City Council of Peachtree City
Agenda
September 4, 2014
7:00 p.m.

I. **Call to Order**

II. **Pledge of Allegiance**

III. **Announcements, Awards, Special Recognition**
Proclamation – American Legion Day

IV. **Public Comment**

V. **10-minute Talk**
Judge Jason Thompson and McIntosh Senior Jason Floyd – Internship opportunities

VI. **Agenda Changes**

VII. **Minutes**
August 14, 2014, Special Called Meeting – Millage Rate Public Hearing
August 21, 2014, Special Called Meeting – Millage Rate Public Hearing, 7:30 a.m.
August 21, 2014, Special Called Meeting – 6:00 p.m.

VIII. **Consent Agenda**
1. **Consider Renewal of Pond & Company as Transportation/Engineering Consultant**
2. **Consider Support for Fayette County Hazard Mitigation Plan Update**
3. **Consider Budget Amendment – FY 2014 PIP Fund**

IX. **Old Agenda Items**

08-14-01	Consider Text Amendments for Brent West Village Documents

X. **New Agenda Items**

09-14-01	Consider Approval of FY2015 CVB Budget
09-14-02	Consider Approval of Revised FY2015 Budget
09-14-03	Consider/Discuss Amendment to Golf Cart Ordinance (Registration Fees)
09-14-04	Consider Amendment to Fund Reserve Policy – Increase from 20% to 25%
09-14-05	Consider/Discuss Amendment to Personnel Policy – Salary and Classification Study Frequency
09-14-06	Consider/Discuss Ordinance Amendment and Policy Change – City Manager Approval of Budgeted Items (change from $40,000 to $25,000 limit)

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 OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: James L. Pennington, City Manager

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

DATE: September 2, 2014

SUBJECT: Budget Amendment – The Gates Developer Contribution

September 4, 2014 City Council Consent Agenda

Recommendation:

It is Staff's recommendation that City Council approve the attached budget amendment to amend the FY2014 budget resolution.

Discussion:

Attached please find budget amendment 14-015 for fiscal year 2014 submitted for your approval. Brent Holdings, LLC (Heritage Bank) contributed a check in the amount of $51,740 as part of the Development Agreement. $36,740 is to be used for the design and construction of a multi-use path connection from The Gates development to Meade Field Drive and Brechin Park as designated on the concept plat and $15,000 is to be used for the design and construction of a freestanding city sign adjacent to SR74. Budget amendment 14-015 allows for a $51,740 increase to the PIP Fund revenue and a $51,740 increase to the PIP fund expenditures.

Budget Impact:

The proposed budget amendment will increase the PIP Fund budget Revenues and Expenditures by $51,570

Attachments
Budget Amendment 14-015

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 14-015

DATE 09/04/2014

ACCOUNT	PROJECT	DESCRIPTION	INCREASE	DECREASE
334-4110-372000		Contributions - Developer	51,740	
334-4110-541274		The Gates - Sign Construction	15,000	
334-4110-541471		the Gates - Multi-Use Cart Path	36,740	
		Connection		
Total			103,480	-

Explanation:
Set up budget for Developer Contribution Revenue and expense for the The Gates sign construction and multi-use cart path extention.

ENTERED __________

APPROVED __________

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor and Council Members**
VIA:	**James L. Pennington, City Manager**
FROM:	**Paul J. Salvatore, Financial Services Director** PS.
DATE:	**September 2, 2014**
SUBJECT:	**Consider Approval of Revised FY 2015 Budget** ***September 4, 2014 City Council Agenda***

Recommendation
Staff recommends that Council take action to accept the attached summary schedules in Attachment A as the revised adopted budget for FY 2015.

Discussion:
Based on the action of City Council on August 21, 2014 in approving the adoption of the City Manager's proposed FY 2015 Budget with recommended concept changes, certain numeric changes need to take place in order to meet all state requirements for a balanced budget. After due consideration and consultation, the accompanying revised summary schedules reflecting the budget as outlined by Council is hereby recommended for Council approval in Attachment A. Attachment B exhibits the revised 5-Year Financial Model that incorporates all motions to revise the City Manager's Proposed Budget, and also the suggested 0.229 millage rate adjustment in FY 2016 needed to comply with city reserve policies. You will notice on this schedule that the use of cash reserves estimated for FY 2015 now shows approximately $410K, which is the $395K shown in the model proposed by Councilman Imker, plus the $15K adjustment for the Police SRT unit that did not pass. Following is a summary of adjustments included in the revised summary schedules presented for acceptance, based on the motions that did pass:

- Motion #1 approved by Council did not specify which fund(s) were to be impacted, and only showed the amount needed to change the General Fund. The revised summary schedules include a reduction of 1% (retention of 2%) for employee salary increases in the General Fund, Storm Water Fund and the Amphitheater Fund (all city employees).
- Motions 2, 3 and 4 indicate Councils desire to eliminate a proposed 10 person crew and all associated equipment needed for ROW mowing (totaling $635,698) and fund $250,000 for a mowing contract instead. They also indicate that the city will retain 6 new employees hired in FY 2014 for landscaping, plus accept the City Manager's proposal to

hire 6 additional employees in FY 2015 including all associated equipment, uniforms, etc. needed for the additional crew members. All of the numeric adjustments made to these three motions were to reflect the correct amounts needed in the General Fund to adequately meet the requirements of this desired service level.

- Motion 5 indicated the desire to reduce funding for bridge infrastructure by $50,000. Accordingly, staff has adjusted the appropriations in both the PIP Fund as well as the Transfer to PIP in the General Fund, which was the funding source for this item.
- It was clarified that the intent of Motion 6 was to fund $770,000 for street resurfacing, so the adjustment amount in the General Fund was amended from $720,000 to $714,932.
- Motion 7 did not indicate an impact by department (the legal level of control prescribed by state law) so staff has adjusted the budgeted non-departmental 2% savings factor from approximately $500K up to $600K.
- Motion 8 used a rounded figure of $100,000, so staff adjusted for the actual amount of the elimination of this position (closer to $125K).
- Motion 9 regarding elimination of 5 Police vehicles was also a minor rounding issue, but it also impacted three separate funds (PIP, General and Debt Service). Each fund was adjusted accordingly.
- Motion 11 regarding Library Books & Other Media purchases did not require a numeric adjustment, but need to clarify that this is an adjustment to the General Fund.
- Motion 12 was also a minor numeric adjustment for rounding ($350) but needed clarification that it impacts both the PIP Fund and General Fund (similar to Motion 5).

Budget Impact

As detailed above, and in attached summary schedules.

Attachment A

General Fund
FY 2015 Budget Summary

Sources of Funds:

Estimated Revenues		
Taxes	$25,358,599	
Licenses & Permits	$789,491	
Intergovernmental (Grants)	$443,482	
Charges for Services	$1,929,665	
Fines & Forfeitures	$908,102	
Investment Income	$50,919	
Contributions & Donations	$2,000	
Miscellaneous	$147,554	
Total Estimated Revenues:		$29,629,812
Other Sources		$715,997
Surplus Carryover:		$412,060
Total Sources of Funds:		**$30,757,869**

Uses of Funds:

Appropriations		
Departmental Operating Expenses		
Executive Services	$369,631	
Economic Development	$75,000	
Administrative Services	$1,228,760	
Financial Services/ I.T.	$1,597,695	
Public Safety	$13,644,264	
Public Works	$6,262,102	
Community Services Administration	$189,715	
Recreation & Special Events	$2,263,293	
Library	$986,314	
Planning/Zoning/Buildings	$573,012	
Total Departmental Appropriations:		$27,189,786
Salary Vacancy/ Other Savings		-$603,796
General Administration		
Not-for-Profit Organizations	$22,500	
General Liability Insurance	$133,195	
CVB Labor Expense (reimbursed)	$180,964	
Miscellaneous Legal Fees/Claims	$225,000	
Unemployment & Other Expenses	$20,200	
Administrative/Technical Contingencies	$335,071	
Total General Administration:		$916,930
Transfers to Other Funds/Authorities		
Transfer to PIP	$158,000	
Transfer to Debt Service	$2,994,949	
Transfer to Airport Authority	$102,000	
Transfer to Amphitheater Fund	$0	
Total Transfers:		$3,254,949
Total Uses of Funds		**$30,757,869**

City of Peachtree City
General Fund
Sources of Funds

Account Title	Proposed FY 2015 Budget
Taxes	
Ad Valorem (Real) Property - Current	$11,149,115
Ad Valorem (Real) Property - Prior Yrs.	$83,252
Motor Vehicle	$508,631
TATV - Motor Vehicles	$1,419,281
Real Estate Transfer Tax	$52,220
Recording Intangible Tax	$211,673
GA Power Franchise Tax	$977,674
Coweta Fayette EMC	$830,756
Atlanta Gas Franchise Tax	$260,526
Comcast Cable	$277,220
Bell South Cable	$113,083
Nulink	$8,200
Communications Franchise Tax	$93,240
Local Option Sales Tax	$6,305,144
Alcoholic Beverage Tax	$694,267
Mixed Drink Tax	$89,244
Business/Occupational Tax	$351,768
Insurance Premium Tax	$1,825,811
Financial Institutions	$89,378
Property Tax Penalties - Current Year	$7,292
Property Tax Penalties - Prior Year	$10,824
Total Taxes:	$25,358,599
Licenses & Permits	
Soil Erosion Permits	$1,000
Land Disturbance Fees	$7,798
Alcoholic Beverage Licenses	$325,885
Golf Cart Registration	$60,682
Alcohol Server Registration Fees	$36,598
Burn/Blasting Permits	$150
Miscellaneous Fire Permits	$1,000
Certificates of Compliance- Fire	$2,250
Building Permits	$300,892
Certificates of Occupancy New	$2,040
Certificates of Completion	$825
Plumbing Permits	$8,925
Electrical Permits	$5,082
Mechanical/HVAC Permits	$17,525
Reinspection Fee	$4,850
Zoning & Land Use Permits	$8,520
Sign Permits	$3,800

City of Peachtree City
General Fund
Sources of Funds

Account Title	Proposed FY 2015 Budget
Temporary Sign/Use	$1,670
Total Licenses & Permits:	**$789,491**
<u>Intergovernmental</u>	
Matching Grants - DOT	$273,482
Federal Operating Grant - DoJ	$0
FEMA/GEMA Reimbursement	
FCBOE Reimb.- Resource Officers	$44,000
OCDETF Overtime Reimbursement	$0
Federal Operating Grant - SAFER	$0
Fayette County Recreation Grant	$114,000
GMA Grants	$12,000
Total Intergovernmental:	**$443,482**
<u>Charges for Services</u>	
Tower Lease	$179,200
Sale of Merchandise	$100
False Alarm Fees - P.D.	$10,200
Alarm Registration Penalties	$100
Plan Review Fee - Fire New Construction	$11,700
Fire Sprinkler Plan Review	$2,640
Site Follow Up - Fire	$50
Ambulance Fees	$709,533
Sale of Recycled Materials	$4,428
Program Fees - Gathering Place	$0
Program Fees - Recreation	$190,000
Program Fees - Recreation Pools	$24,100
Program Fees - Athletic Tournaments	$3,400
Facilities Maint Fees - Recreation	$94,000
TAG Program Revenues	$500
Special Events	$5,000
Program Fees - Kedron Fieldhouse	$173,000
Program Fees - Kedron Pool Fees/Passes	$80,000
Program Fees - Kedron Open Gym	$16,080
Program Fees - Kedron Swim Lessons	$13,000
Program Fees - Kedron Swim Teams	$52,000
Facilities Maint Fees - Athletic Assoc.	$13,500
Building Plan Review Fees	$121,000
Building Plan Review Resubmittal Fees	$4,680
Development Fee Collected	$1,000
Plan Review Fee	$3,500
Plan Review - Resubmittal	$500
Plan Review - Site Plan	$1,500

City of Peachtree City
General Fund
Sources of Funds

Account Title	Proposed FY 2015 Budget
Plan Review - Final Site Plan	$600
Conceptual Plan Fees	$1,000
Notice of Intent - EPD	$200
Application Fees	$8,500
Other Charges for Services	$23,690
CVB Reimbursements- Personnel Costs	$180,964
Total Charges for Services:	$1,929,665
Fines & Forfeitures	
Municipal Court Fees	$51,242
Court Administrative Fees	$34,327
Court Restitution	$6,000
Municipal Court Fines	$770,196
Local Confiscated Funds	$250
Library Fines	$46,087
Total Fines & Forfeitures:	$908,102
Investment Income	
Interest Earnings	$50,919
Total Investment Income:	$50,919
Contributions & Donations - Private	
Donations - In-Kind - Community Events	$0
Donations	$2,000
Total Contributions/Donations:	$2,000
Miscellaneous	
Facility Rental - Gathering Place	$0
Facility Rental - Tennis Center	$24,000
Facility Rental - Recreation	$19,176
Facility Rental - Kedron	$20,347
Other Revenues	$21,418
Insurance Reimbursements	$22,523
Employee Vehicle Reimbursements	$24,446
Total Miscellaneous:	$131,910
Sale of Fixed Assets	$15,644
Total Fixed Assets:	$15,644
Other Financing Sources	
Operating transfer from CVB	$45,000
Operating transfer from H/M Tax Fund	$503,248
Operating transfer from H/M - TPD	$167,749

City of Peachtree City
General Fund
Sources of Funds

Account Title	Proposed FY 2015 Budget
Operating transfer from PIP Fund	$0
Total Other Financing Sources:	**$715,997**
General Fund Revenue Totals:	**$30,345,809**
Surplus Carryover/ (Reserve Increase)	**412,060**
Total Sources of Funds	**$30,757,869**

City of Peachtree City
General Fund
Uses of Funds

General Fund Expenditures

	Proposed FY 2015 Budget
Departmental Operating Budgets	
Mayor & Council	$99,181
Economic Development	$75,000
City Manager	$270,450
Total Executive Services:	$444,631
Human Resources	$318,732
Public Information	$158,570
City Clerk	$352,427
Municipal Court	$399,031
Total Administrative Services	$1,228,760
Finance Department	$646,487
Purchasing Department	$155,148
Information Technology	$796,060
Total Financial Services/ I.T.	$1,597,695
Police Department	$6,586,351
Code Enforcement	$265,610
Fire Department	$6,417,500
Emergency Medical Services	$374,803
Total Public Safety	$13,644,264
Public Works	$4,248,316
Buildings & Grounds	$1,694,224
Engineering	$319,562
Stormwater Management	$0
Total Public Works	$6,262,102
Community Services Administration	$189,715
Recreation Administration	$1,334,041
Kedron Fieldhouse	$704,679
Library Administration	$986,314
Senior Services Facilities	$224,573
Planning & Zoning	$247,747
Building Department (Inspections)	$325,265
Total Community Services	$4,012,334
Total Departmental Budgets:	$27,189,786
Total Departmental Budgets:	$27,189,786
General Administration Budget	
Liability Insurance (GIRMA)	$133,195
Unemployment Insurance	$20,000
Pooled Vehicle Expenses	$200
Not-for-Profit Organizations	$22,500

City of Peachtree City
General Fund
Uses of Funds

General Fund Expenditures

	Proposed FY 2015 Budget
Bad Debt Expense	$0
CVB - Shared Labor	$180,964
Contingency - Legal Sevices	$225,000
Contingency - Technology	$45,000
Contingency - General Administration	$290,071
Total General Administration:	**$916,930**
Operating Transfers	
Transfer to PIP Fund	$158,000
Transfer to Fire/EMS Grants Fund	
Transfer to Debt Service Fund	2,994,949
Transfer to Amphitheater Fund	
Transfer to Airport Authority	102,000
Development Authority	$0
Total Interfund Transfers:	**$3,254,949**
General Fund Totals:	**$31,361,665**
Salary Vacancy/ OtherSavings:	-$603,796
Total Uses of Funds:	**$30,757,869**

Public Improvement Program Fund
FY 2015 Budget Summary

Revenues:

Transfer from General Fund	158,000
Equipment/Lease-Purchase Loans	1,101,882
G.O Bond Proceeds	
Facilities Authority Bond Proceeds	
State Grants	-
Interest/Other Revenue	$2,000
Impact Fees	
Total Revenues:	**$1,261,882**

Appropriations:

Public Works	$747,000
Community Services	$0
Public Safety	504,882
Administration	-
Contingency	$10,000
Total Appropriations:	**$1,261,882**

2015 Public Improvement Program

Expenditures	5 Year Plan	Debt Svce.	Term
Division Community Services			
F250 Pickup Truck replacement	$32,000	$7,093	5 yrs.
F350 Dump Truck replacement (B&G)	$54,000	$11,970	5 yrs.
Rubber Tire Loader replacement	$138,000	$30,590	5 yrs.
John Deere Track Loader replacement	$196,000	$43,446	5 yrs.
F350 Dump Truck replacement (PW)	$54,000	$11,970	5 yrs.
Toro Groundmaster Mower (new - B&G)	$57,000	$12,635	5 yrs.
Server & software - GIS (new)	$66,000	$14,630	5 yrs.
Street Light Install - SR 54 @ PT Pkwy, Robinson Rd., Carri	$0		
Citywide Bridge Maintenance	$150,000		
Public Services Total	**$747,000**		
Division: Leisure Services Services			
None			
Leisure Services Total	**$0**		
Division: Public Safety Services			
PD Police Vehicle Replacements (9 @ $57,807)	$231,228	$51,255	5 yrs.
Police Dept. Total:	$231,228		
FD Replace Medic Unit 83	$223,128	$36,704	7 yrs.
Lucas - CPR Machines (3 @ $16,842)	$50,526	$11,200	5 yrs.
Fire Dept. Total:	$273,654		
Public Safety Services Total	**$504,882**		
Administrative Services			
Administrative Services Total	**$0**		
Contingency Funds			
PIP Contingency	$10,000		
Total Expenditures	**1,261,882**		

Revenue Sources		
General Fund Transfer		158,000
Equipment Lease Loan Proceeds	$1,101,882	
State Grants		
Interest Revenue	$2,000	
Total Revenues		$1,103,882
Total Revenues & Transfers		**$1,261,882**

Equipment Lease/Purchase Program

Debt Service Funds
FY 2015 Budget Summary

	Fund 410 G.O Bonds	Fund 400 Other Debt	Total
Revenues:			
Ad Valorem Taxes	$587,193		$587,193
Other Taxes/Penalties	$11,728		$11,728
Surplus Carryover	$14,039	80,000	$94,039
Transfer from General Fund		$2,994,949	$2,994,949
Total Revenues	**$612,960**	**$3,074,949**	**$3,687,909**
Appropriations:			
General Obligation Bond Expenses	$618,845		$618,845
GMA Bricks & Mortar Loans		$1,828,590	$1,828,590
Equipment Lease-Purchase Loans		$1,246,359	$1,246,359
Total Appropriations	**$618,845**	**$3,074,949**	**$3,693,794**

Debt Service Detail
FY 2015

Description/Budget Year	FY 2015
B & M Loans/Recr Bond/Facil Bond:	
Police Station Construction (2000)	114,262
City-wide Capital Improv. (2001)	169,567
Tennis Center/Amph. Improv. (2001)	247,367
Land - Hwy 54W/Wynnmeade (2002)	86,880
Police/Fire/City Hall Renovations (2009)	230,053
Facilities Authority Bond (2011)	630,650
Facilities Authority Bond (2013)	349,811
Total B & M Loans:	1,828,590
Equipment Lease-Purchase Loans:	
Public Works Department	
Gasoline/Diesel Fuel System (2010)	5,239
Bobcat Skid Steer Loader (2012)	8,405
Dump Truck Repl (3) F-750s (2012)	48,957
Dump Bed Replacements (2) (2012)	9,165
Replacement Asphalt Spreader (2013)	
Kubota Track Hoe (2013)	13,399
Mechanical Lift (2013)	8,034
Sand Pro #5308 (replace) (2013)	4,416
Sand Pro #5323 (replace) (2014)	4,629
Bobcat Skid Steer (replace) (2014)	8,773
4x6 Gator Utility Vehicle (2014)	7,030
F-150 P/U Truck Repl. (2014)	7,093
F250 Pickup Truck repl. (2015)	7,093
F350 Dump Truck repl. (B&G) (2015)	11,970
Rubber Tire Loader repl. (2015)	30,590
John Deere Track Loader repl (2015)	43,446
F350 Dump Truck repl. (PW) (2015)	11,970
Toro Groundmaster Mower	12,635
Server & software - GIS (2015)	14,630
Total Public Works:	257,474
Recreation Department	
Recreation Department Totals:	0
Police Department	
5 P.D. Vehicle Replacements (2009)	11,000
1 Ford Expedition (2009)	1,627
Vehicle Replacements for FY 2010 (9)	19,000
Vehicle Replacements for FY 2012 (9)	92,247
Vehicle Replacements for FY 2013	73,853
Command Vehicle Repl (2013)	7,411
Police Video Repl-5 (2013)	6,184
Police Victory Motorcycle (2013)	9,153
Police Motorcycle- new 2nd unit (2013)	6,922

Debt Service Detail
FY 2015

Description/Budget Year	FY 2015
Records Management System (2014)	50,058
Vehicle Replacements for FY 2014	98,750
Vehicle Replacements for FY 2015	51,255
Police Department Totals:	427,460
Fire Department	
Replace Fire Engine 82 (2008)	70,263
[redacted]	1,926
[redacted]	15,600
Rescue 8 Replace/Surplus (2012)	41,879
Rescue Boat (2013)	5,437
[redacted]	7,233
[redacted]	26,874
Repl Exped - Asst. Ops./EMS (2014)	8,353
Repl 2 P/U w/ 1 SUV- FM (2014)	8,353
Patient Handling System (2014)	5,916
Replace Medic Unit 83 (2015)	36,704
Lucas - CPR Machines (2015)	11,200
Fire Department Totals:	239,738
General Administration	
Phase I Tech Upgrades (2012)	97,910
[redacted]	74,202
[redacted]	31,353
Citywide ERP System (2014)	82,249
Phase III Tech Upgrades (2014)	35,973
Total General Administration:	321,687
Total Equipment Lease:	1,246,359
Total Debt Service Expense:	3,074,949
Less: Use of Fund Balance	
2001 Bricks & Mortar Surplus/ Funds	$80,000
Transfer from General Fund:	2,994,949

Peachtree City
G.O. Bond Fund

Sources of Funds

Ad Valorem Tax Projections	FY 2015 Budget
Digest	$1,768,653,372
Projected Digest Increases	1.48%
One mill =	$1,768,653
Proposed millage rate	0.332
Millage Rate Percent Increase (Decrease)	0.00%
Millage Increase (Decrease)	0.000
Tax Revenue Generated	**$587,193**
Tax Revenue % Increase (Decrease)	1.48%
Other Revenues Generated:	
Intangible Tax	$8,348
Real Estate Transfer Tax	$1,216
Penalties	$2,165
Use of Fund Balance	$19,924
Total Other Fund Sources:	**$31,652**
Total Sources of Funds:	**$618,845**

Uses of Funds

G.O. Bond Debt Service Detail Description/Budget Year	FY 2015
2003 Refunding (G.O. Bonds)	**$201,353**
Principal	$180,000
Interest	$21,353
Airport G.O. Bond	**$0**
Principal	
Interest	
Library G.O. Bond (2011 Refunding)	**$414,350**
Principal	$350,000
Interest	$64,350
Administrative Expense- Bonds	$3,142
Total Bonds:	$618,845
Miscellaneous Expense	
Total G.O Bond Fund Expenses	$618,845

Stormwater Utility Fund
Operating & Capital Budget
Fiscal Year 2015

Revenues

Fund 521	Description		Amount
	Charges for Services	$ 2,322,349	
	Investment Income	5,500	
	Miscellaneous Revenue		
	Total Stormwater Revenues:		$ 2,327,849

Appropriations

Fund 521	Description		Amount
	Personnel Services & Benefits	$ 543,570	
	Purchased/Contracted Services	635,167	
	Supplies	193,618	
	Contingency	-	
	Capital Outlay	-	
	Depreciation & Amortization		
	Other Costs (Bad Debt Expense)	15,000	
	Debt Service	688,550	
	Other Financing Uses	-	
	Total Stormwater Appropriations:		$ 2,075,905

City of Peachtree City
Stormwater Utility Fund
Sources Uses of Cash for Bond Coverage
Fiscal Year 2014

	2015 Proposed Budget
Sources of Operating Cash:	
Stormwater Billings	2,389,549
Bad Debt Expense	(15,000)
Stormwater Credits	(85,500)
Miscellaneous Revenue	18,300
Interest Earnings (1)	2,500
Sources of Cash	2,309,849
Use of Operating Cash	
Salaries and Benefits	543,570
Other - Operating	828,785
Debt Service (2)	690,300
	2,062,655
Net Increase (Decrease) in Cash before Capital Items	247,194
Capital Items (3)	-
Net Increase (Decrease) in Cash after Capital Items (Available for Renewal & Extension)	$ 247,194
Net Revenue Available for Debt Service	$ 937,494
FY2014/2015 Debt Service Payments	690,300
Coverage (4)	1.36

(1) Only includes interest earnings on operations, not on bond proceeds investments.
(2) Cash Basis - Operating Budget figures based on full accrual
(3) Only includes those items not reimbursed by bond proceeds or renewal and and extension funds.
(4) There are no bond covenants requiring a minimum debt service coverage ratio

Amphitheater Fund
Operating and Capital Budget
Fiscal Year 2015

Revenues:

Charges For Services	$ 998,013	
Transfer from General Fund	-	
Sponsorship from CVB	55,000	
Total Revenues:		**$ 1,053,013**

Expenses:

Personnel Services and Employee Benefits	$ 79,507	
Purchased / Contracted Services	251,429	
Supplies	37,186	
Program Expenses	662,698	
Capital Outlay	-	
Reserve Fund Increase	22,193	
Total Expenses:		**$ 1,053,013**

City of Peachtree City
Special Revenue Funds

	FY 2012 Actual	FY2013 Actual	FY 2014 Amended Budget	FY 2014 Actual 05/31/2014	FY 2014 Estimated Year End	FY 2015 Proposed Budget
Hotel/Motel Tax Fund						
Beginning Cash/Fund Balance	$ -		$ -	$ -	$ -	$ -
Revenues - Hotel/Motel Taxes	885,033	949,294	1,138,400	871,309	1,315,680	1,341,994
Operating Transfers Out:						
Peachtree City Convention & Visitors	(590,022)	(592,459)	(569,200)	(374,938)	(657,840)	(670,997)
City General Fund	(295,011)	(356,835)	(569,200)	(374,938)	(657,840)	(670,997)
Ending Cash/Fund Balance	$ -	$ -	$ -	$ 121,434	$ -	$ -
Neighborhood Parks Fund						
Beginning Cash/Fund Balance	$ 19,809	$ 10,504	$ 11,386	$ 11,386	$ 11,386	$ 9,687
Revenues	665	1,008	-	4	8	-
Expenditures	(9,970)	(126)	(11,386)	(1,707)	(1,707)	-
Ending Cash/Fund Balance	$ 10,504	$ 11,386	$ -	$ 9,683	$ 9,687	$ 9,687
D.A.R.E. Program Fund						
Beginning Cash/Fund Balance	$ 1,829	$ 2,035	$ 1,256	$ 1,256	$ 1,256	$ -
Revenues	5,193	1,216	-	0	1	-
Expenditures	(4,987)	(1,995)	(1,256)	(289)	(1,257)	-
Ending Cash/Fund Balance	$ 2,035	$ 1,256	$ -	$ 967	$ -	$ -
State Seizure Fund						
Beginning Cash/Fund Balance	$ 7,902	$ 5,866	$ 110,472	$ 110,472	$ 110,472	$ -
Revenues	364	108,061	-	948	948	-
Expenditures	(2,400)	(3,456)	(110,472)	(7,905)	(111,420)	-
Ending Cash/Fund Balance	$ 5,866	$ 110,472	$ -	$ 103,514	$ -	$ -
HAZMAT Fund						
Beginning Cash/Fund Balance	$ 1,451	$ 1,452	$ 1,453	$ 1,453	$ 1,453	$ -
Revenues	1	1	-	1	2	-
Expenditures	-	-	(1,453)	(1,323)	(1,455)	
Ending Cash/Fund Balance	$ 1,452	$ 1,453	$ -	$ 131	$ -	$ -
Police Department Tuition Fund						
Beginning Cash/Fund Balance	$ 4,276	$ 4,279	$ 4,282	$ 4,282	$ 4,282	$ -
Revenues	3	3	-	2	4	-
Expenditures	-	-	(4,282)	-	(4,286)	-
Ending Cash/Fund Balance	$ 4,279	$ 4,282	$ -	$ 4,284	$ -	$ -
Youth Council Fund						
Beginning Cash/Fund Balance	$ 1,331	$ 2,571	$ 1,940	$ 1,940	$ 1,940	$ -
Revenues	213	16	-	283	283	-
Expenditures	(425)	(647)	(1,940)	(260)	(2,223)	-
Ending Cash/Fund Balance	$ 1,119	$ 1,940	$ -	$ 1,964	$ -	$ -
Public Safety Grants						
Beginning Cash/Fund Balance	$ 317	$ -	$ (9,969)	$ (9,969)	$ (9,969)	$ -
Revenues	152,003	36,002	44,745	21,860	44,745	-
Expenditures	(152,320)	(45,972)	(34,776)	(22,290)	(34,776)	-
Ending Cash/Fund Balance	$ -	$ (9,969)	$ -	$ (10,399)	$ -	$ -
Police CERT Grants/Donations Fund						
Beginning Cash/Fund Balance	$ 1,974	$ 7,482	$ (6,830)	$ (6,830)	$ (6,830)	$ -
Revenues	52,901	14,147	19,339	10,339	19,339	-
Expenditures	(47,393)	(28,459)	(12,509)	(6,664)	(12,509)	-
Ending Cash/Fund Balance	$ 7,482	$ (6,830)	$ -	$ (3,155)	$ -	$ -

City of Peachtree City
Special Revenue Funds

	FY 2012 Actual	FY2013 Actual	FY 2014 Amended Budget	FY 2014 Actual 05/31/2014	FY 2014 Estimated Year End	FY 2015 Proposed Budget
Police Grants/Donations Fund						
Beginning Cash/Fund Balance	$ 3,065	$ 4,699	$ 4,952	$ 4,952	$ 4,952	$ 4,952
Revenues	3,029	253	-	2	4	-
Expenditures	(1,395)	-	(4,952)	(695)	(4,956)	-
Ending Cash/Fund Balance	$ 4,699	$ 4,952	$ -	$ 4,259	$ -	$ 4,952
Explorer Troop Fund						
Beginning Cash/Fund Balance	$ 266	$ 1,452	$ 1,248	$ 1,248	$ 1,248	$ -
Revenues	1,686	1	-	1	1	-
Expenditures	(500)	(205)	(1,248)	-	(1,249)	-
Ending Cash/Fund Balance	$ 1,452	$ 1,248	$ -	$ 1,249	$ -	$ -
Federal Seizure Fund						
Beginning Cash/Fund Balance	$ 63,526	$ 70,018	$ 58,344	$ 58,344	$ 58,344	$ 59,587
Revenues	17,813	27,212	-	8,201	8,201	-
Expenditures	(11,321)	(38,886)	(58,344)	(6,958)	(6,958)	-
Ending Cash/Fund Balance	$ 70,018	$ 58,344	$ -	$ 59,587	$ 59,587	$ 59,587
Athletic Association Funds						
Beginning Cash/Fund Balance	$ 59,291	$ 37,554	$ 19,975	$ 19,975	$ 19,975	$ -
Revenues	41,243	22	-	-	20	-
Expenditures	(62,980)	(17,601)	(19,975)	(8,146)	(19,995)	-
Ending Cash/Fund Balance	$ 37,554	$ 19,975	$ -	$ 11,829	$ -	$ -
Tournament Fees Fund						
Beginning Cash/Fund Balance	$ 13,043	$ 5,356	$ -	$ -	$ -	$ -
Revenues	$ 20,244	$ 4		$ -	$ -	
Expenditures	$ (27,931)	$ (5,359)	$ -		$ -	
Ending Cash/Fund Balance	$ 5,356	$ 0	$ -	$ -	$ -	$ -
Keep Peachtree City Beautiful Fund						
Beginning Cash/Fund Balance	$ 10,388	$ -	$ -	$ -	$ -	$ -
Revenues	38,409	39,993	37,200	16,953	37,220	37,200
Expenditures	-		-		-	
Operating/Equity Transfers Out	(48,797)	(39,993)	(37,200)	(12,622)	(37,220)	(37,200)
Ending Cash/Fund Balance	$ -	$ -	$ -	$ 4,331	$ -	$ -
Total Special Revenue Funds						
Beginning Cash/Fund Balance	$ 188,468	$ 153,268	$ 198,509	$ 198,509	$ 198,509	$ 74,226
Revenues	1,218,800	1,177,234	1,239,684	929,903	1,426,456	1,379,194
Expenditures	(321,622)	(142,705)	(262,593)	(56,237)	(202,791)	-
Operating/Equity Transfers Out	(933,830)	(989,287)	(1,175,600)	(762,497)	(1,352,900)	(1,379,194)
Ending Cash/Fund Balance	$ 151,816	$ 198,510	$ -	$ 309,678	$ 69,274	$ 74,226

Attachment B

City of Peachtree City
Five-Year Financial Projections

General Fund	Actual FY 2013	Projected Actual FY 2014	Proposed Budget FY 2015	Model Budget FY 2016	Model Budget FY 2017	Model Budget FY 2018	Model Budget FY 2019
Beginning Unassigned/Committed Fund Balance	$10,627,747	$11,546,572	$10,265,487	$9,853,427	$9,438,651	$9,090,137	$8,765,064
Sources of Funds:	3.61%						
Percentage Increase in G.F. Revenue over Prior Year	0.55%	4.62%	3.18%	3.15%	1.64%	2.08%	2.24%
Total Revenues & Transfers In	$28,855,324	$29,411,774	$30,345,809	$ 31,301,431	$31,814,080	$32,477,284	$33,204,794
Uses of Funds:		5.67%	-1.24%	1.97%	1.75%	2.25%	1.84%
Departmental Operating Expenses	$24,352,411	$26,919,524	$27,189,786	$27,803,582	$28,289,653	$28,925,446	$29,457,992
Salary Vacancy/Other Savings:			($603,796)	($695,090)	($707,241)	($723,136)	($736,450)
General Administration Expenses	$500,012	$553,554	$916,930	$ 955,469	$970,743	$986,533	$1,002,859
Transfers to Other Funds/Authorities	$3,041,461	$3,219,781	$3,254,949	$ 3,652,245	$3,609,439	$3,613,513	$3,412,316
	3.43%						
Total Uses of Funds:	$27,893,884	$30,692,859	$30,757,869	$31,716,206	$32,162,594	$32,802,357	$33,136,717
Percentage Increase in G.F. Expenses over Prior Year	2.98%	7.33%	0.21%	3.12%	1.41%	1.99%	1.02%
Surplus / (Deficit)	$961,440	($1,281,085)	($412,060)	($414,775)	($348,514)	($325,073)	$68,077
Ending Fund Balance - General Fund	$11,589,187	$10,265,487	$9,853,427	$9,438,651	$9,090,137	$8,765,064	$8,833,142
Reserve Percentage	42%	33%	32%	30%	28%	27%	27%
Target Reserves (20% of Uses of Funds):	$5,578,777	$6,138,572	$6,151,574	$6,343,241	$6,432,519	$6,560,471	$6,627,343
Over (Under)	$6,010,410	$4,126,915	$3,701,853	$3,095,410	$2,657,618	$2,204,593	$2,205,798
Maintenance & Operation Millage Rates	6.756	6.756	6.756	6.985	6.985	6.985	6.985
M & O Millage Increase/Decrease	0.372	0.000	0.000	0.229	0.000	0.000	0.000
Percent Increase/Decrease	5.83%	0.00%	0.00%	3.39%	0.00%	0.00%	0.00%
Bond Millage Rates	0.422	0.332	0.332	0.332	0.327	0.318	0.211
Bond Millage Increase/Decrease	0.023	-0.090	0.000	0.000	-0.005	-0.009	-0.107
Percent Increase/Decrease	5.76%	-21.33%	0.00%	0.00%	-1.51%	-2.75%	-33.65%
Total Millage Rate Increases/(Decreases)	0.395	(0.090)	0.000	0.229	(0.005)	(0.009)	(0.107)

City Council of Peachtree City
Agenda
September 4, 2014
7:00 p.m.

I. **Call to Order**

II. **Pledge of Allegiance**

III. **Announcements, Awards, Special Recognition**
Proclamation – American Legion Day

IV. **Public Comment**

V. **Agenda Changes**

VI. **Minutes**
August 14, 2014, Special Called Meeting – Millage Rate Public Hearing
August 21, 2014, Special Called Meeting – Millage Rate Public Hearing, 7:30 a.m.
August 21, 2014, Special Called Meeting – 6:00 p.m.

VII. **Consent Agenda**
1. **Consider Renewal of Pond & Company as Transportation/Engineering Consultant**
2. **Consider Support for Fayette County Hazard Mitigation Plan Update**

VIII. **Old Agenda Items**
08-14-01 Consider Text Amendments for Brent West Village Documents

IX. **New Agenda Items**
09-14-01 Consider Approval of FY2015 CVB Budget

X. **Council/Staff Topics**
Hot Topics Update

XI. **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
Special Called Meeting Minutes
August 14, 2014
6:00 p.m.

The Mayor and Council of Peachtree City met in a special called meeting on Thursday, August 14, 2014, at City Hall. Mayor Vanessa Fleisch called the meeting to order at 6:00 p.m. Other Council Members attending: Terry Ernst, Eric Imker, Mike King, and Kim Learnard.

The purpose of the special called meeting was to hold a public hearing on the 2014 millage rate.

Financial Services Director Paul Salvatore said this was the first of three required public hearings regarding the proposed one mill increase to the Maintenance & Operation millage rate, which would increase the millage rate from the current 6.756 mills to 7.756 mills. The Bond rate would remain the same at 0.332 mills.

Salvatore gave a breakdown of the one mill increase, which was estimated at $1,743,716. The list included the following:

• Landscaping Improvements	$ 635,000	($253,000 FY2014 + $382,000 FY2015)
• Infrastructure Improvements	$ 200,000	(mainly bridge maintenance)
• Increase in path maintenance	$ 75,000	
• Increase in Street Paving – G/F	$ 717,000	
• Litter Removal (KPTCB)	$ 45,760	
• Technology improvements	$ 70,956	
	$1,743,716	

Salvatore continued that the Special Purpose Local Option Sales Tax (SPLOST) had generated $2 million annually in the budget. The proposed one mill increase would put $1.7 million back into the budget.

Salvatore concluded by saying staff believed they were presenting a budget in conformance with Council's state goals and objectives throughout the budget process, particularly in regard to landscaping, keeping up with infrastructure following the expiration of the SPLOST, litter removal, and some additions to the City website. Those were the components behind the one mil increase.

Fleisch opened the public hearing. No members of the public spoke. The public hearing closed.

City Manager Jim Pennington said the guiding document in developing the budget had been the strategic planning goals developed by Council in January. Staff had followed up with approximately four workshops to ensure the budget was addressing those goals.

Learnard asked for an example, and Pennington noted Council was interested in improving golf cart access across Crosstown Road. Following a study and a workshop that showed serious problems, they learned that could lead to some serious issues and was not currently feasible.

Number two on the list was to complete the employee pay and classification study, which should be completed by the end of August.

The third goal, all though all had received a highest priority ranking from Council, was to determine the best method for maintaining grounds, landscaping, and mowing in the City, and this item was addressed in the budget.

Learning noted that the grounds maintenance priority was directly related to two of the bullet items included in the proposed millage increase. She added the litter removal item had been included at $45,000, which was $100,000 less than had been proposed by other companies.

Pennington said another priority had been the Battery Way dock structure, and that item was completed but could not be installed at the current time due to the lake issues. Ernst emphasized to attendees that the dock was ready to go and would be replaced.

An annexation program workshop would be held in the next month on plans developed by staff and reviewed by the Atlanta Regional Commission.

Fleisch noted there had been no available funding source for street and path paving once the SPLOST expired, so the millage rate increase helped to address those unfunded items.

King addressed cart path maintenance, saying said one thing he frequently heard through the City was that they should increase the $12 every five years for golf cart registration. He asked if state law impacted that idea. Pennington said that $15 was the maximum and it had to be at least every five years.

King said the sentiment from the public was that would be a worthwhile venture supported by the community. He asked if a $50 per year registration fee would cover paving costs. Pennington said staff currently did the registration during one year every five years. Performing the registration annually would also require the staffing costs to manage the program. It could be done, but might not yield the expected net revenue.

Pennington said the traffic study was another element to look at traffic on the west side. Those priorities had been the guiding factor in developing the budget and seeing what could realistically be accomplished.

Resident Garrett Merkley addressed Council, saying he did not think most citizens wanted a tax increase, but questioned if showing up and speaking against it mattered. Council assured him that public comments were factored in. Merkley said he ran a business and had to cut expenses. He asked if the City looked at possible cuts, and if there was a plan on what could be cut if the millage rate were not increased. He asked what other input Council received from the public beyond the public hearings.

Council each noted they received emails on topics throughout the year. Ernst said every email was answered, and if it was important to a citizen, it was important to Council.

Merkley said Council had noted in an earlier meeting that they received complaints about landscaping. He asked if the complaints were always from the same people, because he and many others thought the City was beautiful.

Fleisch said in her five years on Council and as Mayor, the top to subjects of citizen complaints she received were traffic on Highway 54 West and the overall landscaping of the City following the disbandment of the City landscaping crews in 2009. Fleisch said contracting some of the services had difficulties due to a set mowing schedule but varied growth rates and missed locations. Landscaped medians were slowly being taken over by City staff crews now, and they were doing a wonderful job. Progress was being made, but there was still a lot of work to do.

Pennington noted that the City had hundreds of acres of parks, miles of medians and right-of-way, including the state highways. Highway 74 alone was nearly 16 miles, with right of way on both sides and the median. Peachtree Parkway, Robinson Road, and all the other major roads added to that.

Ellen Minette said she and her husband were retired but believed taxes were the responsibility of every citizen in a democratic society. They had no problem paying the taxes. They had lived in New York City, and every time it snowed, the Upper East Side had their roads plowed first, and the rest of the City had to wait two days. With that in mind, she asked how the landscaping and street paving dollars were allocated throughout the City.

Fleisch noted that the City streets and paths were actually rated, and the lowest rated received attention first. Minette asked if those items were available on the web site. City Clerk Betsy Tyler said the proposed budget, along with the street and path ratings, were available on the site and that a map with landscaping zones could be added according to the Public Services Director, Jon Rorie. Rorie then explained that there were 471 subdivision islands and 171 subdivision signs they were responsible for maintaining. The budget only included $20,000 for landscaping materials, and the budgeted amount was for personnel and equipment to maintain these areas. The City was currently paying contractors for most of these services with less than great results. Staff was not picking specific sites for landscaping, but was addressing all of them in rotation. Similarly for mowing, major thoroughfares throughout the City received mowing priority, followed by secondary streets. The money and time addresses all of these in a standard rotation.

Rorie said staff also received emails about problem areas, such as specific subdivision signs, and those items might have to be coordinated into the regular cycle when crews were already going to be there.

Bill Posey asked about the City's survey on subdivision signs, saying he thought the decision had been made to eliminate the deteriorating signs. Rorie said the survey had been conducted, but there was considerable support for maintaining them at some level. Funding had been included in the budget to address signage in the coming year.

Posey congratulated Council on an aggressive step in correcting what he had seen as a downhill slide on cart path maintenance and roadway appearances over the past ten years.

There being no further business, King moved to adjourn the meeting. Ernst seconded. Motion carried unanimously. The meeting adjourned at 6:35 p.m.

Betsy Tyler, City Clerk

Vanessa Fleisch, Mayor

City Council of Peachtree City
Special Called Meeting Minutes
August 21, 2014
7:30 a.m.

The Mayor and Council of Peachtree City met in a special called meeting on Thursday, August 21, 2014, at City Hall. Mayor Vanessa Fleisch called the meeting to order at 7:30 a.m. Other Council Members attending: Terry Ernst, Eric Imker, Mike King, and Kim Learnard.

The purpose of the special called meeting was to hold a public hearing on the 2014 millage rate.

Financial Services Director Paul Salvatore noted this was the second of three required public hearing regarding the proposed one mill increase to Maintenance & Operation millage rate, which would increase the millage rate from the current 6.756 mills to 7.756 mills. The Bond rate would remain the same at 0.332 mills.

Salvatore gave a breakdown of the one mill increase, which was estimated at $1,743,716. The list included the following:

• Landscaping Improvements	$635,000	($253,000 FY2014 + $382,000 FY2015)
• Infrastructure Improvements	$200,000	(mainly bridge maintenance)
• Increase in path maintenance	$ 75,000	
• Increase in Street Paving – G/F	$717,000	
• Litter Removal (KPTCB)	$ 45,760	
• Technology improvements	$ 70,956	
	$1,743,716	

Salvatore continued that the Special Purpose Local Option Sales Tax (SPLOST) had generated $2 million annually in the budget. The proposed one mill increase would put $1.7 million back into the budget.

Fleisch opened the public hearing.

Phil Prebor said the City needed to spend its money wisely. He had e-mailed members of Council concerning the budget, and he had received feedback. Not many citizens were involved in the public hearings, and Prebor said that was a credit to Council. People said the City was a nice place to live, but it was looking somewhat rundown. He would like to see a drill down analysis of stormwater fees.

Glen Adams noted he owned three houses in the City he had fixed up and rented. He had just sold one. There was no profit when the taxes were added. He moved to the City in 2006, and he had lost faith in the City's decision-making. His peers were also frustrated, and he said they saw no reason for the City to purchase a helicopter (scrivener's note: no helicopter had been purchased or was being proposed), have more police cars than officers, lay off Public Works employees, charge an inventory tax higher than other cities, and more. He pointed out that property values had not increased by one mill, and the City should be doing things more efficiently. He agreed the roads needed repairs, but he was not sure about the stewardship of the funds, pointing out that the roads in Morallion Hills were repaved six years ago, and a former mayor lived in that subdivision. The roads had been worse in his subdivision, and they had still not been repaved. A retired Army engineer, Adams noted that patches would not work on the one-base on Peachtree Parkway. The citizens had lost trust in Council. He asked Council to put out a list of priorities for roads and cart paths. He did not want to sell his houses, but he had too. There was no profit margin.

Russell Guillory said there were three areas driving the proposed millage increase and the pay raise. He understood the City lost the Special Purpose Local Option Sales Tax, but raising the millage rate to compensate was not appropriate. The City had not justified the reason to double the funding for roads. Adjustments should be made within the budget. He appreciated Council's desire to address the landscaping complaints. Many cities managed contracted mowers. He recommended the City continue to use contracted services augmented by City teams. The City had not shown employee pay was under market. Raises should be given to everyone for inflation or individual raises should be given to positions below market. He continued that an increase in taxes could have a negative effect. Taxes should be kept low to keep the City vibrant. If the City's taxes grew more than the surrounding communities, Council was not likely to accomplish its goals.

The public hearing closed.

Learnard noted there was a metric for the roads on the City website. City Manager Jim Pennington said two workshops had been held on the roads and paths, with presentations showing the roads needing repairs and the associated costs.

Fleisch recalled she had received an e-mail from Adams, saying she had forward his e-mail to the City Manager. She added that the paths were also rated and prioritized for repairs and paving. She said the landscaping had been outsourced in 2009, and the City had slowly been taking the landscaping back. She continued that the $635,000 budgeted included manpower and equipment, so some of that funding was a one-time cost.

Imker showed those attending the meeting how to find the road and path priority lists on the City website. He also asked the citizens for their e-mails, saying he wanted to correct some inaccuracies in their statements and follow up on some things.

Pennington said there would not be a 3% salary increase. It was a placeholder while staff waited for the results of a pay and classification study. Guillory said the 3% salary increase was driving the millage increase, asking if it would not be wise to wait for the results of the study.

Salvatore said a 2% cost of living increase was built-in with no increase in the budget or millage rate. The Public Works director salary had been eliminated, and there had been a decrease in the cost of the pension fund by $60,000 annually for two years. Those two things would take care of 1% of the 3%. He continued the 3% was a place holder. The study could say the salaries were fine. It would not be an across the board 3% raise.

Salvatore continued that the funds for paving had not been doubled. Guillory said the City should be able to maintain the roads without a SPLOST and from the General Fund without raising taxes. The City would have been about to double funds for road maintenance if the funding had been left at the level it was on before the SPLOST.

There being no further business, Imker moved to adjourn the meeting. Ernst seconded. Motion carried unanimously. The meeting adjourned at 7:56 a.m.

Pamela Dufresne, Deputy City Clerk	Vanessa Fleisch, Mayor

City Council of Peachtree City
August 21, 2014
Special Called Meeting Minutes
6:00 p.m.

The Mayor and Council of Peachtree City met in a Special Called Meeting on Thursday, August 21, 2014. Mayor Vanessa Fleisch called the meeting to order at 6:00 p.m. Others attending: Mike King, Terry Ernst, Kim Learnard, and Eric Imker.

The purpose of the meeting was to enter into Executive Session to discuss pending or threatened litigation.

King moved to convene into Executive Session at 6:01 p.m. Imker seconded. Motion carried unanimously.

Learnard moved to reconvene in Regular Session at 6:40 p.m. Imker seconded. Motion carried unanimously.

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

The meeting adjourned at 6:45 p.m.

____
Betsy Tyler, City Clerk

____
Vanessa Fleisch, Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor and City Council**
VIA:	**City Manager** **Financial Services Director** P.S. **Assistant Financial Services Director** ICB **Accounting Manager** **Purchasing Agent** **Community Services Director** **Public Services Director**
FROM:	**City Engineer**
DATE:	**August 28, 2014**
SUBJECT:	**Extension of Annual Contract for Transportation Engineering Services** ***September 4, 2014 City Council Meeting***

Recommendation:

Staff recommends that Council authorize the City Manager to sign a new annual contract with Pond and Company for transportation engineering services for the exact same terms and fees as the existing contract.

Discussion:

Staff has been working with Pond and Company since 2010 on various transportation engineering related projects. Staff is pleased with their work and sees no need to change consultants at this time. Pond has also agreed to work under the same unit rates as provided in 2010. Therefore Staff recommends that the City continue to use Pond for transportation related services.

Budget Impact:

Since this is a contract for "on-call" services, there is no guaranteed minimum amount; however, the maximum that may be expended in any fiscal year is $100,000 without Council approval. In addition, any project that would be worked on by Pond would have to be budgeted and approved under the City's normal Fiscal Controls.

Attachments – Existing on-call contract

PEACHTREE CITY
PLAN TO STAY™

PURCHASING DEPARTMENT
151 WILLOWBEND ROAD
PEACHTREE CITY, GA 30269
PHONE: 770-487-7657
FAX: 770-631-2505
WWW.PEACHTREE-CITY.ORG

PEACHTREE CITY, GEORGIA

Annual Contract for Transportation Engineering Services

AGREEMENT

THIS CONTRACT, made and entered into as of the 13th day of DECEMBER 2010 by and between Peachtree City, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as the "City"), and POND & COMPANY (hereinafter referred to as the "Consultant").

WITNESSETH THAT:

WHEREAS, the City desires to engage the Consultant to perform certain services relating to: **TRANSPORTATION ENGINEERING SERVICES.**

WHEREAS, the Consultant is fully staffed with professional engineers, environmental specialists and technicians and is fully equipped to perform such services.

NOW, THEREFORE, the City and the Consultant in consideration of the promises and mutual obligations contained herein, the sufficiency of which is hereby expressly acknowledged, and under the conditions hereinafter set for, do agree as follows:

SECTION 1

EMPLOYMENT OF CONSULTANT

The City hereby engages the Consultant and the Consultant hereby aggress to perform the services hereinafter set forth.

SECTION 2

SCOPE OF SERVICES

The Consultant shall perform and carry out services as specified herein in conformance with the standard practices and procedures of its profession. The times and locations of the services will be on an "as needed" project basis for the life of the contract. The City or its representative shall notify the Consultant, either verbally or in writing, as to the time, location and type of services required for each project. Since this is an annual contract and the need for services is not know at this time of execution, the City does not guarantee any minimum amount. The City has set a maximum amount of this Contract at One Hundred Thousand Dollars ($100,000.00) for each fiscal year of the City. No work shall be performed by Consultant which will result in the value of this Contract exceeding One Hundred Thousand Dollars ($100,000.00) for any fiscal year of the City unless such additional expenditures are approved, in writing, by the City Council of the City prior to such work being performed by Consultant.

SECTION 3

SERVICES PROVIDED BY CONSULTANT

The Consultant agrees to perform the services in accordance with the agreement, the unit fee schedule and the general conditions, all of which are attached hereto as Exhibit "A" and are incorporated into the contract by express reference. All services shall be performed in accordance with applicable stands and acceptable engineering practice. Any modifications to this contract shall be in writing and shall be made only with the express approval of the parties hereto. Any modifications to this contract must be approved by the City Council of the City prior to such modifications becoming effective.

The Consultant shall perform the work under the Contract in compliance with all applicable laws and in compliance with all applicable codes. All plans and specifications shall bear the signature and seal of the Consultant, which shall be prima facie evidence that the ENGINEER has exercised the degree of skill and professional competence required of professional engineers licensed in the State of Georgia and that the Consultant has not practiced beyond the limits of his field of specialty or expertise.

The Consultant, by the execution of this AGREEMENT contracts that he is possessed of that degree of care, learning, skill and ability which is ordinarily possessed by other members of his profession and further contracts that in the performance of the duties herein set forth he will exercise such degree of care, learning, skill and ability as is ordinarily employed by professional engineers licensed to practice in the State of Georgia under similar conditions and like circumstances and shall perform such duties without neglect, and shall not be liable except for failure to exercise such degree of care, learning, skill and ability. Any other provision of this Contract to the contrary notwithstanding, the Consultant shall not receive any fee on account of increases in cost resulting from change orders necessitated by errors or oversights of the Consultant.

As a condition for entry of this Contract, the Consultant represents, warrants and covenants that at the time of entry of this Contract, and during the term thereof, the Consultant shall observe and comply with all applicable laws governing equal employment opportunities, including the employment of persons with disabilities, as defined by the Americans with Disabilities Act of 1991. Furthermore, the Consultant shall maintain a drug free workplace as required by Georgia law during the term of this Contract.

SECTION 4

SERVICES PROVIDED BY THE CITY OF PEACHTREE CITY

It is agreed and understood that certain services, if required, will be performed and furnished by the City in a timely manner so as not to delay the Consultant unduly in Consultant's performance of said obligations. The aforesaid services shall include the following:

a. Information to the Consultant: Providing to the Consultant all task criteria, and full information as to the City's requirements for each work order.

b. City Staff giving Notice of Problems: Giving prompt written notice to the consultant whenever the City or its representative observes or otherwise becomes aware of any defect in the project or any changed circumstances which might affect the Consultant's work on any assignment.

c. Access to Property: Guaranteeing access to the work site and making necessary provisions for the Consultant to enter upon public and private property as required of the Consultant to perform his services under this Contract.

SECTION 5

CONTRACT TIME

The contract time for the services described in the Unit Practice Schedule is to commence immediately upon execution of this Contract by the City and shall expire on December 31, 2010. Thereafter, unless terminated as set forth herein or unless either party provides at least thirty (30) days written notice prior to the expiration date, this Agreement shall automatically renew for three (3) additional one (1) year terms beginning on January 1 and ending on December 31 of each such year. Any request for services to be performed by the Consultant on or before the contract expiration date shall constitute a valid order and the contract time shall be extended accordingly.

SECTION 6

COMPENSATION FOR SERVICES

As full compensation for the performance of services, the City shall duly pay the Consultant the prices stipulated in the Unit Price Schedule, attached hereto and incorporated herein by reference. Such payment shall be made only for the actual quantities of work accomplished as determined and approved in writing by the City through inspections and measurements of the work completed.

a. Payment: The Consultant shall bill for his services on a work order basis for actual work performed. Invoices shall be itemized according to the Unit Price Schedule attached hereto and incorporated herein by reference. Any variation from this fee schedule must be approved in writing by the City prior to execution of the work. Invoices for payment shall be submitted by the tenth(10^{th}) calendar day of the current month for previous month's work to the Accounts Payables Department to facilitate processing for payment by the 30^{th} of the current month.

b. No unit price can be increased during the life of the contract, except with the express written approval of the City.

c. The City has set a maximum amount of this Contract at One Hundred Thousand Dollars ($100,000.00) for each fiscal year of the City. No work shall be performed by Consultant which will result in the value of this Contract exceeding One Hundred Thousand Dollars ($100,000.00) for any fiscal year of the City unless such additional expenditures are approved, in writing, by the City Council of the City prior to such work being performed by Consultant

SECTION 7

GENERAL CONDITIONS

a. Indemnification: Consultant agrees to protect, defend, indemnify, and hold harmless the City, its Council members, agents and employees for any liabilities, damages, claims, suits, liens, and judgments, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent caused, in whole or in part, by the negligent acts or willful misconduct of the Consultant. Consultant's obligation to protect, defend, indemnify, and hold harmless, shall also extend to any claims for the alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort, or any actual or alleged violation of trade regulations arriving out of the performance of Consultant's duties under this contract.

b. Outside Bids: The City has the right to solicit outside bids or let separate contracts.

c. Subcontracting: The Consultant shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the City's prior written approval. The City will not approve any subcontractor for work covered by this Contract that has not been recommended for approval by the City.

d. Audits and Inspections: At any time during normal business hours, and as often as the City may deem necessary, the Consultant shall make available for examination to the City and/or representatives of the City, for examination of all of its records with respect to all matters covered by this Contract. It shall also permit the City and/or its representatives to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other relating to all matters covered by this Contract. The Consultant shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on each project and used in support of its project proposal and shall make such material available at all reasonable times during the period of the Contract and for three years from the date of final payment under the Contract, for inspection by the City or any reviewing agencies, and copies thereof shall be furnished upon request. The Consultant agrees that this provision shall be included in any agreements it may make with any subcontractor, assignee, or transferee.

e. Ownership, Publication, Reproduction and Use: All documents and materials prepared pursuant to this Contract are the property of the City. The City shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared under this Contract without according credit of authorship.

f. Oral Agreements or Conversations: No oral agreements or conversation with any representative of the City, either before, during or after the execution of this Contract, shall affect or modify any of the Contract's terms or general conditions.

g. Conflict of Interest: The Consultant agrees that it presently has no interest, and shall acquire no interest, whether direct or indirect, that would conflict in any material manner with the performance of its services hereunder. The Consultant further agrees that no person having such an interest will be utilized in the performance of this Contract.

h. Termination of Contract for Cause: If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant shall materially violate any of the covenants, agreements or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination, and specifying the effective date thereof, at least five (5) days before the effective date of such termination. Continual failure to maintain the scheduled level of effort as proposed and prescribed shall constitute cause for termination. In such event, all finished or unfinished documents, data, and reports prepared by the Consultant under this Contract shall become the property of the City, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such document, as well as for any other work performed as of the termination date.

i. Termination for Convenience of City: The City may terminate this Contract for its convenience at any time by providing thirty (30) days written notice to the Consultant. If the Contract is terminated by the City, the Consultant will be paid compensation for those services actually performed. Partially completed tasks will be compensated on the basis of a signed Statement of Completion to be submitted by the Consultant which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

All expenses shall be properly documented and submitted to the City for processing and payment. The City Council shall be the final authority in the event of any disputes over authorized costs.

j. Cooperation with Other Consultants: If the City undertakes or awards other contract for additional project-related work, the Consultant shall fully cooperate with such other consultants and City employees or appointed committee(s), and carefully accommodate its own work to such additional work as may be directed by the City. The Consultant shall not commit or permit any act which will materially interfere with the performance of work by any other Consultant or by City employees.

k. Confidentiality: The Consultant agrees that its conclusions and any reports generated pursuant to a project are for the confidential information of the City and that it will not disclose its conclusions in whole or in part or any persons whatsoever, other than to submit its written documentation to the City, and will only discuss the same with the City or its authorized representatives.

Articles, papers, reports, or other materials reporting the results and findings of the work conducted under this Agreement, shall not be presented publicly or published without prior approval in writing by the City.

It is further agreed that if any information concerning a project, its conduct, results, or data gathered or processed should be released by the Consultant without prior approval from the City, the release of same shall constitute grounds for the termination of this Contract without indemnity to the Consultant, but should any such information be released by the City or by the Consultant with prior written approval of the City, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

SECTION 8

INSURANCE

Prior to execution of the contract, and at all times that this Contract is in force, the Consultant shall obtain, maintain and furnish to the City Certificates of Insurance from licensed companies doing business in the state of Georgia and acceptable to the City covering:

a. Statutory Worker's Compensation Insurance:

   i) Employer's Liability

   Bodily Injury by Accident - $100,00000 each accident
   Bodily Injury by Disease - $500,00000 policy
   Bodily Injury by Disease - $100,00000 each employee

b. Comprehensive General Liability Insurance

   i) $1,000,000 limit of liability per occurrence for bodily injury and property damage
   ii) Owner's and Contractor's Protective
   iii) Blanket Contractual Liability
   iv) Blanket "X:, "C", and "U"
   v) Products, Completed Operations Insurance
   vi) Broad Form Property Damage
   vii) Personal Injury Coverage
   viii) Fire Legal Liability

c. Auto Liability

   i) $1,000,000.00 limit of liability per occurrence for bodily injury and property damage
   ii) Comprehensive form covering all owned, non-owned and hired vehicles

d. Umbrella Liability Insurance

   i) $1,000,000.00 limit of liability
   ii) Coverage at least as broad as primary coverage outlined under Items 1,2 and 3 above

e. Professional Liability Insurance

   i) $1,000,000.00 limit of liability per occurrence for bodily injury and property damage

f. The shall be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.

g. The cancellation provision should provide 30 days notice of cancellation

h. Certificate holder should read:

   City of Peachtree City
   151 Willowbend Road
   Peachtree City, GA 30269

i. Insurance Company must have an A.M. Best Rating of A-9 or higher.

j. Insurance Company must be authorized to do business in Georgia by the Georgia Secretary of State.

k. Insurance Company must be authorized to do business in Georgia by the Georgia Insurance Department.

SECTION 9

SUCCESSORS AND ASSIGNS.

City and Consultant each is hereby bound and the partners, successors, executors, administrators, assigns and legal representatives of each are bound, to the other party to this Contract and to the partners, successors, executors administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Contract.

Neither City nor Consultant shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Contract without the written consent of the other.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than City and Consultant

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized agents, have signed and sealed this agreement.

Executed this 16th day of December 20 10.

PEACHTREE CITY, GEORGIA

ATTEST: [signature] BY: Betsy Tyler

Clerk, Peachtree City

Mayor or City Manager, Peachtree City of Peachtree City

CONSULTANT

ATTEST: [signature]

Title: City Manager

BY: [signature]

Title: VICE PRESIDENT

Approved as to Form:

By: [signature]

Staff Attorney

Peachtree City, Georgia

Exhibit "A"

Unit Fee Schedule

See Attached.

POND

Pond & Company

Responsive People. Real Partners.

Architects
Engineers
Planners

3500 Parkway Lane
Suite 600
Norcross, GA 30092

P 678.336.7740
F 678.336.7744
www pondco.com

Rate Schedule

Unit Rates

Basic Service Rates

Principal	$ 175 /hr
Senior Engineer	$ 125 /hr
Project Manager	$ 135 /hr
Project Engineer 3	$ N/A /hr
Project Engineer 2	$ 95 /hr
Project Engineer 1	$ 85 /hr
Staff Engineer 2	$ 80 /hr
Staff Engineer 1	$ 75 /hr
Environmental Scientist	$ 62 /hr
Senior Planner/Landscape Architect	$ 120 /hr
Planner/Landscape Architect 2	$ 105 /hr
Planner/Landscape Architect 1	$ 95 /hr
Senior Land Surveyor	$ 115 /hr
Land Surveyor	$ 75 /hr
Survey Crew (3 Person)	$ 135 /hr
Survey Crew (2 Person)	$ 110 /hr
Senior Engineering Technician	$ N/A /hr
Engineering Technician 2	$ N/A /hr
Engineering Technician 1	$ 65 /hr
Field Technician	$ 60 /hr

Special Service Rates

Information Technology (IT) Technician	$ 60 /hr
Senior Administrative Assistant	$ N/A /hr
Administrative Assistant	$ 55 /hr
Clerical	$ 55 /hr
Subconsultants and Reimbursables	Cost + 10 %

If particular class employee is not part of your organization, put N/A.

POND&CO-01 TOBI

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/3/2010

PRODUCER (678) 690-5990
Crow Friedman Group of Georgia, Inc.
1255 Lakes Pkwy
Bldg 100 Suite 120
Lawrenceville, GA 30043

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Pond & Company
3500 Parkway Lane
Suite 600
Norcross, GA 30092

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Phoenix Insurance Company	
INSURER B: Travelers Indemnity Co. of America	25666
INSURER C: Travelers Property & Casualty Co. of Ame	25674
INSURER D: Hudson Insurance Company	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PROJECT LOC	680-2006L883	5/1/2010	5/1/2011	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 1,000,000
						MED EXP (Any one person)	$ 10,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 2,000,000
B		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	BA-2008L852	5/1/2010	5/1/2011	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
C		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ 10,000	CUP-6430Y423	5/1/2010	5/1/2011	EACH OCCURRENCE	$ 5,000,000
						AGGREGATE	$ 5,000,000
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	UB-5848Y669	5/1/2010	5/1/2011	WC STATU-TORY LIMITS / OTH-ER	
						E.L. EACH ACCIDENT	$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D		OTHER Professional Liability	AEE71012-05	11/12/2009	11/12/2010	Each Claim	$5,000,000
D		Professional Liability	AEE71012-05	11/12/2009	11/12/2010	Aggregate	$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Re: Contract Awarded Transportation Engineering Services Agreement

CERTIFICATE HOLDER

City of Peachtree City
Attn: Angela Egan
151 Willowbend Raod
Peachtree City, GA 30269-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE David L Edwards

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: Dr. James L. Pennington, City Manager
Joseph O'Conor, Fire Chief

FROM: Clint Murphy, Assistant Fire Chief

DATE: August 21, 2014

SUBJECT: Support for Fayette County Hazard Mitigation Plan Update
September 4, 2014 *City Council Agenda*

Recommendation:

The Fire Department requests the Mayor to sign the attached letter of support for the Fayette County Hazard Mitigation Plan Update.

Discussion:

The Fayette County Emergency Management Agency is in the process of updating the federally required Fayette County Hazard Mitigation Plan. This plan maintains compliance for state and federal grants, disaster reimbursement funding, identifies risks and outlines strategies to mitigate both natural and man made hazards in Fayette County.

The process requires that the City of Peachtree City will commit staff to the update and provide necessary information as required. The plan update is required to be completed by September 2015 and I will serve as the point of contact for our jurisdiction to the Hazard Mitigation committee.

Budget Impact:

This project should have no budget impact.

August 21, 2014

Terry Lunn, Director
Georgia Emergency Management Agency
Hazard Mitigation Division
Post Office box 18055
Atlanta, Georgia 30316

Dear Mr. Lunn:

Please accept this letter of support for the upcoming Fayette County Hazard Mitigation Plan update. As in the past, the City of Peachtree City is pleased to provide the required resources and information for inclusion of the plan update.

The City of Peachtree City welcomes the opportunity to participate in the plan and the effort of the emergency management agency to further reduce the risk of hazards in our community through participation in the plan update.

Assistant Fire Chief Clint Murphy will serve as our representative for the plan update.

Sincerely,

Vanessa Fleisch
Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **City Council**

VIA: **City Manager**
Community Services Director

FROM: **Senior Planner** David

DATE: **August 29, 2014**

Re: **Consider Amendments to LUR-14 Limited Use Residential Zoning Ordinance, Kolter Homes (Brent West Village, LLC tract)**
Additional information for consideration

Kolter Homes presented a series of proposed text amendments to the LUR-14 zoning ordinance for discussion at the August 21 City Council meeting. The amendments included both minor and major modifications to the existing ordinance. The minor text amendments were endorsed by Council and have been incorporated into a red-lined version of the LUR-14 zoning ordinance (Attachment "A").

Following a lengthy discussion related to the major text amendments, the Applicant agreed to withdraw their request to a number of the major text amendments as initially proposed.

There are three major text amendments they would like Council to consider:

<u>Section 1013A.4 (g) 1.</u>

1. All transportation enhancements identified within Attachment "A" of GRTA's Notice of Decision (dated December 20, 2006) shall be constructed at no cost to the city and open to the public prior to issuance of ~~the first~~ **no more than 200** Certificates of Occupancy for ~~any~~ residential dwelling units within this development. Such traffic enhancements were imposed as conditions by GRTA on the entire DRI, which included both developments. Accordingly, the enhancements should be constructed based upon an agreement between Brent West Village, LLC and John Wieland Homes and Neighborhoods, and their successors and assigns, and should be based on each party's pro-rata share of traffic generated by each development based upon the information considered by GRTA. Evidence of such agreement between Brent West Village, LLC and John

Wieland Homes and Neighborhoods shall be provided to the City prior to the approval of any plats for the development of the property.

Staff recommendation:
Until we have a clear understanding of the status of construction for MacDuff Parkway, to include a detailed schedule for submittal of the construction plans; a detailed schedule for the commencement of construction and completion of the roadway, the construction of the bridge spanning the CSX railroad, the construction of intersection improvements and signal installation at the MacDuff Parkway/ Senoia Road/ Kedron Drive intersection, and the completion of off-site improvements to the Kedron Drive extension as identified in the Notice of Intent, Staff does not support the issuance of any Certificates of Occupancy for any additional homes within Wilksmoor Village.

Section 1013A.4 (g) 3.

3. In accordance with Section 723.2 of the city's Buffer Ordinance, a continuous 50' wide (minimum) city-owned greenbelt buffer shall be established for any residential development adjacent to a community collector road and a continuous 50' wide tree-save and landscape buffer shall be established for any non-residential development adjacent to a community collector road.

   It is understood these buffer areas may be enhanced with berms, fencing and landscaping once clearing and grading is complete. A detailed landscape plan shall be prepared and submitted to City Staff and the Planning Commission for review and approval prior to any disturbance to or the installation of any enhancements within these buffer areas.

Staff recommendation:
Staff supports this request and has provided additional language that requires the preparation of a landscape plan for review and approval by the City Landscape Architect and the Planning Commission.

Section 1013A.4 (g) 21.

21. Should a suitable tract of land be made available to the city at no cost, the city will consider relocating the proposed fire station site such that it will not be located within 1,000 LF of the main entrance into the subdivision. In this case, "suitable" shall mean a site that meets the needs of fire and emergency services; a site that will not create additional gaps in coverage or service areas; a site that has access to adjoining roadways; a site with readily available utilities; and a site with no

significant grading and/ or fill issues, environmental impacts or other design issues.

Staff recommendation:

Staff supports this request subject to the wording as proposed by Staff.

Ordinance Number ~~919~~ ___(LUR-14 – AS AMENDED)

AN ORDINANCE TO AMEND THEPEACHTREE CITY ZONING ORDINANCETO AMEND THE LUR-14 LIMITED USE RESIDENTIAL ZONING DISTRICT SPECIFICALLY FOR A 403.093-ACRE TRACT OF LAND BORDERED BY THE TOWN OF TYRONE TO THE NORTH, THE CITY OF PEACHTREE CITY TO THE EAST, UNINCORPORATED FAYETTE COUNTY TO THE SOUTH, AND LINE CREEK TO THE WEST FOR A SINGLE-FAMILY DETACHED RESIDENTIAL SUBDIVISION,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 the same, that a 403.093-acre parcel within the West Village and bordered by the Town of Tyrone to the north, the city of Peachtree City to the east, unincorporated Fayette County to the south and Line Creek to the west be rezoned from its current designation of A-R Agricultural Residential (Fayette County) to LUR-14 Limited Use Residential (Peachtree City) by amending Section 1013A Specific limited-use residential areas and adding Section 1013A.14 as follows:~~

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, Requiremnets by District, Section 1013A.14, Limited-use Residential, District No. 14, of the Peachtree City Zoning Ordinance, be repealed in its entirety and replaced as follows:

(Section 1013A.14) Limited-use residential district no. 14

(a) ~~Upon application by Levitt & Sons,~~The zoning of a single tract of land as~~-~~described below shall be ~~rezoned~~ amended as follows. ~~from its present zoning classification of A-R Agricultural Residential (Fayette County) to LUR-14 Limited Use Residential (Peachtree City).~~ Said property is more particularly described as follows:

All that tract or parcel of land lying and being in Land Lots 166, 167, 182, 183 & 184 of the 7th District, Fayette County, Georgia and being more particularly described as follows:

BEGINNING at a concrete monument found at the Land Lot corner common to Land Lots 167, 168, 182 & 183; thence along the Land Lot line common to Land Lots 167 & 168 South 89°43'36" East, a distance of 439.82 feet to a 1/2 inch rebar found; thence South 89°45'09" East, a distance of 1086.10 feet to an iron pin set; thence South 01°00'58" East, a distance of 1460.99 feet to a large rock found; thence South 88°17'23" East, a distance of 929.48 feet to an iron pin set; thence South 00°53'45" West, a distance of 510.84 feet to an iron pin set; thence South 88°49'38" East, a distance of 510.84 feet an iron pin set on the Land Lot line common to Land Lots 155 & 167; thence along said Land Lot line South 00°53'45" West, a distance of 1032.86 feet to an iron pin set at the Land Lot corner common to Land Lots 155, 156, 166 & 167; thence along the Land Lot line common to Land Lots 166 & 167 North 89°45'08" West, a distance of 414.24 feet to a 3/4 inch pipe found; thence along said Land Lot line South 89°27'40" West, a distance of 466.12 feet to a railroad iron found; thence along said Land Lot line North 88°51'41" West, a distance of 542.37 feet to a 1 inch pipe found; thence South 00°17'52" East, a distance of 1602.14 feet to a 1/2 inch rebar found; thence North 89°39'07" West, a distance of 2347.47 feet to a point in the centerline of Line Creek, which is also the Fayette/Coweta County line; thence along the centerline of Line Creek, a

Attachment "A"

portion of which is a dry run, the following calls: North 38°47'06" West, a distance of 30.36 feet to a point; thence North 63°38'51" West, a distance of 49.22 feet to a point; thence North 80°19'35" West, a distance of 35.81 feet to a point; thence North 49°05'59" West, a distance of 36.70 feet to a point; thence North 34°49'25" West, a distance of 41.94 feet to a point; thence North 72°07'03" West, a distance of 33.58 feet to a point; thence South 67°41'22" West, a distance of 40.11 feet to a point; thence South 79°21'08" West, a distance of 36.59 feet to a point; thence North 76°04'41" West, a distance of 34.85 feet to a point; thence North 52°38'01" West, a distance of 59.54 feet to a point; thence North 42°19'45" West, a distance of 65.45 feet to a point; thence North 32°19'20" West, a distance of 66.27 feet to a point; thence North 34°15'43" West, a distance of 55.88 feet to a point; thence North 03°15'54" West, a distance of 109.73 feet to a point; thence North 26°14'23" West, a distance of 129.71 feet to a point; thence North 03°06'45" West, a distance of 22.40 feet to a point; thence North 46°46'31" East, a distance of 50.61 feet to a point; thence North 16°54'09" East, a distance of 50.88 feet to a point; thence North 02°03'29" East, a distance of 45.06 feet to a point; thence North 26°18'04" West, a distance of 31.29 feet to a point; thence North 15°15'06" West, a distance of 101.06 feet to a point; thence North 25°11'47" East, a distance of 88.79 feet to a point; thence North 25°55'45" East, a distance of 114.64 feet to a point; thence North 45°30'53" East, a distance of 43.17 feet to a point; thence North 11°01'20" East, a distance of 33.07 feet to a point; thence North 42°34'11" West, a distance of 75.36 feet to a point; thence North 78°23'10" West, a distance of 35.59 feet to a point; thence North 14°18'30" West, a distance of 67.96 feet to a point; thence North 21°51'37" East, a distance of 51.38 feet to a point; thence North 18°09'42" West, a distance of 34.05 feet to a point; thence North 54°23'14" West, a distance of 37.40 feet to a point; thence North 84°29'03" West, a distance of 39.44 feet to a point; thence North 71°19'41" West, a distance of 83.66 feet to a point; thence North 81°39'08" West, a distance of 74.85 feet to a point; thence South 84°16'47" West, a distance of 28.44 feet to a point; thence North 88°32'10" West, a distance of 46.67 feet to a point; thence North 32°40'29" West, a distance of 43.36 feet to a point; thence North 12°55'54" East, a distance of 50.32 feet to a point; thence North 17°39'42" East, a distance of 37.27 feet to a point; thence North 60°00'05" East, a distance of 44.53 feet to a point; thence North 36°48'16" East, a distance of 39.10 feet to a point; thence North 03°46'52" West, a distance of 32.14 feet to a point; thence North 21°49'54" West, a distance of 58.66 feet to a point; thence North 35°13'52" East, a distance of 110.86 feet to a point; thence North 09°20'36" East, a distance of 47.96 feet to a point; thence North 07°56'09" West, a distance of 27.50 feet to a point; thence North 66°24'49" West, a distance of 42.83 feet to a point; thence North 76°47'06" West, a distance of 61.90 feet to a point; thence North 38°14'31" West, a distance of 81.72 feet to a point; thence North 15°15'05" West, a distance of 43.78 feet to a point; thence North 12°01'24" West, a distance of 143.86 feet to a point; thence North 18°20'11" West, a distance of 81.86 feet to a point; thence North 00°04'25" East, a distance of 71.09 feet to a point; thence North 11°32'24" East, a distance of 122.83 feet to a point; thence North 09°48'59" East, a distance of 48.06 feet to a point; thence North 72°43'53" West, a distance of 92.65 feet to a point; thence North 08°33'43" West, a distance of 63.10 feet to a point; thence North 06°34'44" East, a distance of 56.79 feet to a point; thence North 23°18'25" West, a distance of 50.48 feet to a point; thence North 65°32'14" West, a distance of 43.27 feet to a point; thence North 21°15'55" West, a distance of 73.57 feet to a point; thence North 13°15'53" East, a distance of 38.81 feet to a point; thence North 16°37'38" West, a distance of 56.20 feet to a point; thence North 81°37'01" East, a distance of 38.47 feet to a point; thence

South 80°28'21" East, a distance of 36.34 feet to a point; thence North 86°42'15" East, a distance of 29.62 feet to a point; thence North 05°07'33" East, a distance of 44.46 feet to a point; thence North 16°08'35" West, a distance of 39.25 feet to a point; thence North 03°51'01" East, a distance of 58.78 feet to a point; thence North 12°01'16" West, a distance of 83.67 feet to a point; thence North 37°28'07" West, a distance of 82.84 feet to a point; thence North 70°30'30" West, a distance of 59.28 feet to a point; thence North 42°31'47" West, a distance of 57.04 feet to a point; thence North 19°58'47" East, a distance of 54.97 feet to a point; thence North 07°58'06" East, a distance of 46.37 feet to a point; thence North 10°45'37" West, a distance of 63.53 feet to a point; thence North 02°38'07" West, a distance of 114.06 feet to a point; thence North 15°44'15" West, a distance of 95.37 feet to a point; thence North 21°19'17" West, a distance of 103.22 feet to a point; thence North 08°02'57" West, a distance of 71.21 feet to a point; thence North 13°41'56" West, a distance of 112.38 feet to a point; thence North 31°54'56" West, a distance of 72.80 feet to a point; thence South 84°01'54" West, a distance of 78.17 feet to a point; thence North 63°28'01" West, a distance of 54.07 feet to a point; thence North 30°19'25" West, a distance of 105.16 feet to a point; thence North 69°44'14" West, a distance of 100.62 feet to a point; thence North 66°56'48" West, a distance of 101.30 feet to a point; thence South 79°21'14" West, a distance of 52.51 feet to a point; thence North 78°33'18" West, a distance of 39.53 feet to a point; thence North 39°25'22" West, a distance of 94.05 feet to a point; thence North 18°23'45" West, a distance of 69.83 feet to a point; thence North 37°19'15" West, a distance of 78.86 feet to a point; thence North 41°15'10" West, a distance of 79.40 feet to a point; thence North 35°02'09" West, a distance of 93.91 feet to a point; thence North 07°51'20" East, a distance of 62.59 feet to a point; thence North 48°16'00" East, a distance of 97.38 feet to a point; thence North 35°55'02" East, a distance of 81.99 feet to a point; thence North 07°38'27" West, a distance of 93.10 feet to a point; thence North 01°57'49" East, a distance of 85.73 feet to a point; thence North 11°34'58" West, a distance of 103.52 feet to a point; thence North 23°15'01" West, a distance of 91.16 feet to a point; thence North 51°54'26" West, a distance of 189.20 feet to a point; thence North 43°10'55" West, a distance of 125.65 feet to a point; thence North 59°09'37" West, a distance of 71.40 feet to a point; thence North 70°42'14" West, a distance of 49.05 feet to a point; thence North 67°11'52" West, a distance of 78.94 feet to a point; thence North 03°07'23" East, a distance of 33.71 feet to a point; thence South 82°11'45" East, a distance of 35.36 feet to a point; thence North 34°11'49" East, a distance of 31.66 feet to a point; thence North 16°13'02" West, a distance of 49.07 feet to a point; thence North 36°30'02" West, a distance of 57.85 feet to a point; thence leaving the centerline of Line Creek South 87°07'59" East, a distance of 385.64 feet to a 1/2 inch rebar found; thence South 01°08'14" East, a distance of 189.03 feet to a 3/4 inch rebar found; thence South 81°07'45" East, a distance of 646.97 feet to a 3/4 inch rebar found; thence South 47°18'21" East, a distance of 499.44 feet to a 1 inch axle found on the Land Lot line common to Land Lots 182 & 183; thence along said Land Lot line North 89°54'23" East, a distance of 1659.88 feet to a concrete monument found, being the POINT OF BEGINNING.

Said tract contains 403.093 acres or 17,558,737 square feet of land.

(b) This tract is illustrated on the Boundary and Topography Survey prepared by Rochester & Associates, Inc. (last revised August 14, 2006), a copy of which is attached hereto as Exhibit "A" and incorporated herein by express reference.

It is intended that the LUR-14 zoning district be established specifically for a 650-unit single-family detached residential subdivision to be developed substantially in accordance with the following express conditions:

(c) *Conformance with master plan.*

Development shall take place in conformance with the master plan prepared by ~~DeVictor Langham~~Rochester & Associates, Inc. (last revised ~~November 8, 2007~~July 11, 2014), a copy of which is attached hereto as Exhibit "B" and incorporated herein by express reference. Any substantive change to this plan or any of the conditions and requirements of this section shall require a new rezoning action.

It is understood the concept plat for the proposed subdivision shall be submitted to City Staff and the Planning Commission for review and approval in accordance with the established plat review process.

(d) *Permitted uses.*

1. ~~No more than 650 single-family detached units shall be permitted within the overall subdivision, with the following lot breakdown:~~

   ~~(a) 176 lots shall measure no less than 50' x 120'~~

   ~~(b) 186 lots shall measure no less than 50' x 120'~~

   ~~(c) 177 lots shall measure no less than 70' x 120'~~

   ~~(d) 111 courtyard homes measuring no less than 57' x 83' SF/ unit~~Single-family detached residential units.

2. A clubhouse, including an outdoor pool, tennis courts and other customary accessory uses.

3. Publicly owned building, facility or land.

4. Building, facility or land for the distribution of utility services.

5. Building, facility or land for non-commercial park, recreation or open space purposes.

6. Accessory uses (see Section 908).

7. Customary home occupations (see Section 907).

(e) *Conditional uses.*

No conditional uses shall be permitted within this zoning district.

(f) *Other requirements.*

1. Minimum floor area per dwelling unit: 585 units shall have no less than 1,500 SF of heated floor area.~~1,500 SF.~~ The remaining 65 units shall have no less than 1,350 SF of heated floor area.

2. Minimum zoning lot area: As described herein and shown on the concept plat approved as a part of the rezoning.

3. Maximum number of dwelling units: ~~A total of 650 residential units, including no more than 539 single-family detached units and 111 courtyard homes will be permitted.~~650.

4. Minimum lot width: As described herein and shown on the concept plat approved as a part of the rezoning.

5. Minimum front building setback: ~~15'~~10' as measured from the property line; provided that each dwelling unit provides at least two paved parking spaces off the right-of-way; at least one of those spaces must be within a fully enclosed garage, and no part of the garage shall be within 20' of the ~~right-of-way~~back of sidewalk.

6. Minimum side setbacks: 0'; provided that at least a 10' separation is maintained between dwellings, and further provided, that at least one 20' separation is provided between every 10 dwelling units.

7. Minimum rear setbacks: ~~20'~~10'.

8. Maximum building height: Two stories, plus a basement.

9. Parking: As set forth within the city's Parking Ordinance.

10. Signs: As set forth within the city's Sign Ordinance.

11. Driveways: ~~No more than four dwelling units within the courtyard homes portion of the development may share a common driveway~~Common driveways shall not be permitted, with the exception of those driveways shared by golf carts and located within recorded easements.

12. Tree save and landscape buffers: All tree save areas within the subdivision shall be delineated with tree save fencing and approved by the city prior to any land disturbance activities. These areas shall be maintained with natural vegetation and/ or enhanced with berming, fencing and landscaping. No vegetation shall be removed from these areas without prior city approval.

13. Greenbelts: A 100' greenbelt shall be provided along the northern property boundary separating this development from the Shamrock Industrial Park. A 50' greenbelt shall be provided around the perimeter of the development. A 50' greenbelt shall be provided adjacent to MacDuff Parkway as required by the city's Buffer Ordinance. All greenbelt areas shall be dedicated to the city.

13. Architectural concept: A unified architectural concept for the overall subdivision must be developed and approved by the Planning Commission. The architectural design, building materials and color selections of all buildings and structures on the site must be substantially the same. Each home with a side elevation facing a public street shall include architectural detailing on the side elevation to avoid creating a blank wall facing the public street.

14. Development concept: Development shall take place substantially in conformance with the approved concept plat (Exhibit "B"), as well as the design concepts presented with the zoning request and approved as a part of the

concept. Substantial deviation from the approved concept plat or design concepts shall require city council approval.

(g) *The overall development of the tract is subject to the following understandings and conditions:*

1. All transportation enhancements identified within Attachment "A" of GRTA's Notice of Decision (dated December 20, 2006) shall be constructed at no cost to the city and open to the public prior to issuance of ~~the first~~ no more than 200 Certificates of Occupancy for any residential dwelling units within this development. Such traffic enhancements were imposed as conditions by GRTA on the entire DRI, which included both developments. Accordingly, the enhancements should be constructed based upon an agreement between ~~Levitt & Sons~~Brent West Village, LLC and John Wieland Homes and Neighborhoods, and their successors and assigns, and should be based on each party's pro-rata share of traffic generated by each development based upon the information considered by GRTA. Evidence of such agreement between ~~Levitt & Sons~~Brent West Village, LLC and John Wieland Homes and Neighborhoods shall be provided to the City prior to the approval of any plats for the development of the property.

2. MacDuff Parkway shall be designed to city standards as a Community Collector and shall include a 24' wide median (as measured from back of curb) with vertical curb and gutter. The road section shall also include two travel lanes at a minimum width of 16' each, as measured from edge of pavement. The road shall be designed within an 80' right-of-way (minimum).

3. In accordance with Section 723.2 of the city's Buffer Ordinance, a continuous 50' wide (minimum) city-owned greenbelt buffer shall be established for any residential development adjacent to a community collector road and a continuous 50' wide tree-save and landscape buffer shall be established for any non-residential development adjacent to a community collector road.

   It is understood the buffer areas may be enhanced with berms, fencing and landscaping once clearing and grading is complete. A detailed landscape plan shall be prepared and submitted to City Staff and the Planning Commission for review and approval prior to the installation of any enhancements within these areas.

4. The Applicant shall coordinate with City Staff to identify locations of traffic calming devices and shall incorporate these into the design and construction of MacDuff Parkway at no cost to the city.

5. The Applicant shall coordinate with City Staff to determine if a multi-use path tunnel can be constructed underneath MacDuff Parkway as a part of the road improvements. Should a location be identified, the Applicant shall design and construct the tunnel as a part of the MacDuff Parkway extension at no cost to the city.

6. The Applicant shall coordinate with City Staff to determine locations of multi-use paths throughout the development, and shall extend the multi-use path from the multi-use bridge spanning the CSX rail line to the existing path on Kedron Drive between the Belvedere and Sagamore subdivisions.

7. The Applicant shall coordinate with the Fayette County Water Department and the Peachtree City Fire Department to ensure appropriately sized water lines are constructed as a part of the MacDuff Parkway extension. In addition, the Applicant shall be responsible for installing all utilities within the right-of-way of MacDuff Parkway.

8. The Applicant shall be responsible for installing landscaping within the median and right-of-way of MacDuff Parkway as a part of the road construction and maintaining these areas until the roads are accepted by the city. Following this dedication, the maintenance of the landscaping within the right-of-way shall be the sole responsibility of the Homeowner's Association in perpetuity.

9. There shall be no more than 650 total lots within the overall subdivision. The concept plat submitted as a part of the annexation and rezoning request is illustrative only. The developer shall prepare a detailed development plan, which must 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 similar to what is shown on the concept plat once final engineering documents are prepared.

10. Existing vegetation within the areas identified as open space on the concept plat shall be protected prior to, during and following construction activities.

11. The buffer separating the residential lots along the northern property boundary shall be increased to no less than 100' in width, and this area shall be dedicated to the city as greenbelt.

12. Existing vegetation within the 50' buffer around the perimeter of the property shall be preserved to the greatest extent practicable prior to, during and following construction activities. These areas shall be dedicated to the city as greenbelt.

13. The overall development shall comply with the city's post-construction stormwater runoff management ordinance and provide water quality Best Management Practices (BMP's) on greenbelt areas dedicated to the city.

14. The location of the floodplain shall be field located and surveyed prior to preparation of the engineering drawings. Absolutely no development shall be permitted within the floodplain<u> with the exception of perpendicular road and utility crossings</u>.

15. The maintenance of all internal parks, landscaped areas, signage and subdivision entrances shall be the sole responsibility of the developer and/ or the Homeowner's Association.

16. The Applicant shall establish deed covenants for the overall subdivision that shall limit rental units to no more than 20 percent of the total number of dwelling units in the subdivision. The covenants shall provide for the strict enforcement of the limit on rental units, and the developer shall establish the administrative structure for that enforcement prior to sale of the first dwelling unit in the subdivision.

17. The developer shall pay impact fees for each residential lot within the subdivision as identified within the city's Impact Fee Ordinance.

18. At the Applicant's request, the Property and units constructed thereon shall be restricted to housing for older persons as defined in 42 U.S.C. § 3607. Said development shall be intended and operated for occupancy by persons 55 years of age or older, and at least 80 percent of the occupied units shall be occupied by at least one person who is 55 years of age or older. The City shall publish and adhere to policies and procedures that demonstrate the intent required under this provision. In addition, the Developer and its successors and assigns shall comply with rules issued by the Secretary of the United States Department of Housing and Urban Development for verification of occupancy, which shall: provide for verification by reliable surveys and affidavits; and include examples of the types of policies and procedures relevant to a determination of compliance with the requirement of this Paragraph 18.

19. The annexation and rezoning is conditioned upon the execution of the Development Agreement between the City and the Applicant attached hereto. The Development Agreement shall be recorded in the Deed Records of the Clerk of the Superior Court of Fayette County, Georgia, so as to provide notice of the conditions of this zoning to all parties in interest.

20. The annexation and rezoning as proposed is conditioned upon the annexation of the John Wieland Homes and Neighborhoods tract to the south.

21. Should a suitable tract of land be made available to the city at no cost, the city will consider relocating the proposed fire station site such that it will not be located within 1,000 LF of the main entrance into the subdivision. In this case, "suitable" shall mean a site that meets the needs of fire and emergency services; a site that will not create additional gaps in coverage or service areas; a site that has access to adjoining roadways; a site with readily available utilities; and a site with no significant grading and/ or fill issues, environmental impacts or other design issues.

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.

Done, Ratified, and Passed this ______ day of __________ 2014.
~~All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed in their entirety.~~

~~Done, Ratified, and Passed this 3rd day of May 2007.~~

____

~~Harold K. Logsdon~~Vanessa Fleisch, Mayor

Attest:

City Clerk

Peachtree City
GEORGIA
Convention and Visitors Bureau

Date: August 28, 2014

To: City Council

From: Peachtree City CVB Board of Directors
Executive Director

RE: Approval of FY 2015 Proposed Budget

Request:

The Peachtree City CVB Board of Directors met on Wednesday, August 20, 2014 in a regular scheduled meeting and approved the FY 2015 Proposed Budget. City Council is now asked to approve the FY 2015 Proposed Budget as presented in the agenda packet.

Summary:

The FY 2015 Proposed Budget demonstrates the focus of the Convention & Visitors Bureau on marketing of the City of Peachtree City as a tourism destination for conventions, sports events, and group travel. The CVB Board of Directors also presents in the agenda packet a review of the strategic plan for FY2015.

Fiscal Year 2015

2014 In Review

- 2014 Achievements
  - Produced virtual golf cart tour of Peachtree City
  - Created new responsive web site for visitpeachtreecity.com
    - Launched on Mar 12th 2014 with an average of 137 visitors per day. Compared to the old site, the visitor rate increased by 72% (compared to the month before)
    - Compared to last year same period the unique visitor rate went up 43% (unique visitors: 3387 (2013) to 4840 (2014)).
  - Hosted travel writers FAM Trip- 12 "A" List Writers from across the country
  - Hosted an informational meeting with local restaurants to engage in tournament and group marketing
  - Increased social media to include Pinterest and Blogging
    - FB Likes increased to 3,060 and Tweets and Followers are up to 1507
  - Expanded hours at the Visitors Center to include weekends (2,457 visitors YTD)
  - Recruited Divas Half Marathon and 5K- September 6 (Estimated 15,000 people over 3 days). Runners from all 50 states are expected plus 3 foreign countries and over 75% will be driving in(more than 1.5 hours)or flying in.
  - Recruited Powerman Duathalon- Nov 8
  - Partnered with the Recreation Department to help produce 4^{th} Fest
  - Continued Partnership with Rotary on Dragon Boats and International Festival
  - Geo-Caching Efforts expanded to become a certified Geocaching Tour
  - Revised Film Tour to include current film sites and information on Pinewood Studios and expand Walking Dead portion of the tour
  - Hired full time group sales coordinator
  - Implemented Sports Grant
  - Completed Application for Gold Certification from GACVB

2015 Marketing

- Print
  - Continue print advertising efforts in major trade publications and include Georgia Trend, Southern Living and Convention South
  - Create rack card for VICS in place of Visitors Guide
- Digital
  - Expand digital advertising to concentrate on feeder markets
  - Produce digital magazine
  - Monitor and Promote activity on Trip Advisor
  - Continue monthly Peachbits with further involvement of local restaurants and hotels
- Social
  - Add Instagram and increase social media responses and posts in-house. Goal for instagram is 750 for 2015
  - Add social media dashboard to web site
- Events
  - Host 2 FAM Trips (1 writers and 1 meeting planner)
- Other
  - Research possibility of purchasing a tourism Kiosk to be placed in high visibility location such as The Avenues
  - Implement Survey Monkey for post event feedback
  - Produce Sports video for web site
  - Research the possibility of breaking the Guinness Book of World records by having the longest golf cart parade. Current record is 3,321 set by the Villages in Fla.
  - Research a tourism capital improvement grant

Sales and Professional Development

- Attend a minimum of 4 industry tradeshows
  - Connect
  - Rejuvenate
  - Collaborate
  - NASC
- Recruit a minimum of 5 new events or conferences to Peachtree City
  - 10 Site Visits
- Attend Southeast Tourism Society Marketing College
- Continue active membership in GAMPI, GSAE, Plan Your Meetings and Atlanta Metro Travel Association
- Attend Governors Conference on Tourism
- Partner on hotels for support with groups and conferences
- Increase hotel/motel tax revenue by 4%

2015 Operational Goals

- Implementation of new financial software
- Implementation of new software and POS system for Visitors Center
- Financial Policy Manual Updated
- Employee Manual Updated

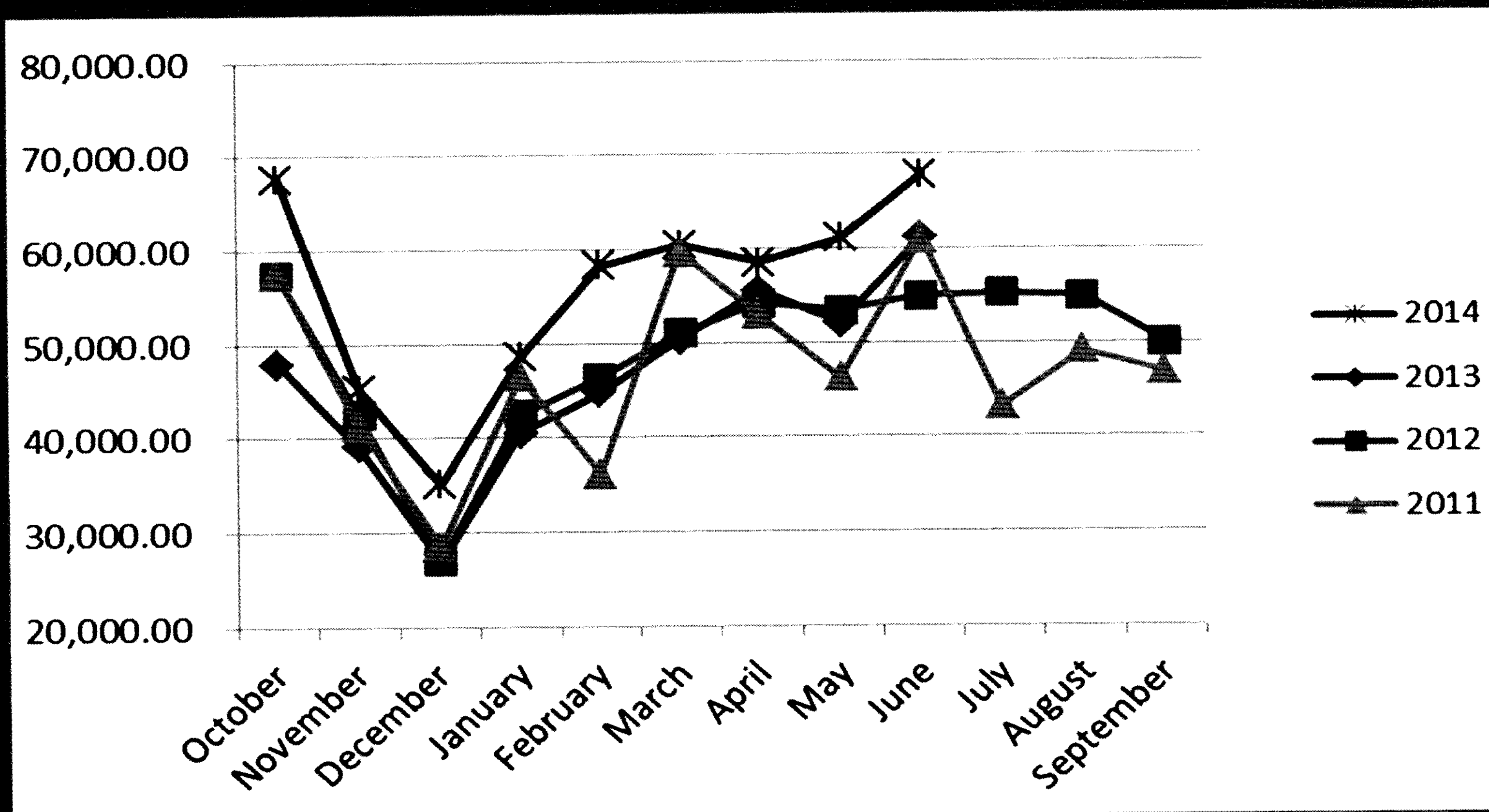
Performance Measures

Peachtree City Convention & Visitors Bureau, Inc.
Quarterly Report - June 2014

Performance Goals *	Apr 2013 - Jun 2013	Apr 2014 - Jun 2014	FY 2013 YTD	FY 2014 YTD
Conferences/Trade Shows Attended/Exhibited	1	1	2	3
FAM Tours/Site Visits	10	8	10	10
Facebook Followers	318	261	1,859	3,008
Twitter Followers	63	164	1,000	1,507
Website Unique Visits	7,807	7,029	20,618	25,345
Website Page Views	23,171	21,228	56,059	62,443
Direct Inquiries (E-Mail, Phone, Visitors Center Visits)	427	1,015	850	2,457
Magazine Leads	2,739	4,140	5,629	7,900
Welcome Packets/Brochure***	1,272	670	2,737	4,236
Hotel/Motel Tax (April - June Collections)*****	$166,191	$196,950	$415,809	$502,975
YouTube Views - Discover Life Video (Lifetime Views 33,141)	2,639	2,020	4,529	6,226
YouTube Views -Golf Cart Tour ****	N/A	855	N/A	4,505
BookDirect Referrals (Website Hotel Booking)	160	235	434	548
Hotel Performance Indicators *	**Apr-13**	**Apr-14**	**2013 YTD (Running 12 months)**	**2014 YTD (Running 12 Months)**
RevPar	$60.33	$64.34	$50.53	$57.21
Occupancy	63.20%	66.70%	55.10%	60.70%

*Fiscal Year Basis unless noted otherwise
****Golf Cart Tour loaded to YouTube in December
*****Hotel Tax increased to 8% in August 2013

Hotel Tax Revenue 2011 - 2014



2014 Budget Highlights

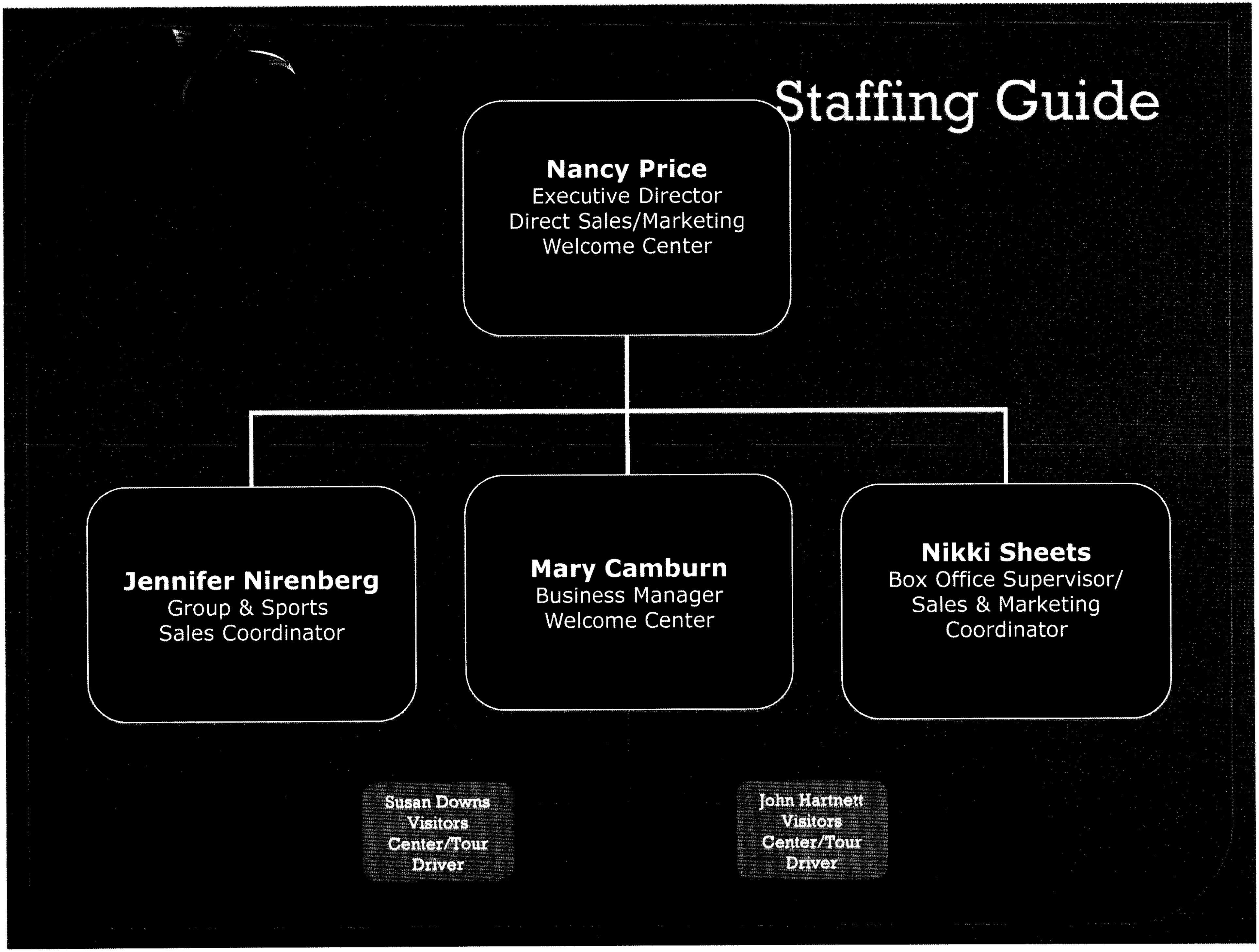
- The Hotel Tax Transfer from the City is budgeted to match the City's FY2014 Proposed Budget.
- The CVB expects to hold the International Festival again next year with registration fees collected in the amount of $2,500. The CVB has had great success selling merchandise with the annual Christmas Ornament and Fourth of July T-shirts and is budgeting $13,500 in merchandise sales again this year.
- The CVB has also budgeted this year for the Southern Hollywood Film Tour. The tour is budgeted to break even.
- The CVB currently contracts with the City for Marketing and Administrative Services utilizing three City employees. The budgeted reimbursement of services is $193,753 which is comprised of 81% of salaries & benefits for the Executive Director, 73% of salaries and benefits for the Business Manager, and 74% of salaries and benefits for the Sales & Marketing Coordinator/Box Office Supervisor.
- Personnel Services include the Full Time Sports and Group Sales Coordinator, two Part Time Visitors Center Staff/Film Tour Drivers and one new position, a Part Time Seasonal Staff Person for the Visitors Center.
- Professional Services includes Social Media Services as well as a Special Events Independent Contractor.
- Sales, Marketing and Promotion expenses comprise 63.0% of the FY2015 budget which reflects the continued focus on the main goals of the CVB mission. The large dollar increase from last year to $437, 939 is due to funds being directed to Advertising and Tourism Events.
- The Advertising Budget includes print and web advertising that reaches out to Convention Travel Sales, Sports Event Travel Sales as well as leisure travel. The CVB will also be starting a digital magazine this year as well as establishing a social media dashboard for staff.
- Tourism Events include supporting City Recreation Product Development, marketing efforts of the Amphitheater, International Festival, the DIVA Half Marathon, Sports Grants, two Familiarization Tours and other miscellaneous events and trade shows.
- Included in Sales, Marketing and Promotion are travel to four trade shows during the year by the Sports and Group Sales Coordinator to recruit sports tournaments, conferences, and reunions to Peachtree City.
- Administrative and General Operations expenses include audit, legal and insurance expenses as well as reimbursement to the Amphitheater in the amount $11,400 for utilities and other shared expenses such as the copier.
- The contingency of $37,595 is designated for capital grants for tourism facilities.

Sources of Funds

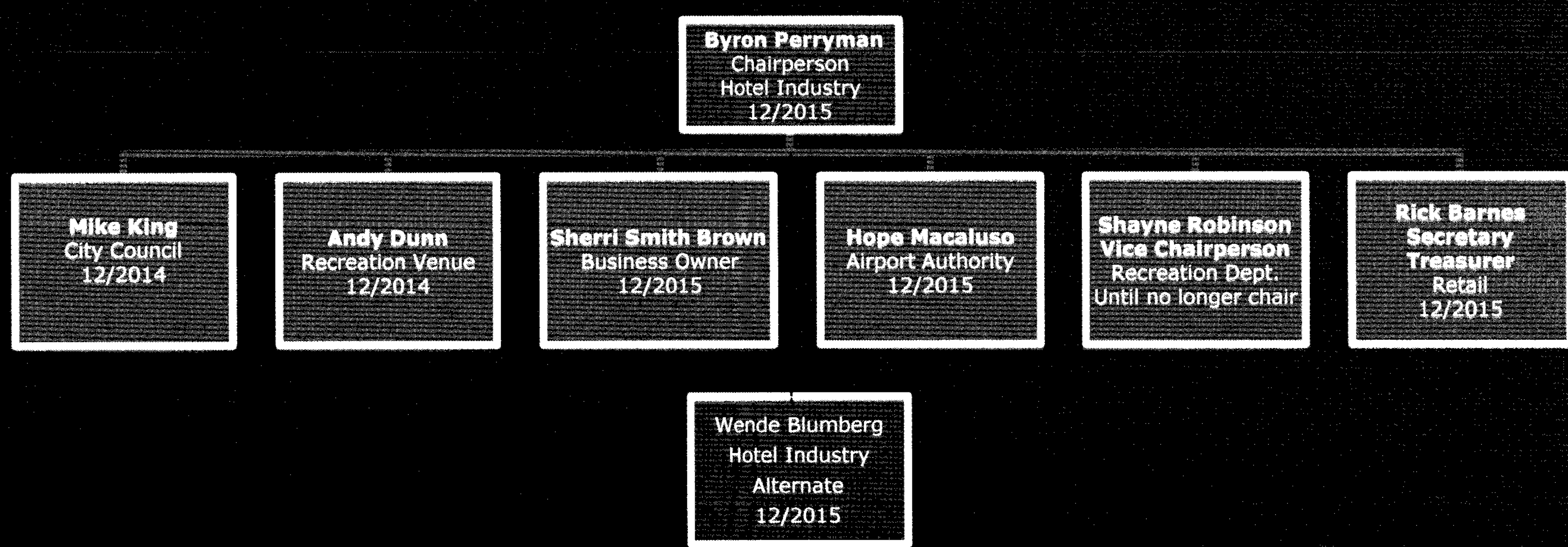
		FY 2014 For Nine Months Ending June 30, 2014				FY 2015 Proposed Budget	
	Detail	Current Budget	Actual	Projected	Total Actual +Projected	Budget-Request	% Of Budget
Sources of Funds							
Hotel/Motel Tax Transfer		$ 569,200	$ 502,975	$ 142,405	**$ 645,380**	$ 670,997	97%
Other Revenue		$ -	$ 86	$ 1	**$ 87**	$ -	0%
Southern Hollywood Film Tour Fees		$ 7,500	$ 3,906	$ 1,000	**$ 4,906**	$ 5,000	1%
Registration Fees - International Festival		$ 2,500	$ 150	$ 2,288	**$ 2,438**	$ 2,500	0%
Interest Income		$ -	$ -	$ -	**$ -**	$ -	0%
Merchandise Sales		$ 13,500	$ 10,090	$ 3,000	**$ 13,090**	$ 13,500	2%
Total Sources of Funds:		**$ 592,700**	**$ 517,207**	**$ 148,694**	**$ 665,901**	**$ 691,997**	100%

Expenses

	Detail	FY 2014 For Nine Months Ending June 30, 2014 Current Budget	Actual	Projected	Total Actual +Projected	FY 2015 Proposed Budget Budget-Request	% Of Budget
Expenses							
Contractual Labor		$ 180,863	$ 135,188	$ 46,018	**$ 181,206**	$ 193,753	28%
Personnel Services		$ 11,763	$ -	$ 10,867	**$ 10,867**	$ 65,081	9%
Professional Services (*Social Media/Special Events*)		$ 29,237	$ 25,921	$ 3,633	**$ 29,554**	$ 8,900	1%
Advertising/Marketing		$ 105,331	$ 76,010	$ 29,321	**$ 105,331**	$ 133,300	19%
Tourism Events		$ 165,000	$ 78,560	$ 97,310	**$ 175,870**	$ 188,000	27%
Printing/Binding		$ 15,000	$ 6,411	$ 8,677	**$ 15,088**	$ 15,000	2%
Postage		$ 7,000	$ 4,137	$ 2,313	**$ 6,450**	$ 6,500	1%
Operating/Promotional Supplies		$ 12,000	$ 7,675	$ 4,057	**$ 11,732**	$ 15,000	2%
Dues & Fees		$ 11,000	$ 7,775	$ 2,833	**$ 10,608**	$ 11,144	2%
Professional Development		$ 8,495	$ 1,929	$ 2,245	**$ 4,174**	$ 5,900	1%
Trade Shows		$ 16,000	$ 7,924	$ 8,600	**$ 16,524**	$ 16,500	2%
Contingency		$ -		$ -	**$ -**	$ 37,595	5%
Total Sales/Marketing/Promotion		**$ 369,063**	**$ 216,342**	**$ 158,989**	**$ 375,331**	**$ 437,839**	63%
Administrative & General Operations							
Audit Services		$ 4,200	$ 4,400	$ -	**$ 4,400**	$ 4,600	1%
Legal Services		$ 1,000	$ -	$ 1,000	**$ 1,000**	$ 1,000	0%
Equipment Rental		$ 1,872	$ 3,185	$ (915)	**$ 2,270**	$ 2,268	0%
Amphitheater Rental		$ 12,739	$ 9,555	$ 3,185	**$ 12,740**	$ 11,400	2%
R&M Building					**$ -**		0%
R&M Vehicles (*Film Tours*)		$ 500	$ 1,128	$ 200	**$ 1,328**	$ 1,500	0%
Liability Insurance		$ 7,200	$ 5,112	$ 2,088	**$ 7,200**	$ 7,200	1%
Communications		$ 1,975	$ 1,267	$ 708	**$ 1,975**	$ 1,204	0%
Miscellaneous Expenses		$ 1,100	$ 25	$ 1,135	**$ 1,160**	$ 1,000	0%
Office Supplies		$ 2,500	$ 1,530	$ 1,377	**$ 2,907**	$ 3,000	0%
Computer Supplies		$ 1,500	$ 1,012	$ -	**$ 1,012**	$ 2,000	0%
Cost of Inventory Sold		$ 10,125	$ 7,608	$ 2,250	**$ 9,858**	$ 10,125	1%
Gasoline (*Film Tours*)		$ 800	$ 501	$ 300	**$ 801**	$ 1,000	0%
Travel (*incl. mileage reimbursements*)		$ 2,500	$ 420	$ 462	**$ 882**	$ 1,500	0%
Total Administrative & General Operations		**$ 48,011**	**$ 35,743**	**$ 11,790**	**$ 47,533**	**$ 47,797**	7%
Website Development		$ 34,000	$ 34,000	$ 10,000	$ 44,000	$ -	0%
Total Capital Expenditures		**$ 34,000**	**$ 34,000**	**$ 10,000**	**$ 44,000**	**$ -**	0%
Total Expenses:		**$ 643,700**	**$ 421,273**	**$ 237,664**	**$ 658,937**	**$ 744,471**	108%
Total Projected Surplus/(Deficit):		**$ (51,000)**	**$ 95,934**	**$ (88,970)**	**$ 6,964**	**$ (52,474)**	-8%
Prior Year Deficit/Surplus		$ 51,000	$ 45,510	$ -	**$ 45,510**	**$ 52,474**	8%
Total Surplus/Deficit		**$ -**	**$ 141,444**	**$ (88,970)**	**$ 52,474**	**$ 0**	


Staffing Guide
Nancy Price
Executive Director
Direct Sales/Marketing
Welcome Center
Jennifer Nirenberg
Group & Sports
Sales Coordinator
Mary Camburn
Business Manager
Welcome Center
Nikki Sheets
Box Office Supervisor/
Sales & Marketing
Coordinator
Susan Downs
Visitors
Center/Tour
Driver
John Hartnett
Visitors
Center/Tour
Driver

Board of Directors



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