City Council of Peachtree City

WORKSHOP

June 20, 2002

6:00 p.m.

The Mayor and City Council of Peachtree City will hold a workshop on Thursday, June 20, 2002, 6:00 p.m., in the City Hall Council chambers. The purpose of the workshop is to discuss requiring fenced runs for large or potentially vicious dogs.

Concerns have arisen about such animals being tethered and unsupervised in yards and becoming an attractive nuisance and possible danger to neighborhood children. This discussion is not intended to include all house pets that may occasionally be outside on the owner's unfenced property, and certainly does not include requiring all dog owners to have fenced yards.

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

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager**

FROM: **Administrative Services Director / City Clerk**

DATE: **June 14, 2002**

SUBJECT: **Fencing for Dogs Workshop**

The Senior Code Enforcement Officer will be making an introductory presentation to Council at the workshop prior to Council's discussion of this issue.

JSM/bt

City Council of Peachtree City
Agenda
June 20, 2002

7:00 p.m

I. Pledge of Allegiance

II. Announcements, Awards, Special Recognition
Recognize Jennifer Michel as Employee of the Month for May
Proclamation for Parks & Recreation Month

III. Minutes
May 16, 2002 Workshop Minutes
June 6, 2002 Regular Meeting Minutes

IV. Monthly Reports

V. Consent Agenda
1. Change in License Representative for Outback Steakhouse
2. Consider Renewal of BI Inc. Probation Services Contract

VI. Old Agenda Items

10-01-10 Budget Reduction Update
04-02-06 Update on Golfview Drive Traffic Calming Devices

VII. New Agenda Items

06-02-05 FY 2002 Budget Amendment
06-02-06 Alcoholic Beverage License – NEW – Peachtree Bottle Shop

VIII. Council/Staff Topics

IX. Executive Session

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

City of Peachtree City
JULY 4TH CANDY WORKSHOP
Minutes of Meeting
May 16, 2002
6:00 p.m.

The City Council of Peachtree City met in a workshop session on Thursday, May 16, 2002, 6:15 p.m., in the City Hall Council Chambers. Council Members attending were: Annie McMenamin, Steve Rapson, and Murray Weed. Mayor Steve Brown arrived late. Council Member Dan Tennant was unable to attend the workshop.

Leisure Services Director Randy Gaddo told Council that after last year's July 4th parade, the parade committee got together for a debriefing. The parade committee was comprised of all the City departments involved in the parade. During the debriefing, the committee looked what had happened during the parade and looked at ways of improving it. One of the recommendations was to stop throwing candy. Gaddo continued that staff had noticed several situations where people were almost run over by vehicles as they ran out into the road for candy. Fire Chief Stony Lohr reported that some feet were run over by the parade floats. Gaddo said the committee discussed having people just hand out the candy or allowing the parade participants to soft toss the candy into the crowd. Gaddo emphasized that it was a significant safety issue. They did not want to see anyone hurt, especially if there were a safer way to do things. Police Captain Terry Ernst said the Department would support whatever Council decided to do.

Lohr said part of the problem was the proximity of the crowd to the vehicles as they went by. The parade started out with a good buffer, which got smaller as people got closer to the vehicles. When people would dive for candy, the driver had zero reaction time. Last year, parade participants were throwing out Frisbees and other items as well. The items were more valuable, so they were more tempting. One child dove under the Fire Department's ladder truck in front of the dual wheels.

Gaddo pointed out that when the parade first started only golf carts participated. Now, bigger vehicles took part and those drivers had little sight distance. People drove trucks with the doors open so they could lean out and nearly hit people along the side of the road.

Resident Mary Sturm told Council and staff she had participated in the parade for 10 years and threw 12,000-15,000 pieces of candy each year. She agreed the problem was crowding. She continued that kids mobbed walkers who had candy and crowded the route so much that even golf carts could not get through. She suggested putting up "Do Not Cross" tape or having officers to keep the crowds back in high-density areas, the worst of which was from Booth Middle School to Highway 54. Sturm said the kids also used umbrellas to catch the candy and she saw many people get hit with the umbrellas. Sturm suggested the City also needed to look at securing people who rode on the floats.

Kim Morrison told Council that she had noticed that the crowd had changed. She continued that as a driver she felt like she needed protection because she had been so crowded. She added that the crowd seemed to be getting out of control. She would like to see the City go back to "no candy" and suggested that people donate the money they would have spent on candy to a charity related to September 11. She pointed out that she spent $70 on 30 pounds of candy last year and did not have enough candy to finish the parade. Morrison suggested maybe the entrants could get together and throw kisses instead of candy.

Rapson said he had looked at the issues and felt it was a matter of responsibility and that the approach should be educational. He would like to see some kind of wording given out when participants registered for the parade. Rapson suggested that there might be some restrictions on the age of those who threw the candy. The biggest offending throwers were the two-year olds who threw candy that landed right by the wheels. Rapson said it was also an enforcement issue. A police officer would not leave his or her post to pull someone from the parade who threw candy and write them a citation. Rapson continued that he had contacted someone in New Orleans to ask about crowd control at parades. New Orleans had had injuries, but most of the people throwing and catching were drunk. The injuries were not fatal or serious. Rapson asked if New Orleans hired extra security, but the person said people simply did not go out in the street. Parents took care of their kids. Rapson continued that he had issues with people who had really big floats that did not have a clear line of sight. He felt there should be some restrictions based on the size of the float that required people to walk alongside. He pointed out that many small businesses also participated in the parades and handed out flyers. It was a good time for them to advertise. The July 4th parade was the crown jewel of the few traditions left in the City. The next would be the airshow.

McMenamin said she had ridden on the Kiwanis float for several years. Last year, she saw a child run between a truck and the float and she thought they might hit the child. McMenamin noted that during a mock Council meeting held by some eighth grade students from Booth Middle School, the students said they would not come to the parade if there were no candy. They said the overriding point was that it was fun and the patriotic thing to do.

Rapson pointed out there would still be problems with kids running up to grab the candy off the floats and the parents would not stop them.

Weed stated that Council could not legislate everything, but he had some practical suggestions. His suggestions included imposing a set speed limit for parade vehicles to eliminate gapping of vehicles. In Hapeville, parade participants were only allowed to underhand toss items. Weed said spotters should be mandatory for floats. He said the City needed to identify if crowding and rushing the floats was pervasive throughout the route or only in certain spots. If it was only in certain areas, then the City should add additional enforcement in those areas.

McMenamin commented that a speed limit might be difficult to enforce. Sometimes there were breakdowns, etc., that made it difficult to maintain the same speed. Weed suggested a speed range be used instead.

Brown recalled his float in last year's parade. He said it had wood framing and chicken wire down the sides so a person could not get under the wheels from the side. No one on the float was allowed to stand, but there were handles for those who did have to stand. Brown said he had people who handed out water and still had kids crowding in that had to be shoved back. The kids were just crushing the parade. He also had people who physically made sure kids were not getting in front of the trailer. Brown said he was not so sure the kids would not crush the parade even without handing out candy.

Rapson suggested contacting civic organizations to help with crowd control. He pointed out that the Running Club gave cool t-shirts to volunteers and people volunteered to help just to get the t-shirts.

Susan Taylor, the staff organizer for the parade, said that barricades and tape were put up in certain areas, but adults handed their kids over them to get to the candy. She continued that the public could be educated, but if a parent would push their child across a barricade, then they were not going to pay attention. She also suggested appealing to civic clubs for assistance. Leisure Programs Manager Carolyn Stanton said rules and regulations were sent out in the entrants' packets and about 99% of them were ignored. She continued that there were not enough police to take the person who was offending and take them away. Taylor pointed out that the police were already overextended on July 4th. She questioned whether or not the public would pay attention to civic club members assisting with crowd control.

Gaddo said staff felt they could not back off. He suggested candy be soft-tossed to the rear of the crowd so kids would head away from the floats. Sturm said there were still a lot of golf carts that were driven by families and they would not have a person to walk with them.

Weed said they had to assume that people would still crowd the parade. He said the City had to put the responsibility back on the participants and having spotters would be a way to help. Weed and Rapson both told the resident who suggested giving the candy money to a 9-11 charity that it was a great idea, but Council could not endorse it. She replied that if less people threw candy, there would be less of a problem with crowding.

Rapson commented that he would like to see a hodge-podge of ideas. The City needed to beef up the guidelines and spotters should be required for certain sizes of floats. He also liked the idea of tossing items underhand and getting civic clubs to help with crowd control. Brown added that the inherent dangers of golf carts and someone pulling a giant float with a truck also needed to be addressed. Rapson agreed that spotters should be mandated based on the size of the float and truck. Gaddo suggested there be one to two spotters per golf cart and four spotters for floats

Stanton said requiring spotters and checking to make sure they were in place would be a nightmare. She said there was no way staff had time to check for spotters and there was nothing to prevent them from jumping on the floats once the parade got underway. McMenamin agreed and said the scene was total chaos.

Sturm suggested that golf carts be placed in the front of the parade and that all the floats be placed together. She felt that would help. Stanton, Taylor, and Sherry McHugh agreed that was a good idea. Gaddo said the education process would take a couple of years, but if people violated the rule they could not come back. Rapson said he was not willing to do that, but he was willing to do some modifications. A resident attending the meeting commented that no solution was perfect, but might evolve. McMenamin said they had to get the candy off the street.

Gaddo said June 3 was the date registration opened. Staff needed direction from Council at the regular meeting. Brown suggested spotters be required for floats and one person should be required for every five linear feet. He continued that the City could mandate all spotters wear the same color, or kind, of t-shirt. Rapson agreed. McMenamin felt Council was trying to over regulate the parade. Weed added that there were not enough police to address crowd control and, unfortunately, the City could not legislate good parenting.

Strum suggested charging all the entrants $5 or $10 to cover the cost of bike racks or something that could be used as barriers in heavy crowd areas. She said it was a quick fix as well as education. Another area where there were problems was the curve on Flat Creek Road. She suggested that next year anybody riding a float should be secured by a belt or rope, not by a person (such as an adult holding a child).

Brown said everyone seemed to agree that it was a good idea to have the golf carts in front of the floats and for the floats to have spotters. McMenamin said there should be spotters on either side of extended floats.

Weed stated that it was not that Council did not agree with staff that there were problems. He told staff they had done everything exactly the way it should be done. The topic would be discussed at the Council meeting, which followed the workshop.

The meeting adjourned at 6:55 p.m.

Jane Miller, City Clerk

Stephen D. Brown, Mayor

Pamela Dufresne, Recording Secretary

City Council of Peachtree City
Minutes of Meeting
June 6, 2002
7 p.m.

The City Council of Peachtree City met Thursday, June 6, 2002, in the City Hall Council Chambers. Mayor Brown called the meeting to order at 7:00 p.m. Other Council Members present were: Annie McMenamin, Steve Rapson, and Murray Weed. Dan Tennant was unable to attend.

Announcements, Awards, Special Recognition

Mayor Brown recognized Julie Oldenburg for her service on the Library Commission. Brown read a proclamation that recognized 12-year old Rebecca Stokes and her run on the Pioneer Trail for the Hope House.

Approval of Minutes

Weed moved to approve the April 18, 2002 Regular Meeting Minutes. McMenamin seconded. The motion carried unanimously.

Weed moved to approve the May 16, 2002 Regular Meeting Minutes with one change. Rapson seconded. The motion carried unanimously.

Weed moved to approve the May 22 Special Called Meeting Minutes. Rapson seconded. The motion carried 3-0-1 (McMenamin).

Consent Agenda

1. Approval of USA Pools Contract Extension
2. Change in License Representative for Kroger #654
3. Appointment of Ethics Board Candidate

Brown commented that his Ethics Board candidate had to resign because her family was moving to China (Consent Agenda #3). Brown asked Council to approve the appointment of Terry Garlock. Rapson noted that he had questions on the USA Pools contract (Consent Agenda #1). He had spoken to Leisure Services Director Randy Gaddo and was assured that USA Pools and the City would work through issues raised by the swim teams. McMenamin moved to approve the Consent Agenda. Weed seconded. The motion carried unanimously.

Old Agenda Items

05-02-CA3 Consider Library Meeting Room Policy

Gaddo reminded Council that they had generally approved the Library Meeting Room Policy at a previous meeting, but Council Member Weed had requested a definition of non-profit be provided for that purpose. The City Attorney provided a definition that stated non-profit organizations were those established for purposes other than to generate profits for their owners or anyone else except for philanthropic reasons. The definition of non-profit organizations included schools, school groups, community service organizations, religious groups, and governmental committees and entities unless engaged in an activity that would generate personal profit. Gaddo said the definition did not include businesses established to generate profits or any persons acting on behalf of such a business. One sentence had been added to allow entities that did not fall under the non-profit definition to use the meeting room if it could be validated it was for philanthropic reasons. Gaddo added a sentence that ensured the library staff would not have to make those decisions. He would review the request for a final decision. Rapson asked Library Commission Chairman Chris Clark if he agreed with the definition. Clark replied absolutely.

Weed moved to approve the definition of non-profit and the library meeting room policy. Brown seconded. Weed explained why he cared about the definition of non–profit. He said during his first-born son's illness and death he had become familiar with the Ronald McDonald House Charity. He did not want a situation that prevented a non-profit agency such as the Ronald McDonald House connected to a business from using the facility. The motion carried unanimously.

<u>New Agenda Items</u>

06-02-01 Public Hearing – Lease/Purchase Financing of Land

Developmental Services Director Jim Williams explained that when the Wynnmeade subdivision was platted Blount Construction acquired the property and did the platting. The two tracts that were adjacent to Highway 54 (located on the east and west side of the Wynnmeade entrance) were left out of the plans. The tract on the east side of the street was approximately three acres. The parcel on the west side was two acres. The idea had been to come back and put in a convenience store on one side and a drug store, or similar neighborhood business, on the other. The property was always zoned R-1, the residential zoning for the rest of Wynnmeade. In 1995, the City realized the tracts would not be logical for residential development and the Planning Commission limited the commercial use of the three-acre parcel to banks and day care centers. There was an older house next to the other parcel so it stayed land used as residential. The owners were satisfied with that. Obviously, the dam had burst during the last two years with Wal-mart, Home Depot, Summit Apartments, and Cedarcroft. There was pressure to develop the property, and the agent, Marvin Isenburg, wanted to build a Quik Trip. The residents and the City did not want to see that happen. Staff felt if there was ever a piece of property the City should buy, it was this one. Williams continued that it was a logical place to draw the line and to stop commercial development. The property in the area was selling for a high price - $750,000 an acre.

Williams continued that staff suggested to Isenburg that perhaps there could be a meeting of the minds on the price of the property. Isenburg was having problems with North Wynnmeade (residential development) and wanted to trade land for zoning, which was not something Peachtree City did, although staff did consider trading land for land. An appraiser was asked to put a fair value on the property and came back with $264,000 an acre, about $835,000 for three acres. The first asking price was $1.5 million. The City offered $825,000 for all five acres and that was acceptable to Isenburg. The price was less than the appraised value of three-acre tract.

Williams continued staff's idea was that the five acres could be developed into a badly needed recreation area for Wynnmeade. Williams continued that there were over 200 lots in the subdivision. In addition, the Highway 54 corridor was very busy and a pedestrian bridge was a critical part of the Livable Centers Initiative (LCI) plan for it. The bridge was identified as a key element in the success of the LCI plan. The three-acre parcel was the best place for the bridge. The purchase of the parcels stopped the strip commercial development, provided recreation areas, and provided a place for the bridge with the proper approaches and tied it to a recreation area. Williams said $825,000 was a bargain and staff recommended the purchase.

Financial Services Director Paul Salvatore said the purpose of the public hearing was to approve the financing mechanism for the purchase, not whether or not to purchase the property. Salvatore said there was not much choice but to use lease/purchase financing similar to the Bricks and Mortar loan the City closed on in December. This agreement would be an extension of the master lease agreement signed in December. The only other alternative was to pay cash, and there was not enough in Cash Reserves. Staff was in favor of an extension of the master lease agreement and asked Council to adopt the authorizing resolution and to approve using $22,000 of Council Contingency to pay the debt service due in September.

The Mayor opened the floor for public comment. Phyllis Aquayo said she was very much in favor of the purchase in view of what would become of it if the City did not purchase the property. If staff's recommendation was the best means of financing the purchase, she asked Council to approve the plan so the plans for the corridor would not be ruined. Aquayo said she did not live anywhere near Wynnmeade, but felt the purchase would be a win-win situation for the City. The purchase would benefit everyone and would help make Peachtree City the place everyone expected it would be.

Chuck Lehman asked for more information on the financing agreement and how it affected the taxpayer. Without that information, Lehman said it was difficult to know whether he supported the purchase or not. He pointed out that the bond referendum had recently gone down in defeat because it cost the taxpayer money. Brown asked Salvatore to give an overview of the lease/purchase program.

Salvatore explained there were statutory limits on how much of this kind of debt the City could incur. The master lease agreement was a three-party agreement with GMA (Georgia Municipal Association). A bank did the financing and made the payment. GMA held the property and the City bought the property back from GMA over a 15-year period. The quarterly payment was $21,586. Annual debt service would be $86,343. Salvatore said he did not have the debt service calculated in mills, but there was no indication that Council wanted to raise the millage rate. The cost would be absorbed into the budget through cuts in other areas.

Gwen Rower told Council she was in favor of doing anything that could be done to help Wynnmeade, but expressed concern about unsupervised children in a recreation area next to Highway 54. She was also concerned that in the past some Council Members had said they would not approve anything of this type without voter input.

Brown asked Gaddo to discuss the plans for the proposed recreation area. Gaddo agreed there was concern about the proximity of the recreation area to Highway 54, but said it could be done with fencing and accessibility away from the highway. It would be more of a passive park environment with possibly a small tot lot. There was another recreation area on the north side of the subdivision that would be more active.

Brown explained that he had no problem with true recreational projects and certain infrastructure projects. He drew the line at certain types of uses. He pointed out that this piece of property would not be around in a few years, maybe not even a in year, if something were not done in a hurry.

Wynnmeade resident John Dillahunt said he found the dissertation on the property's background very interesting. He continued that it was not a straight recreation proposition such as a pool, but would be an area that made a statement as people entered the City's west side. He said he was not wild about higher taxes, but the cost was planned to be absorbed into the City's normal operating costs. He did not think it would do much good for Wynnmeade directly, but felt it would be good for the City and thanked Council.

Wayne Roberts thanked staff and Council for their efforts to push the purchase forward. He said that Wynnmeade had been fighting the property going commercial for some time. Anytime the City could buy five acres of frontage property at the edge of the City with no increase in millage was a win for the City. He said he could envision the court costs that would be encumbered by the City and the Wynnmeade Homeowners' Association to fight the property's rezoning. He noted that the ARC (Atlanta Regional Commission) had approved a $600,000 grant for the golf cart bridge, which would be a gateway to the City. He encouraged the community to go forward.

Lehman said he liked the idea, but added he also liked the bond issues and they were defeated. He continued that he was not sure about the money and felt the taxpayers should have a say in what was done since the City would incur long-term debt. He felt the taxpayers should have the opportunity to vote on the issue.

McMenamin said she shared Lehman's concerns about the bond issues. She likened the property to the purchase of Drake Field and said the people of the City would never appreciate the purchase since they did not realize what they were about to lose. There could be litigation over the property and the City could lose. Timing was of the essence and the land would bring many years of great benefit.

Brown agreed with McMenamin. He pointed out that once a big box was in place that growth proliferated rapidly. This was an opportunity to do something good and that opportunity would not exist once those stores opened. If this had been done 10 (ten) years ago, the land would have cost less than half the selling price. He continued that the City needed to start looking strategically at the land left in the City. He pointed out that residents had thought the City already owned Drake Field.

Rapson thanked the City Attorney for his negotiations and said the decision was a "slam dunk" to him. Weed said he committed to helping various neighborhoods when he ran for office. To him, the land purchase was vital to helping the people of Wynnmeade help themselves. He said he too, like Lehman, had voted for all the bond issues. Weed said government existed for three reasons – safety, commerce, and recreation. All three of those things protected quality of life. If the City did not act now, they would regret it for years to come.

Rapson moved to approve the purchase of tracts A and B as presented by staff and to authorize $22,000 from Council Contingency for the first quarterly debt service payment, also to approve the use of the lease/purchase financing for the land acquisition piggybacking off the master lease agreement, and to authorize the Mayor to sign the closing documents for the lease/purchase agreement. Weed seconded.

Rower asked if the City owned the land on the south side of Highway 54. City Manager Jim Basinger said the City owned some greenbelt and the nature preserve. He said the City might need some private property, but they might be able to turn the bridge or change the approach to keep it on City-owned land.

Brown said that some of the bond referendum projects, such as the dressing up of Drake Field, the expansion of Kedron Fieldhouse, and the additional picnic areas, could wait since the City already owned the property. The difference was the City might not have the opportunity for this property again, even in the short term.

The motion carried unanimously.

06-02-02 Consider Consent Resolution Merger of AT&T Broadband and Comcast Corporation

Lindsey explained that the resolution approved the transfer of the City's cable franchise agreement. AT&T had proposed a merger with Comcast. In order for that to be accomplished, all local governments affected by the proposed merger had to approve the transfer of the franchise. Lindsey said he had reviewed Form 394, the merger plan, and all information and it all complied with federal law. There had been a number of problems with AT&T in the last eight (8) months but the City had seen tremendous improvement. Lindsey continued that AT&T was trying to work with the City on the problems, but pointed out this was not the place where the City could win. The City would win under the franchise agreement and ultimately the City had the right to take it to court. He anticipated that the new corporation would continue to work with the City.

McMenamin moved to approve the consent resolution on the merger of AT&T Broadband and Comcast Corporation. Weed seconded. The motion carried unanimously.

06-02-03 Consider Dog Park

Gaddo recalled that the committee was formed after Council Retreat. A final site had been selected near the Kedron Multi-purpose Rink. The one-acre site was located about 300 feet from the rink. It would be fenced with two areas – one for dogs over 40 (forty) pounds and one for dogs under 40 (forty) pounds. A four-foot vinyl-coated fence would be used. Plans included a water fountain with a low bowl for dogs and another bowl for people. The park would not be monitored, but would be open to the public. Pet owners would be responsible for their pets at all times and would be expected to clean up after them. Appropriate signage would be installed to define the rules of conduct and common courtesy. The cost for the dog park was $14,150. The cost included $10,500 for fencing, $650 to run the water line, $2,000 for the fountain, and $1,000 for the landscaping materials. Staff recommended taking the money from Council Contingency. Brown asked if the facility would be open to Fayette County residents. Gaddo said yes. The park would be considered closed at dusk.

McMenamin said that when Council first started talking about a dog park, she had no problem with the concept. She said she did not have a problem with donating the land for a dog park, but she was stunned at the cost of the fencing, running the water lines, the total amount, and then taking the money from Council Contingency. After some research, McMenamin said it became clear that the users provided most dog parks. In many cases, the community provided the land, but the users provided the maintenance and the infrastructure. She continued that Council had discussed spending priorities at Retreat, but had never followed through on setting spending priorities. The budget had been tight since September 11 and Council had delayed some things in the budget. Council had also asked for shortfall contributions from the Development and Airport Authorities. She said Council needed to address its spending priorities. McMenamin had visited the Glenloch pool and noted that it was in dire need of vinyl fencing and small children used the facility. She said she could not support the dog park right now. She had talked to people and they had said they would not use the park. McMenamin felt Council should table it or discontinue the discussion until the City was in a better position financially and so they could pursue users providing revenue for the dog park.

Weed said he had been approached by the Basset Rescue organization regarding the basic concept for the dog park. He was given material that said most progressive communities were looking along the same lines. Peachtree City had always been forward thinking and was the exception rather than the rule. Weed said he had consulted with the finance director and Basinger all through the process. He felt the money could be easily absorbed into the budget. The largest expense was the fence, and the fence made the park. Staff could not do the work as easily as bidding out the job. As for future upkeep, Weed said the Rotary Club had already formed a committee to adopt a park and wanted to make the dog park a high priority. He continued that he was authorized to say that the Humane Society also supported the facility. Everywhere he had gone people were very excited and looking forward to doing it. Weed said it would be a private/public partnership similar to the All Children's Playground. The City provided the land for the playground, but it was made plain that the Playground Committee had to raise the money. It was $250,000 project that the private sector essentially had to bail out the City to do. Weed noted that again there were only three things government ought to do — provide for safety, providing for commerce, and providing for recreation. That was why government existed and the City could afford to do it. The dog park would be a long-term benefit. It was in the right location. It would be another jewel in the crown of Peachtree City, like the All Children's Playground, the golf cart paths, and the land just purchased at the Wynnmeade entrance.

Marsha Cole said it was her understanding that the Rotary Club was planning to adopt a park for a community service project, but it had not been determined that the park would be an animal park. Weed said he had discussed the matter with Mary Chapman of the Rotary Club that morning. Cole said she would not clean up after dogs and she believed there were other Rotarians who felt the same way. She was not certain everyone understood the ramifications of a dog park. Given the community was looking at reducing services, Cole felt there were probably better places to put the money now and in the long term.

McMenamin pointed out that the City's adopt-a-mile program on the cart paths was very popular when it started. Most groups got together whenever they could, whether it was once a month or once a year. A dog park would have to have routine care and upkeep and would not be the same type of thing. There would also be children in the park. She said it would not be the same as a regular adopt-a-park, but would require much more maintenance and upkeep because of its nature.

Weed agreed and stated that people would be expected to pick up the excrement and keep their animals under voice control. He acknowledged that there would be irresponsible pet owners.

Absolutely, but he said there were also irresponsible parents who allowed their unsupervised children on the City's playgrounds. Weed said the dog park would be no different from any other facility.

McMenamin disagreed. She continued that if the City were able to pay for everything that had been budgeted and if Council Contingency was not used for anything other than frivolous things, it would be different. She said Council Contingency was for emergencies and necessities for the well being of citizens and she could not see spending this type of money on the dog park at this time.

Weed disagreed and said the professional opinion was that it was affordable, so he felt Council should do it.

Jill Truitt commented that there were still a number of months until the end of the fiscal year. She asked Council to consider the percentage of Council Contingency that would be used when making their decision. She asked what liability individuals would assume when dogs bit children in a City park, as well as the City's liability. Weed said the liability would be essentially the same as at other public facilities, such as playgrounds.

Gwen Rower said she was against the dog park right now. Council kept talking about being in a budget crunch, watching spending, and that medical costs were going up. The money had to come from somewhere, which meant something else had to go. There would be problems with dogs biting dogs and people. The water fountain at Glenloch was in terrible repair. She would rather see $2,000 spent on a fountain for her kids than for dogs.

Rapson asked if the fencing for Glenloch was scheduled for replacement. Gaddo said it was in the five-year plan. Rapson noted that all of these numbers would not cause millage rate increase or a budget shortfall. The City was actually tracking 5% to 6% above the actual budget for revenue. The City was in a strong financial position, but it was appropriate to talk about expenses with scrutiny. The USA Pools contract included $4,000 "splash" cash in it to fix problems. That was money the City did not have before. Rapson said he did not want to give the impression the City was in dire straights.

McMenamin noted that the City had reduced the operating budget and moved restrooms, concession stands, and facility build-out plans to 2003. She continued that Council needed to address those things before talking about spending money on frivolous things like a dog park. If the City was now in a better situation, then Council needed to go to the Development Authority and Airport Authorities and tell them Council did not need their money and get them off the hook.

Rapson said the revenue stream for the Airport Authority was directly tied to the hotel/motel taxes, which were not the taxes they were discussing.

Lehman asked Council if citizens had been asked if they wanted a dog park. They had talked about specific groups and had a lot of information, but no one came to the meeting. He suggested asking the citizens in the Update, and said the park could wait for six months.

McMenamin recalled that when residents asked for the outdoor rink at Kedron, the room had been full and residents told Council how badly they wanted and needed it. McMenamin said no one had come to her and asked for a dog park. She asked staff if there had been any requests for a dog park. Basinger said one person had requested a dog park about one and a half years ago. Brown said he solicited comments and had gotten a lot of positive feedback. Lehman said he could get 15-20 people, but asked if only 35-50 people used the park, was the park worth it?

Weed said Council could not operate based purely upon demagoguery. He indicated that making decisions based upon the number of people in the room was not a good policy. Council was elected in a representative democracy not to have demagoguery. Many people had expressed an interest to him and expected him to fight for this issue. He did not think it should be reduced to five people in favor and three against as far as who showed up at the meetings.

Carol Fritz told Council she was the one contacted a year and a half ago about the dog park when she served on Council. She and Basinger had done a lot of research and found that the people who used dog parks maintained them, not the City. Fritz said there was not enough staff to take care of it. She had no objection to a dog park and thought it was a nice idea. She continued that it was not a big issue and there was no big push to do it. Fritz said she got back with the citizen who suggested it and he just blew it off. She suggested Basset Rescue or the Animal Shelter come up with the money for the fence. The park would be used some, but not to the extent they thought it would. Fritz said there were a lot of other issues of higher priority. When Council took money from the budget, the budget must be cut somewhere else. City services were being hurt badly by budget cuts and constraints.

Weed disagreed with Fritz and asked why was it the responsibility of one group to do something that would benefit the entire City. He asked why it was the individual responsibility of the All Children's Playground Committee to self-fund the park. If the City was collecting taxes to do the public good and to do public works, why was the City not spending that money to do public works instead of having private citizens bail out the City? That was the only reason the City existed. The private sector should not be expected to take care of every public need.

Aquayo said she usually would support such a project. She felt it would be generous of the City to provide the land, but extravagant to provide fencing given the needs of the City. She asked what other things would not be financed if the dog park was approved. She felt there needed to be more information on potential use, and that the park should be considered in the future after more information was gathered.

McMenamin moved to deny the dog park funding at this time. The motion died for lack of a second.

Weed moved to create a dog park and to fund it at the amount recommended by staff at $14,150. Brown seconded.

Rapson said the problem he had with the dog park was that no group had stepped up for maintenance. He suggested tabling the issue until someone stepped up to help with ongoing maintenance. He said he did not have a problem with capital expenditure for the dog park.

Another amenity was being provided whether it served 200 or 33,000 people. The expense was one-time, but there was a recurring component that concerned him.

Brown indicated that the dog park was a marvelous idea and said he had used dog parks at the University of Georgia and in Cobb County. Both were incredibly successful.

McMenamin said it might be appropriate to prioritize spending at budget time. Rapson asked if there was a commitment from any group or individuals regarding the upkeep. Brown said the Humane Society was very excited about and was willing to do a lot. Rapson suggested tabling the discussion until there was a commitment from someone in writing to help with maintenance. Weed indicated that people would be expected to pick up the waste, but there would be waste people would refuse to pick up. The Kedron area was one of the City's most heavily used areas. It would be heavily used and monitored whether this feature was there or not. It would have to be taken care of in part by City staff and it would not be maintenance free. Like the All Children's Playground, the City would take on the ongoing expense and it would not break anyone's budget.

The motion failed 2-2 (Brown and Weed in favor; Rapson and McMenamin against).

Rapson asked Gaddo if there were concerns about maintenance. Gaddo said there was to be no grass in the area, but there would be basic fence repairs. His department would take care of the routine maintenance. There would also be maintenance for the landscaping and the water fountain. Gaddo stated he was opposed to his parks crew to cleaning up after the dogs.

Rapson asked Weed if he felt it was unreasonable to ask the groups he had talked to about cleaning up after the dogs. Weed indicated it was not unreasonable, but he had already done that. Weed said he had commitments from Rotary and the Humane Society, but they were not contractual commitments.

Margie Swart told Council she was not crazy about the idea. Her concern was the money. She asked if the dog park needed to be fenced. Weed said the fence was the only thing that made it a park. The vital part of the funding was the $10,500 for the fence so there would be a location to allow dogs to run off leash. Swart said it was a nice want for the City, but felt it should be put off until better times.

McMenamin noted there was constant upkeep on water fountains and that one was always broken.

Brown said one of the major complaints in the City was that people let their dogs run loose on the cart paths. This would be an opportunity for people to take their dogs somewhere to run off leash. A lot of dogs were just being allowed to run around because they were supposedly under voice command. Swart asked about designating an area without a fence to let dogs run free and off leashes. Brown said if there was a designated area people would have to abide by the rules.

Weed said that compromise was the art of facilitating. He moved that the land at Kedron, as designated by the plan in the Council Meeting Book, be designated and dedicated as a dog park. Brown seconded. Weed said he simply wanted the land dedicated as a dog park. There would not be a dog park until there was a fence. Eventually, the expenditures would be inserted, one thing at time, into the budget, unless the private sector would help pay for it. McMenamin suggested Weed go back to Rotary and the Humane Society and see what they were talking about and willing to do. She said she had no problem with the land, but she believed the users had to make a contribution. The motion carried 3-1 (McMenamin).

Rotarian Frances Meaders said she worked with Mary Chapman on community service projects, and the Rotary was willing to help with the park, but was not ready yet. They did not have a committee or a chairman. She said Chapman was under the impression that sponsoring the park meant picking up trash once a month. There needed to be some clarification on what the responsibilities were. She continued that it was best to give everybody time to get their ducks in a row.

006-02-04 Appoint Board of Ethics Members for Ethics Complaint

Deputy City Clerk Betsy Tyler said two ethics complaints had been received against Council Member Rapson regarding his votes on special legal counsel for the Airport and Development Authority agreements. The hearing would be held after July 8, but before July 18 to comply with the ordinance. The City had hired a GMA-recommended attorney, Carol Sumner-Black, to serve as the legal advisor to the Board of Ethics. She would also train the members prior to the hearing. Tyler said she had the names of the 10 Ethics Board candidates in a box and each Council Member would chose one. The Mayor would draw two since Council Member Tenant was not present at the meeting. The Mayor would then draw two additional names to serve as alternates. The names drawn were Iola Snow, William Webster, Stephen Fraas, Ann Marie Matwick, and Robert Williams. Alternates were Barry Amos and Frances Meaders.

Brown asked how it was determined when to convene the Ethics Board. Lindsey explained that the City Clerk would contact the members tomorrow (June 7) to determine a date. Brown suggested that for future ethics complaints Council consider changing the time frame from 60 days after the complaint was received to 60 days after the first Council meeting held after the complaint is received. Brown said that would give more time. Lindsey said that was a good idea. One of the reasons for the time limit was so it would not drag on.

<u>Council/Staff Topics</u>

Brown said the State Court Solicitor, Steve Harris, contacted Council because there might have been a violation of the Open Meeting law in relation to the special legal counsel by Council. Brown indicated that Harris informed the City by telephone that there had no violation. Brown referenced a letter in the June 5 newspaper and clarified a statement that the City Clerk had stated the Airport and Development Authority agreements had been in the books the night of the Council meeting in question. Brown said that was not the case; the agreements were not in the books. There was also a notation that Mr. Tennant had recommended that the Mayor contact the people (Authority representatives) before the meetings. The letter said that was a great idea and it was too bad Brown had not done so. Brown clarified that he had contacted Cathy Nelmes (of the Airport Authority) at least one month prior to the issue being brought up. They met in his office at City Hall. He had called Tate Godfrey (of the Development Authority) at least twice before the meeting and was turned down on both occasions. He wanted to make note of that.

McMenamin commended Randy Gaddo and the staff for the Memorial Day ceremony on May 27. She said it could not get better and she appreciated the dedication Gaddo put into the ceremony every year. McMenamin also commended the Rotary Club on the new signage on the cart paths. She said it was a real benefit to the City. Brown added that citizens should be vigilant and report any vandalism to the police.

Rapson reported that the last Golf Cart Committee meeting was held prior to the Council meeting and the committee would make recommendations for Council to look at during the July 18 meeting. He thanked everyone who came and spent hours discussing and working on the issue. Brown added that the teens especially showed a concern for safety and the well-being of the community. They also attended regularly.

Basinger noted there were two vacancies coming up on the Planning Commission and asked for two volunteers to serve on the Selection Committee. Brown and McMenamin would serve.

There being no further business to discuss, Brown moved to adjourn the meeting. Rapson seconded. The motion carried unanimously. The meeting adjourned at 9:05 p.m.

Pamela Dufresne, Recording Secretary

Stephen D. Brown, Mayor

Jane Miller, City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council**

VIA: **City Manager**

FROM: **City Clerk**

DATE: **June 14, 2002**

SUBJECT: Alcohol License –License Representative Change – Outback

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A request for a change in the License Representative has been submitted for Outback Steakhouse. Mr. Paul Bryan Chadwell has requested to be appointed as the License Representative. Mr. Chadwell is the manager for Outback. The application and affidavit are attached for your review. Please note Chief Murray's comments on the Criminal History Report.

Mr. Chadwell will attend the June 20th Council meeting to answer any questions you may have.

JSM:pd

Attachments

Peachtree City
Georgia

State of Georgia

City of Peachtree City:

I, James V. Murray, Chief of Police, for the City of Peachtree City, do hereby certify that:

Paul Bryan Chadwell
Name

1031 Barberry Lane Peachtree City, GA 30269
Address

has been investigated and found not to have been convicted of, nor to have entered a plea of nolo contendre, to any felony or misdemeanor relating to the sale or use of alcoholic beverages or illegal drugs within five (5) years prior to the date of the application for this license.

Signature

June 14-2002
Date

Witness

Note: The applicant's Alcohol Beverage License Application required an amendment due to arrest information that was originally omitted.

151 Willowbend Road • Peachtree City, Georgia 30269 • (404) 487-7657

CITY OF PEACHTREE CITY
151 WILLOWBEND ROAD
PEACHTREE CITY, GA 30269
(770) 487-7657

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

Business Name: OUTBACK STEAKHOUSE	**Business Location:** 995 PEACHTREE Pkwy.	
Nature of Business: RESTAURANT	**Mailing Address:** 995 PEACHTREE Pkwy, PEACHTREE CITY GA 30269	**Business Phone Number:** 770-486-9292
Name of Licensee: Chris T. Sullivan ~~PAUL BRYAN CHADWELL~~	**Home Address:** 96 Martinique Ave, Tampa FL ~~1031 BARBERRY LANE PEACHTREE~~	**Home Phone Number:** 813-282-1225 ~~678-364-0225~~
Name of License Representative: PAUL BRYAN CHADWELL	**Home Address:** 1031 BARBERRY LANE, PEACHTREE CITY	**Home Phone Number:** 678-364-0225

Please indicate type of license applying for

Retail Consumption Dealer		Retail Package Dealer		Wholesale Dealer	
X	Malt Beverage		Malt Beverage		Malt Beverage
X	Wine		Wine		Wine
X	Distilled Spirits		Distilled Spirits		Distilled Spirits

Please complete information below (use separate sheet if necessary)

NAME Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.	ADDRESS Please provide Home Addresses for the individuals listed:	PHONE NUMBERS Please provide Home and Business Phone Numbers for individuals listed:

Is any person who owns an interest in the license an employee of the City of Peachtree City? No

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council Members**

VIA: **Jim Basinger**

FROM: **Jane Miller**
Paul Salvatore PS.

DATE: **June 13, 2002**

SUBJECT: **Probation Services**

In May, 1998 Council approved contracting with Community Corrections Corp (now doing business as BI, Inc) to provide probation services to our municipal court. The contract was for four years and will expire July 1, 2002. The service provided by BI has been outstanding. The Judge, Police Chief and City Attorney have been completely satisfied with their services as have our court personnel. BI provides probation monitoring, fine collection, random drug testing if ordered by the Judge, monitoring of community service hours, and providing behavior programs (listed on exhibit B of the attached contract). Additionally, BI has gone to the expense to open an office in Peachtree City to better serve the City and our probationers.

There is no cost to the City for the services provided by BI. All fees are paid by probationers. The City would like to maintain BI as our probation services provider and to allow the contract to automatically renew as long as they continue to provide the same exceptional level of service which will allow us to maintain our operational effectiveness. This is permitted under the purchasing regulation as a brand-name provider.

/jsm

Attachment

BI INCORPORATED
COMMUNITY CORRECTIONAL SERVICES AGREEMENT

Agreement No. 20020507DW Effective Date: July 1, 2002

This AGREEMENT ("Agreement") is made by and between BI INCORPORATED, 1051 Culpepper Drive, Conyers, GA 30094 ("BI") and the **City of Peachtree City, Georgia** ("Court") with its principal place of business for the purposes of this Agreement at 151 Willowbend Road – Peachtree City, Georgia 30269. WHEREAS, the Court has determined that a present need exists for certain community correctional services, hereinafter referred to as the "Services", and

WHEREAS, the Court is authorized to enter into this Agreement by the laws and regulations to which the Court is subject; and

WHEREAS, the Court and BI agree that the terms and conditions of this Agreement apply to the Services purchased hereunder; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. INTRODUCTION.

The purpose of this Agreement is to set forth the agreement between BI and the Court concerning the Supervision Services that BI agrees to provide the Court hereunder.

2. SERVICES/TERM.

2.1 **Services**. BI agrees to provide to the Court and the Court agrees to order the payment for the Services to be paid by probationers as described herein which shall be subject to this Agreement and separately executed by the Court and BI. All Services provided by BI hereunder shall be governed by this Agreement. Capitalized terms used in this Agreement refer to the corresponding terms defined herein.

2.1.A BI agrees to provide the following supervision services:

1. Monitor and collect scheduled time payments for fines, court costs and restitution.
2. Monitor conditions placed on convicted misdemeanants, as ordered by the court.
3. Provide staff to attend the Court to perform case intake on sentenced misdemeanants.
4. Provide bi-monthly reports to the Court. All collected fine and cost payments shall be remitted on a bi-monthly basis to the Clerk of the Court.
5. Confer with the Court staff, the District Attorney's/Solicitor's office and Judges on cases as appropriate.
6. Manage Probationer case limits and maintain a reasonable number of Probationers per Probation Officer in order to provide attention to all Court ordered terms and conditions.
7. Employ professional probation personnel that meets or exceeds the standards required by the County and Municipal Probation Advisory Council.
8. Maintain appropriate records on Probationers.
9. Provide periodic detailed reports to the Court.
10. Develop and monitor community service.
11. Develop and monitor restitution recovery program.
12. Report non-compliance by the offender to the Court.

13. Provide oversight of any offender placed on pre-trial supervision program (misdemeanant or felon).
14. BI shall submit a mid-month and month-end written report to the Court on the amount of Court fines, costs and restitution ordered by the Court and collected by BI from the Probationer. The report shall include the services being provided, the total dollar amount applied to Court ordered fines, restitution and other conviction to the Court by the fifth (5^{th}) business day after the fifteenth of the month for the mid-month report and by the tenth (10^{th}) business day of the following month for the month-end report.
15. BI shall tender all fines, costs and restitution ordered by the Court and collected by BI during the month from the Probationer to the Court along with a mid-month report by the fifth (5^{th}) business day after the fifteenth of the month for the mid-month report and by the tenth (10^{th}) business day of the following month for the month-end report.
16. BI shall provide intervention programs ("Programs") to Probationers when ordered by the Court. See Exhibit B (BI Cognitive Behavioral Programs Menu) attached for a description and pricing of the Cognitive Programs offered.
17. BI shall provide random drug testing as ordered by the court, with the expense to be borne by the Probationer.
18. BI shall comply with all laws regarding confidentiality of Probationer records.
19. BI shall not profit from any fines, restitution or court costs collected from the Probationers.
20. BI shall provide Electronic Monitoring ("EM") services as ordered by the court, with the expense to be borne by the Probationer. The description of the Electronic Monitoring Services, the responsibilities of both BI and the Court, as well as the level of notification for alerts are described in Exhibit A attached hereto.
21. Indigent offenders shall receive BI services at no cost if the offender is determined to be indigent by the Court.

2.1.B. <u>The Court agrees to do or provide (as applicable) the following under the above referenced Agreement:</u>

1. Refer appropriate cases to BI for community supervision.
2. Utilize pre-trial supervision program, electronic house arrest program and other programs and services if and when appropriate.

2.2 **<u>Term</u>**. The term of this Agreement is for One (1) year. This Agreement, its terms and conditions, and authorized Exhibits and Amendments are renewed automatically for succeeding periods of one (1) year each on the anniversary of its original effective date unless termination notification is received at least 30 days prior to the anniversary date.

3. PAYMENT/PRICING.

3.1 **<u>Payment from Probationers.</u>** Any payments for specified services herein will be the sole responsibility of the Probationer. Further, there may be additional amounts that the Court may instruct BI to collect (such as restitution, court fines and fees). As used in this Agreement, the term "Probationer" shall mean the person actually receiving the services or using the equipment meaning the person actually being supervised, or participating in a class or directly receiving or using any other BI service or equipment.

3.3 **<u>Pricing Table.</u>** The Court agrees to the following pricing for the Services hereunder in accordance with the following pricing table:

Monthly Supervision Cost:	$35.00 per Month
Cognitive Program Cost:	See Exhibit B for Pricing
Electronic Monitoring Cost:	
Level I – Compliance Monitoring Program:	$10.00 per Day
One Time Installation Fee:	$25.00

Sobrietor Unit used in conjunction with an EM unit:	$ 5.00 per Day
Drug Testing:	$20.00 per Test
Photo Fee:	$4.00 per Photo

4. LIMITATION OF LIABILITY.

4.1 Disclaimer of Warranty.

BI makes no express warranties regarding the services or any equipment provided hereunder. Further, BI excludes the warranties of merchantability and fitness of the services or any equipment provided hereunder for a particular purpose. BI expressly disclaims any warranty that any equipment provided hereunder is impervious to tampering. The foregoing warranties are in lieu of all other warranties, expressed or implied.

4.2 Acts.

In no event does BI assume any responsibility or liability for acts that may be committed by probationers in connection with the services provided under this Agreement, or for any damages caused by Courts failure to fulfill its responsibilities.

4.3 Damages.

In no event will BI be liable for any indirect, special, incidental or consequential damages, even if BI has knowledge of the possibility of the potential loss or damage, in connection with or arising out of the providing, performance, or use of the service or equipment provided under this Agreement.

4.4 Liability.

BI assumes no responsibility for the selection of participants for its programs. The responsibility for placement is solely the responsibility of the referring agency or court. Termination of placement in any BI program is also determined by the referring agency or court. Such termination may be defined by the term stated in a referral document, or upon special order. It is the responsibility of BI to inform the referring agency or court of program violations during the term of placement as determined by the agency or court. The referring agency or court may determine that early termination and other sanctions are required. Formal policy may be developed between referring agency or court and BI that pre-defines placement and termination conditions, provided such policy is written and is consistent with the levels of authority defined in this statement.

5. PROPRIETARY INFORMATION AND TRADE SECRETS.

5.1 **Agreement Not to Disclose.** During the term of this Agreement and for a period of two (2)
years following the termination of this Agreement, for any reason whatsoever except as required by applicable law, the Court shall not disclose to any person or entity any information which is or has been disclosed to it. Or of which it became aware as a consequence of or through its relationship with BI, which has value to BI, and which is treated by BI as "Proprietary Information." In addition, the Court shall not, at any time while BI is performing services for or on behalf of the court and at all times following the termination of its relationship with the Court for any reason whatsoever, disclose to any person or entity except as may be required by applicable law, any Trade Secret of BI. In those instances in which applicable law requires the disclosure of information, the Court will inform BI of the request and information disclosed.

5.2 **Proprietary Information.** All Proprietary Information and all Trade Secrets and all physical embodiments thereof, received or developed by BI while BI is performing services for or on behalf of the Court, are confidential to and are and will remain the sole and exclusive property of BI. The Court will hold such Proprietary Information and Trade Secrets in trust and strictest confidence and will not use, reproduce, distribute, disclose or otherwise disseminate the Proprietary Information or Trade Secrets or any physical embodiments thereof and may, in no event, take any action causing or fail to take the action necessary in order to prevent, any Proprietary Information and any Trade Secret to lose its character or cease to qualify as Proprietary Information or as Trade Secrets.

5.3 Definition of Proprietary Information. "Proprietary Information" means information related to BI (1) which derives economic value, actual or potential, form not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; (2) which is not generally known by BI competitors; and (3) which is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Proprietary Information may include, but is not limited to, information concerning (a) the business operations or internal structure of BI, (b) the Courts or Probationers of BI, past, present or future research done by BI respecting the business or operations of BI or The Courts or Probationers or potential Courts or Probationers of BI, (d) work performed by BI for any Court or Probationer of BI, or (e) any method or procedure relating or pertaining to projects developed by BI or contemplated by BI to be developed. Proprietary Information also includes information which has been disclosed to BI by a third party and which BI is obligated to treat as confidential.

5.4 Definition of Trade Secrets. "Trade Secrets" shall include the whole or any portion of any scientific or technical and non-technical data related to the formulas, patterns, designs, compilations, programs, methods, techniques, drawings, processes, finances, actual or potential Courts and suppliers, existing and future products and services, and employees of BI. Trade secrets also include information which has been disclosed to BI by a third party and which BI is obligated to treat as confidential.

6. INDEMNIFICATION.

BI will indemnify The Court from and against all liability resulting from the negligence or willful misconduct of BI, its employees and agents in the provision of Services hereunder. The Court will indemnify BI from and against all liability resulting from the negligence or willful misconduct of the Court, its employees and agents in the operation and use of the Services. Further the Court agrees to indemnify BI from and against all liability resulting from the acts committed by the Probationers receiving Services hereunder, including those persons subject to its electronic monitoring program. The term "liability" includes but is not limited to legal fees and expenses, penalties and interest. This indemnification provision shall remain in effect even if this Agreement is terminated.

7. FORCE MAJEURE.

BI shall not be liable for any delay in performance or nonperformance which is due to causes beyond BI's control, including, but not limited to, war, fire, floods, sabotage, civil unrest, strikes, embargoes or other transportation delays, acts of God, acts of third parties, acts of governmental authority or any agent or commission thereof, accident, breakdown of equipment, differences with employees or similar or dissimilar causes beyond BI's reasonable control.

8. INSURANCE.

BI shall maintain comprehensive general liability insurance, including acts, errors or omissions and contractual liability insurance, in an amount not less than $1,000,000. Upon request, BI shall furnish to the Court a certificate of insurance or other evidence that the required insurance is in effect.

9. NOTICES.

Any notices or communications given or required in connection with this Agreement shall be in writing and shall be deemed to have been given when sent by U.S. regular mail, postage prepaid, to the other party at the address stated herein above and directed to the attention of the person signing this Agreement, his successor, other designee or officer of the party. Notice sent by other means, including by facsimile, shall be deemed effective upon receipt. The current facsimile number for BI is (770) 761-7344; the current facsimile number for the Court is 770-631-2505. A change in the address or facsimile number of either party may be made in the same manner as for giving of any other notice.

10. GENERAL.

10.1 No Assignments. Without the prior written consent from BI, the Court shall not assign or transfer this Agreement.

10.2 Entire Agreement. The entire agreement between the parties with respect to the subject matter hereof is contained in this Agreement. This Agreement supersedes all prior oral and written proposals and communications related to this Agreement between the parties. The Court acknowledges that it has not been induced to enter into this Agreement by any representations or statements, oral or written, not contained in this Agreement. No provision of this Agreement shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by the party against whom the waiver, amendment or modification is claimed. Preprinted terms and conditions of any purchase order or other instrument issued by the Court in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on BI and will not apply to this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their permitted successors and assigns.

10.3 Severability. Any provision of this Agreement which is unenforceable under the laws of any jurisdiction which are applicable hereto shall be ineffective to the extent such laws apply without causing such provision to be ineffective under the laws of any other jurisdiction which may be or may become applicable and without invalidating the remaining provisions of the Agreement.

10.4 Captions. The captions set forth herein are for convenience only and shall not define or limit any of the terms hereof.

10.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of law provisions.

10.6 Limitation. No action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has arisen.

10.7 Access to Books and Records. Upon ten (10) business days written notice to BI, representatives of the Court and the Court shall have access, at all reasonable times, to all BI's books, records, correspondence, instructions, receipts, vouchers and memoranda (excluding computer software) pertaining to work under this Agreement for the purpose of conducting a complete independent fiscal audit for any fiscal year or calendar year within the last two (2) years.

10.8 Access to Program Records. Upon ten- (10) business days written notice to BI, BI shall make program records available for Probationers subject to the Court or the Court jurisdiction in connection with work performed with this Agreement.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY THE COURT AND ACCEPTED BY AN AUTHORIZED REPRESENTATIVE OF BI AT ITS PRINCIPAL PLACE OF BUSINESS.

By execution hereof, the signer hereby certifies that signer is duly authorized to execute this Agreement on behalf of the Court.

For: City of Peachtree City, Georgia (Court)

By:________________________________

Printed Name: Stephen D. Brown

Title: Mayor

By:________________________________

Printed Name: Honorable A. Mitchell Powell, Jr.

Title: Presiding Judge

____

Notary Public:

Expiration Date:
(Notary Seal)

For BI Incorporated:

By: ________________________________

Printed Name: Jim Jester

Printed Title: Director, BI of Georgia

____

Notary Public:

Expiration Date:
(Notary Seal)

EXHIBIT A (ELECTRONIC MONITORING SERVICES)
to the
COMMUNITY CORRECTIONAL SERVICES AGREEMENT
Agreement No. 20020507DW Dated: July 1, 2002
Between
BI INCORPORATED ("BI")
and
THE CITY OF PEACHTREE CITY, GEORGIA ("Court")

In addition to the terms and provisions set forth in the above referenced Agreement, the following terms shall apply to all electronic monitoring services provided under the Agreement:

1. **DEFINITIONS.**

1.1. Probationer: A person sentenced and subject to the Court's electronic home detention monitoring program.

1.2. Equipment: BI manufactured products including, but not limited to, Field Monitoring Devices, Transmitters, Drive-BI Monitors, Sobrietors, as well as third party products provided by BI.

1.3. Unit: BI manufactured Field Monitoring Device ("FMD") together with a BI radio frequency transmitter ("Transmitter").

1.4. Supplies: Straps, latches, and batteries for the BI Transmitter.

1.5. Alert Condition: An occurrence requiring BI to provide information to the Court. The Alert Message Descriptions is available from BI upon request.

1.6. Authorized Personnel: Those persons selected by the Court who are authorized to enroll Probationers and select or adjust notification options.

1.7. Notification Options: Predefined parameters selected by the Court which instruct BI on how to respond to and notify the Court of an Alert Condition.

1.8 Restore Unit Case: The FMD's previous tamper status has been restored.

1.9 Transmitter Open Strap: The Probationer has removed or attempted to remove the transmitter, or the transmitter was disassembled to replace the battery. If the Probationer tampered with the transmitter in range of the FMD, the tamper message will be called in immediately. If the transmitter is being operated in manual reset mode, and is tampered out of range of the FMD, the actual time of tamper is recorded and sent immediately when the Probationer comes in range. If the transmitter is being operated in manual reset mode, an officer must use the BI Activator to reset the transmitter.

1.10 Transmitter Close Strap: The transmitter is restored from its previous tamper status. If the transmitter is being operated in automatic mode and automatically resets while out of range of the FMD, the time of restoration will be recorded and sent immediately upon coming in range. Note: The transmitter must be properly affixed to the Probationer in order to receive this message. It is recommended that a physical inspection of the transmitter be conducted after receipt of this message.

1.11 Tamper Unit Case: The FMD case has been opened or the internal circuitry of the FMD has been disrupted.

2. SERVICES AND RESPONSIBILITIES OF BI.

2.1 Monitoring Services. BI will provide the following monitoring services to the Court for the Court's operation of an electronic home detention monitoring program. The monitoring services provided hereunder are specifically designed to determine by electronic means the presence of a person at a specified location (typically that person's place of residence).

2.1.1. BI will perform the functions of data entry and data storage for all properly enrolled Probationers. The data entry function consists of the input of all required demographic, curfew, and system configuration information on each case into the central host computer system.

2.1.2. BI will maintain twenty-four (24) hour, seven (7) days per week management of Probationer data enrolled hereunder.

2.1.3. BI will provide notification of Alert Conditions to authorized and identified Court's staff. Alert notification will be in accordance with Section 2.1.6 herein or as agreed upon in writing by the Court and BI.

2.1.4. Alert Condition and Equipment status information for each Probationer will be documented and maintained by BI. Upon a Probationer's completion of the monitoring term, BI will archive a termination record of all monitoring data compiled during the monitoring term. This record will be maintained by BI for a period of no less than five (5) years from the date of each Probationer's termination.

2.1.5. BI will assume the financial responsibility of all long distance telephone charges associated with Unit and central host computer communications.

2.1.6. Notification Options.

2.1.6.1 Level 1 (Compliance Monitoring Program)

The Compliance Monitoring Program has as its primary intent the non-immediate, after-the-fact monitoring of compliance to ordered conditions. This program does NOT provide 24-hour enforcement of conditions. This program is NOT recommended for higher risk cases. In these cases, the Court does NOT desire immediate notification of violations. At this level, the Court determines that next day notification is acceptable on any and all violations incurred curing the monitoring period. Certain violations will be investigated immediately by BI and reported to the Court the next business day, by 10:00 a.m.

2.2. Maintenance. BI shall maintain the Equipment at its expense. Maintenance will be performed at BI's facility. Notwithstanding such obligation, unless otherwise specified in Exhibit B, the Offender shall be responsible for lost or missing Equipment and/or the cost of required repairs necessitated by (I) the Probationer's negligence or (ii) the damage or destruction of the Equipment by parties other than BI.

3. EQUIPMENT.

BI shall supply a sufficient quantity of Units to meet the Court's need subject to forty-eight (48) hour notice prior to shipment. The Court agrees that it shall assist BI in forecasting its Unit needs. All Units or other Equipment supplied by BI shall be subject to all charges set forth in Section 6 herein, as applicable.

4. MONITORING SYSTEM.

4.1. Description. The monitoring system utilized hereunder is an active monitoring system consisting of a Transmitter, an FMD, and BI's central host computer system. The central host computer system is located in BI's offices. The Units communicate with the host computer system through the Probationer's standard telephone service.

4.2. System Maintenance. The Court acknowledges that BI must perform periodic maintenance on the host computer system. During the performance of this maintenance, the system may be required to be temporarily 'off-line'. The Court will be notified in advance of any such situation.

5. THE COURT'S OBLIGATIONS.

The Court agrees to the following:

5.1 BI Assumes no responsibility for the selection of participants for its programs. The responsibility for placement is solely the responsibility of the referring agency or court. Termination of placement in any BI program is also determined by the referring agency or court. Such termination may be defined by the term stated in a referral document, or upon special order. It is the responsibility of BI to inform the referring agency or court of program violations during the term of placement as determined by the agency or court. The referring agency or court may determine that early termination and other sanctions are required. Formal policy may be developed between the referring agency or court and BI that pre-defines placement and termination conditions, provided such policy is written and is consistent with the levels of authority defined in this statement.

5.2. Refer appropriate cases (participants) to BI for supervision hereunder.

5.3. Identify Authorized Personnel.

5.4. Provide to BI required Probationer case and curfew information and Court Order.

5.5 Identify and make available the Court's staff and/or Equipment (fax, pager) for the purpose of notification by BI to the Court of alerts and Equipment status problems.

6. TERMINATION.

Upon completion of BI services under this Agreement, the Court shall return any property belonging to BI. BI is entitled to full payment for services rendered during the term of this Agreement or thereafter.

EXHIBIT B (BI COGNITIVE BEHAVIORAL PROGRAMS MENU)
To the
COMMUNITY CORRECTIONAL SERVICES AGREEMENT
Agreement No. 20020507DW Dated: July 1, 2002
Between
BI INCORPORATED ("BI")
And
THE CITY OF PEACHTREE CITY, GEORGIA ("Court")

Program Title	Target Population	Program Description	Cost
Domestic Violence Program 24 modules	Domestic violence offenders (separate male/female groups) Pretrial, probation, parole, court ordered or self-referrals Basic Program is 24 modules + orientation group + an individual assessment.	This is a cognitive-behavioral program. This educational approach confronts batterer beliefs and behaviors. The focus is on power and control issues in domestic relationships. Designed to comply with content and length regulations for DV programs. Groups are task-oriented with each client working at an individual pace.	$75.00 evaluation assessment $20.00 per group session $25.00 workbook Open-ended
Anger Management Program 8 modules	Designed for use with adults who have been involved in assault or violence in non-domestic situations and/or anyone who has obvious difficulty dealing with anger.	A cognitive-behavioral program that helps the client to understand and manage feelings and behaviors that accompanies anger. In this group, the client will identify stress and frustration levels and establish goals and self-control plans.	(Non-domestic violence) $20.00 per group session $10.00 workbook Open-ended
Standard Cognitive Program 12 steps	Developed for chronic offenders, particularly those who have been resistant and unsuccessful in various other treatment programs and/or who are at risk of revocation. Appropriate for those who have multiple alcohol and drug offenses as well as other repeat offenders.	A cognitive-behavioral program designed to enhance social, moral and positive behavioral growth in a progressive, step-by-step fashion. This program addresses criminal thinking patterns, relationship issues, values, attitudes and decision-making processes. The goal is to move offenders from predominately pleasure and pain reasoning to a higher level of social rules orientation.	$20.00 per group session $25.00 workbook Open-ended
Parenting & Family Issues 12 modules	Program designed for enhancement of parenting skills.	A cognitive-behavioral program designed to teach parenting skills. Focuses on children's values, problems, and developing traits of a healthy family.	$20.00 per group session $15.00 workbook Open-ended
Job Readiness 6 modules	This group is designed for anyone who needs enhancement with employment or career skills	A cognitive-behavioral program focusing on correcting faulty beliefs about work. Topics include career identity, why people get jobs and promotions and other issues related to employment.	$20.00 per group session $ 9.00 workbook Open-ended
Responsible Living 8 modules	A program designed for first-time misdemeanant offenders.	A cognitive-behavioral program that challenges offenders to look at their behavior and how it relates to their involvement in the criminal justice system. The program includes topics and exercises regarding responsible budgeting; appreciating, building, and maintaining interpersonal relationships; self analysis of behavior and value clarification; and the development of short-term and long-term goals.	$20.00 per group session $10.00 workbook Open-ended

Program Title	Target Population	Program Description	Cost
Thinking for Good 10 modules	This program addresses criminal thinking. Can be used with lesser grade crimes.	This 10-module program is directed at challenging criminal thinking, beliefs, attitudes, and behaviors. Addresses faulty patterns of behavior using MRT personality stages.	$20 per group session $10 workbook Open-ended
Managing Money for Financial Success 7 hour program	This program is for clients who have had difficulties managing their finances. This can include, but is not limited to, clients convicted of writing bad checks or shoplifting.	This is a seven-hour, one time program designed to assist clients with financial issues. Topics include rating financial behavior, looking at financial strengths and weaknesses, planning a budget, information about obtaining and using credit, and more.	$90 $5 workbook
CHOICES-Changing How Often I Choose Effective Solutions 7 hour program	This program is for clients who are first time offenders or are convicted of lesser offenses and might not need a long-term program.	This is a seven-hour, one time program designed to have clients assess some of the choices they have made in their lives. Topics include listening, communication, responsibilities, dealing with conflict, goal setting, choices and consequence, and values.	$90 $5 workbook
Making Responsible Choices 3 hour program	This program is for clients whose irresponsible acts have resulted in violations of the law or violations of societal rules.	This three-hour program is designed to have clients explore what it means to be a responsible person.	$45 $5 workbook
SAFE-Smoking Alternatives and Future Effects 4 hour program	This program was designed for juveniles.	This four-hour program is designed to inform juveniles about the risks and dangers of smoking, both to themselves and to others.	$60

Groups subject to availability

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and City Council**

VIA: **Jim Basinger, City Manager** Jim

FROM: **Paul Salvatore, Director of Financial Services** P.S.

DATE: **June 14, 2002**

SUBJECT: **FY 2002 Budget Contingency Plan Update**

This is staff's fourth bi-monthly update to Council regarding the status of the city's FY 2002 budget, and the contingency plan established in response to anticipated revenue shortfalls. Staff has now collected data for eight months, or two- thirds of the fiscal year. As indicated in Attachment 1 to this memo, there haven't been any dramatic changes to the status of revenue collections. The shortfall in Hotel/Motel Taxes has decreased from $73K (17% shortfall) down to $58K (10% shortfall). The shortfall for Interest Earnings continues to mount, now totaling $174K. However, we are still showing an overall surplus in total revenues in excess of $300K, or about five percent (5%).

As mentioned at staff's last update, we are now more concerned about the status of certain expenditure accounts that are running over budget than we are with revenue shortfalls. Of primary concern are the rising costs of health care and other insurance costs that have resulted in projected budget overruns totaling approximately $500K. In response to these unfavorable projections, staff has issued requests for bids for most of our insurance policies since our last update. We are hoping to realize some savings, but were not given a lot of encouragement from the city's insurance consultant. We are also planning on proposing increases to employee contributions to the plan. This issue will be a major concern during the FY2003 budget process, and is expected to become a long-term concern for the city to deal with.

The other major expenditure concern was a 39% increase in the cost of city contributions to the defined benefit employee pension plan. This increase, based upon actuarial computations, was primarily the result of economic downturn in the stock market and is expected to create a budget overrun of approximately $75K for this expenditure line item. Staff is now investigating options for reducing costs in this area, including the establishment of a defined contribution pension plan that would be mandatory for all new employees. We will also investigate the possibility of realizing a savings by moving the defined benefit plan to a different administrator.

At this point, staff is inclined to leave the remainder of funds in the contingency plan impounded, with the exception of a few crucial items that would need to be re-budgeted in FY 2003 anyway. Attachment 2 to this memo details the three operating expense items that staff requests to be released, totaling $29,750. Staff also requests that Council authorize staff to proceed with the procurement of the balance of the city-wide phone system. The original amount budgeted for the expansion was $100K, but the quote came in at just under $57K from the vendor (AMC Global) who won the bid on the original (Phase I) equipment. This would fall under the brand-name purchase provision of our purchasing ordinances. If we do not submit for reimbursement from the lease-purchase finance company (Bank of America) until July, we can defer the first quarterly payment (approx. $4K) until after the end of this fiscal year. Therefore, no additional funds would need to be released from the contingency plan this fiscal year for this item. The budget contingency plan will still total approximately $804K, or 11% after releasing the $29,750. A copy of the original contingency plan and subsequent plan revisions is included in Attachment 3 to this memo for your reference.

At this time, staff asks that Council take action to approve the release of operating funds as detailed in Attachment 2 to this memo, and award the bid for the telephone system expansion in the amount of $56,504 to AMC Global Communications.

Attachment 1

City of Peachtree City
Revenue Shortfall Analysis
FY 2002

	October '01 - May '02 Budget Projection	Actual Received	Over (Under)	Current Percent	Prior Percent
Local Option Sales Tax*	$3,842,908	$3,975,488	132,580	3.45%	2.55%
Hotel/Motel Tax	$567,367	$509,141	(58,226)	-10.26%	-17.31%
Alcoholic Beverage Tax	$268,986	$280,312	11,326	4.21%	0.84%
Mixed Drink Tax	$42,355	$50,501	8,146	19.23%	23.25%
Totals:	**$4,721,616**	**$4,815,442**	**93,826**	**1.99%**	0.28%
Other:					
Permit Revenues (Building, plumbing, elec., HVAC)	$227,794	$382,949	155,155	68.11%	58.80%
Court Fines	$416,922	$449,780	32,858	7.88%	27.07%
Atlanta Gas Franchise	$176,123	$173,809	(2,314)	-1.31%	-1.75%
AT&T Broadband Franchise	$126,478	$117,372	(9,106)	-7.20%	-6.15%
Interest Earnings	$136,211	$59,571	(76,640)	-56.27%	-64.03%
PIP Interest Earnings	$186,346	$50,665	(135,681)	-72.81%	-73.27%
Insurance Premium Tax	$868,661	$1,175,536	306,875	35.33%	35.22%
Grand Totals:	**$6,860,151**	**$7,225,124**	**$364,973**	**5.32%**	6.18%

* Note: Actual collected for October - May LOST is from August - March sales.

Attachment 2

City of Peachtree City
Contingency Plan Revisions
FY 2002

	Contingency Plan Maximum (20%):	**$1,463,596**
6/20/02	**Remaining Contingency Amount:**	**$834,041**
	Contingency Percent:	**11.40%**
	Proposed release of operating funds:	**$29,750 ***
	Revised Balance of Contingency Plan:	**$804,291**
	Contingency Percent:	**10.99%**

* **Operating Funds Detail:**	
3/4 Ton F-250 Pick-up Truck	$22,500
Consultant- Implement Fed mandate GASB 34	$6,300
File cabinets - Fire Marshall	$950
Total Funds Requested:	$29,750

Attachment 3

City of Peachtree City
Revenue Shortfall Contingency Plan
FY 2002

Projected Revenue Shortfall	2002 Budget	Shortfalls 5%	10%	15%	20%
Local Option Sales Tax	$5,900,051	$295,003	$590,005	$885,008	$1,180,010
Hotel/Motel Tax	$939,922	$46,996	$93,992	$140,988	$187,984
Alcoholic Beverage Tax	$414,382	$20,719	$41,438	$62,157	$82,876
Mixed Drink Tax	$63,623	$3,181	$6,362	$9,543	$12,725
Totals:	$7,317,978	$365,899	$731,798	$1,097,697	$1,463,596

Strategy for 5% Shortfall	Amount	Cumulative	Revised	
Delay Bricks & Mortar Debt Service	$103,000		$103,000	
(Pay only 3 quarterly payments)				
F/Y 2001 Excess Revenues (net)	$200,000		$200,000	
G. Reed Memorial Park	$17,500		$17,500	
Cash Reserves	$45,399			
Totals:	$365,899	$365,899	$320,500	$320,500
Strategy for 10% Shortfall				
Above strategy, plus:				
Bricks & Mortar Project Cuts/Delays (1)	$365,899		$365,899	
Totals:	$365,899	$731,798	$365,899	$686,399
Strategy for 15 % Shortfall				
Above strategies, plus:				
Facility Plan- additional cut/delay	$45,476		$40,476	
Leased Equipment Cut/Delayed (2)	$41,704		$24,381	
Add'l PIP (cash item) cuts/delays (3)	$65,000			
Cash Reserves	$213,719			
Totals:	$365,899	$1,097,697	$64,857	$751,256
Strategy for 20 % Shortfall				
Above strategies, plus:				
Cut/Delay Gathering Place Expansion	$232,501			
Operating Budget Cuts/Delays (4)	$128,781		$53,035	
Additional Cash Reserves	$4,617			
Totals:	$365,899	$1,463,596	$53,035	$804,291

(1) Maintenance Storage Facility (Kedron), S. 74 Maintenance Building Expansion, Concessions/Restrooms (Rink), Facility Buildout Plan (reduce by $40,899)
(2) Compost Shredder, Asphalt Roller, Rubber Tire Fork Lift, Telephone System (reduce to $50K).
(3) Playgrounds, Halfpipe Skateramp
(4) See attached schedule

City of Peachtree City
Contingency Plan Revisions
FY 2002

Contingency Plan Maximum (20%):		**$1,463,596**
Funds previously released from Contingency Plan:		
Gathering Place Expansion	$232,501	
Playground Improvements	$40,000	
Halfpipe Skateramp Replacement	$25,000	
Facility Buildout Plan	$5,000	
Asphalt Roller (lease payments)	$11,549	
Rubber Tire Fork Lift (lease payments)	$5,774	
* Operating Funds	$45,996	
Cash Reserve Usage:	$263,735	
Total Funds Previously Released:		**$629,555**

* **Operating Funds Detail:**	
Public Works	
Bobcat Skid Loader	$17,500
Recreation (Kedron Fieldhouse)	
Replace broken water fountain	$1,000
Fire Department	
Personal Computers (2)	$1,800
Administrative Services	
Books & Periodicals	$100
Election Training	$500
Personal Computer	$900
Developmental Services	
Cleaning Services	$2,100
Education & Training	$10,000
Personal Computers (2)	$1,800
Computer Equipment:	$10,296
Total Operating Funds Released:	**$45,996**

City of Peachtree City
Operating Budget Cuts/Delays
F/Y 2002 Contingency Plan

Department/Description	Amount	Released	Impact on Operations
Fire Department			
File Cabinet		$950	FM will have no place for evidence storage (old, smaller cabinet), and insufficient records storage space.
Computers (PC's) hold 4 of 6		$3,600	Will delay scheduled replacement of older PC's (beyond expected useful life).
Total F.D.	$0		
Public Works			
Bobcat Skid Loader	$7,500	$17,500	Will delay scheduled replacement of older equipment. Cost of maintaining older equipment not expected to be cost effective, as useful life expectancy has been exceeded.
3/4 Ton f-250 Pick-up Truck		$22,500	Will delay scheduled replacement of older equipment. Cost of maintaining older equipment not expected to be cost effective, as useful life expectancy has been exceeded.
Computers (PC's) hold 3 of 4		$2,700	Will delay scheduled replacement of older PC's (beyond expected useful life).
Total P.W.	$7,500		
Recreation			
Band for 4th of July	$2,000		Will host free community band concert at City Hall vs. paid concert at Amphitheater.
Program Catalog upgrade	$5,000		Will make do with existing program catalog.
Relyco Alarms	$2,148		Turn off alarms at several sports facility concessions, where users have been failing to set them after use.
Fence- ballfields	$5,000		Will only repair existing fence vs. replacement. Will increase R&M expense, and delay scheduled replacement of aged fence.
Total Recreation:	$14,148		

City of Peachtree City
Operating Budget Cuts/Delays
F/Y 2002 Contingency Plan

Item	Cut	Delay	Comment
Kedron Fieldhouse			
Resurfacing- small pool	$11,000		Will delay scheduled PM. Surface is marginal, but not yet unsafe.
Replace broken Water Fountain		$1,000	Will make in-house modifications as temporary fix.
Total Kedron Fieldhouse:	$11,000		
CCY			
Youth Advisory Board and other CCY operating expenses	$5,877		Available due to dissolution of CCY.
Total CCY:	$5,877		
Human Resources			
Service Pins	$1,500		Will rely upon existing stock, for now
Books & Periodicals		$100	Will do without, for now
GLGPA Conference	$450		Will not attend Fall 2001 session.
Total H.R.	$1,950		
Public Information			
3CMA Dues	$350		Will forgoe membership this year.
Computer (PC)		$900	Will delay scheduled replacement of older PC's (beyond expected useful life).
Total P.I.	$350		
City Clerk			
Computer (PC)		$900	Will delay scheduled replacement of older PC's (beyond expected useful life).
Election training		$500	Determined not to be necessary this year.
Carpet Cleaning	$1,100		Will hold off until new carpet installed (part of Facility Plan).
Total City Clerk:	$1,100		

City of Peachtree City
Operating Budget Cuts/Delays
F/Y 2002 Contingency Plan

Finance			
Consultant- GASB 34		$6,300	Will delay early implementation of GASB 34 reporting requirements (Will require stronger effort next year to meet deadline)
Technical Support	$1,000		Will create greater reliance upon internal staff to be able to handle difficult situations where outside assistance would be sought.
Education & Training	$500		Will delay or cut some staff training
Total Finance:	$1,500		
Information Technology			
Computer Hardware/Software		$3,096	Will delay scheduled replacement of older PC's and other computer hardware and software that is beyond it's expected useful life.
Total I.T.	$0		
Developmental Services			
Professional Services	$3,570		Will avoid conducting various types of studies for time being.
Cleaning Services	$2,840	$2,100	Will cut service to once per week instead of daily.
Education & Training	$3,200	$10,000	Will defer all training classes.
Computers (PC's) - 4		$3,600	Will delay scheduled replacement of older PC's (beyond expected useful life).
Total Developmental Svces.	$9,610		
Grand Total:	**$53,035**	**$75,746**	

AMC GLOBAL COMMUNICATIONS

Schedule "A"
Peachtree City-NEC Networking Solution

City of Peachtree City
Attn: Paul Salvatore/ Matt Robinson

Recreation Administration Building (#1)

Qty	Item	Description	Price
1	750007	Elite 48 Port KSU (0x8)	$ 586.00
1	750420	Front Cover Extender	$ 149.00
1	750210	Electronic Station Interface Unit	$ 202.00
1	750150	4 Circuit Loop Start CO Interface Unit	$ 149.00
1	770052	32 Line Display Terminal (Black)	$ 224.00
15	770012	8 Line Display Terminal (Black)	$2070.00
1	750260	IPT (4)-U10 ETI (Voip Equipment)	$2879.00
		Equipment Total	$6259.00
		Installation Total	$ 960.00
		Total Investment	**$7219.00**

Gathering Place (#2)

Qty	Item	Description	Price
1	750007	Elite 48 Port KSU (0x8)	$ 586.00
1	750420	Front Cover Extender	$ 149.00
1	750150	4 Circuit Loop Start CO Interface Unit	$ 149.00
1	770032	16 Line Display Terminal (Black)	$ 163.00
3	770012	8 Line Display Terminal (Black)	$ 414.00
1	750260	IPT (4)-U10 ETI (Voip Equipment)	$2879.00
		Equipment Total	$4340.00
		Installation Total	$ 540.00
		Total Investment	**$4880.00**

AMC GLOBAL COMMUNICATIONS

Schedule "A"
-Continued-

Public Works (#3)

Qty	Item	Description	Price
1	750007	Elite 48 Port KSU (0x8)	$ 586.00
1	750420	Front Cover Extender	$ 149.00
1	750150	4 Circuit Loop Start CO Interface Unit	$ 149.00
1	750210	Electronic Station Interface Unit	$ 202.00
1	770052	32 Line Display Terminal (Black)	$ 224.00
12	770012	8 Line Display Terminal (Black)	$1656.00
1	750260	IPT (4)-U10 ETI	$2879.00
		Equipment Total	$5845.00
		Installation Total	$ 855.00
		Total Investment	**$6700.00**

Kedron Fieldhouse (#4)

Qty	Item	Description	Price
1	750007	Elite 48 Port KSU (0x8)	$ 586.00
1	750420	Front Cover Extender	$ 149.00
1	750150	4 Circuit Loop Start CO Interface Unit	$ 149.00
1	770032	16 Line Display Terminal (Black)	$ 163.00
4	770012	8 Line Display Terminal (Black)	$ 552.00
1	750260	IPT (4)-U10 ETI	$2879.00
		Equipment Total	$4478.00
		Installation Total	$ 575.00
		Total Investment	**$5053.00**

AMC GLOBAL COMMUNICATIONS

Schedule "A"
-Continued-

Neely-Firestation (#5)

Qty	Item	Description	Price
1	750007	Elite 48 Port KSU (0x8)	$ 586.00
1	750420	Front Cover Extender	$ 149.00
1	750210	Electronic Station Interface Unit	$ 202.00
1	750150	4 Circuit Loop Start CO Interface Unit	$ 149.00
1	770052	32 Line Display Terminal (Black)	$ 224.00
13	770012	8 Line Display Terminal (Black)	$1794.00
1	750260	IPT (4)-U10 ETI	$2879.00
		Equipment Total	$5983.00
		Installation Total	$ 890.00
		Total Investment	**$6873.00**

Weber-Firestation (#6)

Qty	Item	Description	Price
1	750007	Elite 48 Port KSU (0x8)	$ 586.00
1	750420	Front Cover Extender	$ 149.00
1	750150	4 Circuit Loop Start CO Interface Unit	$ 149.00
2	770012	8 Line Display Terminal (Black)	$ 276.00
1	750260	IPT (4)-U10 ETI	$2879.00
		Equipment Total	$4039.00
		Installation Total	$ 470.00
		Total Investment	**$4509.00**

AMC GLOBAL COMMUNICATIONS

Schedule "A"
-Continued-

Satt-Firestation (#7)

Qty	Item	Description	Price
1	750007	Elite 48 Port KSU (0x8)	$ 586.00
1	750420	Front Cover Extender	$ 149.00
1	750150	4 Circuit Loop Start CO Interface Unit	$ 149.00
2	770012	8 Line Display Terminal (Black)	$ 276.00
1	750260	IPT (4)-U10 ETI	$2879.00
		Equipment Total	$4039.00
		Installation Total	$ 470.00
		Total Investment	**$4509.00**

Peachtree City-City Hall/Library (#8)

Qty	Item	Description	Price
Voip System Upgrade-Elite 192			
1	750420	Front Cover Extender	$ 149.00
2	750261	IPT (8)-U10 ETI	$ 9422.00
1	750130	PRI ISDN Clock Unit	$ 117.00
2	750475	Primary Rate Interface Unit (PRI Card)	$ 1782.00
2	390301	Adtran CSU (Ace) Required w/PRI	$ 1286.00
		Equipment Total	$12756.00
		Installation Total	$ 1000.00
		Total Investment	**$13756.00**

AMC GLOBAL COMMUNICATIONS

Schedule "A"
-Continued-
Financial Summary

Building Number	Name of Location	Solution Pricing
#1	Recreation Administration Building	$ 7,219.00
#2	Gathering Place	$ 4,880.00
#3	Public Works	$ 6,700.00
#4	Kedron Fieldhouse	$ 5,053.00
#5	Neely-Firestation	$ 6,873.00
#6	Weber-Firestation	$ 4,509.00
#7	Satt-Firestation	$ 4,509.00
#8	Peachtree City-City Hall/Library	$13,756.00

Total Investment (All Locations)	$53,499.00
NEC In-Protect Warranty(All Locations)	$ 3,005.00
Total Investment	$56,504.00

Notes: 1) 1 year warranty on parts and labor without NEC In-Protect.
2) The NEC In-Protect Warranty can be subtracted from quote.
3) This application may require certain network standards.
4) Tax is excluded on equipment pricing.
5) A total of 17 remote locations may be added to this application.
6) A maintenance contract for labor, to coincide with 5 year NEC In-Protect plan may be provided upon request.

Customer Signature

AMC Global Communications

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council

VIA: City Manager
Developmental Services Director

FROM: City Engineer

DATE: June 14, 2002

SUBJECT: Neighborhood Traffic Calming – Golfview Drive Update

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The approved traffic calming plan was implemented last month. This plan consisted of a combination of stop signs, split speed humps, and striping. The installation process involved the placement of the asphalt humps as indicated on the plan for the east side of Golfview. During installation, the shapes of the humps had to be adjusted by manual tamping to taper the edges properly. Staff has verified that the humps are substantially in conformance with the specifications for the cross section. Multi-way stops were installed at the two intersections of Aberdeen and Golfview to balance the traffic calming plan on both sides of the 'horseshoe'.

Immediately following the installations, reaction seemed positive toward the measures' effects on speed in the area. However, according to area residents, in the weeks following installation, driver behavior adjusted to the presence of the humps and their kinesthetic effects. Therefore, it appears that any effects on speed may be considered negligible. Final judgement should be reserved until a formal analysis and data collection effort can be accomplished with school in session.

One other anticipated effect of constructing the offset humps is the weaving of traffic across the centerline to avoid having to navigate the vertical measures. In spite of enforcement of the double yellow and do not pass restrictions, many appear determined to circumvent the humps.

Staff has compiled comments from the reaction received from residents in the area and has met on several occasions to discuss what, if any, additional measures should be considered. The consensus is that there are three main concerns, speeding, avoidance, and the geometry of the hill on the east side of Golfview. Each should be adequately addressed by whatever additional measures are proposed.

The staff consensus is that the speeding issue is partially attributable to the height of the speed humps. Humps, according to most design standards available, indicate a height of 3 to 4 inches. The initial installation on Golfview was 3 inches. It appears that in order to create more calming on a greater number of vehicles, such as SUV's and others with special suspensions, the humps should be raised.

Staff also concluded that the avoidance behavior could best be corrected by extending each of the four humps to the other side of the road, creating four vertical measures to be crossed. The humps would then be spaced at 100-foot intervals in each section. This would prevent excessive acceleration between measures.

However, the issue of the hill is a very challenging one. As has been discussed many times in the past, the hill does not provide adequate stopping sight distance to the driver. Thus, we have conditions known as 'blind' driveways where vehicles pulling out cannot see whether another is approaching. Unfortunately, this also applies to vehicles stopped in the roadway for stop signs, as has been suggested at the bottom of the hill at Pinemount. This is a very complex issue that does not need to be oversimplified. Driver expectancy, sight distance, capabilities of the driver, and the vehicle characteristics need to be considered in any solution.

In so doing, staff examined several options. The first was to remove the sight distance issue permanently by lowering the hill. This was determined to be excessively costly, overly intrusive, and was shelved. The second was to place a full closure, neckdown or half-closure at the crest of the hill. Again, these measures were found to be too intrusive and would potentially be a hardship on some residents in the proximity of the hill.

Finally, staff examined the possibility of installing additional three-way stops at Oakmount in advance of the hill and Pinemount on the north side of the hill. At 30 mph, the stopping sight distance requirement is 200 feet. As previously mentioned, this is impossible to obtain with the geometry of the hill. However, with a speed reduction to 20 mph, the stopping sight distance is 115 feet. Staff is willing to consider the three-way installation at Pinemount and Golfview below the hill if the speed limit can be reduced to 20 mph, the stopping sight distance can be measured to be greater than 115 feet, and adequate warning can be provided for northbound drivers. This will address each of the design considerations mentioned.

Furthermore, to provide balance, staff recommends the installation of a three-way stop at Cockspur Court on the west side of Golfview as well. This will keep the legs of the 'horseshoe' in balance when it comes to the calming effect.

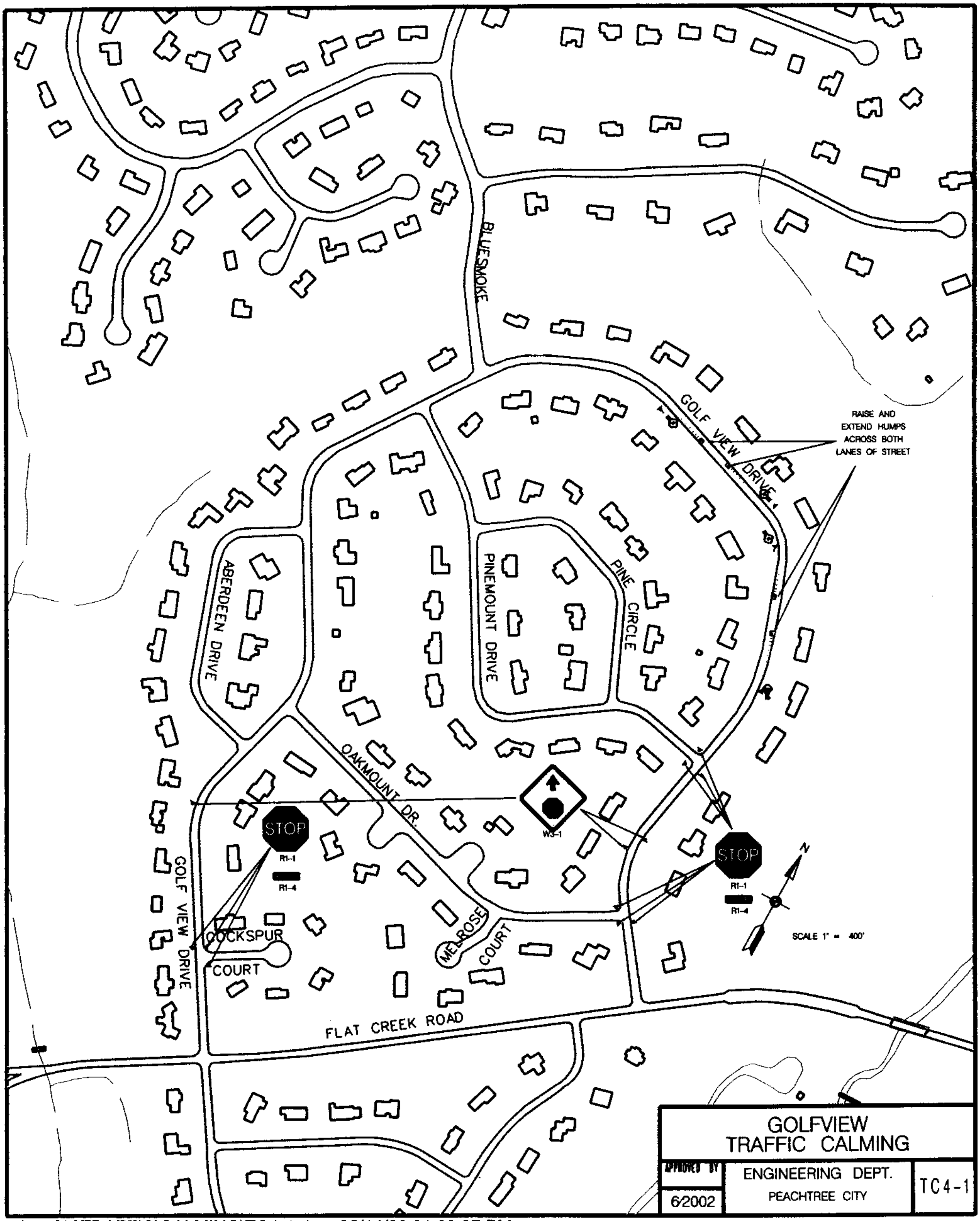
In summary, staff is recommending the following:

1. Each hump be raised an appropriate amount at the mid-point and be extended across both lanes of traffic in order to preclude driver avoidance,
2. The speed limit be reduced in the proximity of the hill to 20 mph and the appropriate regulatory sign be installed, and
3. Three-way stops be installed at the intersections of Cockspur Court and Golfview (West), Oakmount and Golfview (East), and Pinemount and Golfview (East), each with the appropriate warning indicators.

Additional funds in the amount of $10,000 from the Public Improvement Contingency fund will be required to complete this work.

Attachments
Updated Traffic Calming Plan – Golfview

cc: *Fire Chief*
Police Chief
Public Services Director
file



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CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and City Council**

VIA: **Jim Basinger, City Manager**

FROM: **Paul Salvatore, Director of Financial Services** PS.

DATE: **June 14, 2002**

SUBJECT: **FY 2002 Budget Amendment**

As you may recall, when the FY 2002 budget was adopted, it did not include any appropriations for any of the proposed expenditures listed on the November 2001 G.O. Bond referendum. This was because we did not know which, if any, of the proposed expenditures would gain voter approval. It was decided that this would be handled through a budget amendment, if necessary. Subsequently, the voters approved issuance of debt to refinance the existing debts of the Peachtree City Airport Authority, and the Series 2002 bond issue closed last month. The total sources and uses of funds for this transaction amounted to $1,620,000, none of which was budgeted this fiscal year.

In addition, Council has contracted for the purchase of approximately 5.2 acres of land on Highway 54W at a purchase price of $825K. This amount, plus all associated closings costs totaled $843,775. Council has also approved the use of lease purchase financing through GMA to finance this land acquisition. The total sources and uses of funds for this transaction were also not included in the FY 2002 budget.

Pursuant to O.C.G.A. Section 36-81-3, it is necessary for the governing authority to adopt, by ordinance or resolution, a budget amendment to approve any increase in appropriation at the legal level of control of the local government, such as those described above. Therefore, staff recommends that Council take action to adopt the attached resolution to amend the FY 2002 budget as described above, and summarized on the attached spreadsheet (Attachment 1).

Attachment 1

City of Peachtree City
FY 2002 Budget Amendment
June 20, 2002

G.O. Bond Fund (310)

	Increase Amount	Budget Increase From	To
Estimated Revenues			
G.O. Bond Proceeds	$1,620,000		
Appropriations			
Bond Issuance Costs	$99,072		
Transfer to Component Unit (Airport Authority)	$1,509,310		
Original Issue Discount	$11,618		
Total Increase in Appropriations:	**$1,620,000**	**$0**	**$1,620,000**

Public Improvement Program Fund (350)	Increase Amount	Budget Increase From	To
Estimated Revenues			
Lease Purchase Loan Proceeds	$843,775		
Appropriations			
Land Acquisition- Highway 54 W.	$825,000		
Bricks & Mortar Loan Closing Costs	$18,775		
Total Increase in Appropriations:	**$843,775**	**$9,669,199**	**$10,512,974**

RESOLUTION

A Resolution to provide for adoption of a budget amendment containing estimates of revenue and expenditure changes for the City of Peachtree City, Georgia for the fiscal year beginning October 1, 2001 and ending September 30, 2002.

WHEREAS, the voters of the City of Peachtree City approved a bond referendum in the amount of $1,620,000.00; and

WHEREAS, those bonds have now been issued; and

WHEREAS, the City Council approved the expenditure of $825,000.00 plus closing costs to acquire certain real property; and

WHEREAS, the budget for the City of Peachtree City needs to be amended to reflect such changes.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Peachtree City, Georgia:

(1) That for the revenues and expenditures of the Government and its activities for the fiscal year, beginning October 1, 2001 and ending September 30, 2002, the amounts in the following sections are hereby amended.

(2) That for the said fiscal year, the G.O. Bond and Public Improvement Program Fund budgets are hereby amended as follows:

	Increase	From	To
G.O. Bond Fund	$1,620,000	0	$ 1,620,000
Public Improvement Program Fund	$ 843,775	$9,669,199	$10,512,974

Approved by the Mayor and Council of the City of Peachtree City this ______ day of ____________________, 2002.

Attest:

____
Steve Brown, Mayor

____
Jane S. Miller, City Clerk

____
Annie McMenamin, Council Member

____
Dan Tennant, Council Member

____
Steve Rapson, Council Member

____
Murray Weed, Council Member

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council**

VIA: **City Manager**

FROM: **City Clerk**

DATE: **June 14, 2002**

SUBJECT: Alcohol License – NEW – Peachtree Bottle Shop

Peachtree Bottle Shop, a new package store located at 1200 Highway 74 South, Suite 8, has submitted an application to sell alcoholic beverages. Mr. Robert H. Foster has requested to be appointed as the Licensee. Mr. John H. Lee has requested to be appointed as the License Representative. Please note Chief Murray's comments on Mr. Foster's Criminal History Report. Both Mr. Foster and Mr. Lee will be present at the meeting on Thursday, June 20th, to answer any questions you may have.

JSM:pd

Attachments

Peachtree City
Georgia

State of Georgia

City of Peachtree City:

I, James V. Murray, Chief of Police, for the City of Peachtree City, do hereby certify that:

Robert E. Foster
Name

102 Gill Sans Peachtree City, GA 30269
Address

has been investigated and found not to have been convicted of, nor to have entered a plea of nolo contendre, to any felony or misdemeanor relating to the sale or use of alcoholic beverages or illegal drugs within five (5) years prior to the date of the application for this license.

James V. Murray
Signature

June 14, 2000
Date

Major Mike Dubue
Witness

Note: The applicant's Alcohol Beverage License Application required an amendment due to arrest information that was originally omitted.

151 Willowbend Road • Peachtree City, Georgia 30269 • (404) 487-7657

Peachtree City
Georgia

State of Georgia

City of Peachtree City:

I, James V. Murray, Chief of Police, for the City of Peachtree City, do hereby certify that:

John Howard Lee
Name

305 Elon Court McDonough GA 30252
Address

has been investigated and found not to have been convicted of, nor to have entered a plea of nolo contendre, to any felony or misdemeanor relating to the sale or use of alcoholic beverages or illegal drugs within five (5) years prior to the date of the application for this license.

James V. Murray
Signature

June 14, 2002
Date

Major Mike DePue
Witness

CITY OF PEACHTREE CITY
151 WILLOWBEND ROAD
PEACHTREE CITY, GA 30269
(770) 487-7657

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

Business Name: Peachtree Bottle Shop	**Business Location:** Wilshire Pavillion	
Nature of Business: Liquior Store	**Mailing Address:** 1200 Hwy 74S Suite 8 Peachtree City, Ga 30269	**Business Phone Number:** ~~770~~ 404 316-4086
Name of Licensee: Robert E. Foster	**Home Address:** 102 Gill Sans Peachtree City Ga 30269	**Home Phone Number:** 770-486-3662
Name of License Representative: John H. Lee	**Home Address:** 305 Elon Ct McDonough Ga 30252	**Home Phone Number:** 678-432-6066

[illegible]

Retail Consumption Dealer		Retail Package Dealer		Wholesale Dealer	
	Malt Beverage	X	Malt Beverage		Malt Beverage
	Wine	X	Wine		Wine
	Distilled Spirits	X	Distilled Spirits		Distilled Spirits

[illegible]

NAME Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.	**ADDRESS** Please provide Home Addresses for the individuals listed:	**PHONE NUMBERS** Please provide Home and Business Phone Numbers for individuals listed:
Robert E. Foster	102 Gill Sans Peachtree City Ga 30269	770 486-3662 ~~770~~ 404 316-4086
John H. Lee	305 Elon Ct McDonough Ga 30252	678-432-6066 770-402-0972

Is any person who owns an interest in the license an employee of the City of Peachtree City? NO