Response by Call Type



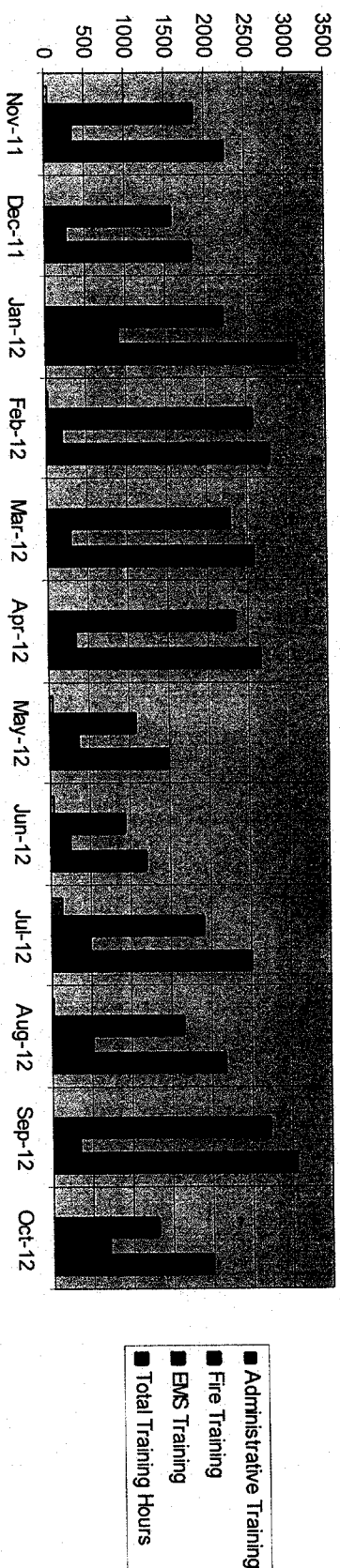
TOTAL ANNUAL RESPONSES (PAST 12 CALENDAR YEARS)

Fire Department Calendar Year Response Totals



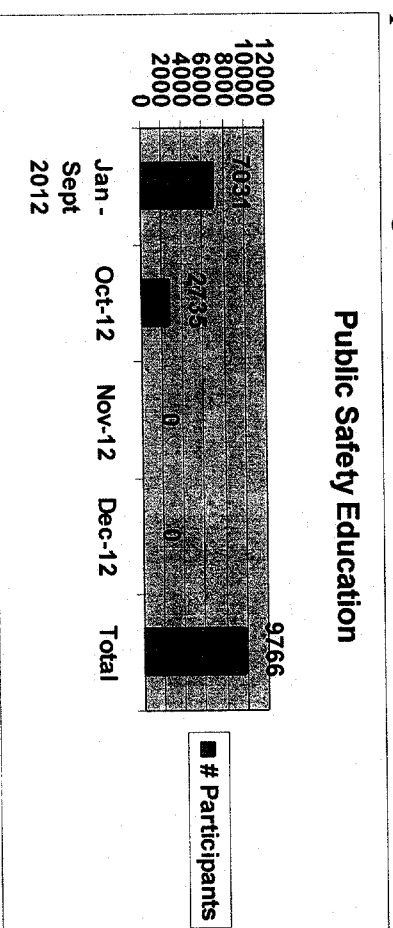
TRAINING HOURS (Last 12 Months)

Monthly Fire Department Training Hours



QUARTERLY FOCUS AREA

Every Quarter the Fire Department has a different focus. This area of the monthly report will show where the department is in accomplishing its goal or requirement. The following are the focus areas and how many items must be completed or done per quarter. The charts will change with the quarter changes.



GOALS

Jan-Mar (Inspections-1011)
 Apr-Jun (Hydrants-1704)
 Jul-Sep (Pre-Plans-1024)
 Oct-Dec (Public Education-3500)

LIBRARY

ACTIVITY DESCRIPTION	UNIT	October	November	December	January	February	March	April	May	June	July	August	September	FY2013 YEAR-TO-DATE	FY2012 YEAR-TO-DATE
Items - Acquired	Num.	520												520	406
Items - Circulated	Num.	37,687												37,687	40,844
Items - Loaned to Other Libraries	Num.	1,278												1,278	1,330
Items - Borrowed From Other Libraries	Num.	2,331												2,331	2,321
Class Visits	Num.	3												3	2
Group Meetings	Num.	46												46	33
Monthly Traffic	Num.													0	22,511
Children's Programs	Num.	22												22	22
Number of Participants	Num.	983												983	1,561
Adult Programs	Num.	4												4	3
Number of Participants	Num.	90												90	71
Revenue from Overdue Books	Dis.	4,670												4,670	3,198
Revenue from Copies Made	Dis.	409												409	631
Reference Assistance	Num.	853												853	1,710
Internet Usage	Num.	2,585												2,585	3,072
Volunteers	Num.	42												42	38
Number of Hours Worked	Num.	341												341	333
eBook/Audio Downloads	Num.	923												923	774

Notes: The library hosted 3 weeks of Advance Voting for the Nov. 6 election. Over 11,000 ballots were cast during that time. Upcoming programs include - National Novel Writing Month (NaNoWriMo) in November. The library will host a series of "write-ins," including an all-nighter! We will also be bringing the Coca-Cola Space Science Center Mobile Astronomy Lab to Peachtree City (February) which will feature a digital portable planetarium as well as a nighttime stargazing program complete with telescopes.

PEACHTREE CITY POLICE DEPARTMENT

2012 MONTHLY REPORT

SEPTEMBER 2012 OCTOBER 2012 2012 2011
 Calendar Year to Date Calendar Year to Date

PART I CRIMES: Criminal Homicide, Forcible Rape, Robbery, Aggravated Assault, Arson, Motor Vehicle Theft, Theft, Burglary

TOTAL PART I CRIMES	48	52	409	393
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<u>DUI ARRESTS</u>	14	14	126	147
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DRUG ARRESTS: Marijuana, Methamphetamine, Cocaine, Other (opium, heroin, etc)

TOTAL DRUG ARRESTS:	9	13	84	78
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OTHER ARRESTS

PROPERTY CRIMES	31	16	205	154
PERSON CRIMES	10	7	87	52
TRAFFIC OFFENSES	17	10	180	253
OTHER	34	14	285	338

<u>CALLS ANSWERED:</u>	3,357	3,714	* 39,672	57,592
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TRAFFIC:

CITATIONS ISSUED	529	525	6,040	7,555
CITY ORDINANCES	38	27	450	441
WARNINGS	787	799	8,608	10,536
ACCIDENTS	87	75	941	904

TOP 5 ACCIDENT LOCATIONS – MONTH

HWY 74 / HWY 54	4
HWY 54 / PEACHTREE PARKWAY	4
PEACHTREE PARKWAY / CROSSTOWN DR	3
HWY 54 / COMMERCE DR	2
HWY 54 / PLANTERRA	1

*Because of issues with the new CAD software, this total number does not accurately reflect the number of calls for service for the months of May to August 2012.

Peachtree City Code Enforcement Monthly Report 2012

Case Summary	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	YTD	2011 YTD
Cleanliness of Premises (Grass)														
New Cases	0	1	87	181	152	40	69	80	92	21			723	492
NOVs Reactive	0	0	2	8	3	6	6	10	4	2			41	39
NOVs Proactive	0	1	85	171	149	33	62	70	88	18			877	449
Citations	0	0	0	1	0	0	0	0	1	0			2	6
Unfounded	0	0	0	1	0	1	1	0	0	1			4	1
Cleanliness of Premises (Trash)														
New Cases	25	49	25	27	28	18	21	32	20	28			273	285
NOVs Reactive	3	5	6	3	7	4	2	1	6	7			44	51
NOVs Proactive	22	39	18	23	20	13	19	29	13	20			216	226
Citations	0	2	0	0	0	0	0	0	0	0			2	10
Unfounded	0	4	1	1	1	1	0	2	1	1			12	4
Cleanliness of Premises (Auto)														
New Cases	76	45	37	32	19	19	11	15	18	18			280	181
NOVs Reactive	2	0	3	0	2	1	0	1	1	3			13	14
NOVs Proactive	73	45	33	32	16	16	11	14	17	15			272	164
Citations	1	0	0	0	0	0	0	0	0	0			1	3
Unfounded	0	0	1	0	1	2	0	0	0	0			4	2
Parking Restrictions														
New Cases	15	17	30	24	29	21	29	29	19	21			234	214
NOVs Reactive	4	2	12	2	4	1	3	5	8	1			42	30
NOVs Proactive	11	15	17	22	24	20	24	23	11	20			187	157
Citations	0	0	0	0	0	0	0	0	0	0			0	4
Unfounded	0	0	1	0	1	0	2	1	0	0			5	13
Accessory Use to Dwellings														
New Cases	16	22	22	19	19	14	16	22	18	16			184	156
NOVs Reactive	0	0	2	2	0	0	1	3	2	0			10	13
NOVs Proactive	15	22	20	17	19	14	15	18	14	16			170	142
Citations	0	0	0	0	0	0	0	0	0	0			0	3
Unfounded	1	0	0	0	0	0	0	1	2	0			4	1
Sign Violations														
New Cases	8	7	16	18	25	16	18	17	8	14			147	140
NOVs Reactive	1	1	2	0	1	5	1	0	2	1			14	12
NOVs Proactive	7	6	14	17	23	10	17	17	4	13			128	125
Citations	0	1	0	0	1	0	0	0	0	0			2	2
Unfounded	0	1	0	1	0	1	0	0	2	0			5	1
Rehabs														
New Cases	0	2	3	2	4	2	1	4	1	1			20	16
NOVs Reactive	0	2	2	2	4	2	1	4	0	1			18	2
NOVs Proactive	0	0	1	0	0	0	0	0	1	0			2	14
Citations	0	0	0	0	0	0	0	0	0	0			0	1
Unfounded	0	0	0	0	0	0	0	0	0	0			0	0
Miscellaneous														
New Cases	7	12	17	22	26	186	32	23	12	29			364	300
NOVs Reactive	0	4	3	8	13	7	15	7	3	7			57	69
NOVs Proactive	7	4	9	12	8	177	13	12	7	16			268	212
Citations	0	0	0	0	2	1	2	3	0	2			10	11
Unfounded	0	4	5	2	3	1	4	1	2	5			27	14
Totals														
New Cases	147	155	237	325	302	316	197	222	188*	148**			1901	1786
NOVs Reactive	10	14	32	25	34	28	29	31	26	22			243	232
NOVs Proactive	135	132	197	294	259	283	161	183	155	118			1817	1545
Citations	1	3	0	1	3	1	2	3	1	2			17	40
Unfounded	1	9	8	5	6	6	7	5	7	7			61	36
Signs Confiscated	71	63	141	212	136	156	305	151	167	141			1543	978
Parks Checked	143	116	118	114	127	102	110	125	137	137			1229	5443

* September 2012 - Code Enforcement attempted to hand deliver 50 delinquent Stormwater Bills. Results to date are \$977.74 in delinquent stormwater fees collected.

** October 2012 - Code Enforcement attempted to hand deliver 75 delinquent Stormwater Bills. Results to date are \$2,769.41 in delinquent stormwater fees collected.

Public Works Monthly Reports

Activity Description	Unit	October-12	FY2013 YTD	Annual Goal
General				
Average time to complete vandalism repairs once notified	Days	1.0	1.0	3
Average time to respond to a citizen complaint and assign action	Days	2.5	2.5	5
Streets				
Street Patching	Hrs.	18	18	2,500
Street Crack Sealing	Hrs.	117	117	435
Street General Maintenance	Hrs.	863	863	2,000
Storm Water Maintenance	Hrs.	491	491	12,480
Street Sweeping	Ft/Mls	63,360/12	63,360/12	360
Cart Paths				
Cart Path Paving	Ft.	1,625	1,625	21,000
Cart Path Litter Removal	Hrs.	120	120	1,250
Time to remove trees on paths once reported	Days	1.5	1.5	2
Cart Path Drainage Maintenance	Hrs.	226	226	1,450
Cart Path General Maintenance	Hrs.	598	598	3,250
Signs				
Average time to respond to traffic sign maintenance issues	Days	1.0	1.0	2
Signs Changed over to new reflectivity and mixed letter standard (completion date 2018)	Each	20	20	500
Contracted Services				
Time for contractor to remove trees once notified	Days	3.0	3.0	3
Time for landscaping and mowing contractor to fix an issue once notified	Days	1.0	1.0	2
Time for contractor to remove dead animals and debris from road once notified.	Days	1.0	1.0	1
Fleet Maintenance				
Average time to complete a preventative maintenance on a Light Car/Truck	Hrs	3.5	3.5	3
Average time to complete a preventative maintenance on a Heavy Truck	Hrs	N/A	0.0	6
Average time to complete a preventative maintenance on a Heavy Equipment	Hrs	8.0	8.0	6
Ratio of time spent on preventative maintenance versus other repair items		1.25 TO 1	0	2 to 1
Facility Maintenance				
Sports Complex Maintenance	Hrs.	338	338	2,500
Parks General Maintenance	Hrs.	31	31	435
General Maintenance	Hrs.	508	508	2,000
Vandalism	Hrs.	0	0	0
Litter Removal	Hrs.	89	89	2,000
Building Maintenance	Hrs	372	372	2,500

Note: General maintenance line items include activities not included in paving operations. These include but are not limited; storm clean up, litter removal, curb repair etc.

**CITY OF PEACHTREE CITY
RECREATION REVENUE
AS OF OCTOBER 31, 2012
WITH COMPARISONS TO OCTOBER 31, 2010, 2011, & 2012**

	ACTUAL THRU OCTOBER			ORIGINAL BUDGET			CURRENT BUDGET			ACTUAL THRU OCTOBER 2012
	FY 2010	FY 2011	FY 2012	FY 2013	BUDGET	ADJUSTMENTS	FY 2013	BUDGET		
RECREATION REVENUE										
Program Fees - Recreation	\$ 2,458	\$ 2,476	\$ 2,475	\$ 187,533.00	\$ -	\$ -	\$ 187,533	\$ 187,533	\$ 15,628	
Program Fees - Kedron	2,683	6,078	4,031	188,268	-	-	188,268	188,268	7,009	
Program Fees - Kedron Open Gym	-	-	-	17,275	-	-	17,275	17,275	889	
Facility Maintenance Rec.- Athletic Assoc.	-	-	-	93,000	-	-	93,000	93,000	1,200	
Facility Maintenance Ked- Athletic Assoc.	-	-	-	\$62,500	-	-	62,500	62,500	-	
Facility Rental - Recreation	20	566	200	8,000	-	-	8,000	8,000	456	
Facility Rental - Kedron	160	410	993	17,789	-	-	17,789	17,789	1,803	
Program Fees - Pool Fees/Passes	1,089	2,315	4,106	96,042	-	-	96,042	96,042	2,036	
Program Fees - Kedron Swim Teams	-	-	-	6,000	-	-	6,000	6,000	-	
Program Fees - Kedron Swim Lessons	-	-	-	24,000	-	-	24,000	24,000	-	
Program Fees - Rec Pool Revenue	1,181	3,993	257	12,000	-	-	12,000	12,000	90	
	\$ 7,591	\$ 15,838	\$ 12,062	\$ 712,407	\$ -	\$ -	\$ 712,407	\$ 712,407	\$ 29,111	

Recreation Programming Notes- The Kedron pools opened on the 15th with the Bubble installed. All five high schools began practicing on the 22nd with practices in the mornings before school and in the evenings. The BMX Track held multiple practices and races during the month of October. Adult Volleyball continues with the Fall season during the weekday evenings. The "Back to Basics" basketball clinics have shown an increase in numbers this month. Art continues with the afterschool program at Glenloch with the biggest issue continuing to be students walking to Glenloch from Booth. The PTCYBA held coaches clinics and finished up registration in preparation for their upcoming basketball season.

Special Events Notes- The Alzheimer's Walk at Shakerag Knoll on the 6th. The PTC Classic was at Shakerag Knoll on the 20th and the Tea Party held a Rally at Drake on the 20th as well.

Tournaments Notes- We hosted an Adult one- pitch softball tournament at Meade on the 6th. We hosted a USSSA Baseball Tournament at BSC on the 14th and 26th.

PEACHTREE CITY CONVENTION & VISITORS BUREAU ATTENDANCE RECORD

2 Year Term (unless specified below)

October-12

Term of Appointment

Report Date: Month Year

Name & Term Length (start/end)	Meetings Held Past 12 Months	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
Kai Wolter 01/01/12 - 12/31/13	10	10	10	0		100%
Shayne Robinson Until no longer Recreation & Special Events Chairperson	10	9	8	1	05/16/2012	89%
Sherri Smith Brown 02/2012 - 12/31/13	10	7	5	2	07/18/2012 10/17/2012	71%
Tim Dunlap 1/1/2011 - 12/31/2012	10	10	5	5	10/19/2011 11/16/2011 05/16/2012 07/18/2012 08/15/2012	50%
Vanessa Fleisch 1/1/12 - 12/31/12	10	10	9	1	04/18/2012	90%
Zaheer Faruqi 1/1/12 - 12/31/2013	10	10	5	5	01/18/2012 02/13/2012 04/18/2012 08/15/2012 10/17/2012	50%
Rick Barnes 1/1/12 - 12/31/13	10	10	10	0		100%

PLANNING COMMISSION ATTENDANCE RECORD

3-Year Term

October 2012

Term of Appointment

Report Date: Month Year

Name & Term Length (start/end)	Meetings Held Past 12 Months	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
David Conner 10/07/10 - 9/30/13	12	12	12	0		100%
Aaron Daily, Vice Chairman 10/10/11 - 9/30/14	12	12	12	0		100%
Frank Destadio, Chairman 10/1/12 - 9/30/15	12	12	12	0		100%
Robert Napoli 10/01/12 - 9/30/15	12	1	1	0		100%
Lynda Wojcik 02/23/09 - 9/30/13	12	12	12	0		100%

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council
FROM: City Manager 
DATE: November 12, 2012
SUBJECT: Approve December 31st as Employee Holiday in 2012
December 6, 2012, City Council Agenda

Recommendation:

That Mayor and Council approve December 31, 2012, as an employee holiday for this year only.

Discussion:

January 1st falls on Tuesday in 2013. In the past, when a major holiday, such as July 4th in 2006 and January 1st in 2007, fell on a Tuesday, Council has approved the preceding Monday as an employee holiday. It is expected that without a holiday, a large percentage of employees will want to take off this day. Therefore, I am requesting that Council consider granting this extra holiday in accordance with past practice.

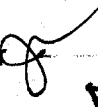
Budget Impact:

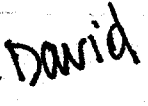
Public Safety employees who are scheduled to work that day will earn an additional eight hours of pay or leave. Any other employee called out in an emergency will earn pay or leave for the time they are required to work.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: City Council

VIA: City Manager 
Community Services Director 

FROM: Planning and Zoning Administrator  David

DATE: November 30, 2012

Re: Southern Pines tract - annexation and zoning request
Amended Development Agreement

Attached is an amended Development Agreement related to the Southern Pines annexation and zoning request, which was initially presented to and approved by City Council on October 4, 2012.

Following that meeting, the Applicant identified some minor "housekeeping" items and requested that they be incorporated into the document before recording. Because this resulted in minor changes to what had initially been reviewed and approved by City Council, we are bringing this document back for review and approval before recording.

AFTER RECORDING RETURN TO:

**THEODORE P. MEEKER, III
SUMNER MEEKER, LLC
14 EAST BROAD STREET
NEWNAN, GEORGIA 30263**

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into by Southern Pines Plantation Commercial Group, LLC and its successors and assigns ("Developer") and the City of Peachtree City, Georgia ("City") to provide for the orderly development of the property more particularly described as Exhibit "A" which is incorporated herein by express reference ("Property").

Whereas, Developer submitted to the City a proposed annexation and zoning request, which was modified by the City and ultimately approved by the City Council on October 18, 2012; and

Whereas, it is the intent of this Agreement to finalize the terms of said annexation and zoning and all conditions to which the parties have agreed.

Now Therefore, in exchange for the mutual promises and considerations contained herein and for other good and valuable consideration, the parties agree the rezoning known as LUR-16 is approved and said approval is conditioned further as follows:

1. The Developer agrees that the requirements and conditions specified in the LUR-16 zoning ordinance attached hereto as Exhibit "B" shall remain in effect unless specifically amended or revoked by subsequent actions of the City Council in accordance with the established procedure for zoning amendments.

2. The Developer agrees that the LUR-16 zoning ordinance attached hereto is binding on any of its successors-in-title to the real property; any other entities by which the property owner shall be known; all assigns, successors-in-interest to the development, and any entity taking possession of this development.

This Development Agreement shall be recorded in the Deed Records of the Clerk of the Superior Court of Fayette County, Georgia, so as to apprise any successors-in-title of this Development Agreement and the terms of the LUR-16 zoning ordinance attached hereto.

3. The Developer agrees that nothing contained in this Agreement shall obviate the requirement that the Developer comply with all City Ordinances, building codes, and development standards. With respect to all these requirements, the City will not unreasonably withhold approval of Developer's plans.
4. The Developer agrees to include the restrictions and deed covenants included within both the LUR-16 and OI zoning ordinances contained herein on any and all deeds the Developer signs to transfer said property or otherwise to reference this deed restriction on any forms of conveyance. In the Developer fails to include said restrictions and covenants, the City shall have the option to file said restrictions and covenants in the chain of title of said property so the restrictions and covenants will run with the land, or, in the alternative, the City shall have the right to withhold approval of any final plats or building permits for said property or lots located thereon.
5. All Parties agree that this Agreement is entered into voluntarily, and that all parties will incur their own legal expenses.
6. In the event an ambiguity exists in the interpretation or implementation of this Agreement, the parties will first look at the Agreement itself to clarify such ambiguity. In the event the ambiguity is still not resolved, the parties will next look to the specific LUR-16 zoning ordinance, and then, if necessary, to the rules, regulations and ordinances of the City. In the event of a conflict between the provisions of this ordinance

and the regulations of the LUR-16 zoning ordinance, the most restrictive regulation shall apply.

7. The Developer shall donate to the City) approximately twenty-seven (27) acres of land as greenbelt, ponds, wetlands and associated buffers as will be reflected on the final subdivision plat(s). This property shall be deeded to the city as a part of the subdivision plat process.
8. The Developer shall donate \$36,740 to the city to be used for the design and construction of a multi-use path connection from this development to Meade Field Drive and from this development to Brechin Park as designated on the concept plat.

These funds shall be donated upon receipt of the Building Permit for the first residential structure within the subdivision.

9. The Developer shall pay their pro-rata share of the design and installation of Pump Station 36 within the Meade Field Recreation Complex, in the amount of \$76,828 as determined by and to be paid to the Peachtree City Water & Sewerage Authority.

In addition, the Developer agrees to design and construct a sanitary sewer lateral from said pump station to the two existing restroom buildings on the Meade Field property.

10. At the time of recording of the first final plat for The Gates, The Developer shall donate \$10,000 to the city to be used for the design and construction of a freestanding city sign adjacent to SR 74. Said sign shall be incorporated into the overall berming and landscaping plan to be located within the tree save and landscape buffer adjacent to SR 74.
11. The Homeowners Association for The Gates will be responsible for maintaining the landscaping around the sign referenced in item 10 for a minimum of 20 years.
12. COVENANTS RUNNING WITH THE LAND. The terms and conditions of this Agreement shall be binding upon the Developer and its successors in title and shall run with the title to the property identified within the LUR-16 Ordinance attached hereto.

13. DATE OF EFFECTIVENESS OF THIS AGREEMENT. This Agreement shall be effective between the parties, their successors and assigns, immediately upon execution of this Agreement by all parties hereto.
14. PREVIOUS WRITTEN AND ORAL STATEMENTS. All previously written or transcribed plans, documents, letters, notes, minutes, and memorandums, together with all oral representations and agreements concerning all matters set forth in this Agreement have been incorporated herein, and the terms and conditions of this Agreement shall supersede any previous agreements between the parties.
15. AMENDMENT AND MODIFICATION OF AGREEMENT. This Agreement represents the entire understanding of the parties hereto, and any amendments, changes, additions, or deletions shall be made in writing upon the mutual agreement of the parties, executed by the City and the Developer, or the Developer's assigns and successors in title to the remaining undeveloped portion of the above described property.
16. BINDING EFFECT. This Agreement shall be binding upon the undersigned, their heirs, administrators, executors, successors, and assigns.
17. NOTICES. Any notices, requests, or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand or courier or mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each party at the address set forth below, or transmitted by facsimile to the facsimile number set forth below with hard copy sent within three (3) days thereof by one of the other approved methods of delivery. Any such notice, request, or other communication shall be considered given or delivered, as the case may be, on the date of hand or courier delivery or facsimile transmission or on the third (3rd) day following deposit in the United States mail as provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request, or other communication. By giving at least five (5) days' prior written notice thereof, any

party may from time to time and at any time change its mailing address or facsimile number hereunder.

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

If to the Developer: Mr. Travis B. Griffith
Southern Pines Plantation Commercial Group, LLC
6501 Peake Road
Macon, GA 31210

With a Copy to: Rich Abram
The Abram Law Group
1200 Ashwood Parkway, Suite 560
Atlanta, GA 30338
(770) 349-0120

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands and affixed their seals this ____ day of _____, 2012.

CITY OF PEACHTREE CITY, GEORGIA

ATTEST:

_____ By: _____

City Clerk

(SEAL)

SOUTHERN PINES PLANTATION COMMERCIAL GROUP, LLC (Developer)

ATTEST:

_____ By: _____

Secretary

(SEAL)

Title: _____

AFTER RECORDING RETURN TO:

**THEODORE P. MEEKER, III
SUMNER MEEKER, LLC
14 EAST BROAD STREET
NEWNAN, GEORGIA 30263**

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into by Southern Pines Plantation Commercial Group, LLC and its successors and assigns ("Developer") and the City of Peachtree City, Georgia ("City") to provide for the orderly development of the property more particularly described as Exhibit "A" which is incorporated herein by express reference ("Property").

Whereas, Developer submitted to the City a proposed annexation and zoning request, which was modified by the City and ultimately approved by the City Council on October 18, 2012; and

Whereas, it is the intent of this Agreement to finalize the terms of said annexation and zoning and all conditions to which the parties have agreed.

Now Therefore, in exchange for the mutual promises and considerations contained herein and for other good and valuable consideration, the parties agree the rezoning known as LUR-16 is approved and said approval is conditioned further as follows:

1. The Developer agrees that the requirements and conditions specified in the LUR-16 zoning ordinance attached hereto as Exhibit "B" shall remain in effect unless specifically amended or revoked by subsequent actions of the City Council in accordance with the established procedure for zoning amendments.

2. The Developer agrees that the LUR-16 zoning ordinance attached hereto is binding on any of its successors-in-title to the real property; any other entities by which the property owner shall be known; all assigns, successors-in-interest to the development, and any entity taking possession of this development.

This Development Agreement shall be recorded in the Deed Records of the Clerk of the Superior Court of Fayette County, Georgia, so as to apprise any successors-in-title of this Development Agreement and the terms of the LUR-16 zoning ordinance attached hereto.

3. The Developer agrees that nothing contained in this Agreement shall obviate the requirement that the Developer comply with all City Ordinances, building codes, and development standards. With respect to all these requirements, the City will not unreasonably withhold approval of Developer's plans.
4. The Developer agrees to include the restrictions and deed covenants included within both the LUR-16 and OI zoning ordinances contained herein on any and all deeds the Developer signs to transfer said property or otherwise to reference this deed restriction on any forms of conveyance. In the Developer fails to include said restrictions and covenants, the City shall have the option to file said restrictions and covenants in the chain of title of said property so the restrictions and covenants will run with the land, or, in the alternative, the City shall have the right to withhold approval of any final plats or building permits for said property or lots located thereon.
5. All Parties agree that this Agreement is entered into voluntarily, and that all parties will incur their own legal expenses.
6. In the event an ambiguity exists in the interpretation or implementation of this Agreement, the parties will first look at the Agreement itself to clarify such ambiguity. In the event the ambiguity is still not resolved, the parties will next look to the specific LUR-16 zoning ordinance, and then, if necessary, to the rules, regulations and ordinances of the City. In the event of a conflict between the provisions of this ordinance

and the regulations of the LUR-16 zoning ordinance, the most restrictive regulation shall apply.

7. The Developer shall donate to the City ~~no less than thirty-eight (38)~~ approximately twenty-seven (27) acres of land as greenbelt, ponds, wetlands and associated buffers as will be reflected on the final subdivision plat(s). This property shall be deeded to the city as a part of the subdivision plat process.
8. The Developer shall donate \$36,740 to the city to be used for the design and construction of a multi-use path connection from this development to Meade Field Drive and from this development to Brechin Park as designated on the concept plat.

These funds shall be donated upon receipt of the Building Permit for the first residential structure within the subdivision.

9. The Developer shall pay their pro-rata share of the design and installation of Pump Station 36 within the Meade Field Recreation Complex, in the amount of \$76,828 as said amount to be determined by and to be paid to the Peachtree City Water & Sewerage Authority.

In addition, the Developer agrees to design and construct a sanitary sewer lateral from said pump station to the two existing restroom buildings on the Meade Field property.

10. At the time of recording of the first final plat for The Gates, The Developer shall donate \$10,000 to the city to be used for the design and construction of a freestanding city sign adjacent to SR 74. Said sign shall be incorporated into the overall berming and landscaping plan to be located within the tree save and landscape buffer adjacent to SR 74.
11. The Developer shall donate \$24,000 to the city for maintenance of the city sign and associated landscaping. The Homeowners Association for The Gates will be responsible for maintaining the landscaping around the sign referenced in item 10 for a minimum of 20 years.
12. COVENANTS RUNNING WITH THE LAND. The terms and conditions of this Agreement shall be binding upon the Developer and its successors in title and shall run with the title

to the property identified within the LUR-16 Ordinance attached hereto.

13. DATE OF EFFECTIVENESS OF THIS AGREEMENT. This Agreement shall be effective between the parties, their successors and assigns, immediately upon execution of this Agreement by all parties hereto.
14. PREVIOUS WRITTEN AND ORAL STATEMENTS. All previously written or transcribed plans, documents, letters, notes, minutes, and memorandums, together with all oral representations and agreements concerning all matters set forth in this Agreement have been incorporated herein, and the terms and conditions of this Agreement shall supersede any previous agreements between the parties.
15. AMENDMENT AND MODIFICATION OF AGREEMENT. This Agreement represents the entire understanding of the parties hereto, and any amendments, changes, additions, or deletions shall be made in writing upon the mutual agreement of the parties, executed by the City and the Developer, or the Developer's assigns and successors in title to the remaining undeveloped portion of the above described property.
16. BINDING EFFECT. This Agreement shall be binding upon the undersigned, their heirs, administrators, executors, successors, and assigns.
17. NOTICES. Any notices, requests, or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand or courier or mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each party at the address set forth below, or transmitted by facsimile to the facsimile number set forth below with hard copy sent within three (3) days thereof by one of the other approved methods of delivery. Any such notice, request, or other communication shall be considered given or delivered, as the case may be, on the date of hand or courier delivery or facsimile transmission or on the third (3rd) day following deposit in the United States mail as provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be

receipt of the notice, request, or other communication. By giving at least five (5) days' prior written notice thereof, any party may from time to time and at any time change its mailing address or facsimile number hereunder.

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

If to the Developer: Mr. Travis B. Griffith
Southern Pines Plantation Commercial Group, LLC
6501 Peake Road
Macon, GA 31210

With a Copy to: Rich Abram
The Abram Law Group
1200 Ashwood Parkway, Suite 560
Atlanta, GA 30338
(770) 349-0120

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IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands and affixed their seals this _____ day of _____, 2012.

CITY OF PEACHTREE CITY, GEORGIA

ATTEST:

By: _____

City Clerk

(SEAL)

SOUTHERN PINES PLANTATION COMMERCIAL GROUP, LLC (Developer)

ATTEST:

By: _____

Secretary

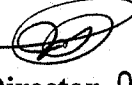
(SEAL)

Title: _____

CITY OF PEACHTREE CITY

INTRAOFFICE MEMORANDUM

TO: Mayor Haddix and Members of Council

VIA: James Pennington, City Manager 
Paul Salvatore, Financial Services Director *P.S.*

FROM: Angela Egan, Purchasing Agent 

DATE: November 29, 2012

SUBJECT: Request to Surplus vehicles
Council Meeting: December 6, 2012

Recommendation. Staff recommends Council declare surplus two vehicles.

Discussion. The Public Works department has identified two 2003 Ford Crown Victorias for surplus. Public Works has determined that the vehicles should be removed from the City fleet. Staff will either trade-in or advertise and auction these in accordance with City policy.

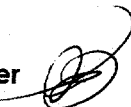
VIN# 2FAFP71W73X162916 2003 Ford Crown Victoria
VIN# 2FAFP71W23X168655 2003 Ford Crown Victoria

Budget Impact. There is no specific amount of revenue in the budget related to the sale of these goods. Any monies received from the sale of items would be placed into the City's general fund or if traded-in, any monies would offset the purchase price.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: James L. Pennington, City Manager 

FROM: Paul Salvatore, Financial Services Director *P.S.*
Beverly Waldrip, Assistant Finance Director *BW*

DATE: November 29, 2012

SUBJECT: Budget Amendments – Fiscal Year 2013
December 6, 2012 – City Council Meeting

Recommendation:

It is Staff's recommendation that City Council approve the attached budget amendment to amend the 2013 budget resolution.

Discussion:

Amendment 13-003

To move \$100,000 of the recreation programs expense budget from the Recreation Department to the Kedron Department. The entire amount was originally budgeted in the Recreation Department and

To establish FY 2013 budgets for Special Revenue funds from remaining funds available, carried-over from FY 2012.

Budget Impact:

The proposed budget amendment re-aligns funds between recreation departments and carries-over Special Revenue Fund balances from FY 2012. The overall FY 2013 budget is not impacted.

**CITY OF PEACHTREE CITY
BUDGET AMENDMENT**

DATE 12/6/2012
AMENDMENT NUMBER 13-003

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
100-6122-573103	Kedron Programs	100,000	
100-6110-573105	Recreation Programs		100,000
To move a portion of the recreation programs expense budget from the Recreation Department to the Kedron Department. The entire amount was originally budgeted in the Recreation Department.			

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
Neighborhood Parks Fund			
200-0000-389025	Surplus Carry-over	10,503	
200-1320-531175	Operating Supplies	7,644	
200-6220-531175	Operating Supplies	2,859	
Dare Program Fund			
202-0000-389025	Surplus Carry-over	2,035	
202-3210-531175	Operating Supplies	2,035	
State Seizures			
203-0000-389025	Surplus Carry-over	5,866	
203-3210-531175	Operating Supplies	5,866	
Hazmat Fund			
204-0000-389025	Surplus Carry-over	1,452	
204-3510-531175	Operating Supplies	1,452	
PD Tuition Fund			
206-0000-389025	Surplus Carry-over	4,279	
206-3210-512500	Tuition Reimbursement	4,279	
Youth Council Fund			
207-0000-389025	Surplus Carry-over	1,120	
207-6110-531175	Operating Supplies	1,120	
Fire / EMS Grants Fund			
208-3510-334100	State Operating Grant - GEMA	10,000	
208-3600-531650	Small Tools & Equipment	10,000	

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
PD CERT / GEMA Grants Fund			
209-0000-389025	Surplus Carry-over	7,482	
209-3210-334100	State Operating Grant - GEMA	7,418	
209-3210-523700	Ed & Training	1,500	
209-3210-531175	Surplus Carry-over	13,400	
PD Donations Fund			
210-0000-389025	Surplus Carry-over	4,698	
210-3210-531175	Operating Supplies	4,698	
PD Explorer Troop Fund			
211-0000-389025	Surplus Carry-over	1,452	
211-3210-531175	Operating Supplies	1,452	
Federal Seizures Fund			
212-0000-389025	Surplus Carry-over	70,019	
212-3210-531175	Operating Supplies	70,019	
PTC Little League			
232-0000-389025	Surplus Carry-over	3,450	
232-6129-541200	Site Improvements		10,422
232-6129-522290	Repairs & Maintenance	6,972	
PTC Youth Track			
243-0000-389025	Surplus Carry-over	1,093	
243-6129-541200	Site Improvements		1,156
243-6129-522290	Repairs & Maintenance	63	
To carry over funds remaining from FY 2012 Special Revenue Funds into the FY 2013 budget.			

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 
Community Services Director  David

FROM: Planning and Zoning Administrator

DATE: November 30, 2012

SUBJECT: Consider Step One annexation application from Foot Pain, LLC for
the 4.398-acre Peachtree Professional Center tract (SR 54 E)
December 6, 2012 City Council Agenda

Recommendation:

Based on the requirements identified within the city's Annexation Review Process, Staff is providing information to City Council for consideration of the applicant's request. After careful review of this information and discussion with the applicant, Council must then decide if the application should move forward to Step Two of the annexation process.

Background information:

In 2004, the city repealed its moratorium on annexations and initiated a two-step process for review and consideration of annexation requests. The first step was written to provide a general overview of the proposed annexation and to identify how the annexation and proposed development may or may not be compatible with the established goals within the city's Comprehensive Plan.

Following the review of this information, City Staff and the Applicant present this information to City Council, who then decides if the application moves to Step Two of the application process, which requires the submittal of additional and detailed information pertaining to the annexation request and the proposed development. **Allowing a developer to move forward to Step Two in no way implies that City Council will ultimately approve the property for annexation.** Rather, it provides Staff the opportunity to work with the Applicant to develop a detailed analysis of the proposed annexation, a schematic master plan of the proposed development, and a more informed recommendation that will

Consider Step One annexation application – Southern Pines tract

November 30, 2012

Page 2

ultimately be considered by other governmental agencies, the Planning Commission and City Council.

Application:

Foot Pain, LLC desires to annex the 4.398-acre Peachtree Professional Center tract on SR 54 E into the city limits of Peachtree City. The recently completed 46,000 SF Peachtree Professional Center building and associated parking is located on the property.

The property is located within unincorporated Fayette County and is zoned C-C Community-Commercial and designated as COM Commercial on the County's Land Use Map. The Applicant desires to annex this tract into the city limits of Peachtree City and to zone the tract for office use.

The information submitted by the applicant complies with the requirements identified within the Step One submittal guidelines and is being presented to City Council for consideration. A copy of this application is attached. Staff and the Applicant will be present at the City Council meeting to answer questions about this proposal.

Budget impact:

Budget impacts for this development would be analyzed as a part of the Step Two annexation application.

Attachments

Step One: Initial annexation information

The following information is to be completed by the property owner and/ or their agent and submitted to the City Planner for review and distribution. This form provides basic project information that will allow City Staff to determine if the annexation request and proposed development may or may not be compatible with the established goals within the City's Comprehensive Plan.

I. Contact information:

Owner(s) of property: Foot Pain LLC

Mailing address: 1100 Commerce Drive, Suite A

City, State, Zip: Peachtree City, GA 30269

Telephone: 770-631-0499

Fax: 770-631-6685

E-mail address: Chuck Ogletree, Managing Member, chuck@south-tree.com

Agent(s) for owner: Chuck Ogletree

Mailing address: 1100 Commerce Drive, Suite A

City, State, Zip: Peachtree City, GA 30269

Telephone: 770-631-0499

Fax: 770-631-6685

E-mail address: chuck@south-tree.com

(Note: A certified letter must be submitted by all Owners of Record of the subject property indicating they are aware of this request and that they acknowledge this application is being submitted by their agent, if applicable.)

II. Project information

Gross acreage: 4.398 acres

Lakes: 0 acres

Floodplain: 0 acres

Wetland: 0 acres

Stream Buffer: 0 acres

Net developable acreage: 4.398 acres

Current Zoning: Community Commercial (C-C Conditional)

Zoning Ordinance: Exhibit "A"

Zoning Map:

Current Land Use Designation: Community Commercial (C-C Conditional)

(include copy of appropriate land use description and current Land Use Map of general vicinity):

Location of property: Survey: Exhibit "B"

(Note: A Legal Description and a Boundary Survey identifying the relationship between the current city limits and the property being considered for annexation must be submitted as a part of this application.)

Brief description of proposed project: A 46,000 square foot medical office building

(Note: Identify type of development or uses, such as commercial, industrial, residential, etc.; and provide projected size of development, such as floor area in square feet, number of employees, number of lots or housing units, etc.)

III. Relationship to Comprehensive Plan

Provide a brief overview as to how the annexation request and proposed development may or may not be compatible with the established goals within the City's Comprehensive Plan:

- **Housing – N/A**

Provide a broad range of housing opportunities with an appropriate mix of homes regarding size, type, price, and location in order to satisfy the needs of new and future residents while ensuring natural pleasing surroundings.

(If applicable, identify the type and number of residential units that are proposed, current and projected on-site and adjacent zoning and densities, price ranges, amenities, etc.)

- **Commercial – A 46,000 square foot medical office building – no impact on traffic or existing roadways**

Provide commercial facilities concentrated in the four village centers already established that serve the needs of the residents of that Village. Ensure that these facilities do not adversely affect the adjoining residential areas, the environment, or existing traffic patterns.

(If applicable, identify the projected square footage of proposed retail and commercial development and how this might impact the existing Village retail centers. Additionally, identify projected traffic impacts and how this might impact existing roadways.)

- **Economic Development**

To maintain a diversified economy that encourages high paying, quality jobs, and maximum tax contribution while meeting the requirements of a healthy environment.

(Explain how the proposed annexation may impact existing population, employment, tax revenue, etc.)

- **Transportation**

Establish and maintain a comprehensive system of transportation that provides for safe and convenient circulation through and around the city including roads, cart paths and ride share services.

(Identify how the proposed annexation and subsequent development might impact existing traffic patterns, roadways, etc. and what is planned to mitigate these impacts, how the property will be interconnected with the City's multi-use path system, and what measures will be implemented to reduce traffic congestion associated with the proposed development.)

- **Recreation – N/A**

Continue to provide a full range of recreational facilities and programs which serve to satisfy the needs of individual neighborhoods, and the community as a whole.

(If applicable, identify what recreational amenities will be incorporated into the proposed development and how this will serve the needs of the existing residents of Peachtree City.)

- **Land Use**

Establish appropriate land uses in areas that are suitable for development that would not endanger but protect the surrounding environment and aesthetics.

(Identify what type of land use would be proposed for the development and how this would be compatible with the existing land use patterns within the general vicinity.)

- **Natural Resources**

Protect the natural environment by prohibiting development in identified environmentally sensitive areas and continuing to expand city greenbelts and open space areas.

(Identify wetland areas, flood plains, streams and other environmentally sensitive areas and what measures would be taken to protect these areas from development. Also, identify what, if any, property might be donated to the City as greenbelt.)

- **Community Service and Facilities**

Continually provide adequate levels of service in all areas as needed for the residents of Peachtree City.

(Identify projected impacts the proposed development might have on emergency services, including police and fire, as well as sanitary sewer and water services.)

- **Community Aesthetics**

To preserve and enhance the visual image and appearance of the community.

(Identify how the proposed development will blend in with the existing development throughout the community, to include buffers, landscaping, signage, architectural detail, etc. and whether or not you intend to adopt architectural standards or an overlay district for the proposed development.)

- **Planning**

To continue to provide the city with a planning process that encourages citizen participation in every decision.

(Identify how you plan to develop the overall plan for the proposed development, to include workshops, design charrettes, neighborhood meetings, etc. and how you plan to garner public support for the proposed development.)

Exhibit A

Sec 6-19. C-C, Community Commercial District.

- A. *Description of District.* This district is composed of certain lands and structures providing for convenient community shopping facilities having a broad variety of sales and services.
- B. *Permitted Uses.* The following uses shall be permitted in the C-C Zoning District:
1. Amusement or recreational facility, indoor or outdoor (see County Code);
 2. Appliance sales and incidental repair;
 3. Art studio;
 4. Auto parts and/or tire sales and installation;
 5. Bakery;
 6. Bank and/or financial institution;
 7. Banquet hall;
 8. Catering service;
 9. Church and/or other Place of Worship, excluding outdoor recreation, parsonage, and cemetery or mausoleum;
 10. College and/or university, including classrooms and/or administration only;
 11. Copy shop;
 12. Cultural facility;
 13. Day spa;
 14. Department store, variety store, and/or clothing store;
 15. Drug store;
 16. Educational/instructional/tutoring facilities, including, but not limited to: academic, art, computer, dance, driving and/or DUI school, martial arts, music, professional/business/trade, and similar facilities;
 17. Electronic sales and incidental repair;
 18. Emission testing facility (inside only);
 19. Firearm sales and/or gunsmith (see County Code);
 20. Florist;
 21. Gift shop;
 22. Grocery store;
 23. Hardware store;
 24. Health club and/or fitness center;
 25. Jewelry shop;
 26. Laboratory serving professional requirements, (e.g. medical, dental, etc.);
 27. Library;
 28. Medical/dental office (human treatment); (Amended 05/24/12)
 29. Messenger/courier service;
 30. Military recruiting office;
 31. Movie theatre (excluding drive-in);
 32. Museum;
 33. Office;
 34. Office equipment sales and/or service;
 35. Parking garage/lot;
 36. Personal services, including, but not limited to: alterations; barber shop; beauty salon; clothing/costume rentals; counseling services; electrolysis and/or hair removal; fitness center; laundry drop-off/pick-up; locksmith; nail salon; photography studio; shoe repair; and tanning salon.

37. Plant nursery, growing crops/garden, and related sales;
38. Printing, graphics, and/or reproductions;
39. Private clubs and/or lodges;
40. Private school, including, classrooms and/or administration only;
41. Radio studio;
42. Recording studio (audio and video);
43. Restaurant, (including drive-in and/or drive thru);
44. Retail establishment;
45. Smoking lounge (Subject to state and local tobacco sales and smoking laws); (Adopted 05/24/12)
46. Taxidermist; and
47. Television/movie studio. (Amended 05/24/12)

C. **Conditional Uses.** The following Conditional Uses shall be allowed in the C-C Zoning District provided that all conditions specified in Article VII. Conditional Uses, Nonconformances, Transportation Corridor Overlay Zone, and Commercial Development Standards are met:

1. Adult Day Care Facility;
2. Animal Hospital, Kennel (Commercial or Non-Commercial), and/or Veterinary Clinic;
3. Automobile Service Station, including, gasoline sales and/or inside or outside emission testing, in conjunction with a Convenience Store;
4. Care Home, Convalescent Center, and/or Nursing Home;
5. Church and/or other Place of Worship;
6. College and/or University, including, but not limited to: classrooms, administration, housing, athletic fields, gymnasium, and/or stadium;
7. Commercial Driving Range and Related Accessories;
8. Day Care Facility (Nursery School);
9. Dry Cleaning Plant;
10. Golf Course (minimum 18-hole regulation) and Related Accessories;
11. Home Occupation;
12. Hospital;
13. Kennel (see Animal Hospital, Kennel (Commercial or Non-Commercial), and/or Veterinary Clinic);
14. Laundromat, Self-Service or Otherwise;
15. Private School, including, but not limited to: classrooms, administration, playground, housing, athletic fields, gymnasium, and/or stadium;
16. Religious Tent Meeting;
17. Seasonal Sales, Outdoor;
18. Single-Family Residence and accessory structures and/or uses (see Article V.); and
19. Temporary Tent Sales.

D. **Dimensional Requirements.** The minimum dimensional requirements in the C-C Zoning District shall be as follows:

1. **Lot area:**
 - a. Where a central water distribution system is provided: 43,560 square feet (one [1] acre)
 - b. Where central sanitary sewage and central water distribution systems are provided: 21,780 square feet (one-half [0.50] acre)
2. **Lot width:** 125 feet

3. *Front yard setback:*
 - a. *Major thoroughfare:*
 - i. *Arterial:* 75 feet
 - ii. *Collector:* 70 feet
 - b. *Minor thoroughfare:* 65 feet
4. *Rear yard setback:* 15 feet
5. *Side yard setback:* 15 feet
6. *Buffer:* If the rear or side yard abuts a residential or A-R Zoning District, a minimum buffer of 50 feet adjacent to the lot line shall be provided in addition to the required setback and the setback shall be measured from the buffer.
7. *Height limit:* 35 feet
8. Screening dimensions for parking and service areas as provided in Article V. of the Zoning Ordinance and the Development Regulations (see County Code.)
9. *Lot coverage limit, including structure and parking area:* 60 percent of total lot area

(Page 2 of 2)

Exhibit "B"

All that tract or parcel of land lying and being in Land Lot 69 of the 7th Land District of Fayette County, Georgia, and being more particularly described as follows:

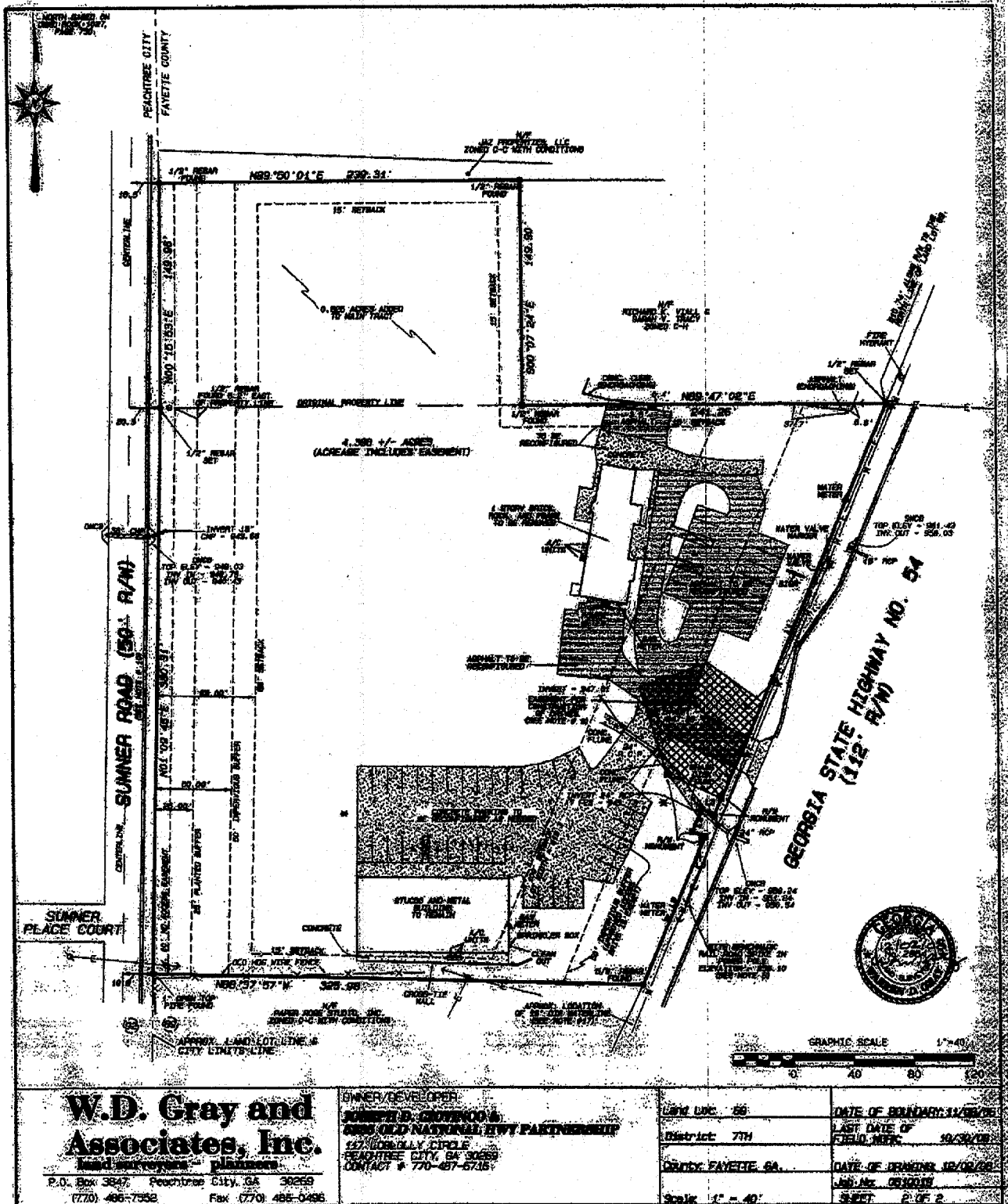
TO FIND THE POINT OF BEGINNING, commence at the common intersection of Land Lots 68, 69, 92 and 93; thence proceed north 01 degrees 14 minutes 33 seconds east along the westerly boundary of Land Lot 69 a distance of 2,103.85 feet to a point, such point being the POINT OF BEGINNING; thence proceed south 88 degrees 37 minutes 57 seconds east a distance of 125.0 feet to a point; such point being the POINT OF BEGINNING; thence proceed north 01 degree 22 minutes 03 seconds east a distance of 80.0 feet to a point; thence proceed south 88 degrees 37 minutes 57 seconds east a distance of 231.20 feet to a point located on the westerly right of way of State Route 54 (a 120 foot r/w); thence proceed south 22 degrees 59 minutes 16 seconds west along the westerly right of way of State Route 54 a distance of 86.05 feet to a point; thence proceed north 88 degrees 37 minutes 57 seconds west a distance of 199.49 feet to a point, such point being the original point of beginning.

The subject tract or parcel of land contains a total of 0.395 acres as depicted on a plat of survey prepared for Mike Wood by Wozna, Wood, Moore & Shimshick, Registered Land Surveyors, dated June 29, 1989, and revised July 18, 1989. Such plat of survey is, by this reference, incorporated in and made a part hereof.

Also conveyed herewith is a non-exclusive easement for ingress and egress to and from such property being a uniform twenty (20.0') feet in width and being fully depicted on the above referenced plat of survey. Such survey is, by this reference, incorporated in and made a part hereof.

BOOK 900 PAGE 321

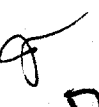
Exhibit B



CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 
Community Services Director  David

FROM: Planning and Zoning Administrator

DATE: November 30, 2012

SUBJECT: Consider amendments to Article X., Section 1007, LI Light Industrial District, adding "Barber and/ or Beauty Shops" as a permitted use.
December 6, 2012 City Council Agenda

Recommendation:

That City Council adopt the text amendments to Article X., Section 1007, LI Light Industrial District, specifically adding "Barber and/ or Beauty Shops" as a permitted use.

Background information:

Staff is working with the owner of an existing salon within the city who desires to purchase and renovate the former My Gym building on Clover Reach and then relocate his business to this location. The building was initially constructed for a children's gym and was later used as a day care facility, but has been vacant for approximately two (2) years.

The property is zoned LI Light Industrial which currently does not include "barber and/ or beauty shops" as a permitted use. Staff informed the Applicant they would need to either request that the text be amended to include this use or request that the property be rezoned accordingly.

Prior to moving forward with either option, Staff requested input from City Council. At their meeting on November 8, City Council voted 4-1 to authorize Staff to move forward with the text amendment as opposed to a rezoning to permit a hair salon within the LI Light Industrial zoning district.

Proposed amendments to Article X., Section 1007

November 30, 2012

Page 2

Because the text change is considered a change to an existing zoning ordinance, this request must follow the established Public Hearing protocol and must be heard first by the Planning Commission.

At their meeting on November 12, 2012, the Planning Commission voted 4-0-1 to forward the proposed amendment to City Council with a recommendation that it be approved.

Attached is a copy of the amended LI zoning ordinance including the proposed text amendment.

Budget impact:

There are no budget impacts associated with this change.

Attachments

**UNAPPROVED EXCERPT OF MINUTES
PLANNING COMMISSION MEETING
November 12, 2012**

PH-12-04

**Consider Text Amendment to Permit Barber and/ or Beauty
Shops within the LI Light Industrial Zoning District.**

Mr. Rast explained that as a part of the overall analysis of the city's zoning ordinance in 2008, a number of text amendments were recommended to both the Planning Commission and City Council in an effort to clearly delineate between the various zoning districts. As a part of this effort, the specific uses permitted within the GI General Industrial and LI Light Industrial zoning districts were amended.

Less intense uses, such as small contracting companies, home repair showrooms, light manufacturing, and support/business-type operations were identified within the LI zoning district. The more intense uses, including large construction companies, manufacturing, warehousing, and distribution and assembly facilities, were limited to the GI zoning district.

Mr. Rast noted that at the time, there had been quite a few instances where the retail uses within the industrial park were not compatible with businesses in the same building or the same area, i.e., children's gymnasiums, dance studios, and cheerleading academies in the same buildings and sharing walls with shipping and receiving uses. This was not a good fit and there were also issues with parking and delivery.

The intent was to separate uses so the heavier manufacturing and distribution uses were limited to GI, and the LI uses were designed to be more supportive of the GI uses. One of the uses that was removed from the text at that time was Personal Care / Personal Service type uses which included barber shops and beauty salons.

Mr. Rast further explained that Staff was working with the owner of an existing salon currently located on Dividend Drive within the GI zoning district. He desired to purchase and renovate the former My Gym building on Clover Reach and then relocate his business to this location. The building he proposed to purchase had been vacant for approximately two years and was located in a less intense area closer to The Avenue.

Mr. Rast stated that one of two options would have to occur in order for the Applicant to be able to do this. One was a text amendment where this use would be added to the permitted uses within the LI zoning district. The second option was to rezone the property which would establish a commercial zoning within an industrial area. This was known as spot zoning and was not a good thing to do.

At the November 8 City Council meeting, Staff asked for guidance from Council as to whether they would prefer this come to them as a text amendment or a rezoning. They voted 4 to 1 to recommend the request be brought to them as a text amendment. This was the public hearing before the Planning Commission that was required by city ordinance to consider that request. If the Planning Commission decided to forward this request to City Council with a recommendation that it be approved, language would be formulated into the ordinance to add "barber and/or beauty shops" to the permitted uses of the LI zoning. This would be presented to City Council at their meeting on December 6, 2012.

Staff supported the text amendment and recommended the Planning Commission move this forward with a recommendation that the text amendment be included within the LI zoning district.

No one else spoke in favor of the proposed amendment.

Mayor Haddix provided some history on Council's action and noted that he was the one dissenting vote at the November 8 City Council meeting. He explained that prior to the text being amended in 2008, Council was spending a lot of time trying to iron out problems associated with mixing commercial and industrial uses. After the text was amended, the problems went away. To him, this was a re-introduction to those problems and he expected there would be problems in the future.

Mayor Haddix felt the reason the Applicant wanted this particular piece of property was because it was cheaper than property elsewhere; there was commercial property that was currently for sale where he could locate. Mayor Haddix did not feel the cost of the property was justification to amend the ordinance and wondered what the next use might be that they would be asked to add to the ordinance.

Mayor Haddix agreed that this property had been vacant a long time; but so had the property next to it. What if someone else wanted to add some other type of commercial use in this area? This was a difficult area for commercial enterprises to thrive in. He felt changing the ordinance would recreate the old problems.

The Chairman closed the public hearing at 7:16 p.m.

The Planning Commissioners' comments included the following:

Ms. Wojcik

- She was in favor of this change.
- She had reviewed the permitted uses in LI and did not think adding a hair salon was going to change the complexion of that district.
- Since pet grooming was allowed in LI, disallowing this use in essence was saying that it was all right to groom animals but not people. She noted that animal grooming was also allowed in commercial zoning districts, and there were other situations where there were mixed uses within the city.
- This ordinance was redone four years ago to address the situations where there were facilities being used by young children that were next door to heavy industrial uses (GI). This was where the danger was.
- If the LI zoning district was truly to consist of light industrial uses, she thought most of the uses currently permitted would need to be eliminated.

Mr. Conner

- Did the commercial zoning districts specifically allow barber shops and beauty shops? Mr. Rast said GC General Commercial did and he thought LUC Limited Use Commercial also allowed them.
- Although he agreed with Ms. Wojcik's logic that there were other uses that were similar to this one, he did not think two wrongs made a right.
- If there was not already a specific place for this use in the commercial zonings, he would agree with Ms. Wojcik. However, he thought a commercial zoning district was a more appropriate place for this use.
- The ordinance stated that the LI district was intended to primarily serve the commercial needs of the uses permitted in LI. A barber/beauty shop would serve everyone.

Mr. Destadio

- He asked Mr. Rast where the LI and GC zoning districts were on Huddleston Road.
- Mr. Rast explained that this area was somewhat of a hodge-podge of GC and predominantly GI zoning and had been reviewed in the past to try to come up with a plan to make it more cohesive.

- The properties between Huddleston and the railroad were predominantly GC while the properties across the street were mostly GI.
- The zoning had prevented some businesses from locating within the Huddleston Business Park, where Verlo Mattress and several other tenant-oriented spaces were located. This center was mostly vacant and should be reviewed as part of the Comprehensive Plan to try to develop a more cohesive structure along Huddleston.
- He agreed with Mr. Rast and thought all of the commissioners would agree that spot zoning should be avoided.
- Was there anything on the list of permitted uses in LI that was also on the list of permitted uses in the GC district? Mr. Rast said there were several.

Mr. Napoli

- His only concern was whether there would be any hazardous waste associated with barber/beauty shops.
 - Mr. Rast said salons were required to put in either a stand-alone grease trap or a grease trap in the sink, depending on whether it was a new business or a retro-fit. This would be handled as part of their tenant finish. The Water and Sewer Authority (WASA) would review the plans and make a recommendation as to what they felt would be best. This particular development was on sewer so there would be no concern about the waste getting into a septic field.

Mr. Daily

- The Mayor said there had been an effort in the past to separate incompatible uses. That being the case, how did amusement parks, recreational activities, and day care facilities remain on the list of permitted uses? Mayor Haddix said that was because there were a lot of uses retail owners did not want in their facilities. He thought they probably had not cleaned up the ordinance enough.
- Did it relate to whether they sold a product or a service? It seemed to him that if a product was sold, it was more commercial but if they sold a service, the use seemed more industrial. Mayor Haddix thought the correlation of day care supporting industry was an obvious one. However, selling furniture did not fit unless they also made furniture.

Unapproved Excerpt
Planning Commission meeting
November 12, 2012
Page 5

After discussion, a motion was made by Ms. Wojcik and seconded by Mr. Daily that the proposed text amendment to permit barber and/or beauty shops within the LI zoning district be forwarded to City Council with a recommendation for approval. The motion passed by a vote of 4 to 0 to 1 with Mr. Conner abstaining from the vote.

AN ORDINANCE TO AMEND ARTICLE X OF THE ZONING ORDINANCE OF PEACHTREE CITY, AS AMENDED, SECTION 1007 LI LIGHT INDUSTRIAL FOR THE PURPOSE OF CLARIFYING USES PERMITTED WITHIN DISTRICT; TO ESTABLISH OTHER REQUIREMENTS; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that:

Section 1. Article X, Requirements by District, Section 1007.2, LI light industrial zoning district of the Peachtree City Zoning Ordinance, as amended, be further amended by adding subparagraph (k) Barber and/ or beauty shops, and renumbering the remaining subparagraphs as follows:

Sec. 1007. LI limited industrial district.

(1007.2) *Permitted uses.*

- (a) Accessory uses to permitted uses;
- (b) Agriculture and forestry;
- (c) Ambulance service;
- (d) Amusement or recreational activities located wholly within a building;
- (e) Animal hospital, veterinary clinic, kennel, animal boarding or animal grooming salon;
- (f) Assembly and distribution of products and merchandise;
- (g) Automatic teller machine, provided that it is not a part of, or on the same parcel as, a bank or financial institution;
- (h) Automobile repair and maintenance facility;
- (i) Automobile, truck and trailer leasing or rental facility;
- (j) Bakery and catering service;
- (k) Barber and/ or beauty shops;
- (k!) Building material sales and service (wholesale, with no sales to the general public);

- (lm) Cabinet shops and furniture repair;
- (mn) Car wash facility;
- (no) Day care facilities;
- (op) Dry cleaning plant operations and service outlets;
- (pq) Electrical/ electronic appliances, sales and service;
- (qr) Electrical/ electronic supply facility;
- (rs) Electrical, telephone or other public utility station;
- (st) Electronic, video or mechanical game amusement center;
- (tu) Emissions and inspection testing;
- (uv) Equipment rental;
- (vw) Fabricating shops (woodworking, upholstery, sheet metal, etc.);
- (wx) Farm and garden supply stores, including nurseries and greenhouses;
- (xy) Floor coverings sales and supply;
- (yz) Fraternal clubs and lodges (non-commercial);
- (zaa) Furniture repair, refinishing, refurbishing and upholstery;
- (aabb) Glass sales and installation;
- (bbcc) Golf cart rental, sales and service facility;
- (eedd) Hardware sales;
- (edee) Health service clinics, including accessory pharmacies;
- (eeff) Indoor shooting range;
- (ffgg) Light manufacturing, processing, and assembly;
- (gghh) Lighting assembly, sales and service;
- (hhii) Office furniture sales and supply;
- (iii) Paint sales and supply;
- (jjkk) Photography studio, photo processing facility;
- (kkll) Plumbing and/ or HVAC sales and supply;
- (llmm) Printing, blueprinting, book binding, Photostatting, lithography and publishing facility;
- (mmnn) Public buildings, facilities and utilities;
- (nnoo) Radio, television, recording and/ or rehearsal studio facility;
- (oopp) Research laboratories, including medical and dental labs;
- (ppqq) Self-storage mini-warehouse facility;
- (qqrr) Sign painting and fabricating shops;
- (rrss) Small electric motor repair;
- (sstt) Studio for teaching music, voice, dance, karate, etc.;
- (ttuu) Telegraph or messenger service;
- (uuvv) Trade or vocational school.

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

Section 3. Should any provision of this ordinance be declared invalid by

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

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

This _____ day of _____ 2012.

Donnie O. Haddix, Mayor

Attest:

City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager
Financial Services Director P.S.
Purchasing Agent

FROM: Public Services Director

DATE: November 29, 2012

SUBJECT: Bridlepath Stream Restoration
December 6 Regular Meeting

Recommendation

Staff recommends that City Council award the bid for the Bridlepath Stream Restoration to Georgia Development Partners, LLC, for their not to exceed bid amount of **\$126,430.18**.

Discussion:

This project is the planned second phase of the Bridlepath system to alleviate flooding in the area between Windgate Road and Bridlepath Lane. This project will remove an existing detention pond dam which was used in the past as part of the cart path system. The project will allow the stream to restore its original flow pattern while re-vegetating the stream bank in the area. Therefor staff placed this project out to bid. The results of the bid are as follows:

Georgia Development Partners	\$ 126,430.18
Brent Scarborough & Co., Inc.	\$ 143,750.00
Southeastern Site Development	\$ 163,420.75
Ronny D. Jones Enterprise Inc.	\$ 280,485.00
Site Engineering	\$ 313,173.75
JM Wilkerson	\$ 374,327.00

Based on these bids, staff recommends the award of this project to Georgia Development Partners, LLC, for their not to exceed bid amount of **\$126,430.18**.

Budget:

This project was allocated as part of the original Stormwater utility bond. However, there are insufficient funds in the amount of \$40,100 for this construction. Therefore, if approved by City Council, staff recommends the transfer of \$40,100 from the stormwater bond contingency line into this account to fully fund the **\$126,430.18** for this project.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager
Financial Services Director PS.
Purchasing Agent

FROM: Public Services Director

DATE: November 30, 2012

SUBJECT: Shakerag Sewer Rehabilitation
December 6, 2012 City Council Agenda

Recommendation

Staff recommends that City Council award the bid for the Shakerag Sewer Rehabilitation to Site Engineering, for their unit cost base bid amount of **\$241,350.50**.

Discussion:

Over the past several years there have been many issues with the sanitary sewer system servicing the Shakerag Recreational Complex and the Public Works Complex. Video inspection has shown multiple blockage and failure points throughout this system. This evaluation and assessment has lead staff and city council to give this project priority for replacement under the Facility Authority Bond. As such, staff has solicited unit cost bids to make the needed repairs to this system. The results of this bid are as follows:

Site Engineering	\$ 241,350.50
Brent Scarborough & Co., Inc.	\$ 313,142.69
Ronny D. Jones Enterprise Inc.	\$ 320,735.00
Southeastern Site Development	\$ 334,558.52
Strack	\$ 386,842.16

Based on these bids staff recommends the award of this project to Site Engineering for their unit cost base bid of \$241,350.50.

Budget:

\$210,000 has been budgeted for this project as part of the FAB. However, with engineering cost and the bid amount being higher than expected the total project is over budget by approximately \$59,000. Staff would suggest that in order to cover the overages the Riley Field Sewer Project be postponed and the \$39,000 budget be re-allocated to this project. In addition staff recommends that the savings from the Library Sealing (\$11,000), Bulk Oil Storage (\$6,000), and Amphitheater Box Office (\$3,000) projects also be re-allocated to this project.

CITY OF PEACHTREE CITY
INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: James L. Pennington, City Manager
Paul Salvatore, Financial Services Director *P.S.*
Angela Egan, Purchasing Agent *me*

FROM: Jonathan N. Rorie, Community Services Director *JN*

DATE: November 30, 2012

SUBJECT: Janitorial Bid Award
December 6, 2012 City Council Agenda

Recommendation

We recently received bids for the outsourcing of Janitorial Services with a low bid of \$73, 422 to a high bid of \$274, 222. Staff recommends that City Council award the bid for janitorial services to two (2) primary vendors.

- Building Maintenance Services be awarded an annual bid totaling \$15,342 for providing janitorial service for City hall, Gazebo, and Amphitheater Box Office.
- C&T Janitorial be awarded an annual bid totaling \$4,392 for six (6) park restrooms

In addition, staff recommends hiring an additional 4-6 part-time Maintenance Tech I positions in the Building Maintenance department to cover 4,680 labor hours per year (3,510 for remainder of FY 2013) to provide janitorial services for the Library, Glenloch Recreation Center, Kedron Fieldhouse, and Public Works Facilities. The estimated cost for this labor and all related supplies, uniforms etc. is approximately \$64,540.

Discussion:

Over the course of the last year, staff analysis has revealed the city has realized advantages and disadvantages from outsourcing the production of services, but regardless of who provides the service, the city is still held accountable for the quality of the product or service as measured by public opinion. One notable failure point has been the traditional outsourcing of janitorial services through the years.

One notable failure point has been the traditional outsourcing of janitorial services where time and time again, we have received low levels of performance or no performance and we simply are not getting what we pay for. Simply put, we must re-think our service delivery models that are cost effective and maximize the use of our resources. Under our proposed service delivery model, annual funding will be utilized to award contracts to multiple vendors and hire additional part-time personnel to produce the service. The intent is to place performance accountability on the production side so that choice and competition can be achieved.

Budget Impact

The estimated cost for labor and all related supplies, uniforms etc., for the new Part-time Maintenance Technicians is approximately \$64,540. This cost will be covered by line-item transfers from funds remaining from the departmental Cleaning Services accounts in all funds. Funds are currently available to cover the cleaning contracts recommended above.

Executive Summary

Over the course of the last year, staff has analyzed various maintenance projects and services in search of an answer to what on the surface appears to be a simple question: ***Is outsourcing the most cost effective method of getting the job done?*** Staff's analysis revealed that the city has realized both advantages and disadvantages from outsourcing, but regardless of who produces the service, the city is still held accountable for the quality of the product or service as measured by public opinion.

One notable failure point has been the traditional outsourcing of janitorial services. The service delivery standards are really quite simple "clean the building based upon the standards as outlined by the city", but time and time again, we have outsourced janitorial services only to receive low levels of performance or no performance and we simply are not getting what we pay for. When all is said and done, if we expect a different output we need to change the input. Our analyses lead us to re-think our service delivery model and to develop alternative strategies that are cost-effective and maximize the use of our resources.

Moving forward, we are recommending instituting an outsource / insource hybrid delivery model that proposes a system of managed competition which focuses on improved performance at the lowest possible cost. Annual funding for janitorial services will be utilized to award contracts to multiple vendors and hire additional part-time personnel to produce the service. Managed competition places performance accountability on the production side by awarding to multiple vendors and employees so that choice and competition can be achieved. It should be noted that this is an experimental, low key pilot project with no guarantees of success. Its purpose is to work out the kinks and incrementally incorporate the managed competition process into the organizational structure. Specifically, staff recommends:

- Building Maintenance Services be awarded an annual bid totaling \$15,342 for providing janitorial service for City hall, Gazebo, and Amphitheater Box Office.
- C&T Janitorial be awarded an annual bid totaling \$4,392 for six (6) park restrooms
- Hire four (4) to Six (6) part-time Building Maintenance Tech I to provide janitorial services for the Library, Glenloch Recreation Center, Kedron Fieldhouse, and Public Works Facilities.

Budget Impact

The annual costs will total approximately \$84,000 to provide janitorial services for City of Peachtree City Facilities.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Dr. James L. Fennington, City Manager
FROM: Jonathan N. Rorie, Community Services Director
DATE: November 26, 2012
SUBJECT: Outsourcing Program Analysis

For several months we have discussed the problem of outsourced janitorial services and the pros and cons of other outsourced services. Based on our discussions the following analysis was initiated. I believe that it addresses most of our concerns particularly as it relates to janitorial services, and offers a reasonable new model of operation.

Over the course of the last few years, Peachtree City has outsourced many job functions that had historically been performed by municipal employees. It appears the main reasons behind the outsourcing movement, has been to control employee benefits and capital equipment costs. Another primary reason has been based upon the underlying idea the private sector operates more cost efficiently due to competitive market forces not traditionally found in monopolistic government organizational structures.

Over the course of the last year, staff has analyzed various maintenance projects and services in search of an answer to what appears to be a simple question: ***Is outsourcing the most cost effective method of getting the job done?*** To analyze a given project or job function, staff utilized a straight forward cost- effectiveness analysis (CEA) to gather empirical evidence for comparison between two alternatives. It should be noted that a CEA can only be used for practical decision making when either of two conditions exists:

1. The costs of all alternatives are equal, allowing the analyst to focus on differences in benefits among the alternatives.
2. The benefits of the alternatives are equal- or may be presumed to be equal- allowing the analyst to focus on differences in costs.

Illustrative Examples Utilizing the CEA

1. 144 Linear feet of rain gutters needed to be replaced on the Soccer concession building at the Baseball/Soccer Complex. It is assumed that the benefits are the same and we focused on the difference in the costs.
 - Outsource- Watertight Roofing Services, LLC proposal was for \$12.65 per linear foot or \$1,821.61 to replace 144 linear feet.
 - Insource- One (1) part-time building maintenance tech completed the job:
 - \$12.38 per hour labor costs totaling \$148.56 for 12 hours. Gathering supplies and travel time included.
 - Material costs totaling \$462.21
 - Administrative time to process pay check the same as time to process vendor payment= \$0.00
 - Travel expenses at \$.55 per mile. Total mileage= 21 x .55= \$11.55 (Round trip from Public Works to Home Depot, to BSC, to Public Works)
 - Total cost for 144 linear feet replacement= \$622.32

Summary- Internal completion at 34 of outsourced costs. The opportunity cost of outsourcing would have been approximately 96 Staff hours of work potential. $(1,821 - 623)/12.38 = 96$ In this example, the costs were much less by insourcing the project.

2. Turf Management Program- A key component of our turf management program is core aeration and top dressing for athletic fields. It is assumed that the benefits are the same and we focused on the difference in the costs.
 - Outsource- Truegreen submitted the low bid proposal for \$39,000 (.055 per sq. ft. for 708,745 sq.ft.) to core aerate and top dress ten (10) soccer fields. The high bid was \$103,000
 - Insource Estimates to core aerate and top dress ten (10) soccer fields were:
 - \$7,100 for 142 hours of staff time at \$50 per hour for two(2) FT Personnel
 - \$14,180 for 709 tons of top dressing sand.
 - \$17,500 for purchase of top dresser- Initial costs capitalized over ten year (10) life expectancy equates to \$1,750 in annual cost.
 - \$4,750 for purchase of two(2)core aerators- Initial costs capitalized over ten year(10) life expectancy equates to \$475 annual cost..
 - **\$24,125** total annual costs= \$7,100+\$14,800+\$1,750+\$475 to annually complete ten (10) soccer fields.

- Insource Actual Costs-
 - \$11,100 for 222 hours of staff time at \$50 per hour-Under estimated
 - \$9,415 for 412 tons of top dressing sand-Over estimated.
 - \$17,500 for purchase of top dresser- Initial costs capitalized over ten year (10) life expectancy equates to \$1,750 in annual cost.
 - \$4,750 for purchase of two(2)Core aerators- Initial costs capitalized over ten year(10) life expectancy equates to \$475 annual cost..
 - **\$22,740** total annual costs= \$11,100+\$9,415+\$1,750+\$475 to annually complete ten (10) soccer fields.

Summary- Internal completion at 58 of outsourced costs. The opportunity cost of outsourcing would have been approximately 325 Staff hours of work potential. ($\$16,250/50=325$ FT Staff hours). With internal costs savings, the city also realized additional gains by completing core aeration and top dressing on (2) football fields and the installation of new replacement Bermuda sod for all worn areas on all ten soccer fields and two football fields totaling 11,000 Sq.Ft. of sod installation. In short, we eliminated the opportunity costs associated with the use of an outsourced vendor (325 staff hours) and reinvested the savings (\$16,250) to maximize the return for each dollar invested for total costs of \$13, 456. ($200 \text{ Staff hours}=\$10,000 + \$1,465 \text{ Sod Costs}=\$11,465$). In this example, the benefits were greater with less cost by insourcing the project.

3. Building Department Services- The City adopts codes and zoning policies to protect the health, safety and the quality of life of Peachtree City residents and visitors. As a "Home Rule" state, the city is authorized, but not required, to enforce the state minimum building codes as detailed in O.C.G.A 8-2-20. However, the City has made a conscious choice to enforce the building code for or citizens resulting in number of benefits such as a more beautiful community, stable neighborhoods, and ensuring residents a safe and healthy environment in which to live, work, and enjoy leisure time.

- Outsource- SAFEbuilt has provided full building department services as an outsourced provider since March 2010. Based upon the agreement, SAFEbuilt retains 80 of all permit fees and plan review fees resulting in a payment for services of:
 - \$249,647 in contractual service payments in FY 2011 to complete 2,814 Inspections or at \$88 per inspection.

- \$276, 161 in contractual service payments in FY 2012 to complete 2,610 Inspections or at \$105 per inspection.
- Insource Actual Costs-
 - \$441,188 at its peak in FY 2008 for Personnel Expenses. Staff consisted of seven (7) full-time personnel.
 - \$60,800 for professional services and supplies in FY 2008
 - \$114, 678 net loss in expenses over revenues resulting in a 23 subsidy from the general fund in FY 2008.
 - **\$502,006** total annual costs for Building Department Services in FY 2008.

Summary- Outsourcing the building department resulted in greater economic efficiency. Currently, the service is being provided at approximately 72 of the costs the city was experiencing at its peak in FY 2008. From 2008 through 2011, the general fund subsidized the building department an average of 31 , but as of FY 2012, the general fund subsidy had fallen to 4 . SAFEbuilt provides access to six (6) full-time personnel qualified as Master Code Officials and Certified Building Officials. SAFEbuilt realizes a greater economic efficiency because they are able to maximize the production of services at the lowest possible unit cost. SAFEbuilt realizes this comparative advantage by contracting with other cities and spreading the cost of their personnel over a wider area. In short, their average cost falls as output is increased. In general, the outsourcing of the building department has been an effective means of insuring the local application and enforcement of the state building codes in a fiscally responsible manner. In this example, the costs were much less by outsourcing the project.

4. Janitorial Services- The city has outsourced janitorial services for many years utilizing various private companies.
 - Outsource- In January 2009, the city entered into a contractual agreement with American Facility Services (AFS) to provide janitorial services for an annual cost of \$60,800.
 - Provides janitorial services for over 65,000 square feet including City Hall, Library, Glenloch Recreation Building, and six (6) park bathrooms.
 - 47 of the contract (31,000 sq.ft.) is for the library. The library cleaning primarily consists of emptying all trash cans, mopping all floors, cleaning six bathrooms, and vacuuming all floors
 - One (1) person spends less than two (2) hours in the library. Annual cost for library is \$26,112 or \$36 per hour.
 - The city provides all paper and plastic bag consumables.
 - Cleaning supplies provided by vendor

- Outsource- The city entered into a contractual agreement with Unique Cleaning to provide janitorial services for Kedron Aquatic Center for an annual cost of \$16,000.
 - Provides janitorial services for over 25,000 square feet building.
 - The cleaning primarily consists of emptying all trash cans, mopping all floors, cleaning four (4) bathrooms, and vacuuming all floors
 - One (1) person spends less than two (2) hours per night at Kedron. Annual cost for library is \$16,000 or \$22 per hour.
 - The city provides all paper and plastic bag consumables.
 - Cleaning supplies provided by vendor
- Insourcing- The city has very limited history of performing janitorial services city wide. To compare insourcing with outsourcing costs, staff has conducted time and motion studies for various facilities. Using one (1) staff person our time and motion analysis resulting in the following time estimates:
 - Library- 3 hours
 - Glenloch- 2 hours
 - Picnic Park Restrooms- 1 hour

Summary- At first glance, it seems the historical approach of outsourcing janitorial services is both efficient and effective. Unfortunately, history has taught us that quality service is a rarity: Instead, the norm is low performance. For example, we routinely receive complaints regarding the performance quality at both the Library and Glenloch Recreation Center. In fact, library security cameras indicate that at times our current vendor has been able to complete the library in a record setting pace of 15 minutes. Other examples of poor performance include simply not completing some of the scheduled cleaning at various locations such as not sweeping, cleaning bathrooms, etc. It is my opinion that you “get what you pay for,” but history reveals we are in fact paying for services that are not being consistently delivered or delivered at a low level of quality. Unfortunately, when staff receives complaints, we simply cannot say it is the fault of an outsourced vendor. Outsourcing may pass the responsibility to an external party, but through overall public opinion, we retain the performance accountability.

Position Statement

There are many reasons why a city may choose to outsource the delivery of various city services and many have done so.

Some advantages include:

- Revealing the costs of production and eliminating waste through competition.
- Realization of economies of scale by spreading costs over a larger geographical area.
- Performance of private contractors can serve as “yardsticks” to compare the efficiency and effectiveness of service levels in-house.
- Personnel costs can be avoided by not having to provide benefit packages.

Some disadvantages include:

- Contract administration “watchdog” requirements.
- Lowballing- The contractors bids low to secure the contract, but fails to meet performance standards or attempts to re-negotiate the price after award . Typically, the city is left with no “back up plan” to quickly perform the service in-house or the ability to secure another contractor in a timely manner.
- Excessive opportunity costs
- Profit margins drive service delivery.

The answer to our question, *is outsourcing the most cost effective method of getting the job done*, is both yes and no. Thus, it was obvious that our question was not simple and that there were unique outcomes in the analyses. Peachtree City has realized both advantages and disadvantages from outsourcing. As we move forward, we have to ask ourselves a basic question: Are we going to be providers of a service, producers of a service or both. Providing service is a basic policy decision that something must be done. Having decided to “do something” we may then go on to produce it or we may turn to some other organization, public or private, for the actual doing. Once again, it is important to note that outsourcing does not change the public character of a facility or service: a street is no less a public road because responsibility to resurface it was produced by a private contractor. In the end, when the work is done, the city is still held accountable for the quality of the product or service as measured by public opinion. So, where do we go from here?

- Should the city be both provider and producer of a service?
- Should we continue to outsource services with low rates of return
- Is outsourcing the best method of controlling costs

It is staffs position that the decision to outsource should not be based purely on “what we have always done”. Instead, city services should be evaluated to determine the best method of performing the service with the **greatest return on investment**.

Getting Started

As illustrated earlier, the production of janitorial services has traditionally been outsourced with low rates of return on investment. We have outsourced the service and received low levels of performance, no performance, or faced excessive opportunity costs. As a result, a logical place to start is by re-thinking how we clean and maintain our buildings. We simply must insure we get what we pay for. For the purpose of analysis, staff completed the following:

- We researched and analyzed the previous bids for janitorial service delivery from 2009. The low bid was for AFS at \$60,800, the average bid was \$85,000 and the high bid was \$234,000. We then assessed a 2 CPI increase for each of the four years to predict a 2012 bid range.
 - Our predicted bid range for all properties was a low bid of \$82,360, and a high bid of \$252,700.
 - Specifically, we predicted a bid range for the library consisting of a low bid of \$28,200, an average bid \$33,300, and a high bid of \$50,000.
- Actual bid ranges were as follows:
 - All city facilities had a low bid of \$73,000, an average bid of \$148,000, and a high bid of \$274,000
 - Bid range for the library consisting of a low bid of \$14,176, an average bid \$32,068, and a high bid of \$74,000.

For the most part we were within a 10 to 12 range of our prediction for low and high bids but dramatically underestimated the average bid range. Our predictions are important to the decision

making process because it allows us to make a comparison about the true costs of production, identify potential "lowballing" bids, and compare competitive market rates with in-source production models. So it leaves us with the question? What delivery method will provide the greatest return on investment? To answer we have to clear our mind of pre-conceived notions and evaluate based upon a Cost Effectiveness Analysis (CEA) where,

1. The costs of all alternatives are equal, allowing the analyst to focus on differences in benefits among the alternatives.
2. The benefits of the alternatives are equal- or may be presumed to be equal- allowing the analyst to focus on differences in costs.

The simplest way of depicting the CEA is through the use of a spread sheet. For comparison purposes we will only compare city costs with the two low bids submitted from Building Maintenance Services at \$73,422 and American Facility Services at \$ 88,923.

When all is said and done, if we expect a different output we need to change the input. In short, we need to develop alternative strategies that are cost-effective and allow us to maximize the use of our resources. After analysis, it appears we can redirect most of the annual funding for janitorial services to hire part-time personnel to accomplish the same goal. In addition, the personnel would be utilized to complete other goals and objectives as time allows. However, staff would also recommend awarding portions of the service production to Building Maintenance Services and C&T Janitorial. Recognizing that this production model is a hybrid approach requiring both in-sourcing and out-sourcing presents some advantages.

First, using a hybrid approach establishes a "managed competition" environment. In a managed competition environment the city competes with outsource firms to deliver a service under a controlled or managed process that clearly defines performance measures and standards of accountability. In short, the goal is to have outsource firms and internal employees competing to challenge the system and "the way it's always been done". The focus is on continuous improvement to provide high quality services, at the lowest possible cost, to meet the challenges of competition. The basic motivation is employment through performance. Another key advantage is the ability to have a fall- back position. By awarding to multiple vendors and internal employees, management has a discretionary tool of termination. In the event, either outsourced firms or internal employees fail to meet performance standards, management can

expand or contract the scope of responsibility up to and including termination of the contract or employment for either party. Managed competition places performance accountability on the production side and you need multiple vendors so that true choice and true competition can be achieved.

Another advantage is cost avoidance or cost transfer. In this case we are not purely evaluating a dollar figure. Instead our focus is on the opportunity costs of any endeavor. For example, the recommendation to outsource the janitorial services for park restrooms to C&T Janitorial is based upon a time and motion study. C&T proposes to meet the performance standards for an annual bid price of \$4,392. Essentially, they are proposing a price at 33% of what we calculate the city could do it for. It is important to note they are also absorbing other opportunity costs of completing the task. Specifically, they will be using their vehicles to get to each site therefore, C&T is absorbing travel costs such as operation and maintenance of a vehicle and the time it takes to get to each site under normal traffic conditions. If the city assumed this role, we would need a vehicle and would lose a minimum of one hour of productivity in travel time from site to site. There is no doubt that we can think of a lot better ways to invest scarce resources instead of purchasing additional vehicles and pay someone to ride around.

In the final analysis, the proposal to create a hybrid approach has advantages but it must be recognized that incorporating managed competition into the system is an evolutionary process. The production of janitorial services is a low key pilot project to work out the kinks and incrementally incorporate the process into the organizational culture. In the future, other areas can be evaluated for managed competition efforts such as:

- Facility Operations
- School Crossing Guards
- Landscape maintenance
- Vehicle maintenance
- Street Surfacing

Staff Recommendation

After analysis, and reference checks, staff is recommending we move forward with a hybrid production model for the delivery of janitorial services. Specifically, staff recommends:

- Building Maintenance Services be awarded an annual bid totaling \$15,342 for
 - City Hall Upstairs- \$8,400
 - City Hall Down Stairs-\$4,548
 - Gazebo-\$594
 - Amphitheater Box Office-\$1,800
- C&T Janitorial be awarded an annual bid totaling \$4,392 for
 - Picnic Park Restroom
 - BMX Restroom
 - Pebble Park Restroom
 - Glenloch Soccer Restroom
 - Glenloch Tennis Restroom
 - Kedron Hockey Rink Restroom
- In-source janitorial services to complete the Library, Glenloch Recreation Center, Kedron Fieldhouse, and Public Works Facilities. To accomplish this goal would require hiring four (4) to Six (6) part-time personnel. Based upon an annual figure of \$61,000 and \$13.03 per hour, we can fund 4,680 hours of part-time employment per year. Part-time personnel would be scheduled so that one is assigned to Public Works, one is assigned to the Library, and one is assigned to Kedron Fieldhouse / Glenloch each day of the week for four (4) hours, or eight (8) hours to complete daily assignments.

Budget Impact

Both of our two low bidders have experienced past performance problems and we would prefer not recommending an award to either, but the next lowest bid of \$141,218 is double the amount of our current budget of \$69,500. It is believed that implementing a hybrid approach will allow the city to have more control over the delivery of janitorial services. The annual costs will total approximately \$84,000 plus cleaning supplies. Our estimated costs fall between our two low bidders of \$73,422 and \$88, 923.

WEEKLY HOURS	PTC In-Source			American Facility Services			Bldg Maint. Services			Average			
	ANNUAL COST	HRLY COST	WEEKLY HOURS	ANNUAL COST	HRLY COST	WEEKLY HOURS	ANNUAL COST	HRLY COST	WEEKLY HOURS	ANNUAL COST	HRLY COST	Bldg Sq. Ft.	
20	\$13,551	\$13.03	15	\$11,668	\$14.96	7.5	\$8,400	\$21.54	14	737	\$11,206	\$15.21	11830
10	\$6,776	\$13.03	12.5	\$9,715	\$14.95	6	\$4,548	\$14.58	10	494	\$7,013	\$14.20	9765
28		\$13.03	17.5	\$18,972	\$15.58	27	\$25,200	\$17.95	24	1257	\$19,449	\$15.48	31000
5	\$3,388	\$13.03	7.5	\$5,464	\$14.01	3.75	\$2,400	\$12.31	5	282	\$3,751	\$13.32	3750
5	\$3,388	\$13.03	5	\$3,546	\$13.64	3.5	\$1,500	\$8.24	5	234	\$2,811	\$12.01	3600
5	\$3,388	\$13.03	5	\$3,511	\$13.50	1.5	\$1,500	\$19.23	4	199	\$2,800	\$14.04	1200
14	\$9,486	\$13.03	14	\$10,192	\$14.00	7	\$1,500	\$4.12	12	607	\$7,059	\$11.64	2980
1	\$678	\$13.03	1	\$801	\$15.40	0.5	\$594	\$22.85	1	43	\$691	\$15.94	225
2	\$1,355	\$13.03	2.5	\$2,084	\$16.03	1	\$1,800	\$34.62	2	95	\$1,746	\$18.32	1320
4	\$2,710	\$13.03	2	\$1,380	\$13.27	0.5	\$1,200	\$46.15	2	113	\$1,763	\$15.65	300
4		\$13.03	2	\$920	\$14.38	0.5	\$1,020	\$63.75	2	96	\$1,550	\$16.15	300
4	\$2,710	\$13.03	2	\$920	\$14.38	0.5	\$1,020	\$63.75	2	96	\$1,550	\$16.15	300
4	\$2,710	\$13.03	2	\$1,380	\$13.27	0.5	\$1,200	\$46.15	2	113	\$1,763	\$15.65	300
4	\$2,710	\$13.03	2	\$1,380	\$13.27	0.5	\$1,200	\$46.15	2	113	\$1,763	\$15.65	300
4	\$2,710	\$13.03	2	\$1,380	\$13.27	0.5	\$1,200	\$46.15	2	113	\$1,763	\$15.65	300
28	\$18,972	\$13.03	28	\$20,406	\$14.02	36	\$19,140	\$10.22	31	1595	\$19,506	\$12.23	26000
142	\$36,214		120	\$38,923		93.75	\$73,422	\$15.06	119	6185	\$86,186		
	\$27,214			\$19,923			\$4,422			#REF!			

Award Recommendation
CITY HALL - UPSTAIRS
CITY HALL - DOWNSTAIRS
LIBRARY
PUBLIC WORKS - MAIN OFFICE
PUBLIC WORKS - SATELITE AUTO SHOP
PUBLIC WORKS - FOREMAN'S OFFICE
GLENLOCH REC AREA
GAZEBO
AMPHITHEATER BOX OFFICE
PICNIC PARK RESTROOM
BMX RESTROOM
PEBBLE PARK
GLENLOCH TENNIS COURT RESTROOM
GLENLOCH SOCCER RESTROOM
KEDRON HOCKEY RINK RESTROOM
KEDRON AQUATIC CENTER

FTE Annual Hours Needed to Insource
of FTE's at 24 Hrs per week
Supplies Costs
Annual Costs

	Hrs	Low Bid	Budget Amount	Cost Estimate	FTE Hrs	Annual Hrs	City Costs
Bldg. Maintenance Services	7.5	\$8,400	\$7,208	\$8,400			\$8,400
Bldg. Maintenance Services	6	\$4,548	\$4,707	\$4,548			\$4,548
In-source	28	\$25,200	\$26,112	\$25,200	1934	1456	\$18,972
In-source	5	\$5,464	\$3,175	\$5,464		419	\$3,388
In-source	5	\$3,546	\$1,306	\$3,546		260	\$3,388
In-source	5	\$3,511	\$807	\$3,511		260	\$3,388
In-source	14	\$10,192	\$7,700	\$10,192		782	\$9,486
Bldg. Maintenance Services	0.5	\$594	\$0	\$594		2964	\$594
Bldg. Maintenance Services	1	\$1,800	\$1,800	\$1,800			\$1,800
C&T Janitorial	5	\$810	\$0	\$810		260	\$810
C&T Janitorial	5	\$576	\$0	\$576	44	44	\$576
C&T Janitorial	5	\$576	\$0	\$576		260	\$576
C&T Janitorial	5	\$810	\$0	\$810		260	\$810
C&T Janitorial	5	\$810	\$0	\$810		260	\$810
C&T Janitorial	5	\$810	\$0	\$810		260	\$810
In-source	28	\$19,140	\$15,713	\$19,140	1469	1456	\$18,972
	130	\$86,787	\$68,528	-\$18,259			\$77,327
					260 Contingency Hours		\$3,220
					Total		\$80,547

4680
4
\$3,500
\$84,047

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager 
Financial Services Director *P.S.*
Assistant Financial Services Director 
Purchasing Agent

FROM: Public Services Director 

DATE: November 26, 2012

SUBJECT: Purchase of Mini Excavator
December 6, 2012 City Council Meeting

Recommendation:

Staff recommends purchasing of Mini Excavator from Lashley Tractor Sales for their bid amount of \$65,242.00.

Discussion:

Over the past several years workload has shown the need for the use of a second mini excavator. Currently the City does have a mini excavator which is one of the primary tools used by the Stormwater maintenance crew. Currently if Street or Cart Path crews need to use this equipment it greatly hinders the productivity of the Stormwater component. An additional excavator can be used for many functions, one of the primary uses of the new excavator will be the vertical bush hog implement. This will allow for more rapid trimming along path and streets. In addition, the excavator can more efficiently replace the smaller pipes under the path since it can be operated in a more confined space.

Therefore the City, advertised a request for bids for one Mini Excavator. Four qualifying bids were received as follows:

Lashley Tractor	\$65,242.00
Mason Tractor	\$65,579.98
Atlanta Kubota	\$66,421.33
Border Equipment	\$69,562.00

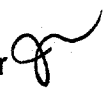
Therefore staff recommends the purchase of the Mini Excavator for Lashley Tractor Sales for their low-bid amount of **\$65,242.00**

Budget Impact: \$64,000 has been budgeted for this equipment. Should council approve this purchase, an additional \$1,242 will need to be allocated into this PIP line item, as well as capital equipment loan proceeds revenues, to fund the total purchase price of \$65,242.00. Annual debt service payments will increase approximately \$250 per year on the 5-year loan.

CITY OF PEACHTREE CITY
INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: James L. Pennington, City Manager 
Paul Salvatore, Finance Director *P.S.*
Angela Egan, Purchasing 

FROM: Jonathan N. Rorie, Community Services Director 

DATE: November 30, 2012

SUBJECT: Consider Bid for Recreation Administration Building Renovation
December 6, 2012, City Council Meeting

Recommendation:

Staff recommends that the Recreation Administration Building upgrade bid be awarded to Albion Scaccia in the amount of \$363, 625 and that the total approved budget of \$462,000 remain intact for project completion to include construction administration and optional portions of the project..

Discussion:

On November 29, staff opened the bids for the for the repairs, reconfiguration, and renovation of the Recreation Administration building to facilitate its use by Fayette Senior Services. The bid results are for for Phase I only and they do not include optional portions of the project or Construction Administration costs.

Phase I bid results are as follows:

• Albion Scaccia	\$363,625
• Beatty Const.	\$373,000
• Earley Const. Co.	\$383,000
• Headley Const.	\$392,000
• CWI Const.	\$403,580
• Titlist Bldg. Systems	\$411,100
• Southcore Construction	\$485,000

- Harmon Masonry & Const. \$575,000
- Diversified Const. \$614,000

Optional Portions of the Project Included:

Front entrance drive and enhanced handicapped parking	\$30,000
Exterior Awning-	\$ 6,000
Exterior painting-	\$10,000

Construction Administration.

Pond & Company Fee Proposal-	\$ 52,000
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To provide project management, architectural, mechanical, and fire protection engineering for on-site management and weekly field visits to monitor and record progress of work.

Budget Impact:

The repairs, reconfiguration, and renovation of the Recreation Administration building is an approved project utilizing facility bond funding. Staff proposes that funding not to exceed \$462,000 for this project be drawn from Facilities Authority Bonds for the completion CIP-055: Recreation Administration Upgrades.



October 23, 2012

Mr. David Borkowski, P.E., M. ASCE
City Engineer
Peachtree City
153 Willow Bend Road
Peachtree City, GA 30078

**Subject: Fee Proposal – Construction Administration Services
Recreation Administration Center Re-use Renovations**

Dear Mr. Borkowski:

Pond & Company (Pond) is pleased to provide you with the following task order proposal as requested to provide construction administration services during the renovations the Recreation Administration Center. Pond will provide all labor, materials and tools necessary through internal staff or sub-consultants to complete the services described above for construction Phase 1 and Phase 2 of the project.

PROJECT SCOPE SUMMARY

The following is a recap of the project scope based upon the information we discussed during the 60% design review meeting:

Pond will provide all labor, materials and tools necessary through internal staff or subconsultants to complete the development of each of the following Tasks:

A. Submittal Review Services:

1. Review contractor shop drawings, including up to one re-submittal per shop drawing.
2. Review contractor product data submittals, including up to one re-submittal per submittal.

B. Contractor Requests for Information (RFI's)

1. Review and respond to contractor RFI's by the associated design discipline, including up to one re-response or clarification.

C. On-Site Meetings and Observations

1. It is anticipated that the time period for these services will be four (4) months.

2. Pond will provide a Project Manager / Sr. Architect level representative to attend weekly (up to 16) construction progress meetings at the project site. Written meeting minutes shall be prepared and presented no later than the following weeks meeting.
3. Pond will provide Structural, Mechanical, Electrical and Fire Protection Engineering representatives to attend up to three (3) 4 hour, on-site, field observation visits to record progress of the work.
4. Pond has NOT included services required for independent 3rd party inspections in this proposal.
5. Any additional services associated with customer directed change orders HAVE NOT been included and shall be negotiated separately.

PROFESSIONAL FEES

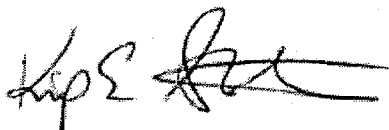
All work will be conducted by Pond & Company staff. The total fee for all the above detailed professional design services shall be **\$52,435.00**. This would be a not to exceed fee that will be invoiced in accordance with the method of payment as outlined in the terms and conditions of the On-Call Architectural Services contract between Peachtree City and Pond. This cost includes providing the expected direct expenses associated with the above tasks including travel to and from the site and to meetings, plan reproduction, as well as other mail and/or courier expenses, as required.

We appreciate the opportunity to provide these services to Peachtree City. Your signature below signifies acceptance of this proposal. Terms and conditions will be in accordance with the On-Call Architectural Services contract between Peachtree City and Pond. We will consider receipt of the executed task order as our authorization to proceed with the work. Please return one signed copy for our files.

If you have any questions please feel free to contact David Woods at 404-748-4852 or myself at 404-748-4822. We look forward to working with you on this project.

Sincerely,

POND & COMPANY



Kip Stokes, PE, LEED AP
Vice President

PEACHTREE CITY

(Printed Name & Title)

(Date)

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members
FROM: City Manager 
DATE: November 30, 2012
SUBJECT: Discuss/Consider Hotel/Motel Tax Rate
December 6, 2012, City Council Meeting

Recommendation:

That Council discuss and provide direction regarding the Hotel/Motel tax rate for Peachtree City. Council Member Fleisch will present her recommendation on this item.

Discussion:

Peachtree City currently imposes a Hotel/Motel tax of six percent that is collected from visitors staying in the local hotels. Two thirds of this amount is disbursed to the Peachtree City Convention & Visitors Bureau (CVB) pursuant to state law for the promotion of tourism, conventions, and trade shows. The CVB, in turn, provides funds to the Peachtree City Airport Authority.

Council Member Fleisch is proposing that the City maximize local economic development efforts to ensure growth for the hotels and the City by taking advantage of recent changes in State Law that allows the City to dedicate a full percent to capital improvements and maintenance of sports and recreation facilities that draw visitors to our community.

Attached are letters of support from the area hotel operators, the Peachtree City Airport Authority, and Shayne Robinson of the Recreation and Special Events Advisory Board and the BMX Association. All support establishing the tax at 8% for economic development in the City, based on the draft agreements (attached) of how the proceeds will be utilized.

Should Council wish to move forward with approving this item on December 6, the City Attorney has reviewed the attached drafts of an ordinance amendment, state legislation, and agreements with the CVB and Airport Authority for the distribution of the funds. State legislation must be enacted before the new rate structure can be implemented.

Budget Impact:

An 8% Hotel/Motel tax with the proposed distribution should have a positive impact on the City's budget and provide dedicated funding for the maintenance of sports and recreation venues that attract tourism and enhance Peachtree City's overall economy. The CVB budget would also have a positive impact, and the Airport Authority would have a slightly reduced but dedicated funding amount for their operations. A breakdown of the proposed changes in funding is also attached.

November 30, 2012

Mayor Haddix and City Council Members:

We the undersigned hotel managers and staff, representing 712 guest rooms, or 85% of the total available hotel rooms in Peachtree City, are in favor of increasing the city occupancy tax from 6% to 8% as presented in the new allocation dated 11/26/12. We believe that our strong relationship with recreation will further blossom, and yield strong results in the coming years, given the additional funds for maintaining our sports/concert venues.

Additionally we plan to use the additional operational funds to hire more sales personnel and further drive more occupancy into Peachtree City. We are excited about moving forward with the tax change and positively impact our community.

Sincerely,

Rick Adlington

Rick Adlington, CHA

General Manager

Hilton Garden Inn

Byron Perryman

Byron Perryman

General Manager

Wyndham Peachtree Conference Center

Kai Wolter

Kai Wolter, CLM

General Manager

Holiday Inn

Joe DeMille

Joe DeMille

Regional Director of Sales & Marketing

Dolce Atlanta-Peachtree.

Yvonne Durant

Yvonne Durant

General Manager

Sleep Inn



**ATLANTA REGIONAL
AIRPORT
FALCON FIELD**

Ms. Vanessa Fleisch
Councilwoman Post 4
414 Taberon
Peachtree City, GA 30269

Dear Councilwoman Fleisch,

On behalf of the Peachtree City Airport Authority (PCAA) and the Atlanta Regional Airport management team, please accept this letter in support of increased funding to improved/expand the recreational facilities of Peachtree City as an economic development tool. As an economic growth engine for the city, the airport takes great pride in working closely with the Convention and Visitors Bureau (CVB) and the city's Parks and Recreation arm to benefit all the citizens of Peachtree City. Increasing funding to these important facilities allows all involved to access better infrastructure and therefore improve opportunities for revenue growth.

Additionally, we at the airport would like to take this opportunity to thank the Council - in advance - for creating a stronger agreement with the airport which provides stability and collaboration that will allow us to move forward seamlessly, to promote more economic growth for the city.

We look forward to working together closely with all impacted parties to reach our overall economic goals for the city.

Respectfully,

Bryan LaBrecque
Aviation Director
Atlanta Regional Airport



EIN 58-1818688
CORPORATION: J302776

Dear Mayor and City Council members,

I feel inspired to write a note of support for the request for increase in the Hotel and Motel tax that was presented at our CVB Board meeting last week. As an active sports association president and past Chairman of the National Bicycle League I know how important these partnerships are to the city.

My 12 years experience in promoting BMX tournaments around the USA and in our local community, I have seen how the successful tournaments are always linked to an equally successful partnership between the hotels, CVB and local sports associations. Those that choose to "go it alone" have pitiful results. It is clear that both the CVB, hotels and our parks and recreation departments have done their homework and with all parties fully committed and financially responsible, this could be a win win for our local business and community. The allocation of these extra funds towards maintenance and promotions of our facilities would put Peachtree City in a class on its own.

I am looking forward to a positive outcome for this so that 2013 can be an outstanding year for all parties, businesses and sports associations concerned.

Yours in riding ,

Shayne V W Robinson.

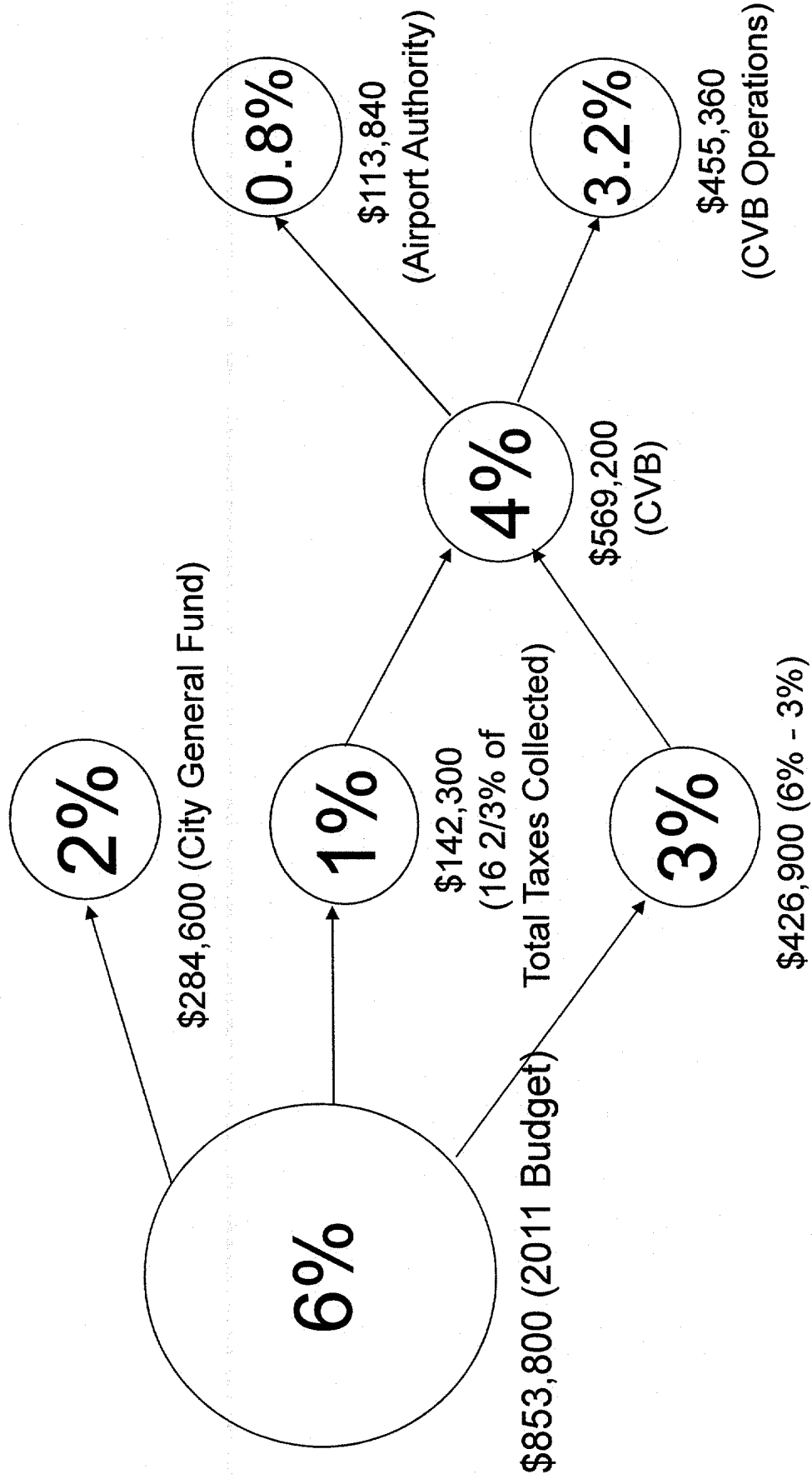
President PTCBMX Parents Association.



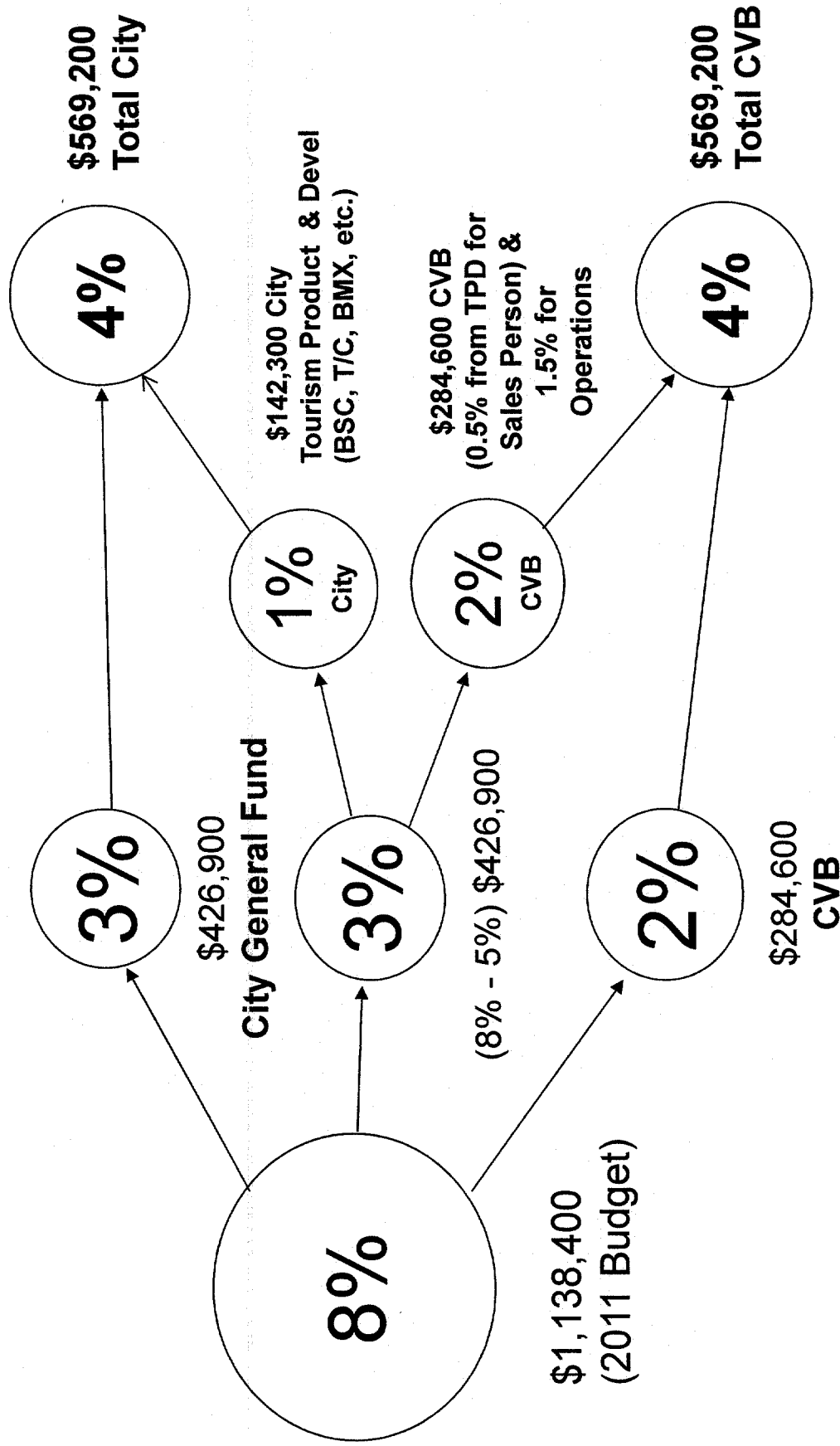
Hotel/Motel Tax Distribution Proposal – 8%

December 6, 2012 City Council Meeting

EXISTING Hotel/Motel Tax Distribution (2011 Budget @ 6%)



NEW Hotel/Motel Tax Distribution (2011 Budget @ 8%)



A BILL TO BE ENTITLED

AN ACT

To authorize the governing authority of the City of Peachtree City to levy an excise tax pursuant to subsection (b) of Code Section 48-13-51 of the O.C.G.A.; to provide procedures, conditions and limitations; to provide for related matters; to repel conflicting laws; and for other purposes.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

SECTION 1.

Pursuant to the authority of subsection (b) of Code Section 48-13-51 of the O.C.G.A., the governing authority of the City of Peachtree City is authorized to levy an excise tax at a rate not to exceed Eight percent (8%) of the charge for the furnishing for value to the public of any room or rooms, lodgings, or accommodations furnished by any person or legal entity licensed by, or required to pay business or occupation taxes to, the municipality for operating a hotel, motel, inn, lodge, tourist camp, tourist cabin, campground, or any other place in which rooms, lodgings, or accommodations are regularly or periodically furnished for value.

SECTION 2.

The enactment of this Act is subsequent to the adoption of Ord. No. _____ of the governing authority of the City of Peachtree City dated _____, 2012, which specifies the subsequent tax rate, identifies the projects or tourism product development purposes, and specifies the allocation of proceeds.

SECTION 3.

In accordance with the terms of Ordinance No. _____:

(1) In each fiscal year during which a tax is collected pursuant to paragraph (2) of subsection (b) of Code Section 48-13-51 of the O.C.G.A., an amount equal to not less than 50 percent of the total amount of taxes collected that exceed the amount of taxes that would be collected at the rate of 5 percent shall be expended for promoting tourism, conventions, and trade shows by the destination marketing organization designated by the City of Peachtree City or by such other

entity already authorized to administer tourism funds pursuant to existing contract as specified in paragraph (2) of subsection (e) of Code Section 48-13-51 of the O.C.G.A.; and

(2) The remaining amount of taxes collected that exceed the amount of taxes that would be collected at the rate of 5 percent which are not otherwise expended under paragraph (1) of this section shall be expended for tourism product development to include, and be limited to, capital costs and operating expenses which relate to visitor information and welcome centers, wayfinding signage, parks and recreation facilities, and performing arts facilities.

SECTION 4.

All laws and parts of laws in conflict with this Act are repealed.

AN ORDINANCE TO LEVY THE HOTEL/MOTEL TAX AT THE RATE OF EIGHT PERCENT (8%); TO REPEAL PRIOR LEVIES; TO AMEND PROVISIONS CONSONANT WITH STATE LAW; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

BE IT ORDAINED by the Mayor and Council of the City of Peachtree City, Georgia, and by the authority thereof that:

Section 1. Section 74-162 of the Code of Ordinances of the City of Peachtree City, as amended, is further amended by deleting the definition of the term "Permanent Resident" set forth therein and inserting a new definition for such term to read and to be codified as follows::

"(8) Permanent resident. Any occupant as of a given date who has or shall have occupied, or has or shall have the right of occupancy, of any guest room in a hotel or motel for at least thirty (30) consecutive days next preceding the given date; provided that state and local government officials and employees traveling on official governmental business shall be considered permanent residents pursuant to O.C.G.A. § 48-13-51 (g) (3)."

Section 2. Section 74-163 of the Code of Ordinances is repealed in its entirety and the following section inserted in lieu thereof:

"Section 74-163. Imposition and rate of tax.

(a) There is hereby levied and imposed an excise tax on any person or legal entity licensed by or required to pay a business or occupation tax to the City of Peachtree City for operating a hotel, motel, inn, lodge, tourist camp, tourist cabin, campground, or any other place in which rooms, lodgings, or accommodations are regularly furnished for value at a tax at the rate of eight percent (8%) of the lodging charges actually collected from the hotel or motel guest and who receives a room, lodging, or accommodation that is subject to the tax. The City's prior levy of a six percent (6%) occupancy tax is hereby repealed as of June 30, 2013; provided that such repeal shall not affect any existing liability for amounts still due and owing by operators and the City retains the rights to full payment of those outstanding obligations along with any applicable interest and penalties.

(b) The proceeds of this tax shall be used and applied in accordance with O.C.G.A. § 48-13-51 (b). Specifically, the allocations of the eight percent (8%) levy shall be as follows: 3% for general City operations; 2% for the purpose of promoting tourism, conventions and trade shows; 2% through a contract with a destination marketing organization for the purpose of promoting tourism, trade shows, and conventions; and 1% for capital projects and operating costs for tourism product development, such amount to be divided through the annual budget and allocated among the City and the Peachtree City Convention & Visitors Bureau, Inc. Sums devoted to promoting tourism, conventions and trade shows shall be administered through the Peachtree City Convention & Visitors Bureau, Inc. pursuant to its contract with the City of Peachtree City

and in accordance with the budget established by Peachtree City Convention & Visitors Bureau and approved by the City in its annual budget process."

Section 3. Section 74-171 of said Code is hereby amended by deleting said section in its entirety and inserting in lieu thereof a new Section 74-171 to read and to be codified as follows:

"Section 74-171. Violations; collections.

(a) Any person responsible for reporting, return or payment of the taxes levied pursuant to this Article shall be subject to punishment as provided in O.C.G.A. § 48-13-58.1 through § 48-13-63. In the event any such person is in violation of any of the provisions of this Article that are not otherwise covered by state law then, upon conviction, such person shall be deemed guilty of an offense and shall be punished in Municipal Court to the extent of that Court's authority."

(b) Such person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provision of this Article is committed, continued, or permitted by that person, and shall be punished accordingly. Any operator or any other person who fails to register as required herein, or to furnish any return required to be made, or who fails or refuses to furnish a supplemental return or other data required by the City, or who renders a false or fraudulent return shall be deemed guilty of an offense and upon conviction thereof shall be punished as aforesaid."

(a) At any time within three (3) years after any tax or any amount of tax required to be collected becomes due and payable, and at any time within three (3) years after the delinquency of any tax or any amount of tax required to be collected under this Article, the City may bring an action in a court of competent jurisdiction to collect the amount delinquent, together with the interest, court fees, filing fees, attorneys' fees and other legal fees incident thereto."

Section 4. This Ordinance is contingent upon adoption of a Local Act by the Georgia General Assembly during its 2013 Legislative Session authorizing imposition of a Hotel/Motel Tax by the City of Peachtree City at the rate of eight percent (8%). In the event that the General Assembly fails to pass such local legislation as required by O.C.G.A. § 48-13-50, et seq., then this Ordinance shall be null and void and the previous tax levied at the rate of six percent (6%) shall continue in operation.

Section 5. Provided the General Assembly enacts the local Act authorizing the City of Peachtree City to levy the tax at the rate of eight percent (8%), then such eight percent (8%) levy shall be effective as of July 1, 2013 and shall continue from year to year thereafter.

Section 13. All taxes imposed by the City of Peachtree City pursuant to the six percent (6%) levy last amended by Ordinance # 849, adopted June 16, 2005, shall remain valid obligations payable to the City. Nothing in this Ordinance shall relieve the operator of any hotel

or motel in this City from complying with the six percent (6%) levy and making return and full payment thereof.

SO ORDAINED this ____ day of _____, 2012.

DON HADDIX, Mayor

BETSY TYLER, City Clerk

Attest

City Council

APPROVED AS TO FORM:

THEODORE P. MEEKER, III
City Attorney

STATE OF GEORGIA
COUNTY OF FAYETTE

**AGREEMENT FOR A CERTAIN PORTION OF THE HOTEL / MOTEL TAX
TO BE EXPENDED TO THE PEACHTREE CITY CONVENTION & VISITORS
BUREAU, INC. FOR THE PURPOSE OF PROMOTING TOURISM,
CONVENTIONS AND TRADE SHOWS**

THIS AGREEMENT entered into this _____ day of _____,
2013 between THE CITY OF PEACHTREE CITY (hereinafter referred to as "City") and
the PEACHTREE CITY CONVENTION & VISITORS BUREAU, INC. (hereinafter
referred to as "CVB").

WITNESSETH:

WHEREAS, the CVB was created by the City in 2003; and

WHEREAS, the CVB is organized pursuant to the Georgia Non-Profit
Corporation Code and has further qualified as a non-profit corporation under Section
501(c)(6) of the United States Internal Revenue Code; and

WHEREAS, the CVB was created to serve the needs and interest of tourism,
including the promotion of tourism, conventions and trade shows within the City as
defined in O.C.G.A. § 48-13-50.2; and,

WHEREAS, the City is willing to dedicate a certain portion of the hotel/motel tax
revenues collected or other City funds as the City may deem necessary or appropriate by
the City for the purpose of promoting tourism, conventions, and trade shows as defined in
O.C.G.A. § 48-13-50.2.

NOW, THEREFORE, in consideration of the mutual covenants provided herein,
the City and the CVB agree to enter into this Agreement to provide a steady stream of
income for the CVB to promote tourism, conventions and trade shows as defined in
O.C.G.A. § 48-13-50.2, which, in turn, benefit all citizens of the City by improving the
local tax base as follows:

- (1) The City shall dedicate and expend a portion of the hotel/motel tax
revenues to the CVB based upon percentages of the tax revenue
collected pursuant to the provisions of O.C.G.A. § 48-13-51(b),
which amount shall not be less than fifty percent (50%) of the total
hotel/motel tax revenues received by the City, which amount shall
be forwarded to the CVB by the City on a monthly basis.

- (2) The CVB shall utilize the funds it receives from the City's hotel/motel tax revenues to promote tourism, conventions and trade shows, as defined in O.C.G.A. § 48-13-50.2, and for the benefit of the citizens of the City, in accordance with the annual budget which is adopted by the CVB and approved by the City Council of Peachtree City.
- (3) This Agreement shall continue and shall be in force from the effective date of this Agreement through and including December 31, 2013. Thereafter, this agreement shall renew automatically for a one year term beginning January 1 and expiring on December 31 of each year thereafter unless a party hereto shall give written notice to the other party of non-renewal at least one hundred twenty (120) days prior to the renewal date.
- (4) If this Agreement is deemed to be for the acquisition of any supplies, materials, equipment or other personal property, then title to such supplies, materials, equipment or other personal property shall remain in the CVB until fully paid for by the City.
- (5) Both the City and the CVB have agreed, through their respective representatives to enter into this Agreement and have given the Mayor and Chairman of the CVB the power to sign on behalf of each.
- (6) This Agreement shall become effective only upon the passage of local legislation by the Georgia General Assembly during the 2013 Legislative Session which causes the hotel/motel tax rate to increase from six percent (6%) to eight percent (8%). Should such legislation not pass, then this agreement shall be null and void and all existing agreements shall remain in full force and effect. Should such legislation pass, then this Agreement shall supersede the existing agreement which provides for the allocation of hotel/motel tax funds to be paid by the City to the CVB.

This Agreement entered into as of the date first above-written.

CITY OF PEACHTREE CITY

PEACHTREE CITY CONVENTION &
VISITORS BUREAU, INC.

BY: _____
Don Haddix, Mayor

BY: _____
Chairman
Peachtree City Tourism
Convention & Visitors Bureau, Inc.

ATTEST:

Betsy Tyler, City Clerk

STATE OF GEORGIA
COUNTY OF FAYETTE

**AGREEMENT FOR APPROPRIATION OF THE HOTEL/MOTEL TAX
TO BE EXPENDED BY THE CITY OF PEACHTREE CITY FOR
THE PURPOSE OF PROMOTING TOURISM**

THIS AGREEMENT entered into this _____ day of _____, 2013 between the PEACHTREE CITY TOURISM CONVENTION & VISITORS BUREAU, INC. (hereinafter referred to as "CVB") and THE CITY OF PEACHTREE CITY (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, the CVB was created by the City in 2003; and

WHEREAS, the CVB is organized pursuant to the Georgia Non-Profit Corporation Code and has qualified as a non-profit corporation under Section 501(c)(6) of the United States Internal Revenue Code; and

WHEREAS, the City has dedicated a certain portion of the hotel/motel tax revenues collected by the City to the CVB for the purpose of promoting tourism, conventions, and trade shows as defined in O.C.G.A. § 48-13-50.2, and,

WHEREAS, the CVB, in recognition of the role the City plays in promoting tourism, wishes to provide a certain portion of the hotel/motel tax revenues received from the City or other CVB funds as the CVB may deem necessary or appropriate to the City;

NOW, THEREFORE, in consideration of the mutual covenants provided herein, the CVB and the City agree to enter into this Agreement to provide revenue for the City to promote tourism as defined in O.C.G.A. § 48-13-50.2, which, in turn, fulfills the CVB's purpose in promoting tourism, conventions and trade shows and benefits all citizens of the City by improving the local tax base as follows:

- (1) The City agrees to continue to operate and sponsor certain tourism-related events such as the 4th of July Parade and Fireworks Show and other functions designed to promote tourism, conventions and trade shows in the community.
- (2) The CVBs shall dedicate and expend a portion of the hotel/motel tax revenues received by the CVB from the City pursuant to the provisions of O.C.G.A. § 48-13-51-(b) to the City distributed in either monthly installments, by check or electronic transfer, or as may be deemed appropriate by the parties. The amount paid by the CVB to the City shall be as established annually in the budget of the CVB. The CVB may

increase or reduce the amount approved in the CVB's budget depending on revenues and expenses of the CVB during the budget year.

- (3) The City shall utilize the funds it receives from the CVB to promote, attract, stimulate and develop tourism as defined in O.C.G.A. § 48-13-50.2.
- (4) This Agreement shall continue and all be in force from the effective date of this Agreement through and including December 31, 2013. Thereafter, this agreement shall renew automatically for a one year term beginning January 1 and expiring December 31 of each year thereafter unless a party thereto shall give written notice to the other party of non-renewal at least one hundred and twenty (120) days prior to the renewal date.
- (5) This amount paid by the CVB to the City under the terms of this Agreement shall be in addition to any amounts payable from the CVB to the City under the terms of that Lease Agreement dated January 4, 2004, as amended.
- (6) This Agreement shall become effective only upon the passage of local legislation by the Georgia General Assembly during the 2013 Legislative Session which causes the hotel/motel tax rate to increase from six percent (6%) to eight percent (8%). Should such legislation not pass, then this agreement shall be null and void and all existing agreements shall remain in full force and effect. Should such legislation pass, then this Agreement shall supersede the existing agreement which provides for the allocation of hotel/motel tax funds to be paid by the CVB to the City.
- (7) Both the CVB and the City have agreed, through their respective representatives to enter into this Agreement and have given the Chairman of the CVB and the Mayor of the City the power to sign on behalf of each.

[SIGNATURES ON NEXT PAGE]

This Agreement entered into as of the date first above-written.

CITY OF PEACHTREE CITY

PEACHTREE CITY CONVENTION &
VISITORS BUREAU, INC.

BY: _____
Don Haddix, Mayor

BY: _____
Chairman
Peachtree City Tourism
Convention & Visitors Bureau, Inc.

ATTEST:

Betsy Tyler, City Clerk

STATE OF GEORGIA
COUNTY OF FAYETTE

AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2012 between THE CITY OF PEACHTREE CITY (hereinafter referred to as "City") and the PEACHTREE CITY AIRPORT AUTHORITY, a political subdivision of the State of Georgia, hereinafter referred to as "PCAA".

WITNESSETH:

WHEREAS, PCAA is a political subdivision of the State of Georgia, created by the Georgia General Assembly and authorized to take certain actions with respect to the acquisition, construction, equipping, maintenance, improving, and operation of a public airport and landing fields for the use of aircraft and related buildings and the usual and convenient facilities appertaining to such undertakings and extensions and improvements of such facilities, acquiring the necessary property, both real and personal, and the lease and sale of any part or all such facilities, including real and personal property, so as to assure the efficient and proper development, maintenance, and operation of such airports and landing fields for the use of aircraft deemed by the authority to be necessary, convenient, or desirable; and

WHEREAS, PCAA provides economic development to the City of Peachtree City and Fayette County through the operation of the Atlanta Regional Airport, thereby promoting the development of commerce, industry and trade within the City and Fayette County; and

WHEREAS, PCAA wishes to further enhance the services it provides; and

WHEREAS, the City desires to provide economic support to the PCAA in connection with its operation of the Atlanta Regional Airport, thereby assisting PCAA in its efforts to provide economic development and in the operation of the airport.

NOW, THEREFORE, in consideration of the mutual covenants provided herein, the City and PCAA agree to enter into this Agreement to provide revenue to support the operations of PCAA and Falcon Field, which, in turn, benefits all citizens of the City.

(1) The City shall dedicate, expend and pay to PCAA the sum of \$8,500.00 per month, subject to a ten (10) year step-down of this allocation to be provided as follows:

The financial allocation from the City will be reduced by 50% over the 10 year contract period. Reduction amounts and schedule of reductions are outlined in the table provided in Appendix I of this Agreement:

10-yr Backstop

In order to continue as a going concern, it is essential that the PCAA receive a minimum of \$100,000 "operating income" per year. In the event that the PCAA's earnings fall below the amount of \$100,000.00, the payments by the City shall be increased or remain at \$8,500.00 per month regardless of the payment schedule outlined above, so as to make up any deficiency in such earnings by the PCAA. As used herein the term "earnings of the PCAA" shall mean Operating Income before amortization and depreciation as shown on the Statements of Revenues, Expenses and Changes in Net Assets on the PCAA annual audited financial statements.

In no event, however, shall the payments from the City exceed \$8,500.00 per month under this Agreement. Computation and disbursement of the "Backstop" amount will be established as an annual computation determined in the month following the City's receipt of the PCAA's annual audited financial statements. Examples of the allocation are provided in Appendix II of this Agreement.

- (2) PCAA shall utilize the funds it receives from the City pursuant to this Agreement for all purposes provided by law.
- (3) This Agreement shall continue and shall be in force from the effective date of this Agreement for a period of ten (10) years, or until _____, 2022.
- (4) Both the City and PCAA have agreed, through their respective representatives to enter into this Agreement and have given the Mayor and Executive Director of PCAA the power to sign on behalf of each.
- (5) This Agreement shall be separate and not in any way dependent upon any other agreements, leases, or contracts between the City and PCAA.
- (7) Whenever notice is required under the terms of this Lease, such notice shall be deemed given three (3) days from the mailing of said notice via U.S. Certified or Registered Mail, Return Receipt Requested, unless sooner received, addressed to the following:

If to City:
City of Peachtree City
c/o City Manager
151 Willowbend Road
Peachtree City, Georgia 30269

If to PCAA:

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:

City of Peachtree City

By: _____

Title: _____

Date: _____

PCAA:

Peachtree City Airport Authority

By: _____

Title: _____

Date: _____

APPENDIX I

Allocation Reduction Schedule

Year	Allocation Reduction	Accumulated Reduction	Monthly Allocation
1	0%	0%	\$8,500
2	0%	0%	\$8,500
3	0%	0%	\$8,500
4	10%	10%	\$7,650
5	0%	10%	\$7,650
6	10%	20%	\$6,800
7	0%	20%	\$6,800
8	10%	30%	\$5,950
9	10%	40%	\$5,100
10	10%	50%	\$4,250

APPENDIX II

Sample Allocation Computations

Example 1: Year 6

1. ARA "earnings" w/o allocation: \$14,000
2. Baseline allocation: \$102,000 (12 x \$8,500)
3. Year 6 reduced allocation ($\$102,000 \times 80\%$) : \$81,600
4. Total Earnings with allocation included ($\$14,000 + \$81,600$): \$95,600

This is less than the \$100,000 minimum necessary, therefore Backstop is initiated. An additional \$4,400 of allocation would be needed, resulting in a total amount of allocation for Yr 6 of \$86,000 ($\$81,600 + \$4,400$) versus original \$102,000.

Example 2: Year 9

1. ARA "earnings" w/o allocation: \$40,000
2. Baseline allocation: \$102,000 (12 x \$8,500)
3. Year 9 reduced allocation ($\$102,000 \times 60\%$) : \$61,200
4. Total Earnings with allocation included ($\$40,000 + \$61,200$): \$101,200

This is more than the \$100,000 minimum necessary, therefore Backstop is NOT initiated. No further action needed.

Example 3: Year 4

1. ARA "earnings" w/o allocation: -\$25,000
2. Baseline allocation: \$102,000 (12 x \$8,500)
3. Year 4 reduced allocation ($\$102,000 \times 90\%$) : \$91,800
4. Total Earnings with allocation included ($-\$25,000 + \$91,800$): \$66,800

The result is less than the \$100,000 minimum necessary, therefore Backstop is initiated. However, the backstop is limited to the original \$102,000 ($\$8,500 \times 12$), therefore the resulting backstop will amount to \$10,200 ($\$102,000 - \$91,800$).

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council
VIA: City Manager 
FROM: Financial Services Director *P.S.*
DATE: November 29, 2012
SUBJECT: Consider Intergovernmental Agreement to back WASA Bonds
December 6, 2012 City Council Meeting

Recommendation:

Consider approval of preliminary form of agreement, which would approve backing the upcoming WASA Bond refinance transactions with the full faith and credit of the city.

Discussion:

The Peachtree City Water and Sewerage Authority (WASA) is currently in the process of refinancing their outstanding 2002 and 2005 bond issues. In order for WASA rate-payers to gain maximum benefit from the refinancing transactions, it is necessary that the city back the bonds with its full faith and credit and taxing authority, as has been done on the prior WASA issues. In addition to realizing a present value savings of approximately \$150K per year on the debt service payments for the two outstanding bonds, WASA would also benefit from not being required to maintain debt service reserve funds for each of the bonds. This would be a very significant advantage since the reserve requirement on the 2002 bonds would be approximately \$1,150,000, and \$1,800,000 on the 2005 bonds, without the city's backing.

The final form of this agreement will be brought back for approval by the Council following the bond sale in January.

Budgetary Impact:

N/A

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members
FROM: City Manager 
DATE: November 30, 2012
SUBJECT: Discuss/Consider Ordinance Amendment – Reporting of Claims against Elected/Appointed Officials
December 6, 2012, City Council Meeting

Recommendation:

That Council discuss and provide direction regarding the attached ordinance amendment. Council Member Learnard will present her recommendation on this item.

Discussion:

The proposed amendment to the Finance Ordinance requires that notice be provided to the City Council and City Manager prior to any third-party payment in claims against the City or its elected or appointed officials. Further, amendment requires any claim by an elected or appointed official against the City or the City's insurer be first submitted to Council for consideration, and that any notification to the insurer include the decision of Council upon the matter. The ordinance would not impact expenditures approved by the City Manager in the investigation of a claim to provide Council with an assessment of the City's liability.

The City Attorney has reviewed the proposed amendment, should Council decide to move forward with the amendment at the December 6 meeting.

Budget Impact:

This item should have no budgetary impact.

AN ORDINANCE AMEND DIVISION 1, ARTICLE II, OF CHAPTER 34 OF THE PEACHTREE CITY CODE OF ORDINANCES SO AS TO PROVIDE FOR THE PROCEDURE FOR REPORTING CLAIMS AGAINST ELECTED OR APPOINTED OFFICIALS; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEACHTREE CITY, and it is hereby ordained by authority of same:

Section 1. That Chapter 34, Finance, Article II, Fiscal Control, Division 1, Generally, of the Peachtree City Code of Ordinances, as amended, is hereby further amended by adding a new Section 34-39 to read and to be codified as follows:

Sec. 34-39. Reporting of Claims against elected or appointed officials.

- (a) No claim against an elected or appointed official of the City shall be submitted to any third party for payment or for such claim to be handled without notice of such claim having been first presented to the City Council and City Manager.
- (b) Any claim by an elected or appointed official against the City or the City's insurer or risk management agency shall be first submitted to the City Council for consideration. If such claim is denied by the City Council, the claim may be submitted to such third party with copy of such notice being provided to the City Council and City Manager.
- (c) With respect to any claim referenced in paragraphs (a) and (b) above, no expenditure of city funds shall be made in connection with such claim until notice of such payment, or request for payment, is first provided to the City Council or City Manager; provided, however, that this paragraph (c) shall not apply to the expenditure of city funds approved by the City Manager in connection with the investigation of the claim so as to provide the City Council with an assessment of potential City liability with respect to such claim.

Section 2. All ordinances or parts of ordinances in conflict with this ordinance are, to the extent of such conflict, hereby repealed.

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

clause and phrase thereof, irrespective of the fact that any one or more subsections, sentences, clauses or phrases may be declared invalid.

Section 4. This ordinance shall be in full force and effect upon its adoption.

Done, Ratified, and passed this ____ day of December 2012.

Mayor

City Clerk

Attest

City Council