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

I. **Call to Order**

II. **Pledge of Allegiance**

III. **Announcements, Awards, Special Recognition**
Recognition of Citizens Police Academy Graduates

IV. **Public Comment**

V. **Agenda Changes**

VI. **Minutes**
May 1, 2012, Workshop Minutes
May 17, 2012, Regular Meeting Minutes

VII. **Consent Agenda**
1. Consider Alcohol License – NEW – Grand Café, 282 Highway 74
Council approval is required for new alcohol licenses

VIII. **Old Agenda Items**
05-12-09 Discuss Lake Peachtree Sediment Removal
Council will take public input on the options

IX. **New Agenda Items**
06-12-01 Discuss Request from Resident to Consider Selling a Portion of Platted Greenbelt
Resident desires to acquire approximately 515 square feet of City-owned greenbelt to allow improvements to backyard
06-12-02 Consider Bid for Tennis Center Roof Restoration
Recommendation to award bid to NTEC Systems for an amount not to exceed $174,900
06-12-03 Consider Approval of Agreement with Selective Designs for Construction of Founders Corner
Request to approve agreement with Selective Designs and to move forward with construction
06-12-03 Consider Renovation of Former Recreation Administration Building
Request to authorize Pond & Company to begin work on plans and specifications for renovation
06-12-04 Consider Cancellation of July 5 & July 19 Council Meetings & Adding July 12 Meeting
Request to cancel regular meetings for July due to holidays and vacations & add one meeting on July 12
06-12-05 Consider Salary Adjustment for Mayor Haddix
This item was requested by the 4 members of City Council

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

XI. **Executive Session**

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

CITY COUNCIL OF PEACHTREE CITY
WORKSHOP MINUTES
MAY 1, 2012

Mayor Don Haddix called the workshop meeting of the City Council to order at 6:30pm. Those present were Mayor Don Haddix, Eric Imker, George Dienhart, Kim Learnard, and Vanessa Fleisch. Also present were Jim Pennington, Jon Rorie, Cajen Rhodes, Quinn Bledsoe and Joyce Williams.

The purpose of the workshop was to discuss recreational programming fees and the Stormwater Utility rate assessment.

Rorie stated that he wanted to mention some items covered in the March retreat that the department had been working on over the last four months. The facility use agreements were rewritten or restructured, with the purpose of placing the City in a good strong position with some liability concerns on the financial and use side. Some of the old agreements had not been enforced or followed through with. Rorie said he had met with the Associations to get their recommendations and to review the changes in the agreements. He said that they were moving forward with the process but it was not complete and only some of the agreements had been turned back in.

Rorie said some facilities had fallen into a state of disrepair and some had been kept up well with the support from the Associations to help maintain them. The department was moving forward with a true partnership and analyzing the City's fee structures to pay for the maintenance of these facilities.

Rorie's presentation included charts and figures regarding facilities and assessment, maintenance requirements, contractual services, recreational fees, youth sports association fees, programming fees, pool usage/membership fees, facility rental fees, and special event permit fees.

Rorie showed the Recreation Master Plan from 2007 – 2011 which stated:

- Goal was to successfully provide residents and local businesses with high quality, meaningful recreation opportunities.
- Planning Assumptions Volunteer staff would continue to be sufficient with citizens and programs in place. Acreage within PTC used for recreation would remain as designated. Planning assumptions would remain proportionally the same with more financial support received from higher user fees and grants/sponsorships.

Objectives:

- Operations and Maintenance Assess the adequacy of existing maintenance staff resources to effectively maintain existing and future sites and facilities. Periodically review maintenance operations and seek most economical providers.
- Financing Implement a three-tier (PTC, Fayette County, Out of County) fee structure to ensure all categories of users are paying for services commensurate with their tax participation.
- PTC Recreation Programs are available to 1st priority-All Peachtree City residents, 2nd priority-residents of Fayette County, 3rd priority-employees of Peachtree City businesses when participating in corporate teams, events, activities. 4th Priority- Individuals residing outside of Fayette County. Non-resident participation should be held to less than 30% for youth sports.

- Workshop to discuss recreational fees and maintenance requirements that are appropriate;
  programming fees, pool usage/membership fees, Youth Sports Associations' fees, special events and facility rental. City was underfunded to meet the demands of facility maintenance, facility repairs and capital needs.

Summary of Recommendations:

- *Programming fees* – increase by 10-20% depending on class. Average $6 per participant.
  Change Instructor/City split to 75/25 ratio, net revenue increase of $37,427
- *Pool Fees* for daily/quarterly passes, swim teams – no change, these were raised two years ago
- *Youth Sports Association fees* – use a three-tier fee system per participant; $15 for PTC, $25 for Rest of County and $50 for Out of County. The new agreements eliminated fenced accounts to cover portion of maintenance expenses.
- *User Fees* – establish a true partnership of a 50/50 split of users and City subsidy, 80% would go into General Fund Maintenance and 20% into Capital Reserve Fund.
- *Special Events* – develop a tiered permit system based upon support requirements. Charge for staff time at $25 per staff hour to provide support regarding parking/transport plans, tables, chairs, cones, barricades, trash supplies. Would start with a minimum permit fee of $50 and more information would be presented during the FY 2013 budget recommendations.
- *Facility Rental* –increase all rental rates by 20%.

Eric Snell of the Peachtree City Youth Soccer Association presented a chart to the group and discussed the figures he put together from cost components received from the Recreation Department in 2009-2010 for each facility. The chart showed the contributions from the City, fenced accounts, and organizations which covered mowing, lighting, marble dust, restroom cleaning, etc. and what the Association's expenses were for paint to line fields, repair of goals, etc., which the City never saw. Snell mentioned the average costs were based on per square feet per field per facility to find out the costs paid to run the facility from the City side and the costs from the Association side. Looking at the chart, the averages might already be at 40% Association and 60% City. Snell further stated, from current figures Rorie presented at this meeting, the Association's might be closer to a 50%/50% contribution. Snell said that the chart showed the Associations had already been contributing significant amounts towards maintenance and upkeep.

Snell did not believe the City received payback of any sort from the play parks, dog parks, tennis courts, pools, etc. Snell said he could see where Rorie had looked at revenue for the programs and for the pools and the costs on everything else. Snell said there was a disconnect there. Snell asked how much the City was supporting, citizen-wise, to the pool facilities and how much revenue came in from the pools, which was not as relevant as how much it cost to maintain a facility. He asked if an instructor charged $100 a class and the City took $50 dollars of that, whether the instructor still ran the program.

Snell compared revenue on the program side against cost components. He asked what the costs were to maintain the pool, as it was a City facility. He did not have all the costs and what the City got from other Associations in equitable contributions. If it what was being paid by the other associations for the other facilities was equivalent, then maybe the City was on par.

Imker asked if the 50/50 split was for users and taxpayers. Rorie said yes that he also wanted to meet a target for user fees in the plan. Imker did some quick calculations and said that the 50%

split which was $125,000 for the taxpayers equaled 1/15 of a mill which translates to $8 per average resident household to maintain the fields out of their annual bill.

Snell said that a lot of time and work was done by volunteers and others who took ownership of a particular facility. Snell's concern was more work would fall onto the City. A clear understanding was needed of what the City and the Association would be responsible for.

Further comments and discussions took place from the representatives of the Associations. Some of the items discussed were monies spent by the Associations for improvements and or maintenance and the volume of work from volunteers. Imker asked for a rough estimate of an average cost breakdown of registration fees and an example was given by Girl's Softball.

Snell asked if the City was going 50/50 on sports associations why it was not suggesting 50/50 on the programs or the pools. The City was mixing the way fees were charged and that might need to be re-assessed. He suggested having an access card for use of tennis courts, rooms, etc. Mayor Haddix asked whether the priorities were right and that Snell had brought up some valid points.

Dienhart asked if staff would look at the pool fees. Pennington responded the City would look at the debt service and operational costs during the budget process.

Shayne Robinson, Recreation and Special Events Advisory Board chairman, said all of this was a work in progress and the important focus right now was the facilities (Baseball Soccer Complex and Braelinn) with the help of the Associations to get the job done. She added that the service the Associations provided was valuable and the City did not want to loose that. Funds were the issue. She further stated that, with the fee changes, she hoped the participation not dwindle.,

Fleisch said there were discussions last November about the possible partnership between the Convention & Visitors Bureau (CVB) and Recreation. After discussions with both parties, the City realized that it needed to work on recreation first and raise the fees. The partnership might happen in the future once the fields and facilities were in good shape.

Further discussion took place regarding tournaments. There was concern about the wear and tear on the fields and the availability of usage between outside organizers and the associations. Joe Kuebler, Recreation and Special Events Advisory Board member, said most requests for tournaments were usually March – May and September – November during main seasons. There were a limited number of slots during seasons, which might have an effect on City residents and their sports participation.

Leah Thompson, Recreation and Special Events Advisory Board member, suggested that maintenance would need to be clearly defined between the Associations and the City. Rorie agreed that the department would re-assess and add the maintenance details to the current agreement. Pennington added that a semblance of equality was needed to provide the highest level of performance and that's why staff will be going through these agreements.

Imker encouraged all parties to participate in the budget process to make sure funds were getting into those separate accounts.

Mayor, Council Members, City Manager and Association's commended Rorie, Cajen Rhodes, Quinn Bledsoe, and the Recreation and Special Events staff for providing detailed data and information so the Board and Council could make good decisions, mentioning they had seen and recognized the latest repairs and improvements to some of the facilities and appreciated their efforts.

Stormwater
Public Services Director Mark Caspar gave a PowerPoint presentation and talked about the history of the Stormwater Utility. The utility was established in February 2006 with a staff of 9.5 people/personnel for routine maintenance. The revenue bond was issued in May 2007. The original proceeds were $3,745,000 with a current interest rate of 4.07%, and the remaining balance was $754,731 (expected to be allocated this year on remaining projects.) The current debt service was approximately $275,000 a year until the bond matured in May 2027.

Caspar said that, originally, when the utility was established it was projected that a rate increase would occur in year five, which was last year. A rate study analysis would need to be done. Caspar worked with a consultant on what was being done, what was being seen, what projects would need to be done, and to come up with a proposed list of projects. Some of the projects on the list already had a conceptual or final design plan or had a definite need for one.

The new proposed capital projects were the Rockspray Pond rehabilitation – $911,000, Braelinn/Creekside/Southside Church (BCS) pond repairs – $500,000, Kedron Ponds rehabilitation –$927,000, Westpark detention pond preventative maintenance – $150,000, Golfview Drive drainage system replacement – $1,294,000, Harbor Loop drainage system replacement – $1,500,000, stream restoration projects – $350,000, pipe lining program – $2,500,000, and bond issuance costs – $75,000, which totaled $8,207,000.

Caspar mentioned that Rockspray, BCS, and Kedron ponds provided a tremendous amount of detention. Caspar explained that staff was seeing some failing infrastructure and ongoing flooding issues on Golfview Drive, Harbor Loop, and several other locations. Stream bank restoration helped with erosion along the stream bank by adding new vegetation, and preventing sediment from going downstream. Caspar added that the Rockspray Pond project was ready to go as soon as the funds were available.

Pipe lining, when it could be done, might be more economical and become a vital part of the maintenance program. The road/asphalt did not have to be torn up, and the lifespan was 50 years. Work was done under Peachtree Parkway about a month ago and that project cost $12,000. If staff had done it the work and disrupted traffic, it would have cost about three times that amount to replace the pipe. However, pipe lining was not perfect for every situation. There were already needs for its use on Peachtree Parkway, City Hall, and Windbreak.

Learnard asked if the stream restoration project was just in one spot. Caspar said no, that it was projected funds as part of stormwater management. One of the projects he would bring to Council this summer would be Phase 2 of the Bridlepath project where the dam would be knocked out in order to rehabilitate the stream flow and restore the stream bank. Phase 1 of the project was the realignment of the cart path. Dienhart asked what the ballpark figure was to knock down the dam. Caspar said the estimated cost was $175,000 – $200,000. Stormwater Project Manager Mike Madison said that $500,000 a year might be a good starting point as most of the pipes are over 25 years old. Assessment would be critical and the pavement program should be assessed once every other year, which had not been done with the City's stormwater structure.

Fleisch asked if the City was obligated to use the bond money only on the specific projects listed. Caspar said the current bond had a contingency line item and any savings from a particular project or a project that might have been cancelled would go into that line item and could then be allocated to another project where it was needed. Pennington said the second bond could be written the same way.

Imker asked what projects could be put off until the next potential bond in 2017. Caspar explained that it was a question of risk assessment of known hazards downstream. Upcoming inspections would determine what areas were critical and which ones could wait. The Golfview project would need some upsizing on the system, and lining was not an option. Caspar mentioned that he would come back to Council to ask for $77,000 out of Stormwater reserves for pipe lining that was not covered under the old or new bond.

Caspar stated that there were new National Pollutant Discharge Elimination System (NPDES) permit requirements that would go into effect in January 2013, including additional inspections, total maximum daily load (TMDL) requirements, and additional education. Imker asked about permit fees. Caspar explained the City did not pay a permit fee and the $50,000 for year one (due the largest amount of inspection needed) and $30,000 for following years were costs associated with the right to discharge stormwater. There were about 20 items that the City had to do in order to be in compliance with the current permit. An example of the requirements was street sweeping.

Caspar continued that additional crew was needed for routine maintenance based on equivalence and the focus on pond and swale maintenance, street sweeping, and pipe replacement. There were full-time equivalents, three personnel working on stormwater issues cleaning swales, ponds, and street sweeping and three personnel from the streets crew doing paving. When a pipe replacement was needed all six personnel were pulled to do bigger jobs which meant there was no paving done during that time. This was a way of cost sharing between the General Fund and the Stormwater funds due to not knowing the level of maintenance needed at that point. Moving forward, crew was needed to maintain 67 detention ponds and each one could take up to a week to clean out. The approximate annual funding of $358,247 for additional employees would be paid with the billing rate increase.

The projected new expenses for bond debt service (assuming 3% interest rate over 20 years), new Municipal Separate Storm Sewer Systems (MS4) inspection requirement, proposed unplanned projects, and the new personnel increase totaled $1,189,220.11 annually.

Caspar recommended a residential rate increase from current $3.95 per Equivalent Residential Units (ERU) per month to $7.80 per ERU per month for single family homes. He had not included commercial billing not included in presentation, but they paid on an impervious surface rate. Caspar further stated that at the current rate $20,002.80 came out of the General Fund to the Stormwater Fund for City properties and $335,502.00 for City streets and multi-use paths. With the increase Stormwater would receive $39,499.00 for City properties and $662,688 for City streets and multi-use paths. Caspar suggested that the billing be sent out two times a year instead of the current once a year billing.

Imker said he would like to know how much in principal remained on the current bond. He said he would like Caspar to show the figures for a $6 million bond, $8 million, and a $10.7 million bond and what the rates would be for each as well as what projects could be left off the list. He also requested the cost of billing for once a year and two times a year. He asked Caspar what would be the minimum bond the City could get away with that would last for five years. It might be more or less but to treat this fairly.

Fleisch asked how much was left on the current bond and what was that earmarked for. Caspar said there was $750,000 left on the bond with Wynnmeade, Preston Chase, Lenox Road and Bridlepath projects remaining. Caspar further stated that some of these projects would use the balance and some of projects would be moved to the new bond.

Learnard asked how well did the $150,000 allotted a year go for lining the pipes. Caspar said not very well, the last two projects were about $25,000 (48 feet) and the new one at $77,000 (400 feet). He would have a better idea after assessments were done this year. Learnard said there needed to be better emphasis on this to stay ahead.

Haddix said his concern was that every project was needed and the responsibility fell on property owners. For all intents and purposes, it meant a tax increase. The City could not keep charging the citizens more and more money. He needed to see a corresponding reduction in the millage rate to balance this to a zero amount to taxpayers.

Learnard asked if there was a time constraint. Caspar said he would get all the information together to present at the May 17 meeting for a vote with the intention of a bond. Caspar also said at that meeting he would discuss the credits stormwater offered with the Adopt-A-Mile, Park, Path programs, adding they would like to consider a rain barrel credit.

There being no further business to discuss, the workshop adjourned at 9:30 pm

Joyce Williams, Recording Secretary

Don Haddix, Mayor

City Council of Peachtree City
Meeting Minutes
May 17, 2012
7:00 p.m.

The Mayor and City Council of the City of Peachtree City met in regular session on Thursday, May 17, 2012. Mayor Haddix called the meeting to order at 7:00 p.m. Other Council Members in attendance: George Dienhart, Vanessa Fleisch, Eric Imker, and Kim Learnard.

Announcements, Awards, Special Recognition
Haddix and Police Captain Stan Pye recognized the most recent graduates of the Community Emergency Response Team (CERT) program.

Public Comment
Tom Langley, Steve Thaxton, and Peggy Perkins each addressed Council concerning the City's payment of legal fees to the Georgia Interlocal Risk Management Agency (GIRMA) regarding a lawsuit filed against Haddix.

Langley said if the lawsuit had been filed against the City, then he would have no problem with the City paying the bills. If Haddix had been sued personally, he had a problem with his tax dollars paying the legal bill.

Thaxton said he understood Haddix had been sued personally for a slanderous comment, noting that the bill could have been avoided if Haddix had apologized. Neither the City nor its insurance company should pay the legal bills.

Perkins agreed with Langley and Thaxton, saying that it had been a personal lawsuit and it was Haddix's personal responsibility to pay the bill, not the City's.

Minutes
May 3, 2012, Regular Meeting Minutes
Fleisch moved to approve the May 3, 2012, regular meeting minutes as written. Learnard seconded. Motion carried unanimously.

Monthly Reports
Haddix noted there were additional documents on the dais – the April reports for the Fire Department and Library.

Learnard asked City Attorney Ted Meeker to clarify an item in the April report on legal fees listed as "Lawsuit-Mayor, $9,969.40." The fee was paid to GIRMA since the City's deductible for legal claims was $25,000. Learnard asked Meeker if the City had been a party to the lawsuit filed against Haddix by former Mayor Harold Logsdon. Meeker said the City was not. Learnard asked who would have defended the City if it had been named in the lawsuit. Meeker said either himself or counsel assigned by GIRMA. Learnard asked if the Mayor was sued. Meeker said he understood Don Haddix was sued per the pleading he had seen. Learnard asked Meeker if he had been the attorney who represented Haddix. Meeker said he was not. Learnard asked who Haddix's attorney was. Meeker said he believed it was John Mrosek. Learnard asked Meeker how the process worked with GIRMA, noting that the City paid premiums and the deductible was $25,000. Meeker explained GIRMA was a risk management agency founded by the Georgia Municipal Association (GMA) in the late 1980s. It was similar to insurance in the City paid a premium every year to GIRMA, and GIRMA provided liability coverage for various items as set forth in the declaration page just as home or car insurance policies. He confirmed the deductible was $25,000 for any claims that were brought against the City, including damages that were paid out and any legal expenses incurred by counsel assigned by GIRMA to represent the City.

Dienhart clarified the $10,000 would be paid by the City, not by GIRMA. Meeker said GIRMA had paid the money, then invoiced the City since it was under the deductible amount. Fleisch said she had copies of the invoice and checks, adding that procedurally that had been done. Meeker said there was a contractual obligation with GIRMA just as any other insurance carrier regarding the deductible. When a claim was paid, the carrier submitted the bill, and the City was obligated to pay the amount.

Fleisch referred to a $3,000 payment included in the total charge, saying she assumed that was the settlement. She asked if the settlement would now become public record as the taxpayers were paying the bill. Meeker said he did not know what the $3,000 was for, but he had seen the amount in the documents. In Meeker's opinion, the confidential settlement agreement should be considered an open record since it had been presented as a public official claim. He knew the City could not enter into a confidential agreement to settle a lawsuit. He knew of no exception under the Open Records Act that would exclude the settlement agreement from being made public.

Dienhart told Haddix that the City should not be responsible for the $10,000, and the honorable and good thing for Haddix to do would be to voluntarily repay the City. Haddix said the indemnification clause was not solely against the City, but also against the elected officials individually with certain exceptions. GIRMA determined that the legal exceptions had not been met, so he was covered. Dienhart asked Haddix how many times he had to ask GIRMA to cover his legal bills. Haddix asked Meeker. Meeker said that, when the claim was first presented and the lawsuit filed, there had been three separate submissions. Meeker had forwarded it to GIRMA as he would have done with any other claim. Dienhart asked how many times GIRMA had denied it. Meeker said first three times, then the claim was submitted a fourth time in February 2012, and that had been paid.

Learnard asked Meeker if he had submitted the fourth claim. Meeker said Haddix asked him to write a letter to go with the fourth submission of the claim, and Meeker had done so.

Dienhart said Council was not looking to blame Meeker, noting that Haddix had said at one time he had not made the statement in his capacity as mayor. He asked Haddix if he planned to repay the money. Haddix said he was not going to get into the legalities; they had been discussed and resolved. The case was closed. He was not going to repay the $10,000. Haddix cautioned Council that, under the premise presented, someone could sue them outside of their capacity as Council Members, whether they believed the action had been done in their capacity as members of City Council or not, and whether they felt obligated to pay the legal fees on their own. Dienhart said he believed in personal responsibility, and if he had defamed someone in any capacity, it would be his responsibility. It was not the responsibility of the mayor to call out former public officials for any perceived shortcomings. He did not see how this incident could have ended any other way than a lawsuit. Haddix said that was Dienhart's opinion, and he had nothing else to say.

Imker asked Meeker to verify if a majority of council, i.e. the governing body of Peachtree City, was required to authorize expenditures of City funds. Meeker confirmed this. Imker asked if Haddix handled and negotiated a settlement for the case in question. Meeker said he understood that to be the case. Imker asked, when a settlement in a lawsuit was reached, if the defendant was accepting responsibility for the settlement terms. Meeker said yes.

Imker then asked Meeker if he recalled Imker's letter of May 3, 2011, with the subject, "Logsdon Lawsuit Against Haddix?" and asked Meeker to read the text of that letter. Meeker clarified the communication had been via e-mail and then read Imker's statements in the referenced document:

> *I just heard about subject status. Unbelievable! I also heard that you and Logsdon's lawyer are negotiating a deal regarding some kind of public apology. Fine, I'm out of it. But I'd like to ask the following: does any of your paid time come from the citizens of Peachtree City? This seems to be a private civil matter between Logsdon and Haddix and has nothing to do with the city. There may have been city emails used but this is a screw-up by a private person defaming another not related to city business. I don't want to see our citizens paying one penny to defend or mitigate this issue. Your thoughts please. Eric Imker, Peachtree City, City Council Post 1.*

Imker asked Meeker to read his email response from later the same day. Meeker read the following:

> *I am not Logsdon's lawyer. When the matter was first presented in writing, I did bill some time to the City to analyze if there was any potential exposure from the city's perspective. In short, while a lawsuit could always be filed, I do not think that there is any city exposure for this matter. From that point forward, I have served as a point of contact only. Understand that I was a witness to all of the meetings that Mayor Logsdon conducted. If this proceeds to a lawsuit, I will most assuredly be a witness. To that end, I have been careful to avoid giving any legal advice to Don. I have told him, both verbally and in writing, that as a potential witness I could not represent him. Having said all of that, no time has been, or will be billed, to the city other than the initial research that was done to determine potential city liability. Ted*

Imker asked if, on April 25, 2011, Meeker billed the City $165 for research regarding the defamation claim by virtue of a telephone conversation with a Mr. Rick Lindsey (Logsdon's attorney). Meeker said he believed that to be correct. Imker then asked Meeker to identify who Mr. Lindsey was. Meeker said Lindsey was the former City Attorney and a local lawyer who represented Logsdon in the lawsuit. Meeker added that he believed the result of the conversation in question was what Meeker had referenced in the email regarding potential City exposure in the suit.

Imker asked if, on April 27, 2011, Meeker billed the City $176 for research regarding his review of a defamation retraction letter. Meeker said he believed that to be correct. Imker asked what the content of the letter had been, if it had been publicized, and the results of Meeker's review. Meeker said he did not believe that letter had been publicized but would have to research but the matter dealt with the subject under discussion.

Imker asked Meeker if, in his professional opinion at the time, he thought the City and the taxpayers had any further financial exposure in the lawsuit. Meeker confirmed that he did not think the City had any further financial exposure at that time. Imker asked what led Meeker to this belief. Meeker said his research on the topic, including defamation claims, had led to the belief. He continued that he had reviewed the case from the City's perspective under the annual Indemnification Resolution that the City adopted every year. He also looked at it from the standpoint that, typically, a "city" could not defame or make a defamatory statement about another person. Meeker said he considered that action outside of the scope of one's position and that had been the basis for his analysis.

Imker asked Meeker if, on May 31, 2011, he billed the $165 for a telephone conversation with GIRMA regarding the defamation lawsuit, which included reviewing pleadings regarding a City claim. Meeker said that sounded correct. Imker asked what claim that had been and the result of Meeker's conversation with GIRMA. Meeker said he believed that had been after the lawsuit had been filed and served, but he would have to verify the dates. He said he was forwarding the information on the lawsuit to GIRMA and having another conversation with them about whether GIRMA would provide a defense. Meeker said that, following a series of e-mails, he did not believe a defense was provided.

Imker asked how GIRMA was contacted about the matter. Meeker said he forwarded the information to them as he did for all claims made against the City. Imker asked if GIRMA initially denied the Mayor's claim and, by doing so, indicated the Mayor's action had been of a personal nature and not related to City business. Meeker confirmed that had been GIRMA's response. Imker asked if GIRMA reconfirmed that decision a second and then a third time. Meeker said yes.

Imker asked if Meeker billed the City $110 in February of this year for business related to this case. Meeker said he did and explained that he had been given documents by the Mayor, who requested that Meeker submit them to GIRMA.

Imker asked if the various billings for Meeker's time had been reflected in the lawsuit settlement. Meeker said they had not, to his knowledge. Imker continued by asking if Meeker had been paid out of the City's General Fund. Meeker said that was correct.

Imker then asked if Meeker put together what amounted to an appeal package to GIRMA on behalf of the Mayor in February of 2012. Meeker confirmed he put together the package that went to GIRMA. Imker asked if the appeal package was public information, and Meeker said yes. Imker said he had seen the letter and all attachments and would like the information shared with the public.

Imker then asked if it had been pointed out in the appeal package that Don Haddix essentially unilaterally negotiated an expenditure instead of the City's governing body. Meeker said he did not believe that had been pointed out in the letter. Imker asked if Meeker's documentation had, at any time, included the statement by the plaintiff, Logsdon, that he sued Don Haddix personally and not the City to ensure the taxpayers did not pay. Meeker said yes and no. The letter did not state that fact, but the attachments to the letter included the lawsuit and various correspondences with GIRMA representatives that noted Haddix had been sued individually.

Imker said he was surprised to see the nearly $10,000 bill related to this case in the agenda packet published the previous Friday. He asked Meeker if he considered it a lack of ethical judgment by the mayor in not bringing the latest decision by GIRMA to the attention of Council for discussion and approval of payment, instead having Council and the public find out about the matter via a single line near the bottom of a list 45 items on a single page in a large monthly report package. Meeker said, to be honest, he would have to review the City's Ethics Ordinance to see what applied. Imker said, in other words, it had been fortunate that Council found the line item in question or it would have gone unnoticed as part of the normal business of approving minutes or reviewing monthly packages.

Imker noted that Meeker had stated he could not represent Don Haddix in the suit, and asked whether the Mayor been obligated to find the next least expensive representation or if could he have hired a team of lawyers costing thousands or tens of thousands of dollars. Meeker said Haddix had been free to select counsel of his choosing. Imker asked if the City had expected to give Haddix carte blanche in his choice of legal representation. Meeker said the City had not had input because Haddix had been hiring his own lawyer.

Imker asked if Meeker was aware of a confidentiality agreement for settlement of this case. Meeker said he had heard of a confidentiality agreement. Imker asked what the usual purpose of a confidentiality clause in a settlement agreement was. Meeker said to keep the terms of the settlement confidential. Imker asked if it was to protect parties from embarrassment. Meeker said there were many reasons for confidentiality, and that would be one.

Imker asked, if the taxpayers were being asked to pay all this money for Meeker's legal bills, other attorney legal bills, and the personally agreed-upon settlement payment of Haddix, then did Meeker think the citizens had a right to see the settlement agreement to see exactly what they bought. Meeker said he had previously answered the question, and his response was probably not popular with the Mayor, but he felt the Settlement Agreement was subject to open records disclosure.

Haddix stated he had received no requests to provide the agreement. Imker asked the Mayor to consider the agreement requested.

Imker then asked Meeker if, by bringing GIRMA into the matter and therefore bringing the settlement agreement into the public realm, was it reasonable to assume that the apparent confidentiality agreement of keeping the terms of the settlement secret had been breached by Haddix. Meeker said he would have to see the actual confidentiality clause to answer that question. Imker asked if it opened the door for Logsdon to again sue, for breach of agreement, thereby exposing Haddix and possibly the taxpayers to even more unplanned and additional unapproved expenses by Peachtree City. Meeker reiterated that he would have to see the actual agreement to know what the consequences would be.

Imker asked Meeker to summarize how the $9,946.40 amount paid to Haddix had been determined and disbursed. Meeker said that the information included invoices from Haddix's attorney, John Mrosek, and referred to $3,000 that had been paid, apparently to Rick Lindsey's office. The balance had been paid to Mrosek for his legal services to Haddix. Imker clarified that Rick Lindsey had acted as Logsdon's attorney, and Meeker said he believed that was what had been reflected in the documents,

Imker asked if Haddix had wanted GIRMA to pay for his legal expenses related to this case. Meeker said Haddix had asked him to send the letter, so he assumed yes. Imker asked if Haddix had indicated to Meeker, at any time or in any way, that the expenses associated with this case would in some way be a burden on him. Meeker said he felt the question was encroaching into attorney/client discussions and said he was not at liberty to respond unless Haddix wanted him to do so.

Imker said Meeker had indicated the City's $9,969.40 expenditure had included a $3,000 settlement. He asked if, in effect, the taxpayers were being asked to pay for Haddix's personal acceptance of the agreed settlement with the former mayor. Meeker said that, if the $3,000 referenced was the settlement figure, then the answer to Imker's question was yes.

Imker asked if Haddix had done the City a favor by negotiating a $3,000 penalty instead of a $30,000 penalty. Meeker said that, obviously, $3,000 was less than $30,000.

Dienhart asked, if the settlement had been $30,000, then would the payment have been made directly by GIRMA. Meeker noted that, of the $30,000, only part would have been paid by GIRMA, with the remainder paid by the City.

Imker said the point of his question was to demonstrate the lesser amount. He then asked if Haddix had been negotiating for himself or on behalf of the taxpayers when reaching that amount. Meeker said, at the time, Haddix had been negotiating for himself.

Imker asked if Haddix, in any discussions with Meeker, had indicated that he had any responsibility to accept the consequences of the actions he took that initiated the lawsuit. Meeker responded that Imker was asking for privileged attorney/client communications.

Imker said his mode of operation in sharing information was to try to share all the information and not just one side. In that light, he said he would like to share with Peachtree City's citizens City Administration Regulation CAR 3-10, e-mail Privacy section. The policy stated, "Personal e-mails sent from the City e-mail system are regarded as official City communications regardless of content and are subject to State Open Records and Records Retention laws."

Imker continued that the same regulation also stated, "No e-mail is private. City E-mail is a public record. Do not send anything by e-mail that you would not want printed in the newspaper." Imker said the policy further stated, "Messages should be professional"

Imker asked Meeker if Haddix's use of City e-mail that included accusations against a former mayor, in a written discussion with a City employee, showed in any way a lack of judgment or, in this instance, violated CAR 3-10 regarding the professional use of email. Meeker said he could not say it was professional and would not consider it professional to make a statement like that in e-mail. He personally did not make statements of that nature.

Imker asked if Meeker thought this whole issue could have been resolved quickly and completely, without all the thousands of dollars expended, if an apology had been issued early on, as the former mayor seemed to have indicated would settle the issue. Meeker said that, if both sides had come to terms on an apology, then it would have been over.

Haddix said he had put an apology in the newspaper. Fleisch commented that had been after the lawsuit was filed. Haddix said he put the apology in the paper before the lawsuit was filed. Fleisch did not recall that. Haddix said it did not matter and he had put it in the paper before the lawsuit had been filed. Learnard asked, if that were the case, why the City was paying $10,000. Haddix said she was asking that question of the wrong person.

Imker asked Meeker if Haddix's lack of character, judgment, or wisdom resulted in them discussing this issue that evening. Meeker said the term he had used was "professional," and said what had been written in the e-mail was why they were having the discussion that night.

Imker asked if Don Haddix's lawyer sued him the previous year in a different unrelated legal action. Meeker confirmed that Mrosek had sued the City and each of the Council Members individually. Imker asked if that meant Haddix was being represented in the libel case by an attorney who was suing him in another case. Meeker said he would have to research the timing of the lawsuits in question.

Haddix said Mrosek's lawsuit against the City occurred after the Logsdon suit had been resolved. Meeker said he was trying to remember when the individual claims had been raised, and Haddix reiterated the Mrosek claims had been after the Logsdon lawsuit had been finalized.

Imker restated the matter by saying the Mayor used a lawyer to represent him in a libel case, then that lawyer either concurrently or immediately afterwards sued the Mayor. Imker asked Meeker what he thought about that chronology and whether it had been ethical. Meeker said he believed that the Georgia Bar Association had a rule prohibiting that type of action.

Fleisch expressed confusion, saying she had expressed consternation on several occasions that the Mayor was participating in conversations regarding the Mrosek lawsuit. She asked for a clarification of the timing. Meeker said he believed the timing allowed the discussion because, at that point, it had been a City matter as opposed to a personal claim. Fleisch asked to go on record that the potential conflict had been discussed numerous times and stated she was very uncomfortable with the issue.

Imker summarized his feelings on the matter, saying if the Mayor could submit a request for an appeal to reconsider the decision by GIRMA four times, then the taxpayers could submit a request for reconsideration as well. He asked Meeker, if he or the Council asked him to submit a letter appealing GIRMA's latest position, could he indicate the following:

- That Haddix, not the governing body of Peachtree City, unilaterally chose private legal representation?
- That Don Haddix, and not the governing body of Peachtree City, GIRMA, the City attorney, or any Council Member, personally accepted what appears to be a negotiated settlement to conclude this lawsuit?
- That Don Haddix had an opportunity to end this case without all the expense?

Meeker agreed to those statements could be included.

- That Haddix willfully and unilaterally decided to fight this case despite the consequences it had on the taxpayers of Peachtree City, knowing the governing body of Peachtree City would not have approved of spending taxpayer funds to fight a court case for this issue when an apology would have ended the case?

Meeker felt that portion was asking for a certain level of assumptions that might not be appropriate.

- That the plaintiff made statements to the effect saying he sued Don Haddix personally and in his capacity of mayor to ensure the taxpayers did not pay for a personal libel lawsuit?

Meeker said he believed that to have been reported, so that could be included.

- That Don Haddix unilaterally negotiated an expenditure instead of Peachtree City's governing body?

Meeker said that could be included.

Imker asked, if Haddix knew he was going to ask the taxpayers to ultimately pay the bill, and knew the governing body would not have approved, whether could this be considered an ethics violation. Meeker reiterated that he would have to review the Ethics Ordinance to answer that question.

Imker asked if the appeal letter to GIRMA could include information that there appeared to be a confidentiality agreement to keep the terms of the settlement secret, that the confidentiality may have been breached by Haddix, and that Haddix, not the taxpayers, was responsible for further potential expenditures related to this case should the former mayor sue again. Meeker said yes, depending on the terms of the confidentiality agreement.

Imker asked if the GIRMA letter could include the fact that the taxpayers of Peachtree City did not have a chance to accept or disapprove anything. Meeker said yes.

Imker continued all the decisions in this case had been unilaterally made by Don Haddix, not the City attorney, not GIRMA, not the taxpayers, and especially not by Imker himself, who was one of those taxpayers. Imker asked if any of those issues had been included in the appeal letter on behalf of Don Haddix. Meeker said he did not believe so. Imker said GIRMA had essentially been "spoon-fed" a skewed, one-sided appeal without any of the questions or statements Imker had posed. He thanked Meeker for his responses.

Imker continued that everything about this issue was wrong. There were times when one had to do the right thing, and this was clearly one of those times. Even though our administrative regulations indicated Haddix's email was official City communications, our regulations are often overridden by ordinances, and in this case a higher authority, that being GIRMA. Imker said, if the right thing could not or would not be done, then he thought they needed to follow up with a reconsideration request to GIRMA in an attempt to save the taxpayers what had become a total bill of $10,585.40 because of all the expenses, caused by Haddix, related to this case.

Dienhart clarified that Imker was suggesting the City spend future money on the matter, based on the City Attorney's time, to put together the documentation for another appeal letter. He continued that GIRMA would see Council did not support the claim and would ask Haddix for reimbursement. Dienhart asked Haddix to repay the $10,000 so Council would not have to pay Meeker for more legal expenses related to this matter.

Haddix said he was getting angry about the assumptions being made. He said he had apologized in the paper and to Harold Logsdon, who refused to accept the apology, which was prior to the lawsuit. The assumption was he was guilty. He asked Dienhart to read the ordinance on indemnification, noting that it said he was covered unless he committed slander or a malicious act. Dienhart said he was not judging Haddix either way; he was asking for $10,000 on behalf of the people of the City. Haddix said that was a double standard. Because the lawsuit was in his name only, somehow the lawsuit was extracted from the City when he was acting as mayor. GIRMA agreed with that fact.

Dienhart asked what part of his capacity as mayor involved calling the former mayor a name. Haddix said that, under that premise, he had received a few e-mails that gave him reason to file suit because of the names he had been called. He was sticking to the facts of what the ordinance said and what was in the packet. Haddix said he would send Meeker the resolution (settlement agreement), but Meeker had not requested it. If a request was made, he would provide it.

Fleisch asked Haddix to clarify that GIRMA said he was covered by the policy due to the indemnification. Haddix said the point was there was an indemnification clause with specific statements, which said he was covered unless he committed certain acts. On the appeal with GIRMA, they had reviewed everything. He could not speak for GIRMA, but GIRMA decided he was entitled to reimbursement. Haddix continued that all of Council had been cited individually in a lawsuit, asking if that meant each of them would be responsible for a percentage. Dienhart said that could not be discussed due to executive session rules, and he did not see the parallel between the cases. Haddix said it was in the paper that all the members had been cited, pointing out that Imker was directly cited as the cause of the lawsuit. Haddix said they should be careful of the path they were taking in these situations because the path could turn around and bite them.

Fleisch asked Meeker to explain the rules regarding bringing the appeal forward to GIRMA under the indemnification resolution. Meeker said there were two different things – the GIRMA policy that provided coverage for employees and officials in the City and the annual indemnification resolution adopted in January each year by Council that covered everyone for performing duties within the scope of their employment or official actions. Meeker said he did not see that the annual indemnification resolution covered the lawsuit given the nature of the allegation, which claimed intentional torte defamation. The actual coverage afforded buy GIRMA under its policy was a bit different. Typically, it was somewhat similar in terms of acts committed within the scope of one's duties or employment.

Fleisch asked whether the lawsuit would have come to Council if the indemnification resolution had come into play. Meeker said that it would have. If it had been submitted by the Mayor under the annual indemnification resolution, the lawsuit would have come to Council for payment or adjudication.

Imker said he had presented several arguments that needed to be taken to GIRMA. They had not had all the facts, and they should be asked for another determination. Dienhart agreed with Imker, noting the clock was running on Meeker's time, then asked Haddix to save the City the money. Haddix said that, when getting into attorney's privilege and insurance policies, there was a lot that would not be said on the dais, adding Meeker had elaborated on it pretty well. Haddix believed he was entitled, and he had been acting as mayor. Dienhart asked again what part of his duties as mayor caused Haddix to insult the former mayor. Haddix said Dienhart wanted to argue the case itself, and he was not going to do that.

Consent Agenda

1. **Consider Adoption of 2012 Annual Update to Comprehensive Plan**
2. **Consider Budget Amendments with corrections**

Haddix noted there were additional documents on the dais – the staff memo on agenda item 2 and the staff memo regarding a correction for the same item. Learnard moved to approve Consent Agenda items 1 and 2. Fleisch seconded. Motion carried unanimously.

New Agenda Items

05-12-09 Presentation on Lake Peachtree Sediment Removal

Public Services Director Mark Caspar gave a presentation on the upcoming sediment removal. He noted the lake was a source of drinking water and recreation, and the contract with Fayette County defined the lake as the area south of SR 54. The City was responsible for the lagoon located north of the highway. Lake Peachtree was owned by the City and operated by the Fayette County Water System. According to the agreement signed in 1985, the City and County were required in each successive eight-year period following the first dredging to jointly inspect and test the condition of the areas specified in the agreement to determine the amount of dredging that would be required per the standard that was also set in the agreement. The agreement also required the dredging be accomplished with six months of said eight-year period.

Caspar continued that the lake was last dredged in 2003-2004. Approximately 32,500 cubic yards of silt were removed over a three to four month period. Drake Field was closed during that time to complete the operation. The cost was approximately $1 million.

The 2012 sediment survey was completed recently by Fayette County, and approximately 65,000 cubic yards need to be removed. The survey did not include the tributaries outside of the main lake. The removal process via Drake Field included using the field to dewater the sediment, then hauling it directly onto SR 54 to take it away. The estimated completion was four to six months, and the best time to remove the silt was during the summer months.

Caspar said there were concerns about removing the silt via Drake Field, which included interference with the recurring events scheduled at the park. The list included the Adult Triathlon on August 18, Wellness Walk on September 8, Dragon Boat/International Festival on September 22, Promise Place Walk on September 28, and the Hometown Holiday on December 1. Postponing the dredging until after the events would cause the process to take longer due to the cooler weather. Caspar pointed out that the parking lot at Drake Field was repaved in 2010.

Another option was to remove the silt via McIntosh Trail in the pump house area, which would not disturb Drake Field. The cons included no area to dewater the sediment, the additional need for trucks with liners due to the greater potential for spillage, and the process was more expensive than hauling dewatered sediment.

Caspar discussed the option of adding to the island in the lake, saying the current sediment could add up to four acres to the island/peninsula. The pros included the process could be completed with silt curtains, limiting disturbance to Drake Field, and possibly connecting the island to the main land to make a park for fishing, picnics, and firework observation. The cons included a 2% reduction in the open water body and the assumption that the sediment was suitable for placement and could be consolidated into the island/peninsula.

Another option was to do nothing, which would not disturb the citizens or cost the County any money. The cons for doing nothing included additional sediment accumulation and the growth of vegetation that would limit the aesthetic and recreational uses in the silted areas.

Haddix was concerned that adding to the island/peninsula would shrink the size of the lake. Caspar said that some areas of the lake were only two feet deep. He added that the permitting process to do the dredging would also take a long time. If the permitting process started at the end of July, the dredging would not happen this summer. City Engineer Dave Borkowski said the shallow depth of the lake in some places could cause problems with the dragon boat event.

Imker asked which option would not interfere with the events. Caspar said sediment relocation would be best. Drake Field would be needed to put the barges in the lake, but not on a regular basis, and staff could also coordinate the use of Drake Field for events with the County. Imker said that, without any additional information, the relocation of sediment to form a peninsula seemed to be the best option. Dienhart added that it would provide additional room on July 4th for people watching the fireworks, which was the busiest day in that area.

Learnard disclosed her home was located on Lake Peachtree, adding she was not comfortable participating in the discussion until that fact was known. She said when the island was built, people wondered why the sediment was being taken out to increase drinking water storage then put back in on one big chunk. It depended on the purpose.

Caspar said Lake Peachtree was only used for water volume storage. The contract only allowed Lake Peachtree to drop below permanent pool in the event of a drought emergency. The Water System could only begin to withdraw 500,000 gallons per day if Lake Kedron had no more capacity to drain into Flat Creek then to Lake Peachtree. The lake was occasionally lowered to allow for dock maintenance.

Learnard asked if the dredging would be done by barge. Caspar said he was not sure. If the Drake Field option was chosen, it would be a barge operation. The sediment relocation option used a type of barge similar to a vacuum that sucked the sediment up, using a series of pipes to get the sediment across the water to a land location. Learnard asked if any of the methods called for dropping the level of the lake to do the work. Caspar said not to his knowledge. Learnard asked how the fireworks had been handled in 2003. Caspar said he did not have that answer.

Haddix asked if there had been any feedback on the options from the County. Caspar said the wet removal was the County's least favorite option. The County had a plan for the Drake Field process. The peninsula would be a new process so there would be a learning curve. The cost of the Drake Field and sediment relocation options were relatively equal.

Haddix reiterated his concern was shrinking the size of the lake. Learnard agreed, adding she would like to hear from the residents before making any decisions. Caspar said that was why he was giving Council the information at this time. He would need to come back for a decision in a month or so, which would give the citizens time to provide input. He would post the presentation on the website for citizen feedback.

Imker asked Caspar to put more information in the presentation in terms everyone would understand, noting that the lake was 68 acres, and one acre would be lost. Haddix also recalled the reaction of residents when they realized the island was not going away. Caspar said he would edit the slides to show more information about the pros and cons.

Borkowski added that the water volume in the lake was inconsequential to the Fayette County Water System in providing drinking water as the lake's storage volume was so small compared to the other reservoirs in the County. It boiled down to how much surface area would be lost.

Learnard noted that the volume of silt had more than doubled since 2003, asking where it had come from. There were many complaints from citizens during the widening of SR 74. Borkowski said he did not know without a sediment analysis, but he suspected it was due to stream bank erosion, since there had not been a significant amount of construction in those basins during recent years.

Learnard said she would have hoped the sediment issues due to construction drainage would have abated. Caspar said as the stormwater infrastructure renovations got underway they would be looking at stream bank restoration to see if it would help with the silting problems. Some of the new requirements helped to specifically slow down stream bank erosion.

Haddix asked if dredging the bottom would accelerate, decelerate, or have no impact on stream bank erosion. Caspar said it was rain-event dependent.

05-12-10 Consider Revision of Personnel Policy – Compensatory Time & Leave Policies
Human Resources Administrator Ellece Brown addressed Council, noting there were four parts to the recommended changes to the City's leave policy. The recommendations included the elimination of compensatory (comp) time for exempt employees and a re-emphasis that comp time earned by non-exempt employees must not exceed a maximum cap of 48 hours or it must be paid out (effective July 1, 2012). The current practice was that exempt employees accrued comp time for all hours worked over 40 per week up to a cap of 80 hours. For non-exempt employees, the comp time was also accrued over 40 hours, and that was in compliance with the Fair Labor Standards Act (FLSA). The non-exempt employees would continue to accrue up to 48 hours, and there would be an emphasis placed on holding that cap. Once employees met the cap, overtime hours would have to be paid.

Currently, employees were allowed to accrue up to 480 hours of regular sick leave and 480 hours of catastrophic sick leave. If the recommendation was approved, the cap for regular sick leave for new employees hired on or after July 1, 2012, would be reduced from 480 hours to 240 hours (360 hours for firefighters) with no accrual of catastrophic sick leave.

Brown said the third part dealt with the accrual of safety and perfect attendance hours. Effective July 1, 2012, the proposal recommended the elimination of accrual of safety hours and perfect attendance hours and the addition of one floating holiday and the renaming of the "birthday" holiday as another floating holiday. In the end, employees would have nine regular holidays and two floating holidays for a total of 11 paid holidays.

The last part dealt with the accrual of annual leave. Currently, the time was accrued based on years of service, from 40 hours to 160 hours after 10 years, and employees received the time on their anniversary date. If approved, employees would begin to accrue annual leave on a bi-weekly basis beginning October 1, 2012, and new employees would be allowed to use annual leave after six months of employment rather than one year.

Brown said the savings would be $29,000 annually, plus an estimated $117,000 in soft savings.

Haddix opened the floor for comment.

Fire Captain Ron Mundy took exception to the proposal before Council, explaining his reasons for doing so. He was concerned about the elimination of perfect attendance and safety pay. Due to the economy, the employees had not gotten a merit or cost-of-living allowance raise for a number of years, which he understood. One of the perks in lieu of the inability to provide merit increases was to provide a safety incentive, which related to savings for the City's taxpayers, and a perfect attendance policy. The fire and police departments had to maintain minimal staffing at all times. When a firefighter or police officer was too sick to work, someone had to be called. If the person called in had met their hourly requirement for the week, then they paid time and a half. He questioned how there would be a savings by eliminating the possibility of striving for perfect attendance. The safety incentive was not much, but was something to strive for. Safety was a priority in the Fire Department, and the safety hours provided another incentive to take a moment to ensure tasks were completed in a safe manner.

Mundy continued he would be grandfathered in on the proposed changes to the sick leave policy. Limiting the number of sick hours to 360 without any catastrophic leave at all meant there would about six weeks of leave. Per a 2005 – 2009 study conducted on firefighters injured in the line of duty by the National Fire Protection Association, 10% of the injuries suffered by approximately 43,000 firefighters each year were moderate or severe. Mundy referenced a

Fayette County firefighter injured at a house fire just outside the City in October 2011, noting the firefighter was burned over 18% of his body and had been out of work for seven months. He would need at least two more operations for skin grafts. He asked what would happen to the employee with a severe injury that would need a long time to recuperate, then possibly rehabilitation. He asked Council to strive to make the City the best because that was what the employees did.

Police Corporal Joseph Sewall requested that no retaliation be taken because he was speaking out and asking question on the recommended policy changes. He said there was a reason employees stayed with the City for years, and a reason why people who grew up here worked for the City. He noted that, per the staff memo, 20 cities were contacted regarding their leave policies. He asked what the median income and average employee turnaround was for those cities, as well as their population and number of personnel. Sewall noted that firefighters worked 24-hour shifts, while police officers worked eight-, 10-, or 12-hour shifts. Taking the different shifts into account, the 48-hour cap on comp time allowed for different periods of time off depending on what shift was assigned. Nothing in the memo referenced the 20 cities' policies on comp time. He said the sick leave cap for current employees would remain the same, while it would change for new employees. If the accrual rate was the same as other cities, he asked why the cap should change.

Sewall referred to the accrual of safety and perfect attendance hours. For police officers and probably fire, four hours of safety were accrued per quarter for 16 hours annually. Perfect attendance hours could also accumulate to 16 per year. Together that was 32 hours, just shy of one week. He pointed out the hours were used to help compensate for time off when officers attended training. Using his own shift as an example, Sewall said patrol officers worked two to five days per week, depending on the rotation. If he was scheduled to attend two days of training, he would only receive pay for 16 hours, compared to the 20-24 hours he would miss. The perfect attendance and safety hours were used to compensate for the time lost when training. Taking away the comp time could result in an employee not getting an 80-hour paycheck. Shifts could not be rotated to cover the loss of time.

Sewall continued that the recommendations were based on the City Hall employee eight-hour day, asking if the cap would be adjusted based on the shifts worked by Public Safety employees. According to the staff memo, the City's leave policy was in line with other cities. In another paragraph, the memo said 50% of the cities offered either more annual leave or more holidays. He asked which was correct. Currently, employees were awarded their entire annual leave on their anniversary date. If approved, leave would be accrued every two weeks beginning October 1. He asked how long employees with an anniversary date prior to October would have to wait to begin accruing leave time. He asked why all leave could not be awarded and expired at the same time.

Sewall said the topic of leave was personal to him since he was still an active member of the National Guard. Because of that, he was awarded 18 days of military leave annually by state law. The hours were awarded based on the federal fiscal year from October 1 through September 30. He was called up during the last fiscal year to assist in training units going to Afghanistan. He used up nearly all of his military days to avoid going without a paycheck. Since that training in November, he also had to attend several drills that were held on weekends he was scheduled to work. Due to how the rotation worked, he had to use much of the leave he had banked with the City. Losing that leave would cause him and other employees also members of reserve components great financial strain. The employees of the City contributed to the quality of life that attracted residents to the City. Since his employment, Sewall said he had not gotten a pay raise, cost of living raise, or other type of incentive. The employees had taken everything in stride because it was best for the City. New officers were hired at close to the same rate paid to officers who had been with the City for years. He asked when the last pay study had been conducted. Employees had not complained about the lack of raises, the increased insurance premiums and reduction in coverage, and the charge for take-home cars. There were other benefits that made up for these costs. Cutting those benefits also cut the incentive to stay with the City and to attract desirable new employees. Sewall encouraged Council to look at the research and ask tough questions. He understood the City was in a tough financial state, but taking away the current leave policy could potentially affect the quality of life for many City employees and citizens.

Haddix closed public comment.

Haddix assured Sewall there would be no retribution. He appreciated it when employees felt they could talk to him about issues, and said it helped him and the City. He asked City Manager Jim Pennington or Brown if they could answer any of the questions that had been asked.

Brown said many points were made by both employees. The memo tried to explain that employees could currently accrue up to two days of safety time and two days of perfect attendance or four days. The recommendation was to replace that time with one floating holiday, which would be a loss for employees. The majority of cities surveyed were other Class B cities. There was more information in the memo from the May 3 meeting, and staff had tried to summarize the information in the memo for this meeting.

As far as the information given by Mundy regarding employees injured on the job, Brown said Worker's Comp was provided for those injuries. Employees also had the option to purchase a short-term disability program, but it was not provided by the City. The City did provide for long-term disability, but there was a six-month waiting period for that coverage that short-term would typically pick up. Brown said she did not know why some of the leave categories were made available, but she had assumed the 480-hour sick leave cap was to carry an individual to the time of long-term disability since short-term disability was not available. Brown said she had contacted the insurance broker, and the estimate for the short-term disability program was approximately $50,000 for the City to provide this coverage for all the employees.

Learnard asked how the floating holidays would work for the Police Department. Brown said, to her knowledge, the holidays were an eight-hour day provided to an employee. The holiday would be added as of July 1 since they would lose half of their safety and perfect attendance hours for the remainder of the year. Beginning on January 1, 2013, employees would have 11 paid holidays.

Brown said staff could not put everything in the memo about how the policy would be administered. Brown said the reason October 1 was selected as the date for accrual of annual leave was to allow the Finance Department time to work through the process. She continued that a person with a 10-year anniversary date on July 1 would receive 160 hours of vacation at that point. Beginning July 1, the employee would begin to accrue time for the next year. As of October 1, staff would look at the time accrued between July 1 and October 1, add the 160 hours from July 1, and make the employee whole.

Haddix asked how the eight-hour holiday would be addressed when it came to the 12- and 24-hour shifts worked by Fire and Police. He asked Mundy to explain. Mundy said the City currently provided firefighters with a holiday rate of 10.83 hours rather than the eight hours recommended, meaning firefighters would lose three hours per holiday. Shift personnel worked 24-hour shifts. For a firefighter to take a shift off from work, three holidays would now be needed. Haddix asked Pennington or Brown to elaborate. Brown said Mundy was correct. Dienhart clarified that it currently took multiple days to be off for a shift. Brown said yes, but the other side was that if a firefight took a week of vacation, they would not take off for five shifts. Mundy said that was correct, adding they would take 48 hours of leave. He continued when a firefighter was scheduled to work on December 24, they would work 16 hours on December 24, and eight hours on December 25, while everyone else was off.

Mundy addressed short-term disability and Worker's Comp, saying when an employee used accrued sick leave, they received 100% of their leave and their pay. Short-term disability and Worker's Comp, the pay was reduced by 40% to 45%.

Dienhart said Council needed to ensure any employee injured in service of the City did not go without pay while healing. Having the City provide the short-term disability was a must for him. Pennington said he had worked in nine cities, and he had never known an employee to be out without some kind of remuneration during that time period. Dienhart asked if anyone had ever seen an employee out on leave and not being paid. Mundy said there was currently a volunteer time request being circulated for a police officer so he could maintain his home. Pennington said that was correct, and it was standard practice to allow other employees to contribute banked time to help another employee. Dienhart asked if the employee was hurt in service to the City. Mundy said, in this case, he was not.

Mundy referred to the catastrophic sick bank, saying it came into existence when late City Clerk Jane Miller had been stricken with cancer. After a long career with the City, it was realized that those time banks could be exhausted quickly. The City enabled employees, once they had reached the max cap for sick leave, to dump the additional time into a bank that could be used under the criteria for catastrophic leave. Mundy added, to his understanding, that time was not paid out at separation or retirement, but was a safety net for employees who had a severe injury or medical illness requiring an extended amount of time. Mundy said he had used both short-term disability and Worker's Comp during his career, and it was tough for a family to live on 60% of a salary.

Pennington said what was proposed was standard practice. Staff had looked at how leave and sick time were accounted for, and the City was not incompatible with most communities he was aware of. Compensatory time was the most serious issue. Following the FLSA, non-exempt employees were entitled to time and a half for any time worked over 40 hours a week, and there were different standards for fire and police employees. Under FLSA, cities could either allow employees to accumulate comp time or get paid. Most cities were dropping comp time because the comp time was now a liability. In the past, the City did not have much overtime built into the budget, so comp time off was permitted. The City was obligated to pay comp time at some point in time. Pennington said his preference was to pay employees for overtime in the pay period during which it was earned. In the past, employees could use comp time, which was fine, but if a cap needed to be placed on it to make sure it was taken. Staff needed to ensure the comp time did not continue to accumulate and stay on the books. Comp time for exempt employees was not a principle that should be followed. Exempt employees were expected to be on the job as long as it took to get the job done. If an exempt employee needed time for a doctor's appointment or other reason, there was not a problem. The directors and supervisors were responsible for maintaining the appropriate professional attitude in moving forward with that. For non-exempt employees, the cap of 48 hours was chosen because it was a good number for the City's accounting system to handle.

Haddix asked if non-traditional shifts had been considered. Pennington said the shifts were not addressed in the memo; it was one of the issues that had to be addressed on a separate basis. There was a difference in how hours were calculated and it was accounted for in the FLSA. Staff wanted to make sure nothing was lost.

Brown pointed out that the City's exempt employees currently completed out time sheets, which could be a violation of FLSA, which was another reason for making the change on exempt employees. The City did not have a large number of exempt employees. Learnard said the changes were completely rational and logical, but she wanted to know the effect of the changes on the non-traditional shifts and the military days.

Pennington noted that military days were permitted, as well as mandated. Meeker said the leave policy currently had 144 hours military leave time. Brown said an employee was allowed 18 days annually based on the federal government's fiscal year, which ran from October 1 through September 30, the same as the City's. Those days had to be granted regardless of whether the employee worked an 8-, 12-, or 24-hour shift. Sewall said the 18 days were based on whatever type of shift was worked. He was paid for 18 12-hour days, and for a firefighter, it was 18 24-hour days. Learnard asked how the proposed changes would affect that. Sewall said the overall changes would not affect military leave, as it was mandated by state and federal law.

Dienhart asked for more information on paying for short-term disability. Brown said she could get quotes, noting that open enrollment for insurance was in August/September and the plan year began November 1. Pennington said he and Brown had discussed the fiscal impact of bridging the gap, and they had wanted to explore it.

Learnard asked what the term "soft dollars" meant. Brown said that was time employees were away from their jobs. By limiting the amount of leave time, it was time employees would be working. The dollar savings accounted for the firefighters because there were 19 on each shift, so there was an actual hard dollar savings when a firefighter was away and someone was brought in to work the shift.

Brown continued that the change to the method of accruing leave time was due to the trend of accruing annual leave on a payroll basis. New employees had to wait one year before receiving any type of annual leave (40 hours at the end of the year), but they would accrue 20 hours by the end of the probationary six months, which helped them have time to deal with things that happened such as doctor appointments or cars breaking down

Haddix asked if an employee on a 16-hour shift wanted to take a day off, would it be one holiday or two. Brown said it would be two. Haddix said he was struggling with that when their normal shift was 16 hours. Dienhart said that was a pre-existing issue. Brown said the change in the leave policy did not change how pay was received.

Learnard moved to approve the changes to compensatory time and City leave policies per the Council packet. Imker seconded. Motion carried unanimously.

Haddix asked anyone who had a concern to contact him and tell him what was wrong. He would then speak with Pennington and Brown to see if something had been missed. Dienhart said he would closely watch the implementation of the short-term leave policy. Employees should not be left unable to pay for necessities.

Council/Staff Topics

Hot Topics

Pennington noted that the grand re-opening of The Gathering Place had been held the day prior to the meeting, adding it was a very exciting place. Pennington said he hoped to have something on the next meeting agenda regarding the renovations of the Recreation Administration building.

Learnard moved to convene in executive session at 9:06 p.m. for personnel and pending or threatened litigation. Fleisch seconded. Motion carried unanimously.

Learnard moved to reconvene in regular session at 10:00 p.m. Fleisch seconded. Motion carried unanimously.

There being no further business to discuss, Learnard moved to adjourn the meeting. Fleisch seconded. Motion carried unanimously. The meeting adjourned at 10:12 p.m.

Pamela Dufresne, Deputy City Clerk

Don Haddix, Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council**

VIA: **City Manager**

FROM: **Deputy City Clerk**

DATE: **May 22, 2012**

SUBJECT: **Alcohol License – NEW – Grand Café**
June 7, 2012, Regular Meeting

Recommendation:
Staff recommends that Council approve the alcohol license for Grand Café.

Discussion:
Grand Café, a lounge/hookah bar, to be located at 282 Highway 74 (former location of La Hacienda in Wisdom Pointe) has submitted a request for a new alcohol license. Mr. Hadi Bilal Rabai has requested he be appointed as the Licensee and License Representative. Mr. Rabai is also the Licenses and License Representative for The BeiRut, located in the Kedron Village Shopping Center.

Budgetary Impact:
The budgetary impact of the alcoholic beverage license will be positive. The applicant will be required to pay the annual fee for the consumption sale of beer and wine, which is $1,350.

Attachment

PEACHTREE CITY
PLAN TO STAY™

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

Application For Alcoholic Beverage License

Business Name: Grand Cafe	Business Location: 282 hwy 74	
Nature of Business: Lounge\hookah Bar	Mailing Address: 282 hwy 74	Business Phone Number: 678.216.6939
Name of Licensee: Hadi B. Rabai	Home Address: 606 West Manor	Home Phone Number: 678.216.6939
Name of License Representative: Noor Rabai	Home Address: 606 West Manor	Home Phone Number: 770-9067045

Please indicate type of licenses applying for:

Retail Consumption Dealer		Retail Package Dealer		Wholesale Dealer	
✓	Malt Beverage		Malt Beverage		Malt Beverage
✓	Wine		Wine		Wine
	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:
Hadi B. Rabai	606 west Manor PTCGA 30269	678.216.6939

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

If YES, Please Provide Name of Employee: ____________________

PEACHTREE CITY
PLAN TO STAY™

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

State of Georgia

City of Peachtree City

I, H.C. "Skip" Clark II, Chief of Police for the City of Peachtree City, do hereby certify that:

Hadi B. Rabai
606 West Manor
Peachtree City, GA 30269

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 narcotics or drugs within five (5) years prior to the date of the application for this license.

H.C. "Skip" Clark II
Chief of Police

5/21/12
Date

Terry L. Ernst
Witness

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

FROM: City Manager

DATE: June 1, 2012

SUBJECT: Discuss Lake Peachtree Sediment Removal
June 7, 2012, Council Meeting

Council will take public input on the options for the sediment removal

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager
Community Services Director

FROM: Planning and Zoning Administrator David

DATE: June 1, 2012

SUBJECT: **Discussion of a request from a homeowner within the Centennial subdivision to consider selling a portion of city-owned greenbelt.**
June 7, 2012 City Council Agenda

Recommendation:

That Council provide guidance to Staff and the City Attorney as to whether or not they wish to proceed with this request.

Discussion:

Mr. Ming Lu owns the property located at 706 Bostonian Terrace within the Centennial subdivision. The subject tract is 7,170 SF in size (0.1646 acres). The rear property line abuts a tract of land that was platted and deeded to the city as greenbelt. The tract of land behind Mr. Lu's property contains a stormwater detention pond, which is owned and maintained by the city.

Mr. Lu desires to extend his deck across the rear of his home and add a covered, screen porch over a portion of the new deck. He also desires to expand and fill in a portion of his back yard to create a level playing area for his children, which would require the installation of a retaining wall adjacent to the greenbelt area and the importing of fill material. Because of the configuration of his rear property line and the fact it is angled towards the home, the deck expansion and the covered porch must comply with the rear building setback, which is measured at 20' from the rear property boundary.

Mr. Lu was advised he would need to secure a variance in order to permit the deck and covered screen porch as proposed. Mr. Lu also asked about the possibility of extending one corner of his rear yard approximately 10' into the city-owned greenbelt. He indicated his neighbor had requested an extension of his rear property line several years ago which was approved by the city.

The fact is the final plat for Phase 3B of the Centennial subdivision was modified to increase the depth of Lot 143 at the request of the builder and former property owner (John Wieland Homes). At the time the home on this lot was under construction, the builder realized they could not construct a deck on the rear of the home without encroaching into the rear building setback. Because of the timing of this initial request and the fact the dedication of the greenbelt had not yet taken place, Staff was able to approve this request through a revised plat for Lot 143.

Since the greenbelt has already been platted and accepted by the city, staff cannot approve the request to modify the rear property line without Council approval. We have spoken with the City Attorney who advised us of the items that would be required in order to move this request forward. This information was relayed to Mr. Lu, who requested that he be able to speak with Council about the possibility of selling a portion of city-owned greenbelt, which would allow him to move forward with his expansion plans.

Following is a synopsis of what steps would be required depending on how this proceeds:

If Council does not approve the request to sell city-owned greenbelt:

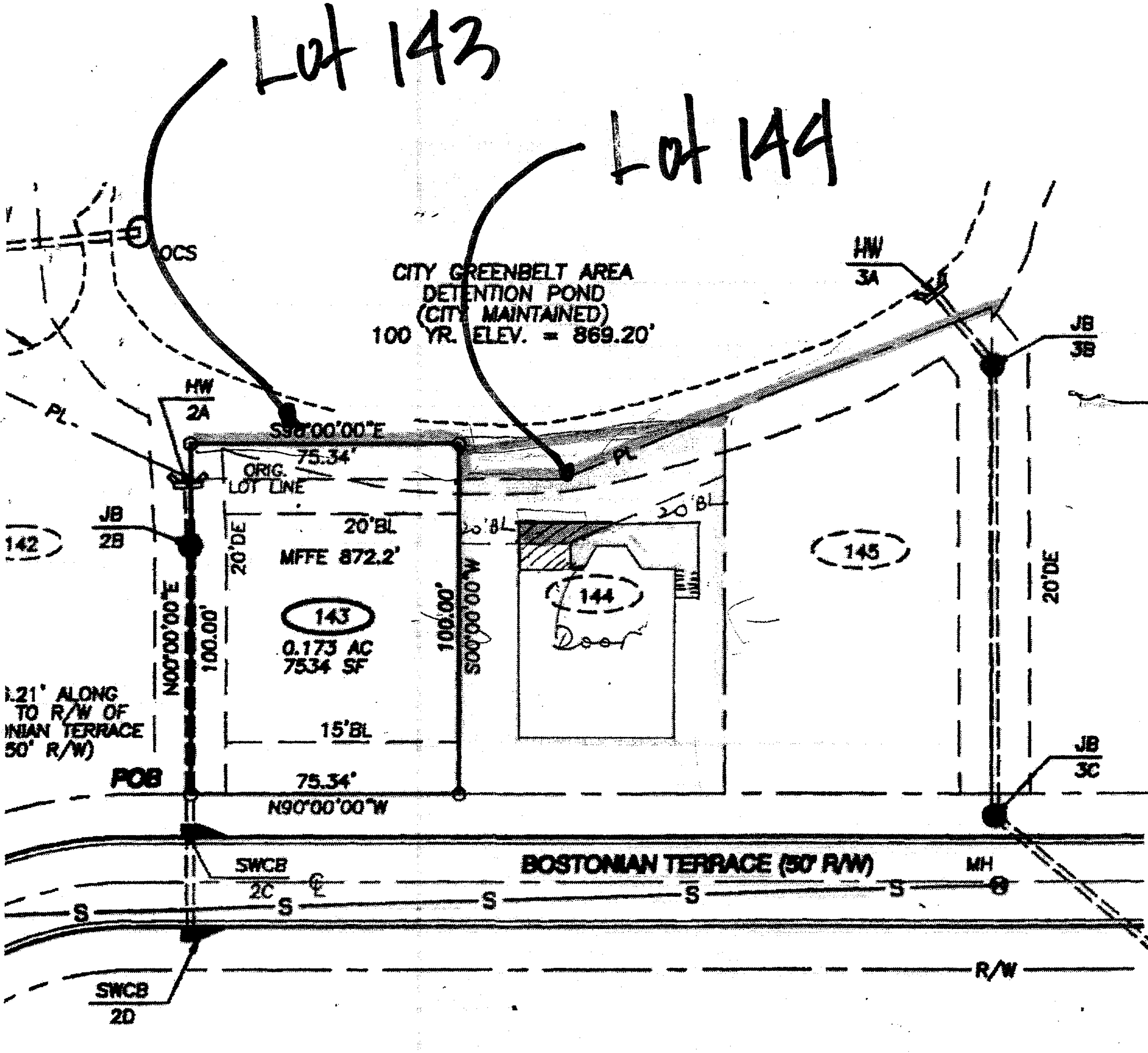
- Mr. Lu would hire a Professional Engineer to design the retaining wall and footings along the rear property line.
- Mr. Lu would submit a Building Permit application for the retaining wall.
- Mr. Lu would hire a contractor to construct a retaining wall along his rear property line. If the intent is to create a level playing surface at basement level, the retaining wall would need to be approximately 5' in height and fill would need to be brought in to level the rear yard.
- Mr. Lu would apply for a variance to permit the deck to be extended into the rear building setback.
- If Council approves the variance request, Mr. Lu would then hire an Architect to design the deck expansion plans and screened enclosure.
- Mr. Lu then submits a Building Permit application for the deck expansion and screened enclosure.
- Mr. Lu hires a contractor to construct the deck and screened enclosure.

If Council approves the request for moving forward:

- Mr. Lu would hire an appraiser that is acceptable to the city to determine the Fair Market Value of the property being acquired.
- Mr. Lu would hire a surveyor to identify the new property corners and to prepare a revised Boundary Survey for Lot 144.
- Mr. Lu would submit the revised final plat to city staff for review and approval.
- Mr. Lu would record this plat with the Fayette County Tax Assessors Office.
- Mr. Lu would acquire the property from the city at Fair Market Value.
- Mr. Lu would hire a Professional Engineer to design the retaining wall and footings along the rear property line.
- Mr. Lu would then submit a Building Permit application for the retaining wall.
- Mr. Lu would hire a contractor to construct a retaining wall along his rear property line. If the intent is to create a level playing surface that is the same level as the foundation and porch, the retaining wall would need to be approximately 9' in height and fill would need to be brought in to level the rear yard.
- Mr. Lu would hire an Architect to design deck expansion plans and screened enclosure.
- Mr. Lu would submit a Building Permit application for the deck expansion and screened enclosure.
- Mr. Lu would hire a contractor to construct the deck and screened porch enclosure.

<u>Budget impact:</u>

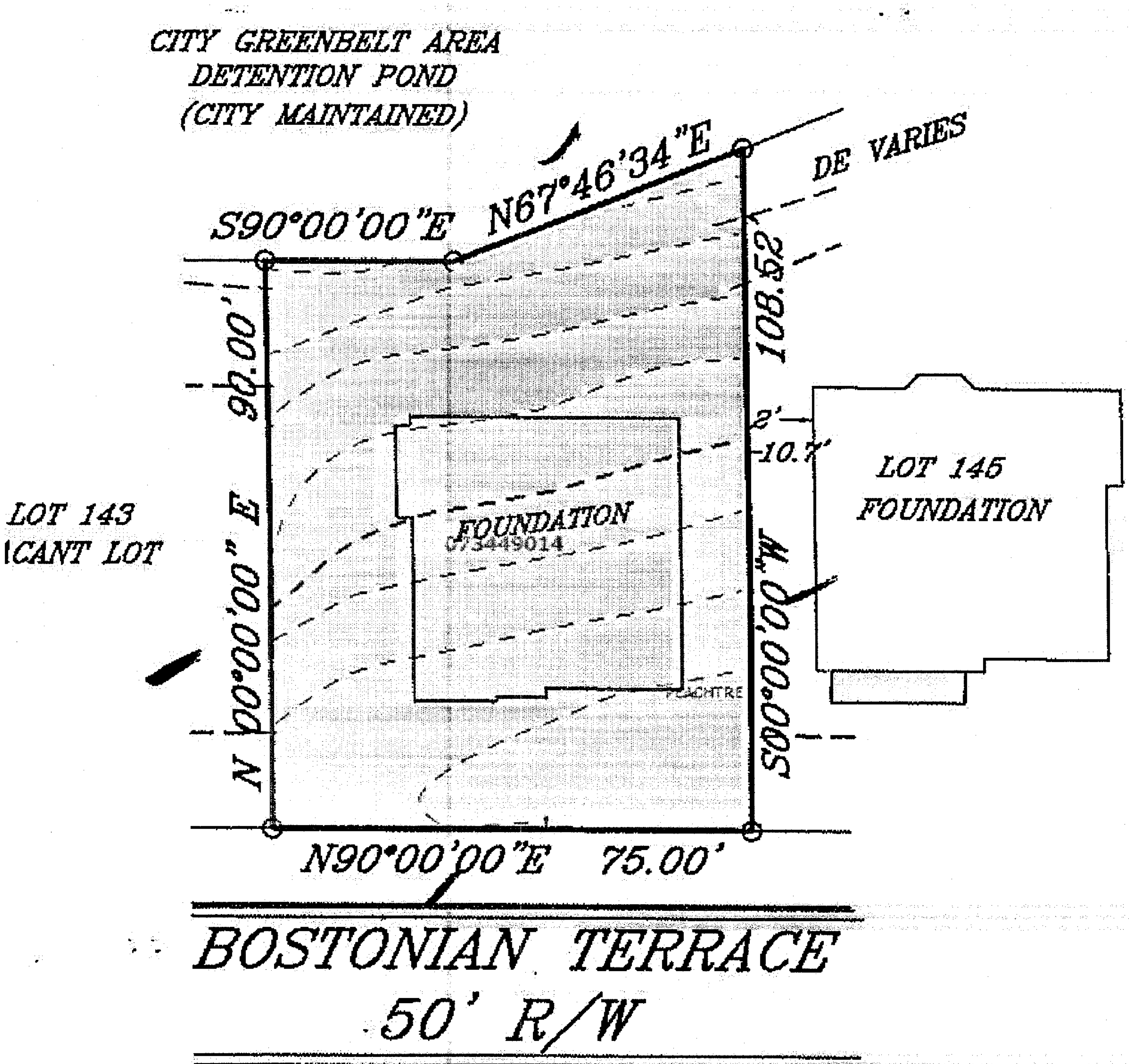
There are no budget impacts associated with this request as all expenses would be paid by the property owner.



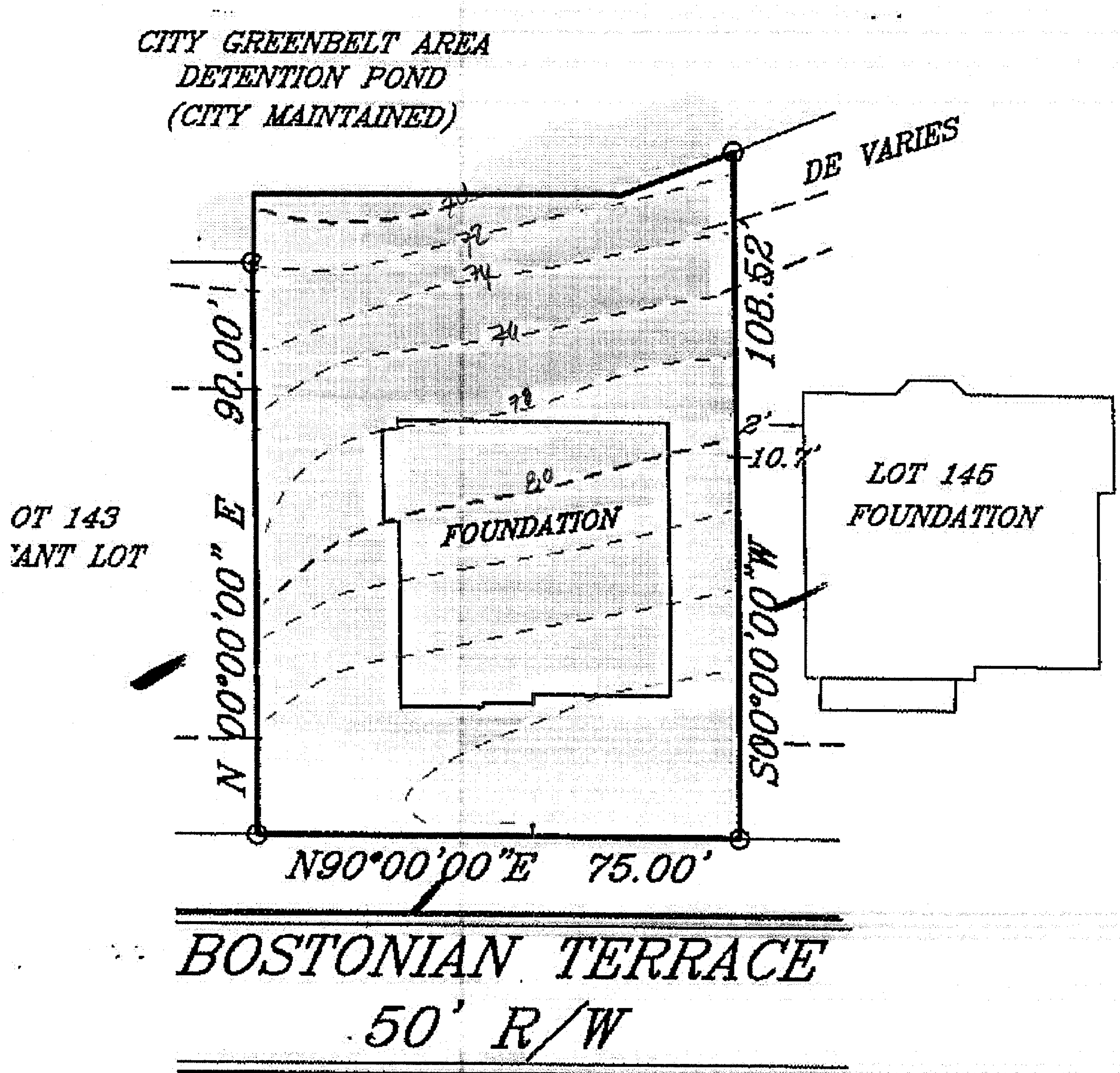
N/F
CENTENNIAL

FINAL PLAT APPROVAL.

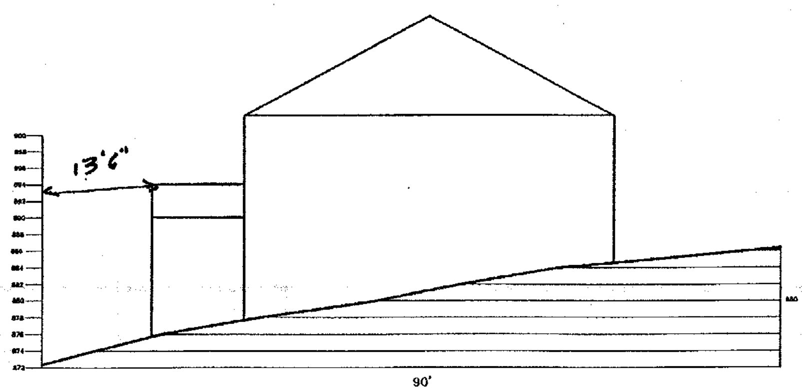
THIS PLAT COMPLIES WITH THE ZONING REGULATIO

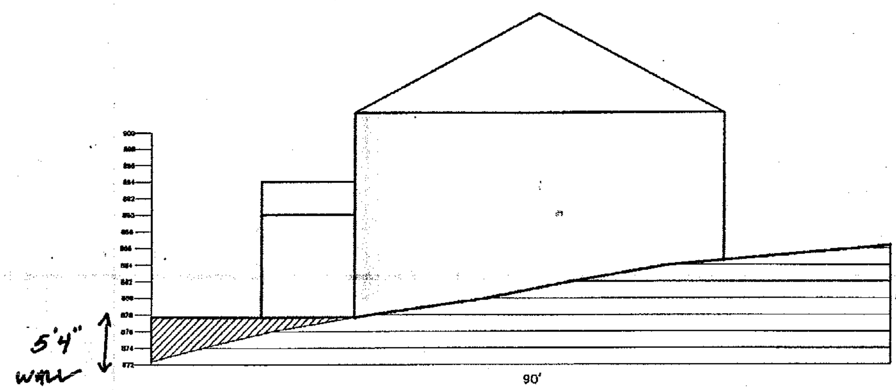


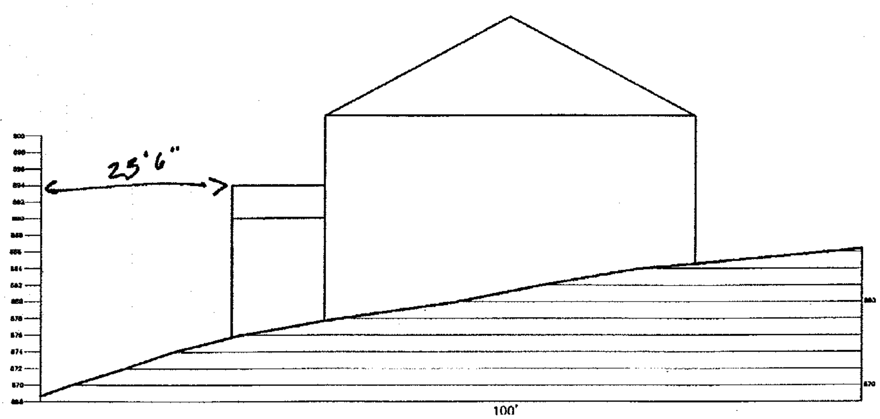
Lot 144-existing

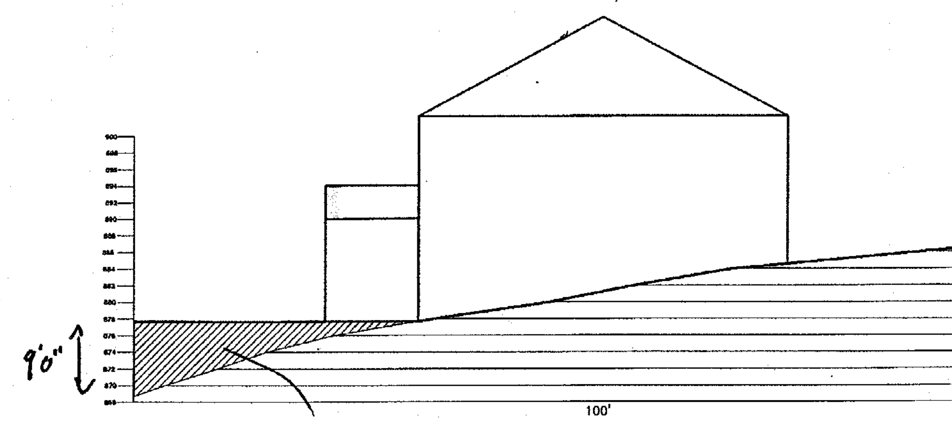


Lot 144 - proposed


13'6"
90'


5'4"
WALL
90'


25'6"
100'


9'0"
100'

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: City Council

VIA: City Manager
Financial Services Director P.S.
Assistant Financial Services Director
Purchasing Agent ARC jo
Community Service Director
Public Services Director
City Engineer David A Borkowski

FROM: Civil Engineer

DATE: May 31, 2012

SUBJECT: **Tennis Center Covered Courts Roof Restoration**
June 7, 2012 City Council Meeting

Recommendation:

Staff recommends that City Council award the roof restoration for the Tennis Center Covered Courts to NTEC Systems for the lump sum amount not to exceed $174, 900.

Discussion:

The tennis center is a 1-acre covered facility with two adjoined gabled structures. The structures consist of two pre-engineered metal structures tied together in the middle where the two roofs butt together to form a built-in valley gutter. The roof is composed of typical metal building roof panels with integral translucent panels for day light.

The facilities roof has been leaking for some time now during rain events. When this happens, it renders the courts useless for indoor play. After a significant amount of research by staff on various repair options, it has been determined that the most cost effective repair would be to restore the roof with an elastomeric coating by ER Systems. The proposed elastomeric coating will provide a water proof membrane over the roof and comes with a 10 year warranty.

On May 4, 2012, the City of Peachtree City solicited bids from certified ER systems roofing contractors for labor, materials and equipment for the restoration of the Tennis Center Covered Courts Roof. In addition to mail solicitations, the City advertised the Invitation to Bid on the City web site and in the City's legal organ. Twelve (12) roofing firms attended the mandatory pre-bid meeting held on May 17, 2012. Five (5) bid proposals were received, opened, and reviewed on May 29, 2012. Staff evaluated the five (5) bids based on the Invitation Bid amount and supporting documentation.

The lump sum results of their bids were as follows:

NTEC Systems	**$174, 900.00**
Watertight Roofing	$176, 200.00
M. Jordan Roofing	$234, 073.00
Howe Roofs	$314, 800.75
MOPAC	$399, 500.00

The references for NTEC Systems, ER System certification and all paperwork are in order, therefore, staff recommends that City Council award the restoration project to NTEC Systems.

Budget:

If approved by City Council, funds are available in the CIP-035 project code and additional funds maybe allocated from the Facilities Authority Contingency Account.

Attachments:

cc: City Engineer's File

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

FROM: **Peachtree City History Time Line Committee** BT (on behalf of committee)

DATE: **May 30, 2012**

SUBJECT: **Consider Approval of Agreement with Selective Designs for Construction of Founders Corner**
June 7, 2012, City Council Meeting

Recommendation:

That Council approve the attached proposal from with Selective Designs and authorize the expenditure of up to $15,000 of the funds raised to proceed with the construction of the Founders Corner portion of the History Time Line Project.

Discussion:

Peachtree City celebrated its 50th anniversary in 2009. That same year, Georgia sculptor Andy Davis approached Council for approval of a project to sculpt busts of two of Peachtree City's founders, Messrs. Joel Cowan and Floy Farr. At the same time, Council authorized a committee to raise up to $25,000 in support of this project.

The committee returned to the Mayor and City Council in 2010 to ask that the project be expanded to include a Founders Corner area in the Municipal Plaza and a History Time Line that would extend around the fountain area, marking off major achievements and notable events in Peachtree City's history. Council approved additional fundraising up to $65,000.

The busts have been completed, funds have been raised, and the artist has been paid the $20,000 commission for his portion of the project. The project fund currently holds an additional $17,575, and the committee continues to solicit donations for the remaining funds.

Because donations have been made for over two years, the committee feels it is time to move forward with actual construction of part of the project. Committee member Jerry Peterson solicited bids/donations from local companies for the construction of the rock wall, and Selective Designs submitted the attached proposal, which falls well within the original estimates for this portion of the project. The Founders corner includes the stone-façade wall, brick pavers, and the pedestals on which to display the two sculptures.

Additional costs for this portion of the project, beyond the current scope of Selective Designs' proposal, will include relocation of utilities, acquisition and installation of the central lamppost, and the purchase of at least one of the eventual seven bronze plaques to top the wall and cover the history of this area prior to the incorporation of Peachtree City in 1959. Selective Designs may be able to provide some of these additional services, and additional vendors or donation of labor and/or materials, may be required to complete the section.

At a meeting on May 22, committee members unanimously endorsed moving forward with this portion of the project. A physical presence will allow those who have already made donations to see the results of their generosity and provide a focal point for prospective donors to visualize the remainder of the project.

The City Attorney has indicated that, for clarity, the Mayor and Council should authorize the contract with Selective Designs for work on City property.

Budget Impact:

This portion of the project will reduce the Neighborhood Parks Fund/History Time Line Account from the current $17,575 to a minimum of $2,575, excluding additional donations.

SELECTIVE DESIGNS
OUTDOOR LIVING

Commercial / Residential
105 Depot Ct, Ste A, Peachtree City, GA 30269
Ph. 770/631.1550 Fax. 770/631.1560

Proposal

Date	Tuesday, May 15, 2012
Contact Person	Brian Hendry
Job No	
Blue Print - Y/N	N
App Start Date	
Designer	Brian Hendry
How did you hear about us?	
Type of Job	Founders Memorial

NAME	Peterson Planning
ADDRESS	616 Wingspread Peachtree City, GA 30269
HOME PHONE	678-849-8476
CELL	

		150 sf Brick Pavers	Donated
		Brick Edging (Rowlock Pattern)	$ 930.00
		Stone Walls / Memorial	$ 3,936.00
		Stone Columns for Busts	$ 1,000.00
		Crushed Slate	$ 125.00
		Concrete Slab as Monument Base	$ 412.00
		(includes slabs for busts)	
SubTotal Side A	**$ -**	**SubTotal Side B**	**$ 6,403.00**

Page 1 SubTotal	**$ 6,403.00**
Page 2 SubTotal	**$ -**
Changes/Additions SubTotal	**$ -**
PROJECT TOTAL	**$ 6,403.00**
TOTAL BALANCE	**$ 6,403.00**

We Propose to furnish materials and labor - complete in accordance with above specifications, for the sum of: **$ 6,403.00**

Payment to be made as follows: **20%** due at contract signing
40% due at start of project
40% due at completion

Note: This proposal may be withdrawn by us if not accepted within 30 days

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. Selective Designs is authorized to do the work as specified above. I agree that payments will be made as specified above. Without irrigation, No warranty on trees, 30 day warranty on plants. With irrigation, 6 month warranty on trees, 1 year warranty on shrubbs. No warranty on sod, hardscapes, perennials and annuals, transplants, weeds, pinstraw, mulch, or plants destroyed or eaten by animals, or acts of God.

105 Depot Ct, Ste A • Peachtree City, Georgia 30269
Phone: (770) 631 1550 • Fax (770) 631 1560

TERMS AND CONDITIONS

This agreement shall be construed according to the law of the State of Georgia. All work is to be performed in a workman like manner according to standard practices.

Purchaser/Home Owner is responsible for determining and properly marking the location of all property lines, building lines, and underground utilities that may be pertinent to this contract (including, but not limited to pool, water/gas, cable/phone, all electrical wires, existing sprinkler lines/wiring, septic lines/tanks). Any damage or cost of removal/replacement of materials shall be the Purchaser/Home Owner's responsibility. All reasonable caution will be taken, however we cannot be responsible for damage to septic tanks and underground utilities resulting from the exercise of ordinary care in the execution of work if not properly marked. **Utility Locator: 1.800.282.7411 / www.gaupc.com**

All plantings, as indicated, will be guaranteed as follows: With irrigation, shrubs for one year, trees for six months from date of planting, unless otherwise specified. Without irrigation, shrubs for thirty days from date of planting. If plant dies during warranty period, one replacement per original will be made at equal value and same size as original at no cost to Purchaser/Home Owner. Existing plants on site which are transplanted are not covered under warranty. No guarantee shall be made for ground cover, annuals, turf grasses and seed germination, except for improper installation methods. Selective Designs cannot be responsible for landscapes or hardscapes through no fault of contractor, i.e., damage resulting from other contractor's work, large trucks, heavy equipment inappropriate watering practice, severe heat/cold damage, erosion/washout due to rain and/or water runoff, wind damage, insects, fungus, fire, animals or vandalism. Plants stolen from site prior to planting will be replaced by Selective Designs. Plants stolen from site post planting are the Purchaser/Home Owner's responsibility. No warranty on sod, transplants, hardscapes, weeds, pinestraw, mulch, perennials, annuals, or plants eaten or destroyed by animals, or acts of God.

During Excavation for pool - In the event of striking unsuitable soil conditions, rock, bury trash pits, or organic matter, all work will stop and extra charges will be discussed.

During construction, performance of work may be effected by inclement weather conditions, including but not limited to storms, rain, runoff, washouts, ice, etc. If such situations arise, it will be noted to Home Owner as to the effects on schedule and/or potential cost effect to Home Owner.

Home Owner is responsible for monitoring/adjusting watering schedule to ensure newly installed material receives appropriate amount of watering and/or by adjusting sprinkler system controller as needed based on landscape designs approved by Purchaser/Home Owner.

I have read and understand these TERMS AND CONDITIONS:

____________________________ ____________________________

Purchaser / Homeowner Date

*Deposits are Non-Refundable

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor and City Council**
VIA:	**James Pennington, City Manager**
FROM:	**Jonathan N. Rorie, Community Services Director**
DATE:	**June 1, 2012**
SUBJECT:	**Recreation Administration Renovations/Remodel** **June 7, 2012 *City Council Meeting***

Recommendation:
Staff recommends that City Council authorize Pond & Company to develop the plans, specifications and bid documents for the repairs, reconfiguration, and renovation of the Recreation Administration building to facilitate its use by Fayette Senior Services. The plans would include Phase 1 and Phase II recommendations. Once plans and specifications are complete, the City would solicit bids for further consideration.

Discussion:
As requested we have had Ponds and Company provide an "Opinion of Probable Cost" breakout for the purpose defining the scope of the Recreation Administration Building renovation/remodel project. The initial cost estimate for Phase I was $493,500 (per April 16 letter from Pond & Company) and included major line items cost estimates:

	Line Item Costs
Design Costs *Calculated to not exceed 12% of total estimate for phase one or two*	$59,000 Phase One $74,000 Phases I&II
Sprinkler System *The system is a required component due to the change of occupancy from a "Business Occupancy" to an "Assembly Occupancy"*	$92,500
Structural Upgrades *The flooring will need additional support from 60 PSI to 100 PSI due to the change in occupancy*	$102,200
Drive Under Canopy Extension	$114,000
Main Level Renovations *Limited demolition, new walls, ceilings, electrical, HVAC replacements*	$184,800
Phase I Estimate	**$553,000 / $568,000 design**

Budget Impact:
Staff proposes that funding for design expenses be drawn from Facilities Authority Bond contingency.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council**

FROM: **City Manager**

DATE: **May 31, 2012**

SUBJECT: **Consider Cancellation of July 5 and July 19, 2012 City Council Meeting and Adding July 12, 2012**
June 7, 2012, Council Agenda

Recommendation:
Consider cancelling the July 5, 2012 and the July 19, 2012 City Council meeting and adding a July 12, 2012 in its place.

Discussion:
Because of the holiday and many residents' and Council member's travel schedules, I would ask that you consider cancelling the above meetings and adding a July 12 meeting to take care of City business.

Budget Impact:
None

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council**

FROM: **Council Members:**
George Dienhart
Vanessa Fleisch
Eric Imker
Kim Learnard

DATE: **May 31, 2012**

SUBJECT: **CONSIDER SALARY ADJUSTMENT OF MAYOR DONNIE O. HADDIX**
June 7, 2012 Council Agenda

Recommendation:

It is the recommendation of all 4 Council Members to consider salary adjustment of Mayor Donnie O. Haddix, effective July 1, 2012.

Budget Impact:

This recommendation would have a positive effect upon the City's budget as it would be a reimbursement of funds already expended by the City.

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

I. Call to Order

II. Pledge of Allegiance

III. Announcements, Awards, Special Recognition
Recognition of Citizens Police Academy Graduates

IV. Public Comment

V. Agenda Changes

VI. Minutes
May 1, 2012, Workshop Minutes
May 17, 2012, Regular Meeting Minutes

VII. Consent Agenda
1. Consider Alcohol License – NEW – Grand Café, 282 Highway 74
Council approval is required for new alcohol licenses

VIII. Old Agenda Items
05-12-09 Discuss Lake Peachtree Sediment Removal
Council will take public input on the options

IX. New Agenda Items
06-12-01 Discuss Request from Resident to Consider Selling a Portion of Platted Greenbelt
Resident desires to acquire approximately 515 square feet of City-owned greenbelt to allow improvements to backyard
06-12-02 Consider Bid for Tennis Center Roof Restoration
Recommendation to award bid to NTEC Systems for an amount not to exceed $174,900
06-12-03 Consider Approval of Agreement with Selective Designs for Construction of Founders Corner
Request to approve agreement with Selective Designs and to move forward with construction
06-12-04 Consider Renovation of Former Recreation Administration Building
Request to authorize Pond & Company to begin work on plans and specifications for renovation
06-12-05 Consider Cancellation of July 5 & July 19 Council Meetings & Adding July 12 Meeting
Request to cancel regular meetings for July due to holidays and vacations & add one meeting on July 12
06-12-06 Consider Salary Adjustment for Mayor Haddix
This item was requested by the 4 members of City Council

X. Council/Staff Topics
Hot Topics Update

XI. Executive Session

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

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and City Council**

VIA: **James Pennington, City Manager**

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

DATE: **June 1, 2012**

SUBJECT: **Recreation Administration Renovations/Remodel**
June 7, 2012 *City Council Meeting*

Recommendation:
Staff recommends that City Council authorize Pond & Company to develop the plans, specifications and bid documents for the repairs, reconfiguration, and renovation of the Recreation Administration building to facilitate its use by Fayette Senior Services. The plans would include Phase 1 and Phase II recommendations. Once plans and specifications are complete, the City would solicit bids for further consideration.

Discussion:
As requested we have had Ponds and Company provide an "Opinion of Probable Cost" breakout for the purpose defining the scope of the Recreation Administration Building renovation/remodel project. The initial cost estimate for Phase I was $493,500 (per April 16 letter from Pond & Company) and included major line items cost estimates:

	Line Item Costs
Design Costs *Calculated to not exceed 12% of total estimate for phase one or two*	$59,000 Phase One $74,000 Phases I&II
Sprinkler System *The system is a required component due to the change of occupancy from a "Business Occupancy" to an "Assembly Occupancy"*	$92,500
Structural Upgrades *The flooring will need additional support from 60 PSI to 100 PSI due to the change in occupancy*	$102,200
Drive Under Canopy Extension	$114,000
Main Level Renovations *Limited demolition, new walls, ceilings, electrical, HVAC replacements*	$184,800
Phase I Estimate	**$553,000 / $568,000 design**

Budget Impact:
Funding has been authorized through the Facilities Authority bond to complete the design.