

**City Council of Peachtree City
Agenda
October 18, 2018
6:30 p.m.**

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Announcements, Awards, Special Recognition**
Informational Presentation – PTC-Fayette Pickleball Club
- IV. Public Comment**
- V. Agenda Changes**
- VI. Minutes**
October 4, 2018, Regular Meeting Minutes
- VII. Quarterly Reports – 3rd Quarter 2018**
- VIII. Consent Agenda**
 - 1. Consider Revisions to Development Agreement – Everton**
- IX. Old Agenda Items**
- X. New Agenda Items**
 - 10-18-07 Consider Ordinance Amendments – Council Meetings & Public Hearing Procedures**
(Betsy Tyler)
 - 10-18-08 Presentation – Highway 74 North Gateway Coalition Corridor Plan**
(Jon Rorie/Richard Fangmann, Pond & Company)
- XI. Council/Staff Topics**
Discuss Economic Redevelopment Initiatives *(Jon Rorie)*
- XII. Executive Session**
- XIII. Adjourn**

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

City Council of Peachtree City
Meeting Minutes
October 4, 2018
6:30 p.m.

The Mayor and Council of Peachtree City met in regular session on Thursday, October 4, 2018. Mayor Vanessa Fleisch called the meeting to order at 6:30 p.m. Others attending: Terry Ernst, Mike King, Kevin Madden, and Phil Prebor.

Announcements, Awards, Special Recognition

The Mayor recognized Sgt. Leland Crider and Lt. Kay Crider for 15 years of service with the Police Department.

Minutes

September 6, 2018, Regular Meeting Minutes

King moved to accept the September 6, 2018, regular meeting minutes as written. Ernst seconded. Motion carried unanimously.

Consent Agenda

- 1. Consider Acceptance of Complete Annexation Application from Jerry Peterson/Bradshaw Family, LLP, SR 54 East**
- 2. Consider Somerby Woods Park Management Agreement with Southern Conservation Trust, Inc. (SCT)**
- 3. Consider Agreement with Fayette County for 2018 Special Election (Brunch Bill Referendum)**
- 4. Consider Contracts for Disaster/Storm Debris Monitoring & Removal**
- 5. Consider Qualifying Location Permit – The Avenue**
- 6. Consider Resolution of Lorrie Johnson Claim**
- 7. Consider Budget Amendments – FY 2018 & FY 2019**

Ernst moved to approve Consent Agenda items 1-7. Prebor seconded. Motion carried unanimously.

New Agenda Items

- 10-18-01 Public Hearing – Consider Step 2 Annexation and Zoning Request, SR 54 East, Brent Holdings, LLC/Ravin Homes, Inc.**

Fleisch recused herself from this proceeding due to a working relationship with the applicant, turning the public hearing over to Mayor Pro Tem Ernst. Ernst noted that this was only a public hearing, and Council would not vote on the annexation that evening due to pending arbitration.

Senior Planner Robin Cailloux explained that the Planning Commission held a public hearing on August 27, and then the County Commission voted to object to the annexation. Their objection was delivered on August 30, within the 30-day time limit, and the application was now in active arbitration with the Georgia Department of Community Affairs (DCA). Right now, they were progressing towards establishing the arbitration panel. Council decided to go ahead with this public hearing because it had been advertised, but Cailloux pointed out that another public hearing would be required when the arbitration was finalized.

Cailloux continued that the annexation method being used required the signatures of the owners of 60% or more of the land area and that the land must be contiguous to the City limits. The state also required 60% of the registered voters in the area to sign an annexation petition, but there were no registered voters residing on this property, verified by the County Board of Elections.

Most of the property was currently developed and zoned Community Commercial or Highway Commercial. The 50 acres in the rear was currently zoned by the County for single-family residential with one-acre lots. As part of the annexation request, the applicant was asking that the rear part of the property be zoned Limited Use Residential (LUR) for 93 single-family lots. Instead of one-acre lots, the property would have 1.9 units per acre under the LUR zoning. She said all the commercial property would be rezoned into the City's General Commercial (GC) category.

Cailloux said the County's future land use called for the east side of SR 54 to remain commercial, while the west side would be office, although it was currently zoned commercial, and that the rear would be single-family residential. The applicant presented a redevelopment plan as part of the annexation application, with 93 lots on 49.254 acres, creating a density of 1.9 dwelling units per acre. About 48% of the land would remain open space, due to the need to protect a tributary of Camp Creek that ran through the property.

Cailloux showed a list of the conditions staff had recommended, but noted that these were subject to change since the annexation was in arbitration.

Richard Ferry, representing the applicants, showed Council a diagram depicting the existing City limits and said the annexation would begin to bring the elements of an east village together. On the south and west sides of SR 54 were townhomes, single-family residential, commercial development, and a school, which, he noted, were elements of what could be an east village. Moving the City limits to the east, as they were proposing, would bring in a grocery store, a department store, several commercial buildings, offices, and a few vacant tracts, including one they were proposing for residential development. Bringing these areas into the City would give Peachtree City the ability to govern how they developed and redeveloped, using the City's sign ordinance, landscape standards, and building codes applying. Ferry remarked this could create an entry into the City equivalent to other entrances.

If approved, Ferry remarked, there would be 93 single-family lots, creating a density of 1.9 units per acre. About 48% of the property would be open space, with a goal of protecting the headwaters of Camp Creek. He said the design was in conformance with the City's Master Plan that called for a step down in density moving toward the borders of the City. Commercial development in Governor's Square was less intense than the area along the highway with the grocery store and the department store, while there was a more intense residential development across SR 54.

Ferry said noted they had met with City staff and, based on their recommendations, they added a few elements, including a 50-foot buffer on all sides of the residential development. Two lots would be deeded to the City for a fire station. They also would provide connections to adjacent tracts and an easement along the border to allow golf cart access.

Ferry told Council the Water and Sewerage Authority (WASA) had issued a report saying Pump Station 8 at Shiloh Mobile Home Park had more than enough capacity to handle the development proposed.

Ferry said annexation seemed to be the best option. He noted that Cailloux asked them to put together a pattern book that showed the proposed architecture of homes in the development. He displayed photos of houses to give Council an idea of the types of facades they were considering. The idea was to create a level of quality that he pledged they would make sure to meet.

Ferry concluded by saying again that this annexation was an element in creating what could be a vibrant east village.

Ernst opened the public hearing. No one spoke in favor of the annexation proposal, and Ernst asked if anyone wished to speak against it. Steve Kiser introduced himself as an attorney and business owner, and said he had owned Lot 10 on Governor's Square for about 35 years. This was the first he had heard of this project was a notice about three weeks ago inviting him to a hearing, which, when he arrived, he found had been canceled. Kiser said 60% of all owners were required to be in favor of this, but he found that hard to believe, since he had not been notified. He was not in favor since he knew nothing about the project and believed other owners were in the same situation. Kiser felt the applicants had not followed procedures. No one else wished to speak, and Ernst closed the hearing.

City Attorney Ted Meeker said no action would be taken, and there would be no Council discussion.

10-18-02 Public Hearing – Consider Change of Conditions for LUR-15 Zoning to Allow Townhomes as Permitted Uses, Pulte Homes/Everton

Cailloux said this property was in the Everton development off MacDuff Parkway. It was zoned LUR-15. When the property was originally rezoned in 2007, it had a master plan with a long list of conditions. Cailloux showed a master plan, which had about six acres designated for commercial use along an east-west line through the development. In the years since the land was first rezoned, the market had changed, and now the developers felt smaller scale retail would not be viable. They were asking to replace the commercial area with 42 townhomes.

Cailloux said the street network would remain almost identical. Staff had reviewed the rezoning request per state requirements and determined that the impact on the transportation networks would be lower for the townhomes than for commercial, while the impact on the school system would be greater.

Cailloux reported there was a list of conditions in the proposal that the Planning Commission reviewed and approved, and that these conditions came from the master plan, putting into words what the master plan showed. Among the conditions were the maximum number of units, sidewalks as shown, alleys built to handle emergency vehicles, along with conformance to architectural and landscaping standards as per the City's current development ordinance.

The applicant, Dan Fields of Fieldstone Realty Partners, represented Pulte Homes, said he would not repeat what staff had reported. Fields mentioned the City's "Plan to Stay" slogan and said he recently read an explanation that mentioned the variety of housing types in the City. Conversations with real estate agents, however, had shown him that townhomes were a missing element in the City. When Centennial was developed, it included two successful townhome developments that attracted both empty nesters and young professionals. The "Plan to Stay" article he read had a quote about "lock and leave," a concept that Fields said meant residents had the freedom to leave home and travel without having to worry about maintaining a single-family home and yard. He noted that they felt the townhomes would be much more viable than retail, given the amount of retail constructed since this plan was approved in 2007.

Fleisch opened the public hearing.

Dave Moulton introduced himself as the first resident of Everton and said he had no opinion on the proposed change, but did have some questions from the residents. He noted that when they moved to Everton, they were shown a master plan with amenities and retail space, and only

single-family homes. Everton had not entirely gone according to plan, as he had lived several months without access to cable service. In February, they were told that the amenities would be built first as Phase 8 construction started, since they had only one small pool for the entire neighborhood. Their concern was that adding 42 more residences would put a strain on the amenities since they were planned to serve fewer households.

Fields told him they would look at the amenities and see if they needed to be resized to accommodate the 42 townhomes. The amenity site would remain where it was planned, in a central location. Moulton responded that he had no objection to the site, but wished they had come online as soon as promised. Capacity was his concern. As far as retail, he said they could drive to Kedron or Walmart on their golf carts, but he felt the right businesses would be used by residents and keep them from having to cross the highway. He acknowledged he was not familiar with any studies that might show business capacity in Peachtree City.

Mel Levine of Cresswind told Council putting 40 more townhomes in an area already overburdened with traffic, without any improvements to MacDuff, made no sense to him. He projected that it would take half an hour to get from Cresswind to Home Depot on SR 54. He called southbound MacDuff a "nightmare" and estimated that traffic had increased four-fold in the last three months. Changing the original plan to add townhomes would put extra burden on MacDuff. He also complained about potholes on MacDuff and said they would worsen with more traffic.

Morgan Holman of Smokerise Trace said that the addition of townhomes felt inconsistent with the community concept. It made sense for the developer, but Council should consider what was best for the community. It was not right to force residents of that area to have to cross SR 74 at all times of night, for instance, to satisfy a pregnancy craving. He asked why there could not be commercial space to serve the community.

Chet Vicino of Everton asked Council to consider that this was a residential corridor and commercial traffic would increase traffic. He also noted that there were many vacancies in local strip malls and asked if additional commercial space really was needed.

There were no further comments, and Fleisch closed the public hearing.

Fleisch asked Cailloux about the current commercial vacancy rates in the City. Cailloux said she first wanted to clarify that the applicants were seeking to remove the commercial use and replace it with townhomes. Transportation and traffic planners had found that commercial development had a greater impact on traffic than residential. The impact on MacDuff would decrease compared to what it would be if commercial development occurred. Fleisch noted that the commercial vacancy rate was low now.

City Manager Jon Rorie pointed out that part of the City's Land Use Plan was to balance commercial and residential space. A factor to consider was the impact of online sales, and Rorie asked them to think about what would happen if Kmart in Braelinn Village Shopping Center closed. Bed, Bath & Beyond, with a location in Kedron, was another store that should be watched. Rorie said these were considerations, in addition to traffic concerns.

Rorie explained that the condition of MacDuff was by design. The City decided not to repave the road until the big trucks had finished going in and out of Everton and Cresswind during grading. Public Works Superintendent Scott Hicks said resurfacing would start in about two weeks. He said it was all about trying to balance out the City and community as a whole.

Fleisch asked how the motion should be made, and Meeker said the ordinance included the specific language. Rorie said the development agreement needed to be revised to incorporate the changes, and the motion should reflect that.

King moved to approve New Agenda item 10-18-02, change of conditions for LUR-15 zoning to allow townhomes as permitted uses in Everton, with the revisions as stated in a new development agreement. Prebor seconded. Motion carried unanimously.

10-18-03 Public Hearing – Consider Change in Conditions of LUC-11 Zoning to Permit Office Uses, 100 Kedron Drive

Cailloux described this property as a bank site that had been vacant for a while. It was next door to the school on Kedron Drive and currently was zoned Limited Use Commercial (LUC-11), which was adopted in 1992 and allowed only a bank and banking uses. The owner was requesting that office uses be permitted. Cailloux provided the existing language and proposed changes.

Fleisch opened the public hearing. The applicant, Jeremy Williams of Timber Products Inspections, said the firm was looking to move its headquarters from Conyers, where it also had labs, to Peachtree City. The labs would remain in Conyers.

Fleisch asked about the number of employees, saying she was concerned about traffic conflicts with Kedron Elementary. Williams responded that there would be about 20 workers, with hours of 8 a.m. to 5 p.m., so they might hit the school's morning traffic, but would be leaving after the afternoon rush.

No one else spoke in favor or against the proposal. Fleisch closed the public hearing.

Prebor commented that the office would have less traffic than a bank.

Ernst remarked that he agreed with Prebor and noted that this building had been sitting empty for a while. He said he did not foresee another bank locating there, so this was a good move.

This headquarters was the type of business the City wanted to attract, King noted.

Prebor moved to approve New Agenda item 10-18-03. Madden seconded. Motion carried unanimously.

10-18-04 Consider Redevelopment Options – Southern Gateway Entry/Meade Fields

Rorie said he would be talking about several issues relating to the southern entry to the City. He began with the City's Mission Statement, noting that the City's primary responsibility was to its residents. The City needed to look ahead at the next 50 years, and that involved scrutinizing many different parts. He noted that Peachtree City had 35,000 residents, each with their own idea of what constituted a high quality of service.

The City's budget policy stated that "a baseline should be set and serve as an agreed upon point of departure for subsequent budget discussions." It went on to add, new or expanded services required an identified funding source, and "such ongoing funding sources must either be new or increased revenues or clearly identified expense reductions." He said must identify a new funding source or reduce costs to cover expenses. A balanced budget process was required.

Rorie gave an analogy about how it cost seven cents to make a U.S. nickel, asking what point it became unfeasible to keep doing things the same way. In the manufacturing of nickels, weight, color, and hardness were all factors. Chemical properties were at play because vending

machines relied on them to recognize coins. The government needed to find out how to make a cheaper nickel.

He reflected that Peachtree City was a planned community nearing its 60th birthday. A lot had changed in that time, including the recreational needs and goals. Rorie listed all the amenities at the City's 32 recreational facilities, including 35 tennis courts and 22 playground/tot lots, which was interesting in an aging community. There were 18 concession stands and 16 restrooms that had to be cleaned. The 2017 Special Purpose Local Option Sales Tax (SPLOST) would add another restroom at the Line Creek Nature Area for \$150,000. As Drake Field developed as a passive park, they were asked if there would be a restroom. Right now, none was planned, but if it were built, it would cost \$150,000, plus ongoing costs of upkeep.

Finally, Rorie noted the 274 trashcans in the parks and 65 on the cart paths. The City contracted with Keep Peachtree City Beautiful to empty the cans on the path system. He emptied 12 trashcans in the parks one Sunday, and it took him two hours to drive between them and empty them. Rorie noted that it took 14 minutes to drive the eight miles from Kedron to Holly Grove Road. The mileage and labor costs quickly added up when paying someone to do that for all the City park trashcans.

The issue was where would the City go in the next 50 years, rather than what had been done in the past. Since Rorie came to work in 2011, there had been an ongoing discussion of recreation consolidation and capital improvements. The mantra had become, "a little well done was better than a lot just done." There was always a trade-off when making these management decisions, he noted.

Rorie said he was measuring the use of the City's 35 tennis courts, which required resurfacing every four to five years at a cost of about \$7,000 a pair, asking if that was worth it for courts not being used. The City had removed two pools since he had been employed -- there were 1,600 pools in Peachtree City, so all the City-owned pools were not needed. Cameras were being installed at the tennis courts to monitor use. He showed a photo of private tennis lessons being taught on a public court and said this was a common practice. Cameras were also installed at the tot lots and already showed that at least two were seldom visited.

The City was operating under a recreation plan from 2007, which pointed out supposed deficiencies in the City's recreation amenities. The plan showed the City was deficient in four badminton courts and four deficiencies in tot lots. The plan also said the City needed four indoor volleyball courts and five outdoor courts. He said he supposed he could play volleyball or badminton on a tennis court.

The recommendations were based on National Recreation and Park Association (NRPA) standards that no longer existed, Rorie noted. The master plan showed that residents of Peachtree City should be the first priority, with residents of Fayette County as the second priority. The third priority would be employees of Peachtree City businesses participating in corporate or team events, and the fourth priority would be out-of-county individuals.

The plan also said the City should introduce a three-tiered fee structure (Peachtree City, Fayette County, and out-of-county) to ensure that individuals were paying commensurate to their tax participation. Rorie said that was done in May 2012.

Another objective was to assess the adequacy of existing maintenance staff resources to effectively maintain existing and future sites and facilities. Maintenance fell behind during the

recession in 2008-11. The plan also projected that the population would increase to 35,700 by 2008, but that number had yet to be reached.

Rorie read a passage that said funding for recreation would remain proportionally the same as in previous years, with increased financial support from higher user fees and grants/sponsorships. More of the cost would be passed to the user and less to the General Fund. That was the purpose of the three-tier system, he noted, adding that the plan also said user fees would continue to increase to provide funds for maintenance and play. Rorie said that 1.5% of the 8% hotel/motel tax was used for Tourism Product Development (TPD) to maintain these facilities.

The main point of this presentation, Rorie went on, was to decide how to provide maintenance of these parks in a fiscally responsible manner. There were just too many facilities, and consolidation might be the answer.

Rorie said they had looked at the Peachtree City Athletic Complex (PAC), Meade Field, the Braelinn Recreation Complex, the Riley Field Complex, and the Glenloch Recreation Facility. Tonight, he would focus on Meade, the PAC, and Braelinn.

Three years ago, a tot lot was added at the PAC as part of the plan to concentrate the tot lots at recreation facilities, not keep them scattered throughout the City.

Rorie stated that Meade Field had been a sore spot for him during his entire tenure in Peachtree City because it was adjacent to the mulch yard, which he referred to as a "million dollar dump" at the southern gateway to the City. Meade Field was 65 acres of poorly designed park space in the same area, with seven softball fields and two lacrosse/multi-purpose fields.

One of the main needs was lighting upgrades. Rorie had asked Recreation and Special Events Director Quinn Bledsoe to contact Georgia Power about switching from metal halides to LED, but Georgia Power said they could do nothing without the poles being replaced. He asked Council to keep the poor location and design in mind, along with the need to replace the lighting, which would cost around \$100,000. Rorie restated his goal – to consolidate the park services, thereby streamlining the maintenance requirements.

Rorie pointed out that Meade Field was built on swampland, and the gravel parking lot was not handicap-accessible.

Rorie showed that about 35% of the adult softball players at Meade were not Fayette residents and said the master plan recommended that no more than that percentage be from outside the County. There were 500 lacrosse players in 2018, with 42% from the City, 34% from the County, and 24% from outside the County. He wondered if Fayette County provided lacrosse and said he knew Tyrone did not supply adult softball, only youth softball.

The City Manager then displayed a list of how money was spent on maintenance at the PAC and Meade Fields, including items such as sod and power. The total for Meade was more than \$140,000 a year. Rorie then asked what if he was able to move the amenities of these fields to another location and not spend this money chasing trashcans and grass at Meade or upgrading the lights. Consolidating these facilities would provide efficiency in staff and labor.

He said they should add metal halide lights at the PAC soccer fields, but, after taking into account the savings in energy and maintenance, the break-even point would be between 29 and 44 years. The break-even point for switching the lights at the baseball fields would be about 25 years. Rorie remarked that this was not a good return on the investment.

The Sports Tourism Facility hosted tournaments and used TPD funds. This was a different way to pay for maintenance and upkeep, Rorie noted. In all, the PAC had 10 baseball diamonds and six multi-purpose fields on 88 acres. Rorie pointed to an undeveloped 35 acres at the PAC, earmarked for the addition of parking that would add about 250 spaces. He showed practice fields and regulation-size multi-purpose fields with a concession area in the middle.

Instead of maintaining Meade Fields, Rorie proposed moving lacrosse fields and practice fields to the PAC. He also suggested using artificial turf to eliminate the cost of maintaining a grass field. He noted that topographical issues made some areas of the PAC land unusable, but some areas could be graded to make them usable.

Rorie went on to discuss Braelinn, which he noted was 18 acres, with four poorly designed baseball diamonds, sub-standard parking, and no lights. The facility was under-utilized. Another diamond had been removed, leaving what Rorie said was a perfect location for a rectangular multi-purpose field. Other sites at Braelinn were co-located with the school. Additional parking could be added, along with moving the tennis courts and adding other fields. This would make for more efficient operations in the future.

Funding was always a concern, Rorie remarked. He said the money could be pulled from cash reserves, but that was not long-term funding. The TPD funds were an option, as were in-kind contributions, such as exchanging grading services for dirt. The total cost would be \$1 million. After coming up with a concept, engineered plans were needed. Rorie told Council that, in their Consent Agenda that night, he had included a budget amendment to fund those engineer plans. Transportation studies would be considered, and Rorie noted that at the October 18 Council meeting, the Gateway Coalition would give its report on the SR 74 transportation study. Money would be needed to fund any changes it recommended. Traffic engineers would draw up those plans. On November 1, a countywide transportation plan would be presented, and money again was a requirement to execute those plans.

Rorie said if he was able to relocate the recreation facilities into a central location, the land could be converted to other uses. It could be developed as commercial, office or residential, providing a revenue stream that fed into the General Fund, which funded these parks. Rorie said the City was currently in a pattern of spending, much like the federal government spending seven cents to make a nickel. A long-term plan was needed, with funding in place to make it work, he concluded.

10-18-05 Consider Lease Amendment with American Tower

Financial Services Director Paul Salvatore showed an aerial photo of Meade Field and the mulch yard, which had a cellular tower on the property. He noted that Rorie discussed being able to get these properties on the tax rolls after the fields were decommissioned and the mulch yard relocated.

Salvatore recounted that the City entered into a lease agreement with American Tower in 1997. The City owned the land, and American Tower owned and operated the tower. The first amendment to the lease was in 2015, when American Tower paid the City \$50,000 to extend the lease for seven more five-year periods. Salvatore said the City was paid in two ways. One was the base amount from the ground lease, and that amounted to \$11,000 annually for use of the land on which the tower was located. The other way was through a revenue split with tenants who had equipment on the tower for \$59,000, making the total annual revenue from the lease agreement \$70,000, Salvatore noted.

The City received a buy-out offer on the revenue streams in the summer of 2017. Salvatore said was a common practice for tower companies and cities. The offer was for \$1,109,737, which would cover 15 or 16 years of revenue. Since then, American Tower had lost two tenants, and, in September of this year, revised the offer to \$1,045,583, about \$60,000 less.

Salvatore said he believed the City should take advantage of this offer while it was available because revenues would probably continue to decline as micro technology replaced equipment on the tower. Accepting the buy-out offer would lessen the risk to the City as well as provide a low-cost, efficient means of financing. Bonds, a common way to finance major projects, had closing costs, plus fees for attorneys and other items. This buy-out would be a simple four-page lease amendment, which American Tower's attorneys were writing up and would present to the City within the week, Salvatore commented. He told Council he recommended they accept the lease amendment for accelerated payments for \$1,045,583, contingent on final review and approval by the City Attorney.

Rorie said the fiscal year 2019 budget anticipated the drop in funds from the annual revenue stream. The \$1,045,583 from the buy-out would be deposited in the City's Capital Projects Fund and used to fund City park enhancements. He noted that this might not be enough to execute all the projects he discussed earlier, but they would stretch the money as far as possible. He again said the recommendation was to accept the lease amendment.

Salvatore said Allen Davis, the City's telecommunications consultant, had been monitoring the deal and felt comfortable in advising the City to follow through. He said he wanted to make sure the offer was consistent with the amount of the revenue stream, and noted that Davis found there was a formula for such buy-outs in the industry, and this offer followed that formula.

Fleisch said she understood the need for Council to approve the lease amendment, but asked if they needed to do anything to start the process of the park enhancements.

Prebor asked about American Tower's motivation for offering the buy-out, and Salvatore pointed out that they would see about 16 years of revenue savings. They had just signed a 35-year lease and paid the City \$50,000 and had lost two tenants since then. There was no guarantee to them that they would have tenants in 35 years. Rorie pointed out that, with the buy-out, American Tower would have a set cost, not one that fluctuated. Prebor said it seemed this was a dying industry and wondered how they arrived at their number. Salvatore said they were meeting the City halfway between now and 35 years from now. Prebor said he liked the fact that it lowered the City's risk. Salvatore noted that the bulk of the City's payments came from the tenants and, if the tenants continued to drop out, the City would lose most of its income from the agreement, which was \$59,000 a year right now.

Rorie said he would rather have the money now, in today's dollars, than wait years into the future and take a chance that the money might not be there. He acknowledged that, while the market for cell towers could explode, everything pointed towards increased use of microcell technology.

Salvatore pointed out that the City had updated its ordinance so it could charge companies for using rights-of-way for microcell equipment. While the revenue from the cell tower might be going away, the City could pick it up through these fees. He added that they did anticipate \$70,000 less in the General Fund in the financial model, starting in 2019.

Fleisch noted they had been talking about this for years, and it was nice to have it happen.

King moved to accept New Agenda item 10-18-05, lease amendment with American Tower for \$1,045,583, pending final review by the City Attorney. Madden seconded. Motion carried unanimously.

Rorie said he would take it as permission to get started on the work at the parks.

10-18-06 Consider Addition of New Position - Public Services Director/Assistant City Manager

Rorie said this was added to the agenda the day before. He had intended to add it to the Consent Agenda because it was a personnel action and reallocation funds, but because he added it so late, he and the Deputy City Clerk decided it would be best to place it under New Agenda items.

Rorie recalled his arrival in 2011 as Community Services Director, overseeing the Amphitheater, Planning and Development, and several other areas. Then, the Public Services Director resigned and Rorie added those duties to his own, requiring him to supervise nine departments representing about 30% of the City's budget. He had done a lot beyond the confines of the job as well.

When the City Manager retired in 2014, Rorie became the interim City Manager. He did not have a Community Service Director or a Public Services Director because he had been filling those roles. He had to hire a Planning and Development Director and a Police Chief. He said there were 25 line departments in the City, structured to provide a span of control of five to seven departments for division heads. The structure was out of balance, Rorie concluded, meaning his time was being stretched thin in the Public Services capacity. He gave credit to staff for doing a good job, but said he needed help.

Rorie said he needed to spend his time planning for the future, working with people such as Mike Warrix, the Planning and Development Director, although Warrix had announced his resignation effective October 12 to return to Abilene, Texas. Rorie said he would miss him, but they had a good backup team.

The City had not funded the Public Service Director's position for the past three years. This proposal, Rorie continued, was to fund it, but change the job title and description to Public Services Director/Assistant City Manager, someone who could take on the Stormwater, Engineering, Public Services, Grounds Maintenance, and other duties as assigned, to help him out. He said the impact would be about \$134,000 including salary, benefits, and ancillary costs.

Rorie emphasized that he intended to recruit a known quantity who could perform to his expectations as his right hand. He said he did not intend to interview candidates he did not know. The question was whether he could modify this position, but the hiring process was not in question, he summarized.

Ernst moved to approve New Agenda item 10-18-06, addition of a new position, Public Services Director/Assistant City Manager. Madden seconded. Motion carried unanimously.

Council/Staff Topics

Prebor wished Warrix well and thanked him for his service. Warrix said serving for the past three years and three months had been a privilege, noting that he had learned a lot and had a lot of fun. He commended his staff, saying Cailloux would do a fine job after he left. Rorie noted that the Code of Ethics of the International City Managers' Association said a tenure of two years was considered good, and Warrix had exceeded that. He commended the job Warrix had done and wished him Godspeed.

Ernst noted that Salvatore was a new grandfather.

The Mayor pointed out that the 2018 Christmas ornaments were on sale at the Convention and Visitor's Bureau (CVB) office and would be available at City Hall. She also thanked everyone involved with the lights at the new bridge, along with the circle drive, and the paving of McIntosh Trail.

King moved to convene in executive session to discuss pending or threatened litigation and the acquisition or sale of real estate at 8:08 p.m. Ernst seconded. Motion carried unanimously.

Ernst moved to reconvene in regular session at 8:21 p.m. King seconded. Motion carried unanimously.

There being no further business to discuss, Madden moved to adjourn the meeting. King seconded. Motion carried unanimously.

The meeting adjourned at 8:22 p.m.

Martha Barksdale, Recording Secretary

Vanessa Fleisch, Mayor

Peachtree City Code Enforcement 3rd Quarter Report 2018

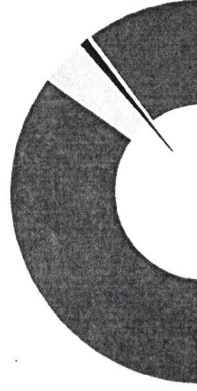
Case Type

Building and Property Maintenance
 Health and Sanitation
 Land Development
 Miscellaneous
 Parking
 Parks & Recreation
 Signs
 Taxes
 Zoning
Totals

NOV				SWO				Citation				Unfounded				Totals			
Q1	Q2	Q3	YTD	Q1	Q2	Q3	YTD	Q1	Q2	Q3	YTD	Q1	Q2	Q3	YTD	Q1	Q2	Q3	YTD
24	34	42	100	3	7	6	16	0	0	2	2	1	1	3	5	28	42	53	123
82	394	223	699	0	0	0	0	0	1	0	1	2	11	6	19	84	406	229	719
11	24	8	43	2	1	2	5	1	1	2	4	0	2	2	4	14	28	14	56
3	9	9	21	0	0	0	0	0	3	1	4	2	2	0	4	2	14	10	26
49	107	117	273	0	0	0	0	0	0	1	1	3	2	1	6	52	109	119	280
0	1	2	3	0	0	0	0	0	0	0	0	0	0	0	0	0	1	2	3
23	36	38	97	1	0	0	1	0	0	1	1	0	0	0	0	24	36	39	99
0	74	3	77	0	0	0	0	0	6	0	6	0	1	1	2	0	81	4	85
6	38	39	83	0	0	0	0	0	3	0	3	1	4	1	6	7	45	40	92
198	717	481	1396	6	8	8	22	1	14	7	22	9	23	14	46	211	762	510	1483

Confiscated Signs

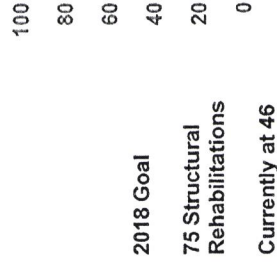
111 356 235 702



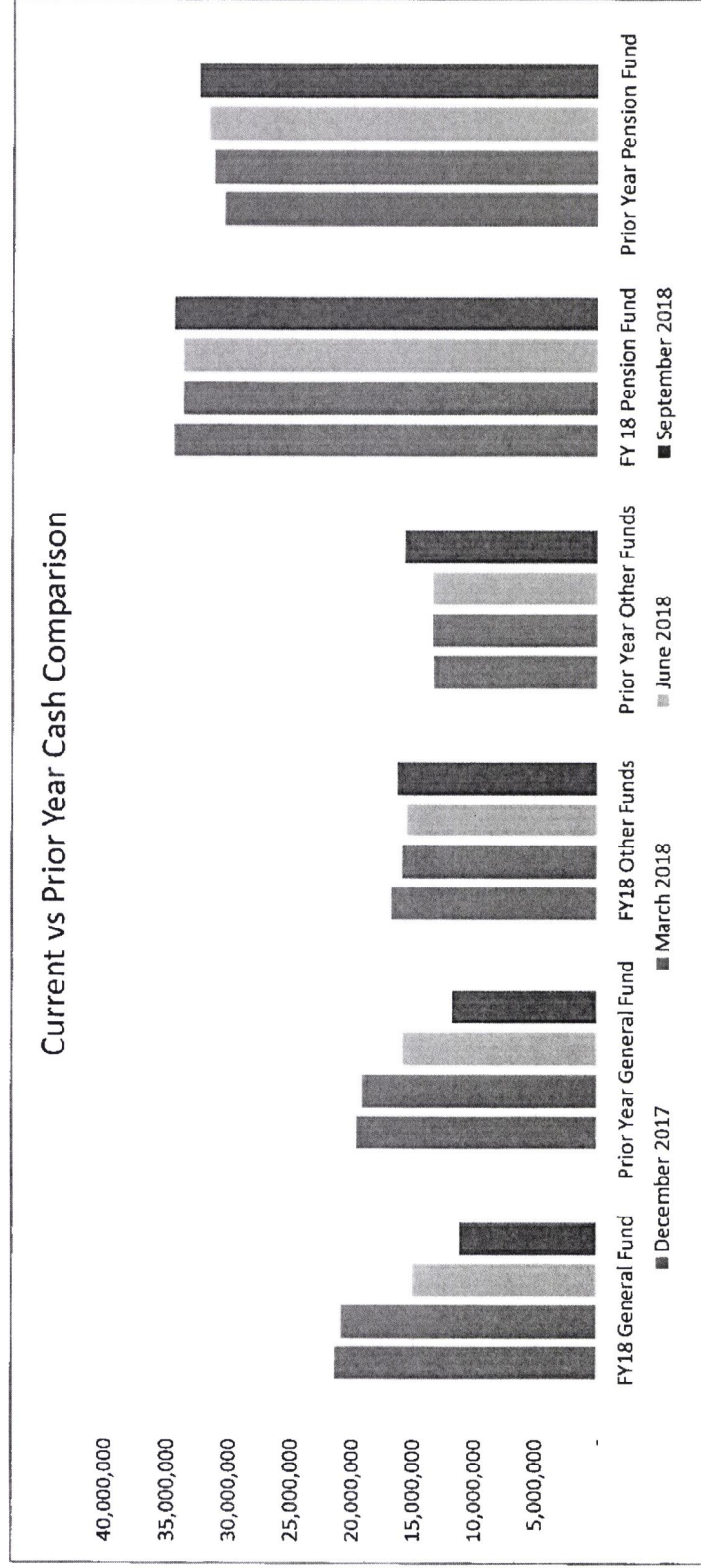
Proactive Enforcement for 3rd Quarter 2018 is 77.5 Percent.

Goal is 80 Percent

Year To Date Proactive Enforcement is 80.44 Percent.



CITY OF PEACHTREE CITY CASH BALANCES



Note: pattern filled columns are projections based on historical data
Other Funds include Special Revenue Funds, Capital Projects Funds, Debt Service, SPLOST, and Enterprise Funds (Stormwater & Amphitheater), and Agency Funds (Municipal Court & FSA)

CITY OF PEACHTREE CITY
QUARTERLY REPORT
GENERAL FUND AND HOTEL/MOTEL TAX FUND
BUDGET COMPARISON (UNAUDITED)
FOR THE FOURTH QUARTER
ENDED SEPTEMBER 30, 2018

PERCENTAGE OF BUDGET YEAR COMPLETED 100.0% (ACTUAL TRANSACTIONS STILL PENDING)

GENERAL FUND REVENUES BY MAJOR CATEGORIES				
Description	2018 Budget	YTD Actual	Dollar Difference	Percentage To-Date
General Property Taxes	\$ 14,805,641	\$ 15,022,740	\$ 217,099	101.47%
Franchise Taxes	2,671,039	2,584,846	(86,193)	96.77%
Local Option Sales Tax	7,345,017	7,593,176	248,159	103.38%
Other Sales & Use Taxes	915,635	898,578	(17,057)	98.14%
Business Taxes	2,697,017	2,808,565	111,548	104.14%
Licenses & Permits	1,377,408	1,565,586	188,178	113.66%
Intergovernmental/Grants	601,568	769,439	167,871	127.91%
Charges for Services	1,256,667	1,331,812	75,145	105.98%
EMS Billings	1,075,707	1,173,228	97,521	109.07%
Fines & Forfeitures	1,014,854	1,288,263	273,409	126.94%
Investment Income	94,500	192,441	97,941	203.64%
Other Revenue	248,454	185,090	(63,364)	74.50%
Other Financing Sources	984,214	1,056,606	72,392	107.36%
Total General Fund Revenues	\$ 35,087,721	\$ 36,470,370	\$ 1,382,649	103.94%
Surplus Carryover	744,706			
Total General Fund	\$ 35,832,427			

GENERAL FUND EXPENDITURES BY DIVISION AND/OR TYPE				
Division and/or Type	2018 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Executive Services	\$ 673,003	\$ 556,906	\$ 116,097	82.75%
Administrative Services	2,007,144	1,893,718	113,426	94.35%
Financial Services	2,135,264	2,044,167	91,097	95.73%
Police Services	7,002,588	6,988,632	13,956	99.80%
Fire/EMS Services	7,374,624	7,187,733	186,891	97.47%
Public Works/Building Maint./Engineering	7,428,502	7,197,444	231,058	96.89%
Planning & Development/Code Enforcement	1,369,254	1,388,999	(19,745)	101.44%
Recreation & Special Events/Ground Maint.	4,393,692	4,282,560	111,132	97.47%
Non-Divisional:				
Unemployment Insurance	20,000	-	20,000	0.00%
Non-Profit Organizations	25,000	25,000	-	100.00%
Transfer to Airport Authority	84,150	84,150	-	100.00%
Transfer to Keep PTC Beautiful	15,770	15,770	-	100.00%
Transfers to Other Funds	3,608,299	3,329,488	278,811	92.27%
Liability Insurance	114,981	113,072	1,909	98.34%
Litigation Services	152,522	134,716	17,806	88.33%
General Administration/Miscellaneous	129,439	57,935	71,504	44.76%
	4,150,161	3,760,131	390,030	
Budgeted Savings	(701,805)	-	(701,805)	0.00%
Total General Fund	\$ 35,832,427	\$ 35,300,290	\$ 421,005	98.51%

HOTEL/MOTEL FUND REVENUES				
Description	2018 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Total Hotel/Motel Taxes	\$ 1,522,154	\$ 1,618,764	\$ 96,610	106.35%

HOTEL/MOTEL TRANSFERS OUT				
Type	2018 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Transfer to General Fund	\$ 801,212	\$ 838,120	\$ (36,908)	104.61%
Transfer to Tourism Association	665,942	694,649	(28,707)	104.31%
Transfer to Amphitheater Fund	55,000	55,000	-	100.00%
Total Hotel/Motel Transfers Out	\$ 1,522,154	\$ 1,587,769	\$ (65,615)	104.31%

CITY OF PEACHTREE CITY
FINANCIAL SERVICES
QUARTERLY REPORT
(UNAUDITED)
AS OF SEPTEMBER 30, 2018

**SUMMARY OF PURCHASE ORDERS ISSUED OVER \$10,000 APPROVED BY CITY MANAGER
JULY - SEPTEMBER 2018**

Description	Vendor	Award	Date
Deluxe Cabin 16' x 32'	C&S Sales LLC	\$ 10,645.00	8/17/2018
Drake Field Electrical	Frontier Electric	11,285.00	9/24/2018
Glenloch Reck Wall	Piedmont Precast LLC	10,335.00	8/21/2018
Remove & Replace Concrete BMX Starting Hill	A Boss Construction LLC	35,633.00	7/5/2018
Concrete Carpath Tie-ins new bridge at new dam	A Boss Construction LLC	23,850.00	7/27/2018

**PURCHASING REPORT
FOR QUARTER ENDED SEPT 30, 2018 AND SEPT 30, 2017**

Activity	Fiscal Year 2018	Fiscal Year 2017
Purchase Orders / Requisitions Processed	710	576
Sealed Bids Requested	4	3
Requests for Proposals	0	2
Bids Awarded	0	2
Requests for Proposals Awarded	0	0
Contracts Prepared	3	2
Electronic Auction	10	17
Fixed Assets Purchases	12	6
Advanced Life Support Patient Simulator		
Fire Station 82 Exercise Equipment		
(10) Police Vehicles		

CITY OF PEACHTREE CITY
DONATIONS RECEIVED
QUARTERLY REPORT
AS OF SEPTEMBER 30, 2018

D.A.R.E. Donation
Tree Fund Donation

Kiwanis Club of PTC
Delta Credit Union

1,199.40
1,000.00

TOTAL FOR FOURTH QUARTER ENDED 09/30/18

\$ 2,199.40

**CITY OF PEACHTREE CITY
LITIGATION SERVICES
FISCAL YEAR 2018 - QUARTERLY REPORT
PAID AS OF September 2018**

Litigation Services (100-1505-579130)

Vendor	Month Paid	Project	Amount
GIRMA	October	Accident	\$ 1,609.37
GIRMA	January	EEOC Claim	73.50
GIRMA	March	Accident	5,000.00
GIRMA	April	Legal Claim	8,919.87
GIRMA	April	Vehicle Accident	3,772.38
GIRMA	April	Vehicle Accident	927.30
GIRMA	July	Vehicle Accident	106.50
GIRMA	August	EEOC Claim	2,255.00
GIRMA	August	Property Damage	1,350.57
GIRMA	August	Vehicle Accident	1,436.41
GIRMA	September	Legal Claim	712.00
GIRMA	September	EEOC Claim	2,009.00
GIRMA	September	Vehicle Accident	2,184.83
GIRMA	September	Vehicle Accident	2,139.37
GIRMA	September	EEOC Claim	2,621.50
GIRMA	September	Legal Claim	4,365.68
GIRMA	September	Vehicle Accident	1,559.09
			\$ 41,042.37
SUMNER/MEEKER	October	Brianza	\$ 975.00
SUMNER/MEEKER	October	Johnson	745.92
SUMNER/MEEKER	October	High Sierra	1,965.00
SUMNER/MEEKER	October	Huggins	330.00
SUMNER/MEEKER	October	PTC Holdings	330.00
SUMNER/MEEKER	October	Rockaway	1,301.04
SUMNER/MEEKER	November	Brianza	1,470.00
SUMNER/MEEKER	November	High Sierra	1,290.00
SUMNER/MEEKER	November	Huggins	150.00
SUMNER/MEEKER	November	Johnson	540.00
SUMNER/MEEKER	November	Rockaway	2,458.56
SUMNER/MEEKER	November	Walmart	2,587.34
SUMNER/MEEKER	December	Brianza	2,267.52
SUMNER/MEEKER	December	High Sierra	330.00
SUMNER/MEEKER	December	Huggins	711.84
SUMNER/MEEKER	December	Johnson	614.28
SUMNER/MEEKER	December	MacDuff Crossing	375.00
SUMNER/MEEKER	December	PTC Holdings	375.00
SUMNER/MEEKER	December	Rockaway	722.52
SUMNER/MEEKER	December	Suburban Land	1,005.00
SUMNER/MEEKER	December	Walmart	1,933.68
SUMNER/MEEKER	December	Wynnmead	655.92
SUMNER/MEEKER	January	Brianza	688.00
SUMNER/MEEKER	January	High Sierra	320.00
SUMNER/MEEKER	January	Huggins	256.00
SUMNER/MEEKER	January	Johnson	512.00

Litigation Services (100-1505-579130)

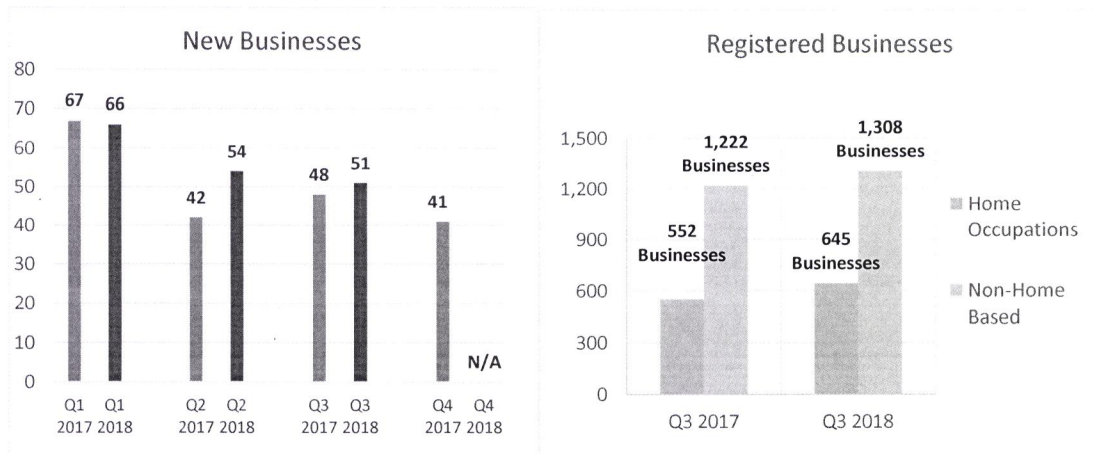
Vendor	Month Paid	Project	Amount
SUMNER/MEEKER	January	MacDuff Crossing	1,024.00
SUMNER/MEEKER	January	PTC Holdings	1,497.92
SUMNER/MEEKER	January	Rockaway	1,977.92
SUMNER/MEEKER	January	Suburban Land	1,488.00
SUMNER/MEEKER	January	Walmart	496.00
SUMNER/MEEKER	February	Huggins	416.00
SUMNER/MEEKER	February	EEOC	768.00
SUMNER/MEEKER	February	Johnson	858.16
SUMNER/MEEKER	February	MacDuff Crossing	464.35
SUMNER/MEEKER	February	PTC Holdings	1,568.35
SUMNER/MEEKER	February	Rockaway	1,385.42
SUMNER/MEEKER	February	Suburban Land	2,025.92
SUMNER/MEEKER	March	Brienza	800.00
SUMNER/MEEKER	March	High Sierra	3,798.85
SUMNER/MEEKER	March	Huggins	698.16
SUMNER/MEEKER	March	Johnson	560.00
SUMNER/MEEKER	March	PTC Holdings	1,648.35
SUMNER/MEEKER	March	Rockaway	624.00
SUMNER/MEEKER	March	Suburban Land	1,584.00
SUMNER/MEEKER	March	Wynnmead	698.16
SUMNER/MEEKER	April	Brienza	480.00
SUMNER/MEEKER	April	EEOC	2,272.00
SUMNER/MEEKER	April	High Sierra	5,220.32
SUMNER/MEEKER	April	PTC Holdings	848.00
SUMNER/MEEKER	April	Rockaway	2,322.80
SUMNER/MEEKER	April	Suburban Land	1,674.16
SUMNER/MEEKER	May	Brienza	607.96
SUMNER/MEEKER	May	EEOC	880.00
SUMNER/MEEKER	May	High Sierra	720.00
SUMNER/MEEKER	May	Huggins	512.00
SUMNER/MEEKER	May	Johnson	1,008.00
SUMNER/MEEKER	May	PTC Holdings	992.00
SUMNER/MEEKER	May	Rockaway	1,724.69
SUMNER/MEEKER	May	Suburban Land	1,136.00
SUMNER/MEEKER	July	Brienza	352.00
SUMNER/MEEKER	July	EEOC	1,500.69
SUMNER/MEEKER	July	High Sierra	192.00
SUMNER/MEEKER	July	Huggins	4,497.01
SUMNER/MEEKER	July	Johnson	2,591.96
SUMNER/MEEKER	July	PTC Holdings	1,084.69
SUMNER/MEEKER	July	Suburban Land	1,056.00
SUMNER/MEEKER	August	EEOC	672.00
SUMNER/MEEKER	August	Huggins	2,624.00
SUMNER/MEEKER	August	Johnson	2,160.00
SUMNER/MEEKER	August	EEOC	704.00
SUMNER/MEEKER	August	PTC Holdings	784.00
SUMNER/MEEKER	August	Suburban Land	704.00
SUMNER/MEEKER	September	EEOC	780.69
SUMNER/MEEKER	September	High Sierra	192.00
SUMNER/MEEKER	September	Huggins	2,204.69
SUMNER/MEEKER	September	Johnson	48.00
SUMNER/MEEKER	September	EEOC	352.00
SUMNER/MEEKER	September	PTC Holdings	812.69
SUMNER/MEEKER	September	Suburban Land	672.00

Litigation Services (100-1505-579130)

<u>Vendor</u>	<u>Month Paid</u>	<u>Project</u>	<u>Amount</u>
			\$ 93,673.53

Total Litigation Services to Date	\$ 134,715.90
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July - September 2018 Expense	\$ 44,724.37
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Top Employers: Cooper Lighting, Panasonic, Randstad, Hoshizaki, Alenco, Wal-Mart, Rinnai, NCR, Southland Nursing Home, Sigvaris, Target

FY2018 QUARTERLY REPORT LIBRARY

ACTIVITY DESCRIPTION	UNIT	October	November	December	January	February	March	April	May	June	July	August	September	FY2018 YEAR-TO-DATE	FY2017 YEAR-TO-DATE
Items - Acquired	Num.	358	493	458	299	352	490	393	340	383	422	347	204	4,539	4,560
Items - Circulated	Num.	29,295	26,707	25,179	27,940	27,593	30,410	29,756	30,140	35,554	37,088	31,923	30,253	361,838	360,781
Items - Loaned to Other Libraries	Num.	1,243	1,176	1,005	1,334	1,187	1,247	1,238	1,262	1,318	1,411	1,422	1,284	15,127	14,528
Items - Borrowed From Other Libraries	Num.	1,840	1,649	1,481	1,916	1,912	2,425	2,206	2,001	2,544	2,534	2,575	2,353	25,436	23,504
Class Visits	Num.	0	0	0	0	0	5	1	3	1	4	0	1	15	16
Group Meetings	Num.	52	50	27	33	37	37	39	42	21	18	29	38	423	416
Monthly Traffic	Num.	16,189	14,524	11,902	13,414	14,851	15,672	15,762	16,123	19,221	18,754	19,928	16,091	192,431	197,923
Children's Programs	Num.	21	18	9	11	21	22	15	15	32	21	7	20	212	214
Number of Participants	Num.	1,161	412	253	256	578	525	370	1,165	1,580	906	224	503	7,933	9,106
Adult Programs	Num.	5	12	4	7	5	8	7	7	52	7	6	4	124	82
Number of Participants	Num.	55	122	42	121	60	115	138	145	160	159	130	99	1,346	1,498
Revenue from Overdue Book Dls.	Dls.	3,619	3,330	2,427	2,945	3,165	3,220	3,813	4,097	4,343	4,058	4,552	3,535	43,104	46,386
Revenue from Copies Made Dls.	Dls.	541	620	381	385	635	614	529	490	488	479	591	437	6,190	6,462
Reference Assistance	Num.	1,809	1,795	1,321	1,494	1,807	2,552	1,721	1,852	2,178	2,212	2,048	1,885	22,674	23,848
Exams Proctored	Num.	28	19	24	12	15	25	24	33	39	40	19	20	298	292
Revenue from Proctoring	Dls.	350	240	360	140	170	360	330	390	480	490	230	350	3,890	3,790
Internet Usage	Num.	1,606	1,383	1,144	1,109	1,288	1,359	1,302	1,257	1,240	1,262	1,372	1,229	15,551	17,103
Wireless Usage	Num.	5,006	4,725	4,105	4,136	4,596	5,064	5,093	5,018	5,015	4,982	5,419	5,087	58,246	N/A
Volunteers	Num.	36	37	30	36	40	44	39	50	45	52	44	39	492	482
Number of Hours Worked	Num.	192	204	157	230	236	310	288	328	296	335	286	248	3,110	3,029
Digital Downloads	Num.	3,041	2,644	2,735	2,405	1,829	2,538	3,103	3,088	3,708	4,450	4,267	3,748	37,556	33,546
Electronic Reference Access (Excluding GALILEO)	Num.	646	371	385	959	338	658	338	273	335	507	297	377	5,484	5,168

Notes: Plans are under way to turn the former Computer Lab downstairs into a Film Screening Room, complete with stadium seating for 18. Future plans include a film club and public film viewings for all ages. Upcoming events in November include NaNoWriMo, author Hannah Palmer (*Flight Path*) and Kristina McMorris (*Sold on a Monday*). For the first time in over five years, traditional circulation is beginning to trend upward. Digital downloads continue to climb.

PEACHTREE CITY POLICE DEPARTMENT
2018 QUARTERLY REPORT

2018
Calendar Year to Date

2017
Calendar Year to Date

	3rd Qtr 2018	3rd Qtr 2017		
	July-September	July-September		
<u>TOTAL PART I CRIMES</u>	150	131	361	459
CRIMINAL HOMICIDE	0	0	0	0
FORCIBLE RAPE	3	3	3	3
ROBBERY	1	3	2	6
AGGRAVATED ASSAULT	3	0	6	4
ARSON	0	1	1	1
MOTOR VEHICLE THEFT	12	11	27	54
LARCENY - THEFT (SHOPLIFTING, ENTERING AUTOS, ETC)	115	106	296	368
BURGLARY	16	7	26	23
 <u>DUI ARRESTS</u>	 25	 41	 70	 140
 DRUG ARRESTS: Marijuana, Methamphetamine, Cocaine, Other				
 TOTAL DRUG ARRESTS	 30	 49	 132	 145
 <u>OTHER ARRESTS</u>				
 PROPERTY CRIMES	 26	 41	 73	 122
PERSON CRIMES	18	14	41	40
TRAFFIC OFFENSES	37	71	156	180
OTHER	62	81	190	254
 <u>CALLS FOR SERVICE</u>	 12,387	 12,838	 38,431	 38,246
 <u>TRAFFIC</u>				
 CITATIONS ISSUED	 1,315	 2,253	 5,139	 6,821
CITY ORDINANCES	70	144	243	431
WARNINGS	2,160	2,379	7,004	6,266
ROADWAY CRASHES	205	232	616	686

	MONTH
HWY 54 / HWY 74	9
HWY 54 / HUDDLESTON	6
HWY 74 / TDK / CROSSTOWN	6
HWY 74 / PASCHAL	5
HWY 54 / PLANTERRA	3
HWY 74 / KEDRON	2
HWY 74 / KELLY	2
HWY 54 / PTREE PKWY	2
HWY 54 / MARKETPLACE BLVD	2
HOLLY GROVE / HWY 74	2

TOP 10 ACCIDENT LOCATIONS 2018		YTD
HWY 54 / HWY 74		63
HWY 54 / HUDDLESTON RD		31
HWY 74 / TDK / CROSSTOWN		29
HWY 54 / PTREE PKWY		25
HWY 54 / PLANTERRA WAY		22
HWY 54 / MCDUFF		18
HWY 54 / MARKETPLACE BLVD		18
HWY 74 / KEDRON		16
HWY 74 / KELLY		13
HWY 54 / LINECREEK		11

PUBLIC SERVICES QUARTERLY REPORT
2018

Public Works Quarterly Report

Activity Description	Unit	3rd Quarter 2018	2018 YTD	Annual Goal
General				
Average time to complete vandalism repairs once notified	Days	2.2	1.0	0
Average time to respond to a citizen complaint and assign action	Days	4.0	2.3	0
Streets				
Street Patching	Hrs.	0	0	2,500
Street General Maintenance	Hrs.	743	2,748	3,500
Storm Water Maintenance	Hrs.	1,757	4,442	8,000
Street Sweeping	Ft/MIs	1478400/280	2441472/664	0
Cart Paths				
Cart Path Paving	Ft.	14,156	28,837	47,520
Cart Path Prep	Ft.	3,256	13,726	0
Time to remove trees on paths once reported	Days	1.0	1.0	2
Cart Path Drainage Maintenance	Hrs.	0	311	2,500
Cart Path General Maintenance	Hrs.	2,771	7,544	3,250
SPLOST				
Cart Path Const. Reconst. Overlay - SPLOST	Ft.	5,995	15,655	
Cart Path Const. Reconst. Overlay - SPLOST	Hrs.	192	640	
Splost General Maintenance	Hrs.	2,373	6,614	
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	98	190	350
Entrance Sign Maintenance	Each	0	1	0
Contracted Services				
Time for contractor to remove trees once notified	Days	1.0	1.0	3
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	1.2	3.0
Average time to complete a preventative maintenance on a Heavy Truck	Hrs	4.3	3.0	6
Average time to complete a preventative maintenance on a Heavy Equipment	Hrs	4.3	3.0	6
Ratio of time spent on preventative maintenance versus other repair items		1.3 to 1	2 to 1	2 to 1
Facility Maintenance				
Sports Complex Maintenance	Hrs.	2,022	6,478	2,500
Parks General Maintenance	Hrs.	1,263	4,132	435
Grounds/Landscape Maintenance	Hrs.	4,697	15,876	0
General Maintenance	Hrs.	1,739	6,176	2,000
Vandalism	Hrs.	3	4	0
Litter Removal	Hrs.	0	0	2,000
Building Maintenance	Hrs	1,020	3,682	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 & SPECIAL EVENTS REVENUE

AS OF September 30, 2018

WITH COMPARISONS TO December FY2015, FY2016 & FY2017

Percent of budget year completed to date: 100.00%

	ACTUAL THRU SEPT.			ORIGINAL			CURRENT			ACTUAL	
	FY 2015	FY 2016	FY 2017	BUDGET	BUD	ADJ.	BUDGET	FY 2018	September	THRU	%
				FY 2018			FY 2018		FY 2018		To Date
RECREATION REVENUE											
County Operating Grant	114,000	114,000	114,000	114,000			114,000	123,000			107.89%
Events	7,172	6,271	5,547	6,500			6,500	3,651			56.17%
Program Fees - Recreation	194,160	159,255	147,361	158,215	-		158,215	142,605			90.13%
Program Fees - Kedron	222,498	256,068	238,027	245,322			245,322	238,746			97.32%
Program Fees - Kedron Open Gym	23,376	21,958	23,849	22,232	-		22,232	24,674			110.98%
Program Fees- Athletic Tournaments	20,125	14,260	25,420	14,260			14,260	17,735			124.37%
Facility Maintenance Rec.- Athletic Assoc.	129,407	101,435	90,731	117,517	-		117,517	113,338			96.44%
Facility Maintenance Ked- Athletic Assoc.	1,231	27,981	40,165	\$23,577	-		\$23,577	27,162			115.21%
Facility Rental- Tennis Center	26,000	24,000	24,000	24,000			24,000	33,905			141.27%
Facility Rental - Recreation	5,597	18,228	8,465	14,195	-		14,195	9,140			64.39%
Facility Rental - Kedron	25,791	34,767	20,945	32,195	-		32,195	15,181			47.15%
Program Fees - Pool Fees/Passes	92,405	104,337	91,739	106,030	-		106,030	93,068			87.78%
Program Fees - Kedron Swim Teams	60,493	44,519	66,128	54,909	-		54,909	71,814			130.79%
Program Fees - Kedron Swim Lessons	14,622	7,592	14,992	8,391	-		8,391	13,158			156.81%
Program Fees - Rec Pool Revenue	5,489	15,341	5,946	15,342			15,342	6,780			44.19%

\$ 942,366	\$ 950,012	\$ 917,315	\$ 956,685	\$ -	\$ 956,685	\$ 933,957	97.62%
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Special Events- July: July 4th Parade, Festival and Fireworks estimated 23,100 total, July 14 July Night Market 4000, Youth Triathlon 600, Fishing Rodeo 50, August Night Market 4000, Little League Event 800, St. Paul Super Hero Run 350, Tri PTC Sprint Triathlon 1600, Shakerag Arts and Crafts Festival 3000, Dragon Boat Races 2000

Recreation: Summer Camps 647, New summer camp - Little Vet School Camp, New program: Zumbini, Employee Benefits Fair at Kedron Fieldhouse

Athletics: Spring Softball 1070, Summer Basketball 215, Summer Softball 845, Fall Volleyball 162

Tournaments Notes: Goldbar Challenge (karate) 225, Soccer: Lightning Challenge 2400 Atlanta Cup 600, Spikeball Regional 175

Amphitheater: Sister Hazel and Edwin McCain, Creedence Clearwater Revisited, Departure, Phillip Phillips, Yacht Rock Review

2018 PEACHTREE CITY AIRPORT AUTHORITY ATTENDANCE RECORD

September 13, 2018

Report Date: Month Year

Name & Date of Appointment	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
Tom Fulton, Chairman 1/1/2015 - 12/31/2019	8	8	0		100%
Bryan LaBrecque 1/1/2014 - 12/31/2018	7	6	3	March 8, 2018 July 12, 2018 September 13, 2018	86%
Judge S. Charles Murray - Replacing Mike Mitchell 1/1/2016 - 12/31/2020	8	8	0		100%
Tom Lacy 1/1/2017 - 12/31/2021	8	7	1	August 9, 2018	88%
Allen Morrison 1/1/2018 - 12/31/2022	8	8	0		100%

PEACHTREE CITY CONVENTION & VISITORS BUREAU ATTENDANCE RECORD

2 Year Term (unless specified below)

Term of Appointment

September-18

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
J.H. Hooper (1) Business Owner 3/2/17	11	11	8	3	11/15/17, 12/20/17, 8/23/18	73%
03/02/17 -03/02/19						
Jonathan Fralick Recreation Venue 1/21/15	11	11	9	1	4/19/18, 8/23/18	82%
01/01/2016 - 09/30/18						
Mike King Council	11	2	1	1	11/15/2017	50%
01/01/17-12/20/17						
Paul Salvatore, City Liaison 12/20/17	11	10	8	1	3/21/2018	80%
12/20/17-9/30/19						
Steve Soriano, Secretary/Treasurer Reg Manager Club Corp 10/1/17	11	11	7	4	1/17/18, 5/16/18, 7/18/18, 8/23/18	64%
10/01/17-09/30/19						
Tatyana G. Ferguson, Business Owner 10/1/17	11	11	6	5	11/15/17, 12/20/17, 4/19/18, 7/18/18, 9/19/18	55%
10/01/16 - 09/30/19						
Patti Kadkhodaian Business Owner 3/2/17	11	11	9	1	3/21/2018	82%
03/02/17 -09/30/19						
Rick Adlington Hotel/Motel 2/17/16	11	11	11	0		100%
01/01/16 - 09/30/17						

PLANNING COMMISSION ATTENDANCE RECORD

3-Year Term

SEPTEMBER 2018

Term of Appointment

Report Date: Month Year

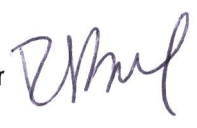
Name & Term Length (start/end)	Meetings Held Past 12 Months	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
Jack Bernard 10/01/15 - 09/30/18	15	15	14	1	3/12/2018	93%
Lisa Curtis 10/06/16 - 09/30/19	15	15	12	3	10/09/17 07/23/18 08/13/18	80%
Frank Destadio Chairman 04/21/11 - 09/30/18	15	15	12	3	03/12/18 06/11/18 08/13/18	80%
Paul Gresham 10/6/17 - 9/30/20	15	11	14	1	12/11/2017	93%
JT Rabun Vice Chairman 10/06/16 - 09/30/19	15	15	14	1	1/8/2018	93%

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jonathan N. Rorie, City Manager

FROM: Robin Cailloux, AICP Senior Planner 

DATE: October 12, 2018

SUBJECT: Amended Development Agreement with Pulte Homes
October 18, 2018 City Council Meeting

Request

Staff requests the approval of the Amended Development Agreement between the City and Pulte Homes. The development agreement has been updated to reflect the rezoning change approved by City Council at the October 4, 2018 meeting. The rezoning was contingent upon amending the original Development Agreement, which was first adopted in 2007 with the rezoning of the Everton development. The City attorney has reviewed the agreement, which is attached to this memo.

Budget Impacts

There are no budget impacts associated with this agenda item.

PULTE HOMES CORPORATION TRACT
(FORMERLY JOHN WIELAND HOMES AND NEIGHBORHOODS, INC. TRACT)

AFTER RECORDING RETURN TO:

**DEBORAH LEMAY
CITY OF PEACHTREE CITY
151 WILLOWBEND ROAD
PEACHTREE CITY, GEORGIA 30269**

AMENDED DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into by Pulte Home Corporation, a Michigan corporation, 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, John Wieland Homes and Neighborhoods, Inc., the original developer, submitted to the City a proposed annexation and rezoning request, which was modified by the City and ultimately approved by the City Council on May 3, 2007; and,

Whereas, on November 15, 2012, John Wieland Homes and Neighborhoods, Inc. conveyed its interest in the Property, together with the privileges and obligations related to the Property, to JW Homes, LLC; and,

Whereas, on January 14, 2016, JW Homes, LLC conveyed its interest in the Property, together with the privileges and obligations related to the Property, to Developer; and,

Whereas, the Developer made a rezoning request to amend the approved zoning conditions to remove the commercial uses and add townhome residential use, said request being approved by the City at their October 4, 2018 regularly scheduled meeting; and

Whereas, it is the intent of this Agreement to finalize the terms of rezoning and all conditions to which the parties have agreed; and

Now Therefore, in exchange of the mutual promises and considerations contained herein and for other good and valuable consideration, the parties agree the rezoning known as LUR-15 is approved and said approval is conditioned further as follows:

1. The concept plat attached hereto as Exhibit "B" ("Master Plan") is illustrative only. The Developer shall prepare a detailed development plan, which shall comply with the LUR-15 ordinance, attached as Exhibit "D" ("Ordinance"), and must also be approved by the Planning Commission as a part of the concept plat approval process. It is understood the general layout of the streets and individual lots will be in substantial conformance with what is shown on the concept plat once final engineering documents are prepared. In addition, the Master Plan shall be revised based upon the concept plat attached hereto as Exhibit "C," in accordance with Ordinance No. 1152 adopted by the City Council on October 4, 2018.
2. The Developer agrees that the requirements and conditions specified in the Ordinance 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.
3. The Developer agrees that the Ordinance is binding on any of its successors-in-title to the Property. This 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 Agreement and the terms of the Ordinance.
4. Developer and Brent West Village will dedicate and construct, at no cost to the City, a proposed road identified as the MacDuff Parkway extension ("Parkway Extension") from its current point of termination to the northern Kedron Drive extension, which is approximately 8,400 LF. Said Parkway Extension will be constructed to the standards currently contained in the city's Land Development Ordinance for paving standards for Major Collector Roads. For all purposes herein the construction of any and all roadways shall be generally in the location and in accordance with the conceptual site plan attached hereto as Exhibit "B". The Parkway Extension shall be constructed based upon the Roadway Development Cost Sharing Agreement dated November 6, 2015 ("Macduff Parkway Agreement"), by and among Brent West Village, The Scarbrough Group, Inc. Dirt Control, LLC, JW Homes, LLC (predecessor-in-interest to Developer), and Brent Scarbrough and Company, Inc.. Evidence of the Macduff Parkway

Agreement shall be provided to the City prior to the approval of any plats for the development of the Property.

5. All costs of the Parkway Extension, including without limitation right-of-way acquisition, roadway design and construction and landscaping in accordance with City ordinances and any applicable state and federal requirements, shall be paid for by Developer and Brent West Village in accordance with the Macduff Parkway Agreement and the Ordinance.
6. The City agrees that it will pay to the Developer any funds it receives from any other government or entity for the Parkway Extension, and that the City will actively solicit such funds. Any funds received by the City shall be prorated between the parties to the Macduff Parkway Agreement in accordance with the cost sharing allocation set forth in Macduff Parkway Agreement.
7. The Developer shall Quit Claim Deed to the City no less than three (3) acres of developable property for a future fire station as identified within the Ordinance. Said dedication shall occur within sixty (60) days from the date this Development Agreement is approved by City Council. It is understood access to the subject tract will be accommodated through a temporary access easement until such time MacDuff Parkway is complete and open to traffic.
8. The Developer shall dedicate to the City without any use restrictions the property described on the plat of a 17.2 acre parcel of land attached hereto as Exhibit "E", entitled, "Plat for Proposed Elementary School Fayette County Board of Education," dated April 4, 2002 and recorded In Plat Book 36, Page 6 in the Office of the Clerk of the Superior Court of Fayette County.
9. The Developer agrees that nothing contained in this Agreement shall obviate the requirement that the Developer complies with all city ordinances, building codes, and development standards. With respect to all these requirements, the City will not unreasonably withhold, condition or delay approval of Developer's plans.
10. All Parties agree that this Agreement is entered into voluntarily, and that all parties will incur their own legal expenses.
11. 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 Ordinance, and then, if necessary, to the rules, regulations and ordinances of the City.

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.
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. AMENDMENTS AND MODIFICATIONS OF THIS 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 email to the email address set forth below. If the sender of an email notice does not receive an acknowledgment from the recipient within one business day of the transmission, the sender must send a hard copy of the email 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 email transmission or on the third (3rd) day following

deposit in the United States mail. 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, Georgia 30269
Attn: City Manager
Email: jrorie@peachtree-city.org

If to the Developer: Pulte Home Corporation
4125 Atlanta Road, S.E.
Smyrna, Georgia 30080
Attn: Jeff Kingsfield and Jason Garrett
Email: jeff.kingsfield@jwhomes.com
 Jason.garrett@jwhomes.com

With a copy to: Pulte Home Corporation
4125 Atlanta, Road, S.E.
Smyrna, Georgia 30080
Attn: Joel S. Reed, Esq.
Email: joel.reed@jwhomes.com

And a copy to: Pulte Home Corporation
4901 Vineland Road, Suite 500
Orlando, Florida 32811
Attn: Scott Clements, Esq.
Email: scott.clements@pultegroup.com

[Signatures commence on next page]

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands and affixed their seals this _____ day of _____, 2018.

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

(NOTARY SEAL)

My Commission expires: _____

DEVELOPER:

PULTE HOME CORPORATION,
a Michigan corporation

By:

By: _____ (SEAL)

Name: _____

Title: _____

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

(NOTARY SEAL)

My Commission expires: _____

CITY:

CITY OF PEACHTREE CITY, GEORGIA

By: _____

Name: _____

Title: City Clerk

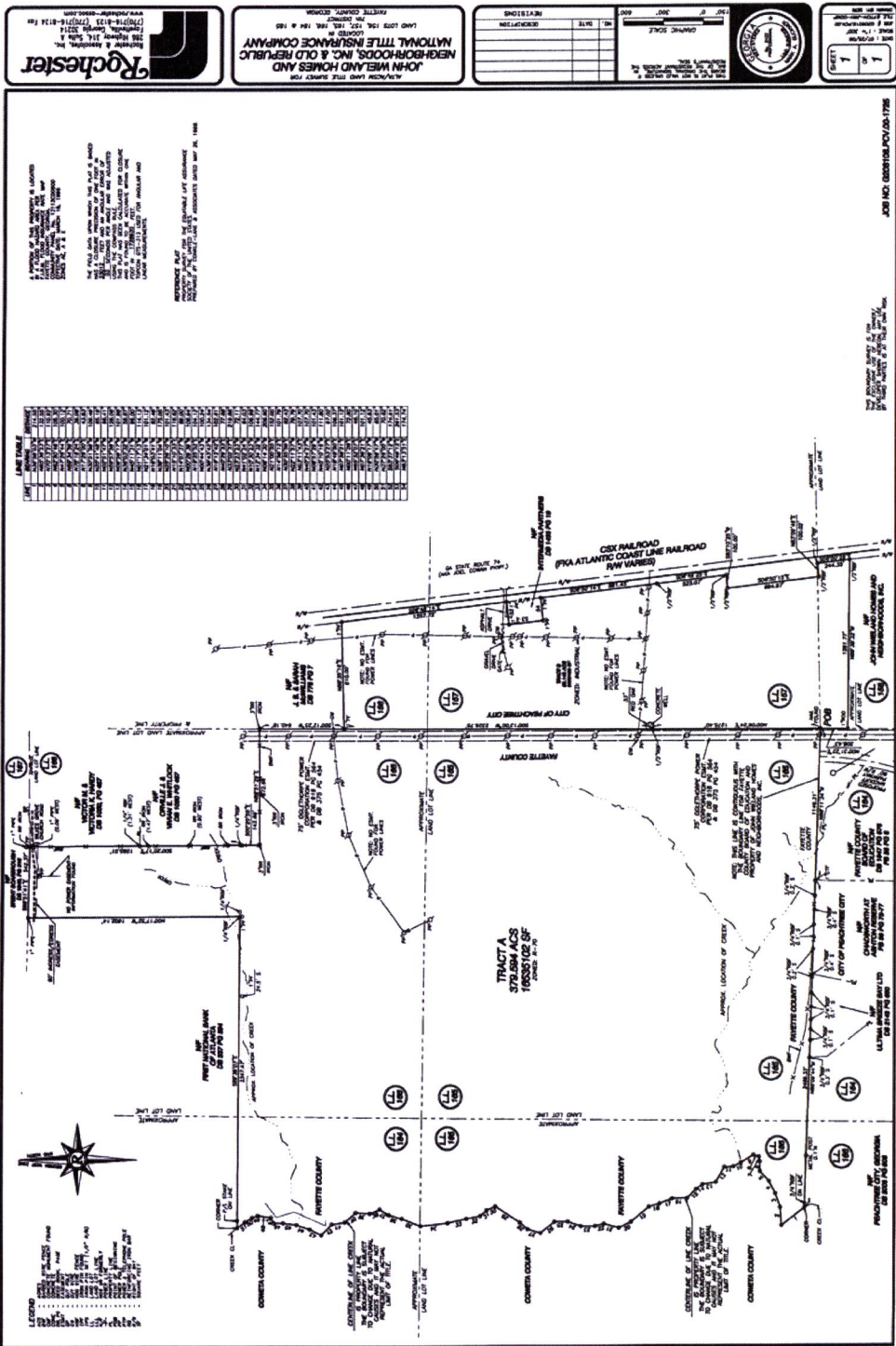
Attest:

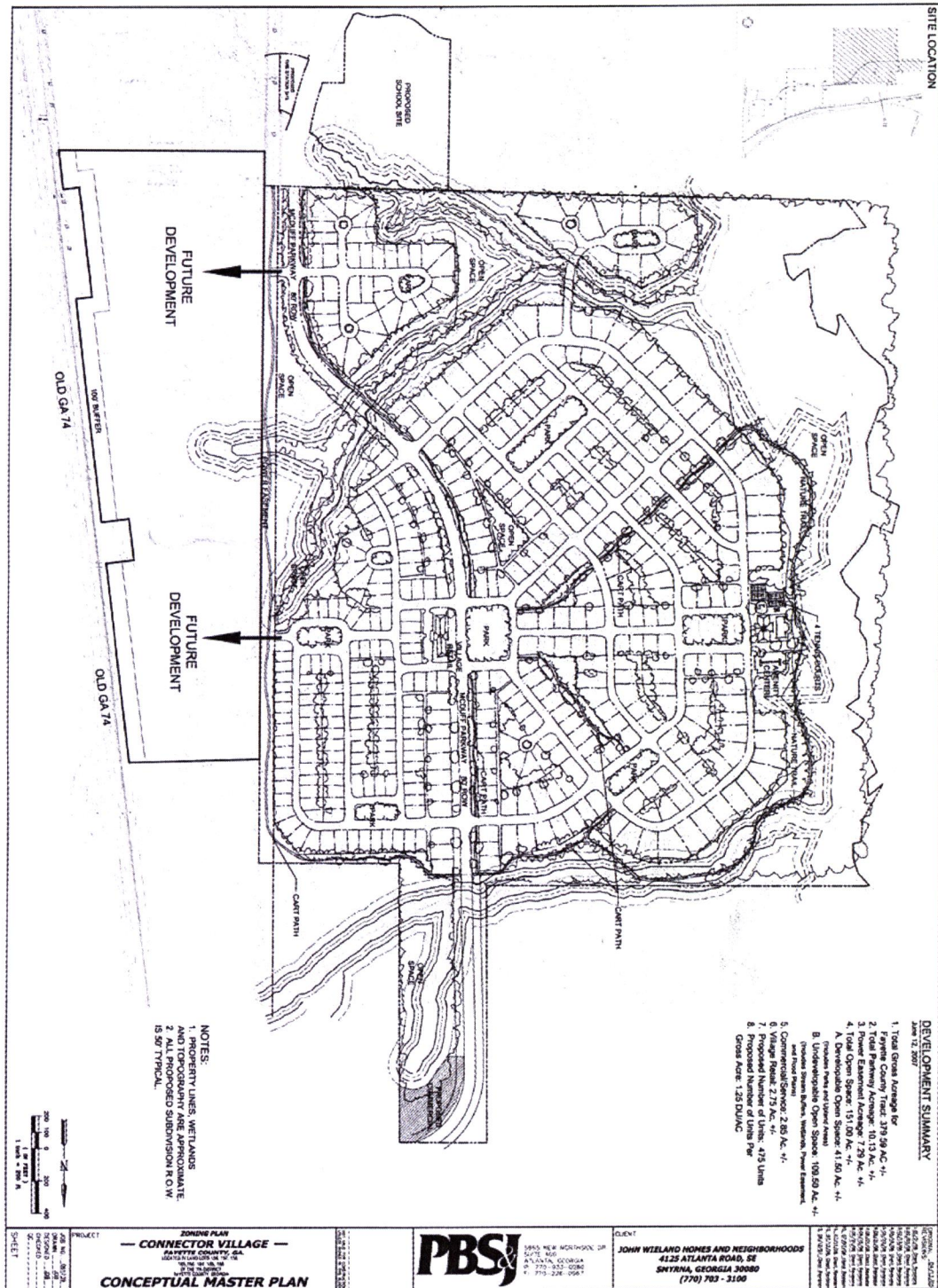
By: _____

Name: _____

Title: Secretary

Attachment A

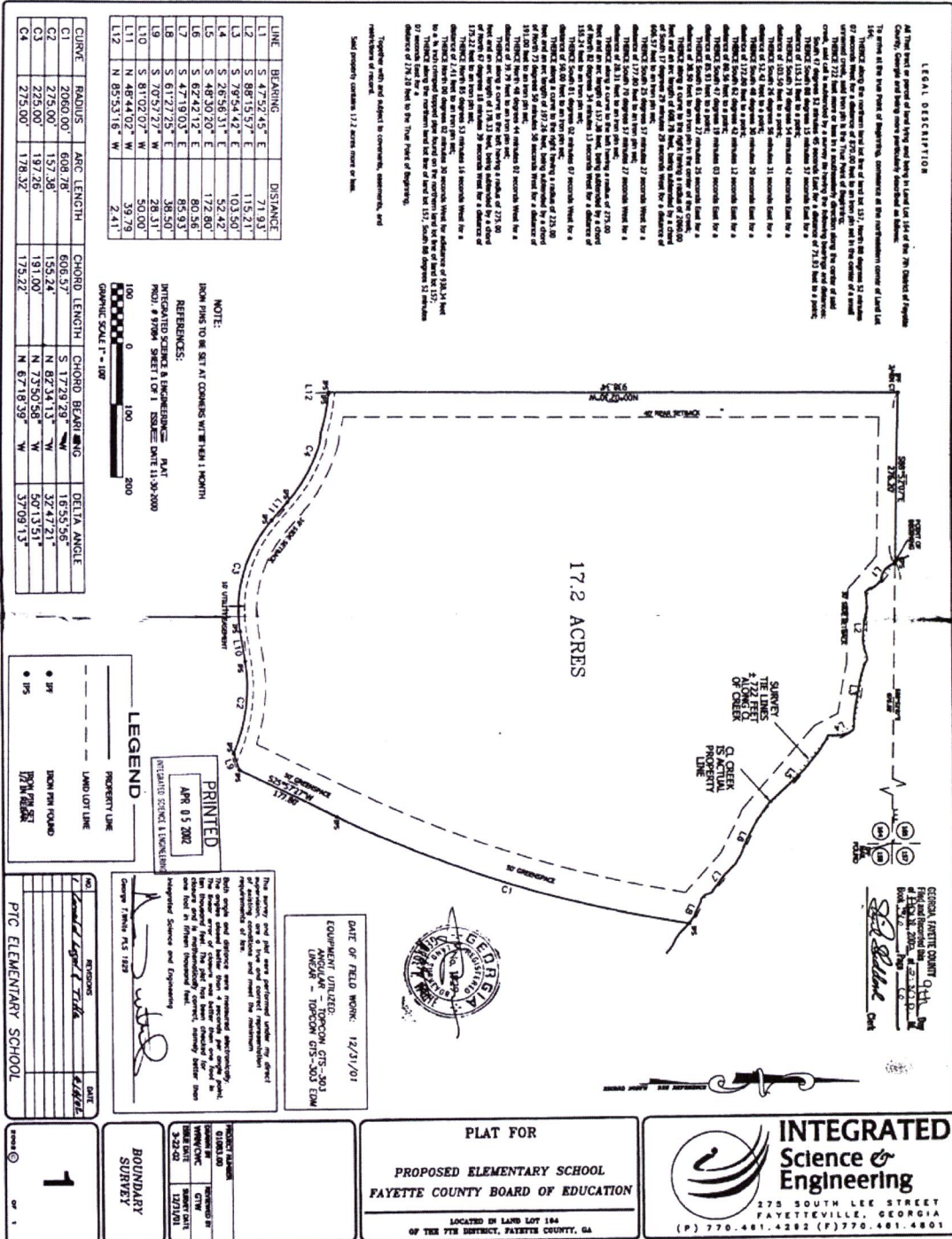




[illegible]

Attachment D

(PDF of Ordinance 1152)



CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: Jonathan N. Rorie, City Manager 

FROM: Betsy Tyler, Public Information Officer/City Clerk 

DATE: October 11, 2018

SUBJECT: Consider Amendment of Administration Ordinance – Meeting Procedures and Public Hearings
October 18, 2018, City Council Agenda

Recommendation:

That Council consider the attached ordinance amendment.

Discussion:

On August 16, staff previewed an ordinance amendment that would standardize and clarify the times allocated for public comment at the beginning of City Council meetings, public input on items opened for comment, and public comments during formal Public Hearings. This would ensure that the public has the opportunity to participate, avoid repetition of points, ensure that one speaker does not monopolize all the allotted time, and ensure that the business of the City can be conducted in a timely manner.

The attached ordinance amendment standardizes the comment times for non-public hearings to two minutes for individuals and ten minutes total. Public hearings would retain the existing five-minute maximum time per speaker, and limit hearings to ten minutes per side for zoning related hearings and ten minutes total for non-zoning matters. A majority vote of Council can extend any of these times.

Budgetary Impact:

This item has no budgetary impact.

AN ORDINANCE TO AMEND ARTICLE II, CITY COUNCIL MEETING PROCEDURES AND RULES, OF THE PEACHTREE CITY ADMINISTRATION ORDINANCE, AS AMENDED, TO PROVIDE PUBLIC PARTICIPATION; TO PROVIDE FOR PUBLIC HEARINGS; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

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

Section 1. Article II, Division 2, Section 2-35, of the Administration Ordinance of the City of Peachtree City, Georgia, as amended, is further amended and is to be codified as follows:

Sec. 2-35. - Public participation.

- (a) *Right to address council.* Persons other than council members may be permitted to address the council only upon specific agenda items except during the public comment portion of the meeting that is conducted before any agenda items are discussed. Guidelines addressing the public comment portion of the meeting are established by council and a copy is maintained in the city clerk's office.
- (b) *Manner to address council.* A person who desires to address the council on a specific agenda item shall raise their hand to be acknowledged by the mayor or presiding officer. They shall then step to the podium, state his or her name, address neighborhood, and group affiliation (if any) and speak clearly into the microphone.
- (c) *Time limit on public remarks.* Persons granted permission to speak on a specific agenda item shall limit their comments to three-two minutes speaking time per item, with a limit of ten minutes per item allocated to comments, unless the presiding officer grants additional time. The presiding officer can limit the total time allocated for public input on a subject. A majority vote of the council may extend the time limitations of this rule.
- (d) *Public comment to be germane.* Public comments on a specific agenda item must be directed to the subject under consideration. The presiding officer shall rule on the germaneness of these comments. Anyone making personal, impertinent, or slanderous remarks shall be barred by the presiding officer from further comment before the council during the meeting.
- (e) *Applause.* The mayor or presiding officer can determine individuals to be out of order for applauding public comments. Applause for public comment is discouraged as it may discourage individuals with opposing views from speaking.

Section 2. Article II, Division 2, Section 2-38, of the Administration Ordinance of the City of Peachtree City, Georgia, as amended, is further amended and is to be codified as follows:

Sec. 2-38. - Public hearings.

- (a) The city clerk shall prepare, as separate portions of the agenda, a schedule of public hearings.
- (b) The following public hearing procedures shall apply to any zoning matters pending before the city council or the planning commission.
 - (1) The mayor or chairperson will allow each side equal opportunity to the floor and establish time limits. With respect to zoning hearings, each side shall have a minimum maximum time period of ten minutes for each zoning decision. A majority vote of the council may extend the time limitations of this rule.
 - (2) Members of the city council or planning commission will become hearers. No action on their part is in order until the mayor or chairperson declares the hearing complete.
 - (3) The staff presentation of the request and assessment of compliance will be heard.
 - (4) The applicant and those supporting the issue will be heard.
 - (5) Those opposing the issue will be heard.
 - (6) Prior to closing the public hearing input portion of the meeting, staff and any member of the public will be given the opportunity to ask questions of either or both sides of the issue.
 - (7) When the mayor or chairperson is assured that input is complete, the public hearing shall be ended and the appropriate body will then debate the issue and render a decision. Questions may be asked by the hearers at any point in the process.
- (c) Any appeal or variance that may be brought before the city council or any commission will follow the procedures outlined above. Exceptions are budget hearings and administrative hearings dealing with alcoholic beverage violations, which shall have a maximum time period of ten minutes for public comments. A majority vote of the council may extend the time limitations of this rule.

Section 3. All ordinances or parts thereof which conflict with the provisions of this ordinance are, to the extent of such conflict and except as hereinafter provided, hereby repealed.

Section 4. Should any provision of this ordinance be declared invalid by a Court of competent jurisdiction, such decision shall not affect the validity of this ordinance as a whole or any provision thereof other than the provisions specifically declared to be invalid. The City Council declares that it would have passed this ordinance and each subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more subsections, sentences, clauses or phrases may be declared invalid.

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

This _____ day of _____ 2018.

Vanessa Fleisch, Mayor

Attest: _____
Betsy Tyler, City Clerk