

City Council of Peachtree City
Agenda
April 21, 2011
7:00 p.m.

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Announcements, Awards, Special Recognition**
 - Proclamation – Red Cross Month**
 - Proclamation – Georgia Chapter American Planning Association**
 - Proclamation – World War II Heritage Days**
 - Recognize John Dunlap for 15 Years of Service**
 - Recognize Employee of the Month – Elda Pope**
 - Recognize Supervisor of the Quarter – Nikki Vrana**
 - Acknowledge Donations to the City**
- IV. Citizen Comment**

Any member of the public attending the meeting may comment on any issue or item that is not included on the agenda. The time limit is two (2) minutes.
- V. Agenda Changes**
- VI. Minutes**
 - 2011 Retreat Minutes**
 - April 7, 2011, Regular Meeting Minutes**
- VII. Monthly Reports**
- VIII. Consent Agenda**
 - 1. Alcohol License – NEW – Flying Biscuit, 2874 Highway 54 West**

Council approval required for all new applications for an alcohol license
 - 2. Appoint Alternate to Planning Commission – Frank Destadio**

Recommendation to appoint Frank Destadio, alternate, to fill vacancy
- IX. Old Agenda Items**
- X. New Agenda Items**
 - 04-11-04 Consider Police False Alarm Ordinance**

Request to enact ordinance to help curb increasing amount of false alarms
 - 04-11-05 Consider Addendum to TruGreen Contract**

Request from Council to obtain pricing for proposed changes to TruGreen contract
 - 04-11-06 Reclassification of Position at Amphitheater/CVB**

Request to reclassify Box Office Supervisor/Staff Assistant to Events Services Coordinator
 - 04-11-07 Consider Special Encroachment Permit and Mowing & Maintenance Agreement for SR 74 S Landscape Enhancement Project**

Documents required as part of the GATEway grant program to enhance SR 74 South
- XI. Council/Staff Topics**
 - Hot Topics Update**
- XII. Executive Session**

2011 CITY COUNCIL RETREAT
MINUTES
March 25-26, 2011
Council Chambers

Friday, March 25, 8:00 a.m.

Mayor Don Haddix called the meeting to order at 8:00 a.m. Other Council Members present: Vanessa Fleisch, Eric Imker, Kim Learnard, and Doug Sturbaum.

Copies of all PowerPoint presentations are included in the meeting file.

City Manager Jim Pennington opened the Retreat with an overview of his philosophy, saying the immediate focus was strategic planning, with budget becoming the focus later. He said he had asked staff to look at the current state of affairs in their departments and discuss the challenges. Pennington continued that Council, the City Manager, and staff were a team and had to function as one. He said change was the one thing that was certain, and the expectations of the constituency were high.

Information Technology

Systems Administrator Matt Robinson noted in his presentation that 64% of the active fleet of computers was five years old or older, adding that IT was tightly integrated in just about all operations of the City.

Haddix referred to operational speed, crashes, and lock-ups, asking how that 15-30 second delay translated to the employees and whether the needed software could be supported. He said he was also interested in finding out if a voice to text program would assist in the preparation of minutes, so time would be spent proofing minutes rather than writing them. He wanted to evaluate technology in the broad context.

Learnard asked about the computers in the Library and who was responsible for them. Robinson said the City owned and maintained the hardware, noting that some of the areas were the responsibility of the Flint River system. At one time, the Library had a network specialist who maintained the Library computers, but a staff decision five years ago was made to focus on Library staffing with IT assuming the technology role, as Library staff could handle questions regarding usage. Leisure Services Director Randy Gaddo said that more of the staff hired at the Library had experience with computers, and that was working well.

Fleisch referred to discussions about using cameras to help with loss prevention in some areas, asking what locations were under consideration and whether the cameras would feed to the Police Department. Robinson said the placement would be up to Gaddo and Police Chief H.C. "Skip" Clark, and there would be a feed to one location. Recreation had cameras in place, where there had been incidents or petty theft. There were hard-to-patrol areas on the path system that could be monitored. Clark said golf cart thefts were frequent along Prime Point. A review of the footage could help the Police. Gaddo said he needed cameras to be movable, noting that they could be placed in other areas as issues were resolved. Administrative Services Director Nikki Vrana pointed out that openly discussing the locations would defeat the purpose of the cameras. Pennington agreed, adding that in another city, the cameras had actually been stolen after announcing the locations.

Imker said he would like to see the City go paperless as much as possible. Imker asked how many terabytes were managed for the back-up requirements. Robinson said two day-to-day, with the

potential of going up to 22 with the new cameras in the Police vehicles. Imker said he was unsure that all the computers older than 2007 had to be replaced in 2012. Robinson said that was based on a five-year replacement cycle, asking if there was a generally accepted standard replacement cycle. Imker said it should be easy for the City to have a five-year cycle, noting there should always be some computers with the latest applications.

Imker asked if there was a way to take staff out of the recreation league registration process and get the participants running the organizations more involved. Gaddo said staff was primarily involved in adult league registration. Imker said full-time City staff needed to be taken out of the role of doing the work for the sports organizations. Taxpayers should not pay the whole price.

Imker asked that management ask their employees if they needed a computer 100% of the time, adding that the City needed to look at sharing computers, which was an easy solution to reduce the number of computers managed by the small IT staff.

Financial Services Director Paul Salvatore said the recurring theme in the budget process was sustainability. It was a matter of reaching a point where the technology was sustainable, adding that technology permeated all the divisions. Haddix said there was a new city manager, there were a lot of challenges, and staff should be given time to dig into it.

Administrative Services/Convention & Visitors Bureau (CVB)
City Clerk – Public Information Officer/City Clerk Betsy Tyler
Tyler gave an overview of the status of the City Clerk's office.

Human Resources & Risk Management – Human Resources Administrator Ellece Brown
Human Resources Administrator Ellece Brown reported that there had been 20 investigations in areas such as discrimination, harassment, and retaliation during 2010 (Brown had been in the position since January 2010), more than expected for 240 full-time employees. She said that, in the majority of cases, training would have made a difference. Pennington agreed that this was what happened when no training was done. When the managers were trained, the numbers should drop. Haddix said that had to be laid on Council's doorstep as Council had urged the previous City Manager to cut training to save money. Vrana added that this was primarily internal training conducted by Human Resources. Without additional qualified bodies, the training situation would not improve.

Brown said the City was not a designated drug-free workplace, which required pre-employment drug testing and drug tests following work-related accidents and injuries. Imker asked the cost of a pre-employment drug test. Brown said it was \$37 per person, with an annual estimate of \$3,000 to \$5,000. Vrana added that it had been in the budget last year, but had been cut. Pennington said this was the first city he had worked in that did not have pre-employment drug screenings. Testing up front would cost the City less in the final analysis, saving money in the long-term.

Imker asked how many applications were received for each position that was filled. Brown said there were probably 25 for each position, but the problem was the quality of the applicant. Imker said the good applicants would not have a drug problem.

Sturbaum asked if the manager training could be put on online, allowing employees to do the training and receive a certificate at the end. Brown said they would like to do that. Vrana said staff had videotaped the Defensive Driving and Sexual Harassment training to show new employees. Brown said the cost was more, but it was a great investment. Robinson said the City had the technology to

put the training online. Vrana added that the live interaction for some of the training was critical, too.

Imker suggested setting aside \$8,000 for drug screening, adding that every employee should be tested in June. He said it was something they should keep in mind during the budget discussions. Vrana said the cost for random testing would be \$12,500.

Fleisch asked if the City had ever been certified as a drug-free workplace, possibly losing it after a few years of budget cuts. Brown said that, as far as she could tell, it had not.

Fire Chief Ed Eiswerth said drug screening was in the budget for the Fire Department, and it was also done after any accidents. Clark said that the Police Department had pre-employment screening. Imker said that covered approximately 140 employees, so the cost could be less to test the others. Pennington said all the divisions should be working from the same set of standards.

Brown continued that audits were also needed for I-9 forms and insurance forms. She said U.S. Customs & Immigration Enforcement (ICE) required an Employment Eligibility Verification Form I-9 for every employee. Audits were recommended so any corrections could be made. There had never been an audit. The fines ranged from \$110 to \$1,100 per form. Last year, over \$6 million in fines were collected.

Brown said an audit on eligible dependents on the insurance plans was also needed, as the City paid up to a capped amount for them. Vrana said employees would be required to bring a copy of their marriage certificate when signing up for health benefits, or birth certificates, divorce decrees, and adoption papers. Imker asked why the audits had never been done. Vrana said the people responsible for getting it done were no longer with the City. Pennington said this was one of his major focuses. All of this had a financial impact on the City. Brown said the goal was to improve and protect the City.

There was a break from 10:20 – 10:36 a.m.

Municipal Court – Court Supervisor Linda Morton, City Solicitor Marcia Moran

Imker noted that the Evidence Room at the Police Department was very well organized, but running short on space. He asked Community Development Director/City Planner David Rast if there would be any space in his area for Moran to keep records after the renovations were completed. Rast said the renovations were in progress, giving an overview of the plans for the area. Vrana added that Moran's records were either electronic or were documents, so they would not use space downstairs at City Hall. Robinson added that there was also a transition of in-car technology taking place, and Moran had problems getting what she needed from the cars that still had the older technology. Scanning had just started of some of the documents Moran needed to access. The flow of information should improve.

Imker asked how plans for a video link to Fayette County Jail on Wednesday (court day) were progressing. Clark said the technology was expensive, and the County had not come through yet on the use of Skype. Robinson said the County was not ready to use Skype, which would save the City money due to the transporting of prisoners. Vrana added it was a project for the County Clerk of Courts, and due to the recent shift in judges, it had been placed on the back burner. Imker said all the municipalities could benefit. Haddix said it was a good topic for an Association of Fayette County Governments (AFCG) meeting.

Fleisch asked if there was a trend in older people shoplifting. Moran said there was, and those cases could go to State Court since the state's first offender program could help keep the charges off an older adult's record. Moran added that, due to the economy, older adults had found themselves in new situations.

Public Information/Marketing – Public Information Officer/City Clerk Betsy Tyler

Fleisch asked Tyler what kind of photography she needed. Tyler said local scenery and more shots with people were needed, as well as local events. Fleisch said that, with the recent Camera Ready designation, there should be a good file of stock photographs for the City and the County for Amphitheater Director/CVB Executive Director Nancy Price to use, too. Price said she and Tyler needed to meet regarding several areas. Haddix agreed there should be an across-the-board selection of stock.

Peachtree City Convention & Visitors Bureau (CVB)/The Frederick Brown, Jr., Amphitheater

Learnard asked Price to quantify the subscription base at the Amphitheater. Price said that, in booking acts or talking with other venues, they could say 1,000 tickets were sold right off.

Haddix asked if there would be more tribute bands. Price said there would be a four-concert tribute series, produced by the same person who produced the Bon Jovi tribute in 2010, running from July to September, which would have lower-priced tickets.

Resident Caren Russell asked if a package of two or three shows had been considered for ticket sales. Price said staff had looked at the option of choosing three concerts for a package. It was administratively challenging, and they were looking at doing it next year.

Price reported that the City had just been designated Camera Ready, and was one of 73 selected in the state. After making the arrangements to shoot "Joyful Noise" at the Fred, staff had learned a lot and needed to refine the process. Russell asked if the scouts were based locally. Price said some were located here, and the state film office was very active.

Community Development

Community Development Director/City Planner David Rast referred to the renovation in downstairs City Hall, saying the goal was to have a space that would be called a Community Room, and it would be a place where information on site plans, concept plans, and other information would be available to the public. It would be a place to take visitors to see what the City was doing.

Economic Development – Economic Development Coordinator Joey Grisham

Imker pointed out Grisham was now the single point of contact for the City compared to the confusion before on whom to contact, and it should be clear on anything sent out by the City. He said confidentiality was a necessary requirement. Haddix said the "golden rule" of economic development was that they (the company) said how it was going to work; there could not be one single rule or process. Grisham said a lot of companies required confidentiality and usually worked through the state or Georgia Power. Every project was different. Haddix agreed with Grisham, reiterating there could not be an iron-clad process because each project was different. Fleisch said that was why it was good to have Grisham as a single point of contact. Haddix said if a company came to him asking for confidentiality and saying the process would start with the mayor, then that was how he would handle it. It would get to Grisham eventually. Imker said Haddix should be able to include Grisham in on those conversations; Grisham was the professional who should work with

the company. Haddix said there was no doubt he had to hand over a project to someone who could move it along.

There was a lunch break from 12:15 – 1:30 p.m.

Property Maintenance – Housing Official Tami Babb

Learnard asked how it was working to have two Code Enforcement officers working under the Police Department while Babb was working under Community Development, adding the question did not need to be answered that day.

Fleisch asked what the goal was of the foreclosures list. Housing Official Tami Babb said there were a lot of requests from the public regarding foreclosures and their status. Fleisch said the numbers Babb reported on foreclosures were considerably higher than numbers she had gotten from the tax assessor or the Georgia Multiple Listing Service (MLS). She continued that, after the initial notice was published in the paper, people often worked out an agreement with the bank, and the City's list gave an inflated number. Babb said there was no magic list; staff had to track everything. From what she could tell, just over one-third of the foreclosures that were published in the newspaper had been recorded. It was all public information. Haddix said a short sale might get an owner out of foreclosure, but it still damaged the home values of the neighborhood. Babb said HB 110, if approved, would put limits on a foreclosure registry and definitely benefitted banks. City Attorney Meeker said the bill had not been passed yet, but it would require waiting for 60 days before foreclosures could be registered.

Comprehensive Plan

Rast noted the City had several stand alone plans that were not always consistent, saying the goal of the Comprehensive Plan was to have one source that could be used for budgeting, facilities plans, and other areas.

Leisure Services

Fleisch asked Gaddo if staff's recommendation was to expand The Gathering Place. Gaddo said staff had not been asked, and he was reluctant to answer as that was a citizen/political decision.

Council Involvement in Programming

Gaddo noted this topic had surfaced when the Gun Show scheduled at Kedron Fieldhouse & Aquatic Center had been canceled. Gaddo said he made the decision to do so. Haddix said Kedron was a City facility, and some of the programming included hobbies and collecting. Gun and knife collecting were popular hobbies, and he had not seen any reason to exclude such a show from Kedron Fieldhouse. When a show was not promoting something illegal, and it tied in with hobbies and collecting, Haddix said Kedron should be available. The facility served the entire City, not just the neighbors. Gaddo said he felt he had made the right choice based on input from several people, noting that most of the regular programming involved more active sports. Haddix said if the focus was active sports, then there should not have been a jewelry show.

Sturbaum asked if more sports clinics were to be added to the programming at the facility. Gaddo said they were working hard to find sources.

Learnard said the issue was not whether there should be a gun show, but whose decision it was to make, asking who decided what types of shows would be held. Haddix said Council set policy and general guidelines. Vrana said she made the decision on the Gun Show along with Gaddo, and they

had not violated any policy or ordinance in doing so. Haddix said that he was looking to the future with this discussion. Kedron was a City facility and it should be for all citizens. It seemed like an artificial standard had been put in place. Learnard asked if all the shows should be brought to Council for approval. Haddix said, if a show was legal and would bring in revenue, it should be held. Gaddo said there had been a lot that had gone on over time at Kedron, particularly with the neighboring subdivisions. He felt the potential for negativity had not been worth the potential revenue. Haddix said that, by saying no, there had been negativity in the opposite direction. Gaddo said he understood, but the next week a gun had accidentally discharged at a show held in the western United States, which validated the decision in his mind. Haddix said he had been a pistol coach, and shooting was one of the safest sports with the lowest insurance rates.

Sturbaum asked if any weight-lifting events had been held at the fieldhouse. Gaddo said they had and had turned out well.

Fleisch told Gaddo she trusted his judgment on this decision, making the decision he felt was best. Imker added that he appreciated Gaddo's efforts to find another venue to hold the show.

Pennington said he, Gaddo, and Meeker would discuss the issue. There were some liability issues to be considered, adding that the issue would not go off the radar.

There was a break from 3:35 – 4:47 p.m.

Public Works

Public Works Director Mark Caspar gave an overview of Public Works and the Stormwater Utility.

Learnard asked if road paving was contracted out. Caspar said it was, adding the smaller-sized patches and crack sealing in residential neighborhoods were done by the City. He said the purpose of the street crew was to keep the good roads good longer. Vehicular bridges in the City were assessed by the Department of Transportation (DOT) every two years, and most of the bridges were in good condition. The DOT considered anything with a span of over 20 feet as a bridge, including culverts. Maintenance was needed on some. Caspar added that the cart path system's bridges and tunnels had never been assessed.

Caspar said there were approximately 2,600 catch basins and 60 miles of pipe in the stormwater systems. They were using a zone approach for cleaning the system, cleaning the older infrastructure first. Haddix asked if there was an estimate on how many metal pipes needing repair could be done with a sleeve fit as opposed to a complete replacement. Caspar said the question was whether to open trench a pipe or sleeve it. A pipe failing underneath the cart path was fairly easy to fix compared to a pipe 15 feet under the ground that might fail in the next five years, but a sleeve might prevent the failure. Another factor to consider was whether residents would be isolated from their homes if a pipe failed. Caspar said it was not just age and condition that were a factor, but also the environment in which it was located.

Learnard asked what made the City in compliance with the Clean Water Act. Caspar said the City was doing all the Best Management Practices outlined in the Notice of Intent on an annual basis, which meant it was in compliance. A report was due by January 31 of each year.

Imker asked if the Peachtree City Water and Sewer Authority (WASA) used the Geographic Information System (GIS). Robinson said they did. Imker said that, with the duplication of billing

and other efforts and experienced employees, the City could save \$1 million a year if WASA consolidated with the City. He said he would address it more during budget discussions.

Caspar said he had moved the management of the Stormwater Utility contracts to Ken Williams, the outsourcing contract manager. It was the final year of the TruGreen contract, and there were several proposed changes if the agreement were to be renewed, adding that there were areas of the agreement that needed to be more specific. Caspar said they also recommended removing the litter portion of the agreement and giving that to Keep Peachtree City Beautiful (KPTCB). Fleisch asked how much TruGreen was paid for litter pick-up. Caspar said he believed it was \$300 per month. Fleisch asked if that funding could be paid to KPTCB. Caspar said it could be added to the City's agreement with KPTCB. Meeker said the City would need to send a notice of termination of the existing agreement to ensure the dates were correct.

Imker said he would like to add cart path clearing and tree trimming to the contract, pointing out pine needles caused only a few feet of the path to be visible in some area and noting there were problems with trees and shrubs along the paths. Caspar said that work was done in-house, so it would be an addition to the contract. Imker asked to have the item placed on the April 17 Council meeting agenda as a change order.

The meeting adjourned at 5:17 p.m.

Saturday, March 26, 8:00 a.m.

Mayor Don Haddix called the meeting to order at 8:00 a.m. Other Council Members present: Vanessa Fleisch, Eric Imker, Kim Learnard, and Doug Sturbaum.

Fire Department

Fire Chief Ed Eiswerth reported that the new Insurance Services Office (ISO) standards followed the National Fire Protection Association (NFPA) 1710 standards, making compliance for higher ratings easier to obtain since the Department had been following both standards for several years.

Imker asked if there was a way to determine the average savings for homeowners if the ISO rating were to go from a 3 to a 2. Eiswerth said that staff had searched for that, but nothing was published. A survey of insurance companies would have to be conducted. Imker said that could be important information as an increase in the millage rate to cover what was needed by the Fire Department could be offset by a savings in insurance. Eiswerth said there would be some savings, but it depended on the insurance company. Vrana added that the rate calculation included other things such as personal credit history, so it was very difficult to determine the average savings. Eiswerth said that a better ISO rating would also help the commercial, retail, and industrial property owners. Pennington added that was normally where the real savings would be seen.

Imker asked what the role of Council was in the Emergency Operations Center (EOC). Eiswerth said Council's help was needed in making strategic decisions and to be the interface with the community, so the residents would know the City was still operating. Imker said he would like to participate in a drill. Eiswerth said there would be an exercise in the next 60-90 days. Haddix pointed out that the computers in the EOC needed to be dependable, adding they were not during the last drill that was held, and they had to be dependable during a disaster.

Imker recalled that Council had approved a stipend increase for the volunteer firefighters in December 2009, with the intent to keep the number of firefighters on a call from going down.

Eiswerth said that, while the amount of money an individual received increased, the line item did not, and the money ran out.

Eiswerth pointed out that 34% of the Emergency Medical Service (EMS) calls were for 10% of the population, seniors over the age of 65. Fleisch asked if one station received more EMS calls than another. Eiswerth said Station 84 (Satterthwaite) received the fewest calls, but there was only a 5% to 7% difference between all the stations. Haddix said it seemed as though there had been a large increase in the number of sirens he heard. Eiswerth said that the Department was running 12% more calls this year compared to this time last year. If things stayed on track for the rest of the year, there would be a 26% increase in calls over two years.

Imker asked if there were two firefighters per apparatus with the volunteers. Eiswerth said it depended on whether the volunteers were on duty or not. Imker asked about the additional firefighters hired with the Staffing for Adequate Fire and Emergency Response (SAFER) grant, saying he thought the requirement for two firefighters was being met all the time with the help of the volunteers. Eiswerth said sometimes it was met, sometimes there were more than two firefighters, and other times there were not. Some volunteers signed up early for shifts, but they were not required to do so. Some of the volunteers planned ahead, scheduling their time, while others might just show up, which Eiswerth did not want to discourage. The shift commander would know how many were on duty. Eiswerth said the volunteers saved the Department \$500,000 – \$700,000 per year.

Police Department

Police Chief H.C. "Skip" Clark confirmed that the Department was fully staffed as of January.

Imker asked why two Code Enforcement officers were moved to the Police Department. Clark said it had not been his decision, but he had understood that working with law enforcement fit better with what the Code Enforcement officers did. Rast said the Police and Code Enforcement could issue Notices of Violation and citations. All three Code Enforcement officers were certified, and Tami Babb had been designated as the Housing Code Officer, responsible for enforcing the International Property Code. Molly Drennen and Tim Maret enforced the municipal code, zoning ordinance, and land development ordinance. They worked together very well, but Babb's position focused on property rehabilitation, while Drennen and Maret focused on the other codes.

Imker noted there had been an increase in Code Enforcement citations (68 issued in 2010 compared to 35 in 2009), pointing out the increase was probably due to stopping the multiple warnings that had been issued in the past. Clark said the focus was still on getting the problem corrected. Property owners were given 48 hours to fix the issue, and if they did not, they were cited unless there was an extenuating circumstance. In most cases, the property owners complied, which was the goal. Haddix said it was always better for the enforcement to have "teeth."

Learnard noted that there were a number of citations for Occupational Tax required. Vrana said the penalties for non-renewal of the Occupational tax went into effect in May. A list of the businesses that had not renewed would be turned over to Code Enforcement in May. At one time, Code Enforcement called the businesses and reminded them first. Now, the businesses received citations. Clark added that the businesses were sent notices that they were out of compliance before May. The notices had not worked, so as the enforcement arm, citations were issued. If the business had closed, then the owner was notified of the requirement to notify the City.

Clark said five true gangs had been identified with members of some level in the City, and eight of the 47 incidents of graffiti in 2010 were affiliated with gangs. The issue had reached down to the middle school level. Pennington said this was a national trend, reaching down into middle school. Middle school students used to be wannabes. The City was on the low end of gang activity, but it was still here. Clark said the City could not hide from it.

Sturbaum asked if there was any information regarding gang symbols so people could identify them. Clark said he did not want to identify specific symbols because they did not need wannabes duplicating them. He added that Tony Whitley from the IT Department had worked with Fayette County to develop a website, www.fayettegangs.org.

There was a break from 9:48 – 10:00 a.m.

Financial Services

Financial Services Director Paul Salvatore went over the budget calendar for FY 2011-12, adding that part of the process included training staff on the new budget software. He said a 6% decrease in the property tax digest was expected based on the preliminary information he had received.

Recreation Special Purpose Funds (Fenced Accounts)

Learnard asked who decided whether additional fees (\$5 per participant per season) were charged for the use of recreation facilities by the sports associations. Salvatore said that had been a Council decision in May 2004, and the money was to be used for maintenance at the facility used by the particular sport. Salvatore said it was philosophical decision whether Council decided to keep the fenced accounts and budget less in General Fund for maintenance and operating costs for the facilities or keep the fees in the General Fund, which provided more flexibility on the use of the funds. There could be a misconception that the facilities were not getting their fair shares if the fees went into the General Fund.

Fleisch clarified that the fenced accounts were user fees. Salvatore confirmed that. He said the associations also provided volunteer labor, estimated at \$10.95 per hour, which was valued at approximately \$100,000 per year, as well as providing other improvements from their own funds.

Imker asked if, at any point, the City accepted any funds from the associations as a gift. Salvatore said there were some donations, adding that some donations could create an ongoing maintenance expense. Gaddo said that, over the last three years, the fees would have been used for larger capital items, but as the budget was reduced, the association funds had gone to regular maintenance and operation costs. Salvatore added that the fenced accounts were originally set up for "nice to have" items and the funds were now used for maintenance. He pointed out that funds from the fenced accounts were used to pay for the treatment of the recent infestation of army worms. Salvatore said staff needed direction from Council on whether to keep the accounts as they were or to put the fees into the General Fund.

Learnard asked for a copy of this presentation.

Imker said he would rather see the issue discussed at a regular Council meeting with representatives from all the associations in attendance. He also wanted the opportunity to discuss other ideas with Salvatore and Gaddo. Imker said he also wanted a recommendation from the Leisure Services Commission, noting they met on the third Monday and Council met on the third Thursday. Haddix

agreed the discussion needed to be held with the public in attendance. Everyone needed to be represented and all sides needed to participate in the discussion.

Pennington said there were many items that would lead to future discussions. Getting into specific details would come as part of the process.

Bill Quarles, Girls Softball Association, said there was no City involvement in their tournaments as their volunteers prepared the fields and cleaned up after the tournaments. It was revenue to the City with no real offsetting cost. Meade Field was not a first-rate facility. Their association was using the fenced account, and they were buying dirt, repairing fences, and performing other upkeep for normal wear and tear. The money was used to keep the fields functional. Salvatore said his understanding was there was a financial impact to the City post-tournament.

Randy Logan, Youth Soccer Association, said the fenced accounts had worked very well. They had used the money to repair the fencing and the fields, adding that many people used the fields, not just the associations. The system was not broken and worked well for everyone.

Fleisch asked how many fields were taken care of for \$617,000 per year. Gaddo said approximately 50. Pennington said that, until everything was charted to see the layers of who did what and when, it was very confusing. He said they wanted to show there had been a discussion of the pros and cons.

Gaddo clarified that Leisure Services met on April 18, and Council wanted the fenced accounts on the April 21 meeting. Imker said he hoped that would happen. Haddix said Council should let Pennington take the lead on this and look at it with staff first.

2011 Resident Survey Results

Tyler gave Council a brief overview of the results of the 2011 resident survey, noting there had been 1,936 responses (14% of households) compared to 1,619 in 2010.

Council was surprised that 595 respondents who had curbside garbage service did not have curbside recycling. Tyler said 22% of those respondents recycled somewhere else, 18% believed it cost extra, 15% were unaware of the program, 5% believed they had to sort the items, and 5% believed the recyclables were dumped with the regular garbage. Keep Peachtree City Beautiful Director Al Yougel said there were signs that told residents that curbside recycling was available at no cost located at the Recycling Centers on Rockaway Road and McIntosh Trail. For some people, it was a habit to bring their recyclables to the centers. Imker and Learnard asked that the information on curbside recycling be sent out again, using the word "free."

Imker asked how the answers regarding roadway maintenance compared to other years. Tyler said the question had changed enough that it would be difficult to determine. Imker said the numbers did not need to be exact, just a trend, so Council could understand what was going on. Haddix said the City had always gotten complaints, and the percentages seemed about the same. Imker asked Tyler to go back to 2008, before the crews were let go, to see what the trends were.

Per the survey results, 46.4% of the respondents were either very satisfied or somewhat satisfied with the mowing of the recreation fields. Gaddo said the standards for the fields were very stringent, noting the fields could have been mowed to the standard, then there could be a couple of days of rain before a game was played, so the fields would not meet the desired standard.

Learnard referred to the statistics for the question on winter pool availability, and Tyler noted that 65.2% of the total felt it was either very or somewhat important, 59.4% with the head of household 55 and over felt it was very or somewhat important, and 75.7% of the families with children felt having a winter pool was very or somewhat important. Learnard asked if it made sense to have a screening question, asking if the respondent used the facility first.

Sturbaum referred to the questions on usage of the path system, noting that if 1,036 respondents accounted for removing 450,000 car trips from City roads per year, then the 11,000 registered golf carts removed three million trips, clearly making golf carts and the path system an alternate transportation system that should be included in HB 277. He said that was good statistical data that could be used.

Imker noted that path patrols had almost doubled from 2009 to 2010. He asked Clark if the Police would patrol the path system more in 2011. Clark said the goal was to increase the hours every year.

Haddix said the maintenance of subdivision entrances had been taken out of the budget in 2008 due to the cost, which also skewed a lot of the perception about TruGreen.

Learnard pointed out that 62.8% of the respondents had no children in their household, asking how that compared to the City's demographics. Tyler said it seemed high, and it might be a matter of time available to answer the survey questions for those residents that had children. Based on what she remembered of the 2000 survey, the numbers were about 5% off. Fleisch added that 80% of the respondents were over the age of 45, so the results were skewed anyway. Imker thought the respondents would be younger because the survey was online. Haddix said he did not find the results skewed, as seniors were the City's largest demographic, and the number of students in the school system was going down. Learnard said the respondents were generally older, and 55% of them opposed The Gathering Place expansion. Pennington noted they were dealing with anecdotal information, rather than empirical data, but the results gave a picture. The cost for collecting empirical data was significant.

Wrap Up

Pennington said he was very excited about what he had heard. If he was getting a good picture, then the residents should also be getting one. There was a lot of work to do, but he felt they could come up with a workable plan.

The meeting adjourned at 11:16 a.m.

Pamela Dufresne, Deputy City Clerk

Don Haddix, Mayor

City Council of Peachtree City
Minutes of Meeting
April 7, 2011

The City Council of Peachtree City met Thursday, April 7, 2011, in the City Hall Council Chambers. Mayor Don Haddix called the meeting to order at 7:00 p.m. Council Members present: Vanessa Fleisch, Erik Imker, Kim Learnard, and Doug Sturbaum.

Announcements

Mayor Haddix introduced Jim Pennington, the new City Manager.

Minutes

Learnard moved to approve the March 3, 2011, special called meeting minutes as written and the March 17, 2011, regular meeting minutes with one change as noted on page 8. Fleisch seconded. The motion carried unanimously.

Consent Agenda

- 1. Consider Stormwater Drainage Easements**
- 2. Consider Right-of-Entry Agreement**
- 3. Consider Appointment to Development Authority – Dan Adams**

Haddix noted there was an additional document on the dais – the memo regarding the recommendation of Dan Adams.

Imker moved to remove Consent Agenda item 2 for more discussion. Learnard seconded. The motion carried unanimously.

Learnard moved to approve Consent Agenda items 1 and 3. Fleisch seconded. The motion carried unanimously.

2. Consider Right-of-Entry Agreement

Imker said the item dealt with a stormwater survey and other engineering issues in the Wal-mart area. He was confused by where the funds would come from and the amount, asking whether the bond amount of \$266,000 was for the entire project and if the costs for the survey were separate. He also asked whether the funds would come from the engineering budget or the stormwater budget.

Public Services Director/Stormwater Manager Mark Caspar said the engineering budget reference was an inadvertent mistake. The funds would come from the engineering part of the project's line item in the stormwater budget, and the work was part of the stormwater utility bond. Imker clarified that \$266,000 of the bond funds would cover all the work. Caspar said that was correct. The portion under discussion was just part of the preliminary work, which was the upfront survey. A hydraulic analysis and conceptual plan needed to be done. The project would be bid out after the final plan was completed, and Council would be asked to award the bid.

City Attorney Ted Meeker clarified that the Stormwater Utility's bond was for \$3 to \$4 million, but the project was included and proceeds from that bond were towards all phases of the project.

Imker moved to approve Consent Agenda item 2. Fleisch seconded. The motion carried 5-0.

New Agenda Items

**04-11-01 Public Hearing – Consider Amendments to Outdoor Display Ordinance
Regulating the Use of Walking Advertising**

Community Development Director/City Planner David Rast said the proposed amendment was to Section 908.7 of the zoning ordinance, regulating the use of hand-held signs and costumes. Staff had been working on the ordinance since Council first requested changes in 2009. Staff worked with the City Attorney to come up with guidelines. They had researched the ordinances in other jurisdictions, and workshops had been held, as well as a public hearing before the Planning Commission. At first, an outright ban had been considered. After the workshops, the Planning Commission felt they should come up with a way to allow hand-held signage and walking advertising on a regulated basis, and the Commissioners had recommended that be done through the use of a temporary special events permit.

Rast continued that the elements of a temporary special events permit would allow businesses to use this type of advertising several times a year, and the components of the permit would include an application (which would include a copy of the signage), approval of the property owner, a fee of \$25, a limit on the sign size to six square feet total (would include language on where to hold, could draw attention to the particular property), location (could not stand within City, County or state-owned right-of-way and at least 25 feet from the edge of pavement), timeframe (permit valid for no more than five consecutive days with at least 30 consecutive days between permits, limited to four per calendar), number of permits (limited to one permit per individual), and non-profit organizations. Rast said the Planning Commission felt walking advertising should not be allowed for one group and not another, so the restrictions would be the same for non-profit organizations. Rast said that, while the Planning Commission recommended approval of ordinance regulating the signage, a proposed ordinance with language banning the signage had also been provided for Council's consideration.

The public hearing opened.

Debbie Sanders, owner of the Picnic Basket and Curves on Kelly Drive, said the signage meant the difference between her restaurant being open or not. She noted that many of the people who supported her were unable to attend the meeting since it was Spring Break. If the use of walking signs had been abused over the last two years, she would support restrictions, but there were really two businesses utilizing that type of advertising in the City, the We Buy Gold store and herself. The proposed regulated use would be the same as a ban for her, since her property was located at Dividend Drive/Kelly Drive, and her advertiser stood on SR 74. Sanders said she had permission from another business for her advertiser to stand on their property, which faced SR 74. It was the only way people knew where her business was located. Sanders said advertising in all the different venues in the City cost, at a minimum, approximately \$400 per month. That advertising also did not reach the majority of people who ate lunch in the City, as they might live

in Fayetteville, or Newnan. The walking sign on SR 74 was a reminder. She attributed 45% of her daily customers to seeing the sign on SR 74. She asked everyone who came in how they heard about the restaurant. Word of mouth was not enough. She had done her advertising in "The Savvy Shopper" and the other pieces that were mailed to residents. Sanders referred to three other restaurants whose owners had come to the meetings in the beginning, noting they were all closed now. She said 18 months ago she had used a walking sign to advertise for Curves, and 30 new people came in the first week. Having the walking sign on Dividend or Kelly would not do much good either. Businesses should at least have the opportunity to promote themselves in a way that cut through the clutter of print advertising. She did not understand why Council did not support small business or free speech.

Lori Peters said she was not a business owner, but came to the meeting to support small businesses. The economy was different than it had been when the City was conceived. Businesses today needed all the help they could get. Ninety percent of purchases were impulse purchases, and businesses relied on impulse purchases. The economy was in trouble, and no one was giving any assistance. Commercial rental rates were still exorbitant. She said everyone should work together to help the small businesses, which would provide sales tax revenue. The community should be reliant on one another instead of being so restrictive on how things looked. The money made by the people walking with the signs could mean food on their table.

Jim Savage noted that no one had spoken in support of the ordinance, asking where the need to regulate the walking signs came from. He said he did not find the Picnic Basket or the We Buy Gold signs offensive. It seemed Council was going down the same road as banning gas golf carts. They might be trying to pass an ordinance in search of a problem.

Mike Healy, owner of Mike & C's, said that, without visibility, he guaranteed the Picnic Basket would be closed in a year if the walking signs were taken away. The signage had proven to be a successful marketing medium. He suggested grandfathering the existing businesses in the City and taking it away from the future businesses. Healy asked Council not to change the game in the middle of the fourth quarter. The economy was not good, and gas was approaching the \$4 level again. Council needed to work with small businesses. Healy noted there was no mention of political candidates running for office, which had proven to be effective. If they took it away from the businesses, then it must be taken away from politicians as well. Healy noted that he could put up a banner at his business for seven days once a quarter, and there was a government agency located a mile from his business that had had a banner up for a long time.

The public hearing closed.

Haddix said he had been a small business owner for 20 years, and he understood their concerns. He had been a City resident for 24 years, understanding that one of the major forces that attracted people to the City was the sign ordinance. It was a dilemma. Animated/flashing signs were not allowed, nor were portable signs put in the right-of-way. Nothing was more animated than a human being waving a sign around. It was in direct conflict with the City's sign ordinance. He understood that the partial ban proposed was a complete ban for Sanders' business. He had gotten a lot of complaints about signs, and most of the complaints were about Sanders' sign.

Sanders asked why the people who were opposed to the signs were not at the meeting. Haddix said he could not answer that, but there were more than two businesses using the signs. A business from Tyrone had used walking signs in the City. They could be like Fayetteville with balloons and little signs on the side of the road. He asked whether the City should back off of other portions of the sign ordinance. The point was what they wanted the City to be on the signage side, which had been a major plus for the City. He understood all the components on the business side, but the decision was whether Council wanted to back away from the principles that made Peachtree City great for 50 years on the signage side. The City had never allowed animated signage in the right-of-ways, and they had to decide whether to plug the loophole or walk away from the rest of the sign ordinance.

Learnard said her personal preference was an outright ban. There was a certain spirit in the City. Now there might be two to five businesses, but a year from now, there could be 10 times that many, so Council had to keep an eye on the future. She assured those attending the meeting that no one was taking the issue lightly, and staff, the City Attorney, and the Planning Commission had spent countless hours on the issue. She said she would support the compromise.

Fleisch asked Meeker what the difference was with politicians who stood on the roadside. Meeker said that, under state law, the City could not really touch political signs, with the exception of restricting them from the right-of-way. There had been an outright ban years ago that led to complaints from the real estate industry about being able to show where property was located. More protection was given to political speech than commercial. The General Assembly passed a law that handcuffed what cities could do on political signage. In terms of grandfathering, it could be problematic from a regulatory standpoint and could be difficult when trying to determine whether a citation could be issued or not.

Sturbaum asked Healy what building he was referring to when he mentioned the banner. Healy said it was the Water & Sewerage Authority building. Meeker said he was not aware of any exemption that would allow the banner to stay up, but he would discuss it with staff.

Imker said his mindset had been to go along with the Planning Commission's recommendation, but after listening to the discussion, there might be other alternatives. He said it should be easy to take care of someone from another city using walking signs in the City with an ordinance change that could be taken care of at another time. He said Council needed to make sure it was done right, so whether the decision was that night or later would not make much of a difference. He suggested taking extra time to poll the businesses to see how many would use walking signs, asking if the ordinance could cap the number allowed to use them at one time. Meeker said he did not think that could be done, but he wanted to confirm it. Imker said the staff in Community Development could survey the businesses to find out how many were intent on using walking signs. If there were 20 to 30 businesses that wanted to do it, then there would be a problem with the image that would be created. He wanted to support the businesses, asking the other Council Members if they would consider a 30- to 60-day delay. Learnard asked what would happen during that time. Imker said staff would poll the businesses, get the information back to Council, then address the issue at a future meeting.

Sturbaum said he had concerns about safety and aesthetics. He also had concerns about non-profits. Sturbaum said he was more than willing to give time to allow a more in-depth look at the issue based on what they had heard from local businesses, and two to four weeks longer would not do any harm. Fleisch asked what made people think there would be a proliferation of the signs if there were only a handful of signs now, but agreed the future that was her real concern.

Haddix said that, from personal observation, he was seeing more of the walking signs in other cities. They had to get them off the rights-of-way, which pushed them onto personal property, meaning they needed permission from those property owners. Industrial companies would not give permission for that. There would be issues with enforcement. He said he would like to find a way around the limitation for non-profits, but there were people who would find a way around that. He still supported a total ban, but was willing to look at feasible ways to help non-profits.

Imker suggested postponing the decision until the first meeting in May to give staff time to poll the businesses and the City Attorney time to see if the number of signs and locations could be limited. Sturbaum said he also wanted information on the person with an extended reach and property ownership versus individual tenants. Imker said there should also be something in the ordinance allowing only businesses located in the City to use that type of advertising, as well as differentiating the non-profits without getting into legal trouble. Imker noted this was the first time he had seen the ordinance as part of the voting body, and he was not in a hurry to see someone go out of business because of a rash decision. Imker said there was some confusion about businesses from other cities using hand-held signage in the City. Haddix said that was addressed in the ordinance. Rast said that, in the proposed ordinance, the use of hand-held signs would be limited to the property where the business being advertised was located. Imker said there were still several items for staff to look at.

Pennington said this was not new, and many cities had already dealt with the issues. There were model ordinances out there, and the proposed ordinance was somewhat of compromise. Others handled non-profits differently. Surveys were not always successful tools. Most of this issue had been generated by citizen complaints, which would not go away until there was something on the books. There was no problem putting off Council's decision. There might be loopholes to plug or unplug. He said staff should be able to come back with something in a few weeks. The issue was something that needed to come to a conclusion one way or the other. It was not the best economy, but the City and its appearance and quality of life had to be protected. Staff would look for alternatives, possibly doing a sample survey.

Haddix said the signs had to be removed from the rights-of-way, and non-profit organizations had to be addressed. Learnard said both those issues had been addressed in the recommended ordinance; her position had not changed. She was ready to vote on the compromise, which she felt was hard-earned and reasonable. If the majority wanted to give staff more time, she would support them. Pennington said the proposed ordinance mirrored at least three other cities he had worked in. Learnard said the walking signs were a trend that would continue and proliferate, adding that restrictions were needed.

Rast said Economic Development Coordinator Joey Grisham was finalizing a survey to business owners that would go out soon, suggesting a question about walking signs be added to that survey. Learnard asked if the question would be whether the businesses currently used or intended to use hand-held walking signs to advertise. Imker said that had been his intent. Rast said it would be to that effect. Imker said if they found 30 businesses were considering the signage, then his decision would be made.

Fleisch said the fact that the proposed ordinance mirrored other cities was good. The compromise had been better than an outright ban. She did not like some of the walking signs, but it was a balance of the property and business owners. She was not sure what the survey would do. Her concern was that the survey would not make the proposed compromise any better. Meeker suggested that, since the survey would go out the next week, Council continue the item until the second meeting in May to allow time for the surveys to be returned.

Haddix asked if staff felt more guidance was needed. Meeker read the list of items to address: whether the number of permits issued at one time could be restricted, what existing businesses felt about the walking signs, and whether out-of-City businesses would be allowed to advertise within the City. Sturbaum asked for information on location and property owners, on-premises versus off-premises.

Imker clarified he did support walking signs, but it was the first time he had been able to make a decision on the matter. He moved to readdress the issue on May 19. Sturbaum seconded. The motion carried unanimously.

04-11-02 Consider Bid – Sealing of City Hall

City Engineer Dave Borkowski said staff recommended awarding the bid for the recoating of City Hall to Engineered Restorations for an amount not to exceed \$54,476. He continued that the type of architectural block used in the building must be recoated every so many years to prevent moisture from intruding into the building. Engineered Restorations was the lowest most responsive bid. The company had been used before on other projects in the City. There was still a question as to whether the building would need to be primed first. If it did not, then \$43,794 would be the cost of the project. He added that \$76,489 had been budgeted for the project in the 2009 Bricks & Mortar loan.

Haddix asked how overdue the building was for the coating. Borkowski said he was unsure. The original coating had been good for five years, and he did not know when that was put on. The product that would be used this time was better, with a 10-year warranty.

Fleisch asked when the Library was due to be sealed. Leisure Services Director Randy Gaddo said it would be included in the FY 2012 budget requests. Fleisch asked if it should be considered at this time if there was a price break. Financial Services Director Paul Salvatore said the vendor had been asked if there would be a price break for both buildings, and the vendor had said there would not. The only cost that might be avoided was the mobilization cost, which was a minor charge. Salvatore believed the last time the sealing had been done was in 2005. Prior to

that, there had been a lot of damage, adding that all the walls in Council Chambers had to be replaced due to mold.

Sturbaum moved to approve the bid from Engineered Restorations in the amount not to exceed \$54,476. Fleisch seconded. Imker noted there would be \$22,000 left, asking if there was an estimate on the cost for sealing the Library at the same time. Salvatore said the Library had twice as much surface area as City Hall, so the estimate was approximately \$100,000. The motion carried unanimously.

**04-11-03 Consider Entering into Memorandum of Agreement for GATEway Grant
Landscape Project for SR 74 South**

Rast said the Memorandum of Agreement (MOA) was for the Georgia Transportation Enhancement (GATEway) grant for SR 74 South the City received a few years ago. The revised drawings had been sent to the Department of Transportation (DOT), and staff was waiting for the special encroachment permit to get the project out to bid. The MOA was part of the paperwork that had to be provided to the state. The MOA allowed the City to expend funds for the project. Once the special encroachment permit was returned, the City would enter into a mowing and maintenance agreement as had been done for the other state highways, which would be returned to DOT and attached to the MOA.

Sturbaum noted there was nothing in the agreement for Appendix A or B. Rast said they were both blank. Appendix A would be the special encroachment permit, and Appendix B would be the mowing and maintenance agreement.

Fleisch referred to the landscaping on SR 54, in front of Westminster Cemetery, adding that there seemed to be some issues with it. Rast said the one-year inspection was scheduled the next week, and the plant materials were still under warranty. All material that had not survived should be replaced.

Learnard moved to authorize the Mayor to sign the MOA for the GATEway grant project and authorize staff to submit the information to the DOT. Sturbaum seconded. The motion carried unanimously.

Council/Staff Topics

Imker said he was concerned about the interest earned on the cash reserves, noting that less than \$50,000 would be earned this year on \$6 to \$8 million. He said a lot of that was due to the investment duration, which was one year. The amount could easily be doubled or tripled if the investment was for longer than one year. Imker referred to CAR 9-3, noting that the policy referred to one-year durations. He asked staff to come back with a recommendation to change the investment times, adding that not all of the funds would be invested for two years. The simple change could increase the interest earnings to \$150,000. Staff could continue to ladder the investments, which was a standard investment strategy. He asked that staff bring back a recommendation with the pros and cons.

Fleisch asked about the progress on the storm clean-up and information on the May 7 clean-up day. Caspar said if they knew severe weather was coming, they made sure they were ready to go. There had been a lot of limbs down and cart path blockages. They were still working on the clean-up. Cart Path Clean-up Day was May 7. Fourteen zones around the City had been identified. They wanted to get everyone involved, and anyone interested in participating should call Public Works. It was the same weekend as the annual Spring Cleanup at the Recycling Center.

Jim Savage reported that he would serve as the interim airport manager at Atlanta Regional Airport – Falcon Field, and Bryan LeBreque, the alternate to the Peachtree City Airport Authority (PCAA), would serve as the airport director on a part-time basis while the PCAA searched for a new director. Savage apologized for the mix-up on April 6 for the Fallen Soldier event. He continued that, as late as Tuesday morning, the impression had been it would be a very low-key event, and it had turned into a big event that had grown rapidly. They had not properly advised the PCAA or Mayor and Council, and Savage assured Council things would be handled better next time.

Sturbaum moved to reconvene in executive session for pending or threatened litigation at 8:17 p.m. Fleisch seconded. The motion carried unanimously.

Fleisch moved to reconvene in regular session at 9:00 p.m. Learnard seconded. The motion carried unanimously.

Fleisch moved to deny the claim of the Sullivan family as such claim was presented. Imker seconded. The motion carried 5-0.

There being no further business to discuss, Sturbaum moved to adjourn. Learnard seconded. The motion carried unanimously. The meeting adjourned at 9:02 p.m.

Pamela Dufresne, Deputy City Clerk

Don Haddix, Mayor

2011 City Event Calendar

<u>April</u>	<u>May</u>	<u>June</u>
4/21 – City Council Meeting, 7 pm 4/30 – Relay for Life Kenny G @ The Fred	5/3 – Council Workshop (Tentative), 6:30 5/5 – City Council Meeting, 7 pm 5/7&8 – Spring Cleanup at the PTC Recycling Center Great PTC Path Cleanup – 9-noon, citywide Touch-A-Truck 5/14 – Creedence Clearwater Revisited @ The Fred 5/19 – City Council Meeting, 7 pm 5/30 – Memorial Day, City Offices Closed	6/2 – City Council Meeting, 7 pm 6/7 – Council Workshop (Tentative), 6:30 6/16 – City Council Meeting, 7 pm 6/18 – Jo Dee Messina @ The Fred
<u>July</u>	<u>August</u>	<u>September</u>
7/4 – Independence Day – City Offices Closed - Parade, Fireworks 7/5 – Council Workshop (Tentative), 6:30 7/7 – City Council Meeting, 7 pm 7/16 – Kool & the Gang @ The Fred 7/21 – City Council Meeting, 7 pm	8/2 – Council Workshop (Tentative), 6:30 8/4 – City Council Meeting, 7 pm 8/5 – TBA Concert @ The Fred 8/18 – City Council Meeting, 7 pm 8/20 – 10,000 Maniacs/Edwin McCain @ The Fred	9/1 – City Council Meeting, 7 pm 9/5 – Labor Day – City Offices Closed 9/6 – Council Workshop (Tentative), 6:30 9/15 – City Council Meeting, 7 pm
<u>October</u>	<u>November</u>	<u>December</u>
10/4 – Council Workshop (Tentative), 6:30 10/6 – City Council Meeting, 7 pm 10/20 – City Council Meeting, 7 pm 10/31 – Halloween	11/1 – Council Workshop (Tentative), 6:30 11/3 – City Council Meeting, 7 pm 11/17 – City Council Meeting, 7 pm 11/24 & 25 – Thanksgiving Holiday, City Offices Closed	12/1 – City Council Meeting, 7 pm 12/6 – Council Workshop (Tentative), 6:30 12/15 – City Council Meeting, 7 pm 12/23 & 26 – Christmas Holiday, City Offices Closed <i>(City offices will be closed on Monday, January 2, for the New Year's holiday)</i>

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

Updated 4/14/2011

City Council Monthly Report

As of: 04/14

DEPARTMENT: COMMUNITY DEVELOPMENT
SUPERVISOR: DAVID RAST

FISCAL YEAR: 2011
CREATOR: KATHY THOMAS

MONTH:	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
--------	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----

BUILDING DEPARTMENT												
RESIDENTIAL BUILDING PERMITS												
Single Family Units:	1	0	1	1	2	0						
Single Family C.O.'s	4	0	4	0	3	1						
Multi Family Units:	0	0	0	0	0	0						
Multi Family C.O.'s	0	0	0	0	0	0						
Miscellaneous*:	27	25	14	15	18	55						
INSPECTIONS:	154	135	123	67	157	177						

NON-RESIDENTIAL BUILDING PERMITS												
New Construction:	0	0	0	1	1	0						
Non-Residential C.O.'s	2	7	4	6	2	4						
Expansion/Renovation/Tenant Finish:	15	13	3	2	6	8						
Miscellaneous*:	0	1	0	0	0	0						
INSPECTIONS:	82	108	84	70	76	87						

DEVELOPMENT PERMITS	2	0	2	1	0	0						
POPULATION ESTIMATE^	36,811	36,811	38,627	38,627	38,640	38,642	38,642	38,642	38,642	38,642	38,642	38,642
BUILDING PERMIT FEES	\$35,243	\$40,721	\$8,266	\$20,152	\$16,784	\$19,391						

PLANNING DEPARTMENT												
Sign Permits:	\$430	\$255	\$500	\$200	\$400	\$665						
Banner/ Special Event Permits:	\$215	\$260	\$130	\$285	\$185	\$245						
New Construction Plan Reviews:	\$959	\$960	\$0	\$0	\$300	\$1,111						
Other Plan Reviews\Permits±:	\$1,690	\$150	\$648	\$50	\$102	\$300						
Resubmittals:	\$0	\$200	\$200	\$100	\$0	\$0						
Fire Department Permit Fees:	\$1,671	\$1,200	\$1,088	\$200	\$500	\$450						
TOTAL PLAN REVIEW FEES	\$4,965	\$3,025	\$2,566	\$835	\$1,487	\$2,771	\$0	\$0	\$0	\$0	\$0	\$0

TOTAL FEES COLLECTED	\$40,208	\$43,746	\$10,832	\$20,987	\$18,271	\$22,162	\$0	\$0	\$0	\$0	\$0	\$0
----------------------	----------	----------	----------	----------	----------	----------	-----	-----	-----	-----	-----	-----

COMPARISON C

YTD FY 2011	OCT of FY 2010
5	NA
12	NA
0	NA
0	NA
154	NA
813	NA

2	NA
25	NA
47	NA
1	NA
507	NA

5	NA
38,642	NA
\$140,557	NA

\$2,450	NA
\$1,320	NA
\$3,330	NA
\$2,940	NA
\$500	NA
\$5,109	NA
\$11,391	NA

\$156,206	\$57,909
-----------	----------

* Miscellaneous permits are: Fences, Pools, Additions/Renovations, Reroofings, etc

^ Based on 2.09 people per residential CO

± Other plan reviews: Soil Erosion permits, Land Disturbance Fee, Site Plan & Final Site Plan reviews

City Council Monthly Report

As of: 04/14

DEPARTMENT: COMMUNITY DEVELOPMENT
SUPERVISOR: DAVID RAST

FISCAL YEAR: 2011
CREATOR: KATHY THOMAS

MONTH:	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
--------	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----

HOUSING CODE OFFICIAL												
RESIDENTIAL												
New Foreclosure Listings:	32	33	33	35	36	21						
Foreclosure Inspections:	133	45	52	47	72	38						
Vacant Structures:	25	33	5	13	13	11						
Rehab Notices:	9	16	2	10	18	12						
Rehab Inspections:	13	27	14	19	12	30						
Neighborhood Assessments:	7	97	147	26	82	29						
Citations Issued:	0	0	0	0	0	1						
Notices of Violation:	0	2	2	8	3	3						
Citizen Compliants:	1	5	4	8	2	4						
ARB Review:	14	0	3	3	11	10						

COMMERCIAL												
New Foreclosure Listings:	3	1	1	1	1	3						
Foreclosure Inspections:	3	4	2	3	6	5						
Rehab Notices:	1	1	3	0	3	1						
Rehab Inspections:	5	4	4	2	2	3						
Citations Issued:	0	0	0	0	0	0						
Notices of Violation:	0	0	0	0	2	0						
Citizen Compliants:	0	1	3	0	0	0						

INDUSTRIAL												
New Foreclosure Listings:	0	1	0	0	0	0						
Foreclosure Inspections:	0	1	1	1	1	1						
Rehab Notices:	0	0	0	0	1	0						
Rehab Inspections:	0	0	0	0	1	1						
Citations Issued:	0	0	0	0	0	0						
Notices of Violation:	0	0	0	0	0	0						
Citizen Compliants:	0	0	2	0	0	0						

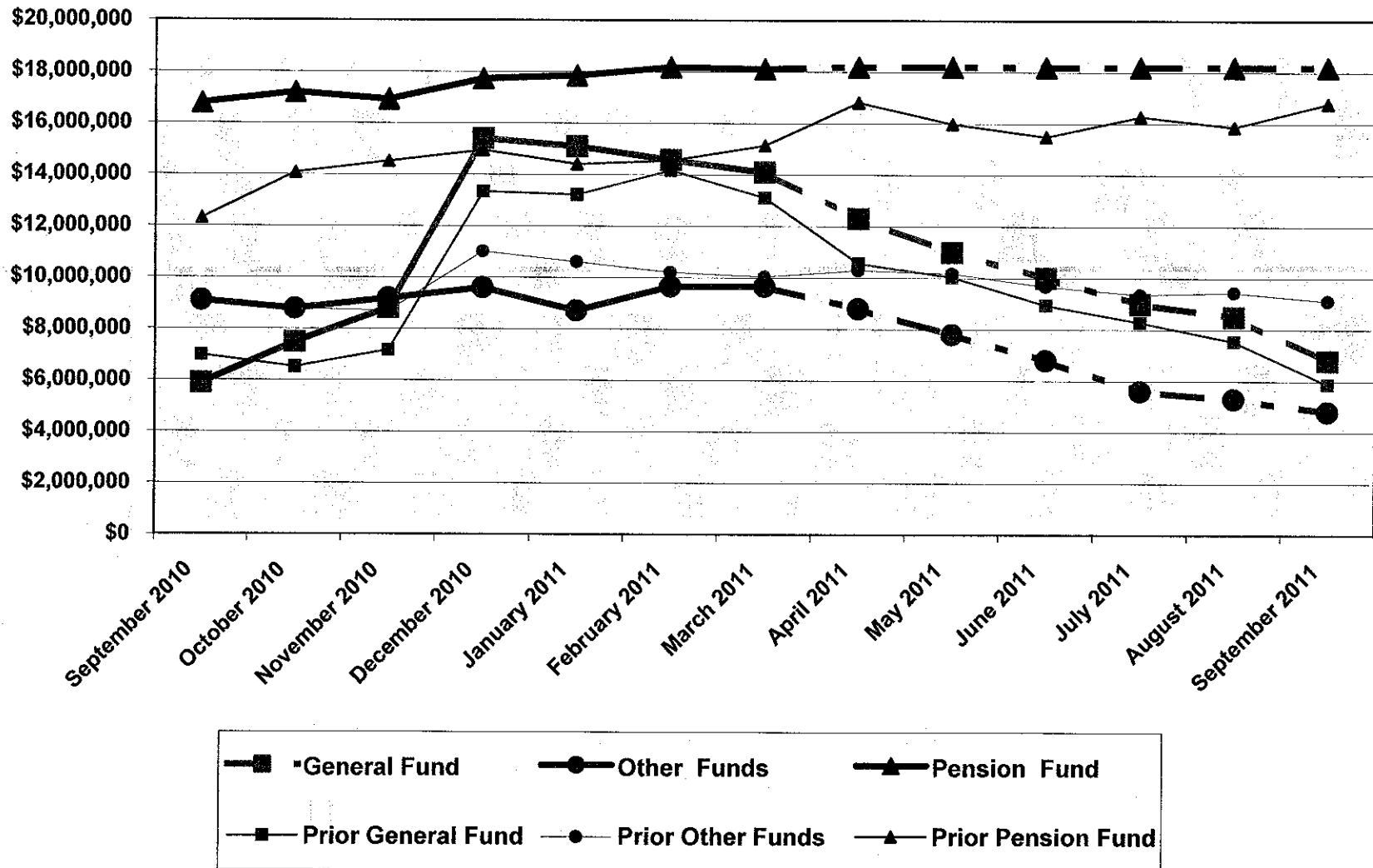
COMPARISON C

YTD FY 2011	OCT of FY 2010
190	N/A
387	N/A
100	N/A
67	N/A
115	N/A
388	N/A
1	N/A
18	N/A
24	N/A
41	N/A

10	N/A
23	N/A
9	N/A
20	N/A
0	N/A
2	N/A
4	N/A

1	N/A
5	N/A
1	N/A
2	N/A
0	N/A
0	N/A
2	N/A

CITY OF PEACHTREE CITY
FISCAL YEAR 2011 (with prior year comparison and current year estimates)
MONTHLY ENDING CASH/INVESTMENT BALANCES
(UNAUDITED)



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

**CITY OF PEACHTREE CITY
MONTHLY REPORT
GENERAL FUND AND HOTEL/MOTEL TAX FUND
BUDGET COMPARISON (UNAUDITED)
FOR THE SIX MONTHS ENDED MARCH 2011**

PERCENTAGE OF BUDGET YEAR COMPLETED 50.0% (ACTUAL TRANSACTIONS STILL PENDING)

GENERAL FUND REVENUES BY MAJOR CATEGORIES				
Description	2011 Budget	YTD Actual	Dollar Difference	Percentage To-Date
General Property Taxes	\$ 11,875,695	\$ 11,080,735	\$ (794,960)	93.31%
Franchise Taxes	2,410,507	2,105,553	(304,954)	87.35%
Local Option Sales Tax	6,587,035	3,204,523	(3,382,512)	48.65%
Other Sales & Use Taxes	691,547	331,391	(360,156)	47.92%
Business Taxes	2,174,768	2,121,379	(53,389)	97.55%
Licenses & Permits	691,371	471,461	(219,910)	68.19%
Intergovernmental/Grants	356,050	142,016	(214,034)	39.89%
Charges for Services - Other	893,454	418,867	(474,587)	46.88%
EMS Billings	513,625	259,670	(253,955)	50.56%
Fines & Forfeitures	1,151,239	674,146	(477,093)	58.56%
Investment Income	64,417	28,665	(35,752)	44.50%
Donations	13,914	610	(13,304)	4.38%
Other Revenue	114,667	63,321	(51,346)	55.22%
Other Financing Sources	329,665	135,485	(194,180)	41.10%
Total General Fund Revenues	\$ 27,867,954	\$ 21,037,822	\$ (6,830,132)	75.49%
Surplus Carryover	(2,121,573)			
Total General Fund	\$ 25,746,381			

GENERAL FUND EXPENDITURES BY DIVISION AND/OR TYPE				
Division and/or Type	2011 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Executive Services	\$ 289,867	\$ 168,986	\$ 120,881	58.30%
Administrative Services	1,174,593	526,349	648,244	44.81%
Financial Services	981,731	499,206	482,525	50.85%
Police Services/Code Enforcement	6,176,051	3,074,221	3,101,830	49.78%
Fire/EMS Services	5,872,345	2,870,984	3,001,361	48.89%
Public Works	3,088,959	1,410,878	1,678,081	45.67%
Leisure Services	3,920,357	1,735,469	2,184,888	44.27%
Community Development Services	1,034,233	459,015	575,218	44.38%
Tourism Activity	99,135	56,965	42,170	57.46%
Non-Divisional:				
Unemployment Insurance	15,000	8,017	6,983	53.45%
Council Contingency	-	-	-	0.00%
Non-Profit Organizations	23,130	23,130	-	100.00%
Transfer to Development Authority	-	-	-	0.00%
Development Authority Debt Service	139,624	118,732	20,892	85.04%
Transfers to Other Funds	3,130,878	1,852,380	1,278,498	59.16%
Liability Insurance	95,540	54,658	40,882	57.21%
Litigation Services	25,000	49,995	(24,995)	199.98%
General Administration/Miscellaneous	39,060	225	38,835	0.58%
Budgeted Savings	(359,122)	-	(359,122)	0.00%
Total General Fund	\$ 25,746,381	\$ 12,909,210	\$ 12,837,171	50.14%

HOTEL/MOTEL FUND REVENUES				
Description	2011 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Total Hotel/Motel Taxes	\$ 780,667	\$ 392,734	\$ (387,933)	50.31%

HOTEL/MOTEL TRANSFERS OUT				
Type	2011 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Transfer to General Fund	\$ 260,222	\$ 130,911	\$ 129,311	50.31%
Transfer to Tourism Association	520,445	261,823	258,622	50.31%
Total Hotel/Motel Transfers Out	\$ 780,667	\$ 392,734	\$ 387,933	50.31%

CITY OF PEACHTREE CITY
FINANCIAL SERVICES
MONTHLY REPORT
(UNAUDITED)
AS OF MARCH 31, 2011

SUMMARY OF OVER \$10,000 EXPENDITURES APPROVED BY CITY MANAGER MARCH 2011			
Description	Vendor	Award	Date
Detention pond inspections TOF 92	ISE	\$ 13,700.00	03/14/2011
Pole Camera for PW and Stormwater use	Environmental Products	11,365.00	03/18/2011
Inspection of 6 of the City's bridges	Pond & Company	17,140.00	03/15/2011
Golfview culvert design	ISE	27,485.00	03/28/2011
Dividend Drive Pavement & SW Evaluation	ISE	31,000.00	03/30/2011

PURCHASING REPORT FOR MONTH ENDED March 31, 2011 AND March 31, 2010		
Activity	Fiscal Year 2011	Fiscal Year 2010
Purchase Orders / Requisitions Processed	267	243
City Store Requisitions Processed	13	11
Sealed Bids Requested	4	2
Requests for Proposals	0	1
Bids Awarded	3	4
Requests for Proposals Awarded	0	0
Contracts Prepared	3	4
Electronic Auction	10	3
Fixed Assets Purchased	3	5
Pole Camera		
Mechanical Equipment -Community Dev. Area		

CITY OF PEACHTREE CITY
DONATIONS RECEIVED
MARCH 2011

NO DONATIONS RECEIVED

\$0.00

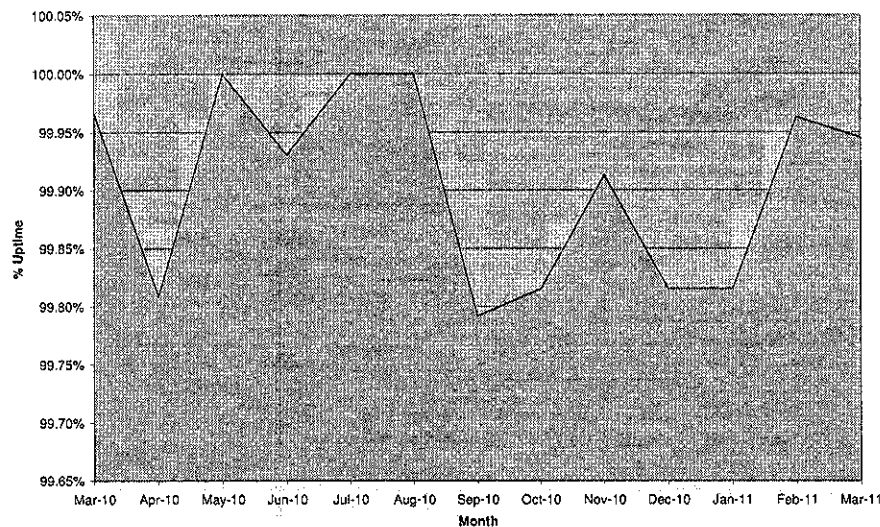
TOTAL MONTH OF MARCH 2011

\$0.00

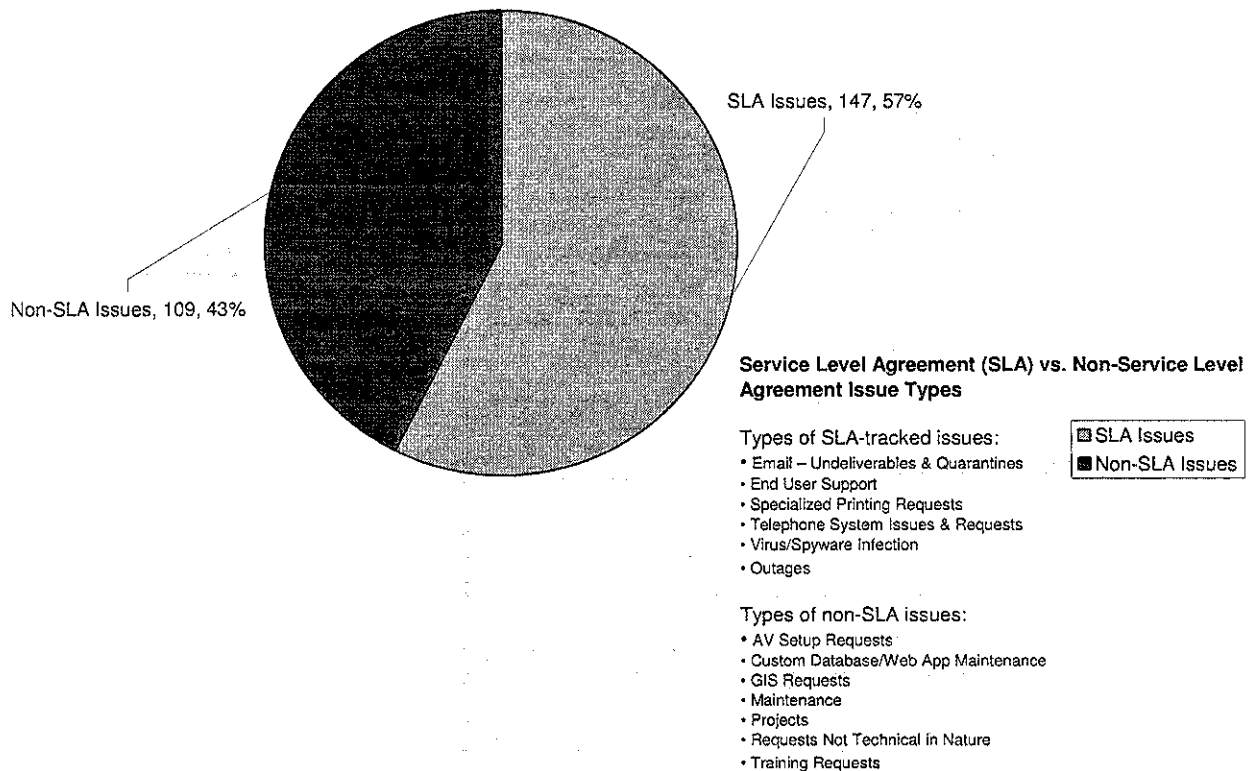
City of Peachtree City
 Information Technology Statistics and Trends
 For Period Ending March 31, 2011
 Report Date – April 11, 2011

Server Uptime and Technology Issue Statistics

Primary Server Uptime - 13 Month Trend

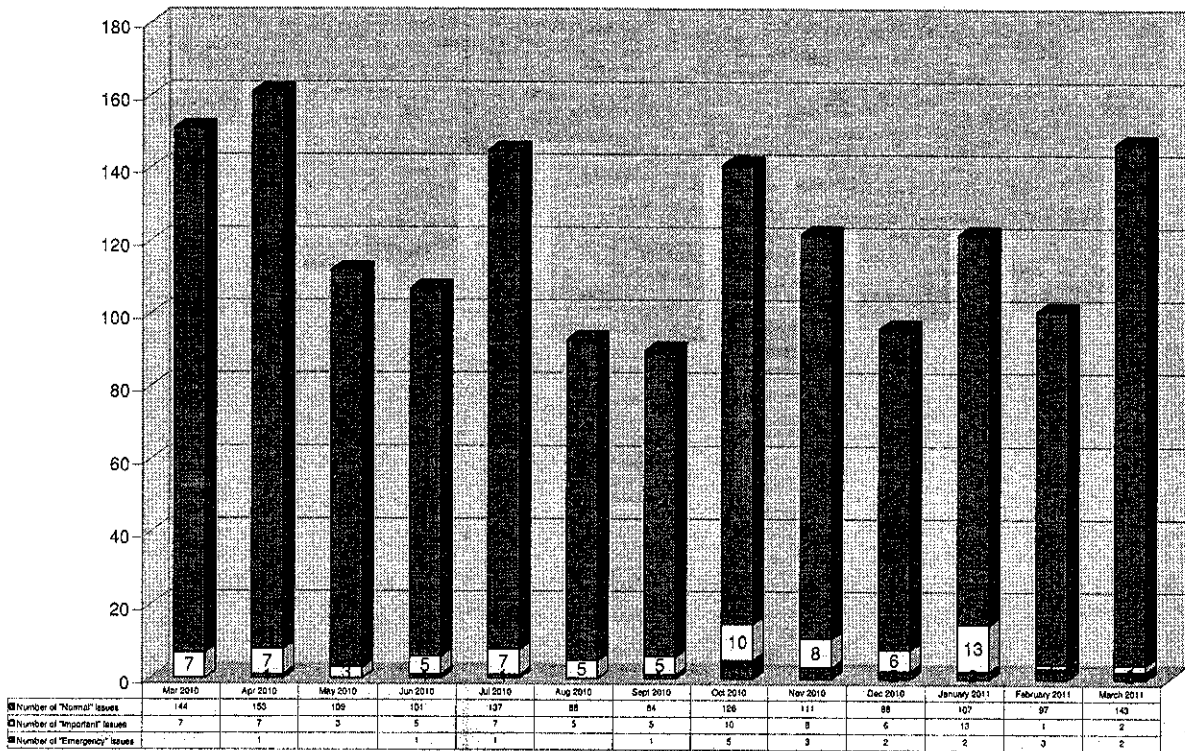


Service Level Agreement (SLA) Issues vs Non-SLA Issues, March 2011

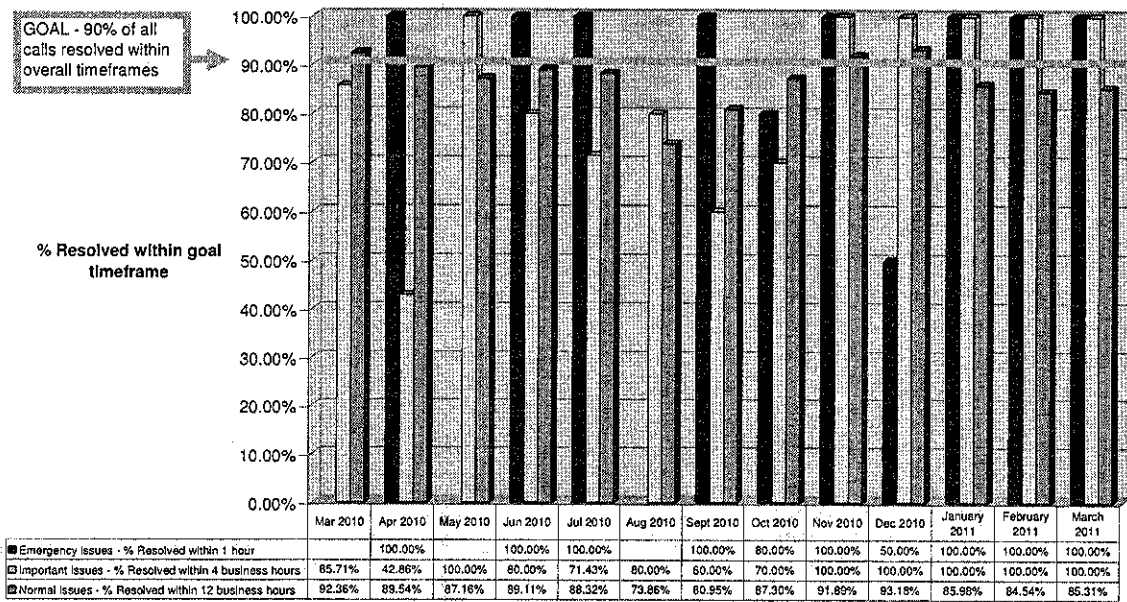


Peachtree City IT Statistics (continued)

Issue Volume by Severity/Impact - SLA Tracked Support Calls - 13 Month Trend

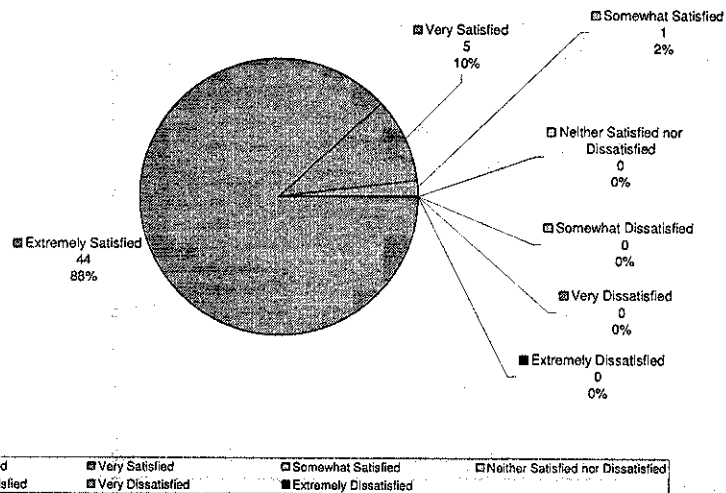


SLA - Call Resolution Goal Analysis - 13 Month Trend



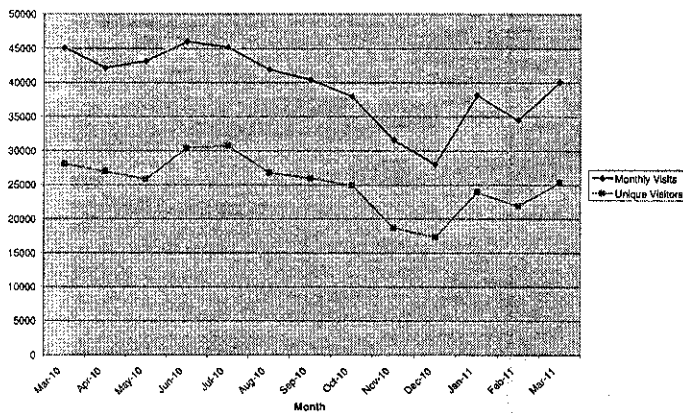
Peachtree City IT Statistics (continued)
End User Satisfaction Statistics

End User Overall Satisfaction - March 2011

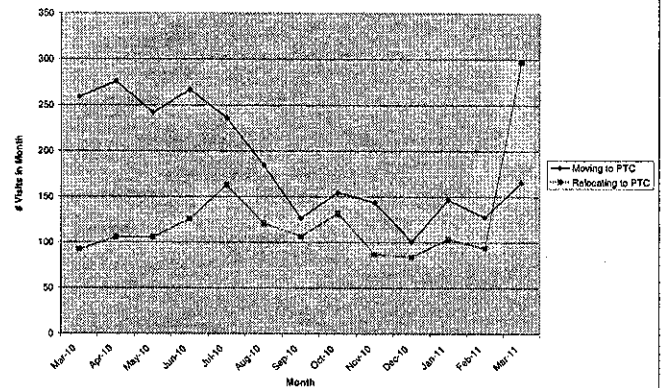


VISITS and VISTORS to <http://www.peachtree-city.org>

Visits and Unique Visitors - 13 Month Trend



Visits to Goal-Oriented Pages - 13 Month Trend



PEACHTREE CITY FIRE/RESCUE
MONTHLY REPORT
March 2011

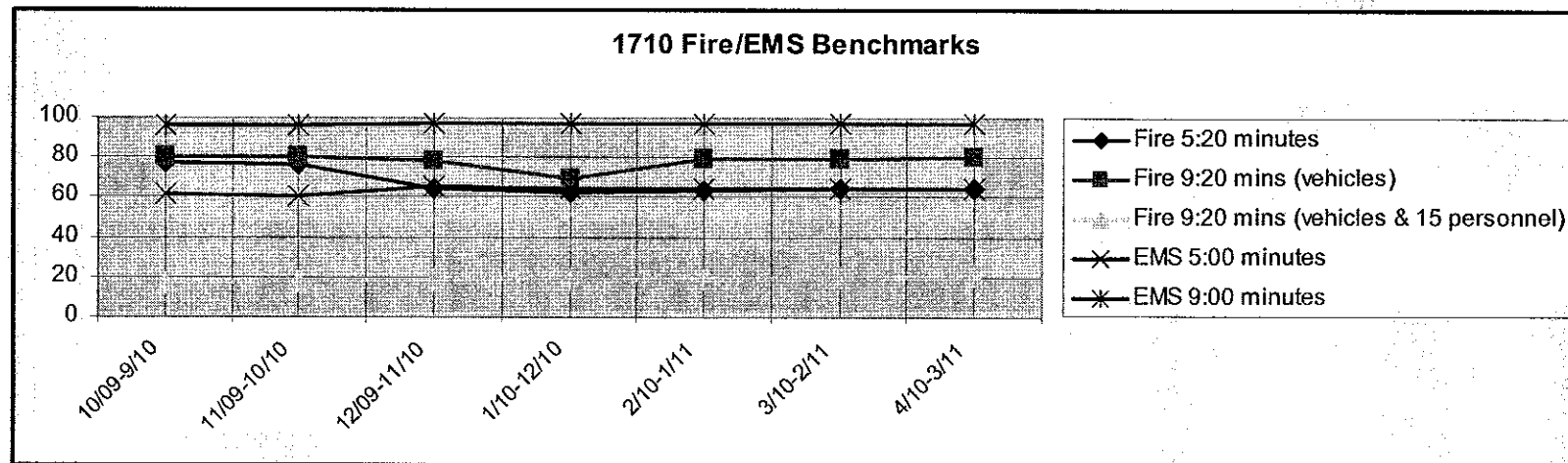
RESPONSE BENCHMARKS (MAR 10 – FEB 11)

A) 63.75% B) 80.37% C) 21% D) 64.20% E) 97.02%

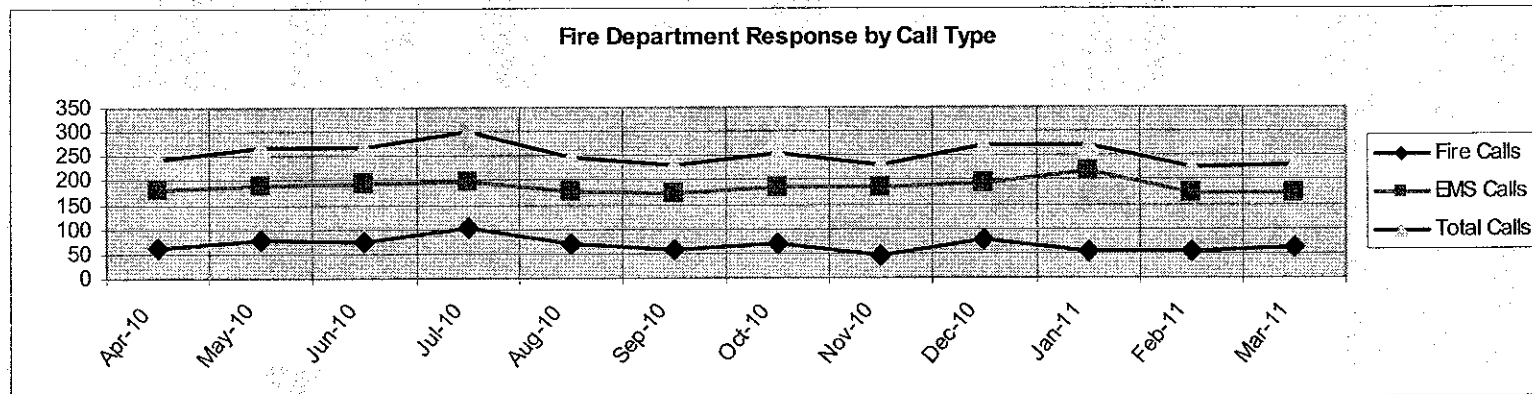
Benchmarks are based on NFPA 1710 Standards as follows:

- A) Fire Call: First arriving Engine Company arrives in 5 minutes 20 seconds from notification 90% of time. (Engine & 4 Firefighters)
- B) Fire Call: Initial full alarm assignment arrives in 9 minutes 20 seconds from notification 90% of time. (2 Engines, Aerial, Squad, Ambulance)
- C) Fire Call: Initial full alarm assignment arrives in 9 minutes 20 seconds from notification 90% of time. (15 Firefighters)
- D) EMS Call: First arriving EMS Unit arrives in 5 minutes from notification 90% of time. (EMS Unit & 2 EMTs/Paramedics)
- E) EMS Call: Second arriving EMS Unit arrives in 9 minutes from notification 90% of time. (EMS Units & 4 EMTs/Paramedics)

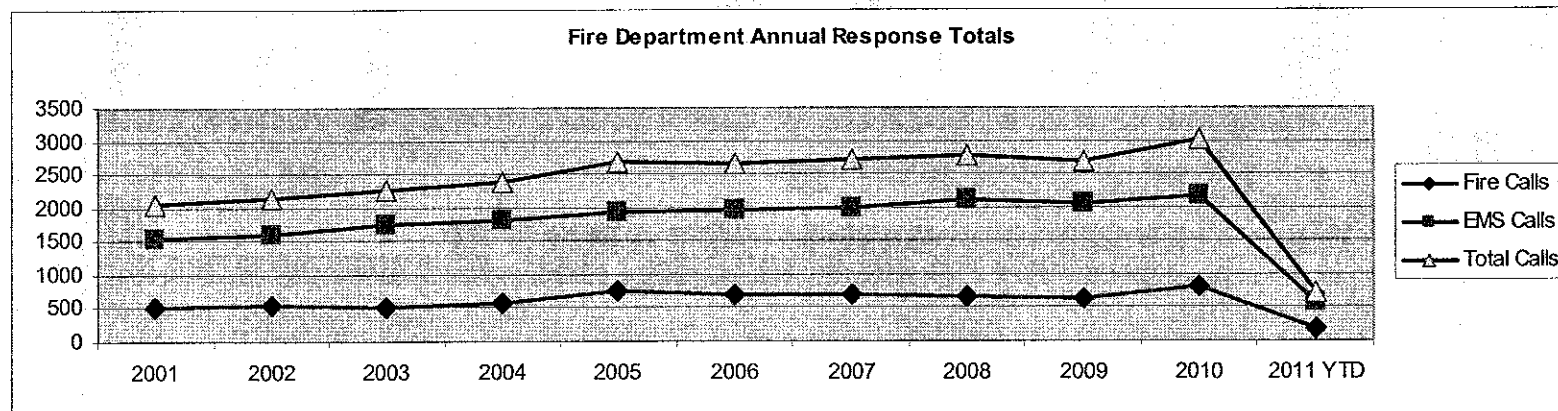
RESPONSE BENCHMARKS (6 MONTH LOOK-BACK)



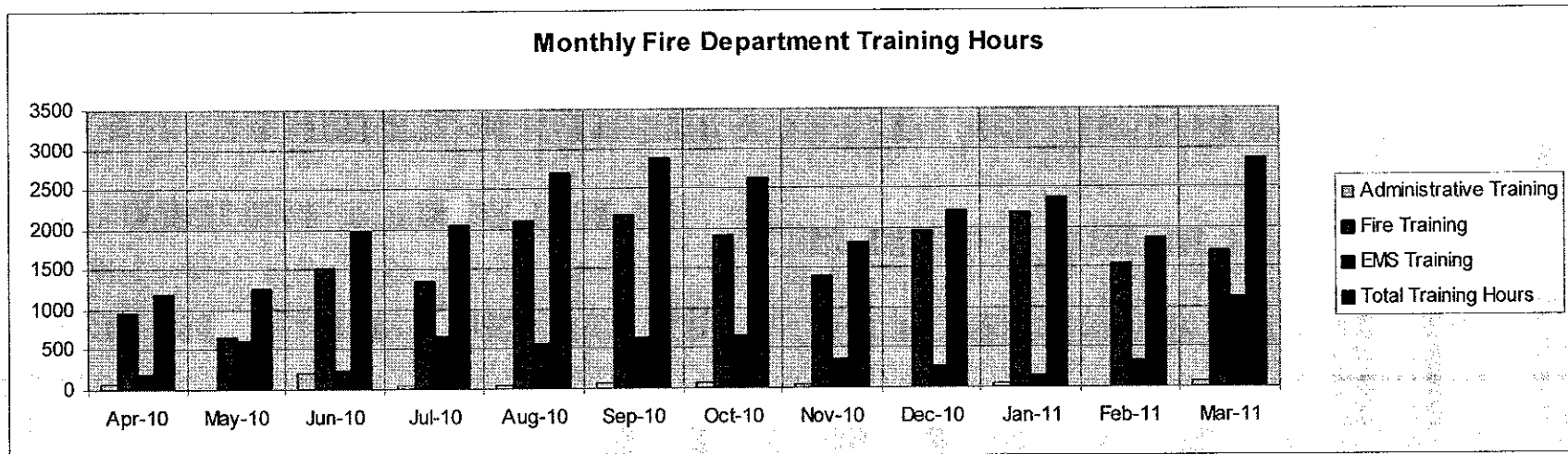
MONTHLY RESPONSES (Last 12 Months)



TOTAL ANNUAL RESPONSES (PAST 10 YEARS)

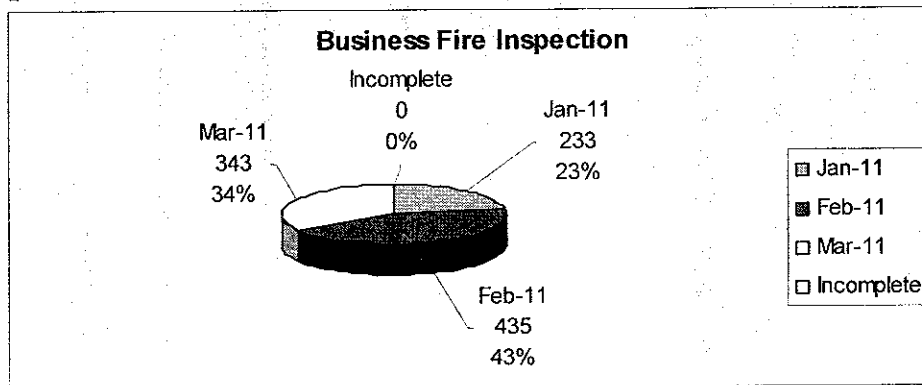


TRAINING HOURS (Last 12 Months)



QUARTERLY FOCUS AREA

Every Quarter the Fire Department has a different focus. This area of the monthly report will show where the department is in accomplishing its goal or requirement. The following are the focus areas and how many items must be completed or done per quarter. The charts will change with the quarter changes.



GOALS

Jan-Mar (Inspections-1011)

Apr-Jun (Hydrants-2151)

Jul-Sep (Pre-Plans- 1225)

Oct-Dec (Public Education-3500)

CITY OF PEACHTREE CITY							
Leisure Services Monthly Report							
AS OF MARCH 31, 2011							
With Comparisons to March 31, 2008, 2009, & 2010							
							ACTUAL
				ORIGINAL		CURRENT	THRU
				BUDGET	BUDGET	BUDGET	MARCH,
	ACTUAL THRU MARCH 2010				ADJUSTMENTS		2011
RECREATION REVENUE	2008	2009	2010	FY 2011		FY 2011	
Program Fees - Recreation	\$ 58,633	\$ 66,230	\$ 57,751	\$ 187,533	\$ -	\$ 187,533	\$ 63,426
Programs Fees - Kedron	44,309	50,097	56,779	130,116	-	130,116	68,741
Program Fees - Gathering Place	15,393	18,262	15,591	26,105	-	26,105	9,748
Facility Rental - Recreation	3,140	1,555	1,680	9,612	-	9,612	3,156
Facility Rental - Kedron	1,449	1,805	6,104	7,169	-	7,169	4,498
Facility Rental - Gathering Place	3,859	3,803	3,621	5,676	-	5,676	4,568
Program Fees - Pool Revenue	24,017	35,516	43,537	135,660	-	135,660	61,951
Program Fees - Rec Pool Revenue	692	575	2,869	34,650	-	34,650	-
Library Fines & Fees	22,946	20,965	21,647	45,030	-	45,030	21,744
	\$ 174,438	\$ 198,808	\$ 209,579	\$ 581,551	\$ -	\$ 581,551	\$ 237,832
Recreation Programming Notes BMX National Race held March 18-20, brought \$450 rental fee to city, 1,000 riders, hotels full. Kedron successful bubble take-down March 24, new bubble proposals due by April 19; Kedron pools closed for two weeks for bubble deflation, maintenance, prep to open for Spring Break week; pool revenue over Spring Break \$2,500, down from last year due to unusually cool weather. Upcoming Summer Camps Early Bird registration April 15; upcoming Home and Garden Expo @ Kedron April 16; Adult Co-ed volleyball starts with 22 teams (24 is max capacity); gym floor re-coating scheduled for week before Memorial Day. Library Notes: We are seeing an increase in use of E-books (downloadable books), which follows a national trend that predicts a downward trend in use of printed books over the next ten years. This has caused print publishers to limit the number of times an E-book can be downloaded as they are concerned for their future. As E-books become more popular we will be shifting expenditures from print to digital to meet the demand - plan to spend \$5,000 on E-books this year, double that next year. 1,900 volunteer hours logged year to date, compared to 824 YTD 2010.							

PEACHTREE CITY POLICE DEPARTMENT

2010 MONTHLY REPORT

MARCH 2011 FEBRUARY 2011

2011 2010
Calendar Year to Date Calendar Year to Date

PART I CRIMES: Criminal Homicide, Forcible Rape, Robbery, Aggravated Assault, Arson, Motor Vehicle Theft, Theft, Burglary

TOTAL PART I CRIMES	40	42	105	108
---------------------	----	----	-----	-----

<u>DUI ARRESTS</u>	19	19	54	39
---------------------------	----	----	----	----

DRUG ARRESTS: Marijuana, Methamphetamine, Cocaine, Other (opium, heroin, etc)

TOTAL DRUG ARRESTS:	8	8	29	21
---------------------	---	---	----	----

OTHER ARRESTS

PROPERTY CRIMES	15	17	52	59
PERSON CRIMES	4	4	16	24
CITY ORDINANCES	50	40	124	104
TRAFFIC OFFENSES	23	31	71	108
OTHER	38	20	97	99

<u>CALLS ANSWERED:</u>	6,560	5,555	16,260	13,397
-------------------------------	-------	-------	--------	--------

TRAFFIC:

CITATIONS ISSUED	894	595	2,157	2,502
WARNINGS	1,188	848	2,902	3,675
ACCIDENTS	97	71	243	246

TOP 5 ACCIDENT LOCATIONS – MONTH

HWY 54 / PEACHTREE PARKWAY	6
HWY 54 / HWY 74	5
HWY 54 / COMMERCE DRIVE	5
HWY 54 / WALTBANKS ROAD	4
HWY 54 / MARKET PLACE CONN	4

Code Enforcement Monthly Report 2011

March

Case Types	New Cases	Notice of Violations		Citations	Unfounded
		Reactive	Proactive		
Cleanliness of Premises (Grass)	61	3	58		
Cleanliness of Premises (Trash)	30	7	23		
Cleanliness of Premises (Automobiles)	19	1	17		1
Parking Restrictions	26	5	18		3
Accessory Use to Dwellings	18	1	17		
Signs Violations	49	6	43		
Miscellaneous	19	3	11	1	4
Subtotals		26	187		
TOTALS	222	213		1	8

Signs Confiscated	143
-------------------	-----

Tree Removal Permits Processed	127	Total Trees	551
--------------------------------	-----	-------------	-----

**PUBLIC SERVICES MONTHLY REPORT
MARCH 2011**

Public Works Monthly Reports

Activity Description	Unit	March-11	FY2011 YTD	Annual Goal
General				
Average time to complete vandalism repairs once notified	Days	1	1	3
Average time to respond to a citizen complaint and assign action	Days	2.8	7.28	5
Streets				
Street Patching	Hrs.	265	1,118	2,500
Street Crack Sealing	Hrs.	66	66	435
Street General Maintenance	Hrs.	398	2,770	3,500
Storm Water Maintenance	Hrs.	396	2,422	8,000
Cart Paths				
Cart Path Paving	Ft.	1,038	6,260	21,000
Cart Path Litter Removal	Hrs.	100	700	1,250
Time to remove trees on paths once reported	Days	1	2.0	2
Cart Path Drainage Maintenance	Hrs.	284	1,722	2,500
Cart Path General Maintenance	Hrs.	269	3,385	3,250
Signs				
Average time to respond to traffic sign maintenance issues	Days	1	0.08	2
Signs Changed over to new reflectivity and mixed letter standard (completion date 2018)	Each	6	68	150
Contracted Services				
Time for contractor to remove trees once notified	Days	2	2	3
Time for landscaping and mowing contractor to fix an issue once notified	Days	1	1.4	2
Time for contractor to remove dead animals and debris for road once notified.	Days	1	1	1
Fleet Maintenance				
Average time to complete a preventative maintenance on a Light Car/Truck	Hrs	3.3	3.3	3.0
Average time to complete a preventative maintenance on a Heavy Truck	Hrs	7	3.6	6
Average time to complete a preventative maintenance on a Heavy Equipment	Hrs	0	0	6
Ratio of time spent on preventative maintenance versus other repair items		1 to 1.61	0	2 to 1

Note: General maintenance line items include activities not included in paving operations. These include but are not limited; storm clean up, litter removal, curb repair etc.

COMMISSION/AUTHORITY ATTENDANCE RECORD

LEISURE SERVICES COMMISSION

March 21, 2011

Five (5) year terms

Name & Date of Appointment	Meetings Held Past 12 Months	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
Mark Ballard <i>1/8/08 - 12/31/12</i>	11	11	11	0		100%
Joe Keubler <i>12/18/09 - 12/31/13</i>	11	11	10	1	5/4/10	91%
Vince Obsitnik <i>1/1/11-12/31/15</i>	11	11	8	3	9/27/10 1/24/11 3/21/11	73%
Eric Snell <i>1/1/10-12/31/14</i>	11	11	10	1	8/16/10	91%
Shayne Robinson <i>1/1/09-12/31/11</i>	11	11	11	0		100%

PLANNING COMMISSION ATTENDANCE RECORD

3-Year Term

March 2011

Term of Appointment

Report Date: Month Year

Name & Term Length (start/end)	Meetings Held Past 12 Months	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
Patrick Staples 10/1/96 - 9/30/12	16	16	16	0		100%
Lynda Wojcik 10/7/10 - 9/30/13	16	16	13	3	05/10/2010, 09/13/2010, 03/21/2011	81%
Joe Frazar 10/1/09 - 9/30/12	16	16	13	3	05/10/2010, 03/14/2011, 03/21/2011	81%
Horace Batiste 10/7/10 - 9/30/13	16	7	6	1	03/21/2011	86%
David Conner 10/7/10 - 9/30/13	16	7	7	0		100%
Frank Destadio Alternate 10/1/10 - 9/30/11	16	7	5	2	01/25/2011, 03/21/2011	71%

PEACHTREE CITY CONVENTION & VISITORS BUREAU ATTENDANCE RECORD

2 Year Term (unless specified below)

March-11

Term of Appointment

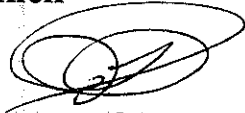
Report Date: Month Year

Name & Term Length (start/end)	Meetings Held Past 12 Months	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
Kai Wolter 07/15/2010 - 12/31/11	9	9	9	0		100%
Mark Ballard Until no longer Recreation Commission Chairman	9	9	9	0		100%
Sherri Smith Brown 7/15/10 - 12/31/11	9	9	8	1	09/15/2010	89%
Tim Dunlap 1/1/2011 - 12/31/2012	9	9	6	3	10/20/10 11/15/10 1/19/11	67%
Don Haddix 1/1/11 - 12/31/11	9	3	3	0		100%
Bill Rial 1/1/11 - 12/31/2012	9	9	8	1	07/21/2010	89%
Becky She 7/15/10 - 12/31/11	9	9	7	2	11/15/2010 3/19/2011	78%

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager 

FROM: Deputy City Clerk 

DATE: April 5, 2011

SUBJECT: Alcohol License – NEW – Flying Biscuit
April 21, 2011, Regular Meeting

Recommendation:

Staff recommends that Council approve the alcohol license for Flying Biscuit.

Discussion:

Flying Biscuit, a new restaurant located at 2874 SR 54 West (MacDuff Crossing) has submitted a request for a new alcohol license. Ms. Rhonda Dehbozorgi has requested she be appointed as the Licensee and License Representative.

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, plus an additional \$500 for Sunday Sales.

Attachment

Application For Alcoholic Beverage License

Business Name: <i>Asim Rest Corp / DBA Flying Biscuit</i>	Business Location: <i>2874 W. Hwy 54</i>	<i>Peachtree City, 30269</i>
Nature of Business: <i>Restaurant</i>	Mailing Address: <i>409 Quarters Rd Fayetteville Ga 30215</i>	Business Phone Number: <i>404-683-5201</i>
Name of Licensee: <i>Rhonda F. Dehbszorgi</i>	Home Address: <i>409 Quarters Rd Fayetteville, 30215</i>	Home Phone Number: <i>7-486-1549</i>
Name of License Representative: <i>Same</i>	Home Address:	Home Phone Number:

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	ADDRESS	PHONE NUMBERS
Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.	Please provide Home Addresses for the individuals listed:	Please provide Home and Business Phone Numbers for individuals listed:
<i>Rhonda F. Dehbszorgi</i>	<i>409 Quarters Rd. Fayetteville, 30215</i>	<i>404-683-5201</i>

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: _____

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:

Rhonda Floyd Dehbozorgi

409 Quarters Rd. Fayetteville, GA 30215

Address

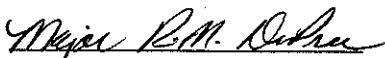
Has been investigated and found not to have been convicted of, nor to have entered a plea of nolo contendere, to any felony or misdemeanor relating to the sale or use of alcoholic beverages or illegal narcotics or drugs within five (5) years prior to the date of the application for this license.



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

3/24/11

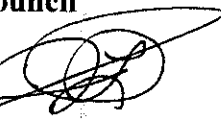
Date



Witness

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council
FROM: City Manager 
DATE: April 20, 2011
SUBJECT: Consider Appointment of alternate for vacant position on Planning Commission
Consent Agenda – April 21, 2011

Recommendation:

Appoint Frank Destadio – Alternate, to fulfill the unexpired term of Planning Commission member Joe Frazar. Frank will serve the term from 4/21/2011 – 9/30/2012, fulfilling the unexpired term of Joe Frazar.

Discussion:

Joe Frazar resigned on 4/6/2011, leaving a vacancy on the Planning Commission.

It is written in the Code of Ordinances that the alternate shall be appointed as a regular member of the authority should there be a vacancy during an unexpired term and serve the balance of the unexpired term. It is recommended that Frank Destadio be appointed to fulfill the unexpired term of Joe Frazar. This term would end on 9/30/12

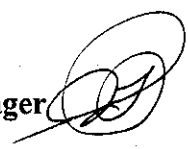
Budget Impact:

This item should have no budgetary impact.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: James L. Pennington, City Manager 
Betsy Tyler, City Clerk 

FROM: H.C. "Skip Clark" II, Chief of Police 

DATE: April 13, 2011

SUBJECT: Police False Alarm Ordinance
April 21, 2011, City Council Meeting

Recommendation:

Staff recommends that City Council approve the attached False Alarm Ordinance as presented.

Discussion:

The Peachtree City Police Department has experienced an increasing number of false alarms at residential and business locations throughout the city. These false alarms have created an unnecessary burden on the law enforcement resources that are available to the city. In 2010, the police department responded to 2,707 alarms call. Of those calls only one (.04%) was an actual alarm that indicated a crime had occurred. Of the alarms to which an officer was dispatched, 516 we were cancelled before the officer arrived.

The use of departmental resources to respond to false alarms results in a significant amount of manpower that could be used in a more productive manner. Research has shown that cities that have enacted a False Alarm Ordinance have seen a 40% - 60% reduction in false alarms. If the City of Peachtree City were to experience a similar reduction of false alarms, it would potentially create an additional 600 to 900 hours of available manpower.

The proposed ordinance does the following:

- Requires registration of all security alarms by October 1, 2011 (No fee imposed)
- Requires system maintenance and standards of use
- Limits false alarms to three per year
- Establishes fines for excessive false alarms
- Provides for an alarm user awareness class in lieu of fine payment

The goal is to allow alarm users/operators and alarm companies to take a more active and accountable role in the management of their alarm system, resulting in fewer false alarms.

Budget Impact:

During the initial implementation of this Alarm Ordinance, no budget impact is expected. After the first year of implementation, additional staffing may be necessary or we may need to explore the possibility of outsourcing in order to continue the program.

AN ORDINANCE TO AMEND CHAPTER 50 OF THE PEACHTREE CITY CODE OF ORDINANCES; TO PROVIDE FOR ENFORCEMENT, APPEALS, AND PENALTIES; TO PROVIDE FOR FALSE ALARM DEFINITIONS AND PROCEDURES, PENALTIES AND FINES, PERMITS, AND FEES; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS: The City of Peachtree City finds that excessive false alarms unduly burden the police department and wastes limited law enforcement resources. The purpose of this ordinance is to establish reasonable expectations of alarm users and to ensure that alarm users are held responsible for their use of alarm systems.

NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED by the City Council of the City of Peachtree City, that:

Section 1. Chapter 50 Offenses and Miscellaneous Provisions, Sections 50-1 through 50-20, as amended, be renumbered as Article I as follows:

Article I. – IN GENERAL

Section 2. Sections 50-21 through 50-99 be reserved.

Section 3. Chapter 50 Offenses and Miscellaneous Provisions, as amended, is hereby further amended as follows:

Article II – POLICE ALARM SYSTEMS AND FALSE ALARMS

Sec. 50-100. Definitions.

The following words, terms and phrases, when used in this ordinance, shall have the meanings ascribed to them, except where the context clearly indicates a different meaning:

- (1) **Alarm administrator** means a person or persons designated by the city to administer, control and review false alarm reduction efforts and administer the provisions of this ordinance.
- (2) **Alarm company** means a person in the business of selling, providing, maintaining, servicing, repairing, altering, replacing, monitoring or installing an alarm system in an alarm site.
- (3) **Alarm permit** means a permit issued by the city allowing the operation of an alarm system within the city.
- (4) **Alarm signal** means a detectable signal; audible or visual; and/or silent generated by an alarm system, to which the police department is requested to respond.

- (5) **Alarm system** means any single device or assembly of equipment designed to signal the occurrence of an illegal or unauthorized entry or other activity requiring immediate attention and to which the police department will be requested to respond, but does not include alarms installed in motor vehicles, fire alarms, domestic violence alarm, or alarms designed to elicit a medical response.
- (6) **Alarm user** means any person, corporation, partnership, proprietorship, governmental or educational entity or any other entity owning or leasing an alarm system, or on whose premises an alarm system is maintained for the protection of such premises.
- (7) **Alarm user awareness class** means a class conducted for the purpose of educating alarm users about the responsible use, operation, and maintenance of alarm systems and the problems created by false alarms.
- (8) **Automatic Voice Dialer** means any electrical, electronic, mechanical, or other device capable of being programmed to send a pre-recorded voice message, when activated, over a telephone line, radio or other communication system, to the Emergency Communications System requesting police dispatch.
- (9) **Cancellation** means the process where response is terminated when the alarm company (designated by the alarm user) notifies the Emergency Communications Center that there is not an existing situation at the alarm site requiring police response after an alarm dispatch request. If cancellation occurs prior to the police arriving at the scene, this is not a false alarm for the purpose of civil penalty, and no penalty will be assessed.
- (10) **Communications Center** means Fayette County E911 Communications.
- (11) **False alarm** means the activation of an alarm system to summon law enforcement personnel which occurs as a result of mechanical or electronic failure, malfunction, improper installation, or the negligence of the alarm user, his/her employees or agents, unless the request for response was cancelled by the alarm user or his/her agent before the police arrive at the alarm location. An alarm is false within the meaning of this article when, upon inspection by the police department, evidence indicates that no unauthorized entry, robbery, or other such crime was committed or attempted in or on the premises, which would have activated a properly functioning alarm system. Notwithstanding the foregoing, a false alarm shall not include an alarm, which can reasonably be determined to have been caused or activated by violent conditions of nature, nor does it include other extraordinary circumstances not reasonably subject to control by the alarm user. In addition, an alarm activated during an alarm system testing procedure shall not be considered a false alarm if the alarm user first notifies and receives permission from the user's alarm company, or designee, to test the system.
- (12) **Holdup alarm** means a silent alarm signal generated by the manual activation of a device intended to signal a robbery in progress.
- (13) **Local Alarm** means an alarm system that emits a signal at an alarm site that is audible or visible from the exterior of a structure and is not monitored by a remote monitoring facility, whether installed by an alarm company or user.
- (14) **Permit year** means a 12-month period beginning on the day and month on which an alarm permit is issued to October 1st of the same year. The 12-month period is then effective October 1st to September 30th every year.

- (15) **Runaway alarm** means an alarm system that produces repeated alarm signals that do not appear to be caused by separate human action. The police department may in its discretion discontinue police responses to alarm signals from what appears to be a runaway alarm.
- (16) **SIA Control Panel Standard CP-01** means the American National Standard Institute (ANSI) approved Security Industry Association (SIA) CP-01 Control Panel Standard, as may be updated from time to time, that details recommended design features for security system control panels and their associated arming and disarming devices to reduce false alarms. Control panels built and tested to this standard by nationally recognized testing organizations, will be marked to state: "Design evaluated in accordance with SIA CP-01 Control Panel Standard Features for False Alarm Reduction".
- (17) **Verify** means an attempt by the monitoring company, or its representative, to contact the alarm site and/or alarm user by telephone and/or other electronic means, whether or not actual contact with a person is made, to attempt to determine whether an alarm signal is valid before requesting the police for dispatch, in an attempt to avoid an unnecessary alarm dispatch request. For the purpose of this ordinance, telephone verification shall require, at a minimum that a second call be made to a different number if the first attempt fails to reach an alarm user who can properly identify themselves to attempt to determine whether an alarm signal is valid before requesting law enforcement dispatch.

Sec. 50-101. Alarm Permits.

- (a) **Permit required.** Effective October 1st, 2011, no alarm system shall be used unless the alarm user first obtains a permit for such alarm system from the city. There will be no charge for the permit. Each alarm permit shall be assigned a unique permit number, and the user shall provide the permit number to the alarm company to facilitate law enforcement dispatch.
- (b) **Registration.** Each alarm user has the duty to obtain and complete a permit application on a form provided by the city.
- (c) **Non-transferability; new registration required.** Alarm permits are not transferable. Upon transfer of the possession of premises at which an alarm system is maintained, the new alarm user shall register for an alarm permit within thirty (30) days of obtaining possession of the property.
- (d) **Reporting updated information.** When information required on the alarm permit application changes, the alarm user shall provide correct information to the city within thirty (30) days of the change. The location is considered to be "unregistered" for the purpose of this ordinance, if the permit information is incorrect and not changed within thirty (30) days. The permit holder shall complete and return this form to the city within thirty (30) days. The alarm user may mandate that their alarm company obtain the alarm permit, however the alarm user is ultimately responsible for ensuring that the permit is obtained.
- (e) **Multiple alarm systems.** If an alarm user has one or more alarm systems protecting two or more separate structures having different addresses and/or tenants, a separate permit shall be required for each structure and/or tenant.

Sec. 50-102. Duties of the alarm user, tenant, owner, resident.

An alarm user, tenant, owner, or resident shall be required to:

- (a) Register and obtain an alarm permit;
- (b) Maintain the premises and the alarm system in a method that will reduce or eliminate false alarms;
- (c) Respond or cause a representative to respond to the alarm system's location within thirty (30) minutes upon notification of the need to deactivate a malfunctioning alarm system; to provide right of entry to the premises, or to provide alternative security for the premises;
- (d) Ensure that an alarm is not manually activated by the alarm user or any other person for any reason other than an occurrence of an event that the alarm system was intended to report;
- (e) Upon obtaining a permit number, provide that number to the alarm company;
- (f) Obtain a new permit if there is a change of address or ownership of a business or residence or if there is updated information.

Sec. 50-103. Duties of the alarm company.

An alarm company shall be required to:

- (a) Obtain and maintain required state and local license(s) and/or permits;
- (b) Maintain current contact information, including user permit numbers, which shall be provided to the Communications Center at the time of a request for law enforcement response;
- (c) Ninety (90) days after the effective date of this ordinance alarm companies will be required to use control panels meeting Security Industry Association (SIA) Control Panel Standard CP-01 on all new installations;
- (d) Prior to activation of the alarm system, the alarm company must provide verbal and written instructions explaining the proper operation of the alarm system to the alarm user and provide written information on how to obtain service from the alarm company;
- (e) An alarm company performing monitoring services shall:
 - (1) Attempt to verify, by calling the alarm site and/or alarm user by telephone, to determine whether an alarm signal is valid before requesting dispatch. Telephone verification shall require, as a minimum, that a second call be made to a different number, if the first attempt fails to reach an alarm user who can properly identify themselves to attempt to determine whether an alarm signal is valid, EXCEPT in the case of a panic or robbery-in-progress alarm, or in cases where a crime-in-progress has been verified by video and/or audible means.
 - (2) Communicate a cancellation to the Fayette County E911 Communications as soon as possible following a determination that response is unnecessary.
 - (3) Communicate any available information about the location of the alarm.

Sec. 50-104. Prohibited acts.

- (a) It shall be unlawful to activate an alarm system for the purpose of summoning law enforcement when no burglary, robbery, or other crime dangerous to life or property is being committed or attempted on the premises, or otherwise to cause a false alarm.
- (b) It shall be unlawful to install, maintain, or use an audible alarm system which can sound continually for more than ten (10) minutes.
- (c) It shall be unlawful to install, maintain, or use an automatic dial protection device that reports, or causes to be reported, any recorded message to the Fayette County E911 Communications or the police department.
- (d) An alarm company shall provide the permit number for the alarm system that produced the alarm signal at the time the alarm company notifies Fayette County E911 Communications of an alarm signal to facilitate dispatch.
- (e) It shall be unlawful for an alarm system to have three or more false alarms within a twelve (12) month period effective October 1st to September 30th each year.

Sec. 50-105. Enforcement of Provisions.

- (a) **Excessive false alarms.** It is hereby found and determined that three or more false alarms within a permit year as of October 1st each year is excessive, constitutes a public nuisance, and shall be unlawful. Penalties for false alarms within a permit year may be assessed against an alarm user as follows:

First and second false alarm.....	No Charge
Third through fifth false alarm	\$50.00 per occurrence
Sixth false alarm	\$100.00
Seventh false alarm	\$100.00
Eighth false alarm	\$250.00
Ninth false alarm	\$250.00
Tenth and over false alarm	\$500.00
Failure to Register.....	\$100.00
- (b) **Other civil penalties.** Violations will be enforced through the assessment of civil penalty(ies) in the amount of \$100.00.
- (c) **Payment of civil penalties.** Civil penalties shall be paid within thirty (30) days from the date of the invoice.
- (d) **Cause of verified response.** The failure of an alarm user to make payment of any civil penalties assessed under this ordinance within thirty (30) days from the date of the invoice will be cause for the police department to only respond to alarm calls at that location when the alarm has been verifiably set off due to a crime. All other calls to that location will be responded to normally by the police department. All alarms will be responded to normally once the alarm user's payment has been received.
- (e) **Noncriminal (Civil) violation.** A violation of any of the provisions of this ordinance shall be civil in nature and shall not constitute a misdemeanor or infraction.

Sec. 50-106. Alarm user awareness class.

- (a) **Alarm User Awareness Class.** The city has created an on-line Alarm User Awareness Class and may request the assistance of the area alarm companies to assist in developing and implementing the class. The class shall inform alarm users of the problems created by false alarms and instruct alarm users how to help reduce false alarms.
- (b) **Alarm User Awareness Class in lieu of payment.** An alarm user may have the option of completing an on-line Alarm User Awareness Class within thirty (30) days in lieu of paying one prescribed penalty per year.

Sec. 50-107. Appeals.

- (a) **Appeals process.** Assessments of civil penalties and other enforcement decisions made under this ordinance may be appealed by filing a written notice of appeal with the chief of police within ten (10) days after the date of notification of the assessment of civil penalties or other enforcement decisions. The written notice of appeal shall contain the cause for the appeal and any other pertinent information relevant to the case. The failure to give notice of appeal within this time period shall constitute a waiver of the right to contest the assessment of penalties or other enforcement decisions. The chief of police shall designate a hearing officer from the police department to hear the appeal. The hearing officer shall render a decision within five (5) business days and give written notification of his/her decision. The hearing officer's decision may be appealed to the chief of police by filing a written notice of appeal within 10 days of the decision of the hearing officer. The chief of police shall have the final decision in this matter. The hearing officer's decision and the decision of the chief of police are subject to review by the courts by proceedings in the nature of certiorari.
- (b) **Appeal standard.** The hearing officer shall review an appeal from the assessment of civil penalties or other enforcement decisions using a preponderance of the evidence standard. Notwithstanding a determination that the preponderance of the evidence supports the assessment of civil penalties or other enforcement decision, the hearing officer shall have the discretion to dismiss or reduce civil penalties or reverse any other enforcement decision where warranted after consultation with the chief of police.

Sec. 50-108. Confidentiality.

To the extent allowed by law, information contained and gathered through the alarm registration process will be held in confidence by the city.

Sec. 50-109. Government immunity.

Alarm registration is not intended to, nor will it, create a contract, duty or obligation, either expressed or implied, of response. Any and all liability and consequential damage resulting from the failure to respond to a notification is hereby disclaimed and governmental immunity as provided by law is retained. By applying for an alarm registration, the alarm user acknowledges that the police department response may be influenced by factors such as: the availability of police units, priority of calls, weather conditions, traffic conditions, emergency conditions, staffing levels and prior response history.

Sec. 50-110. Severability.

The provisions of this ordinance are severable. If a court determines that a word, phrase, clause, sentence, paragraph, subsection, section, or other provision is invalid or that the application of any part of the provision to any person or circumstance is invalid, the remaining provisions and the application of those provisions to other persons or circumstances are not affected by that decision.

Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Sec. 50-111. Implementation.

The registration requirements of this article shall begin on July 1, 2011, to allow for compliance by the October 1, 2011, effective date. The chief of police is authorized to publish regulations, policies and procedures to implement these requirements, and may delegate enforcement of these requirements to any police department personnel.

Section 4. All ordinances or parts thereof which conflict with the provisions of this ordinance are, to the extent of such conflict and except as hereinafter provided, hereby repealed.

Section 5. Should any provision of this ordinance be declared invalid by a Court of competent jurisdiction, such decision shall not affect the validity of this ordinance as a whole or any provision thereof other than the provisions specifically declared to be invalid. The City Council declares that it would have passed this ordinance and each subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more subsections, sentences, clauses or phrases may be declared invalid.

Section 6. This ordinance shall be in full force and effect on July 1, 2011.

This _____ day of _____ 2011.

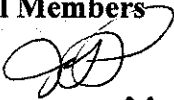
Don Haddix, Mayor

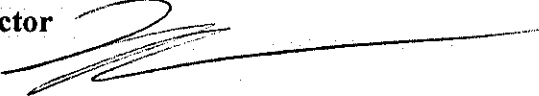
Attest: _____
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

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

FROM: Public Services Director 

DATE: April 14, 2011

SUBJECT: TruGreen Contract Additional Services Request
April 21, 2010 Council Meeting

Recommendation:

Staff recommends that City Council review the attached proposals for changes to the TruGreen contract to determine which if any items to increase.

Discussion:

During the 2011 City Council Retreat Staff presented a list of proposed changes to the Landscaping and Mowing contract that is to be re-bid at the end of the 2011 calendar year. As a result of these request council suggested that staff attain a cost estimate to make these changes to the existing contract. As a result staff consulted with TruGreen to attain the numbers listed in figure 1 below. These items include those items proposed by staff as well as other items requested by City Council.

Figure 1

Item	Description	Price Per Occurrence	Occurrences ***	Extended Price
1	Additional service of subdivision landscape area	\$16,189.66	1	\$16,189.66
2	Subdivision enhancements *	\$35,000.00	1	\$35,000.00
3	Landscape Maintenance for PD **	\$124.50	9	\$1,120.50
3a	New Landscape Install	\$5,734.75	1	\$5,734.75
4	City Hall Seasonal Color *			
4a	Spring	\$508.00	1	\$508.00
4b	Fall	\$649.00	1	\$649.00
5	Primary Road Trimming	\$4,296.00	2	\$8,592.00
6	Secondary Road Trimming	\$3,964.00	2	\$7,928.00
7	Cart Path Trimming (per mile)	\$123.35	93	\$11,471.55
8	Curb and Gutter Spraying	\$1,338.00	3	\$4,014.00

9	Fires Station Landscaping and Mowing			
9a	Station #81	\$155.25	12	\$1,863.00
9b	Station #82	\$144.00	12	\$1,728.00
9c	Station #83	\$139.50	12	\$1,674.00
9d	Station #84	\$144.75	12	\$1,737.00

Grand Total

\$98,209.46

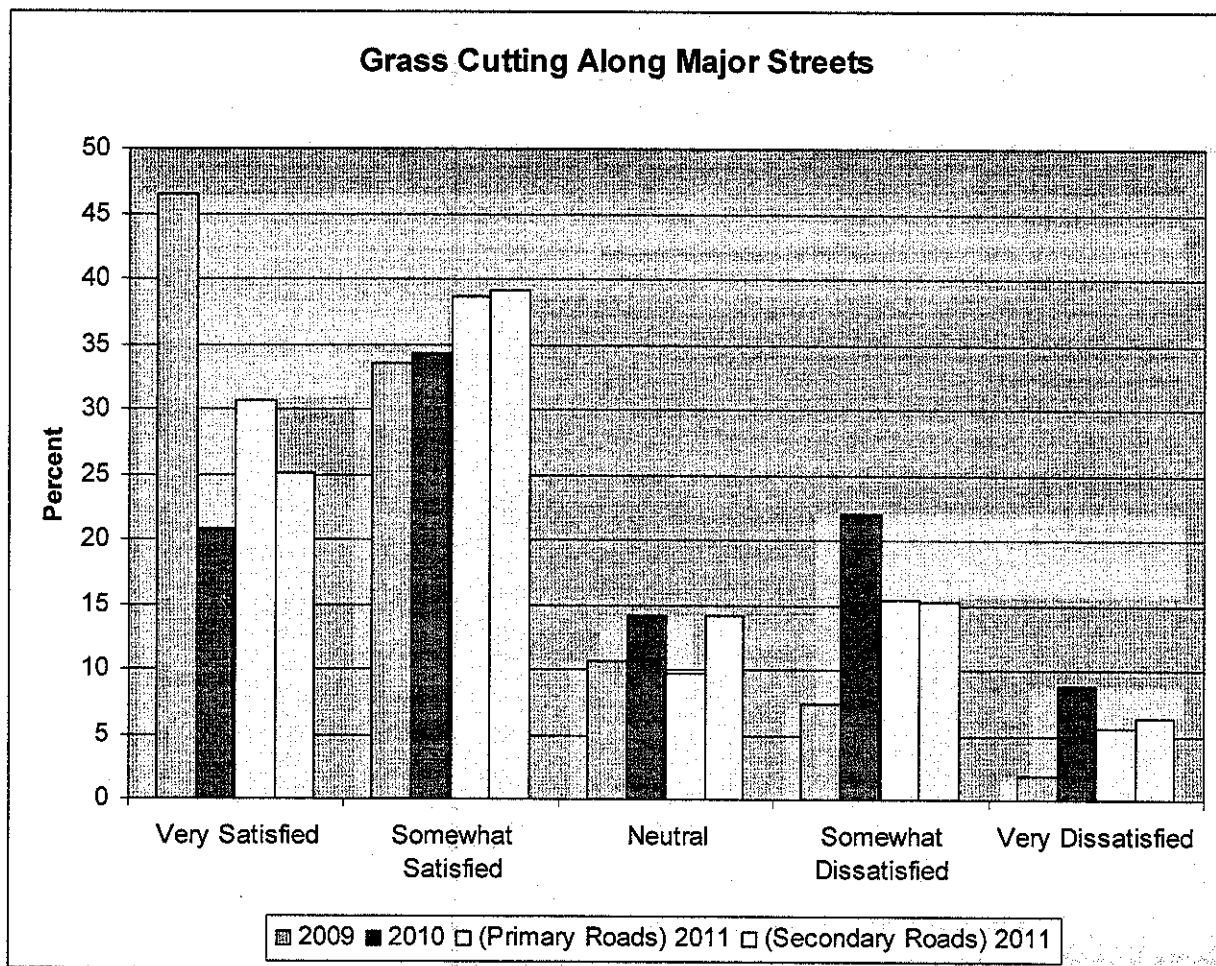
* Cost based on \$500 per bed

** Additional to 3 current services

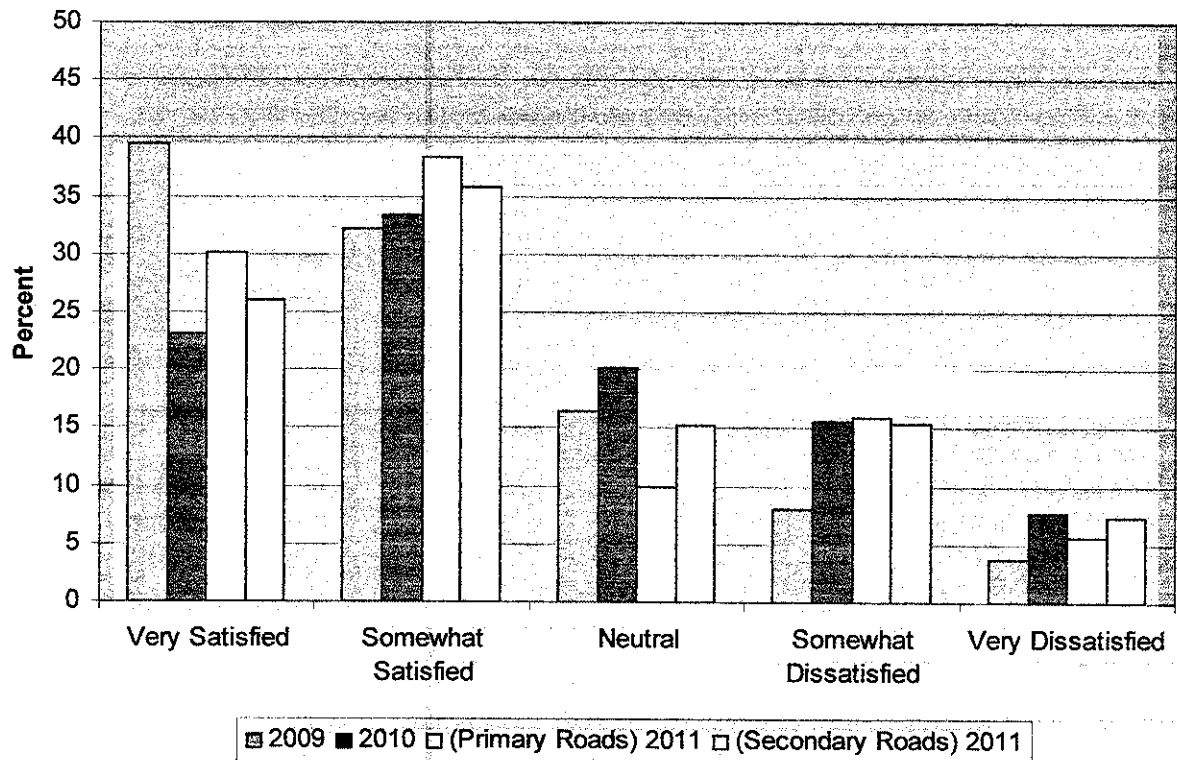
*** Quantities base on the remainder of the year not a full season

Following the review of the data above staff suggests that item 7 not be completed using the TruGreen contract. By restructuring current personnel, staff believes we can improve efficiency within the department to effectively complete this activity in house for a savings of \$11,471.55.

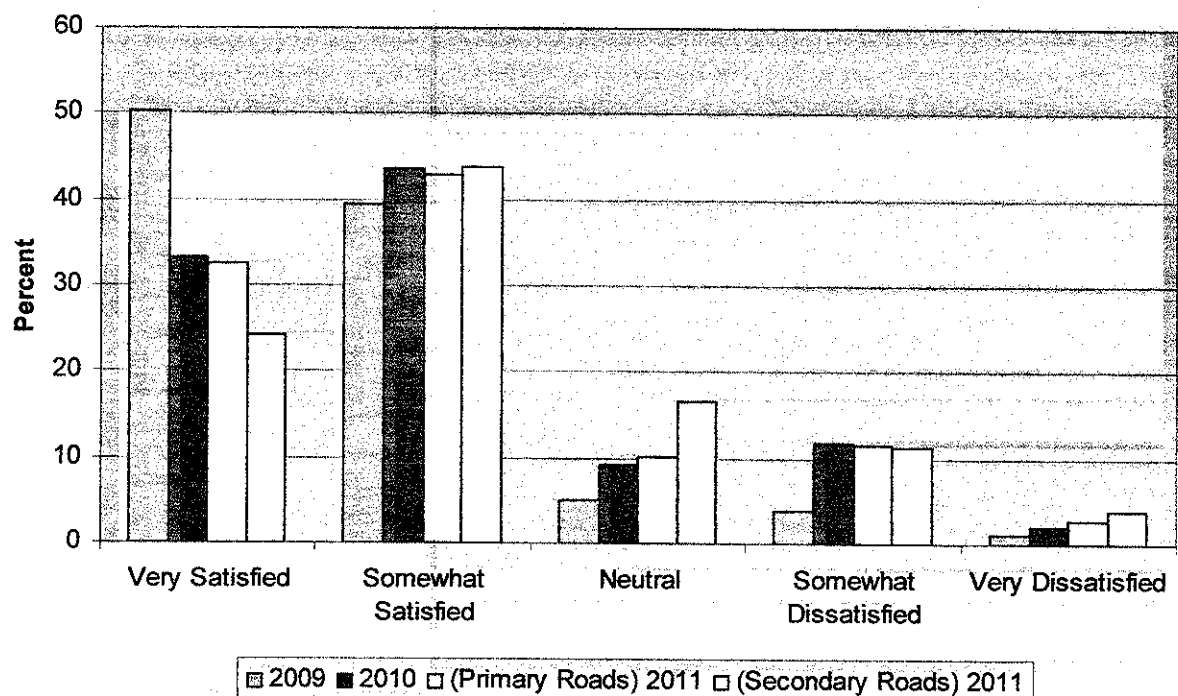
In addition to the information above, council requested that the City Survey results be supplied which reference the above services. The following charts graphically represent these questions and the answer for the 2009, 2010 and 2011 surveys.



Maintenance Of Subdivision Entrances (Landscape Medians)



Overall Appearance Of PTC Roadways



Budget Impact:

Any additional services approved would be funded from General Fund reserves.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager *[Signature]*
Financial Services Director *P.S.*
Administrative Services Director *NV*
Executive Director – CVB/Amphitheater Manager *N. Leno*

FROM: Human Resources Administrator *E. Brown*

DATE: April 14, 2011

SUBJECT: Consider Position Reclassification – Amphitheater
April 21, 2011, City Council Meeting

Recommendation

Staff recommends the reclassification of the following:

Current Position/Grade

Box Office Supervisor/Staff Asst.
Grade 76
Min \$35,533/Max \$57,220

Proposed New Position/Grade

Events Services Coordinator
Grade 77
Min \$37,334/Max \$60,120

Discussion

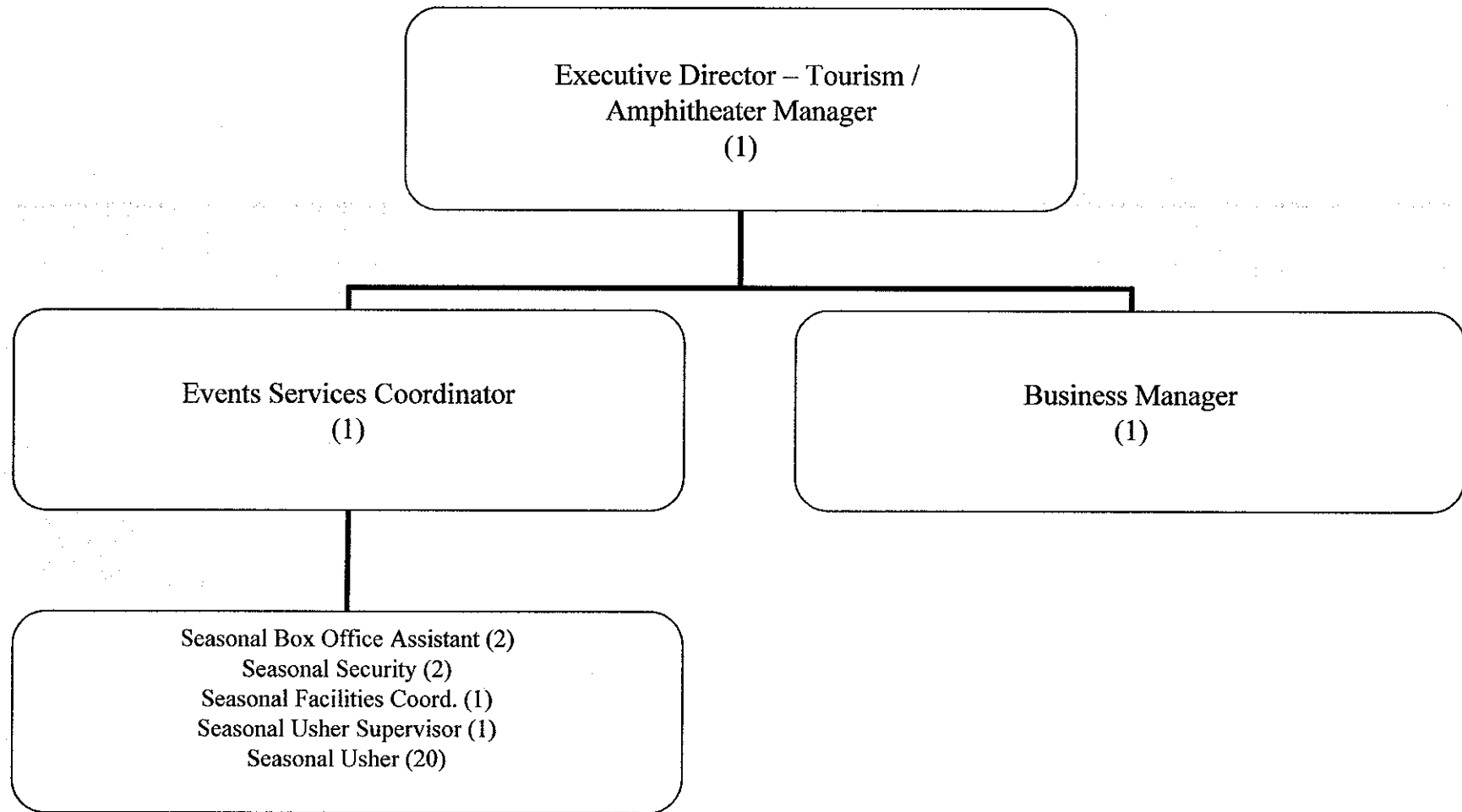
As part of the Amphitheater Manager's review of positions in her department, the Box Office Supervisor/Staff Assistant position was evaluated. It was found that the job description/job title did not match the actual work being completed. Please note the items in red that were added to the job description that is attached. Once the job description was modified, it was sent to The Mercer Group for evaluation of the factoring as is outlined in our compensation policy.

The results of the refactoring from The Mercer Group was a recommended reclassification of the Box Office Supervisor/Staff Asst. position from Grade 76 to Grade 77. We are also requesting a job title change to Events Services Coordinator which is more descriptive of the responsibilities of the position.

Budget Impact

The total budget impact for reclassifying this position in FY 11 (5 months) is \$813.00 with an annual impact of \$1950.00. The amount required from the General Fund for this reclassification is minimal and can be absorbed in the FY 11 Amphitheater budget.

Amphitheater
October 1, 2010
(Proposed April 25, 2011)



THE CITY OF PEACHTREE CITY

JOB DESCRIPTION

Title: Events Services Coordinator
Division:
Department: Amphitheater
Job Code: 803
Level: 277
Eligible for Overtime: Yes
Reports To: Amphitheater Manager
Prepared By: Human Resources Administrator
Prepared Date: April 14, 2011

I. POSITION SUMMARY

This position controls and monitors the customer contact aspect of the facility operations by planning, directing, and supervising box office operations, specified marketing campaigns, telephone and outside contractor service functions, planning and implementing community events, and monitoring concession services.

II. ESSENTIAL FUNCTIONS

- Ensure successful event coordination activities for community events.
- Provide primary face-to-face contact with patrons for ticketing purposes.
- Maintain the proper image and generate positive public relations with patrons and staff.
- Plan and coordinate the implementation of all center ticketing and box office policies in coordination with City Finance Department policies.
- Oversee all aspects of series ticket renewals.
- Assist Amphitheater Manager in solicitation of sponsorships for concert season.
- Maintain open communications between contractors, employees, and public by providing technical facility information and establishing an effective rapport. This includes concession software and reporting.
- Prepare daily ticket sales reconciliation reports and concession reports for each event for external food and beverage contractor, as well as Amphitheater management.
- Assist Amphitheater Manager in staffing box office and oversee/supervise box office staff during Amphitheater events.
- Administer "permit parking" program.
- Work directly with Convention & Visitors Bureau Sales Coordinator in preparation of convention bid packages.
- Coordinate outside service needs with food and beverage contractor.
- Research, review, and recommend equipment, materials, and supplies required in providing event services and planning.
- Assist in preparation of estimated revenues and expenditures for facility.

- Coordinate backstage media pass, and meet and greet passes with Amphitheater Manager.
- May act in place of Amphitheater Manager when assigned.
- Perform other duties as assigned by supervisor.

III. QUALIFICATIONS

The qualifications listed below represent the credentials necessary to perform the essential functions of this position. To be successful in this position, an individual must be able to perform each essential duty satisfactorily. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

A. Education and/or Experience

- Two years of college/Associates Degree in Fine Arts, Drama, Marketing, Venue Management, or other related field with a minimum of four years experience working with theater operations (or similar operations) or a Bachelors Degree in Fine Arts, Drama, Marketing, Venue Management or related field with a minimum of two years experience working with theater operations (or similar operations).
- Must have a minimum of one year supervisory experience.

B. Knowledge/Skills/Abilities

- Must possess excellent customer service skills, having the ability to deal with different personalities and possible conflict in a professional calm manner.
- Must possess outstanding communications skills – both oral and written.
- Must possess a working knowledge of the operation of an amphitheater or a similar venue.

C. Certificates/Licenses/Registrations

- Must possess a Class C Drivers License and have a satisfactory driver history (MVR).

IV. WORKING CONDITIONS

A. Physical Demands

- The work is mainly sedentary in off-season. During concerts and events, the position requires extensive walking, standing, stooping, carrying of light items, such as papers, books, or small parts, or driving an automobile. Lifting of moderately heavy items weighing less than 25 pounds may be required. The position may require specific, but common physical characteristics and abilities, such as mobility and dexterity.

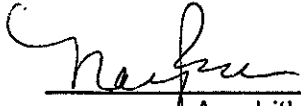
B. Work Environment

- The incumbent works in an office environment, as well as outside. The work environment involves everyday risks or discomforts which require normal safety precautions.

C. Travel Requirements

- The incumbent will not be required to travel.

V. APPROVAL SIGNATURES



Amphitheater Manager

4/14/11

Date



Human Resources Administrator

4/14/11

Date



City Manager

4/15/11

Date

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

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

FROM: Community Development Director *David*

DATE: April 15, 2011

SUBJECT: Consider Special Encroachment Permit and Mowing and Maintenance Agreement for GATEway grant for SR 74S landscaping enhancements
April 21, 2011 City Council Agenda

Recommendation:

That Council authorize the Mayor to sign the Special Encroachment Permit and the Mowing and Maintenance Agreement for the GATEway grant project and authorize Staff to submit this information to the Georgia Department of Transportation (GDOT).

Discussion:

At the April 7 City Council meeting, Staff presented the Memorandum of Agreement to Council for Phase 1 of the SR 74 S landscape enhancement project. That Agreement stipulates the City agrees to provide, install and maintain the landscape enhancements as approved by GDOT, and that GDOT agrees to reimburse the City up to \$50,000 for the referenced work.

GDOT has prepared the Special Encroachment Permit, which authorizes the city to perform work within the GDOT right-of-way. Additionally, GDOT has prepared a Mowing and Maintenance Agreement which stipulates the city is responsible for maintaining the landscaping once installed. Both documents must be signed by the city and returned to GDOT before they will authorize any work commence. As a reference, the city entered into similar agreements with GDOT as each phase of the SR 54 E landscape enhancement project was being implemented.

Budget impact:

GDOT will reimburse the City up to \$50,000 for the landscape enhancements. The selected landscape contractor would be required to maintain the landscaping for no less than two (2) years from date of final acceptance. The City would assume maintenance responsibilities at that time.

Attachments

April 15, 2011

Mr. Thomas B. Howell, P.E.
District Engineer
Georgia Department of Transportation
District Three
115 Transportation Boulevard
Thomaston, GA 30286

SUBJECT: Grant program: GATEway
Project: SR 74 S landscape enhancement project (Phase 1)
Jurisdiction: City of Peachtree City
County: Fayette County
State Route: 74
Mile post: 11.01
Permit number: 04-2011-003-113

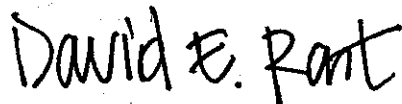
Dear Tom:

This is to advise you that all utility companies have been notified that may have a facility in the area of construction. Utilities that are identified at this location are shown on the plans submitted to the Department.

Conflicts that were identified were noted and any relocation of a utility is reflected on the plans. I understand that a separate utility permit will be required for any utility adjustment or relocation. I agree that all relocation of utilities will be the responsibility of the Applicant and work will be done at no cost to the Department of Transportation.

Should you have any questions, please do not hesitate to contact me at (770) 487-5731.

Sincerely,



David E. Rast, ASLA
Community Development Director

file

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

(READ BEFORE SIGNING)

District 3

NAME OF APPLICANT: Peachtree City

S.R. NUMBER: 74 MILE POST: 11.01

PERMIT NUMBER: 04-2011-003-113 COUNTY: Fayette

The undersigned agrees to indemnify and hold harmless the Georgia Department of Transportation, the State of Georgia, its agencies and instrumentalities and all of their respective officers, members, employees and directors (collectively referred to as the "DOT" from and against any and all claims, demands, liabilities, losses, cost of expenses, including attorneys', and from the payment of any sum or sums of money to any persons whomsoever (including third persons or subcontractors, employees or agents of the undersign or of DOT), for any loss due to personal injury, death, or property damage arising out of attributable to or resulting from this permit or in any way attributable to the activities authorized by this permit; or due to any violation of this permit by the permit holder, or due to the application or violation of any pertinent Federal, State or Local Law, rule or regulation in connection with this permit or authorized by this permit. If and to the extent such damage or loss covered by this indemnification is paid by and State self-insured funds (the "Funds") established and maintained by the State of Georgia Departments of Administrative Service Risk Funds. The undersigned acknowledges the permit can be granted in situations where limited sight distance exists, and that the DOT makes no warranty, express or implied, concerning sight distance or other engineering considerations involved in granting this permit. The undersigned further acknowledges that the DOT has relied upon the representation made by the undersigned in applying for this permit, including the undersigned's representation that all conditions of the permit shall be met and that the undersigned shall meet ALL DOT Specifications, as well as all relevant Federal, State and Local Laws, rules or regulations in the activities authorized by this permit. This indemnification shall apply where all DOT may be partially responsible for the situation giving rise to the claim.

Print Name

Donnie O. Haddix

Sign Name

Date

Witnessed

Date

Notary Seal

DOT 7410

Distribution
(AFTER APPROVAL)
White – Applicant
Yellow – General Office
Blue – District Engineer
Green – Field Inspector

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
ATLANTA, GEORGIA
30334-1002



	(FOR DOT USE ONLY)
District No.	3
State Route No.	007400
Mile Post No.	11.01
County	Fayette
Tracking No.	329027
Permit No.	04-2011-003-113

APPLICATION AND PERMIT FOR SPECIAL ENCROCHMENT
TO: GEORGIA DEPARTMENT OF TRANSPORTATION, ATLANTA, GEORGIA 30334-1002

Application is hereby made by Peachtree City 770-631-2538
Name of Applicant (Area Code) Phone No.
153 Willowbend Road Peachtree City, GA 30269
Post Office Address City and State Zip Code

for permission to accomplish work on the Right of Way of STATE HIGHWAY NO.
U.S. within the City Limits of Peachtree City and in Fayette County.
in accordance with the ATTACHED PLANS, subject to the Rules and Regulations for Driveway and Encroachment control on file in the General office of the Georgia Department of Transportation and, and made a part hereof by reference thereto, and SPECIAL REQUIREMENTS set forth herein. The description of the proposed work is to:
Gateway project installing plants along NE side of SR 74 to just past Clover Reach

The proposed work site is located on the property on the Both side of the route beginning 400 Feet,
N.E.W. From Nearest Street
S of the center line, of Acorn St and fronting 2720
N.E.W. Nearest Street or Road Total Frontage Used
Feet further N along said Highway; and at mile post 11.01
N.E.W.

Permit requested on April 8, 2011

By

Donnie O. Haddix

Type or Print Name

Witness in Ink on All Copies

Witness in Ink on All Copies

Title

Mayor, City of Peachtree City
If Agent or Official for Applicant

FORM TO BE COMPLETED BELOW THIS LINE BY THE GEORGIA DEPARTMENT OF TRANSPORTATION

☒ Non-Limited Access – Approval by District Office

☐ Limited Access – Approval by General Office

SPECIAL REQUIREMENTS: (by DOT only)

- Any conflicts with existing utilities are to be resolved at applicant's expense.
- Bond is waived if the city submits a letter stating they will hold the contractor's bond until GDOT inspects and approves the work.

PERMIT GRANTED to perform the above-described work in accordance with REQUIREMENTS of the Georgia Department of Transportation; this _____

This permit is to be strictly construed and no work other than that specifically described above is hereby authorized. The work authorized herein must begin within three months from the date of approval and must become completed on a schedule satisfactory to the department and not to exceed twelve months from the date the permit is approved.

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

By

District Engineer

Title

No modifications or changes may be made to the text of this permit, unless agreed upon in writing by the Department. A copy of the form for this permit is on file with the Department's Office of Traffic Operations, General Office, and the language therein shall be deemed to control in the event of any disputes concerning the specific provisions of this permit or any modifications to same.

_____ Book No. _____ Page _____
 Date _____ County _____ Page _____

INDEMNITY AGREEMENT

Indemnity Agreement entered into this _____ day of _____, 20_____, by and between The City Of Peachtree City (hereinafter call the "APPLICANT") and the GEORGIA DEPARTMENT OF TRANSPORTATION, as agency of the State of Georgia with offices at One Georgia Center, 600 Peachtree Street NW, Atlanta, Georgia 30308 (hereinafter called the "DOT");

WITNESSETH:

For and in consideration of the DOT's grant of permission for Landscape Enhancement (hereinafter called the "ENCROACHMENT"), as indicated on Permit # 04-2011-003-113 on the right of way of State Route 74, in Land Lot _____ of the _____ Land District of _____ County, Georgia.

The APPLICANT shall and does agree to indemnify and save harmless the DOT and DOT's agents, officers, servants and employees from any and all lawsuits, actions or claims of any character brought because of any injuries or damage received or sustained by any person, persons or property arising out of the construction, operation and/or maintenance of the ENCROACHMENT located as described herein.

The APPLICANT shall and hereby agrees to maintain the ENCROACHMENT in good repair at the APPLICANT's sole expense and shall and does hereby release DOT from any claims arising out of the APPLICANT's failure to so maintain the ENCROACHMENT.

The APPLICANT shall and hereby agrees to make all repairs at its own expense for any damage caused by DOT employees or agents to the ENCROACHMENT which is located on DOT right-of-way in accordance with the permit numbered above and issued with this agreement.

The DOT reserves the right to enter the area described in the ENCROACHMENT to insure the area is being maintained in accordance with DOT safety and maintenance standards. DOT shall notify the APPLICANT of any repairs which need to be made and the APPLICANT shall correct the problem as soon as such notification is given. If the APPLICANT has not made said repairs within a reasonable period of time, the DOT may enter the property to effect such repairs. The APPLICANT shall reimburse the DOT for any cost incurred as a result of DOT's performing such repairs.

The DOT reserves the right to terminate this indemnity Agreement at any time upon thirty (30) days written notice to the APPLICANT. Upon receipt of such notice as specified by DOT, the APPLICANT at its own expense shall be responsible for removing the ENCROACHMENT and returning the area to its original condition or an acceptable substituted condition.

The term of the Indemnity Agreement shall be for a period of fifty (50) years, commencing upon execution hereof by DOT, subject to any rights of termination as are hereinabove set forth.

The covenants herein contained shall except as otherwise provided accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, individually or through their authorized officers, agents or attorneys-in-fact as the case may be, causing their respective seals to be affixed hereto the day and year first above written.

DEPARTMENT OF TRANSPORTATION

APPLICANT

By: _____ (SEAL)
 Commissioner

Corporate Seal Required for Corporations
 [Plus two (2) Signatures]

ATTEST:

 Signature of Property Owner (or Corporate Officer)

 Treasurer (STATE SEAL)

 Corporate Officer (or Another Property Owner)

 Unofficial Witness

 Typed Name of Owner (or Typed Names & Titles of
 Corporate Officers who signed above)

 Signature of APPLICANT

 Typed Name of APPLICANT (and Title if Applicable)

 Notary Public
 Commission Expiration:
 (NOTARIAL SEAL)

Rev: May 21, 2010

RIGHT OF WAY MOWING AND MAINTENANCE AGREEMENT

By and Between

THE

GEORGIA DEPARTMENT OF TRANSPORTATION

AND

The City Of Peachtree City

THIS AGREEMENT made and entered into this ____ day of _____, 20____ by and between the **DEPARTMENT** of Transportation, an agency of the State of Georgia, hereinafter alternately referred to as **"DEPARTMENT"** or **"LICENSOR"**, and the **APPLICANT** hereinafter referred to as **"LICENSEE"**.

WHEREAS, the **DEPARTMENT** desires to enter into a public/private partnership to perform certain services relating to mowing and maintenance within **DEPARTMENT'S** right of way, hereinafter called the **"PROJECT"**, and

WHEREAS, the **LICENSEE** has represented to the **DEPARTMENT** that, if such permission is granted to the **LICENSEE**, **LICENSEE** shall bear all costs and liability associated with the **PROJECT**; and

WHEREAS, the **LICENSEE** has represented to the **DEPARTMENT** that they are qualified and experienced to provide such services and the **DEPARTMENT** has relied upon such representations;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants as herein contained, it is agreed by and between the parties hereto that:

ARTICLE I
SCOPE OF PROJECT

The **DEPARTMENT** shall permit the **LICENSEE** to perform or cause to be performed, the **PROJECT** consisting of certain services related to maintaining an identified section of the **DEPARTMENT'S** rights of way.

This permission shall be granted by the means of this Agreement for the entire scope of the **PROJECT**, as set forth herein.

The maintenance duties and responsibilities of the **LICENSEE** are defined and set forth in Article XI – **MAINTENANCE WORK PLAN** of this Agreement, and further enumerated and described in Exhibit 'A' – Application and Permit for Special Encroachment with approved drawings or final working drawings for a Department-approved construction **PROJECT**. Exhibit 'A' is attached hereto and incorporated by reference as if fully set out herein. The **PROJECT** location shall be defined or delineated as part of Exhibit 'A'. The required Special Encroachment Permit and/or the construction **PROJECT** final working drawings are to be approved or issued by the **DEPARTMENT**.

Should the **LICENSEE** desire that these maintenance services be performed by a third party, **LICENSEE** and the third party shall enter into subsequent agreement, whereby the **LICENSEE** shall assume all responsibility of repayment to the third party for those services to be rendered as set forth in Article XI - **MAINTENANCE WORK PLAN**. The Agreement between **LICENSEE** and any third parties to this Agreement, shall meet all operational and administrative requirements, including the provisions of liability insurance, set forth by the **DEPARTMENT**, and all liability associated with the **PROJECT** shall be borne by **LICENSEE** and any third parties, as set forth in Article VIII, herein.

ARTICLE II
EXECUTION OF CONTRACT AND AUTHORIZATION
TIME OF PERFORMANCE

Time is of the essence in this agreement. The **LICENSEE** shall execute this Agreement and return it to the **DEPARTMENT** within thirty (30) days after receipt of contract forms from the **DEPARTMENT**.

The **LICENSEE** shall begin work on the **PROJECT** under this Agreement immediately after receiving a signed and executed copy of the Agreement (unless noted otherwise in Exhibit A or upon **PROJECT** construction completion).

Subject to the terms and conditions set forth in this Agreement, and upon execution of this Agreement, the **DEPARTMENT** grants the right to the **LICENSEE** to mow, edge, and maintain, as set forth in Article XI- **MAINTENANCE WORK PLAN**, that specific section of right-of-way identified in this Agreement, and herein defined as the **PROJECT**.

The duration of this Agreement shall be for fifty years from the date above first written unless terminated sooner by the **DEPARTMENT** or **LICENSEE**.

ARTICLE III
SUBSTANTIAL CHANGES

If, prior to the satisfactory completion of the services under this Agreement, any party materially alters the scope, character or complexity of the services from those required under the Agreement, a Supplemental Agreement shall be executed between the parties. It is understood, however, that **LICENSEE** shall not engage in any activities or conduct any work which would be considered to be outside the scope of the permission granted to **LICENSEE** by the **DEPARTMENT**. Minor changes in the work which do not involve increased compensation, extensions of time or changes in the goals and objectives of the work may be made by written notification of such change by any party with written approval by the other parties.

ARTICLE IV ASSIGNMENT

It is understood by the **LICENSEE** that the work is considered personal and, except as provided for in Article I, **LICENSEE** agrees not to assign, sublet or transfer any or all of their interest in this Agreement without prior written approval of the **DEPARTMENT**.

ARTICLE V CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Fayette County, Georgia, without reference to its choice of law doctrine, and all questions of interpretation and construction shall be governed by the laws of the State of Georgia. Any litigation arising out of this contract shall be commenced within the State of Georgia. The foregoing provisions shall not be construed as waiving any immunity to suit or liability, including without limitation, sovereign immunity which may be available to the Department.

ARTICLE VI INSURANCE

Prior to beginning work, the **LICENSEE** shall obtain and certify to the **DEPARTMENT** that it has the following minimum amounts of insurance coverage:

- (a) Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.
- (b) Public Liability Insurance in an amount of not less than one hundred thousand dollars (\$100,000) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars (\$300,000) on an account of any one occurrence, or proof of self insurance.
- (c) Property Damage Insurance in an amount of not less than fifty thousand dollars (\$50,000) from damages on account of any occurrence, with an aggregate limit of one hundred thousand dollars (\$100,000), or proof of self insurance.

(d) Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the **PROJECT**.

(e) Insurance shall be maintained in full force and effect during the life of the **PROJECT**.

The **LICENSEE** shall furnish upon request to the **DEPARTMENT**, certificates of insurance evidencing such coverage. These certificates **shall** also provide that the insurance will not be modified or canceled without a 30 day prior written notice to the **DEPARTMENT**. Failure by the **LICENSEE** to procure and maintain the insurance as set forth above shall be considered a default and cause for termination of this Agreement and forfeiture of the Performance and Payment Bonds. The **LICENSEE** shall, at least fifteen (15) days prior to the expiration date or dates of expiring policies, deposit certified copies of renewal, or new policies, or other acceptable evidence of insurance with the **DEPARTMENT**.

ARTICLE VII

COMPENSATION

It is agreed that **LICENSEE** shall conduct all work at no cost to the **DEPARTMENT**, and without compensation from the **DEPARTMENT**. It is further agreed that any **and all** issues relating to compensation and payment shall be resolved by and between **LICENSEE** and any successors, subcontractors, or assigns thereto.

The **DEPARTMENT** and **LICENSEE** further agree that, should the **DEPARTMENT** be required to conduct any inspections and/or supervision of the **PROJECT** beyond that which would normally occur in the ordinary course of the **DEPARTMENT'S** maintenance activities, **LICENSEE** shall reimburse the **DEPARTMENT** for such inspection and supervision. The rate of reimbursement for the **DEPARTMENT'S** inspection and supervision shall in no case exceed a rate determined to be reasonable by the parties.

Should **LICENSEE** and the **DEPARTMENT** desire to change this agreement at a later date to provide for compensation to **LICENSEE**, or any successors or assigns thereto, such change shall only be permitted by a supplemental agreement as set forth in Article III herein. Any supplemental agreements involving compensation shall be subject to the **DEPARTMENT** review and approval.

ARTICLE VIII
RESPONSIBILITY FOR CLAIMS AND LIABILITY
LICENSEE NOT AGENT OF DEPARTMENT

LICENSEE, and all successors and assigns thereto, shall save harmless the **DEPARTMENT**, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the performance of work assigned to **LICENSEE** under this Agreement. **LICENSEE** further agrees that they shall be fully responsible for injury or damage to landscaping, landscape related items, and any other non-standard and decorative elements installed by or for the **LICENSEE** within the right of way, and for any damage to the **DEPARTMENT'S** signs, structures, or roadway fixtures, if **LICENSEE** causes the damage. These indemnities shall not be limited by reason of the listing of any insurance coverage.

It is further understood and agreed that **LICENSEE**, or any successor or assigns thereto, in the conduct of any work involved in the **PROJECT**, shall not be considered the agent of the **DEPARTMENT** or of the State of Georgia.

ARTICLE IX
TERMINATION OF CONTRACT

The **DEPARTMENT** may terminate this contract for just cause at any time by giving of thirty (30) days written notice of such termination. Upon receipt of such notice of termination, **LICENSEE** shall discontinue and cause all work under this contract to terminate upon the date specified in the said notice. In the event of such termination, the **DEPARTMENT** shall be paid for any amounts as may be due it as specified in Article VII up to and including the specified date of termination. **LICENSEE** shall have the right to terminate this contract at any time, provided that such termination is first approved by the **DEPARTMENT**, and that the **DEPARTMENT** is reimbursed in full for all services rendered pursuant to Article VII.

The **DEPARTMENT** and **LICENSEE** further agree that, should the **DEPARTMENT** allow the **LICENSEE** to terminate the agreement, the termination, unless determined otherwise in writing by the **DEPARTMENT**, shall be contingent upon the following:

- A. The **LICENSEE**, at the discretion of the **DEPARTMENT**, removing the planted landscaping, landscape related items, and any other non-standard and decorative elements that were installed by or for the **LICENSEE** at no cost to the **DEPARTMENT**.
- B. The **LICENSEE** restoring the removed landscape areas to their original condition or a condition that meets federal standards and is acceptable to the **DEPARTMENT**.
- C. The **LICENSEE** restoring the removed non-standard and decorative elements with standard **DEPARTMENT** elements that meet federal and state requirements.
- D. The **LICENSEE** reimbursing the **DEPARTMENT** in full any state and/or federal funds used to purchase and install the landscaping, landscape related items, and other non-standard and decorative elements that are no longer to be maintained by the **LICENSEE**.

The **DEPARTMENT** and the **LICENSEE** agree that, should the **LICENSEE** fail to perform the maintenance, as set forth in Article XI - **MAINTENANCE WORK PLAN**, the **DEPARTMENT** may require the **LICENSEE** to remove, restore, and reimburse according to items "A", "B", "C", and "D" above, as applicable, and then terminate the agreement.

ARTICLE X

COMPLIANCE WITH APPLICABLE LAW

The undersigned certify that:

- A. This Agreement is subject to applicable state and federal laws, standards, and rules and regulations.
- B. The provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State Employees and Officials Trading with the State have been complied with in full.
- C. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full.

ARTICLE XI
MAINTENANCE WORK PLAN

ARTICLE XI

EXHIBIT A MAINTENANCE WORK PLAN/LANDSCAPE MAINTENANCE AGREEMENT

For all maintenance activities, at a minimum, abide by the Federal Manual of Uniform Traffic Control Devices (MUTCD) standards, current edition, for temporary traffic control. Move equipment or materials on or across a traveled way in a manner as not to unduly interfere with traffic.

Watering

- Provide adequate water to maintain healthy plant material
- Water in a manner that it does not endanger pedestrian or vehicular traffic
- Water according to the state or local government restrictions

Seasonal Color (Annuals and Herbaceous Perennials)

- Install and maintain plant material at a height that does not interfere with clear sight lines for both pedestrians and vehicular traffic according to the Department's sight distance criteria
- Maintain bare areas in seasonal beds with a minimum 3 inch cover of mulch
- Cut back perennials each year after they are spent to keep the beds free of vegetative debris

Ornamental Grasses

- Trim away dead foliage from ornamental grass clumps in February.

Pruning

- Remove dead or diseased planted vegetation.
- Prune trees, shrubs and ground covers to maintain the health of the plants and to maintain in the intended design character of the plant (no stump pruning or lollipop/ball shapes)
- Prune trees, shrubs, and ground covers as needed to remove damage by storm or accident events and to prevent safety hazards. Prune to maintain open sight distances, clear zone areas and traffic sign visibility. Provide clearance for pedestrian and vehicular traffic mobility.
- Prune according to American National Standards Institute, latest edition, A300 Part 1 pruning standards

Plant Replacement

- Replacement of dead or diseased vegetation of planted material within the project limits is the responsibility of the LICENSEE
- Replacement plant material must be according to the Department's landscaping policy 6755-9 and Special Provision Section 702.

Weeding

- Maintain right of way free of weeds, exotic and invasive pest plants, undesired vegetation and other noxious weeds
- All Pesticide/Herbicide use shall be under the direct supervision of someone with the appropriate Commercial Category 27 (right of way use) license.
- When pesticides/herbicides are being applied the person applying shall have in their possession all labeling associated with the pesticide/herbicide and their license/certification.
- Post warning signs for pesticide/herbicide use as required by state code.

Mowing and trimming of grass

- Maintain a neat appearance and clear sight lines for pedestrian and vehicular traffic.

Mulching

- Replace mulch in plant beds as needed to maintain an attractive, fresh look at a 2-3" depth
- Maintain mulch so that it will not spread or wash on to pedestrian paths or traveled lanes

Litter

- Completely remove all litter and debris and other objectionable material on site.
- Do not deposit or blow litter, debris and vegetation into gutters or drainage structures.
- Make disposal in accordance with local and state laws.
- Remove all graffiti within project limits

Vines

- Train vines so they cover the sound walls and do not encroach into the area near the guard rail and do not grow over the guard rails.

NOTE:

All major maintenance repair activities and activities that may interfere with traffic or pedestrian flow within the right of way project limits, such as travel lane/walkway closures, require the LICENSEE notify the Department at least 48 hours prior to the activity to coordinate and gain Department approval. Because the majority of the project is located in the narrow area between the sound walls and the road, take special care to follow MUTCD safety requirements.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, said parties have hereunto set their hand and affixed their seals the day and year above first written.

GEORGIA DEPARTMENT OF TRANSPORTATION

Commissioner or designee

ATTEST:

Kate Pfirman
Treasurer

LICENSEE:

(Title) Mayor, City of Peachtree City

Sworn to before me this
_____ day of _____, 20_____.

NOTARY PUBLIC

My commission expires _____, _____.

EXHIBIT 'A'

(Attach the Application and Permit for Special Encroachment with approved drawings or the final working drawings for a Department-approved construction)

INDEX			REVISION SUMMARY	
SHEET #	DESCRIPTION	DATE	SHEET #	DESCRIPTION
1	COVER SHEET	2/24/11	5 - 8	REMOVED AMERICAN HOLLY, EMERALD ARBORTIVE, ANISE, SPARTAN JUNIPER, CREEPING FIG, EVERGREEN GIANT LIROPE, VIRGINIA CREEPER, BERMUDA SOD. ADDED ALL UTILITY LAYERS, BOSTON IVY. REVISED TITLE BLOCK.
2	INDEX & REVISION SUMMARY	2/24/11	1 - 4	REVISED TITLE BLOCK.
3	ESTIMATE SHEET	2/24/11	3	REVISED TITLE BLOCK & PLANT TABLE. REMOVED AMERICAN HOLLY, EMERALD ARBORTIVE, ANISE, SPARTAN JUNIPER, CREEPING FIG, EVERGREEN GIANT LIROPE, VIRGINIA CREEPER, BERMUDA SOD. ADDED BOSTON IVY.
4	PLANT SPECIFICATIONS, DETAILS, & NOTES			
5	PLANTING PLANS - STATION 15+000 TO 15+860			
6	PLANTING PLANS - STATION 15+860 TO 16+360			
7	PLANTING PLANS - STATION 16+360 TO 17+040			
8	PLANTING PLANS - STATION 17+040 TO 17+720			



03/24/11



DATE	REVISIONS	DATE	REVISIONS
2/24/11	PER GDOT COMMENTS		

CONTACT:



STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
INDEX & REVISION SHEET
JURISDICTION: CITY OF PEACHTREE CITY, GEORGIA
PROJECT: GDOT GATEWAY GRANT,
SR 14 SOUTH LANDSCAPE ENHANCEMENT PHASE 1
COUNTY: FULTON
DATE: 1/20/2010
SH 2 OF 8

GDOT ITEM #	DESCRIPTION		UNIT	QUANTITY
	BOTANICAL NAME	COMMON NAME		
702-0135	CEDRUS ATLANTICA	ATLAS CEDAR	EACH	86
702-0225	CRYPTOMERIA JAPONICA	CRYPTOMERIA	EACH	52
702-0520	JUNIPERUS VIRGINIANA	EASTERN RED CEDAR	EACH	160
702-0542	LAGERSTROEMIA INDICA MIAMI	CRAPE MYRTLE MIAMI	EACH	59
702-0630	MAGNOLIA GRANDIFLORA "LITTLE GEM"	LITTLE GEM MAGNOLIA	EACH	50
702-0838	PRUNUS YOSHINO	FLOWERING CHERRY	EACH	17
702-0006	ABELIA GRANDIFLORA KALEIDOSCOPE	KALEIDOSCOPE ABELIA	EACH	94
702-0254	EUONYMUS ALATUS	WINGED EUONYMUS	EACH	138
702-0610	LOROPETALUM CHINESE	LOROPETALUM "CHINESE"	EACH	239
702-0678	MUHLENBERGIA CAPILLARIS "PINK MUHLY"	PINK MUHLY GRASS	EACH	84
	BIGNONIA CAPREOLATA	CROSSVINE TANGERINE-BEAUTY	EACH	1650
	PARTHENOCISSUS TRICUSPIDATA	BOSTON IVY	EACH	1837
702-9020	HARDWOOD MULCH		SY	8953



12/18/11



DATE	REVISIONS	DATE	REVISIONS
02/01/11	PER GDOT COMMENTS		

CONTACT:

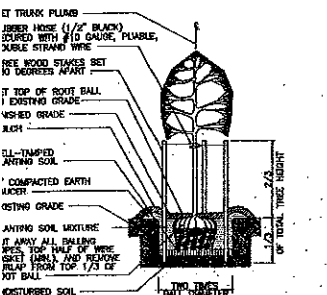


STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION
ESTIMATE SHEET
AUTHORITY: CITY OF PEACHTREE CITY, GA - RMA
PROJECT: GDOT GATEWAY GRANT
SR 14 SOUTH LANDSCAPE ENHANCEMENT PHASE I
COUNTY: FAYETTE
DIST: 1000008
SH 3 OF 8

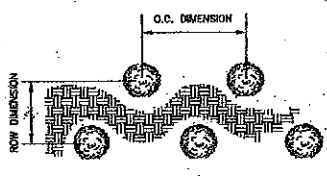
PLANT LIST FOR PHASE I

SDOT #	TREES	COMMON NAME	SCIENTIFIC NAME	SIZE	QUANTITY
702-0158	CA	CELRUS ATLANTICA	ATLAS CEDAR	8" DBH	15
702-0225	CA	CRYPTOMERIA JAPONICA	CRYPTOMERIA	3" GAL	15
702-0250	JV	JUNIPERUS VIRGINIANA	EASTERN RED CEDAR	8" DBH	150
702-0462	LM	LAGERSTROMIA INDICA MAM	GRAPE MYRTLE MAM	16 GAL	50
702-0230	MS	MADONIA GRANDIFLORA 'LITTLE GEM'	LITTLE GEM MADONIA	15 GAL	50
702-0036	PT	PRUNUS YOSHINO	FLOWERING CHERRY	2" GAL	25
SHRUBS					
702-0208	AKG	ABELIA GRANDIFLORA KALIDOSCOPE	KALIDOSCOPE ABELIA	3 GAL	4
702-0254	EA	EUONYMUS ALATUS	WINGED EUONYMUS	3 GAL	138
702-0410	LO	LOROPETALUM CHINENSE	LOROPETALUM CHINENSE	3 GAL	239
702-0275	MC	MOERLEBENIA CAPILLARIA 'PINK MOUNTAIN'	PINK MOUNTAIN GRASS	3 GAL	64
GROUNDCOVER					
BO		BIGNONIA CAPREOLATA	CROSBYNE TANGIERNE BEAUTY	1 GAL	1550
PT		PAVETREMOSSUS TROUSSEMI	BOSTON IVY	4" POT	1837

HARDWOOD MULCH



TREE PLANTING & STAKING DETAIL
N.T.S.



SHRUB PLANTING DETAIL
N.T.S.



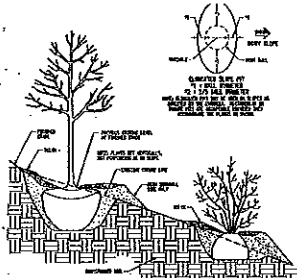
VINE PLANTING DETAIL
N.T.S.



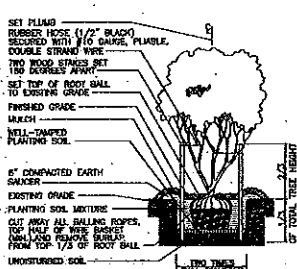
TRENCH EDGER DETAIL
N.T.S.



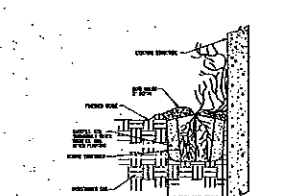
TREE SPACING DETAIL
N.T.S.



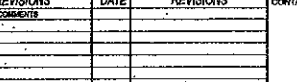
SLOPE PLANTING DETAIL
N.T.S.



MULTI-TRUNK TREE PLANTING DETAIL
N.T.S.



VINE PLANTING DETAIL
N.T.S.



TRENCH EDGER DETAIL
N.T.S.



TREE SPACING DETAIL
N.T.S.

PLANTING NOTES

Note: The following notes are provided in addition to the GA DOT Specifications and shall be incorporated into the pricing of this project:

SECTION ONE - GENERAL

1. The Contractor shall be responsible for the site inspection prior to landscape installation in order to acquaint himself with the existing conditions.
2. The Contractor shall be responsible for verifying all quantities of plant material shown on the planting plans before picking stock.
3. The Contractor shall be responsible for loading all underground utilities and shall avoid damage to all utilities during the course of the work. The Contractor shall be responsible for repairing any and all damage to utilities, structures, site improvements, etc., which occur as a result of the landscape construction.
4. Prior to submitting a bid, the Contractor shall verify any discrepancies between the notes, specifications, drawings or other conditions from the City Landscape Architect.
5. The Contractor shall complete a soil test in all planting areas by a suitable laboratory to determine soil amendment requirements and submit a soil test report to the Landscape Architect for approval. The Contractor shall adjust pH and fertility based upon these results. No addition or placement of soil is to be done prior to final soil report approval. No planting shall begin until suitable and proper adjustments have been made.
6. The Contractor shall lay out the location of all trees and bed lines for review and approval by the City Landscape Architect prior to planting. A minimum of 24 hours notice shall be provided and anticipated by the Contractor prior to the review.
7. The Contractor shall be responsible for maintaining all plant material until the work is accepted by the City Landscape Architect and/or the City.
8. The Contractor shall completely guarantee all plant material for a period of not less than two (2) years beginning at the date of final acceptance. The Contractor shall promptly make all replacements before or at the end of the guarantee period at the discretion of the Owner.
9. The Contractor agrees to perform all landscape maintenance (including watering) of the plant material throughout the guarantee period.

SECTION TWO - MATERIALS

1. All plants shall be well formed, vigorous, growing specimens with growth typical of varieties specified and shall be free from injury, pests and diseases. Plants shall be equal to or superior in quality as defined within the current issue of "American Standards for Nursery Stock" as published by the American Nurseryman's Association. These standards represent guidelines specifications only and constitute minimum quality requirements for plant material.
2. All plants are subject to approval or rejection by the City Landscape Architect and/or Owner at the job site. All material rejected shall be promptly removed from the project site at no additional cost to the Owner.
3. All plant material shall be carefully handled by the root ball, not the trunk, branches and/or foliage of the plant. Damaged plants shall be rejected.
4. All plant material shall be well rooted, not root bound, such that the root ball remains intact throughout the planting process. All plants with cracked or damaged root balls will be rejected.
5. All plant material shall be container grown or balled and burlapped and must all requirements specified within the plant list.
6. All trees shall be straight trunked, full headed and meet all requirements specified within the plant list.
7. After being dug at the nursery source, all trees in ball shall be acclimated for two (2) weeks under a mist system prior to installation.

SECTION THREE - EXECUTION

1. Prior to preparation of final landscape planting areas, the Contractor shall spray existing turf with an appropriate herbicide. All planting areas shall be reseeded to a depth of no less than 1/2" inches and all grass, weeds and debris shall be removed from these areas. All planting areas shall be maintained so that the center of the planting area is no less than twelve (12) inches in height and sloped toward the edge, where a 1/2" inch shall be installed in certain areas within the planting areas. Prior to installing plant material, a commercial-grade weed fabric (Terra-weed or approved equal) shall be installed and secured as appropriate.
2. Prior to preparation of the median planting areas, the Contractor shall remove no less than six (6) inches of existing soil from the entire length of the median within the project area and discard the material off-site. The Contractor shall then install the entire median planting area with a clean mixture of topsoil to create a raised planting bed. The height shall be installed so that it is flush with the travel lanes on either side of the median and rise to a height of no greater than 18" in height at the center of the median. The perimeter of all planting areas within the median shall contain a 6" x 6" inch to contain mulch. Prior to installing plant material, a commercial-grade weed fabric (Terra-weed or approved equal) shall be installed and secured as appropriate.
3. All trees must be staked or girdled as shown on the planting details.
4. All shrubs and tree pits shall be amended with a soil mixture consisting of One-Two bed mix (14 ft. Per gallon of plant mix) and 1/2 inch Cover composted Cow Manure (1 lb. per gallon of plant mix). All groundcover beds shall have 1/2 inch bed mix amended to a depth of 2".
5. The center of the planting holes for all shrubs and groundcover shall be no less than 24" from the back of curb or edge of pavement. The center of the planting holes for all trees shall be as shown on the drawings, but no less than 18" from the back of curb or edge of pavement.
6. All plants shall be installed in the proper grade and depth as shown on the details and by standard nursery practice. Replanting shall be as shown on the plant list or as called for in the Plant List.
7. All planting shall be done during suitable weather conditions which will permit proper pH correction and watering. The Contractor shall be responsible for providing water as appropriate to water in plants after installation.
8. All plants and planting areas must be completely mulched as specified. All planting areas shall be fine-graded prior to mulching with a minimum of 1" of mulch, checked plus back ends.
9. Any plant material which dies, loses leaves or deteriorates prior to final acceptance of the work shall be promptly removed from the site and replaced with material of the same species, quantity, size and maturity as specified within the plant list.

Georgia 811
One-Call System
Call before you dig.

Georgia Department of Transportation

DATE	REVISIONS	DATE	REVISIONS

CONTACT:

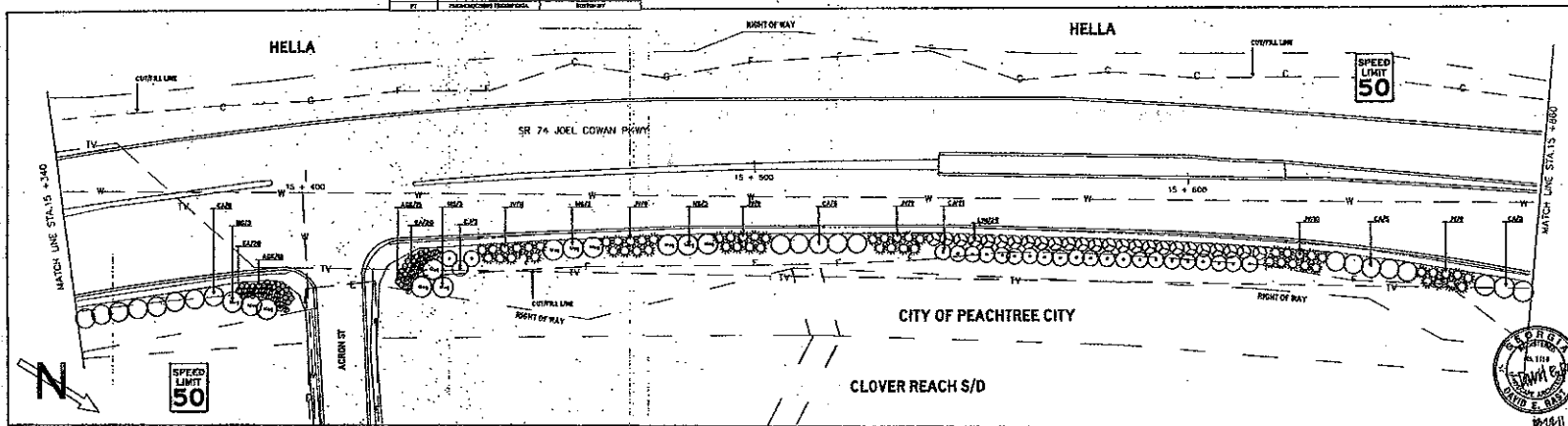
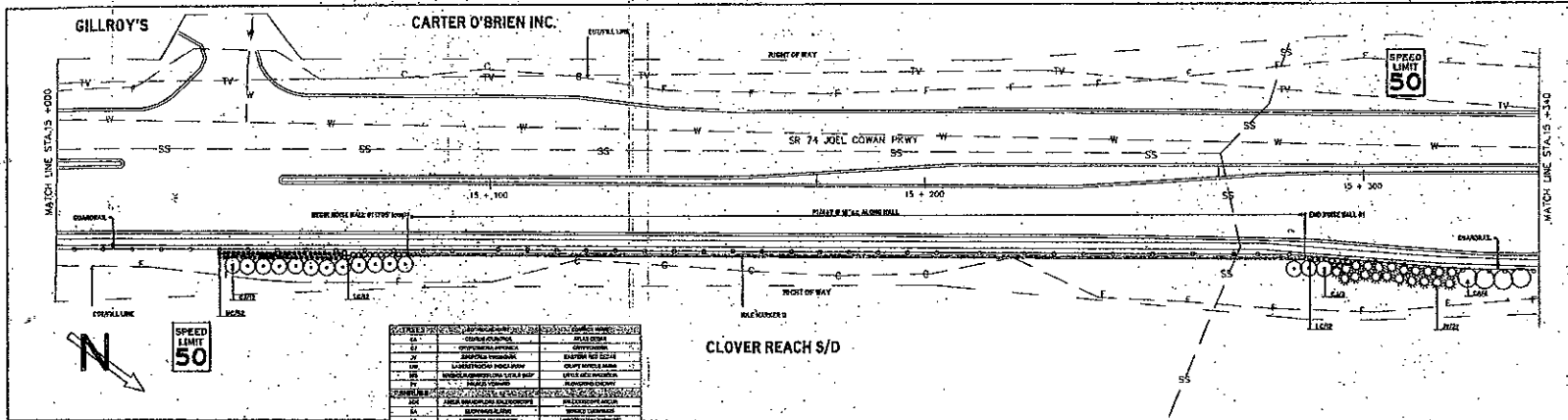
PEACHTREE CITY
PLANNING DEPARTMENT
CITY HALL
100 HAWTHORNE BLVD.
PEACHTREE CITY, GA 30069

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

SPECIFICATION SHEET

SECTION: CITY OF PEACHTREE CITY, GEORGIA
PROJECT: 2007 BAYVIEW DRIVE
SR 74 SOUTH LANDSCAPE ENHANCEMENT PHASE I
COUNTY: FAYETTE
DATE: 1/20/2018

SH 4 OF 8



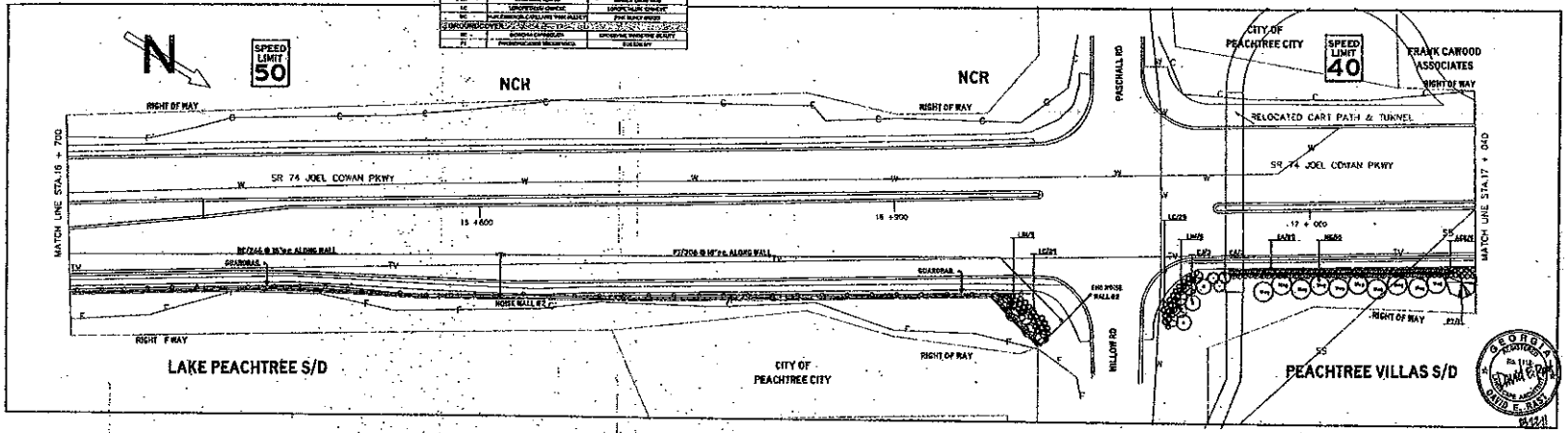
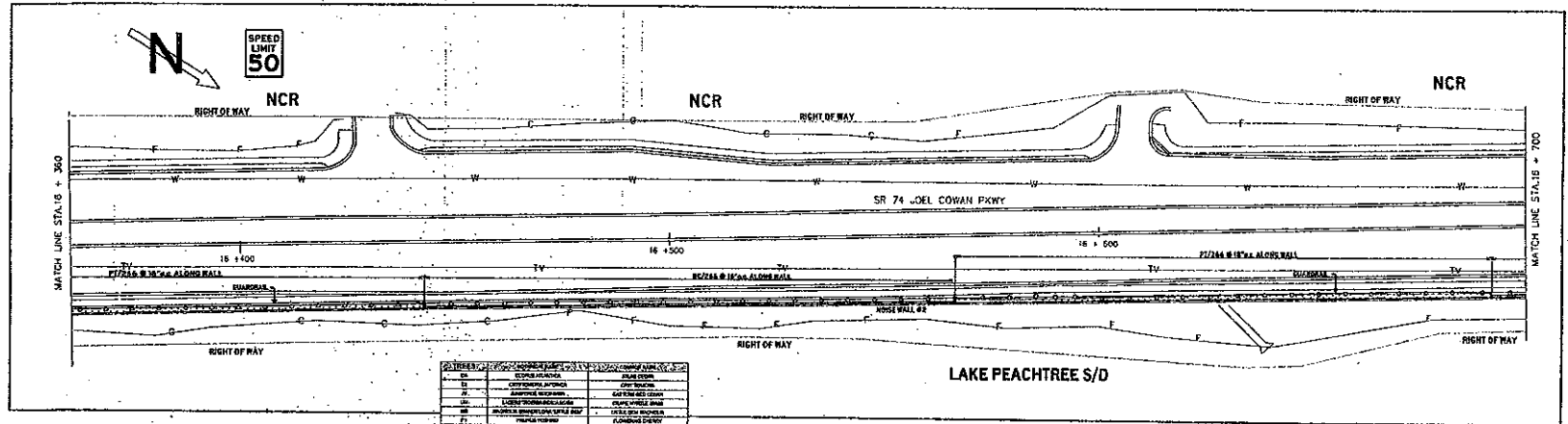
GRAPHIC SCALE

SCALE IN FEET
1" = 40'

DATE		REVISIONS	
NO.	DATE	NO.	DATE
1	08/01/2018	1	08/01/2018

CONTACT:

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
LANDSCAPE PLAN
 JURISDICTION: CITY OF PEACHTREE CITY, GEORGIA
 PROJECT: SR 74 SOUTH LANDSCAPE ENHANCEMENT PHASE 1
 COUNTY: FULTON
 DATE: 08/01/2018
 SH 5 OF 8



GRAPHIC SCALE

SCALE IN FEET
1" = 40'

DATE	REVISIONS
10/11	PER GDOT COMMENTS

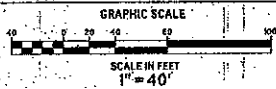
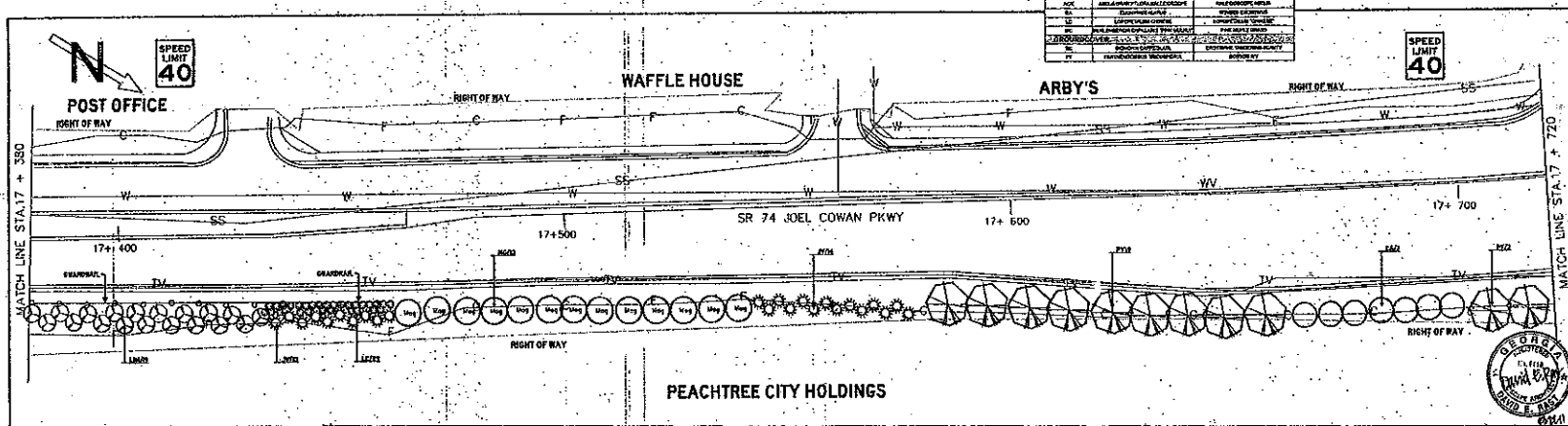
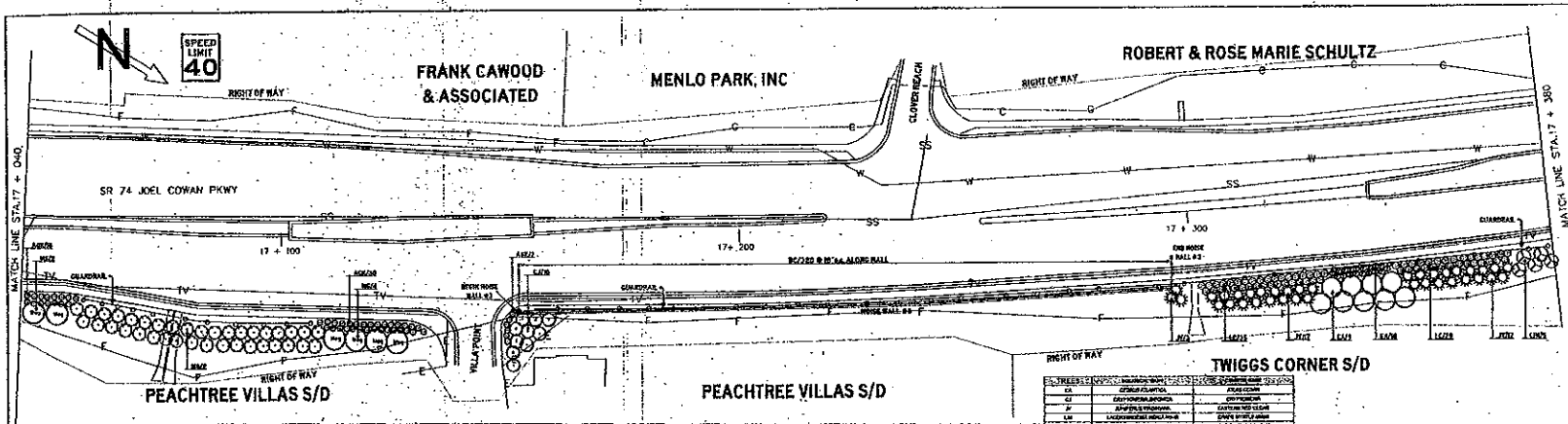
DATE	REVISIONS

CONTACT:

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
LANDSCAPE PLAN

APPROVED: CITY OF PEACHTREE CITY, GEORGIA
ENGINEER: GDOT GATEWAY GROUP
SR 74 SOUTH LANDSCAPE ENHANCEMENT PHASE 1
COUNTY: FULTON
DATE: 10/20/19

SH 7 OF 8



DATE	REVISIONS	DATE	REVISIONS



STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
LANDSCAPE PLAN
AUTHORITY: CITY OF PEACHTREE CITY, GEORGIA
PROJECT: GDOT GATEWAY GRANTS
SR 74 SOUTH LANDSCAPE ENHANCEMENT PHASE I
COUNTY: FAYETTE
DATE: 10/20/19
SH 8 OF 8