City Council of Peachtree City
Agenda
September 2, 2010
7:00 p.m.

I. **Call to Order**

II. **Pledge of Allegiance**

III. **Announcements, Awards, Special Recognition**
Proclamation for DAR Constitution Week
Recognize Pirates Swim Team

IV. **Citizen Comment**
Any member of the public attending the meeting may comment on any issue or item that is not included on tonight's agenda. The time limit is two (2) minutes.

V. **Agenda Changes**

VI. **Minutes**
August 19, 2010, Special Called Meeting Minutes
August 19, 2010, Regular Meeting Minutes

VII. **Monthly Reports**

VIII. **Consent Agenda**
1. **Consider Red Cross Shelter Agreement**
Authorizes use of Kedron Fieldhouse & Aquatic Center as a shelter in event of an emergency requiring Red Cross involvement
2. **Consider Drainage Easements**
Acceptance of easements will allow City to work on drainage culvert in Golfview subdivision
3. **Consider CVB Merchandising Agreement**
Renewal and update of agreement through which the CVB uses the City logo & slogan on merchandise and promotional material
4. **Consider Agreement for Kedron Pool Use by High School Swim Teams**
Boilerplate agreement between high school swim teams and the City for use of Kedron pools
5. **Consider Non-profit Funding Agreement for FY 2011 from Fayette Senior Services**
Authorizes Mayor to sign agreement for services and non-profit funding support for Fayette Senior Services
6. **Consider Non-profit Funding Agreement for FY 2011 from Promise Place**
Authorizes Mayor to sign agreement for services and non-profit funding support for Promise Place
7. **Consider Surplus & Lease of Vehicle to KPTCB**
Authorizes surplus of 1999 Ford Crown Vic for lease to Keep Peachtree City Beautiful

IX. **New Agenda Items**
09-10-01 Public Hearing – Consider Resolution for the Pre-Disaster Mitigation Plan
Approval of revisions to County Hazard Mitigation Plan required for eligibility for grant funds and federal disaster assistance
09-10-02 Consider FY 2011 CVB Budget
Council approval required for proposed FY 2011 budget of the Convention and Visitors Bureau
09-10-03 Consider Merchandising Agreement for Map with Print Graphics
Authorizes use of City logo & slogan on Peachtree City path and street maps and provide for the City to serve as a retail outlet for the maps.

X. **Council/Staff Topics**
Hot Topics Update
Update on Grass Code Violations and Citations

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
Minutes of Special Called Meeting
August 19, 2010
7:30 a.m.

The City Council of Peachtree City met Thursday, August 19, 2010, in the City Hall Council Chambers. Mayor Don Haddix called the meeting to order at 7:30 a.m. Council Members present: Vanessa Fleisch, Erik Imker, and Kim Learnard. Doug Sturbaum arrived at 7:33 a.m.

The purpose of the meeting was to hold a public hearing for the proposed millage rate. Mayor Haddix set a time limit of 8:00 a.m. on the meeting.

Financial Services Director Paul Salvatore gave a brief PowerPoint presentation (a copy is included in the meeting file). Salvatore said the current millage rate for maintenance and operation (M&O) was set at 5.134 mills. The proposed M&O rate was 6.384 mills, an increase of 1.25 mills, representing an increase of 19.1% over the rollback millage rate of 5.36 mills, which was higher than usual due to the decline in the tax digest. The current bond millage rate was set at 0.399 mills and would not change for 2010

Salvatore continued that the total proposed millage rate (bond and M&O) was 6.783 mills. The 1.25 mill increase would generate approximately $2,288,953 to support General Fund operations. This millage rate option would also result in the lowest total millage rate by 2015 than the other options considered. Any reserves generated in excess of the 20% minimum required would be used to offset anticipated shortfalls in FY 2013 and beyond [Special Purpose Local Option Sales Tax (SPLOST) funds would run out in 2013, and the Local Option Sales Tax (LOST) would be renegotiated based on population in 2013].

Salvatore went over the overall tax bill for City residents, which included the Board of Education, Fayette County, and state taxes. Overall, the bills would have just over a 0.5 mill decrease. Based on the information from the tax digest, the average value of a home in the City had decreased from $272,000 to just under $260,000. The net impact of the changes on the average tax bill was about $220.

Salvatore also looked at the five-year models, noting that if the 1.25 mill increase was approved, there would be 0.196 mill increases each subsequent year that could possibly be avoided, for a total millage rate of 7.168 in 2015. The reserve balance would be drawn down to the 20% minimum during that period.

The public hearing opened.

Tim Lydell addressed Council, saying a number of contentious points had been raised about the budget, but the common thread was that everyone on Council wanted to do good for the City. They needed a common direction. He did not want to see a 1.25 mill increase, but he supported it. Lydell said the City was where it was, and they had to get on with it. It was good to set mileposts and goals for the current and future Councils. The 1.25 mill increase was the way to do it without an undue burden on taxpayers. The City had an advantage over businesses in that it had a guaranteed income from taxes. Council needed to ensure that services and employees were not hurt. He continued that employees did not create the problem, but they were the biggest expense. He suggested looking at reducing staff in the long term through attrition, retraining, and using technology when possible. The City also needed to look at the services that were provided, whether they were needed, whether the services were paying for themselves, and whether they could be provided more efficiently and effectively. He noted that Imker had suggested a number of things that could be done, and he encouraged Council to look at those items as a basis for moving forward. Lydell supported having someone in a development role, a director to bring business into the City, who could do what needed to be done so empty properties could be used. The position should be looked as an investment and should be looked at immediately. He encouraged Council to consider the 1.25 mill increase and the addition of a development director to the budget, then figure out where to take that money. He suggested using a portion of the annual Occupational Tax paid by businesses to fund the development director's position since that person would bring more business to the City, which would reduce the burden on the taxpayers.

Al Yougel discussed an article he had read recently where the writer had speculated on what a well-known management guru would have said about the economic crisis, and the quote would have been, "I told you so." Yougel continued that, if he had written an article about Peachtree City, he would say the management guru would have said, "there are no heroics for cleaning up yesterdays; it just had to be done." He agreed that a 1.25 millage rate increase was good, and he would support a bigger increase just to get the job done.

The public hearing closed.

Learnard moved to adjourn. Fleisch seconded. The motion carried unanimously. The meeting adjourned at 7:45 a.m.

Pamela Dufresne, Deputy City Clerk

Don Haddix, Mayor

City Council of Peachtree City
Minutes of Meeting
August 19, 2010
7:00 p.m.

The City Council of Peachtree City met Thursday, August 19, 2010, in the City Hall Council Chambers. Mayor Don Haddix called the meeting to order at 7:00 p.m. Council Members present: Vanessa Fleisch, Erik Imker, Kim Learnard, and Doug Sturbaum.

Announcements, Awards, Special Recognition

Mayor Haddix recognized the District 4 Big League All-Star Baseball Team, which earned its third consecutive state title this summer. Kim Bramblett, race director for Tri-PTC, presented Council with goodie bags from the triathlon that would be held on August 21 and thanked the City for its support of the event. Mayor Haddix proclaimed September 15 as "Honor Flight Fayette Day" in Peachtree City. The Honor Flight Fayette organization planned to take its seventh, and final, trip with local World War II veterans to the World War II monument in Washington. Darrell Neese of the Fire Department was recognized for 10 years of service.

Minutes

Sturbaum noted a correction on Page 2 of the August 5, 2010, special called meeting minutes. Learnard moved to approve the August 5, 2010, special called meeting minutes as amended and the August 5, 2010, regular meeting minutes as written. Fleisch seconded. The motion carried unanimously.

Consent Agenda

1. **Consider Alcohol License – NEW – TJ's Bistro, 1200 N. Peachtree Parkway**
2. **Consider Budget Amendments – FY 2010**
3. **Consider Bid for Recreation Administration Building Re-roofing – A&W Contracting**

Learnard moved to approve the Consent Agenda. Fleisch seconded. The motion carried unanimously.

Old Agenda Items

07-10-05 Consider Ordinance Amendment – Telecommunications Towers and Antennas Ordinance or Extend Moratorium on Requests for New Applications

Haddix noted there was an additional document on the dais – a letter from T-mobile dated August 18, 2010, addressing concerns with the proposed changes. Community Development Director/City Planner David Rast asked Council to consider repealing the current ordinance and replacing it with the proposed ordinance, which would be known as the Wireless Telecommunications Facilities Ordinance. Rast briefed Council on the highlights of the proposed changes. A copy of Rast's PowerPoint presentation is included in the meeting file.

Rast said the ordinance would restrict the facilities to three zoning districts – Open Space-Public (OS-P), Light Industrial (LI), and General Industrial (GI), adding that staff and the Planning Commission would also like to look at the potential for locating towers in General Commercial (GC) and Office Institutional (OI) zoning. Rast said adding GC and OI would open up more potential locations. He added that staff would bring recommended changes to the Zoning Map to Council in several weeks, recommending the Open Space (OS) parcels be rezoned as either OS-P or OS-Conservation (OS-C). He continued that Council enacted the moratorium on new applications through July 15, 2010, extending the moratorium to August 19, 2010. Staff had researched existing ordinances from other jurisdictions and compared them with model ordinances provided by the wireless industry. The amended ordinance would replace the existing ordinance that was adopted in 1998. It included new and updated definitions and an enactment of approval process, which included administrative review, a conditional use permit review, and exemption criteria.

Rast explained that an administrative review would be used for possible collocation on an existing tower. Most of the towers currently located in the City were maxed out as far as collocation. Rast continued that conditional use permits would be reviewed by staff, Planning Commission, and ultimately would be reviewed by Council. The permits would be needed for any telecommunications facilities or support structures not meeting the requirements of an administrative review. Siting of new telecommunications facilities or support structures would be in accordance with the following hierarchy of facility alternatives – collocation on existing structure, concealed freestanding (stealth application), non-concealed freestanding monopole, and non-concealed freestanding lattice structure.

Rast continued that the carriers were looking for sites to serve residential areas in the City. The submittal requirements included a vicinity map and list of all property owners within 200 linear feet of the proposed facility; an Evidence of Need report certified by a radio frequency engineer; a visual impact assessment with a line of sight analysis, photo simulations, a balloon test (balloon flown during the day so people could see the height of the tower); and documentation from the Federal Aviation Administration (FAA) and Peachtree City Airport Authority (PCAA) indicating their support. He added that property owners within 200 feet of a proposed facility would have to be notified by letter.

Rast continued that the ordinance encouraged collocation. The proposed design standards for monopoles included the accommodation of no less than four telecommunications providers; facilities at the base of the monopole were to be of sufficient size to accommodate accessory equipment for no less than four providers; and unless otherwise required by the Federal Communications Commission (FCC), the FAA, or the City, support structures were to have a galvanized silver or gray finish. Lattice support structures should be designed to accommodate no less than five telecommunications providers; facilities at the base of the support structure must be of sufficient size to accommodate accessory equipment for no less than five providers; and unless otherwise required by the FCC, the FAA, or the City, support structures were to have a galvanized silver or gray finish. Stealth facilities should be designed to accommodate the collocation of other antennas whenever economically and technically feasible or aesthetically appropriate, as determined by the Planning Commission and City Council. Rast continued that, upon request of the Applicant, the Planning Commission could recommend to the Council that they consider waiving the requirement for collocation of other service providers on new sites if it found that collocation at the site was not essential to the public interest, or that the construction of a shorter support structure with fewer antennas would promote community compatibility.

Rast said a minimum setback distance of 250 feet was proposed for all support structures abutting a residential use, school, or place of worship, as measured from the base of the support structure to the boundary of such property. He continued that all support structures would have to provide a minimum front yard setback of 150 feet from any public street right-of-way and sufficient rear and side yard setbacks a distance equal to no less than 50% of the height of the support structure. He added that all accessory equipment should be set back from the property lines in accordance with the minimum setback requirements within the underlying zoning district.

Rast continued that the proposed changes included the height for new support structures in all districts not exceeding 180 feet as measured from ground level to the highest point on the support structure, even if the highest point was an antenna.

Rast said he had received letters that afternoon from the wireless industry, including the Wireless Infrastructure Association (PCIA), Troutman Sanders LLP (representing Verizon), and T-mobile. They had asked the City to also consider GC and OI zoning for towers and to consider using tower height as the required setback rather than the proposed fixed setback.

Rast said that the Planning Commission recommended Council adopt the ordinance as proposed and for staff and the Planning Commission to look at the recommendations for OI and GC zoning. He noted that the Planning Commission would look at those recommendations at its next meeting in September, then forward any proposed changes to the City Council.

Haddix said there had been a great deal of public comment at past meetings and asked Council for their comments first.

Sturbaum asked Rast if the Planning Commission had the opportunity to look at the letters from Troutman Sanders and T-mobile. Rast said no because the letters had just been received that day. The Planning Commission had not seen the recommendations regarding the GC and OI zoning, but they were aware of the proposal for the setbacks.

Learnard asked for more information on the objections from the industry. Rast started with the Troutman Sanders letter, which had arrived first. The letter addressed the addition of GC and OI zoning to open up additional areas for towers. Rast said the reason those zoning areas came up was because the areas identified as lacking service at the beginning of this process were residential areas along the center spine of the City, Peachtree Parkway, from north to south. The available property in the search rings that were identified was predominantly zoned as open space and included recreation facilities, schools, or churches. Rast said that using the village retail centers and other strategic locations would provide an alternative to towers in parks and open space. Office-Institutional zoning was a small percentage of the overall zoning area, but would also provide an alternative to open space.

As for the concern regarding the setback requirements in the Troutman Sanders letter, Rast said they proposed basing the setbacks on the height of the towers. Staff and the Planning Commission felt 250 feet provided a good separation between the towers and the uses where children were gathered, which was a Planning Commission concern. The proposed setbacks from streets were in the current ordinance. The only setback that was increased was the one for places where people gathered.

Rast said the letter from T-mobile addressed the setbacks from public streets, which was 200 feet. In the letter, T-mobile requested flexibility and basing the setback on the tower height. Rast referenced Sec. 18-506, which was addressed in the T-mobile letter, adding that there had been a lot of discussion on the intent of this section, which was to provide the ability to negotiate with the carriers if Public Safety needed antenna access to a tower that was already in the needed location. The concern expressed by T-mobile was that, by requiring the companies to reserve space, the City would not be allowing companies to fully utilize the towers. Rast said that concern could probably be worked out by tweaking the wording.

The letter from PCIA addressed concerns about limitations on specific zoning districts and asked the City to look more closely at OI and GC zoning. Rast said the ordinance was close to where most wanted the ordinance to be, but there were still some concerns from the industry.

Imker asked if golf courses were considered greenspace. Rast said two of the courses were zoned OS, and Planterra was zoned GI. He added that, when the Zoning Map was brought to Council, staff would recommend all three courses be rezoned to Open Space-Public (OS-P). Imker said he wanted to have the option to place the cell towers on golf courses. Rast said the ordinance currently permitted towers in OS zoning. The recommendation was to change the OS zoning in the ordinance to OS-P, which was also the zoning recommended for golf courses. The rezonings should be done within four to six weeks. Staff would schedule a joint workshop between the Planning Commission and Council to discuss the recommendations. Imker said he would like to see all of the work completed before voting on the changes to the ordinance.

Haddix also had concerns, especially about GC and OI zoning, asking what would stop the carriers from putting a tower on top of a building. He liked the more rigid setback distances. Haddix referred to Sec. 18-507, which addressed abandonment of sites, noting that a support structure was not considered abandoned unless the owner of the support structure intended to permanently and completely cease all business activity. It sounded like a way to leave an unused tower in place forever. He also had concerns regarding the visual impact in GC zoning and on golf courses. Towers located behind shopping centers could be right on top of houses, and towers located in the middle of a parking lot or golf course would need visual screening.

Imker said that was an excellent point about abandoned sites, but if the choices were in the middle of a parking lot or a park, he would chose the parking lot. Haddix disagreed, saying he had seen that done in other places and the results were hideous.

Learnard clarified that OS-P could accommodate towers, but OS-C would not. Rast said the areas now zoned as OS would be separated into OS-P and OS-C. The majority would be OS-C.

Fleisch clarified that the City owned most of the OS-P property, and the property owner had a choice of what was on their property. Rast said that was correct. She supported voting on the proposed changes at this meeting, because they were more restrictive. She suggested setting a timetable to look at the other concerns.

Imker said the ordinance needed more editing, and there should be a continuation of the moratorium. Sturbaum also supported bringing the ordinance back. Imker asked if the work could be done in four weeks. Rast said the Planning Commission meeting would be held on September 13, and the Council meeting dates were September 16 and October 7.

Sturbaum said there were a lot of questions from the industry. He suggested continuing the agenda item and bringing it back on October 7.

Fleisch moved to extend the moratorium on the telecommunications ordinance through and including October 7. Sturbaum seconded. The motion carried unanimously.

08-10-01 Public Hearing – 2010 Millage Rate

Financial Services Director Paul Salvatore noted this was the third and final public hearing before adoption of the millage rate, which would be separate agenda item. He gave a brief PowerPoint presentation (a copy is included in the meeting file). Salvatore said the current millage rate for maintenance and operation (M&O) was set at 5.134 mills. The proposed M&O rate was 6.384 mills, an increase of 1.25 mills, representing an increase of 19.1% over the rollback millage rate of 5.36 mills, which was higher than usual due to the decline in the tax digest. The current bond millage rate was set at 0.399 mills and would not change for 2010.

Salvatore continued that the total proposed millage rate (bond and M&O) was 6.783 mills. The 1.25 mill increase would generate approximately $2,288,953 to support General Fund operations. This millage rate option would also result in the lowest total millage rate by 2015 than the other options considered. Any reserves generated in excess of the 20% minimum required would be used to offset anticipated shortfalls in FY 2013 and beyond [Special Purpose Local Option Sales Tax (SPLOST) funds would run out in 2013, and the Local Option Sales Tax (LOST) would be renegotiated based on population in 2013].

Salvatore went over the overall tax bill for City residents, which included the Board of Education, Fayette County, and state taxes. Overall, the bills would have just over a 0.5 mill decrease. Based on the information from the tax digest, the average value of a home in the City had decreased from $272,000 to just under $260,000. The net impact of the changes on the average tax bill was about $220.

Salvatore also looked at the five-year models, noting that if the 1.25 mill increase was approved, there would be 0.196 mill increases each subsequent year that could possibly be avoided, for a total millage rate of 7.168 in 2015. The reserve balance would be drawn down to the 20% minimum during that period.

The public hearing opened.

Robert Brown requested that Council not increase the millage rate more than what was necessary, adding that a 1.25 mill increase would cause the cash reserves to go over 40% when it should be on the path down to 20%. He asked Council to increase the millage rate by a lower amount and make further efforts to increase the efficiency in City government and reduce the budget.

Michael Posey said both France and Germany had gone against what President Obama wanted at the recent G-20 conference held in Toronto, saying they could not spend their way out of the Great Recession. The Council should cut spending, not increase taxes. Posey said he read Imker's letter in the August 18 edition of ***The Citizen***, noting that Imker had stated that the City would go bankrupt by 2013 if nothing was done. That was not going to happen in the City. He expected that Haddix, as an independent, would have supported the higher tax increase, and he commended for Haddix for his stance on a 0.5 mill increase. He commended Sturbaum for his stance. He likened Fleisch and Learnard to Senator Barbara Boxer and Speaker of the House Nancy Pelosi. Raising taxes 40% was ridiculous. Posey noted that Imker had pledged he would not increase taxes. He compared Imker to South Carolina Congressman Joe Wilson regarding his support of the 1.25 mill increase, noting Wilson's well-known comment to President Obama, "You lied."

Scott Austensen noted his father was an attorney for the Rouse Company, the company that developed Columbia, Maryland, which was also a planned community. He looked at Columbia's budget, which was tied to the Columbia's strategic plan. At the end of the year, there were performance analytics that were also tied to the strategic plan and a performance review that included citizen input. While he did not expect a strategic plan, other communities had prioritized their budgets with things that were necessary having a higher priority than the "nice to haves." It seemed that the City had gone in the wrong direction with 3% to 6% compound growth in expenses over the next three to five years. He was concerned that the City planned to spend $883,000 in cash on capital equipment, making the deficit look larger. Austensen recommended holding the line on expenses, not increasing the millage, and not spending cash for capital purchases, because the budget had not been prioritized. It would give Council and staff a full year to put a strategic plan in place. Most residents were willing to pay more in taxes, but to increase taxes in the worst economic climate in the City's history would be embarrassing at it best. It would not attract other businesses, and it would have an additional negative effect on property values. ·

Bob Morris said he needed help with the math, and asked what an increase would add to a typical tax bill. It looked like a couple of percent would be added to the overall tax bill. He asked if the 19% increase in the City's millage rate would cause the overall tax bill to go up by 19%. Haddix and Sturbaum said only the City's portion would go up by 19%. Learnard added that the majority of the County tax bill, approximately 68%, went to the Board of Education, 15% went to unincorporated Fayette County, and 14.6% of the bill went to the City. Salvatore said that there would still be a net decrease in the overall millage rate of over 0.5 mills with the decrease in the Board of Education millage rate and the decrease in the fair market value of property. The bill would go down $222 on an average home.

The public hearing closed.

__New Agenda Items__

08-10-06 Consider Changes to Budget Policy Guidance & Adoption of Fund Balance Resolution

Haddix noted there was an additional document on the dais – a change in the wording from "reserved" to "restricted." Salvatore said this was a two-part agenda item – an update to the City's financial policy and the adoption of a resolution for the commitment of fund balance in the General Fund.

Salvatore continued that part of the update to the financial policy [City Administrative Regulation (CAR) 9-5] was housekeeping in nature. The Government Accounting Standards Board (GASB) had issued new standards for classifications of fund balance. The new classifications included *unspendable* (items such as inventory, pre-paid items) and *restricted* (restricted by outside third parties, such as legal restrictions on revenue sources like grants); *committed* and *assigned* were self-imposed restrictions committed for specific purposes; and the *unassigned* category was used for anything that did not fall into the other categories.

Several other policies had been discussed during the budget workshops, and those had also been incorporated. Ongoing funding sources would have to be clearly identified in the current and future budgets if new services were added to the budget. Council should consider lowering the M&O millage rate if a new SPLOST or other voted revenue source became available. Council would consider adjusting the M&O millage rate accordingly if a SPLOST or other ongoing revenue source ceased to exist to recover the lost revenue, unless another new or increased revenue source was available.

Salvatore continued with the resolution for the commitment of fund balance in the General Fund, noting that the five-year model presented during the budget workshops included a strategy to reduce the *unassigned* fund balance (cash reserve) to the 20% minimum level over the next five years and to stabilize future millage rate increases for FY 2012 – FY 2015. Salvatore pointed out that the SPLOST funds would be gone in 2013, and the LOST would be renegotiated on a pro rata basis. In order to avoid a $2.5 million hit to the General Fund, the City would have to muscle up the budget to smooth out the spike. The resolution stated that anything over 20% in *unassigned* funds would be put in a *committed* fund to avoid that spike and to stabilize future millage rates.

Salvatore said the resolution was tied to the five-year model associated with the budget that would be adopted by Council. The resolution also including wording that required Council to take formal action if the use of a *committed* fund was changed. Salvatore said the motion should be to adopt the updated financial policies, CAR 9-5, and to adopt the resolution to commit fund balance in the General Fund.

Imker emphasized the three key points to the resolution. The first was Policy 3, regarding additional services – if the City wanted an additional service, a way had to be found to pay for the service. It was essentially a balanced budget amendment. Policy 8 required funds over 20% in the cash reserve to be committed. The growth in the reserve would be needed for FY 2013, FY 2014, and FY 2015, and it was not to be touched. Policy 18 talked about the enactment of a SPLOST in the future and lowering the millage rate accordingly. Imker noted that the City received $10 million from the last SPLOST, and the City Council spent $6 million of that on what was considered day-to-day operations, adding that money should have come from the General Fund. The resolution said that could not be done. To spend any SPLOST funds on day-to-day operations, the millage rate would have to be lowered. Once the SPLOST went away, the millage rate would be increased to cover those day-to-day operations.

Imker moved to approve the changes to the budget policy guidance and the adoption of the fund balance resolution as identified in Agenda #08-10-06. Fleisch seconded. The motion carried unanimously.

08-10-07 Consider Adoption of FY 2011 Budget Resolution

Salvatore noted that several workshops had been held, as well as the required public hearings. He asked Council to take action on the budget resolution, adding that the FY 2011 budget included a 1.25 mill increase and $35,000 in funding for the DAPC.

Imker read the following statement:

At the March retreat the city's financial situation was in disarray. We were facing nearly $20 million in shortfall for Fiscal Years 2011-2015. Previous council had started us off with an FY2010 approved budgeted that included a $451,000 shortfall. By retreat it had ballooned to a $1.084 million shortfall. The reasons for this were clear. Overly optimistic revenues were used to "lesson" the unfavorable picture in an election year. In at least one case an additional

$200,000 recreation revenue that was known would never materialize was included in the budget.

This council took a hard look at the budget picture for the remainder of FY2010 and made cuts. It hurt, but cuts were made. As of today the shortfall for FY2010 is now about $115,000. This is a huge improvement. Rest assured next year's and outyear estimates of revenue are now using only the most conservative figures as possible.

Now back to the $20 million shortfall at retreat. Some of you will remember me saying back in January we had a $20 million shortfall. By making the cuts at retreat for the remainder of this year it has had a favorable forward effect of reducing the shortfall over the next 5 years by nearly $2 million. Hence the $18 million shortfall problem we now have instead of $20 million.

I have insisted this council address the snowballing problem of an unprecedented $18 million shortfall over the next five years. Previous councils have simply ignored or "kicked it down the road" by either not making cuts or increasing revenue. Proposed 0.25 or 0.50 mil increases for the next fiscal year would never solve the problem. In fact it simply makes the problem worse in the long run. You wind up at a higher tax rate while waiting for the inevitable. Had the problem been addressed years ago, the overall millage rate could have been much less. Simply put, we asked for more services and we got them. But through some extraordinary financial strategy, city reserves and $6 million of former SPLOST shell games were used to pay for them instead of being up front with the citizens and saying, your taxes are going to have to go up to pay for those services. There's lots of blame to go around, but it stops now. We will set a course for future fiscal responsibility and sustainability beginning with this council – tonight!

Each year the huge financial shortfall problem approaches closer and closer. We heard it at a recent budget workshop; the city would be bankrupt in 2013 if we did nothing. Each year the shortfall is not addressed causes about an extra 0.25 mil in the final tax that ultimately solves the problem. Again, this is under the pretence that additional cuts will not be made.

I am not ignoring the possibility of new businesses in PTC that may generate more revenue for the city. But I'm not going to depend on that to solve an $18 million problem. We need to tackle the problem that exists now and not hope for some miracle to materialize. If indeed a favorable thing happens over the next year with a sudden influx of millions of dollars then we can adjust the millage rate accordingly. I for one won't hold my breath. Just like the Obama stimulus money, we've been holding our breath since design approval was given back in February for the cart path bridge over Lake Peachtree. Keep holding your breath if you think that money is coming based on our demographics and affluence.

Haddix said that he and Sturbaum had fought budget battles for two years, recognizing there were problems that needed to be fixed, but meeting resistance. They were going from no increase and no funding for the DAPC to all tax increase and no funding of the DAPC. It was trading one error for another, and both would hurt the City.

Imker said he had a number of amendments to the budget he would like Council to consider prior to approving the overall FY 2011 budget.

Imker moved to amend the proposed budget to reduce city salaries by 1% across the board. Learnard seconded. The motion was defeated 1 (Imker)- 4.

Imker moved to amend the proposed budget to enact 32 hours of furlough for full-time City employees to be taken as approved by department directors in such a way as to minimize any service shortfalls. Learnard seconded. The motion was defeated 1 (Imker)-4.

Imker moved to amend the proposed budget to execute a reduction in force to eliminate one position in the Recreation Department. Fleisch seconded. The motion was defeated 1 (Imker)-4.

Imker moved to amend the proposed budget to execute a reduction in force to eliminate one position in Public Works. Fleisch seconded. The motion was defeated 1 (Imker)-4.

Imker moved to amend the proposed budget to eliminate the City's 401k retirement contribution portion as an employee benefit. Haddix seconded. Imker pointed out that cutting out the 401k would save the City $165,000 every year based on the number of participants. There were 235 employees and approximately 135 participated in the program. The $165,000 would do wonders for the budget. The motion was defeated 1 (Imker)-4.

Imker moved to amend the proposed budget to restore the health care contribution for City employees that was in effect prior to March 5, 2009, and to eliminate the City's 401k retirement contribution portion as an employee benefit. Haddix seconded. Imker said this was a compromise position, adding that he proposed eliminating only the City's share of the 401k, which would save $165,000 each year. Employees could still choose to contribute to the 401k, but would not receive the City contribution. He said restoring the health care contributions would put $600 back in the paychecks of the employees that paid for family health care benefits. Employees on the lower end of the pay scale would get that money. The estimated cost was $112,000, saving the City $53,000. The motion was defeated 1 (Imker)-4.

Imker moved to amend the proposed budget to eliminate the special senior management incentive portion of the 401k program and have senior management participate in the same 401k plan as other City employees. Sturbaum seconded. Imker said senior management, those making the highest salaries in the City, received a special additional contribution to the 401k, totaling $19,000 to $20,000 annually. They were the top 2% of employees who made the highest salary, and they should be given the same 401k opportunity as the rest of the employees.

Haddix asked why there was a difference. City Manager Bernard McMullen said the program was in effect when he came to work for the City. The reasons were to help maintain senior leadership who had historical knowledge, and the City wanted to keep for a long period of time. They received 5% compared to the 2% the other employees received. Haddix asked how much would be saved. McMullen said about $19,000 for the seven directors and chiefs. Sturbaum asked Imker if he would consider a continuance on the amendment for further research. Imker said yes, and asked City Attorney Ted Meeker how to word the change to the motion. Meeker said there had been a motion and a second, so he would have to withdraw his motion. Imker withdrew his motion. Sturbaum withdrew his second.

McMullen suggested Council not take action, and the proposal could come back as a separate budget amendment on a future agenda. Imker said that was acceptable. Haddix directed staff to furnish the numbers and other relevant information. Haddix reminded Imker that once a measure failed, it could not be brought back up for six months.

Learnard moved to amend the proposed budget to create within the City's Community Development department the position of a full-time contracted Economic Development Coordinator whose job it would be to serve as the single point of contact for all businesses, new and reorganizing, for Community Development and other business community activities. It should include but not be limited to coordination with the City's Engineering and Planning departments, the Peachtree City Convention and Visitors Bureau, the PCAA, the Water and Sewerage Authority, the Fayette Chamber of Commerce, the DAPC, and the Fayette County Development Authority (FCDA). Proposed duties should be as described in the Economic Development Coordinator Job Description dated August 18, 2010, which was on the dais. Fleisch seconded.

Imker asked Meeker if he had seen the referenced job description and if there was anything illegal in it. Meeker said not that he had seen. Learnard said she had tried to learn all she could about development authorities and had met with all the members of the DAPC, most notably DAPC member Grey Durham. She referred to Durham's comments at the August 5 Council meeting, noting that Durham had pointed out that while a lot of good things were going on with the volunteers, there was too much going on for volunteers with jobs to take care of, and funding for the DAPC was an investment in the City's future. She said she heard what had been said, and she did not disagree. She supported their efforts, but she believed the proposed staff position was the best way to make things happen and keep accountability with the City. She did not think it was realistic for the DAPC to hire someone for $35,000. If approved, help would be on the way for a full court press in promoting economic development activities in the City.

Sturbaum asked if the employee would be contracted with the DAPC and what the proposed salary was. Fleisch said it would be City employee on a contract basis. McMullen said the starting salary would be $50,000, $66,000 with benefits. Haddix asked if there was an operational budget, adding that the employee had to have funds to do the work. McMullen said a car and computer were available. The employee would develop the plan. The employee would not be hired on October 1, so the salary savings would be used for operating expenses. They would have the expert develop a plan and tell the City what the budget needed to be. Sturbaum asked if there would be a trade-off on a current City position. McMullen said there would not.

Haddix said there was a lot that the employee could not legally do. Employees in similar positions in other cities coordinated with development authorities that had more funding. The parameters in the job description did not include recruitment, so that big void was still there. He noted that the Valdosta Development Authority received $800,000 in funding, and the Downtown Development Authority received $108,000 and had its own staff, and the Main Street program also received funding and had its own staff. The coordinator had no control over industry; it went to the development authority. In effect, the City would spend more money and would be in the same position. Sturbaum said the position was a start, but the City should also fund the DAPC, developing the position there. Haddix said the proposal fell short.

Fleisch moved the previous question. Sturbaum seconded. The motion carried 3-2 (Haddix, Sturbaum). Meeker said that Fleisch's motion ended debate. Council should consider original motion on funding for the position. Imker clarified that the intent was to hire an employee to work in the Community Development Department and serve as the central point of contact for all economic development coordination activities. The motion carried 3-2 (Haddix, Sturbaum).

Haddix asked to see monthly reports on the employee's activities. Sturbaum said he wanted to see the metrics and would help with the development of them. Imker added that the City should ensure that the employee understood it was a contract position, and the term of service could be reduced or ended after the fiscal year. Meeker said the contract would have to be renewed by Council each year.

Imker moved to amend the proposed budget to reduce the DAPC funding to zero in the FY 2011 budget, it being the intent that the existing fund balance of the DAPC be used for continuing operations to maintain their core mission of providing financial incentives for potential new or reorganizing businesses. They should maintain Georgia state recognition as a viable entity for this purpose. All other efforts should remain volunteer in nature and would be supported full time by a paid professional economic development coordinator. Requests for future additional funds that were needed to provide potential new or reorganizing businesses financial advantage as authorized, such as legal fees and project expenses by development authorities, should be submitted to Council on a case-by-case basis for budget adjustments. Learnard seconded.

Haddix said the legal line had been crossed in the motion. Meeker asked where the line had been crossed. Haddix said the employee was to perform the functions of a development authority, and an employee could not perform certain functions. Meeker said he understood the employee was to assist the DAPC. Imker re-stated his motion. Meeker said he heard "supported" by a full-time person. Salvatore also asked about zero funding for the DAPC. Imker said the $35,000 funding in the budget would be reduced to zero; the debt service funding would remain. Learnard asked what the existing fund balance was for the DAPC. Imker said they had $16,600, and the existing balance was projected to be $15,100 at the end of September (end of fiscal year).

Sturbaum asked Imker what his problem was with the DAPC. Imker referred to the Official Code of Georgia Annotated (OCGA) Title 36-62-6, which addressed the powers of development authorities. He noted that the powers [listed in subparagraphs (1) – (15)] included executing contracts, receiving grants, acquiring land for projects, selling assets, extending credit, and more. Imker said those powers were about providing incentives for new businesses, which was the primary mission of a development authority. Subparagraph (16) read, *to expend for the promotion of industry, agriculture, and trade within its area of operations any funds of the authority determined by the authority to be in excess of those needed for the other corporate purposes of the authority.* Imker said it seemed the DAPC needed to be re-focused to its primary mission. He went over the original budget provided for the $150,000 the DAPC had asked for in FY 2011, which included $35,000 for a full-time staff person, $6,000 for administrative help for meetings and minutes, $4,000 for professional accounting services, $3,000 for an audit, $7,500 for legal services, and $1,500 for an intern, all personnel-related expenses. Imker continued that $500 was projected for liability insurance; $13,000 for training; $16,000 for advertising; $21,000 for meetings, conferences, and a table at The Fred; $3,000 for dues; $17,000 for studies; $8,000 for an office; $3,000 for prospects; and $5,500 for uncommitted contingency funds. If comparing the DAPC's budget to the City's, Imker said the City would have over $1 million in contingency. There was also an item for undocumented extra funds ($2,500).

Imker continued there was too much overhead with little going toward the primary mission. The DAPC had seven great citizens who were doing a great job, and he did not want to take away from their efforts. To stay viable, the DAPC needed liability insurance by state law for $3,500. They needed $3,000 for a professional audit, and $1,000 or so for the required state training. To maintain viability, the DAPC needed $7,500 annually. Imker said that did not mean the DAPC should not be funded. Requests for additional funds needed as authorized by the state would be considered on a case-by-case basis for budget adjustments. He said he was talking about responsible control of the citizens' tax dollars and budgeting 100% of the intended primary purpose of a development authority. He did not support turning over huge sums to any agency with no control over how the money was spent. He served on Council to be accountable to the citizens.

Imker went over some statistics (a copy of the statistics is included in the meeting file) regarding how much retail space was filled in the City. Imker pointed out that 93.4% of the Industrial Park was filled, with nine vacant buildings and approximately 70 parcels undeveloped. There were 437 businesses filling 89.9% of City's retail space, with approximately 38 buildings vacant. There were still 66.37 acres (29 parcels) of retail zoning still to be developed. Imker continued that 87.2% of the City's office space was developed and filled, with 31.63 acres (15 parcels) still undeveloped. Imker said the way people talked it sounded as though the City was only 75% filled, but it was at 90%. It could be better. The majority of the DAPC's proposed budget was to be spent on conventions, meetings, and overhead. He asked where the 19 44-cent letters were that should have been sent to Sany's suppliers. He explained that Sany had requested its suppliers be contacted to see if they were interested in coming to the City. Haddix said they had not wanted letters. Imker said he had the floor. Haddix told Imker he was finished. Imker asked if that could be done. Meeker said that, as chair of the meeting, the Mayor could stop Imker from speaking.

Imker said he had said nothing for two months on this topic while Haddix had browbeaten Council on this topic. Haddix said Imker had insulted good people who had done a lot of work for the City. Haddix said that Imker's statistics, when looked at as storefronts, were not correct. He guaranteed 30% of the space was empty. Imker asked Meeker if the Mayor could berate him. Meeker said there was an ordinance that allowed people to respond to something that was said, and Haddix was responding to Imker's comments. Haddix said they had been browbeating and criticizing the DAPC. There was not an operational budget for the new City position. Imker said the Mayor was not addressing his comments, but a whole new position. Meeker said Haddix had ruled Imker out of order, and Haddix was now speaking to that. Haddix said Imker had a dislike for volunteers. He continued that the employee would have to be a member of the same groups as the DAPC board, attend training, and would need money to pursue data. The employee would be spending money on top of the salary as well. It was a false scenario to say the DAPC was wasting money left and right. There was no operating budget for the new employee; there would be a person sitting in a chair doing nothing. Haddix said that person would have all the same costs as the DAPC, but would not be able to do all of the things the DAPC could do to bring new businesses to the City. Haddix said his closing point was why put $70,000 into a new position, then add an operating budget, to end up spending $150,000 anyway. He said it was better to fund the people who could do the complete job without the restrictions of a City employee. Imker was berating volunteers, but the same issues would happen with the new employee. The DAPC had the ability to perform. Council had to be fair; they were talking about people.

Learnard said the City had the best volunteers she had ever seen, and she did not think anyone on the dais would argue with her. Many of the volunteers had taken PTC 101 and had spring boarded from there. Fleisch agreed there had been an unfair accusation, and she loved the City's volunteers. Learnard said Council had a healthy respect for the volunteers and what they were trying to accomplish. They needed to find the best way to support them, and at the same time, Council had a responsibility to taxpayers to see a return on the City's investment.

Sturbaum asked if anyone had seen the revised budget the DAPC had worked on. No one answered. Sturbaum said they wanted to show it to Council. There were some obligations that had to be paid, there were cuts, and the funding for the employee had been increased to $70,000. Also included in the revised budget was funding for driving expenses, some of the required training, and training for the turnover members. It was a different budget. Sturbaum said there had been a meeting the day before. Learnard asked Sturbaum to make his point. Sturbaum said Council had told them they had been doing a good job, but those attending the meeting had conversation about having no confidence in some of the volunteers. Learnard again asked Sturbaum to make his point. Sturbaum said if the member was told he was not doing a good job then they should not be heaping it on him. In fairness to the group, Sturbaum said the DAPC was working very hard and the members were doing what they could on a limited budget. They had requirements for the $35,000 budget. They needed a chance and wanted guidance from Council as a group. If Council was not able to provide guidance, then it was not doing its job. Sturbaum said they should not be hacked or cut, but guided. It was time to be leaders and give them guidance instead of arguing. They were accountable to the DAPC and the taxpayers. Council could make a counterproposal for $60,000, asking for metrics and giving the DAPC guidance. Council had worked with other boards and made changes; the DAPC was no different.

Learnard said the numbers in the DAPC revised budget were new to her. She had not seen them and did not understand why they had waited until this meeting to bring them forward. With the economic development coordinator that had been provided, Council would provide the guidance that was needed. As a Council and as a City, there would be control over the guidance. Learnard said it appeared that $20,000 of the $35,000 budget would have been spent by the end of the fiscal year. She asked for clarification. Imker said the DAPC had started the fiscal year with a carryover from the previous fiscal year of about $15,000. They actually started the fiscal year with around $40,000. Every year, they spent $35,000 and carried over $15,000.

Imker said he would skip his other points. He continued, with no disrespect to the volunteers intended, that the DAPC's mission needed a major overhaul. They had not presented their goals or any information on the expected return for increased funding, nor a plan to track budgeting costs. The new economic development coordinator could help do that. The taxpayers deserved to know their money was being spent wisely. Haddix asked how the DAPC could function with no money. Imker said they had $15,000 to spend in any way they wanted, and they needed $7,500 to maintain the entity's viability as recognized by the state to execute their primary mission of providing financial advantages to new businesses. If additional funds were needed, they could come to Council and ask for them. Once Council turned the funds over to the DAPC, Council had no authority on how the money was spent. Sturbaum noted that Council had just approved a resolution on budgetary control. Imker stressed that the DAPC was another government entity, and once the money was turned over to them, the City had no more control over it. Haddix asked if Imker understood that authorities were set up to take that control away because of past abuses that occurred. Imker said this was a totally different authority, but that would not happen again. Haddix said the comments made no sense to him. Imker said they needed to find out if a majority of Council agreed with the overhaul or not.

Sturbaum called the question. The motion carried 3-2 (Haddix, Sturbaum).

Imker moved to approve the revised five-year plan as presented at the meeting. Learnard seconded. The motion carried 3-2 (Haddix, Sturbaum).

Imker moved to approve the FY2011 budget with the changes that had been approved during the meeting. Learnard seconded. The motion carried 3-2 (Haddix, Sturbaum).

08-10-08 Consider Adoption of 2010 Millage Rate

Salvatore said the three required public hearings had been held, the five-year history had been properly advertised, and they were ready to move forward with the adoption of the millage rate. The motion for adoption should include the bond millage rate of 0.399 mills, M&O rate of 6.384 mills, which also included 0.76 mills for DAPC debt service.

Learnard moved to adopt a bond millage rate of 0.399 mills, M&O rate of 6.384 mills, which included 0.76 mills for DAPC debt service. Fleisch seconded.

Imker asked for a display of an estimated November 2010 City tax bill (a copy is included in the meeting file), including the school taxes (21.650 mills for bond and M&O), County taxes (5.400 mills), the City's M&O rate (6.384 mills), the City's bond rate (0.399 mills), and the state tax (0.250 mills). In 2009, residents paid 34.603 mills, and the proposed rate for 2010 was 34.083 mills (the County had not approved its millage rate as of the August 19 meeting). Imker pointed out the total millage rate would be 0.520 mills lower than in 2009. With the lower millage rate and the reduction of the fair market value, the average homeowner (a property valued at $260,000) would save $220.17 on their tax bill. He continued that after the 1.25 mill increase for 2010, the millage rate would increase 0.5 mills every year, solving the budget crisis by 2015. It was unacceptable to him to pay the projected 0.75 mills more in taxes (total increase of 2.102 mills by 2015 for proposed 1.25 mill increase; total increase of 2.836 mills with a proposed 0.50 mill increase) that would be required if action was not taken now, adding that the smaller increments could also be managed out. He was optimistic because, after looking at revenues, the budget projections were more conservative. There would be a change in the hotel/motel tax distribution, allowing the City to have a larger share of the revenue. Although the City's millage rate would go up, the overall County tax bill would be less due to the decrease in the school's millage rate and the decline in the fair market value. He hated to say it, but he advocated the 1.25 mill increase, and felt this was the year to do it.

Sturbaum called the question. The motion carried 3-2 (Haddix, Sturbaum).

Council/Staff Topics

Hot Topics

McMullen reported that the contractor had been making good progress on the Paschall tunnel, and there was no issue with finishing by the end of August. McMullen said there should not be a problem with meeting the October deadline for the realignment of Rockaway Road. McMullen continued that the City Engineer was working with Camden Apartments, and staff hoped to hear from their legal department in seven to 10 days regarding the MacDuff tunnel. The owner should begin removing the foundation at 201 Clear Springs by the weekend. Everything must be removed by August 31. The next Court date was scheduled for September 1.

Imker apologized for raising his voice during the meeting, adding the disagreement was not personal, but about the approach of different philosophies on one issue. Haddix agreed that the disagreement was over the issue, and was not personal.

Sturbaum moved to convene in executive session for a personnel matter at 9:40 p.m. Fleisch seconded. The motion carried unanimously.

Learnard moved to re-convene in regular session at 10:22 p.m. Fleisch seconded. The motion carried unanimously.

There being no further business to discuss, Learnard moved to adjourn. Sturbaum seconded. The motion carried unanimously. The meeting adjourned at 10:23 p.m.

Pamela Dufresne, Deputy City Clerk

Don Haddix, Mayor

2010 City Event Calendar

		September
		9/2 – City Council Meeting, 7 pm 9/6 – Labor Day – City Offices Closed 9/7 – Council Workshop (Tentative), 6:30 **9/11 – Patriot Day Freedom Walk & Ceremony** **9/15 – Honor Flight Fayette (final trip) – Red, White & Blue Challenge – 6:30 a.m., Fayetteville** 9/16 – City Council Meeting, 7 pm 9/18 & 19 – Shakerag Arts & Crafts Festival - Shakerag Bluegrass Festival @ The Fred 9/24 – The Rat Pack is Back @ The Fred 9/25 – Dragon Boat Races & International Festival
October	**November**	**December**
10/5 – Council Workshop (Tentative), 6:30 10/7 – City Council Meeting, 7 pm 10/9 & 10 – Great Georgia Air Show, Falcon Field 10/21 – City Council Meeting, 7 pm 10/23 – Civitan Chili Cookoff - Storytelling @ The Fred 10/31 – Halloween	11/2 – Council Workshop (Tentative), 6:30 Election Day 11/4 – City Council Meeting, 7 pm 11/18 – City Council Meeting, 7 pm 11/25 & 26 – Thanksgiving Holiday, City Offices Closed	12/2 – City Council Meeting, 7 pm 12/4 – Hometown Holiday @ The Fred, City Hall Plaza 12/5 – Pearl Harbor Remembrance – Falcon Field 12/7 – Council Workshop (Tentative), 6:30 12/16 – City Council Meeting, 7 pm 12/23 & 24 – Christmas Holiday, City Offices Closed 12/31 – New Year's Holiday, City Offices Closed

2011 City Event Calendar

January	February	March
1/4 – Council Workshop (Tentative), 6:30 1/6 – City Council Meeting, 7 pm 1/17 – MLK Day, City Offices Closed 1/20 – City Council Meeting, 7 pm	2/1 – Council Workshop (Tentative), 6:30 2/3 – City Council Meeting, 7 pm 2/17 – City Council Meeting, 7 pm	3/1 – Council Workshop (Tentative), 6:30 3/3 – City Council Meeting, 7 pm 3/17 – City Council Meeting, 7 pm
April	**May**	**June**
4/5 – Council Workshop (Tentative), 6:30 4/7 – City Council Meeting, 7 pm 4/21 – City Council Meeting, 7 pm	5/3 – Council Workshop (Tentative), 6:30 5/5 – City Council Meeting, 7 pm 5/19 – City Council Meeting, 7 pm 5/30 – Memorial Day, City Offices Closed	6/2 – City Council Meeting, 7 pm 6/7 – Council Workshop (Tentative), 6:30 6/16 – City Council Meeting, 7 pm

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

Updated 8/25/2010

ADMINISTRATIVE SERVICES
MONTHLY REPORT

For Month of: _July 2010_

	June-10	July-10	FY 2010 YTD	FY 2009 YTD
Human Resources				
Workers Compensation Claims Filed	3	**1**	**22**	22
City Vehicle / Equipment Accidents	1	**1**	**13**	17
Employee Turnover Rate ***		**0.82%**	**4.49%**	2.10%
Lawsuit Legal Fees	$19,521.65	**$2,651.90**	**$45,873.15**	$52,885.66

****(Of the 11 terminations in FY2010, 1 due to death of employee and 3 retirements.)*

Municipal Court

	June-10	July-10	FY 2010 YTD	FY 2009 YTD
Fines Collected*	$183,716.00	**$165,915.00**	**$1,508,570.93**	$1,328,538.90
Online Transactions	293	**264**	**2,374**	1,471
Citations Closed	820	**665**	**5,715**	4,735
Community Svc Hrs for KPTCB	821	**1,086**	**1,907**	
People on Probation	443	**452**	**895**	
Jail Fund Balance**	-$1,908.80	**$429.07**	**$125,735.75**	$125,735.75

** Approximately 33% of the Municipal Court Fines Collected reflect mandated add-ons that pass through to State and other agencies.*

*** Monthly figures reflect actual payment to Fayette County Jail minus actual jail bill received. Year to date figures reflect Jail Fund running balance. A positive Jail Fund Balance reflects a credit with the County based on jail fees paid versus number of prisoners housed.*

Public Information

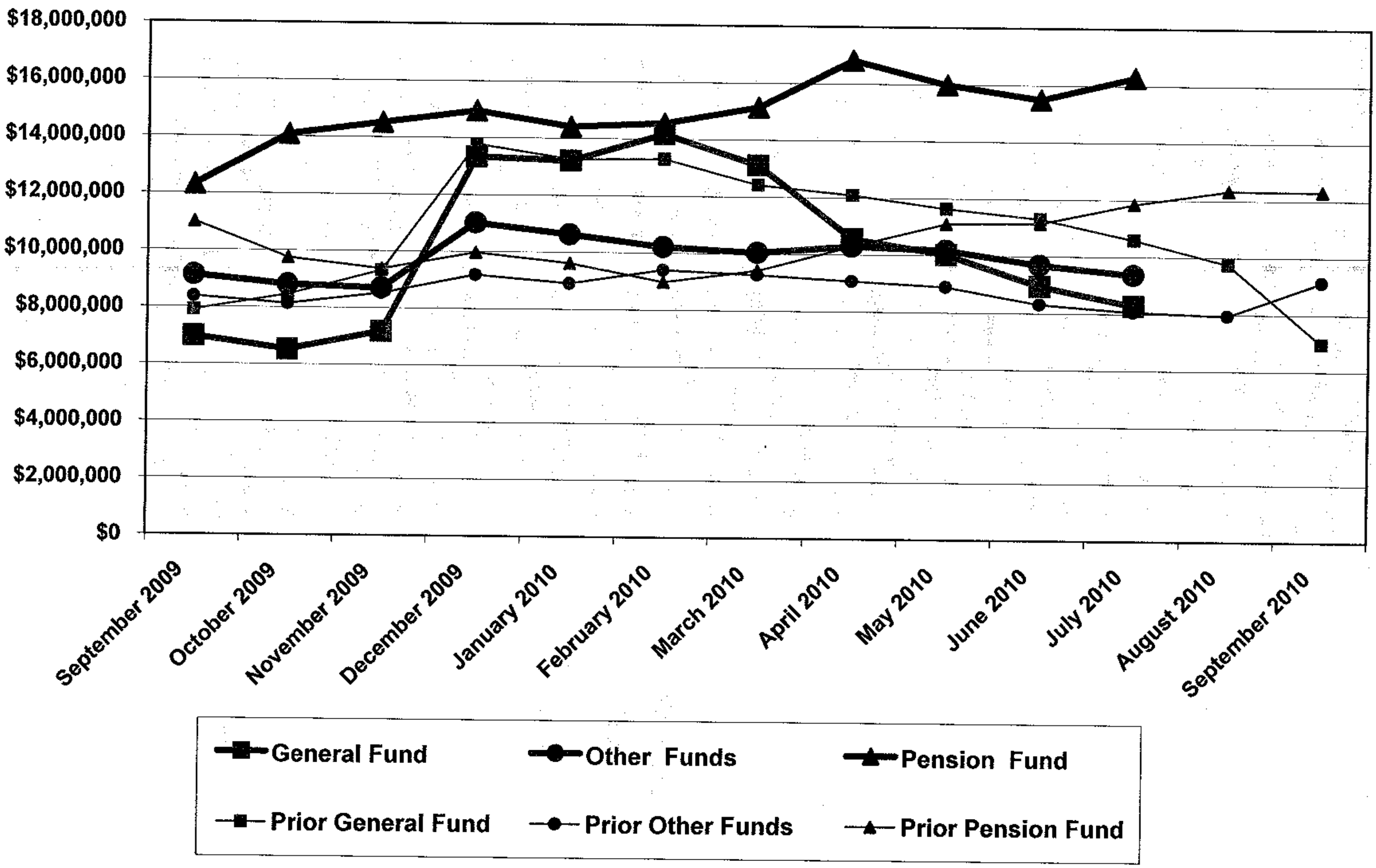
	June-10	July-10	FY 2010 YTD	FY 2009 YTD
New Businesses Registered	15	**19**	**209**	192
Public Contacts, Questions & Complaints*	170	**130**	**1,565**	733

**This includes 65 email subscription emails, 4 complaints against Comcast Cable Company, 1 sanitation company complaint, and 7 Open Records/Discovery Requests.*

PEACHTREE CITY BUILDING DEPARTMENT
FY 2010

	Jun-10	Jul-10	Fiscal Y-T-D 2010	Fiscal Y-T-D 2009
DEVELOPMENT PERMITS:	2	3	26	35
BUILDING PERMITS:				
Single Family Residential	2	0	21	22
Multi-Family Residential	0	0	0	0
Misc.-Pools/fences/additions	50	47	715	348
Commercial/Industrial	4	7	97	99
TOTAL INSPECTIONS:	259	210	2,310	3,252
CERTIFICATE OF OCCUPANCY:				
Residential	6	1	33	42
Commercial	1	4	47	53
Multi-Family Residential	0	0	0	151
HOUSING CODE OFFICIAL				
New Rehab	13	17	128	71
Rehab Inspections	31	28	213	82
Assessments	2	16	886	154
Citations	1	1	25	56
Architect Review Permit Approval	22	24	257	287
PERMIT FEES COLLECTED:	160,168	12,081	349,538	393,803
POPULATION: Based on 2.09 persons per new completed dwelling unit	36,793	36,795	36,795	36,689

CITY OF PEACHTREE CITY
FISCAL YEAR 2010 (with prior year comparison)
MONTHLY ENDING CASH/INVESTMENT BALANCES
(UNAUDITED)



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

CITY OF PEACHTREE CITY
MONTHLY REPORT
GENERAL FUND AND HOTEL/MOTEL TAX FUND
BUDGET COMPARISON (UNAUDITED)
FOR THE TEN MONTHS ENDED JULY 31, 2010

PERCENTAGE OF BUDGET YEAR COMPLETED 83.3%

GENERAL FUND REVENUES BY MAJOR CATEGORIES

Description	2010 Budget	YTD Actual	Dollar Difference	Percentage To-Date
General Property Taxes	$ 9,953,147	$ 9,651,934	$ (301,213)	96.97%
Franchise Taxes	2,396,840	2,137,837	(259,003)	89.19%
Local Option Sales Tax	6,431,323	5,317,266	(1,114,057)	82.68%
Other Sales & Use Taxes	685,494	575,325	(110,169)	83.93%
Business Taxes	2,243,715	2,165,977	(77,738)	96.54%
Licenses & Permits	654,517	692,061	37,544	105.74%
Intergovernmental/Grants	434,090	280,369	(153,721)	64.59%
Charges for Services - Other	741,992	710,052	(31,940)	95.70%
EMS Billings	500,000	386,763	(113,237)	77.35%
Fines & Forfeitures	999,352	1,007,093	7,741	100.77%
Investment Income	50,000	40,033	(9,967)	80.07%
Other Revenue	70,622	72,935	2,313	103.28%
Other Financing Sources	406,054	260,313	(145,741)	64.11%
Total General Fund Revenues	**$ 25,567,146**	**$ 23,297,958**	**$ (2,269,188)**	**91.12%**
Surplus Carryover	490,934	-	(490,934)	0.00%
Total General Fund	**$ 26,058,080**	**$ 23,297,958**	**$ (2,760,122)**	**89.41%**

GENERAL FUND EXPENDITURES BY DIVISION AND/OR TYPE

Division and/or Type	2010 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Executive Services	$ 379,959	$ 313,102	$ 66,857	82.40%
Administrative Services	1,129,192	917,863	211,329	81.28%
Financial Services	1,004,461	840,523	163,938	83.68%
Police Services/Code Enforcement	6,416,865	5,190,747	1,226,118	80.89%
Fire/EMS Services	6,143,584	5,023,060	1,120,524	81.76%
Public Works	3,142,846	2,524,417	618,429	80.32%
Leisure Services	4,256,151	3,348,419	907,732	78.67%
Community Development Services	906,684	779,542	127,142	85.98%
Tourism Activity	-	10,482	(10,482)	0.00%
Non-Divisional:				
Unemployment Insurance	35,640	34,813	827	0.00%
Council Contingency	35,272	-	35,272	0.00%
Non-Profit Organizations	28,130	23,130	5,000	82.23%
Transfer to Development Authority	35,000	35,000	-	100.00%
Development Authority Debt Service	140,109	140,053	56	99.96%
Transfers to Other Funds	2,271,881	1,759,791	512,090	77.46%
Liability Insurance	91,610	81,415	10,195	88.87%
Litigation Services	75,675	45,873	29,802	60.62%
General Administration/Miscellaneous	41,789	1,244	40,545	2.98%
Budgeted Savings	(76,768)	-	(76,768)	0.00%
Total General Fund	**$ 26,058,080**	**$ 21,069,474**	**$ 4,988,606**	**80.86%**

HOTEL/MOTEL FUND REVENUES

Description	2010 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Total Hotel/Motel Taxes	**$ 768,163**	**$ 647,766**	**$ (120,397)**	**84.33%**

HOTEL/MOTEL TRANSFERS OUT

Type	2010 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Transfer to General Fund	$ 256,054	$ 215,922	$ 40,132	84.33%
Transfer to Tourism Association	512,109	431,844	80,265	84.33%
Total Hotel/Motel Transfers Out	**$ 768,163**	**$ 647,766**	**$ 120,397**	**84.33%**

CITY OF PEACHTREE CITY
FINANCIAL SERVICES
MONTHLY REPORT
(UNAUDITED)
AS OF JULY 30, 2010

SUMMARY OF OVER $10,000 EXPENDITURES APPROVED BY CITY MANAGER
JULY 2010

Description	Vendor	Award	Date
Lake P'Tree Bridge, Additional Design Work	Neel Schaffer	$ 20,000.00	07/09/2010

PURCHASING REPORT
FOR MONTH ENDED July 31, 2010 AND July 31, 2009

Activity	Fiscal Year 2010	Fiscal Year 2009
Purchase Orders / Requisitions Processed	234	279
City Store Requisitions Processed	13	9
Sealed Bids Requested	0	2
Requests for Proposals	0	0
Bids Awarded	0	5
Requests for Proposals Awarded	0	0
Contracts Prepared	0	4
Electronic Auction	0	0
Fixed Assets Purchased	2	11

City of Peachtree City
Information Technology Statistics
July 2010
(as of 8/26/2010)

Goals and Objectives Summary (Statistically-based):

Goal 1: Minimize down-time for all critical servers.

Objective 1: Ensure maximum 5% downtime annually (438 hours out of 8,760 available hours) for primary application, file and email servers

Reported hours of downtime in July 2010 – 0 hours (100.00% uptime, 0.00% downtime)
Reported hours of downtime in FY2010 – 17.75 hours (99.76% uptime, 0.24% downtime)
Reported hours of downtime in FY2009 – 21.67 hours (99.75% uptime, 0.25% downtime)

Goal 2: Improve first call resolution for technical support issues.

Objective 1: Ensure first call resolution 90% of the time within 1 hour for "emergency" issues, 4 hours for "important" issues, and 12 hours for "normal" issues.

NOTES – In December 2009, I.T. switched to a new tracking system that does not adjust for non working hours. The statistics now count from the time the call is entered into the system until it is closed. The System Administrator adjusts the time for off-hours to create the final duration of a call.

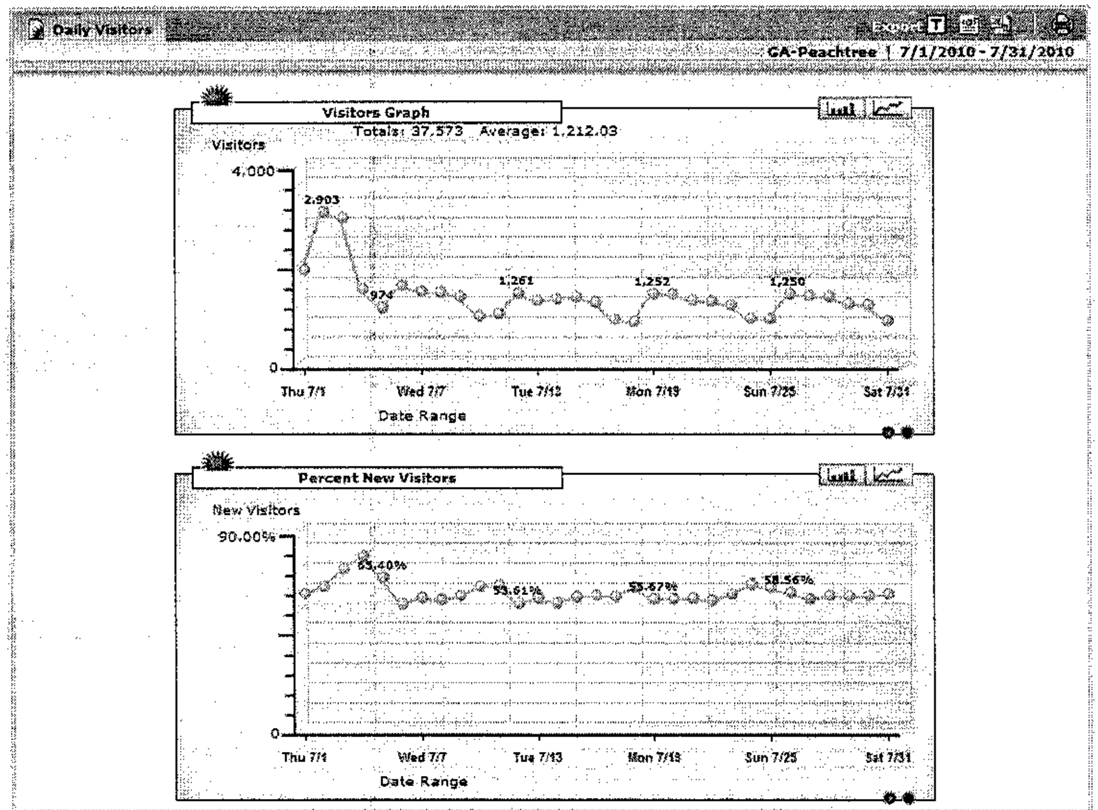
Period	Total Number of Issues	Number of Issues Resolved in same month	%	Number of "Emergency" Issues	Number of "Emergency" Issues Resolved in 1 hour	%	Number of "Important" Issues	Number of "Important" Issues Resolved in 4 hours	%	Number of "Normal" Issues	Number of "Normal" Issues Resolved in 12 hours	%
June 2010	107	107	100.00%	1	1	100.00%	5	4	80.00%	101	90	89.1%
July 2010	145	142	97.93%	1	1	100.00%	7	5	71.43%	137	121	88.3%
FY2010	1073	1048	97.67%	7	7	100.00%	43	33	76.74%	1023	888	86.80%
FY2009	1309	1267	96.79%	1	0	0.00%	27	26	96.30%	1260	1141	90.6%

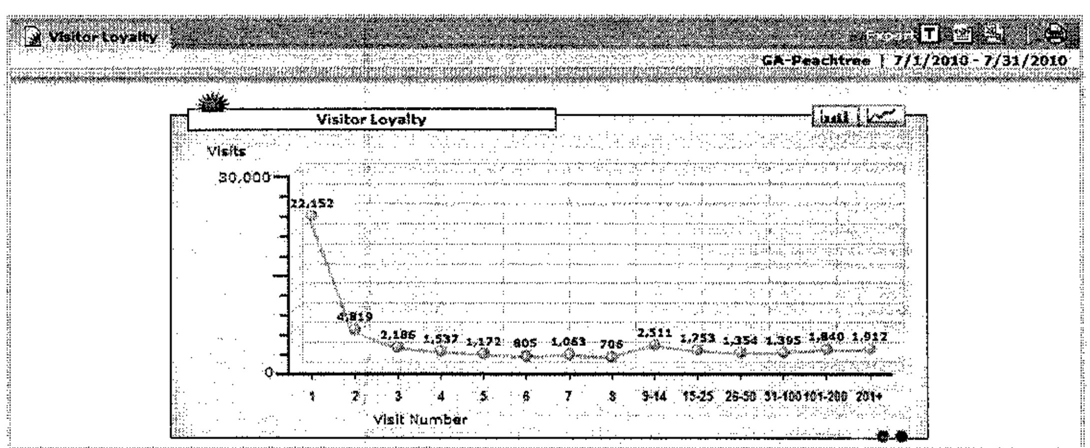
Website Statistics for www.peachtree-city.org – July 2010

Visits

A visit is defined as a series of actions that begins when a visitor views their first page from the server, and ends when the visitor leaves the site or remains idle beyond the idle-time limit.

Total Number of Website Visits in July 2010 – 45,205
Unique Visitors – 30,740

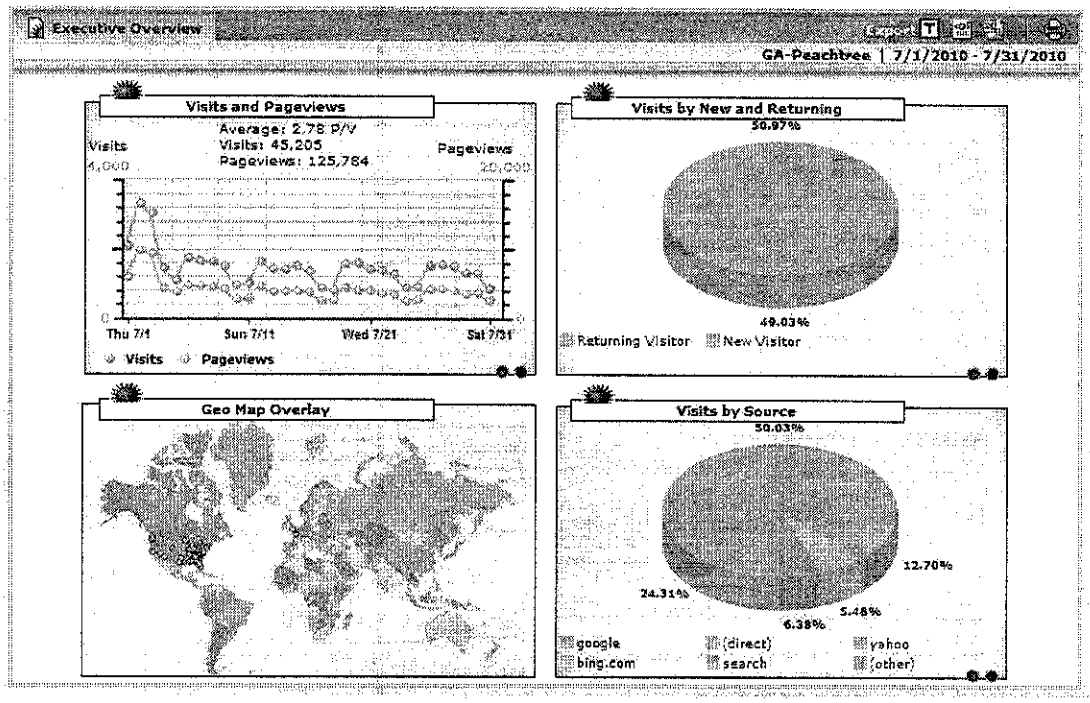




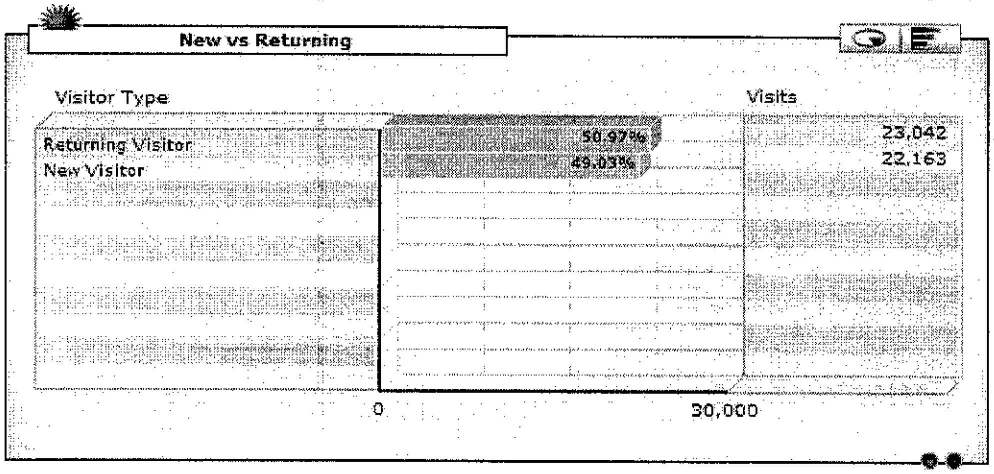
Top Pages for July 2010:

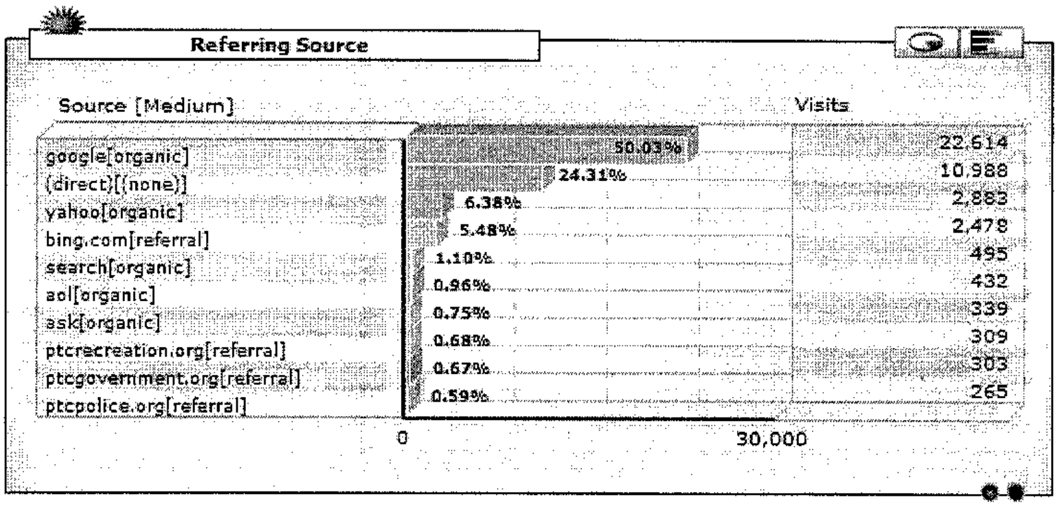
	Page Titles	Visits	Pageviews	Avg Time	% Exit
1.	Peachtree City, GA - Official Website	30,128	56,918	00:01:03	33.02%
2.	Peachtree City, GA - Official Website - Online Resources	4,207	5,538	00:03:59	75.53%
3.	Peachtree City, GA - Official Website	1,879	3,087	00:01:12	37.19%
4.	Peachtree City, GA - Official Website - Police	1,251	1,880	00:01:29	58.09%
5.	Peachtree City, GA - Official Website - Library	1,183	2,705	00:00:50	40.37%
6.	Peachtree City, GA - Official Website - Kedron Fieldhouse and Aquatic Center	1,001	2,034	00:01:48	44.40%
7.	Peachtree City, GA - Official Website - Street and Path Map	990	1,907	00:02:06	49.82%
8.	Peachtree City, GA - Official Website - Parks and Recreation	835	2,252	00:01:04	25.98%
9.	Peachtree City, GA - Official Website - Restaurants	752	1,377	00:02:22	51.78%
10.	Peachtree City, GA - Official Website - Paths & Golf Carts	730	2,692	00:01:03	25.41%

July 2010 Executive Overview:

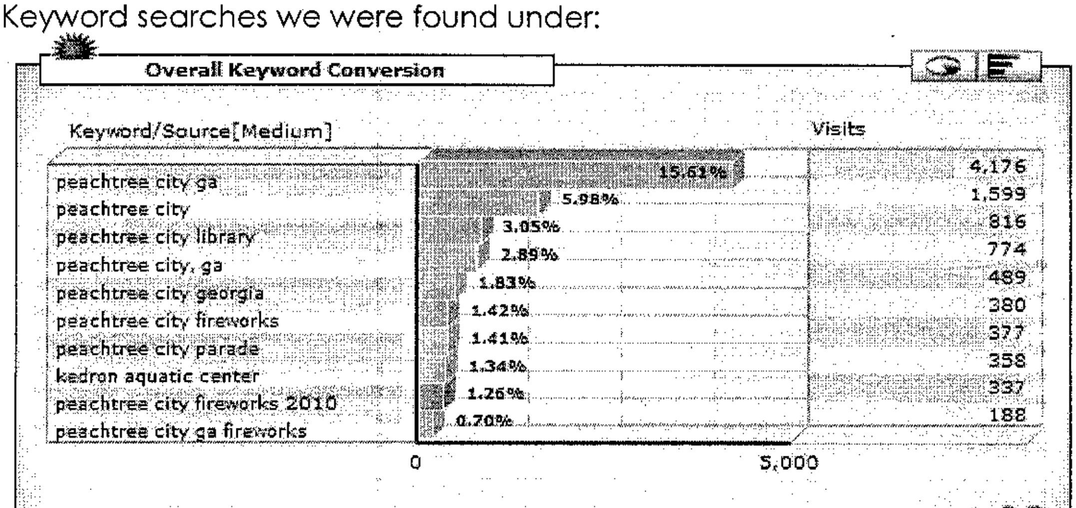


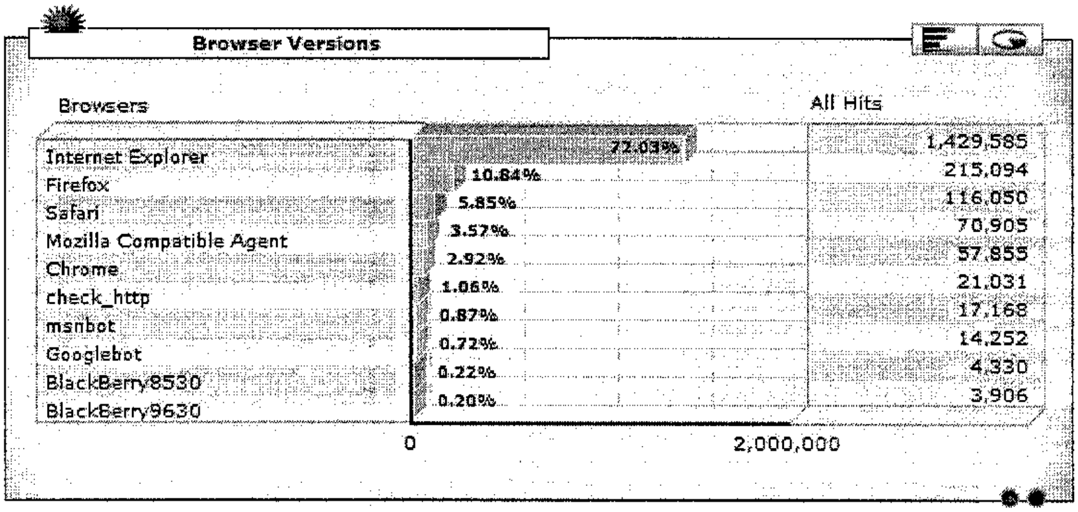
Visitors, Search Engine Performance, etc.

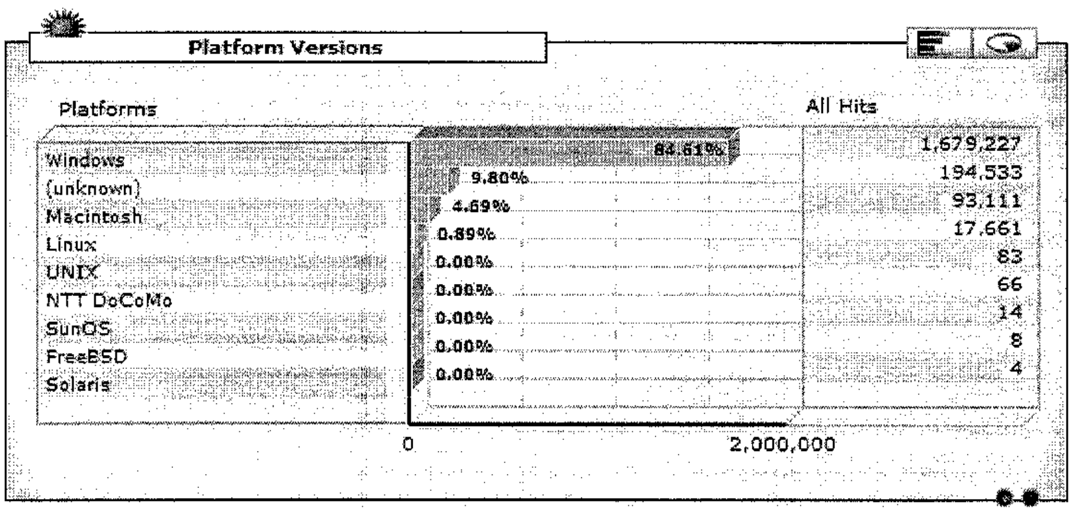


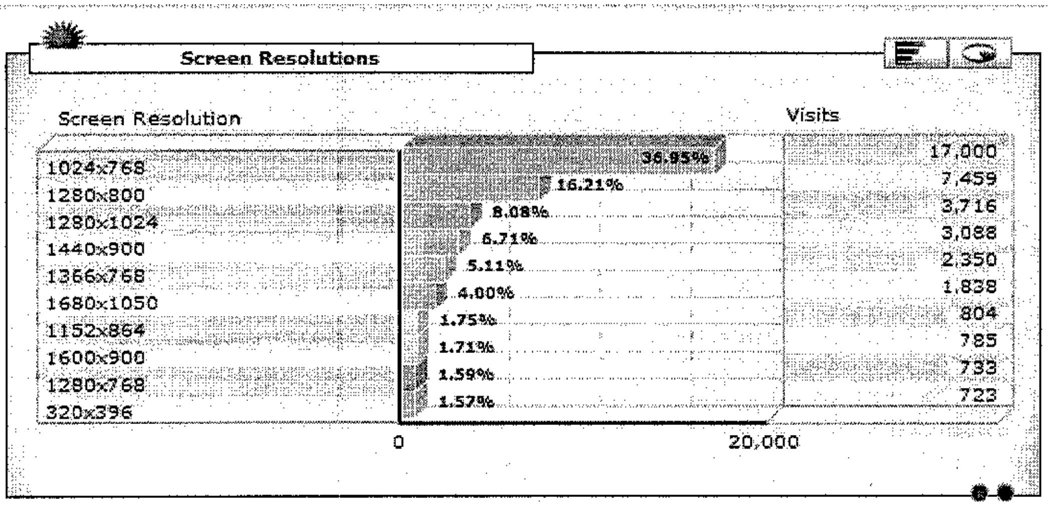


Keyword searches we were found under:



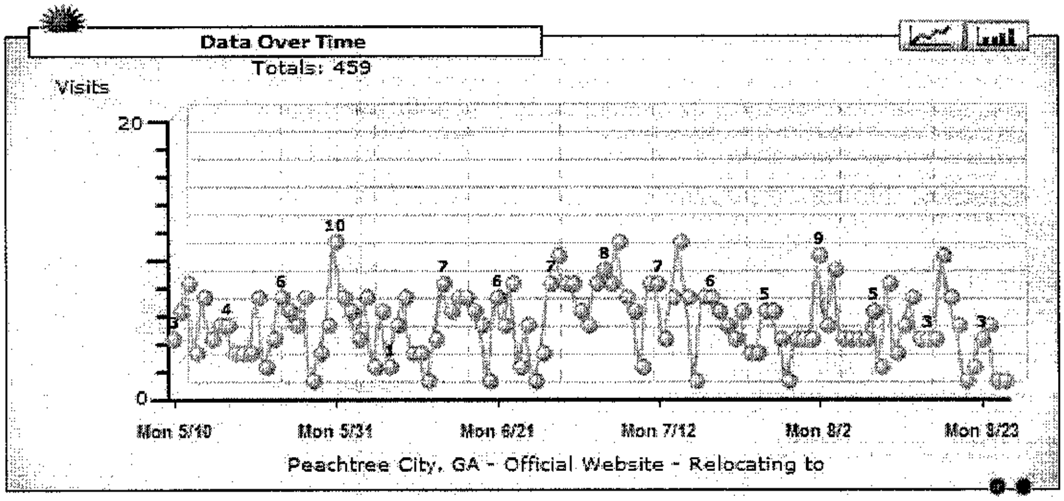

Browser Versions
Browsers
All Hits
Internet Explorer
Firefox
Safari
Mozilla Compatible Agent
Chrome
check_http
msnbot
Googlebot
BlackBerry8530
BlackBerry9630
72.03%
10.84%
5.85%
3.57%
2.92%
1.06%
0.87%
0.72%
0.22%
0.20%
1,429,585
215,094
116,050
70,905
57,855
21,031
17,168
14,252
4,330
3,906
0
2,000,000


Platform Versions
Platforms
All Hits
Windows
(unknown)
Macintosh
Linux
UNIX
NTT DoCoMo
SunOS
FreeBSD
Solaris
84.61%
9.80%
4.69%
0.89%
0.00%
0.00%
0.00%
0.00%
0.00%
1,679,227
194,533
93,111
17,661
83
66
14
8
4
0
2,000,000

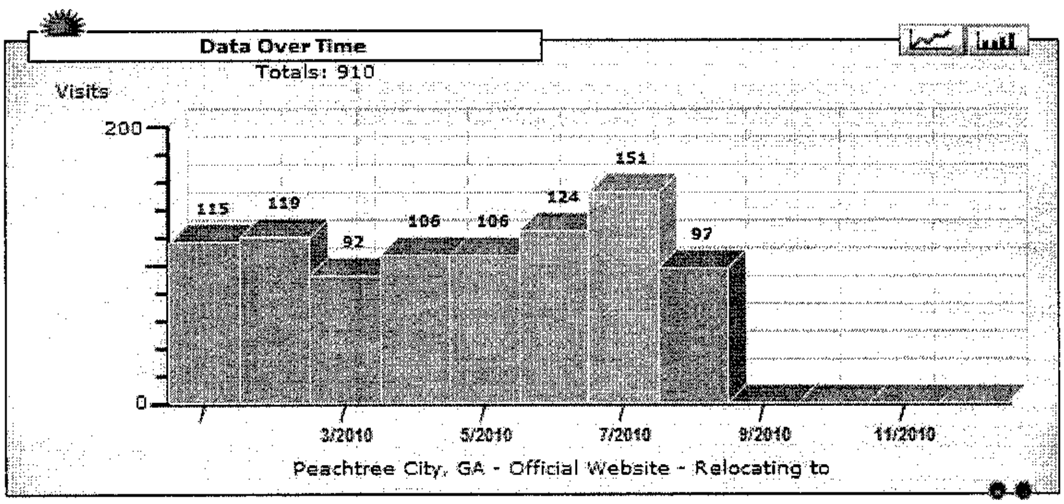

Screen Resolutions
Screen Resolution
Visits
1024x768
1280x800
1280x1024
1440x900
1366x768
1680x1050
1152x864
1600x900
1280x768
320x396
36.95%
16.21%
8.08%
6.71%
5.11%
4.00%
1.75%
1.71%
1.59%
1.57%
17,000
7,459
3,716
3,088
2,350
1,838
804
785
733
723
0
20,000

Clickthrough target from front page – Relocating to PTC (business)

Visits to that page from May 10, 2010 (prior to front page splash) to August 25, 2010



Visits by month



PEACHTREE CITY FIRE/EMS DEPARTMENT
2010 MONTHLY REPORT

	June. 2010	July. 2010	2010 FY-T-D	2009 FY-T-D
FIRE/ACCIDENT CALLS				
Actual Residential Fires	3	1	21	23
Actual Business/Industrial Fires	1	1	6	9
Rescue/EMS Assist	174	183	1662	1479
Vehicle/Golfcart Accidents	19	21	158	188
False Alarms	29	52	284	227
[1]Other	34	46	324	274
Total Engine Response	260	304	2455	2200
Dispatched Fire Calls	76	105	669	549
Response Time Fire	4:34	4:23	4:58	5:00
RESCUE/EMS				
Trauma	43	39	321	328
Medical	151	168	1472	1344
Total # Patients	194	207	1793	1672
Patients Transported	105	108	995	859
Dispatched EMS Calls	192	197	1791	1658
[2]Total Medic Response	219	236	2086	1991
Response Time EMS	4:36	4:44	4:32	4:30
Dispatched Fire/EMS Total	268	302	2460	2207
EMS BILLING				
Patients Billed	105	107	989	848

[1]Other miscellaneous responses; gas and water leaks, hazmat spills, etc.

[2]Includes Fire Assist Responses

LEISURE SERVICES MONTHLY REPORT

Jul-10

Activity Description	Unit	July10	FY 2010 YTD	FY 2009 YTD
Library				
Books Circulated	number	44,723	395,623	388,094
Internet Usage	visits	3,097	30,930	32,178
Volunteer Hours Worked *	hours	299	1,797	1,579
Computer Lab Use **	hours	0	0	38
New tracking category				
*****Lab closed due to hour reductions***				
Recreation				
Class/Program Revenue	$	$14,388	$62,560	$50,315
Playing Field Preparations	hours	925	7,030	7,015
Building Maintenance	hours	546	4,811	4,747
Litter Removal	hours	338	2,993	2,931
Complaints answered	number	1	21	18

Kedron Revenue Update

		July-10	FY2010 YTD	FY 2009 YTD	FY 2008 YTD
Classes/Programs		$8,885.00	$37,521.00	$25,996.00	$30,740.00
Pool Revenue		$15,067.00	$116,165.00	$91,086.00	$76,572.00
Rentals		$190.00	$8,675.00	$2,290.00	$2,715.00
Open Gym		$1,689.00	$3,921.00		
Total		$25,830.00	**$166,281.00**	**$119,372.00**	$110,027.00

Kedron staff reports that all camps and classes have increased in participants/revenue from last year. $4K increase in pool revenue for July due to increased fees and heavy use during hot summer. July rentals mostly birthday parties. August rentals include Boy Scout boat race; company seminar; SS&Co lifeguard training. Increase in open gym revenue each month since implementing that fee. Upcoming revenue event, Jewelry and Apparel Show November 6. No-fee use by PTC Hockey for training and another coming in August; youth association registrations for Flash, Girls Softball, Basketball.

PEACHTREE CITY POLICE DEPARTMENT
2010 MONTHLY REPORT

	JULY 2010	JUNE 2010	2010 Calendar Year to Date	2009 Calendar Year to Date
PART I CRIMES				
Criminal Homicide	0	0	0	0
Forcible Rape	0	0	1	4
Robbery	0	1	2	3
Aggravated Assault	1	2	5	7
Arson	2	1	6	0
Motor Vehicle Theft	5	10	35	45
Theft	39	33	223	300
Burglary	1	2	16	30
TOTAL PART I CRIMES	**48**	**49**	**288**	**389**
ALCOHOL/DRUG ARRESTS				
DUI – TOTAL	11	11	102	116
DUI – ADULT	9	10	91	105
DUI – UNDERAGE	2	1	11	11
MINOR IN POSSESSION OF ALCOHOL	11	6	52	66
DRUG ARRESTS:				
MARIJUANA	4	6	45	61
METHAMPHEDIMINE	0	0	0	3
COCAINE	0	0	2	3
OTHER (opium, heroin, etc)	1	0	1	1
ARRESTS				
PROPERTY CRIMES	15	17	132	133
PERSON CRIMES	4	7	56	62
CITY ORDINANCES	77	84	373	259
TRAFFIC OFFENSES	24	31	231	285
OTHER	54	62	355	254
AVERAGE RESPONSE TIME	9.08	9.39	8.93	7.28
CALLS ANSWERED	**4,969**	**4,720**	**32,210**	**34,477**
PULLOVERS	**1,455**	**1,462**	**10,937**	**6,138**

TRAFFIC				
CITATIONS ISSUED	833	842	5,826	3,534
WARNINGS	863	843	7,234	3,755
ACCIDENTS	95	91	617	590

TOP 5 ACCIDENT LOCATIONS – MONTH

HWY 54 / HUDDLESTON RD	6
HWY 54 / HWY 74	5
HWY 54 / WALT BANKS RD	4
HWY 54 / PEACHTREE PARKWAY	2
HWY 54 / PLANTERRA WAY	2

TOP 5 ACCIDENT LOCATIONS – YDT

HWY 54 / HWY 74	35
HWY 54 / HUDDLESTON RD	26
HWY 54 / PEACHTREE PARKWAY	22
HWY 54 / PLANTERRA WAY	18
HWY 74 / ROCKAWAY ROAD	14

Peachtree City Police Department
Code Enforcement
July 2010

Case Types	New Cases	Notice of Violations		Citations	Unfounded
		Reactive	Proactive		
Cleanliness of Premises (Grass)	104	8	96	2	1
Cleanliness of Premises (Trash)	45	7	38	3	3
Cleanliness of Premises (Automobiles)	12	0	15	0	0
Parking Restrictions	21	8	15	2	0
Accessory Use to Dwellings	11	4	7	1	0
Occupational Tax Required	220	325	0	12	0
Signs Violations	1	0	2	1	0
Miscellaneous	24	7	19	0	3
Subtotals	438	359	192	21	7
TOTALS	438	551		21	7
Signs Confiscated	328				

Cleanliness of Premises (Grass) are violations of Section 42-39 specifically when grass or weeds exceed eight (8) inches in height

Cleanliness of Premises (Trash) are violations of Section 42-39 specifically for trash, rubbish, debris on property

Cleanliness of Premises (Automobiles) are violations of Section 42-39 specifically for abandoned/inoperable autos/golf carts

Parking Restrictions are violations of Section 78-17 (a) Parking on an Unpaved Surface

Accessory Use to Dwellings are violations of Art IX Section 908.1(I) refering to boats, trailers, campers, etc in the front of residence

Occupational Tax Required are violations of Section 74-36 Occupational Tax Required-Failure to Pay

Sign Violations are violations of Chapter 66 the Peachtree City Sign Ordinance

Miscellaneous are the violations of Peachtree City Code of various sections that generally do not repeat in great numbers

Signs Confiscated is the total number of signs recovered from the field that were recovered without notice

***Numbers of Notice of Violations, Unfounded and Citations will not equal the number of new cases due to the monthly case activity covering previous months cases and multiple Notice of Violations can be issued for a case type.

PUBLIC SERVICES MONTHLY REPORT
JULY 2010

Activity Description	Unit	July-10	FY2010 YTD	FY2009 YTD
Street Patching	Hrs.	80	2,121	1,328
Street Crack Sealing	Hrs.	29	311	405
Street Crack Sealing	Mi.	0	2.00	2.32
Street General Miantenance	Hrs.	288	4,223	4,330
Storm Water Maintenance	Hrs.	196	3,301	4,267
Cart Path Paving	Ft.	0	9,972	13,157
Cart Path Prepped for Paving	Ft.	2,298	~~~	~~~
Cart Path Litter Removal	Hrs.	75	2,200	1,405
Cart Path Drainage Maintenance	Hrs.	135	1,211	1,619
Cart Path General Maintenance	Hrs.	729	6,580	5,686
Subdivision Sign Maintenance	Hrs.	27	271	271
Traffic Sign Maintenance	Hrs.	135	1,575	1,343
Vandalism Repairs	Hrs.	27	218	300
Vandalism Repairs	Dls.	$1,223.00	$6,480.00	$8,415.00
Citizen Complaints Answered	Num.	145	1,297	1,150
RECYCLING SITE				
Manhours	Hrs.	52	511	1,072
Participants:				
Recycling	Num.	805	10,509	5,001
Composting	Num.	835	9,279	10,329
Mulch Pick UP	Num.	0	39	309
Streets Adopted for Litter Pickup	Miles	7.35		
Cart Paths Adopted for Litter Pickup	Miles	64.25		

COMMISSION/AUTHORITY ATTENDANCE RECORD

Planning Commission
Board name

July 2010
Report Date: Month Year

Name & Date of Appointment	Meetings Held Past 12 Months	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
Patrick Staples *10/01/2006*	17	17	17	0		**100%**
Theo Scott *10/01/2004*	17	17	14	3	02/02/10, 3/2/10*, 3/8/10*	**82%**
Larry Sussberg *10/01/2008*	17	17	16	1	03/08/10	**94%**
Joe Frazar *10/17/2008*	17	17	15	2	12/14/09, 5/10/10	**88%**
Lynda Wojcik *02/23/2009*	17	17	16	1	05/10/10	**94%**
Lisa Curtis - RESIGNATION TENDERED 7/12/10 *10/01/2009*						

* Medical absence

COMMISSION/AUTHORITY ATTENDANCE RECORD

RECREATION COMMISSION **July 19, 2010**

Name & Date of Appointment	Meetings Held Past 12 Months	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
Mark Ballard *01-Jan-08*	15	15	13	2	12/14/2009 12/16/2009	**87%**
Joe Keubler *01-Jan-10*	15	9	8	1	05/04/2010	**89%**
Vince Obsitnik *01-Jan-08*	15	15	13	2	12/14/2009 03/15/2010	**87%**
Eric Snell *01-Jan-10*	15	9	9	0		**100%**
Shayne Robinson *01-Jan-09*	15	15	15	0		**100%**

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **City Council**

VIA: **City Manager**

FROM: **Director of Leisure Services**

DATE: **August 25, 2010**

SUBJECT: **Consider Approval of Kedron Facility as Red Cross Shelter**
For September 2, 2010 City Council Meeting

Recommendation: That the City Council approves an agreement with the Red Cross to use the Kedron Fieldhouse and Aquatic Center as a shelter in the event of an emergency situation calling for Red Cross involvement, and authorizing the City Manager to sign the agreement. In addition, request that Council authorize the City Manager to sign a future, similar agreement relative to the Gathering Place with amended content based on differences in desired shelter amenities at the Gathering Place.

Background: The Red Cross recently came to Peachtree City to look at several sites as potential shelters, including the Gathering Place, Kedron Fieldhouse and The Bridge. The Gathering Place didn't fully meet their needs for open floor space, ample kitchen and food service areas and other features needed for mass sheltering. They were enthusiastic about Kedron and The Bridge. They are executing an agreement with The Bridge separately. The attached agreement is for Kedron only. I have also discussed with the Red Cross an agreement for the Gathering Place just in case we would need to use it; the agreement is a requirement to be considered for reimbursement. The Gathering Place agreement will be slightly different from this one due to the differences in the facility and I plan to get the Red Cross inspectors back to go over it with them. You can expect to see that agreement in the future.

As you'll see the agreement calls for identification of a Facility Coordinator as liaison with the Red Cross. I would foresee that being filled by a member of the Kedron staff so we have someone there familiar with the facility. The terms also call for assigning someone as Food Service Manager and a Facility Custodian. These two posts don't necessarily need to be Kedron staff but we would endeavor to at least start with Kedron staff to stand up the shelter, then work out contact reliefs in the event the shelter was needed for longer term. The City Attorney has reviewed and approved this agreement.

Budget Impact: These agreements must be in place in order to facilitate reimbursement to the city if these shelters were ever to be needed.

American Red Cross
Shelter Agreement

The American National Red Cross ("Red Cross"), a not-for-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disaster strikes. The disaster relief activities of the Red Cross are made possible by the American public, as the organization is supported by private donations and facility owners who permit their buildings to be used as a temporary refuge for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility as an emergency shelter during a disaster.

DR#: ____________________ Facility: Kedron Fieldhouse/Aquatic Center

Parties and Facility

Owner:

Legal name: City of Peachtree City
Chapter: ____________________
24-Hour Point of Contact:
Name and title: ____________________
Work phone: ____________________ Cell phone/pager: ____________________
Address for Legal Notices:
151 Willowbend Road
Peachtree City, GA 30269

Red Cross:

Legal name: The American National Red Cross
Chapter: Metropolitan Atlanta Chapter
24-Hour Point of Contact:
Name and title: Marilyn M. Self, Manager, Disaster Readiness
Work phone: (404) 876-3302 Cell phone/pager: (404) 309-5292
Address for Legal Notices:
1955 Monroe Drive, NE
Atlanta, Georgia 30324

Copies of legal notices must also be sent to:
The American National Red Cross, Office of the General Counsel,
2025 E Street, NW, Washington DC 20006
and
The American National Red Cross, Disaster Operations,
2025 E Street NW, Washington, DC 20006.

Shelter Facility:
(Insert name and complete street address of building or, if multiple buildings, write "See attached Facility List" and attach Facility List including complete street address of each building that is part of this Agreement).

Kedron Fieldhouse/Aquatic Center
202 Kedron Drive
Peachtree City, GA 30269

Terms and Conditions

1. Use of Facility: Upon request and if feasible, the Owner will permit the Red Cross to use the Facility on a temporary basis as an emergency public shelter.

2. Shelter Management: The Red Cross will have primary responsibility for the operation of the shelter and will designate a Red Cross official, the Shelter Manager, to manage the sheltering activities. The Owner will designate a Facility Coordinator to coordinate with the Shelter Manager regarding the use of the Facility by the Red Cross.

3. Condition of Facility: The Facility Coordinator and Shelter Manager (or designee) will jointly conduct a pre-occupancy survey of the Facility before it is turned over to the Red Cross. They will use the first page of the *Facility/Shelter Opening/Closing Form*, available on CrossNet, to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment that the Red Cross should not use while sheltering in the Facility. The Red Cross will exercise reasonable care while using the Facility as a shelter and will make no modifications to the Facility without the express written approval of the Owner.

4. Food Services: Upon request by the Red Cross, and if such resources exist and are available, the Owner will make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. The Facility Coordinator will designate a Food Service Manager to coordinate the provision of meals at the direction of and in cooperation with the Shelter Manager. The Food Service Manager will establish a feeding schedule, determine food service inventory and needs, and supervise meal planning and preparation. The Food Service Manager and Shelter Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies in the Facility before it is turned over to the Red Cross.

5. Custodial Services: Upon request by the Red Cross and if such resources exist and are available, the Owner will make its custodial resources, including supplies and custodial workers, available to provide cleaning and sanitation services at the shelter. The Facility Coordinator will designate a Facility Custodian to coordinate the provision of cleaning and sanitation services at the direction of and in cooperation with the Shelter Manager.

6. Security: In coordination with the Facility Coordinator, the Shelter Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any public safety issues at the Shelter.

7. Signage and Publicity: The Red Cross may post signs identifying the shelter as a Red Cross shelter in locations approved by the Facility Coordinator and will remove such signs when the shelter is closed. The Owner will not issue press releases or other publicity concerning the shelter without the express written consent of the Shelter Manager. The Owner will refer all media questions about the shelter to the Shelter Manager.

8. Closing the Shelter: The Red Cross will notify the Owner or Facility Coordinator of the closing date for the shelter. Before the Red Cross vacates the Facility, the Shelter Manager and Facility Coordinator will jointly conduct a post-occupancy survey, using the second page of the Shelter/Facility Opening/Closing Form to record any damage or conditions. The Shelter Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the shelter operation.

9. Reimbursement: The Red Cross will reimburse the Owner for the following:

   a. *Damage to the Facility or other property of Owner*, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross will select from among bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.

b. *Reasonable costs associated with custodial and food service personnel* which would not have been incurred but for the Red Cross's use of the Facility for sheltering. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.

c. *Reasonable, actual, out-of-pocket operational costs*, including the costs of the utilities indicated below, to the extent that such costs would not have been incurred but for the Red Cross's use of the Premises (both parties must initial all utilities to be reimbursed by the Red Cross):

	Owner initials	Red Cross initials
Water		
Gas		
Electricity		
Waste Disposal		

The Owner will submit any request for reimbursement to the Red Cross within 60 days after the shelter closes. Any request for reimbursement for food, supplies or operational costs must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked at the shelter.

10. Insurance: The Red Cross shall carry insurance coverage in the amounts of at least $1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction within which the facility is located and $1,000,000 in Employers' Liability.

11. Indemnification: The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to bodily injury, death and property damage arising from the negligence of the Red Cross during the use of the Premises.

12. Term: The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

City of Peachtree City
Owner (legal name)

By (signature)

Name (printed)

Title

Date

THE AMERICAN NATIONAL RED CROSS
(legal name)

By (signature)

Marilyn M. Self
Name (printed)

Manager, Disaster Readiness
Title

Date

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor and City Council**
VIA:	**City Manager**
FROM:	**Public Services Director**
DATE:	**August 25, 2010**
SUBJECT:	**Stormwater Drainage Easement** ***September 2, 2010 City Council Meeting***

Recommendation:

Staff recommends that City Council accept the attached easement for stormwater maintenance.

Discussion:

The culvert between 303 and 305 Pinemount Drive in the Golfview Subdivision is causing flooding down stream. As such staff needs to modify or replace the existing pipe to eliminate the flooding. Because the City does not currently have an easement large enough to complete this work, one was requested from the homeowners. Therefore Staff recommends acceptance of this easement.

Budget Impact:

There is no budget impact for this particular agreement.

Attachment

Cc: File

After recording, return to:

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

STATE OF GEORGIA
COUNTY OF FAYETTE

DEED OF EASEMENT

THIS INDENTURE, made and entered into this 6 day of May in the year 2010, between Mortimer J. Sams and Ola H. Sams, as parties of the first part, hereinafter collectively referred to as "GRANTOR", and the City of Peachtree City, a political subdivision of the State of Georgia, as party of the second part, hereinafter referred to as "GRANTEE" (GRANTOR" and "GRANTEE" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESS THAT: Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these present does hereby grant, bargain, sell, alien, convey and confirm unto the said Grantee the following:

A perpetual non-exclusive easement over, through, under and across certain property consisting of approximately 1045.44 square feet in area as shown crosshatched on the plat of survey titled "Lot 22, Block C Golfview Subdivision Section 11", prepared by W.D. Gray and Associates, Inc. for the City of Peachtree City, Georgia, dated May, 18 2009, said plat attached hereto and made a part of this deed as Exhibit "A," said easement being more particularly described in the Legal Description attached hereto as Exhibit "B," which Exhibits are incorporated herein by express reference and made a part hereof.

The purpose of the grant of easement is to allow the Grantee, through its agents and employees, the right and privilege to install, construct and maintain a Drainage Easement, together with all necessary and required pipes, conduits and apparatus, over, through, under, and across the subject properties. The permanent easement herein granted shall be perpetual in duration.

The Grantor shall assume no liability for injuries or damages to public users of the City's drainage easement, and Grantor shall forfeit no other property rights by virtue of the existence of this easement on his property.

This instrument shall be binding upon the heirs, successors and assigns of the Grantor herein and shall inure to the benefit of the successors in interest of the grantee herein.

IN WITNESS WHEREOF, the grantor has hereunto set their hands and seals, or if corporate, have caused this document to be executed by its duly authorized officers and its seal to be hereunto affixed, as of this day and the year first above written.

OWNERS:

Mortimer J. Sams

Ola H. Sams

Signed sealed and delivered,
In the presence of

Witness

NOTARY:

Cheryl Nuqui
Printed name

Signature

My Commission expires:

SEAL

CHERYL L. NUQUI
NOTARY
EXPIRES
GEORGIA
MARCH 5, 2012
PUBLIC
FAYETTE COUNTY

EXHIBIT "B"

PERMANANT DRAINAGE EASEMENT

Lot 22, Block C
Golfview Subdivision
Section 11

All that tract or parcel of land lying and being in Land Lot 125 of the 7th District, Fayette County Georgia and being more particularly described as follows:

Beginning at the intersection of the Easterly Right-of-Way of Golf View Drive (60' Right-of-Way) and the Northerly Right-of-Way of Oakmount Drive (60' Right-of-Way); Thence long the Northerly Right-of-Way of Oakmount Drive a distance of 183.83 feet to a point; Thence leaving said Right-of-Way North 36 degrees 12 minutes 30 seconds East a distance of 207.39 feet to a point; Thence South 75 degrees 57 minutes 14 seconds East a distance of 22.34 feet to a point and the TRUE POINT OF BEGINNING; Thence South 75 degrees 57 minutes 14 seconds East distance of 25.29 feet to a point; Thence South 41 degrees 55 minutes 15 seconds West a distance of 45.00 feet to a point; Thence North 48 degrees 04 minutes 45 seconds West a distance of 29.79 feet to a point; Thence North 36 degrees 12 minutes 30 seconds East a distance of 8.11 feet to a point;Thence North 60 degrees 04 minutes 51 seconds East a distance of 26.42 feet to a point and the TRUE POINT OF BEGINNING; said tract containing 0.024 Acres more or less (1045.44 +/- Square Feet) and being shown as a Drainage and Access Easement Area on a plat prepared for The City of Peachtree City by W.D. Gray and Associates, Inc. dated May 18, 2009.

LOT 22, BLOCK C
GOLFVIEW SUBDIVISION
SECTION 11

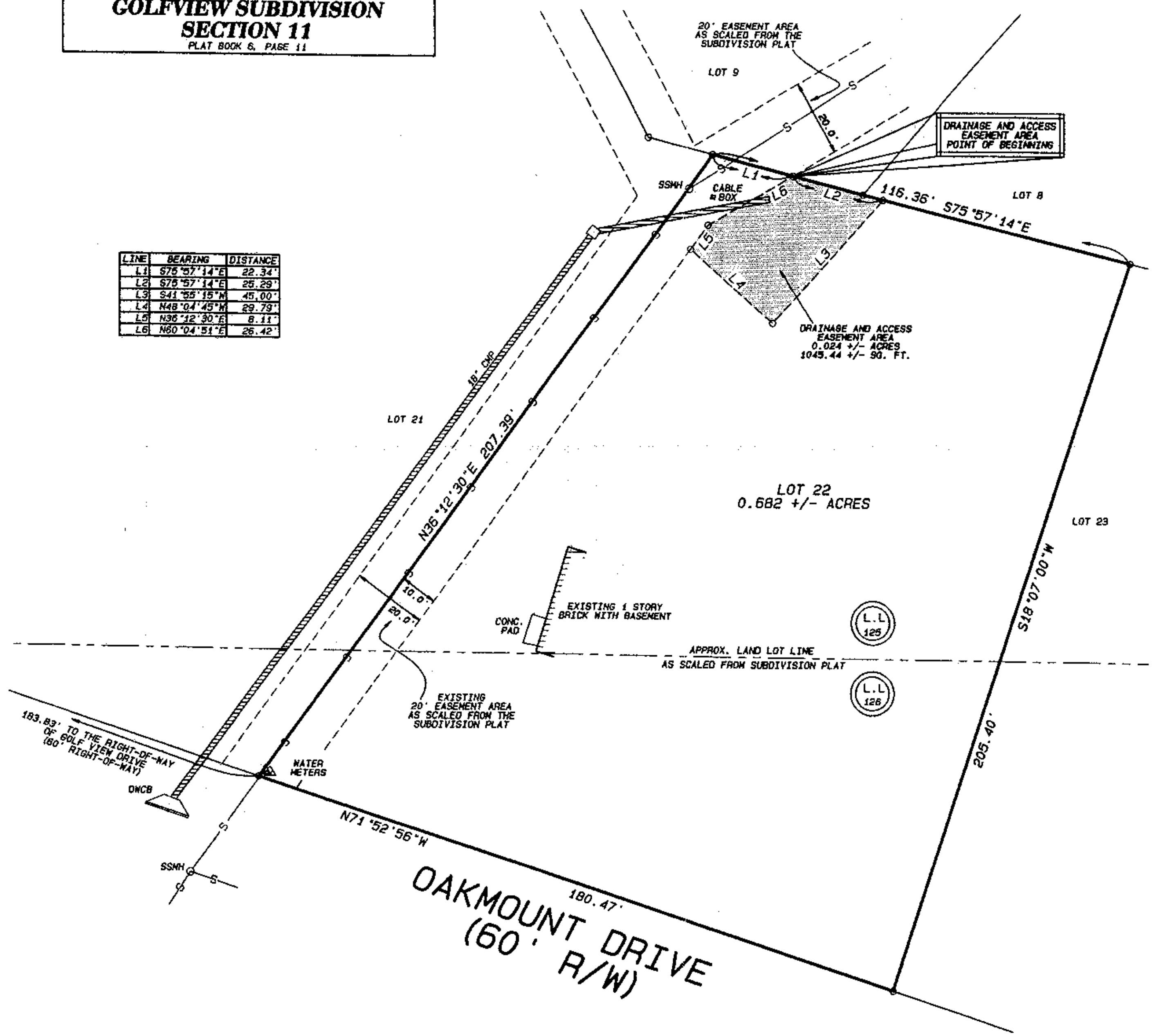
PLAT BOOK 6, PAGE 11

NORTH BASED ON SUBDIVISION PLAT PLAT BOOK 6, PAGE 11

-N-

LEGEND
LP - LIGHT POLE
CMP - CORRUGATED METAL PIPE
DWCB - DOUBLE WING CATCH BASIN
SSMH - SANITARY SEWER MANHOLE
L.L. - LAND LOT
——S—— SEWER LINE
EP - EDGE OF PAVEMENT

LINE	BEARING	DISTANCE
L1	S75°57'14"E	22.34'
L2	S75°57'14"E	25.29'
L3	S41°55'15"W	45.00'
L4	N48°04'45"W	29.79'
L5	N36°12'30"E	8.11'
L6	N60°04'51"E	26.42'



BOUNDARY INFORMATION SHOWN TAKEN FROM PLAT BOOK 6, PAGE 11

This plat was prepared for the exclusive use of the person, persons, or entity named hereon. Said plat does not extend to any unnamed person, persons or entity without a recertification by the surveyor naming said person, persons or entity.

GRAPHIC SCALE 1"=20'

0 20 40 60

W.D. Gray and Associates, Inc.

land surveyors - planners

160 Greencastle Road Suite B
Tyrone, GA 30290

(770) 486-7552 Fax (770) 486-0496

Prepared For:

CITY OF PEACHTREE CITY

LAND LOTS: 125 & 126	DATE OF DRAWING: 05/18/09
DISTRICT: 7TH	REV.
FAYETTE COUNTY, GA CITY OF PEACHTREE CITY	SHEET 1 OF 1
SCALE: 1" = 20'	JOB NO: 0901009

After recording, return to:

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

STATE OF GEORGIA
COUNTY OF FAYETTE

DEED OF EASEMENT

THIS INDENTURE, made and entered into this 29 day of July in the year 2010, between Delta B. Gillum, as party of the first part, hereinafter referred to as "GRANTOR", and the City of Peachtree City, a political subdivision of the State of Georgia, as party of the second part, hereinafter referred to as "GRANTEE" (GRANTOR" and "GRANTEE" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESS THAT: Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these present does hereby grant, bargain, sell, alien, convey and confirm unto the said Grantee the following:

A perpetual non-exclusive easement over, through, under and across certain properties consisting of approximately 566.28 square feet in area and 348.48 square feet in area as shown crosshatched on the plat of survey titled "Lot 9, Block C Golfview Subdivision Section 11", prepared by W.D. Gray and Associates, Inc. for the City of Peachtree City, Georgia, dated May, 18 2009, said plat attached hereto and made a part of this deed as Exhibit "A," said easements being more particularly described in the Legal Description attached hereto as Exhibit "B," which Exhibits are incorporated herein by express reference and made a part hereof.

The purpose of the grant of easement is to allow the Grantee, through its agents and employees, the right and privilege to install, construct and maintain a Drainage Easement, together with all necessary and required pipes, conduits and apparatus, over, through, under, and across the subject properties. The permanent easement herein granted shall be perpetual in duration.

The Grantor shall assume no liability for injuries or damages to public users of the City's drainage easement, and Grantor shall forfeit no other property rights by virtue of the existence of this easement on his property.

This instrument shall be binding upon the heirs, successors and assigns of the Grantor herein and shall inure to the benefit of the successors in interest of the grantee herein.

IN WITNESS WHEREOF, the grantor has hereunto set their hands and seals, or if corporate, have caused this document to be executed by its duly authorized officers and its seal to be hereunto affixed, as of this day and the year first above written.

OWNER:

deceased 2/4/08
Robert J. Gillum

Delta B. Gillum
Delta B. Gillum

Signed sealed and delivered,
In the presence of

Mary J. Chapman
Witness

NOTARY:

Judy Rodgers
Printed name

Judy Rodgers
Signature

My Commission expires: 2-23-14

SEAL

JUDY RODGERS NOTARY PUBLIC Exp. Feb. 23, 2014 GREENE COUNTY, GA

After recording, return to:

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

STATE OF GEORGIA
COUNTY OF FAYETTE

DEED OF EASEMENT

THIS INDENTURE, made and entered into this 19th day of MAY in the year 2010, between Brett J. Whitin and Cecily M. Nolan, as parties of the first part, hereinafter collectively referred to as "GRANTOR", and the City of Peachtree City, a political subdivision of the State of Georgia, as party of the second part, hereinafter referred to as "GRANTEE" (GRANTOR" and "GRANTEE" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESS THAT: Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these present does hereby grant, bargain, sell, alien, convey and confirm unto the said Grantee the following:

A perpetual non-exclusive easement over, through, under and across certain properties described consisting of approximately 2047.32 square feet in area and 217.80 square feet in area as shown crosshatched on the plat of survey titled "Lot 8, Block C Golfview Subdivision Section 11", prepared by W.D. Gray and Associates, Inc. for the City of Peachtree City, Georgia, dated May, 18 2009, said plat attached hereto and made a part of this deed as Exhibit "A," said easements being more particularly described in the Legal Description attached hereto as Exhibit "B," which Exhibits are incorporated herein by express reference and made a part hereof.

The purpose of the grant of easement is to allow the Grantee, through its agents and employees, the right and privilege to install, construct and maintain a Drainage Easement, together with all necessary and required pipes, conduits and apparatus, over, through, under, and across the subject properties. The permanent easement herein granted shall be perpetual in duration.

The Grantor shall assume no liability for injuries or damages to public users of the City's drainage easement, and Grantor shall forfeit no other property rights by virtue of the existence of this easement on his property.

This instrument shall be binding upon the heirs, successors and assigns of the Grantor herein and shall inure to the benefit of the successors in interest of the grantee herein.

IN WITNESS WHEREOF, the grantor has hereunto set their hands and seals, or if corporate, have caused this document to be executed by its duly authorized officers and its seal to be hereunto affixed, as of this day and the year first above written.

OWNERS:

Brett J. Whitin

Cecily M. Nolan

Signed sealed and delivered,
In the presence of

Cinnamon Mack
Witness

NOTARY:

Carla J. Clark
Printed name

Carla J. Clark
Signature

My Commission expires:

10/15/2010
SEAL

EXHIBIT "B"

PERMANANT DRAINAGE EASEMENT #1

Lot 8, Block C
Golfview Subdivision
Section 11

All that tract or parcel of land lying and being in Land Lot 125 of the 7th District, Fayette County Georgia and being more particularly described as follows:

Beginning at the intersection of the Easterly Right-of-Way of Golf View Drive (60' Right-of-Way) and the Southerly Right-of-Way of Pinemount Drive (50' Right-of-Way); Thence along the Southerly Right-of-Way of Pinemount Drive 946.00 feet to a point and the TRUE POINT OF BEGINNING; Thence along said Right-of-Way following a curve to the left having an arc length of 39.40 feet, a radius of 127.32 feet, a chord which bears South 60 degrees 30 minutes 56 seconds East, and a chord length of 39.24 feet to a point; Thence leaving said Right-of-Way South 60 degrees 04 minutes 51 seconds West a distance of 122.95 feet to a point; Thence North 41 degrees 55 minutes 15 seconds East a distance of 108.37 feet to a point on the Southerly Right-of-Way of Pinemount Drive and the TRUE POINT OF BEGINNING; said tract containing 0.047 acres more or less (2047.32 +/- Square Feet) and being shown as Drainage and Access Easement Area 1 on a plat prepared for The City of Peachtree City by W.D. Gray and Associates, Inc. dated May 18, 2009.

Collectively with

PERMANANT DRAINAGE EASEMENT #2

Lot 8, Block C
Golfview Subdivision
Section 11

All that tract or parcel of land lying and being in Land Lot 125 of the 7th District, Fayette County Georgia and being more particularly described as follows:

Beginning at the intersection of the Easterly Right-of-Way of Golf View Drive (60' Right-of-Way) and the Southerly Right-of-Way of Pinemount Drive (50' Right-of- Way); Thence along the Southerly Right-of-Way of Pinemount Drive 946.00 feet to a point; Thence leaving Said Right-of-Way South 41 degrees 55 minutes 15 seconds West a distance of 172.54 feet to a point and the TRUE POINT OF BEGINNING; Thence North 60 degrees 04 minutes 51 seconds East a distance of 16.04 feet to a point; Thence South 41 degrees 55 minutes 15 seconds West a distance of 56.34 feet to a point; Thence North 75 degrees 57 minutes 14 seconds West a distance of 5.66 feet to a point; Thence North 41 degrees 55 minutes 15 seconds East a distance of 43.74 feet to a point and the TRUE POINT OF BEGINNING; said tract containing 0.005 acres more or less (217.80 +/- Square Feet) and being shown as Drainage and Access Easement Area 2 on a plat prepared for The City of Peachtree City by W.D. Gray and Associates, Inc. dated May 18, 2009.

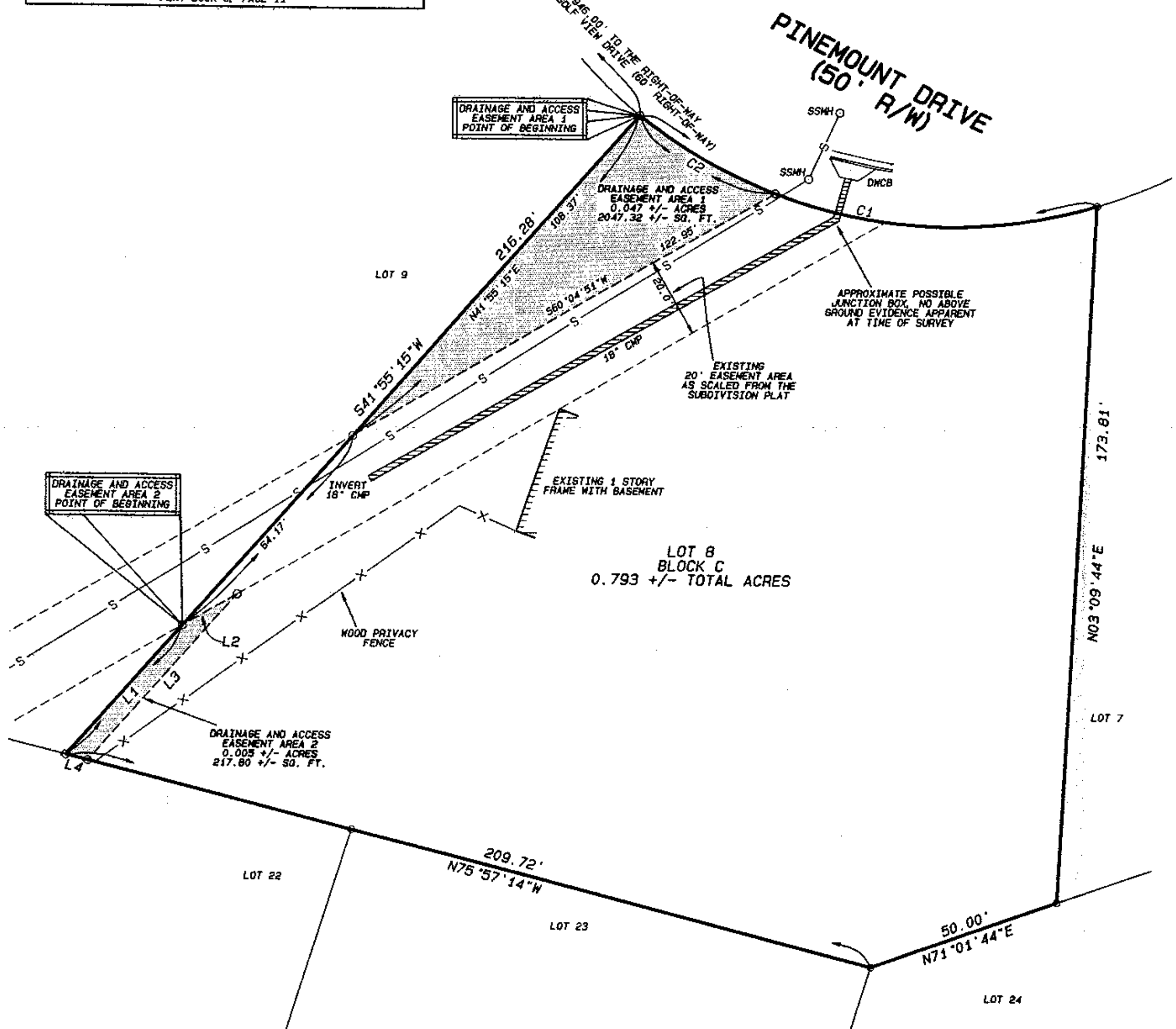
LOT 8, BLOCK C
GOLFVIEW SUBDIVISION
SECTION 11
PLAT BOOK 6, PAGE 11

NORTH BASED ON
SUBDIVISION PLAT
PLAT BOOK 6, PAGE 11

LEGEND
LP - LIGHT POLE
CMP - CORRUGATED METAL PIPE
DWCB - DOUBLE WING CATCH BASIN
SSMH - SANITARY SEWER MANHOLE
L.L. - LAND LOT
——S—— - SEWER LINE
EP - EDGE OF PAVEMENT

LINE	ARC	CHORD BEARING	RADIUS	CHORD
C1	122.58'	S79°13'56"E	127.32'	117.90'
C2	39.40'	S60°30'56"E	127.32'	39.24'

LINE	BEARING	DISTANCE
L1	N41°55'15"E	43.74'
L2	N60°04'51"E	16.04'
L3	S41°55'15"W	56.34'
L4	N75°57'14"W	5.66'



BOUNDARY INFORMATION SHOWN TAKEN FROM PLAT BOOK 6, PAGE 11

This plat was prepared for the exclusive use of the person, persons, or entity named hereon. Said plat does not extend to any unnamed person, persons or entity without a recertification by the surveyor naming said person, persons or entity.

GRAPHIC SCALE 1"=20'
0 20 40 60

W.D. Gray and Associates, Inc.

land surveyors - planners
160 Greencastle Road Suite B
Tyrone, GA 30290
(770) 486-7552 Fax (770) 486-0496

Prepared For:
CITY OF PEACHTREE CITY

LAND LOT: 125	DATE OF DRAWING: 05/18/09
DISTRICT: 7TH	REV.
FAYETTE COUNTY, GA CITY OF PEACHTREE CITY	SHEET 1 OF 1
SCALE: 1" = 20'	JOB NO: 0901009

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager
Financial Services Director P.S.
Administrative Director

FROM: Executive Director
Peachtree City CVB

DATE: August 24, 2010

SUBJECT: Merchandising Agreement
Sept. 2 City Council Meeting

Recommendation:

Staff recommends that City Council approve the merchandising agreement between Peachtree City Convention and Visitors Bureau and the City of Peachtree City.

Discussion

The merchandising agreement allows the CVB to utilize the city logo on approved merchandise to be sold at designated locations within the city. This agreement was originally drawn up under the Tourism Association. It has been modified to reflect the name and organizational change from Tourism to the CVB. The only significant change to the agreement is that the CVB will no longer pay 15% of commission back to the city upon the sale of merchandise. The agreement was approved by the CVB Board of Directors at their meeting on August 18 and reviewed by the city attorney.

Budget Impact

There is no significant budget impact.

MERCHANDISING CONTRACT

THIS Merchandising contract (this "Contract") is made as of the _________ day of ____________________, 20__, by and between the City of Peachtree City, a municipal corporation chartered and existing under the laws of the State of Georgia (hereinafter referred to as "the City") and the Peachtree City Convention and Visitors Bureau (hereinafter referred to as "the CVB").

WHEREAS, the CVB desires to contract with the City to promote tourism and commerce within the City of Peachtree City; and

WHEREAS, name recognition and pride in Peachtree City can be fostered by name recognition of the City; and

NOW, THEREFORE, the City and the CVB hereby agree to enter into the following contract for the use of the City logo and slogan, including the purchase and sale of merchandise bearing the City logo and slogan, subject to the following terms:

1. GRANT OF NON-EXCLUSIVE CONTRACT

The City hereby grants to the CVB the following non-exclusive Contract for use of the City Logo Icon and Slogan, until revoked by the City by a written notification:

a) The CVB may use the City Logo Icon and Slogan (hereinafter referred to as the "Logo," a copy of which is attached hereto as Exhibit A) in advertising materials, both on-line and in print, subject to the approval of the City Manager or his designee.

b) The CVB may use the Logo on specific retail merchandise as agreed upon by the CVB Executive Director and City Manager or his designee.

   The CVB acknowledges and agrees by using the City Logo that: (a) the Logo shall be used solely for promoting Peachtree City and for merchandise for the City of Peachtree City and for no other purpose without the City's prior written approval; (b) the Logo is owned by the City of Peachtree City, and the CVB will not contest the City's title to the Logo or the validity of the permission granted to it; (c) the CVB will use the Logo only in the form and manner prescribed and will not modify color, design, or format or use any other trademark, service mark, word or device in combination with the Logo without the prior consent of the City Manager of the City, or designee; (d) the CVB will notify, indemnify and hold the City harmless of any claims, and pay any liability, costs or expenses which arise out of the CVB's unauthorized use of the Logo; (e) nothing herein confers any right, title or interest in any other trademark, service mark, copyright or patent of the City, registered or unregistered; and (g) the CVB will comply with all future instructions from the City regarding the use of the Logo for retail merchandise.

c) The CVB agrees and understands that any violation of this Contract will be enforced by use of federal trademark and copyright law in a federal or local court of law. The Logo may not be used in conjunction with any other event or promotion not sanctioned by the City unless the proper Contract has been issued by the City. All forms of use must be approved in writing by the City Manager or designee prior to the production of materials via physical samples or proofs.

2. RESPONSIBILITIES OF EACH RESPECTIVE PARTY; RECIPROCAL PURCHASE AND SALE OF MERCHANDISE

a) By and through the the City Manager or designee, the City shall recommend the various types of merchandise and sales prices to be marketed by the CVB on behalf of the City. The purchase of all merchandise bearing the City Logo shall occur only as authorized in writing by the City Manager or designee as further described in Paragraph 1 of this Contract.

   a. Upon receipt of authorization by the City Manager or designee, the CVB shall order and purchase said merchandise.
   b. Upon receipt of said merchandise, the CVB shall distribute said merchandise to the following City points of sale: City Hall, and any other City facility deemed appropriate. The CVB shall maintain inventory control of said merchandise at all times, ensuring that adequate stock is maintained of approved items.
   c. Merchandise delivered to the points of sale shall be sold by City employees.
   d. The City shall maintain, at its expense, all fire insurance and other appropriate types of coverage for premises of the points of sale in Paragraph 2(c) of this Contract, excluding merchandise contents insurance.
   e. The CVB shall distribute the merchandise to the Frederick Brown, Jr. Amphitheater for sale at Amphitheater events by Amphitheater employees.
   f. The CVB shall maintain, at its expense, all fire insurance and other appropriate types of coverage for the Amphitheater. The CVB shall maintain merchandise contents insurance for stock and inventory maintained before distribution.
   g. The CVB shall contact each point of sale location monthly to determine the necessity for distribution and/or ordering of additional merchandise.
   h. Each point of sale location will maintain a sales log and submit to the CVB the log, along with the total tabulated amount of sales of all merchandise, by the fifth (5^{th}) day of the month following the sale of merchandise.
   i. The CVB shall be responsible for collecting and submitting all sales tax revenues and applicable paperwork to the State of Georgia Department of Revenue.
   j. The CVB shall cause to be kept complete and accurate records of all revenues and receipts. The CVB grants the City the right, at reasonable times and at the City's expense, to inspect and audit all of the CVB's books and records of revenues and receipts. The CVB agrees to cooperate with the City with respect to any such inspection or audit and to make such books and records readily available to the City upon request. Prompt adjustment shall be made by the proper party to compensate for errors or omissions disclosed by such examination. Such books of account shall be maintained and preserved for the term of this Contract and for a period of three (3) years after the termination of this Contract.

k. The City may purchase CVB funded merchandise "at cost" for promotional use, and shall not be charged the full sales price. Sales taxes shall not apply to merchandise that will not be sold by a City point of sale.

b) The CVB may also act as a point of sale for merchandise bearing the City Logo that was purchased by the City, under the following conditions:
   a. Merchandise delivered to the CVB for sale shall be sold by CVB employees.
   b. The CVB shall distribute the merchandise to the Frederick Brown, Jr. Amphitheater for sale at Amphitheater events by Amphitheater employees.
   c. The CVB shall maintain merchandise contents insurance for stock and inventory maintained before distribution.
   d. The CVB shall contact the City to determine the necessity for distribution and/or ordering of additional merchandise.
   e. The CVB will maintain a sales log and submit to the City, along with the total tabulated amount of sales of all merchandise, by the fifth (5^{th}) day of the month following the sale of merchandise.
   f. The City shall be responsible for collecting and submitting all sales tax revenues and applicable paperwork to the State of Georgia Department of Revenue on City purchased merchandise.
   g. The CVB may purchase City funded merchandise "at cost" for promotional use, and shall not be charged the full sales price. Sales taxes shall not apply to merchandise that will not be sold by a CVB point of sale.

3. TERM

The term of this Contract shall commence with the execution and delivery hereof and shall continue in force through the City's fiscal year ending September 30, 2010. Thereinafter, this Contract shall renew automatically for a one-year term beginning October 1, 2010, and each year thereafter, unless a party hereto shall give written notice to the other party of non-renewal at least 90 days prior to the renewal date.

4. TERMINATION

a) **Default.** If the CVB shall fail to perform any term, condition, or other obligation of this Contract, and such failure continues for thirty (30) days after written notice from the City (except that such thirty (30) day period shall be automatically extended for such additional period of time as is reasonably necessary to cure such default, if such default cannot be cured within such period), the City shall have the right to terminate this Contract upon written notice to the CVB. Upon the CVB's receipt of such notice from the City, the CVB shall remove its property from the premises of the above points of sale and this Contract shall cease and expire.

b) It is understood and agreed by and between the City and the CVB that, on account of breach or default by either party of any of their obligations hereunder, it shall become necessary for the other party to employ and/or consult with an attorney to give advice, or to enforce or demand any of either party's rights or remedies hereunder, then, and in any such event, the defaulting or breaching party shall pay all attorney fees, court costs and other expenses occasioned by such default(s) or breach(es).

c) Either party to this Contract may terminate the Contract on provision of thirty (30) days written notice to the other.

5. INDEMNITY

The parties hereby indemnify and hold each other harmless to the extent permitted by law for all claims, losses, or damages (including costs and attorney's fees) for personal injury and property damage that may arise from or be related to errors, omissions, or negligent acts of themselves, or of their employees.

6. PARTIES ARE INDEPENDENT

It is understood and agreed that the relationship of the parties hereto is strictly that of City and CVB, and that the CVB has no ownership in the City's enterprise and this Contract shall not be construed as a joint venture or partnership. The CVB is not and shall not be deemed to be an agent or representative of the City.

7. MISCELLANEOUS PROVISIONS

a) All covenants, conditions and Contracts and undertakings contained in this Contract shall extend to and be binding on the respective heirs, successors and assigns of the respective parties hereto the same as if they were in every case named and expressed.

b) All notices from the City to the CVB shall be served on or sent to The CVB at the following address:

    Peachtree City Convention & Visitors Bureau
    Attn: Executive Director
    201 McIntosh Trail
    Peachtree City, GA 30260

   All notices from the CVB to the City shall be served on or sent to the City at the following address:

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

c) This contract contains all of the Contracts, terms and conditions made between the parties hereto and may not be modified orally or in any other manner other than by Contract in writing signed by all parties hereto or their respective successors in interest.

d) If any section, paragraph, sentence or portion of this Contract or the application thereof to any party or circumstance shall, to any extent, be or become invalid or illegal, such provision is and shall be null and void; however, to the extent that said null and void provision(s) do not materially change the overall Contract and intent of this entire Contract, the remainder of this Contract shall not be affected thereby and each remaining provision of this Contract shall be valid and enforceable to the fullest extent provided by law.

e) This Contract and any exhibits attached hereto constitute the entire Contract and understanding among the parties hereto and supersede and revoke any prior Contract or understanding relating to the subject matter of this Contract. No change, amendment, termination, or attempted waiver of any of the provisions hereof shall be binding upon the other parties unless reduced to writing and signed by all parties hereto.

f) This contract shall be governed by and construed in accordance with the laws of the State of Georgia.

g) Neither the exercise nor failure to exercise any right, option or privilege under this Contract by the City or the CV B shall exclude the City or the CVB from exercising any and all other rights, options, or privileges under this Contract, nor shall such exercise or non-exercise relieve the City or the CVB from the City's or the CVB's obligation to perform each and every covenant and condition to be performed by the City or the CVB under this Contract, or for damages or other remedy for failure to perform or meet the obligations of this Contract.

8. DISPUTE RESOLUTION

a) In the event a dispute arises hereunder (a "Disputed Matter"), the Disputed Matter shall be first referred jointly to the Mayor on behalf of the City and the Chairman of the CVB's Board of Directors on behalf of the CVB. If such persons do not agree upon a decision within ten (10) days after referral of the matter to them, the parties shall proceed to the next state of the dispute resolution procedure.

b) Either party may, upon written notice and within ten (10) days after the conclusion of internal mediation, elect to utilize a non-binding resolution procedure whereby each presents its case at a hearing (the "Hearing") before a panel consisting of a senior executive of each of the parties and a mutually acceptable neutral advisor or adviser . If a party elects to utilize outside mediation, the other party agrees to participate. The Hearing will occur no more than ten (10) days after a party serves written notice to use outside mediation. Each party may be represented at the Hearing by lawyers. If the matter cannot be resolved at such Hearing by the senior executives, the neutral advisor may be asked to assist the senior executives in evaluating the strengths and weaknesses of each party's poison on the merits of the Disputed Matter. Thereafter, the senior executives shall meet and try again to resolve the matter. If the matter cannot be resolved at such a meeting, the parties' only recourse is binding arbitration as provided for in subsection (c) of this Article 8 and the outside mediation proceedings will have been without prejudice to the legal position of either party. No arbitration may commence concerning the Disputed Matter until ten (10) days have elapsed from the first day of the Hearing. The parties shall each bear their respective costs incurred in connection with this procedure, except that they shall share equally the fees and expenses of the neutral advisor and the costs of the facility for the Hearing.

c) If the Disputed Matter is not submitted to outside mediation and cannot be resolved within ten (10) days of referral to inside mediation, or, if submitted, cannot be resolved within ten (10) days of the Hearing, then either party may within seven (7) days after the completion of inside or outside mediation, as appropriate, upon written notice, submit the

Disputed Matter to formal binding arbitration in Atlanta, Georgia, by one arbiter in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

WITNESSETH the signatures of the parties, this the _____ day of _____________________, 20____.

PEACHTREE CITY CONVENTION & VISITORS BUREAU (The CVB)

____

Chairman

[SEAL]

____

Witness
Title:

THE CITY OF PEACHTREE CITY

____

Mayor

[SEAL]

____

Witness
Title:

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council**

FROM: **City Manager**
Leisure Services Director

DATE: **August 26, 2010**

SUBJECT: **Consider Approval of Agreements with High School Swim Teams**
For City Council Meeting September 2, 2010

Recommendation:
That Council approves the attached boilerplate agreement between the High School swim teams and the City and authorizes the mayor to sign the agreements.

Discussion:
The City, via the Kedron Fieldhouse and Aquatic Center, supports five High School swim teams annually. The attached boilerplate agreement will be tailored for each High School and signed prior to the beginning of the High School swim season in January. These agreements contain the new fees as approved by Council earlier this year. The City Attorney has reviewed the agreements. These agreements are similar to other youth association agreements, which have been reviewed and approved by the Recreation Commission.

Budget Impact: Fees are assessed for each team based on a fee schedule previously approved by Council.

KEDRON FIELDHOUSE AND AQUATIC CENTER
HIGH SCHOOL SWIM TEAM USAGE AGREEMENT

The term of this agreement will begin ______________________________ and continue through **the Georgia High School State Swim Meet for the school year 2010-2011**; provided, however, that this Agreement may be terminated by either party upon thirty (30 days' written notice.

The City of Peachtree City, Georgia (hereinafter "City") will allow ______________________________ (hereinafter "High School") to use the large pool and related facilities at the Kedron Fieldhouse and Aquatic Center. This agreement includes the use of support structures (restrooms, parking lot, etc.) unless otherwise specified.

High School swim season occurs during the winter months when the City's pools are covered by an air supported structure. The Fire Marshal has set our **Maximum Occupancy** number at **114**. This number must be adhered to or it could lead to practices or swim meets being delayed or canceled.

The High School must provide the Kedron Program Coordinator with proof of liability insurance, and certificate of insurance coverage prior to the beginning of the season. Insurance coverage should include a minimum one million dollars ($1,000,000) for general liability with not more than one thousand dollars ($1,000) deductible per incident or claim.

The High School must provide the Kedron Program Coordinator with a roster of swimmers by the first day that school returns from **Christmas Break**. This roster should include name and city of all participants, including coaches.

All coaches, and assistant coaches, must be CPR certified and such certificate must be on file with the Kedron Program Coordinator. Swimmers will not be allowed into the air structure without a coach being present. **Coaches are not allowed to leave before the bus arrives to pick up the swimmers in the mornings.**

Swim meets shall include only those meets in which at least one (1) Fayette County High School is a participant, Dual meets only. Each swim meet must have a "Host Director" designated as in charge of the activity. This "Host Director" cannot be a coach whose team is competing in the swim meet event. This person must be a full time staff member. **Information on procedures for special requests are as set forth at the end of this agreement.**

Kedron staff will provide tables, chairs, and other materials to the High School so they can "set up" for swim meets. The aforementioned items must be properly broken down by the High School and left the way they were found prior to the swim meet. Coaches/swimmers will assist guards in the mornings with lane lines and thermal covers.

The school will designate two individuals to be the primary and secondary contacts for Kedron staff. These individuals would be notified of any unusual events such as pool closings due to contamination, mechanical failures, etc. These individuals must have the capability to contact their high school swimmers to relay pool-closing information. Kedron must have phone numbers on file for these individuals so they can be reached at any time.

The Kedron Program Coordinator will give a schedule outlining available practice times to the Director of School Operations-Secondary Level. Practice times will be assigned by the Director with due consideration being given to the High Schools having the largest number of Peachtree City youths. **The maximum number of lanes a school can have at any time is (4).** Once these practice times have been assigned they will become part of this agreement and the County Superintendent, Principal, Athletic Director, and Swim Coach at each High School will be required to sign this document prior to practices beginning. Each school must provide a schedule of exams and holiday dates in which practice(s) will be canceled. Extra practice times must be requested in writing to the Kedron Program Coordinator.

Individual schools must advise the Kedron Program Coordinator in writing, 72 hours in advance, of any practice cancellations. This will allow Kedron staff to adjust lifeguard schedules so the City is not paying guards when they are not needed.

The High School agrees to police all areas for trash and litter. The school will monitor its activities to prevent damage above and beyond normal wear of the facility or specific damage or vandalism. The general public also uses this facility and the High School agrees to monitor the condition of the facility prior to its daily use. These areas include pool deck, lobby area, activity rooms, parking lots, and rest rooms. Each High School is responsible for leaving areas mentioned above the way they found them prior to their use. Any cost incurred by the City for damages or cleanup associated with High School(s) usage will be billed to the High School(s).

The monthly fee will be $32 per person, which will be charged for swim team members based on the official school roster provided to the Kedron Program Coordinator.
Due Date: February 15, 2011

Special Requests: Any requests for swim meets with out of county schools, swim-a-thons, or other special events must be submitted in writing to the Kedron Program Coordinator at least 3 weeks prior to the event for approval.

All signatures must be in **BLUE** ink.

____
Fayette County Schools Superintendent

Date ____________________

____
Peachtree City Mayor

Date ____________________

Athletic Director: ________________________

Principal: ____________________________

Swim Coach: ___________________________

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager

FROM: Administrative Services Director

DATE: August 27, 2010

SUBJECT: Non-Profit Funding Agreement – Fayette Senior Services, Inc.
September 2, 2010 Council Agenda

Recommendation:
That Council authorize the Mayor to sign the agreement for services and non-profit funding support for Fayette Senior Services, Inc. for a time period of October 1, 2010 through September 30, 2011.

Discussion:
At the May 20, 2010 City Council meeting, Council approved the request for funding from Fayette Senior Services, Inc. for $15,630 for FY 2011. The attached document is the required agreement between Fayette Senior Services, Inc. and the City for services to be provided by Fayette Senior Services, Inc. for residents of Peachtree City as relates to providing transportation, meals and social functions for those who are senior citizens. For continued consideration of support, the non-profit funding request needs to be submitted by Fayette Senior Services on an annual basis for consideration to be included in the next FY budget as is outlined in CAR 8-3.

Budget Impact:
The budget impact to the City would be $15,630, and funds have been included in the FY11 budget for this item in account 100-1505-57-2020.

STATE OF GEORGIA
COUNTY OF FAYETTE

AGREEMENT

This Agreement entered into this _____ day of __________________, 2010, by and between FAYETTE SENIOR SERVICES, INC. (hereinafter "FSS"), and the CITY OF PEACHTREE CITY, GEORGIA (hereinafter "City").

WHEREAS, FSS provides services to residents of Fayette County, Georgia, including residents of Peachtree City, Georgia who are senior citizens including, but not limited to, transportation, providing meals, and social functions; and

WHEREAS, FSS has requested funding assistance from the City so as to continue to provide such services to residents of Fayette County and the City; and

WHEREAS, FSS is a qualified non-profit corporation pursuant to Section 501(c)(3) of the Internal Revenue Code; and

THEREFORE, and in consideration of the mutual terms and conditions contained herein the parties hereto agree as follows:

1.

In exchange for the services provided by FSS to the City and residents of the City, the City hereby agrees to pay the sum of $15,630.00 for the period October 1, 2010 through and including September 30, 2011.

Executed the day and date first above mentioned.

FAYETTE SENIOR SERVICES, INC.	CITY OF PEACHTREE CITY, GEORGIA
By: President	By: Donnie O. Haddix, Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council**

VIA: **City Manager**

FROM: **Administrative Services Director** MN

DATE: **August 27, 2010**

SUBJECT: **Non-Profit Funding Agreement – Promise Place**
September 2, 2010 Council Agenda

Recommendation:
That Council authorize the Mayor to sign the agreement for services and non-profit funding support for Promise Place (formerly Fayette County Council on Domestic Violence) for a time period of October 1, 2010 through September 30, 2011.

Discussion:
At the May 20, 2010 City Council meeting, Council approved the request for funding from Promise Place for $7,500 for FY 2011. The attached document is the required agreement between Promise Place and the City for services to be provided by Promise Place for residents of Peachtree City as relates to domestic violence. For continued consideration of support, the non-profit funding request needs to be submitted by Promise Place on an annual basis for consideration to be included in the next FY budget as is outlined in CAR 8-3.

Budget Impact:
The budget impact to the City would be $7,500, and funds have been included in the FY11 budget for this item in account 100-1505-57-2020.

STATE OF GEORGIA
COUNTY OF FAYETTE

AGREEMENT

This Agreement entered into this _____ day of __________________, 2010, by and between FAYETTE COUNTY COUNCIL ON DOMESTIC VIOLENCE, INC., D/B/A PROMISE PLACE (hereinafter "PROMISE PLACE"), and the CITY OF PEACHTREE CITY, GEORGIA (hereinafter "City").

WHEREAS, PROMISE PLACE provides services to residents of Fayette County, Georgia, including residents of Peachtree City, Georgia who are victims of domestic violence; and

WHEREAS, in providing such services, PROMISE PLACE assists the Police Department of the City; and

WHEREAS, PROMISE PLACE has requested funding assistance from the City so as to continue to provide such services to residents of Fayette County and the City; and

WHEREAS, PROMISE PLACE is a qualified non-profit corporation pursuant to Section 501(c)(3) of the Internal Revenue Code; and

THEREFORE, and in consideration of the mutual terms and conditions contained herein the parties hereto agree as follows:

1.

In exchange for the services provided by PROMISE PLACE to the City and residents of the City, the City hereby agrees to pay the sum of $7500.00 for the period October 1, 2010 through and including September 30, 2011.

Executed the day and date first above mentioned.

FAYETTE COUNTY COUNCIL ON DOMESTIC VIOLENCE, INC. D/B/A PROMISE PLACE	CITY OF PEACHTREE CITY, GEORGIA
By: Amy Leuenberger, President	By: Donnie O. Haddix, Mayor

CITY OF PEACHTREE CITY
INTRAOFFICE MEMORANDUM

TO: **Mayor Haddix and Members of Council**

VIA: **Bernard McMullen, City Manager** Bernard McMullen
Paul Salvatore, Financial Services Director P.S.
Janet Camburn, Assistant Financial Services Director
Mark Caspar, Public Services Director

FROM: **Angela Egan, Purchasing Agent**

DATE: **August 23, 2010**

SUBJECT: **Surplus and Lease of vehicle to Keep Peachtree City Beautiful**
Council Meeting: September 2, 2010

Recommendation. Staff recommends that the City Council approve the surplus of a 1999 Ford Crown Vic for lease to Keep Peachtree City Beautiful.

Discussion. The new truck seatbelt law has caused severe limits on KPTCB's ability to move CS workers between job locations, etc, throughout town. The truck has needed utility but now has a limit of transporting a driver + 2 passengers. An additional vehicle, particularly a four-door car, would be very helpful in this regard as well as just improve general mobility.

Public Works ahs identified a 1999 Crown Victoria, VIN: 2FAFP71W6XX159639 with 109,000 miles as available.

O.C.G.A. 36-37-6, section H, states, "...whenever any municipal corporation determines that...one of its authorities...would be of benefit ... may sell or grant any of its real or personal property to ... its authorities..."

Budget Impact. There is no specific amount of revenue in the budget related to the sale or lease of this surplus vehicle.

Attachment: Lease

VEHICLE LEASE

This vehicle lease ("Lease") is made this the ___ day of _________ 2010 between the City of Peachtree City, Georgia (hereafter referred to as Lessor) and Keep Peachtree City Beautiful Inc. ("Lessee"). Lessor and Lessee hereby agree as follows:

I. Lessor hereby leases to the Lessee, for an initial term of four months the following described vehicle 1999 Ford Crown Victoria VIN 2FAFP71W6XX159639. The term and rent shall commence on the 3rd day of September 2010 and end on the 31st day of December 2010. The term of this Lease shall be extended for an additional term of 12 months pursuant to the terms of this Lease including this paragraph for renewal unless either Lessor or Lessee, at least 60 days before the end of the term of this Lease, gives written notice to the other of intention to terminate this Lease on expiration of the term provided for in this agreement.

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

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

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

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

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

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

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

9. Immediately on the discovery of the need of any repair or servicing of the vehicle, Lessee shall cause such vehicle to be taken to an authorized service station of the manufacturer of such vehicle. The cost of such repair may be deducted by the Lessee from the next rental payment due Lessor under this agreement, provided Lessee shall make no repairs the cost of which shall exceed $1,000 without the written consent of Lessor first obtained. At the time of making such deduction, Lessee shall provide Lessor with an itemized invoice evidencing payment for the repairs for which such deduction is claimed. Notwithstanding the foregoing Lessee is responsible for payment for repairs resulting from the negligence of Lessee or anyone driving the car with or without the consent of Lessee or the violation by Lessee of the terms of this agreement and no such deduction from rental payments may be made.

10. Maintenance and repair of the vehicle may be scheduled through the Public Works Department on a space available and reimbursable basis.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY:	KPTCB:
City of Peachtree City	Keep Peachtree City Beautiful
____________________	____________________
By: ________________	By: ________________
Title: ______________	Title: ______________
Date: ______________	Date: ______________

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **Bernard McMullen, City Manager**
Edwin Eiswerth, Fire Chief

FROM: **Joe O'Conor, Assistant Fire Chief - Operations**

DATE: **August 26, 2010**

SUBJECT: ***Recommendation for Adoption of 2010 Fayette County Hazard Mitigation Plan September 2, 2010***

Recommendation:

Recommend Council conduct a public hearing and adopt a resolution in support of the 2010 revision of the Fayette County Hazard Mitigation Plan

Discussion:

The Federal Emergency Management Agency's Disaster Mitigation Act of 2000 requires every community to have an approved Hazard Mitigation Plan. The goal of this plan is to have communities identify risks both man-made and natural and establish a blueprint for the future to reduce the effects of disasters in their communities. The plan also establishes and prioritizes mitigation goals and objectives to minimize human suffering and repetitive damages from a variety of disasters. By approving the 2010 updated plan the City of Peachtree City is not obligated to complete or commit any funding to any project within the plan; it does however bring us into compliance with the Mitigation Act of 2000 and continues to make us eligible to receive grant funding and federal disaster assistance.

Peachtree City assisted in the revised plan through the participation of members of the Fire and Storm Water Departments. By approving the 2010 update to the previous plan, Peachtree City, remains eligible for continued hazard mitigation and disaster recovery grants and other types of federal and state funding for projects such as emergency warning sirens.

Budget Impact:

There is no budget impact to adopt the revised plan; however, failing to adopt the plan could put into jeopardy federal and state grants that may potentially be available for disaster recovery or mitigation projects contained within the plan.

FAYETTE COUNTY, GEORGIA
CITY OF PEACHTREE CITY

RESOLUTION ____________________

**PURSUANT TO THE DISASTER MITIGATION ACT OF 2000
AUTHORIZING ADOPTION OF THE UPDATE TO THE
2010 FAYETTE COUNTY HAZARD MITIGATION PLAN**

WHEREAS, Fayette County and its municipal governments are required to complete a Pre-Disaster Hazard Mitigation Plan by the Disaster Mitigation Act of 2000; and

WHEREAS, under the provisions of the Disaster Mitigation Act of 2000, local governments that complete Pre-Disaster Hazard Mitigation Plans will remain eligible for Federal mitigation funding; and

WHEREAS, Fayette County and its municipal governments have completed a Pre-Disaster Hazard Mitigation Plan that fulfills the Federal requirements of the Disaster Mitigation Act of 2000.

NOW, THEREFORE, BE IT RESOLVED THAT THE MAYOR AND COUNCIL OF THE CITY OF PEACHTREE CITY HEREBY FORMALLY ADOPT THIS HAZARD MITIGATION PLAN.

SO RESOLVED THIS ______ DAY OF __________, 2010.

____
Don Haddix, Mayor

____

____

____

Attest: ______________________________

____
Betsy Tyler, City Clerk

Peachtree City
GEORGIA
Convention and Visitors Bureau

Date: August 25, 2010

To: City Council

From: Peachtree City CVB Board of Directors
Executive Director

RE: Approval of FY 2011 Proposed Budget

Request:

The PCTA Board of Directors met on Wednesday, July 21st, 2010 in a regular scheduled meeting and approved the FY 2011 Proposed Budget. City Council is now asked to approve the FY 2011 Proposed Budget as presented in the agenda packet.

Summary:

The FY 2011 Proposed Budget reflects the first full budget year of the Convention & Visitors Bureau operations. This 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.

In coordination with this budget, the Board of Directors has prepared an annual report that includes strategic and marketing plans and goals that define the program of work for the upcoming year.

The following describes in more detail the line items in the FY 2011 Proposed Budget.

- The Hotel Tax Transfer from the City is budgeted to match the City's FY 2011 Proposed Budget with a projected increase in the Hotel Tax Transfer of 2%.
- The CVB expects to collect Sponsorship Revenue in the amount of $5,000 for the Fourth of July and $3,000 in registration fees from the International Festival.
- The CVB contracts with the City for Marketing and Administrative Services utilizing three City employees. The budgeted reimbursement of services is $104,891 which is comprised of 70% of the Executive Director's, 40% of the Business Manager's, and 30% of the Special Events Coordinator's Salaries & Benefits.
- Sales, Marketing and Promotion expenses compromise 51.4% of the FY2011 budget partly as a result of significant year over year savings, as well as reflecting the increased focus on the main goals of the CVB mission.
- The Advertising budget includes both print and web advertising that reaches out to Convention Travel Sales, Sports Event Travel Sales as well as leisure travel.
- Tourism Events include supporting the 2011 Fourth of July Festivities and marketing efforts of the Great Georgia Air Show, Amphitheater, International Festival, and other miscellaneous events.

- Other Sales, Marketing expenses budgeted include printing for the Visitors Guide Brochures, Maps and other collateral, as well as promotional items for CVB events.

- Administrative and General Operations expense include audit, legal and insurance expenses as well as reimbursement to the Amphitheater in the amount $15,503 for utilities and other shared expenses such as the copier.

- The Airport Authority Transfer remains at 20% of the Hotel Tax received by the CVB.

- The FY 2011 proposed budget currently includes a proposed commissioned sales person in the amount of $30,516.

Peachtree City
GEORGIA
Convention and Visitors Bureau

Annual Plan

Fiscal Year 2011

Peachtree City
GEORGIA
Convention and Visitors Bureau

Mission Statement

The mission of the Peachtree City Convention and Visitors Bureau is to promote awareness of Peachtree City, increase hotel utilization, and support conventions, leisure travelers and visitors, while enhancing economic impact for the community.

Peachtree City
GEORGIA
CONVENTION AND VISITORS BUREAU

Vision & Values

Vision

The vision of the Peachtree City Convention and Visitors Bureau is to increase value to our community, visitors and customers.

Values

The Peachtree City Convention and Visitors Bureau shall conduct its business with integrity, and pride through a dedicated staff that displays a passion for Peachtree City and the travel and tourism industry.

Peachtree City
GEORGIA
Convention and Visitors Bureau

Executive Summary

Market Conditions/Economic Outlook

As the economy continues to struggle in 2010, the travel industry has endured another challenging year, and is not forecasted to fully rebound for several years. Initial forecasts for 2011 show very slight gains in occupancy, whereas rate will remain flat in most markets. Some markets began to see a small recovery in corporate travel during the second quarter of 2010.

The Peachtree City market now comprises 837 hotel rooms with the addition of the 93 room Hilton Garden Inn, that opened during the second quarter of 2010. There are currently no new hotels under construction, although 2 parcels have been zoned for a Comfort Suites and a Fairfield Inn & Suites. The Hampton Inn Peachtree City remains in foreclosure status, but is being operated by a management company on behalf of the bank.

The primary demand generators for the Peachtree City market are comprised of corporate, leisure, and group events. There are currently 3 large city wide events that impact all hotels. These are the spring NASCAR race, the May high school graduation and the fall NASCAR race. NASCAR recently announced the cancellation of the spring race for 2011 and going forward. One additional event the Atlanta Soccer Cup which has been traditionally held over Labor Day will have minimal impact on Peachtree City, since NASCAR has chosen the Labor Day time period to host their race.

Executive Summary

The corporate traveler segment saw some challenges in 2010 with Panasonic winding down their production facility, and largely decreasing their room night production in town. Most other companies were flat to slightly down year over year being heavily impacted by the overall economy. Sany America resumed work on their North American headquarters and manufacturing plant, and is expected to grow occupancy year over year. Gerresheimer/Wilden has announced plans for expansion and will add 100 jobs over the next 3 years. The industrial park currently has 660 acres of undeveloped land with no new announced tenants.

NCR corporation opened their new state of the art training center in the fall of 2009 and was expected to drive significant occupancy to the market in 2010 and 2011. Their Dayton, OH training center was closed on July 1, 2010 and the market started to see a large increase in training volume at that point. This piece of business is low rated, but will also impact local restaurants.

Executive Summary

The leisure market which is comprised of individual travelers as well as groups, saw some moderate gains in 2010 and is expected to have additional growth in 2011. Specifically the Peachtree City Tennis Center has mended their relationship with the USTA, and is expected to hold at least 6 additional tournaments. The BSE complex will once again hold 2 large lacrosse tournaments as well as a slate of softball, baseball and soccer tournaments.

Drop Dead Divas completed their second season in July of 2010. This filming once again was very beneficial for Peachtree City as it relates to tax revenue generation. At press time no decision has been made on season #3. The film market in Georgia remains very active due to generous tax subsidies. Riverwood Studios in Senoia, Georgia continues to court movie productions that could have a significant impact to Peachtree City if they materialize.

Executive Summary

The Peachtree City Convention and Visitors Bureau will be the official destination marketing organization for the City of Peachtree City and will continue to sell, advertise, and solicit groups and leisure business. Our new focus, direction and increased advertising/marketing funds will drive us towards being a more attractive place to visit. In 2011 we plan on adding a part time Sales Manager that will enable us to better source and prospect new leads in all market segments. The CVB will work closely with state agencies and take advantage off co-op opportunities to promote tourism and apply for available grants. The end goal will always be to put more heads in beds, and therefore improving the economic climate of Peachtree City.

A detailed plan outlined our efforts in advertising, direct sales, marketing, social media is attached to the annual plan. Additionally we have set goals for each area that will be monitored and communicated on a monthly basis

Peachtree City
S.W.O.T Analysis

STRENGTHS
Low crime rate
Overall quality of living
Per capita income
National accolades throughout the year
Access to quality and variety of golf
Available land in business park
New employment incentives

WEAKNESSES
Not a destination location
No public golf courses
Limited retail and restaurants
Limited sightseeing/tourism venues
Lack of signage
No group usage of city lakes

OPPORTUNITIES
New direction and focus of CVB
Film industry growth
Overall comeback of corporate travel

THREATS
No new companies coming to Peachtree City
Economy slow to rebound or recession worsening
Declining hotel tax revenues

Peachtree City
GEORGIA
Convention and Visitors Bureau

Hotels

- Wyndham 250
- Dolce 233
- Hilton Garden Inn 93
- Holiday Inn 88
- Hampton Inn 61
- Sleep Inn 61
- Best Western 51

837 Total Room Count

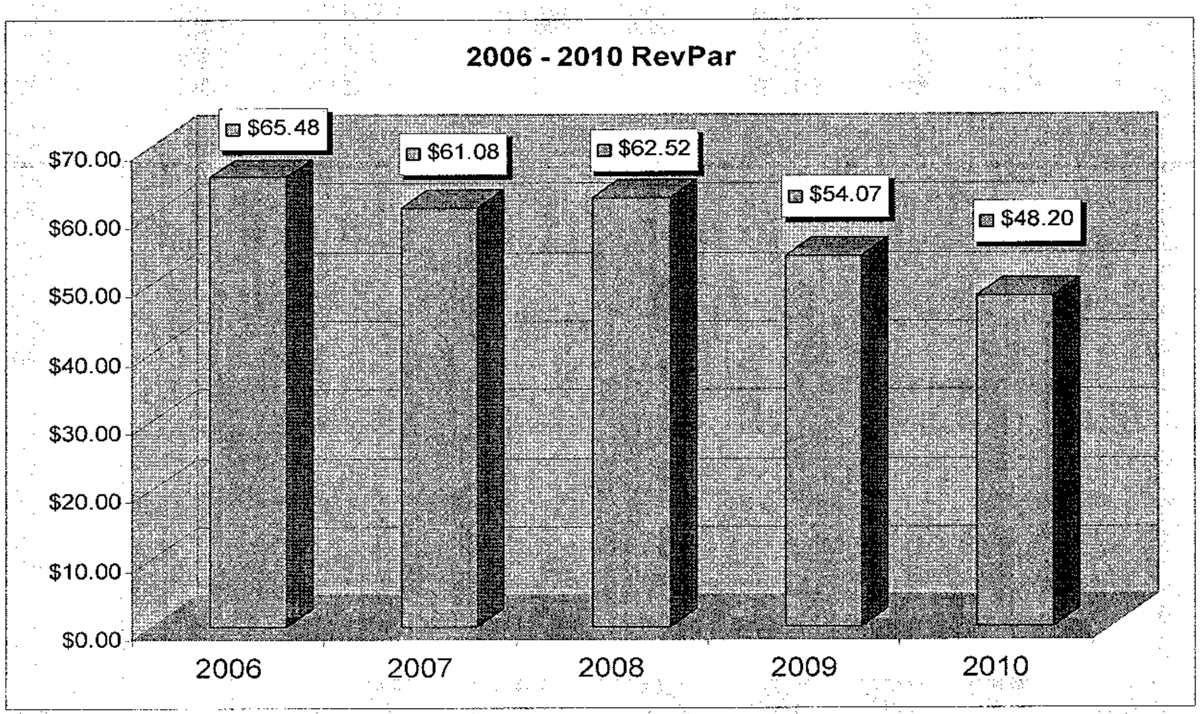
Rev/Par Explanation

RevPar - Revenue per Available Room | The daily (room) revenue divided by the total number of available rooms per day.

100 room hotel runs yearly occupancy of 75% at an average rate of $85 or room revenues of: $2,326,875 (27,375 rooms x $85). RevPar is $63.75 (2,326,875/36,500 rooms.

RevPAR, or revenue per available room, is an important metric relevant to the hotel industry. Often it is utilized as a primary statistic indicating the overall financial performance of a property.

Market Rev/Par



2010 RevPar thru June 30, 2010

Hilton Garden Inn opened April 2010

Dolce-Peachtree only had 85 rooms November 2008 - April 2009

Hotel Wish/Focus List

Family Reunions
Military Reunions
Recruiting of Sports Tournaments
Bus Tours
FAM Trips
Travel Writers Tours
Direct Sales Effort
In-flight Magazines
Trade Show Co-Op, ie American Bus Association, Travel South
Advertising in Meeting Planner Industry Magazines
Monthly Accountability

* **Based on hotel managers meeting 8/5/10**

Peachtree City
GEORGIA
Convention and Visitors Bureau

Goals & Activities

Family Reunion Market

- Increase the number of family reunion leads to 40
- Enhance the family reunion functionality of the website
- Create customized list of things to do
- Create activity package such as golf scavenger hunt
- Become an active member of the Reunion Sales Network

Group Tour Market

- Host a minimum of two FAM trips
- Activate membership in Meeting Planner International
- Attend Travel South Showcase

Peachtree City
GEORGIA
Convention and Visitors Bureau

Goals & Activities

Military Reunions
- Join the Reunion Network
- Work with Dixie Wing on marketing WWII Days
- Package day trips for spouses
- Direct sales effort to all branches of Armed Forces

Bus Tours
- Attend American Bus Association conference to generate leads
- Work with regional CVB's to package tours (Film & History)
- Produce marketing collateral and distribute to tour operators

Meetings/Trade Shows
- Attend a minimum of 4 industry trade shows
- Research co-op opportunities for booth space
- Increase qualified leads for small and large meetings

Goals & Activities

Community Events

- Develop International Festival as signature CVB event
- Fund 4th of July and capitalize on numbers of visitors by building on activities and events offered
- Participate in Fayette Chamber events and partner on tourism related events
- Keep current list of all community events on web site calendar

Advertising

- Identify key trade publications and online sites for advertising (Southern Living, Americas Best Vacations, Meeting Planner publications, etc)
- Track results on monthly basis
- Develop campaign utilizing rebranding of CVB
- Create new Visitors Guide and distribute to state Welcome Centers

Goals & Activities

Hotel Relations

- Hold monthly meetings with hotel managers to get feedback and share results
- Produce weekly event calendar for display at the hotels
- Create a "Concierge" binder for each hotel
- Partner with hotels on industry trade shows

Social Media

- Create and implement 8 successful tweet hotel promotions annually
- Maximize exposure by displaying tweets on home page of web site
- Increase Facebook Friends to 300 and Twitter Followers to 1,000

Goals & Objectives

Public Relations

- Generate monthly press releases and distribute to trade media publications
- Create CVB online newsletter
- Partner with local groups and businesses' to promote events and activities
- Apply for CVB accreditation

Visitors Center

- Finalize renovations of center
- Plan an open house to raise community awareness of new site
- Expand hours to better serve visitors during activities held on complex
- Increase signage on Hwy 74 and Peachtree Parkway
- Develop volunteer base to assist in running Visitors Center on weekends

Goals & Objectives

Promotions

- Promote special hotel packages via web site & social media
- Host an event during National Tourism Week (May 7 -15)
- Promote Geo-caching in Peachtree City through web site and Visitors Guide

Website

- Use "Plan To Stay, Plan To Play" as tagline to create website
- Incorporate 3rd party widget to allow opportunity to search & book hotel rooms
- Promote local restaurants, shopping, events, news and facilities
- Emphasize Peachtree City's first-class quality of life
- Provide a built-in CMS (Content Management System) for client editing
- Use Google analytics to report statistics for website visitors and hits

2010/2011 Budget Variances

Peachtree City
GEORGIA
Convention and Visitors Bureau

- Revenue Variances are a result of a **2% Increase in Hotel Tax projections**, and the addition of Sponsorship Revenue for the 4th of July and Registration Fees for the International Festival.
- Labor Savings of **$48,305** resulted from the consolidation of staff resources with the Amphitheater.
- Due to the increase in projected Hotel Tax and decrease in labor savings, Sales and Marketing Expenses have increased by **40% in FY 2011**.
- Additional Tourism Events include funding the Fourth of July Fireworks and Parade next year as well as continuing the funding of marketing efforts by the Great Georgia Air Show, Amphitheater, and International Festival.
- Advertising Expenses will increase by **48% in FY2011 to $65,000.**
- Printing & Binding Expenses (Brochures, Maps, etc) are budgeted at **$20,000** which is an increase of **6% over FY 2010** projected spending.
- Administrative Expenses have been **reduced by 16%** in the FY 2011 due to the reduction in legal expenses projected in the amount of **$10,734**.

2011 Fiscal Budget Revenues/Transfers

Peachtree City
GEORGIA
Convention and Visitors Bureau

Sources of Funds	Detail	FY 2011 Proposed Budget		% of Budget
Hotel/Motel Tax Transfer		$	520,445	97.87%
Other Revenue		$	250	0.05%
Sponsorships - 4th of July		$	5,000	0.94%
Registration Fees - International Festival		$	3,000	0.56%
Interest Income		$	50	0.01%
Merchandise Sales		$	3,000	0.56%
Total Sources of Funds		**$**	**531,745**	100.00%

2011 Fiscal Budget Marketing Expenses

Peachtree City
GEORGIA
Convention and Visitors Bureau

Uses of Funds

Detail		FY 2011 Proposed Budget	% of Budget
Reimbursement - City - Tourism Staffing	**$**	**104,891**	19.7%
Sales/Marketing/Promotion			
Professional Services-Website Maintenance	$	2,500	0.5%
Advertising/Marketing	$	65,000	12.2%
Tourism Events	$	127,588	24.0%
Printing/Binding	$	20,000	3.8%
Postage	$	1,500	0.3%
Operating/Promotional Supplies - *(Trade Shows, Visitors, etc)*	$	-	
Tourism Event Rentals	$	-	0.0%
Dues & Fees	$	6,100	1.1%
Professional Development/Trade Shows	$	10,000	1.9%
Proposed Commission Sales Personnel	$	30,516	5.7%
Total Sales/Marketing/Promotion	**$**	**273,204**	51.4%

2011 Fiscal Budget Admin Expenses

Detail		FY 2011 Proposed Budget	% of Budget
Administrative & General Operations			
Audit Services	$	6,500	1.2%
Legal Services	$	10,000	1.9%
Administrative Services (City)	$	1,000	0.2%
Equipment Rental	$	1,704	0.3%
Amphitheater Rental/Utility	$	15,503	2.9%
Liability Insurance	$	3,500	0.7%
Communications *(Cell Phone, Local/Long Distance)*	$	2,280	0.4%
Bank Fees	$	600	0.1%
Office Supplies	$	2,250	0.4%
Computer/Tech Supplies	$	3,700	0.7%
Cost of Inventory Sold *(Merchandise Purchases)*	$	1,800	0.3%
Travel - *Mileage Reimbursements, Meals etc*	$	1,000	0.2%
Total Administrative & General Operations	$	**49,837**	9.4%
Transfer to Airport Authority (20%)	$	**104,089**	19.6%
Total Expenses:	$	**532,021**	100.1%
Prior Year Surplus Carryforward (Projected) As of June 30	$	**276**	0.1%
Total Projected Surplus/(Deficit):	$	-	0.0%

Peachtree City
GEORGIA
Convention and Visitors Bureau

Staffing Guide

Nancy Price
Executive Director
Direct Sales/Marketing
Welcome Center
70% CVB Allocation

Sarah Davenport
Information/Leads/Sales
Special Events Coordinator
Welcome Center
30% CVB Allocation

Mary Camburn
Business Manager
Welcome Center
40% CVB Allocation

TBA
Part time Sales Manager
Salary & Commission

Part Time Sales Manager

- Seasoned sales professional
- Motivated by commission structure
- Working segments deemed high priority by hotels
- Specific monthly activity and productivity goals
- Detailed monthly reporting
- Clearly defined R.O.I (return on investment)

Part Time Sales Manager Goals

Peachtree City GEORGIA Convention and Visitors Bureau

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Totals
Site Visit	1	1	1	1	1	2	2	2	2	2	2	2	19
Prospecting	65	65	65	65	65	65	65	65	65	65	65	65	780
Appointments	2	2	2	2	2	4	4	4	4	4	4	4	38
Maintenance	20	20	20	20	20	20	20	20	20	20	20	20	240

PRODUCTIVITY *

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Totals
													$0

BOOKINGS *

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Totals
Revenue	$0	$0	$0	$10,000	$10,000	$20,000	$20,000	$20,000	$20,000	$20,000	$30,000	$30,000	$180,000

*booked during the month for future events

Glossary

Appointment - a personal sales visit to a prospect, usually arranged by phone.

Site - Having a personal meeting at your location showcasing venue- Appointment at your location

Maintenance selling generating sales volume from existing customers

Prospecting - the first step in the selling process, the activity of seeking out potential customers

Cold calling - typically refers to the first telephone call made to a prospective customer. telephone canvassing, prospecting, telephone prospecting,

Total Economic Impact ****

$362,175

*** based on average spend

TIA Economic Impact Report 2007

Proposed CVB Bonus Plan

SALES PAYOUT GRIDS Individual Revenue Goal Achievement			
Achieve	**Payout %**	**Overage $**	**Possible Pay Out**
100%	0%	$0	$0
105%	5%	$9,000	$1,250
110%	10%	$18,000	$2,500
115%	15%	$27,000	$3,750
120%	17%	$36,000	$5,000
125%	22%	$45,000	$5,500
130%	25%	$54,000	$6,250
135%	28%	$63,000	$7,000
140%	32%	$72,000	$8,000
145%	35%	$81,000	$8,750
150%	40%	$90,000	$10,000

* based on base salary

** base salary of $25,000

*** 20 hours per week equates to 1,040 hours per year or an hourly wage of $25

Peachtree City
GEORGIA
Convention and Visitors Bureau

Board Members

Kai Wolter
Chairperson
Hotel Industry
12/2011

Doug Sturbaum
City Council
12/2010

Tim Dunlap
Vice Chair
Recreation Venue
12/2010

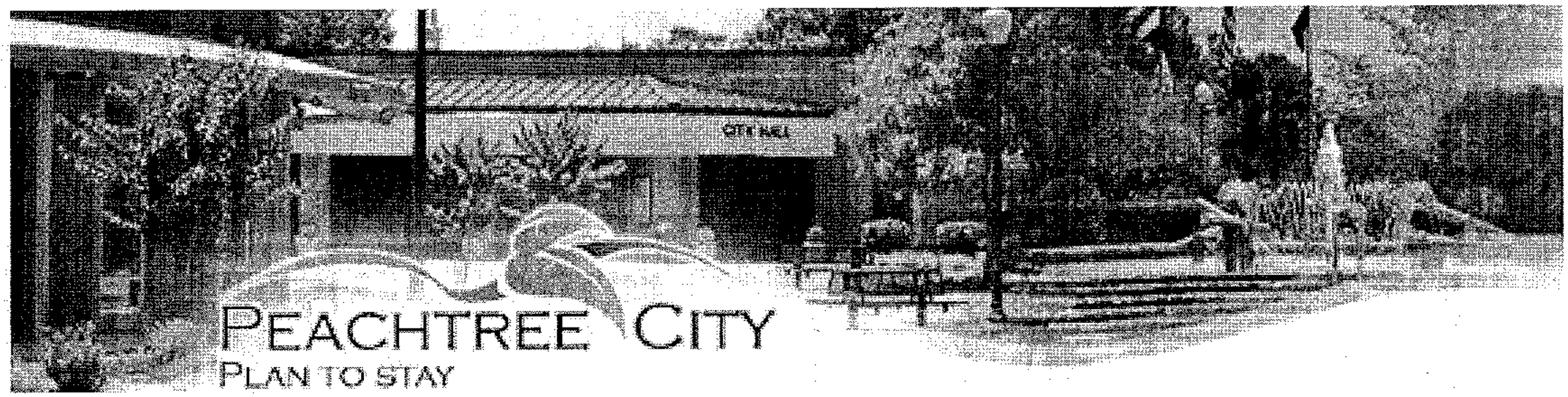
Sherri Smith Brown
Secretary/Treasurer
DAPC
12/2011

Bill Rial
Airport Authority
12/2010

Mark Ballard
Recreation Dept.
Until not chair

Becky She
Retail
12/2011

Peachtree City
GEORGIA
Convention and Visitors Bureau



CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager**
Administrative Services Director

FROM: **Public Information Officer/City Clerk** PT

DATE: **August 26, 2010**

SUBJECT: **Consider Merchandising Agreement for Map with Print Graphics Services**
September 2, 2010, City Council Meeting

Recommendation:

That Council approve and authorize the City Manager to sign the agreement with Print Graphics Services for the 2011 map.

Discussion:

For the past several years, Peacchtree City has produced a 2-color street and path map, and this year, the Recreation Department produced a separate map that highlights the "bike-friendly" routes on our streets and paths. Both maps are sold at City Hall and other facilities for $1.00.

This month, Charlie Nelson of Print Graphics Services, a local printing company that produces The Guide publications and the Rotary Phone Book, approached the City about a partnership in producing a full color publication that would have additional information that would be of value to our residents and visitors.

Mr. Nelson's original proposal is attached, and includes several improvements over the City's current map:

- Full color printing with photography
- Information on shopping, dining, accommodations, and recreation
- Pages to spotlight and supplement the advertising for the Recreation Department and the Amphitheater
- Pages to highlight local hotels, shops, and restaurants

- Inclusion of the path system and the "bike-friendly" routes on the same map in clear and different color-schemes
- Gloss, recycled paper
- More user-friendly 5.5"x8.5" final product size

Through the sale of advertising, managed by Print Graphics Services, the additional costs associated with the upgrades will provide a much more usable map.

The attached agreement authorizes Mr. Nelson to use the City Logo on the publication. The City agrees to purchase an inventory of 10,000 maps at a cost of $1.50 per map for resale at the rate of $2.00 per map at City facilities. The $5,000 revenue will be retained by the City to cover the staffing costs associated with the project.

Additionally, the City will receive 16,500 free maps for complimentary use, and five of the "advertising" pages for ads and editorial. Approximately 11,000 maps will be provided free to golf cart owners during the decal replacement program that takes place in 2011 as an added value to the decal fee. The remaining complimentary maps will be used to promote the city to visitors and new and prospective residents.

The City Attorney has reviewed and approved the agreement as to form.

Budget Impact:

The cost of the 10,000 maps ($15,000) will be charged to inventory and covered by the sale of the maps. The project will be revenue neutral upon the sale of 7,500 maps and will have a positive budgetary impact of $5,000 for the sale of the remaining purchased inventory.

August 3, 2010

Ms Betsy Tyler
Public Information
City of Peachtree City
City Hall
Peachtree City, GA 30269

Re: Proposal for a New Guide Map of PTC Streets, Paths, & Tourism Features

Dear Betsy,

This proposal is for Print Graphics Services, Inc. to create a new "Official Map" for the City of Peachtree City" which will replace the present map being sold by the city.

Using your basic map file produced internally by the city, PGS, will make extensive revisions and additions of new useful information on Recreational Facilities, Athletic Fields, Shopping, Dining, Accommodations, as well as, more information on Schools and other information which is sought by visitors and residents. All information will be subject to final approval by the various staffs responsible for various parts.

The new map will be supported by the purchase of Maps for resale by:
1) Information Office, 5,000 copies @ $1.50 each = $7,500 (equal to last years expenditure)
2) Peachtree City CVB, 3,000 copies @ $1.50 each = $4,500
3) Fred, 2,000 copies @ $1.50 each = $3,000
4) Recreation Department, 2,000 copies @ $1.50 each = $3,000
Total maps purchased for resale 12,000 copies @ $1.50 = $18,000

Promotional Free Maps: PGS to provide 16,500 maps for use by the Information Office and CVB:
Information Office to receive 14,500 maps. To be mailed to PTC residents.
Peachtree City CVB to receive 2,000 maps. To be distributed to 11 State of GA Welcome Centers.

Print Graphics to Sell Ads to cover extra costs of production.
Producing this improved full color map in large quantities will be much more costly than the old 2c limited print version. Therefore, the PGS Sales Team will sell ads throughout the map to cover the increased cost of production.

Print Run will be 30,000 copies.
PGS will print a minimum of 30,000 copies (including 12,000 Resell Copies plus 16,500 Promotional Copies given to Information Office and CVB = grand total for use by Peachtree City 28,500). Additional 1,500 copies to be given to paid advertisers.

Additional added values for Peachtree City:
1) Total Project is self liquidating.
2) 16,500 "free maps" are dedicated to "promoting" the city and its tourism features to its residents and prospective visitors.
3) The use of a full color map enables the different departments to leverage their resources and produce a higher quality map in much higher quantities with better outreach.
4) All production and publication cost will be covered by ad sales and map sales. No possible exposure to the city for economic loss as a result of the production of the maps since PGS is the publisher-owner, and it will assume all financial responsibilities for the project as well as being responsible to sell all outside advertisers and to oversee all graphic design, desk-top production, and supervision of the printing process and the payment of all the above noted production cost.

770-631-9159 • 770-631-8852 FAX
101 Tivoli Gardens • Peachtree City, GA 30269 • www.printgraphics.net

5) Advertising values (not charged to the departments):
   a. Information Office: $7,000 (budget used to produce only 7,000 copies 2c last year). A minimum of 30,000 copies will be printed in four color. Cover Ad valued at $7,000.
   b. CVB – The outside back cover will be an ad for the CVB value $4,000; 3 full pages of Advertorial Dining, Shopping and Accommodations valued at $9,000. Total Ad Value given to CVB is $13,000.
   c. the Fred – a full page gatefold in full color will be given to the Fred value $3,000
   d. Recreation Department – Color coded Bike Paths will eliminate individual printing of a separate map. Advertorial page valued at $3,000 with bullet points on services throughout the city and many new Recreational Features called out on the map.
   e. Total Value of Advertorial and Ads is equal to $26,000 (no charge to the departments).

Notes on Appearance and Content:

- Using high quality full color printing and state of the art Mac production, the map will have a totally new look and appeal – citizens will immediately see the difference!
- Attractive Cover and Map - No Advertising on the Cover and limited tasteful ads on the map.
- Tourism & Resident Oriented – No Real Estate Ads – No Outside of the City Ads -- Only ads that pertain to the basic tourism products of Accommodations, Shopping & Dining along with Recreational Opportunities on the paths, at the field houses, playing fields, golf courses, tennis center and the Fred.
- Participating Departments will have the last say on inclusion of new items not presently shown on the map and advertising that may not exactly fit the established criteria.

Betsy, since this map has always been the basic responsibility of your office, we thought that it would be appropriate to make this proposal to you and your office. However, we look forward to a meeting – after your approval and input– with all of the interested parties including Nancy Price and Randy Gaddo to finalize this deal and begin work.

Please note that the Dummy Map given to you today was designed by our Creative Publishing Team with input from our Graphics Department and our Sales Team. The ads shown do not represent anything more than an idea of what kind of ad would work in a given location. No advertisers have been approached at this time and they will not be told of the advertising opportunity until we have a complete agreement and go ahead from the city and the participating departments.

Thanks for your help as we gathered information to make this proposal for an exciting redevelopment of what was always a most sought after map.

Sincerely,

Charlie

Charlie Nelson
President
Print Graphics Services, Inc.

MERCHANDISING CONTRACT
PEACHTREE CITY PATH & STREET MAP

THIS Merchandising contract (this "Contract") is made as of the _________ day of ____________________, 2010, by and between the City of Peachtree City, a municipal corporation chartered and existing under the laws of the State of Georgia (hereinafter referred to as "the City") and Print Graphics Services, Inc. (hereinafter referred to as "PGS").

WHEREAS, PGS desires to contract with the City to publish a street and path map of the City and has submitted a proposal to achieve this goal; and

WHEREAS, the City wishes to provide a current and correct street and path map to the community's residents and visitors for 2011 at a minimal cost; and

NOW, THEREFORE, the City and the PGS hereby agree to enter into the following contract for the use of the City logo and slogan and for the sale of maps, subject to the following terms:

1. GRANT OF NON-EXCLUSIVE CONTRACT

The City hereby grants PGS the following non-exclusive Contract for use of the City Logo Icon and Slogan:

a) PGS may use the City Logo Icon and Slogan (hereinafter referred to as the "Logo," a copy of which is attached hereto as Exhibit A) in conjunction with The Guide logo utilized by PGS on the 2011 Peachtree City Street and Path Map, both on-line and in print, subject to the approval of the City Manager or his designee, and copyright the final 2011 map for PGS, with the understanding that:

   1) The City Logo is owned by the City of Peachtree City and PGS will not contest the City's title to the Logo or the validity of the permission granted;
   2) PGS will use the Logo only in the form and manner prescribed and will not modify color, design, or format, or use any other trademark, service mark, word or device in combination with the Logo without the prior written consent of the City Manager for the City of Peachtree City;
   3) Neither this authorization nor any other City consent may be assigned to any other entity or party, (including by operation of law), without the prior written approval of the City Council for the City of Peachtree City;
   4) PGS will notify, indemnify and hold the City harmless of any claims, and pay any liability, costs or expenses which arise out of use of the Logo or enforcement of the City's rights in and to such Logo;
   5) Nothing herein confers any right, title or interest in any other trademark, service mark, copyright or patent of the City, registered or unregistered; and

b) PGS agrees and understands that any violation of this Contract will be enforced by use of federal trademark and copyright law in a federal or local court of law. The Logo may not be used in conjunction with any other publication, event, or promotion not sanctioned by the City unless the proper Contract has been issued by the City. All forms of use must be approved in writing by the City Manager or designee prior to the production of materials via physical samples or proofs.

2. RESPONSIBILITIES OF EACH RESPECTIVE PARTY; PUBLICATION AND SALE OF MAP

a) PGS shall:
   1) Sell and coordinate all advertising to cover extra costs of production;
   2) Design and produce a minimum of 30,000 full-color maps as submitted in proposal;
   3) Provide 16,500 maps at no cost to the City of Peachtree City for promotional use by the City and the Peachtree City Convention and Visitors Bureau (hereinafter referred to as the CVB);
   4) Provide an additional 10,000 copies to the City at a cost of $1.50 per map for resale by the City and the CVB; and
   5) Distribute or sell remaining maps to advertisers and other outlets as deemed appropriate by PGS.
   6) Provide, free of charge, at least five (5) advertorial pages, including back cover and one of two gate folds, for advertising or information on City departments or amenities (CVB, accommodations, shopping, dining, special events, etc.) at the sole discretion of the City.

b) The City of Peachtree City shall
   1) Provide street and path data from the City's Geographic Information System at no cost to PGS;
   2) Provide editorial input for the creation of the map;
   3) Purchase 10,000 copies of map at a cost of $1.50 per map (for a total of $15,000), 50% payable upon purchase order after October 1, 2010, and 50% payable upon delivery of finished product.
   4) Sell maps at City locations to the public at a cost of $2.00 per map plus applicable sales taxes, and retain the proceeds from the sales price to defray associated staffing costs;
   5) Provide one complimentary maps to each golf cart owner upon purchase of a new decal during 2011 decal replacement program;
   6) Provide complimentary maps to community visitors through the CVB and other outlets as deemed appropriate by the City.

3. TIME SCHEDULE:

The City shall provide relevant information by no later than October 1, 2010. The map shall be completed and delivered by January 1, 2011.

4. CANCELLATION:

In the event of advertising purchased that is deemed by the City to be inappropriate for a map to be sold at City facilities, the City may terminate this agreement prior to production with a full refund of the initial payment. Alternatively, the City shall provide notice to PGS of its objection to any such advertising and permit PGS to remove such advertising in lieu of the City cancelling this Agreement. In the event that an appropriate amount of advertising cannot be obtained to cover the additional costs of production of the map, this contract may be terminated by either party.

5. GOVERNING LAW

This agreement shall be construed and governed by the law in the State of Georgia, U.S.A.

6. INDEMNITY

To the extent permitted by Georgia law, the parties hereby indemnify and hold each other harmless to the extent permitted by law for all claims, losses, or damages (including costs and attorney's fees) for personal injury and property damage that may arise from or be related to errors, omissions, or negligent acts of themselves, or of their employees.

7. PARTIES ARE INDEPENDENT

It is understood and agreed that the relationship of the parties hereto is strictly that of City and vendor, and that PGS has no ownership in the City's enterprise and this Contract shall not be construed as a joint venture or partnership. PGS is not and shall not be deemed to be an agent or representative of the City.

8. MISCELLANEOUS PROVISIONS

a) All covenants, conditions and Contracts and undertakings contained in this Contract shall extend to and be binding on the respective heirs, successors and assigns of the respective parties hereto the same as if they were in every case named and expressed.

b) All notices from the City to the PGS shall be served on or sent to PGS at the following address:

   Charlie Nelson
   Print Graphics Services, Inc.
   101 Tivoli Gardens
   Peachtree City, GA 30269

   All notices from PGS to the City shall be served on or sent to the City at the following address:

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

c) This contract contains all of the Contracts, terms and conditions made between the parties hereto and may not be modified orally or in any other manner other than by Contract in writing signed by all parties hereto or their respective successors in interest.

d) If any section, paragraph, sentence or portion of this Contract or the application thereof to any party or circumstance shall, to any extent, be or become invalid or illegal, such provision is and shall be null and void; however, to the extent that said null and void provision(s) do not materially change the overall Contract and intent of this entire Contract, the remainder of this Contract shall not be affected thereby and each remaining provision of this Contract shall be valid and enforceable to the fullest extent provided by law.

e) This Contract and any exhibits attached hereto constitute the entire Contract and understanding among the parties hereto and supersede and revoke any prior Contract or understanding relating to the subject matter of this Contract. No change, amendment, termination, or attempted waiver of any of the provisions hereof shall be binding upon the other parties unless reduced to writing and signed by all parties hereto.

f) This contract shall be governed by and construed in accordance with the laws of the State of Georgia.

g) Neither the exercise nor failure to exercise any right, option or privilege under this Contract by the City or PGS shall exclude the City or PGS from exercising any and all other rights, options, or privileges under this Contract, nor shall such exercise or non-exercise relieve the City or PGS from the City's or PGS's obligation to perform each and every covenant and condition to be performed by the City or PGS under this Contract, or for damages or other remedy for failure to perform or meet the obligations of this Contract.

WITNESSETH the signatures of the parties, this the _____ day of ____________________, 2010.

PRINT GRAPHICS SERVICES, INC.	THE CITY OF PEACHTREE CITY
______________________________	______________________________
President	City Manager
______________________________	______________________________
Witness Title:	Witness Title: