

**City Council of Peachtree City**  
**Agenda**  
**December 19, 2013**  
**7:00 p.m.**

- I. **Call to Order**
- II. **Pledge of Allegiance**
- III. **Announcements, Awards, Special Recognition**
- IV. **Public Comment**
- V. **Agenda Changes**
- VI. **Minutes**  
**December 5, 2013, Regular Meeting Minutes**
- VII. **Monthly Reports**
- VIII. **Consent Agenda**
  - 1. **Consider Agreement for Use of "The Compliance Engine" Software for Fire Department**  
*Software used for storing & collecting inspection data from commercial occupancies*
- IX. **Old Agenda Items**
  - 12-13-05 **Consider Cancellation of January 2 meeting**
- X. **New Agenda Items**
  - 12-13-06 **Certify December 3 Run-off Election Results**  
*Request to certify results of run-off election for Mayor*
  - 12-13-07 **Consider Request from Fire Department to Implement Matrix Recommendations**  
*Request to begin implementation of recommendations from assessment by Matrix*
  - 12-13-08 **Consider Budget Amendments – FY 2014**  
*Request for amendments for SPLOST projects and technology*
  - 12-13-09 **Consider Amended Agreement with CVB Director Nancy Price**  
*Request to approve agreement recommended by Convention & Visitors Bureau*
  - 12-13-10 **Consider Resolution of Support for the Fayette Visioning Initiative**  
*Resolution establishes City's as a partner in process and pledges financial support*
  - 12-13-11 **Consider Committing \$10,000 as the City of Peachtree City's Financial Support for the Fayette Visioning Initiative**  
*Request for Council to authorize \$10,000 commitment to Fayette Visioning Initiative*
  - 12-13-12 **Consider Closing City Offices on December 23**
- XI. **Council/Staff Topics**  
**Hot Topics Update**
- XII. **Executive Session**

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

**City Council of Peachtree City  
Meeting Minutes  
December 5, 2013  
7:00 p.m.**

The Mayor and Council of Peachtree City met on Thursday, December 5, 2013, at City Hall. Mayor Don Haddix called the meeting to order at 7:00 p.m. Other Council Members attending: Vanessa Fleisch, Mike King, and Kim Learnard. Eric Imker was out of town.

**Announcements, Awards, Special Recognition**

**Presentation of Saved by the Belt Award – Police Department**

Police Sergeant Brad Williams presented the "Saved by the Belt" award to Thana Mahmud Alusi, who collided head on with a tree on April 3 after suffering a medical episode that caused him to lose consciousness. Because he was wearing his seatbelt, Alusi escaped with very minor injuries.

**10-Minute Talk**

**Trey Ragsdale and Randy Weaver, Fayette Visioning Process**

Ragsdale noted it had been 20 years since Fayette County had gone through the visioning process to see what the citizens wanted the County to look like in 20 years. Ragsdale and Bob Ross served as co-chairs for the process. Market Street Services, Inc., had been selected as the consultant, and work was scheduled to begin on Monday, December 9. Phase 1 of the six-month process was the competitive assessment, which would include benchmarking and trend analysis. Phase 2 was the Vision Plan, which included developing short-term and long-term goals based on feedback and findings. Implementation Guidelines were Phase 3, and included milestones, funding information, and identification of leads/supporting implementation partners.

Weaver said the process would cost approximately \$150,000, and \$60,000 had been raised to this point. He continued that the process was about preserving, rather than changing, the character of the areas of the County. All the local governments and businesses needed to be involved. Weaver added the City could help by contributing financially and an adopting resolution of support. The website for those interested in finding out more was [fayettevision.org](http://fayettevision.org).

**Minutes**

**November 21, 2013, Regular Meeting Minutes**

Learnard moved to approve the November 21, 2013, regular meeting minutes as written. Fleisch seconded. Motion carried 4-0.

**Consent Agenda**

- 1. Consider Elimination/Replacement of One Position in Community Services Department**
- 2. Consider Elimination/Replacement of One Position in Public Services Division – Stormwater**
- 3. Consider Elimination/Replacement of One Position in Public Services Division – Building & Grounds**
- 4. Consider Elimination/Replacement of One Position in Police Department**
- 5. Consider Authorizing Fire Department to Return to Full Staff**
- 6. Consider Vehicles for Surplus & Bid for Police Vehicles – Brannen Motor Co.**
- 7. Update – Old Agenda Item 09-12-06 Facilities Bond Projects Status Report**

Haddix noted that were four additional documents on the dais – the staff memos for items, 3, 4, 5, and 6.

Learnard moved to approve the Consent Agenda. Fleisch seconded. Motion carried 4-0.

**Old Agenda Items**

There were no Old Agenda items.

**New Agenda Items**

**12-13-01 Consider Approval of The Show Business as Brand Name Production Provider for The Fred**

City Manager Jim Pennington said the contract with The Show Business would be up at the end of the year and needed to be renewed. The company's proposal for 2014 was \$68,400. Pennington asked Council to consider The Show Business as the brand name production provider for The Fred for FY 2014 – 2016. He continued that, when dealing with a venue such as The Fred, no one ever knew what would go wrong. Whenever The Show Business staff was needed, they had been there. It was a very competent firm.

Learnard moved to approve The Show Business as the brand name production provider for the amphitheater for \$68,400. Fleisch seconded. Motion carried 4-0.

**12-13-02 Consider Authorizing Resolution for Condemnation Proceedings for Stormwater Easements at 108 & 115 Wynnmeade**

City Attorney Ted Meeker said there were two resolutions – one for 108 Wynnmeade and one for 115 Wynnmeade. The condemnation was the last resort in trying to acquire the needed easements for the stormwater project. Staff had tried to contact the property owners several times over the last several months.

King asked if they were rental properties with out-of-town owners. Meeker said the City's consulting engineers, ISE, had tried to contact all the homeowners, and the City had heard from other owners. Pennington added that staff simply could not contact these owners, and this was the last resort.

Stormwater Manager Mike Madison confirmed these were not rental properties. Staff had even knocked on the doors, and the drapes had been pulled aside, but no one answered.

Learnard said the City had tried to contact the owners for 12 months. Meeker noted he had been involved for the last eight months. Madison said the project had been approved in 2009.

Learnard moved to adopt two resolutions for 108 and 115 Wynnmeade. Fleisch seconded. Motion carried 4-0.

**12-13-03 Consider Bid – Stormwater Collection System Cleaning and CCTV Inspection Services – All Pipeline T.V. Inc. (APT)**

Pennington said the Stormwater crew needed to be able to inspect the system, video it, and use a jet vacuum to clean in certain places. The City had contracted the service over the years, and the contract was for up to \$60,000. The City had over 6,000 stormwater structures and 69 miles of stormwater pipe. The recommended bidder, All Pipeline T.V. Inc., had the capability of doing all the work for under \$60,000, which was the cap on the bid.

Pennington continued that the City would have to spend over \$300,000 for the equipment, plus another \$100,000 in training and manpower, to perform the functions in-house. It was less expensive in the long run to contract with APT, which the City had worked with for years. Contracting the service out was one of the most efficient ways to do it.

King clarified that the City's stormwater crew was cleaning the system. Pennington said they were cleaning the system, but contracting with APT allowed the City to be in compliance with the National Pollutant Discharge Elimination System (NPDES) permit. He added that there were only three people on the stormwater crew, and additional people were borrowed from Public Works when needed. Pennington said APT would also be on call for back-up with big things.

King moved to approve the stormwater collection system Cleaning and CCTV inspection services contract with All Pipeline T.V. Inc. Learnard seconded. Motion carried 4-0.

#### **12-13-04 Presentation of Public Safety Assessment by Matrix**

Pennington recalled that the assessment of both the Fire and Police Departments had been recommended in the spring given the circumstances at the time, which had been the appropriate thing to do. Matrix Consulting Group had completed the assessment, and Byron Pipkin of Matrix would report on the results.

Pipkin addressed the Fire Department first. He explained the scope of the project included providing the City with a complete and comprehensive review of the current organizational structure and service delivery of the Fire Department, identifying current staffing needs and schedules based on appropriate service levels and workloads, reviewing personnel management systems, analyzing station locations and their ability to meet response time standards, evaluating apparatus deployment, and making recommendations for improvements where necessary.

The methodology used included interviewing personnel in the City and at all levels of the Fire Department to gain an understanding of the agency; supplementing interviews with an anonymous employee survey; collecting comprehensive data for each Fire Department function; comparing the Fire Department to national standards and peer cities; and evaluating staffing, deployment, management, organization, and station locations.

Pipkin continued that the overall service levels provide by the Fire Department were high. The use of volunteer and part-time personnel aided in cost efficiency. The department provided excellent initial and ongoing training to line personnel. Firefighter down-time was effectively utilized to increase efficiency and save the City money and included the hydrant maintenance, company inspection, and public education programs.

The key themes Matrix found included the current station network provided for rapid response times to most of the City, the spans of control were appropriate for most supervisory positions, employees were positive about the recent management changes in the department, and information technology (IT) needs were not being effectively supported with the current approach to IT in the City.

The organizational structure findings and recommendations included the current rank structure for volunteer firefighters no longer being needed since volunteer personnel had no supervisory authority or responsibility. The recommendation was to eliminate the rank structure for volunteer personnel and use the president of the Volunteer Board as a liaison with the Fire Chief.

Pipkin continued that the City was currently compensating Fire personnel below other area agencies and should consider establishing a compensation policy and conduct a formal salary survey of comparable communities to ensure salaries remained competitive. The rank of captain could be assigned to all staff positions.

Under Emergency Operations, Matrix found the City had not adopted formal service level objectives for the Fire Department. All calls should have a priority designation at time of dispatch. The department should adopt the Commission on Fire Accreditation International (CFAI) Suburban baseline performance levels at a minimum, which included call processing (dispatch) calls within 90 seconds 90% of the time, turnout time of 90 seconds 90% of the time, and travel time of six minutes 30 seconds 90% of the time. The department's performance levels were:

| Current Times | Call Processing 90% | Turnout Time 90% | Travel Time 90% |
|---------------|---------------------|------------------|-----------------|
| Fire          | 1:17                | 1:31             | 4:54            |
| EMS           | 1:35                | 1:54             | 5:45            |

In Fire Prevention and Training, the department was effectively utilizing firefighter downtime for fire prevention and public education activities. The City should adopt the 2012 National Fire and Life Safety Codes upon adoption by the state in January. The department provided excellent initial and ongoing training opportunities for personnel and should continually monitor training hours for all personnel to ensure minimum training requirements were met.

Pipkin continued that the City was slow to implement new technology and should consider hiring a shared IT professional to service the needs of the Police and Fire Departments. The Fire Department had completed a considerable amount of work in the self-assessment process for CFAI and should continue the self-assessment process and consider seeking accredited status through CFAI.

King asked if the IT degradation was due to support or because the Department did not have the technology. Pennington said staff had discussed the issue, pointing out the entire City had gone through a long process with IT, and staff was feeling very comfortable with where the City was at this time. The contract was signed that day for the virtual private network (VPN) that would make the connections the Fire Department needed.

King said it had been mentioned there had been an 83% response rate to the survey, asking how many had been interviewed and how they had been selected. Pipkin said over 50 people were interviewed, some were key staff people who were chosen based on their position, and the others were selected by Matrix.

Fleisch asked if the CFAI standards were different from other accrediting organizations. Pipkin said the CFAI and the National Fire Protection Association (NFPA) addressed similar issues and functions, and they were competitors in some areas. Both provided guidelines and standards to make fire organizations better.

Pipkin then addressed the Police Department assessment. The scope of work included evaluation of the current delivery of police services to the community for effectiveness and efficiency, the current demand for law enforcement services, response times and various workloads; the organizational structure, staffing levels, capital assets, organizational mission/values, communication, and overall management of the department; personnel management and utilization of personnel for service delivery and performance; and the identification of opportunities to increase operational efficiency at the lowest possible cost.

The methodology included interviewing personnel in the City and 37 staff at all levels in the Police Department to obtain an understanding of job functions, management, operations, service levels, workload, training, and working relationships; supplementing interviews with an anonymous employee survey; collecting data for each department function; comparing the department to national standards and peer cities; evaluating staffing, deployment, management and the organization of the Department; and providing interim reports to the City to ensure accuracy of data collected and other descriptive information.

Pipkin went over the performance and positive attributes of the Police Department, which included a very good response time of 6.8 minutes average travel time to all community-generated calls for service (emergency, urgent, and routine calls). The department had low administrative/office based staff; 52 of 64 sworn employees (81%) were assigned to field services [Patrol and the Community Response Team (CRT)]. Officers were "pro-active" during their shifts, initiating over 28,000 security checks and over 12,000 traffic stops. The department provided a very high level of follow-up investigative services. Police personnel expressed a high level of commitment to the organization and serving the public.

The assessment included the deployment of officers, staffing, and workload levels. Pipkin said backfill overtime (OT) was very rare, reducing costs – managers closely watched the schedule to ensure minimum staffing levels were maintained. Line employee leave usage (322 hours for 2012) was slightly above the average range seen in other police department studies. Officers handled 16,628 community-generated calls for service in 2012 / 2013. Officers initiated 42,339 incidents (e.g. security check, traffic stops). Officers provided 1,065 hours of car path patrol during the year. Due to low administrative overhead, managers had a significant workload.

Pipkin continued that staffing required in Patrol was based on community-generated workload demands rather than the ratio of officers per 1,000 population. An average of all Patrol sergeants, corporals/officers' actual work hours was used in the workload calculations. The average time required to handle the community-generated calls and related work comprised 45% of the total staff work hours (an estimated 15% of work is not captured by CAD), including travel and on-scene time and report writing and prisoner processing time. The remaining 55% (or 40%, including the un-captured work) was "proactive" time.

Pipkin said proactive time was the time remaining after handling community-generated calls and the related workload, including administrative time and on-duty court appearances, as well as directed patrol efforts. Uses for proactive time included traffic safety enforcement, foot patrol, problem-oriented tasks to address crime and identified quality of life community issues, community meetings, and special events. The desirable range of overall proactive time was 40% - 50%. Below 40%, officers would not have time in time blocks large enough to address traffic enforcement, crime problems, or other issues. Levels above 50% required supervisors to develop projects to keep officers busy/challenged or could result in poor utilization of staff. The department's level of proactive time varied throughout the day. Higher proactive time during night hours was due to the low number of calls versus the minimum staff needed for officer safety. The proactive time from midnight to 4:00 a.m. was 72% compared to 38% from noon to 4:00 p.m.

The findings and recommendations included maintaining separate police and fire departments in Peachtree City as it was the most cost efficient and effective system of providing these services to the community. In the next one to two years the Police Department should review and revise the current vision and values statement, obtaining input from employees at all levels of the organization. Changes were needed to the complaint investigation process, including

several administrative improvements and the creation of a discipline decision guideline for imposing discipline. The City should regularly survey other regional law enforcement agencies to compare salary/benefits and maintain a salary/benefits level at the average regional salary/benefits level or higher.

In the Operations Division, the assessment found a proactive time level of 40% was exceeded for all but four hours of the day (noon – 4:00 p.m.). The current proactive time levels in Patrol provided sufficient time for officers to handle calls for service, generate self-initiated activity, and community policing efforts. Pipkin said using this methodology for an average 55% proactive time level resulted in a projected staffing level of 35 officers on Patrol; it was recommended the department maintain the current staffing level of 33 Patrol officers. To ensure adequate supervision levels, backfill overtime hours should be provided for the Patrol sergeant position and/or pay for corporals when they were functioning as sergeants.

In addition, the number of calls for service from the computer-assisted dispatch (CAD) data should be reviewed annually to determine the trend in Patrol workload (increasing or decreasing). The "call priority" level should be integrated with the CAD system to provide separate response times for emergency and urgent calls. If significant additional hours of car path patrol were desired, the Patrol staffing level should be increased by one officer. The feasibility of using Code Enforcement officers, with appropriate training, to handle additional low risk, low priority calls for service and tasks should be evaluated.

In the Investigations Division, detectives were assigned to handle all follow-up investigations and a variety of other related tasks (e.g. obtaining warrants and liaising with the prosecutor and the court). Peachtree City had a total of 478 Part 1 Crimes in 2010, 465 in 2011, and 474 in 2012. The City's clearance rates for both violent crimes and property crimes were higher than the national average. For violent crimes, Peachtree City's rate was 67%, vs. the national average of 50%. Peachtree City rate for property crimes was 37%, vs. the national average of 23%.

A performance measure should be established to "clear" cases investigated at a higher percentage than the national average for violent crimes and for property crimes (e.g. the department would maintain a clearance rate 10% above the national average). The current staffing level should be maintained in the Criminal Investigation Division – four detectives assigned primarily to case investigations and one detective assigned to the regional drug task force.

Pipkin recommended one sergeant's position be added to the Professional Standards Division – primarily to manage the Department's in-service and special skills training program.

Recommendations for the Support Services Division included evaluating the possibility of the Quartermaster assisting in the front lobby when the services of a sworn officer were needed, reviewing and revising the job description for Evidence Custodian to accurately reflect the job tasks, providing additional resources to review and purge evidence no longer needed, and providing funding for one shared full-time position to provide IT services to the Police and Fire Departments.

Pipkin said 53% – 54% of the department responded to the survey. He pointed out that the use of backfill overtime was fairly unique and was non-existent in most of the departments Matrix had surveyed.

Haddix asked how the cart paths were dealt with in the assessment and trying to figure out a balance with patrol times. Pipkin said they only identified that the paths were an issue. The department tracked the number of hours the paths were patrolled, but the incidents on the cart paths needed to be identified. Haddix said cart path patrols were an issue, and residents wanted to see more officers on the paths, adding he did not know if there was an answer.

King noted there were approximately 1,000 hours spent on the paths, according to the study, which was 43 days or 1/9 of a year. The hours patrolled in automobiles would be much higher. He said that was an internal problem the City could deal with. Pipkin agreed, saying the City should stay ahead of any problems on the cart paths. It was a unique situation that needed a unique solution.

Haddix agreed with King, saying minimal hours were spent on the paths. Increasing patrols on the paths meant decreasing patrol time on the road. Pipkin said they recommended additional resources to increase the hours on the paths. King said the City could make the decision on whether to reduce road patrols in order to increase path patrols. Pipkin said the normal service level that was provided was good. If the level of service were reduced, then the City would be taking a risk.

Pipkin said the study recommended against a Public Safety Director. King asked if one person could run both departments. Pipkin said if they were combined they would be less effective.

Learnard asked staff to make the PowerPoint available to the public. She continued that the report had been glowing and was a positive reflection on the Chiefs and the City Manager. There were some things Council needed to look at, such as adding personnel or increasing pay, and Council needed to take ownership those things.

Haddix noted the presentation was based on a 200-page report, which had a lot of detail that had to be sorted out, and that Council would have to deal with at some point. It was an extensive study, and there was a lot of work to do. The citizens needed to be aware that the study was not a trivial thing, but added up to a big picture.

Pipkin said the City had good organizations, but had been the focus of some public controversy when the assessments were initiated. There had been individual isolated incidents, but the overall tone was progressive. The personnel in both departments were moving forward and wanted to serve the community. Haddix agreed, saying overall the people in the departments were superb, and it was sad when one or two people caused negative headlines.

Fleisch said the recommendations also put the issue of a public safety director to rest. She did not see the pursuit of that position as being productive.

King said the main thing was the quality of the individual men and women in both departments that were out there on a daily basis.

Haddix asked Pennington if he had any comments. Pennington said the report was eye-opening. He continued that the biggest asset in any of the City's departments were the people doing the work. He was more concerned with the issues that would make the departments more effective and efficient, adding Fire Chief Joe O'Connor was making changes recommended by the report. The Police Chief seemed to be thinking in the same vein. The City had gotten its money's worth with this study. The departments were made up of people, so

there would always be problems. There would be some changes that would be brought to Council.

No action was required.

**12-13-05 Consider Cancellation of December 19 and January 2 Meetings**

Pennington said Council Member Imker had asked for this item to be added to the agenda. There were a number of items on the December 19 agenda, including the certification of the run-off election for mayor, some items from the Fire Department, and some budget items. Pennington said he did not know of any items for the January 2 meeting, and it might be possible to skip that meeting. The oaths of office could be done at another time and did not have to be done at a Council meeting.

Council consensus was to move forward with the December 19 meeting and consider cancellation of the January 2 meeting on December 19.

**Council/Staff Topics**

**Hot Topics Update**

Pennington reminded everyone of the Hometown Holiday celebration scheduled December 7 at City Hall Plaza.

There being no further business, Learnard moved to adjourn the meeting. King seconded. Motion carried unanimously. The meeting adjourned at 8:28 p.m.

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Pamela Dufresne, Deputy City Clerk

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Don Haddix, Mayor

# City Council Monthly Report

DEPARTMENT:  
SUPERVISOR:

PLANNING & ZONING  
DAVID RAST

FISCAL YEAR:  
CREATOR:

2014  
KATHY GRAY

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

|                      |     |     |  |  |  |  |  |  |  |  |  |  |
|----------------------|-----|-----|--|--|--|--|--|--|--|--|--|--|
| Single Family Units: | 1   | 2   |  |  |  |  |  |  |  |  |  |  |
| Single Family C.O.'s | 2   | 6   |  |  |  |  |  |  |  |  |  |  |
| Multi Family Units:  | 0   | 0   |  |  |  |  |  |  |  |  |  |  |
| Multi Family C.O.'s  | 0   | 0   |  |  |  |  |  |  |  |  |  |  |
| Miscellaneous*       | 16  | 25  |  |  |  |  |  |  |  |  |  |  |
| INSPECTIONS:         | 245 | 188 |  |  |  |  |  |  |  |  |  |  |

|                                     |          |          |  |  |  |  |  |  |  |  |  |  |
|-------------------------------------|----------|----------|--|--|--|--|--|--|--|--|--|--|
| New Construction:                   | 1        | 0        |  |  |  |  |  |  |  |  |  |  |
| Non-Residential C.O.'s              | 5        | 3        |  |  |  |  |  |  |  |  |  |  |
| Expansion/Renovation/Tenant Finish: | 9        | 6        |  |  |  |  |  |  |  |  |  |  |
| Miscellaneous*                      | 1        | 2        |  |  |  |  |  |  |  |  |  |  |
| INSPECTIONS:                        | 123      | 96       |  |  |  |  |  |  |  |  |  |  |
| DEVELOPMENT PERMITS                 | 3        | 4        |  |  |  |  |  |  |  |  |  |  |
| POPULATION ESTIMATE*                | 34,503   | 34,516   |  |  |  |  |  |  |  |  |  |  |
| BUILDING PERMIT FEES                | \$40,298 | \$24,693 |  |  |  |  |  |  |  |  |  |  |

|                                |         |         |  |  |  |  |  |  |  |  |  |  |
|--------------------------------|---------|---------|--|--|--|--|--|--|--|--|--|--|
| Tree Removal Permits:          | 69      | 40      |  |  |  |  |  |  |  |  |  |  |
| Sign Permits:                  | \$200   | \$400   |  |  |  |  |  |  |  |  |  |  |
| Banner/ Special Event Permits: | \$215   | \$195   |  |  |  |  |  |  |  |  |  |  |
| New Construction Plan Reviews: | \$1,830 | \$1,200 |  |  |  |  |  |  |  |  |  |  |
| Other Plan Reviews/Permits:    | \$1,100 | \$525   |  |  |  |  |  |  |  |  |  |  |
| Misc permit fees               | \$120   | \$161   |  |  |  |  |  |  |  |  |  |  |
| Fire Department Permit Fees:   | \$885   | \$1,538 |  |  |  |  |  |  |  |  |  |  |
| TOTAL PLAN REVIEW FEES         | \$4,350 | \$4,019 |  |  |  |  |  |  |  |  |  |  |

|                      |          |          |  |  |  |  |  |  |  |  |  |  |
|----------------------|----------|----------|--|--|--|--|--|--|--|--|--|--|
| TOTAL FEES COLLECTED | \$44,648 | \$28,712 |  |  |  |  |  |  |  |  |  |  |
|----------------------|----------|----------|--|--|--|--|--|--|--|--|--|--|

\* Miscellaneous permits are: Fences, Pools, Additions/Reservations, Renovations, etc.

\* Based on 2.09 people per residential CO

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

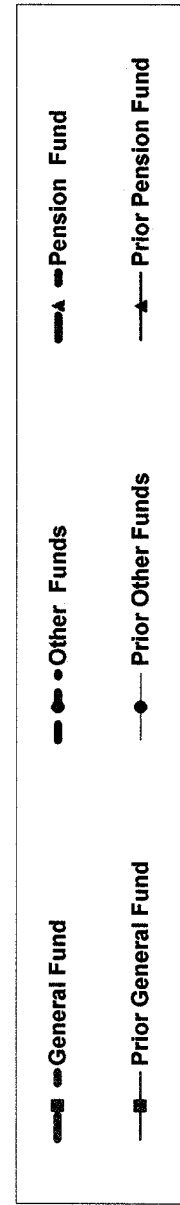
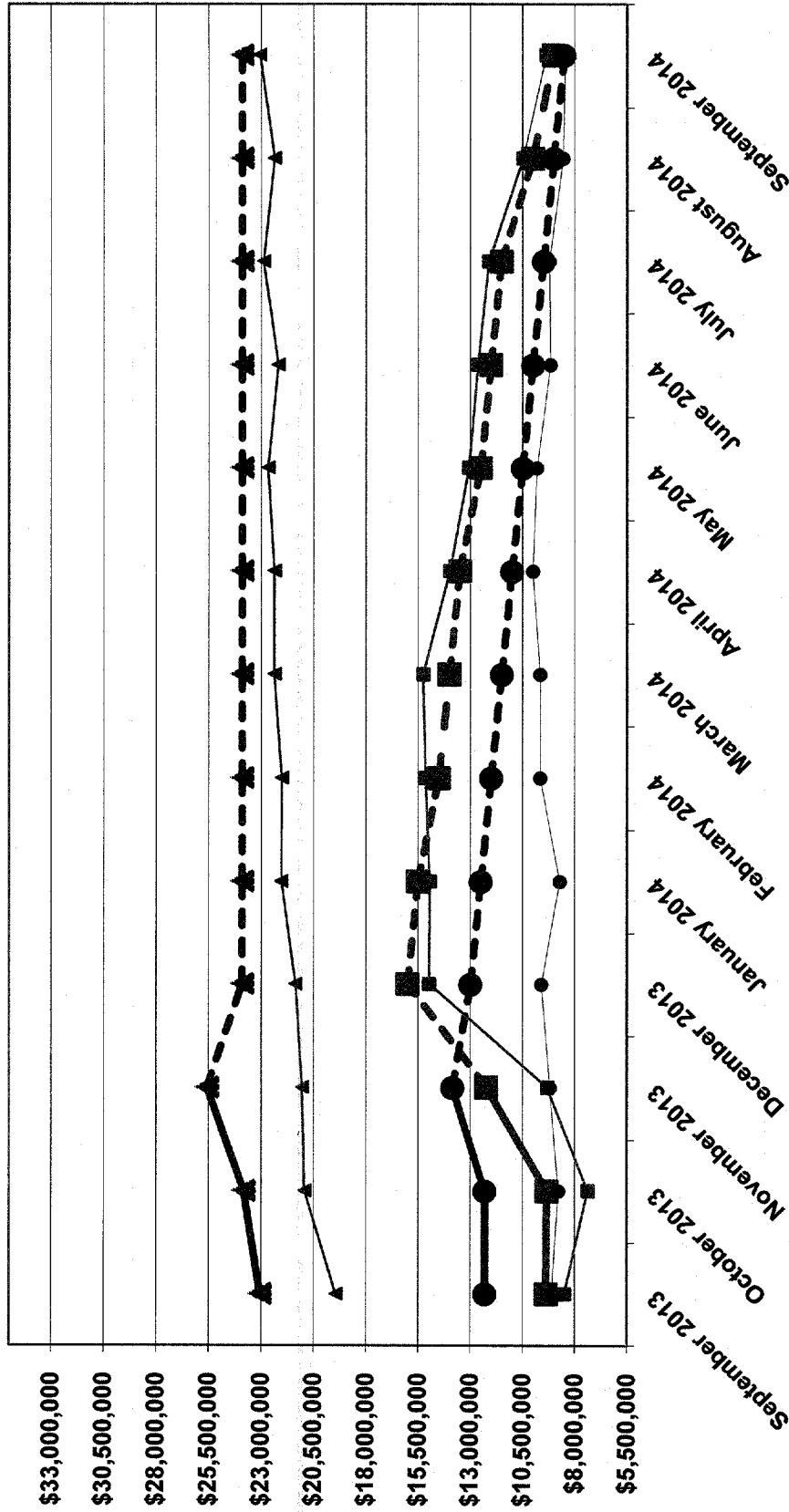
## COMPARISON CHART

| YTD<br>FY 2014 | YTD of<br>FY 2013 | YTD of<br>FY 2012 |
|----------------|-------------------|-------------------|
| 3              | 6                 | 0                 |
| 8              | 6                 | 0                 |
| 0              | 0                 | 0                 |
| 0              | 0                 | 0                 |
| 41             | 56                | 25                |
| 433            | 345               | 135               |

|          |          |        |
|----------|----------|--------|
| 1        | 1        | 0      |
| 8        | 7        | 7      |
| 15       | 11       | 13     |
| 3        | 10       | 1      |
| 219      | 169      | 108    |
| 7        | 4        | 0      |
| 34,503   |          |        |
| \$64,991 | \$87,142 | 40,721 |

|          |          |          |
|----------|----------|----------|
| 109      | 111      | 0        |
| \$600    | \$900    | \$255    |
| \$410    | \$500    | \$260    |
| \$3,030  | \$1,765  | \$960    |
| \$1,625  | \$2,010  | \$150    |
| \$281    | \$124    | \$200    |
| \$2,423  | \$2,885  | \$1,200  |
| \$8,369  | \$8,184  | \$3,025  |
| \$73,360 | \$75,326 | \$43,746 |

**CITY OF PEACHTREE CITY**  
**FISCAL YEAR 2014 (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 TWO MONTHS ENDED NOVEMBER 30, 2013**

**PERCENTAGE OF BUDGET YEAR COMPLETED 16.67% (ACTUAL TRANSACTIONS STILL PENDING)**

| <b>GENERAL FUND REVENUES BY MAJOR CATEGORIES</b> |                        |                       |                              |                               |
|--------------------------------------------------|------------------------|-----------------------|------------------------------|-------------------------------|
| <b>Description</b>                               | <b>2014<br/>Budget</b> | <b>YTD<br/>Actual</b> | <b>Dollar<br/>Difference</b> | <b>Percentage<br/>To-Date</b> |
| General Property Taxes                           | \$ 11,854,549          | \$ 4,201,278          | \$ (7,653,271)               | 35.44%                        |
| Franchise Taxes                                  | 2,551,090              | 95,342                | (2,455,748)                  | 3.74%                         |
| Local Option Sales Tax                           | 6,767,857              | 1,015,360             | (5,752,497)                  | 15.00%                        |
| Other Sales & Use Taxes                          | 759,290                | 124,441               | (634,849)                    | 16.39%                        |
| Business Taxes                                   | 2,229,271              | 1,815,037             | (414,234)                    | 81.42%                        |
| Licenses & Permits                               | 725,199                | 103,623               | (621,576)                    | 14.29%                        |
| Intergovernmental/Grants                         | 190,797                | 28,500                | (162,297)                    | 14.94%                        |
| Charges for Services                             | 1,153,849              | 105,015               | (1,048,834)                  | 9.10%                         |
| EMS Billings                                     | 598,820                | 50,098                | (548,722)                    | 8.37%                         |
| Fines & Forfeitures                              | 1,158,684              | 140,794               | (1,017,890)                  | 12.15%                        |
| Investment Income                                | 55,994                 | 5,704                 | (50,290)                     | 10.19%                        |
| Other Revenue                                    | 109,704                | 49,124                | (60,580)                     | 44.78%                        |
| Other Financing Sources                          | 634,200                | 129,286               | (504,914)                    | 20.39%                        |
| <b>Total General Fund Revenues</b>               | <b>\$ 28,789,304</b>   | <b>\$ 7,863,602</b>   | <b>\$ (20,925,702)</b>       | <b>27.31%</b>                 |
| Surplus Carryover                                | 916,810                |                       |                              |                               |
| <b>Total General Fund</b>                        | <b>\$ 29,706,114</b>   |                       |                              |                               |

| <b>GENERAL FUND EXPENDITURES BY DIVISION AND/OR TYPE</b> |                        |                       |                              |                               |
|----------------------------------------------------------|------------------------|-----------------------|------------------------------|-------------------------------|
| <b>Division and/or Type</b>                              | <b>2014<br/>Budget</b> | <b>YTD<br/>Actual</b> | <b>Dollar<br/>Difference</b> | <b>Percentage<br/>To-Date</b> |
| Executive Services                                       | \$ 461,112             | \$ 49,495             | \$ 411,617                   | 10.73%                        |
| Administrative Services                                  | 1,242,835              | 164,390               | 1,078,445                    | 13.23%                        |
| Financial Services                                       | 1,256,915              | 234,934               | 1,021,981                    | 18.69%                        |
| Police Services/Code Enforcement                         | 6,956,366              | 1,043,505             | 5,912,861                    | 15.00%                        |
| Fire/EMS Services                                        | 6,986,791              | 995,244               | 5,991,547                    | 14.24%                        |
| Public Works/Buildings & Grounds/Engineering             | 5,678,061              | 651,608               | 5,026,453                    | 11.48%                        |
| Community Services                                       | 4,316,827              | 530,669               | 3,786,158                    | 12.29%                        |
| Non-Divisional:                                          |                        |                       |                              |                               |
| Unemployment Insurance                                   | 20,000                 | -                     | 20,000                       | 0.00%                         |
| Non-Profit Organizations                                 | 22,500                 | -                     | 22,500                       | 0.00%                         |
| Transfer to Airport Authority                            | 102,000                | 17,000                | 85,000                       | 0.00%                         |
| Transfers to Other Funds                                 | 2,869,826              | 161,364               | 2,708,462                    | 5.62%                         |
| Liability Insurance                                      | 146,665                | -                     | 146,665                      | 0.00%                         |
| Litigation Services                                      | 104,040                | 14,919                | 89,121                       | 14.34%                        |
| General Administration/Miscellaneous                     | 74,943                 | -                     | 74,943                       | 0.00%                         |
| Budgeted Savings                                         | (532,767)              | -                     | (532,767)                    | 0.00%                         |
| <b>Total General Fund</b>                                | <b>\$ 29,706,114</b>   | <b>\$ 3,863,128</b>   | <b>\$ 25,842,986</b>         | <b>13.00%</b>                 |

| <b>HOTEL/MOTEL FUND REVENUES</b> |                        |                       |                              |                               |
|----------------------------------|------------------------|-----------------------|------------------------------|-------------------------------|
| <b>Description</b>               | <b>2014<br/>Budget</b> | <b>YTD<br/>Actual</b> | <b>Dollar<br/>Difference</b> | <b>Percentage<br/>To-Date</b> |
| <b>Total Hotel/Motel Taxes</b>   | <b>\$ 1,138,400</b>    | <b>\$ 251,254</b>     | <b>\$ (887,146)</b>          | <b>22.07%</b>                 |

| <b>HOTEL/MOTEL TRANSFERS OUT</b>       |                        |                       |                              |                               |
|----------------------------------------|------------------------|-----------------------|------------------------------|-------------------------------|
| <b>Type</b>                            | <b>2014<br/>Budget</b> | <b>YTD<br/>Actual</b> | <b>Dollar<br/>Difference</b> | <b>Percentage<br/>To-Date</b> |
| Transfer to General Fund               | \$ 569,200             | \$ 125,627            | \$ 443,573                   | 22.07%                        |
| Transfer to Tourism Association        | 569,200                | 125,627               | 443,573                      | 22.07%                        |
| <b>Total Hotel/Motel Transfers Out</b> | <b>\$ 1,138,400</b>    | <b>\$ 251,254</b>     | <b>\$ 887,146</b>            | <b>22.07%</b>                 |

**CITY OF PEACHTREE CITY  
FINANCIAL SERVICES  
MONTHLY REPORT  
(UNAUDITED)  
AS OF NOVEMBER 30, 2013**

**SUMMARY OF PURCHASE ORDERS ISSUED OVER \$25,000 APPROVED BY CITY MANAGER  
NOVEMBER 2013**

| Description         | Vendor            | Award     | Date       |
|---------------------|-------------------|-----------|------------|
| Skid Steer Purchase | Border Equipment  | \$ 39,579 | 11/22/2013 |
| Lap Tops            | Dell Marketing LP | 35,424    | 11/27/2013 |

**PURCHASING REPORT  
FOR MONTH ENDED NOVEMBER 30, 2013 AND NOVEMBER 30, 2012**

| Activity                                 | Fiscal Year<br>2014 | Fiscal Year<br>2013 |
|------------------------------------------|---------------------|---------------------|
| Purchase Orders / Requisitions Processed | 192                 | 216                 |
| City Store Requisitions Processed        | 9                   | 0                   |
| Sealed Bids Requested                    | 2                   | 2                   |
| Requests for Proposals                   | 0                   | 0                   |
| Bids Awarded                             | 0                   | 1                   |
| Requests for Proposals Awarded           | 2                   | 4                   |
| Contracts Prepared                       | 5                   | 1                   |
| Electronic Auction                       | 0                   | 0                   |
| Fixed Assets Purchases                   | 3                   | 3                   |
| Record Management System                 |                     |                     |
| Path Design for Somerby                  |                     |                     |
| Skid Steer Purchase                      |                     |                     |

CITY OF PEACHTREE CITY  
DONATIONS RECEIVED  
NOVEMBER 2013

---

None to Report

-

TOTAL MONTH OF NOVEMBER 2013

|    |   |
|----|---|
| \$ | - |
|----|---|

FY2014 MONTHLY REPORT  
LIBRARY

| ACTIVITY DESCRIPTION                     | UNIT | October | November | December | January | February | March | April | May | June | July | August | September | FY2014<br>YEAR-TO-DATE | FY2013<br>YEAR-TO-DATE |
|------------------------------------------|------|---------|----------|----------|---------|----------|-------|-------|-----|------|------|--------|-----------|------------------------|------------------------|
| Items - Acquired                         | Num. | 681     | 691      |          |         |          |       |       |     |      |      |        |           | 1,372                  | 1,213                  |
| Items - Circulated                       | Num. | 34,325  | 31,613   |          |         |          |       |       |     |      |      |        |           | 65,938                 | 72,075                 |
| Items - Loaned to<br>Other Libraries     | Num. | 1,276   | 949      |          |         |          |       |       |     |      |      |        |           | 2,225                  | 2,412                  |
| Items - Borrowed<br>From Other Libraries | Num. | 2,027   | 1,587    |          |         |          |       |       |     |      |      |        |           | 3,614                  | 4,202                  |
| Class Visits                             | Num. | 1       | 0        |          |         |          |       |       |     |      |      |        |           | 1                      | 5                      |
| Group Meetings                           | Num. | 42      | 35       |          |         |          |       |       |     |      |      |        |           | 77                     | 80                     |
| Monthly Traffic                          | Num. | 19,713  | 16,249   |          |         |          |       |       |     |      |      |        |           | 35,962                 | 48,508                 |
| Children's Programs                      | Num. | 26      | 20       |          |         |          |       |       |     |      |      |        |           | 46                     | 40                     |
| Number of Participants                   | Num. | 1,014   | 427      |          |         |          |       |       |     |      |      |        |           | 1,441                  | 1,351                  |
| Adult Programs                           | Num. | 3       | 7        |          |         |          |       |       |     |      |      |        |           | 10                     | 9                      |
| Number of Participants                   | Num. | 54      | 95       |          |         |          |       |       |     |      |      |        |           | 149                    | 133                    |
| Revenue from Overdue Books               | Dls. | 4,489   | 3,664    |          |         |          |       |       |     |      |      |        |           | 8,153                  | 8,809                  |
| Revenue from Copies Made                 | Dls. | 553     | 350      |          |         |          |       |       |     |      |      |        |           | 903                    | 1,060                  |
| Reference Assistance                     | Num. | 1,397   | 1,320    |          |         |          |       |       |     |      |      |        |           | 2,717                  | 2,368                  |
| Exams Proctored                          | Num. | 37      | 23       |          |         |          |       |       |     |      |      |        |           | 60                     | N/A                    |
| Revenue from Proctoring                  | Dls. | 570     | 400      |          |         |          |       |       |     |      |      |        |           | 970                    | N/A                    |
| Internet Usage                           | Num. | 2,253   | 1,828    |          |         |          |       |       |     |      |      |        |           | 4,081                  | 4,793                  |
| Volunteers                               | Num. | 47      | 37       |          |         |          |       |       |     |      |      |        |           | 84                     | 81                     |
| Number of Hours Worked                   | Num. | 364     | 234      |          |         |          |       |       |     |      |      |        |           | 598                    | 613                    |
| eBook/Audio Downloads                    | Num. | 1,360   | 1,308    |          |         |          |       |       |     |      |      |        |           | 2,668                  | 1,597                  |

Notes: New equipment from state technology grant will arrive 12/2. Equipment includes six iPads and mounts to replace current OPAC stations and six replacement PCs for public internet access. Library is also slated to receive additional bandwidth from the state this year. Library is planning "One Book" program for teens in March. Ebook downloads continue to rise. We believe there is a correlation between rise in ebook downloads and reference assistance as reference staff spends lots of time helping patrons set up ereaders for library use.

**PEACHTREE CITY POLICE DEPARTMENT  
2013 MONTHLY REPORT**

**NOVEMBER 2013    OCTOBER 2013       2013                   2012**  
Calendar Year to Date    Calendar Year to Date

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

|                            |           |           |            |            |
|----------------------------|-----------|-----------|------------|------------|
| <b>TOTAL PART I CRIMES</b> | <b>37</b> | <b>39</b> | <b>403</b> | <b>431</b> |
|----------------------------|-----------|-----------|------------|------------|

|                           |           |           |            |            |
|---------------------------|-----------|-----------|------------|------------|
| <b><u>DUI ARRESTS</u></b> | <b>10</b> | <b>15</b> | <b>137</b> | <b>139</b> |
|---------------------------|-----------|-----------|------------|------------|

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

|                            |          |          |           |           |
|----------------------------|----------|----------|-----------|-----------|
| <b>TOTAL DRUG ARRESTS:</b> | <b>5</b> | <b>5</b> | <b>83</b> | <b>96</b> |
|----------------------------|----------|----------|-----------|-----------|

**OTHER ARRESTS**

|                  |    |    |     |     |
|------------------|----|----|-----|-----|
| PROPERTY CRIMES  | 8  | 17 | 173 | 213 |
| PERSON CRIMES    | 5  | 9  | 100 | 93  |
| TRAFFIC OFFENSES | 20 | 14 | 213 | 196 |
| OTHER            | 23 | 21 | 326 | 314 |

|                               |              |              |               |               |
|-------------------------------|--------------|--------------|---------------|---------------|
| <b><u>CALLS ANSWERED:</u></b> | <b>4,093</b> | <b>3,827</b> | <b>43,650</b> | <b>44,112</b> |
|-------------------------------|--------------|--------------|---------------|---------------|

**TRAFFIC:**

|                  |     |     |       |       |
|------------------|-----|-----|-------|-------|
| CITATIONS ISSUED | 632 | 736 | 7,024 | 6,542 |
| CITY ORDINANCES  | 20  | 34  | 442   | 472   |
| WARNINGS         | 739 | 856 | 7,690 | 8,083 |
| ACCIDENTS        | 119 | 100 | 1,026 | 1,040 |

# PEACHTREE CITY CONVENTION & VISITORS BUREAU ATTENDANCE RECORD

## 2 Year Term (unless specified below)

Term of Appointment

November-13

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 |
|----------------------------------------------------------------------------------|------------------------------|-----------------------------------------|---------------------|-------------------|-------------------------------------------|-----------------------|
| Byron Perryman<br>01/01/12 - 12/31/13<br>fulfill Kai Wolter's term               | 12                           | 12                                      | 8                   | 4                 | 1/16/13<br>4/17/13<br>8/21/13<br>11/20/13 | 67%                   |
| Shayne Robinson<br>Until no longer<br>Recreation & Special<br>Events Chairperson | 12                           | 12                                      | 12                  | 0                 |                                           | 100%                  |
| Sherri Smith Brown<br>02/2012 - 12/31/13                                         | 12                           | 12                                      | 9                   | 3                 | 2/20/13<br>6/25/13<br>7/17/13             | 75%                   |
| Andy Dunn<br>1/1/2013 - 12/13/14                                                 | 12                           | 11                                      | 9                   | 2                 | 9/18/13<br>11/20/13                       | 82%                   |
| Vanessa Fleisch<br>1/1/13 - 12/31/13                                             | 12                           | 12                                      | 11                  | 1                 | 01/16/13                                  | 92%                   |
| Joe Woods<br>1/1/13 - 12/31/13                                                   | 12                           | 9                                       | 9                   | 0                 |                                           | 100%                  |
| Rick Barnes<br>1/1/12 - 12/31/13                                                 | 12                           | 12                                      | 12                  | 0                 |                                           | 100%                  |
| Vacant                                                                           | 12                           | 0                                       | 0                   | 0                 |                                           | #DIV/0!               |

# PLANNING COMMISSION ATTENDANCE RECORD

**November 2013**

Report Date: Month Year

## 3-Year Term

Term of Appointment

| 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 |
|----------------------------------------------------|------------------------------|-----------------------------------------|---------------------|-------------------|------------------------|-----------------------|
| David Conner, Vice Chairman<br>10/07/10 - 09/30/16 | 14                           | 14                                      | 14                  | 0                 |                        | 100%                  |
| Aaron Daily<br>10/10/11 - 09/30/14                 | 14                           | 14                                      | 12                  | 2                 | 1/14/2013<br>6/10/2013 | 86%                   |
| Frank Destadio, Chairman<br>04/21/11 - 09/30/15    | 14                           | 14                                      | 14                  | 0                 |                        | 100%                  |
| Robert Napoli<br>10/01/12 - 09/30/15               | 14                           | 14                                      | 12                  | 2                 | 2/11/2013<br>10/14/13  | 86%                   |
| Lynda Wojcik<br>02/23/09 - 09/30/16                | 14                           | 14                                      | 13                  | 1                 | 4/8/2013               | 93%                   |
| Hayes Jones Alternate<br>10/01/13 - 09/30/14       | 14                           | 2                                       | 1                   | 0                 | 11/11/2013             | 50%                   |

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

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**TO:** Mayor and City Council

**VIA:** James Pennington, City Manager   
Paul Salvatore, Director of Financial Services   
Joseph O'Connor, Interim Fire Chief 

**FROM:** David Williamson, Fire Marshal 

**DATE:** December 13, 2013

**SUBJECT:** Contract Award for Services to Brycer, LLC

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**Recommendation:**

Staff recommends that the City Council approve a contract award to Brycer, LLC for third party tracking and management assistance of commercial life safety systems inspection, maintenance and testing requirements within commercial properties in Peachtree City. The contract is for one year beginning on January 1, 2014 with a renewable option in accordance with City policy. There is no cost to the City for this service.

**Discussion:**

Brycer, LLC and their proprietary "The Compliance Engine" software desires to provide a service to all commercial occupancies in the City to collect, organize and store all code-required third party inspection and testing records for the following life safety systems:

- Automatic Fire Sprinkler System
- Fire Alarm System
- Commercial Hood Cleaning
- Commercial Hood Suppression System
- Standpipe
- Active Smoke Control System
- Private Hydrant System
- Fire Pump
- Spray Paint Booth
- Emergency Generator

Their automated service will provide the commercial property owner and City automatic notification when requirements are delinquent and need attention. The City will have access to the database 24/7 to manage and review compliance requirements. Ultimately, it will provide the City with a comprehensive and accurate proactive monitoring system of critical life safety

systems that is not available today. The City will never incur a fee for the use of the system and services. Brycer, LLC will charge the servicing contractors a fee of \$10.00 annually per each system reported on. Monthly, quarterly and semi-annual reporting within the same 12 month period will incur no additional fees.

A second company, Online Inspection Reports, was evaluated and was determined to offer less needed services than the Brycer, LLC product.

**Budget Impact:**

There is no cost to this contract and thus no budgetary impact.

**THE COMPLIANCE ENGINE**  
PROPOSAL FOR  
PEACHTREE CITY, GA

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## Why Brycer

Brycer, LLC, whose principals have been intimately involved in the fire, insurance and Information Technology industries for decades, created a simple to use, state-of-the-art web-based service to accelerate and simplify the collection and utilization of fire and life safety data. Brycer's automated Compliance Engine service delivers data in a clean, easy-to-read, uniform format to the Authority Having Jurisdiction to ensure rapid compliance with the law and ultimately a safer community. The service functions as a data aggregating, document management and information delivery vehicle for fire prevention bureaus and inspection companies, ensuring greater productivity and more comprehensive, accurate reporting.

Our mission is to utilize technology to ensure compliance with adopted fire codes and the law. Our solutions are economical, efficient, flexible and scalable to meet the needs of fire bureaus, inspection companies and consumers world-wide. Our mantra is "Keep it Simple". Literally with a click of the mouse, our clients have at their fingertips ALL the information they need, when and where they need it, to ensure that every building in a community is compliant with required laws and regulations.

The regard we have for fire departments and their mission of protecting lives and property is what drives us as entrepreneurs to continually innovate solutions that enhance the ability of officials to deliver critical compliance services, allowing us to contribute as a partner in improving public safety.

## TCE Tracks the Following Systems:

| System Type                                                 | Submittal Frequency                     |
|-------------------------------------------------------------|-----------------------------------------|
| Automatic Fire sprinkler System                             | Annual                                  |
| Fire Alarm System                                           | Annual                                  |
| Commercial Hood Cleaning                                    | Monthly, Quarterly, Semi-Annual, Annual |
| Commercial Kitchen Hood Suppression System                  | Semi-Annual                             |
| Commercial Kitchen Hood Suppression System (cook 1X per wk) | Annual                                  |
| Standpipe                                                   | Annual                                  |
| Standpipe Hydrostatic Test                                  | Five Years                              |
| Active Smoke Control System                                 | Annual                                  |
| Fire Escape                                                 | Annual and Five Year                    |
| Special Suppression System                                  | Annual                                  |
| Private Hydrant System                                      | Annual                                  |
| Fire Pump                                                   | Annual                                  |
| Spray Booth                                                 | Annual                                  |
| Emergency Generator                                         | Annual                                  |
| Foam System                                                 | Annual and Five Year                    |

Note:

- Portable fire extinguishers shall be inspected and tested annually. An inspection and testing report is not required for portable fire extinguishers
- Special suppression systems includes; HALON, CO2, FM200 and other CLEAN AGENTS

**BRYCER, LLC**  
**4355 Weaver Parkway, 100**  
**Warrenville, IL 60555**

November 1, 2013

Peachtree City Fire & Rescue  
105 N Peachtree Pkwy  
Peachtree City, GA 30269

Attn: Fire Chief Joe O'Connor

**Re:   "The Compliance Engine"**

Dear Fire Chief O'Connor:

We look forward to providing you with "The Compliance Engine" (the "Solution"). This proposal letter provides the basic terms by which Brycer, LLC ("Brycer") will provide you, Peachtree City Fire & Rescue ("Client"), with the Solution. The use of the Solution and all matters between Brycer and Client will be subject to the standard "Terms and Conditions" attached to this proposal as Exhibit A. The basic terms are as follows:

1.     **Term:** Brycer will provide Client with the Solution for one year, commencing January 1, 2014 through December 31, 2014, ( the "Initial Term"). Thereafter, the Term shall be renewable yearly for two additional terms of one (1) year each, from January 1 to December 31 of each succeeding year, unless terminated by Brycer or Client in writing at least 90 days prior to the expiration of the then current Term (each, a "Renewal Term" and together with the Initial Term, the "Term"). Following the expiration or termination of the Term (as provided in the Terms and Conditions), Client shall stop using the Solution; provided, however, Brycer shall make available, and Client shall have the right to download, Client's data from the Solution for a period of 30 days after the expiration or termination of the Term. Client shall have the right to terminate this agreement upon giving 90 days written notice to Brycer.

2.     **Fees:** Client shall not pay any fees for use of the Solution.

3.     **Brycer Responsibilities:** During the Term, Brycer shall be responsible for the following in connection with Client's use of the Solution:

- **Availability.** Brycer shall make the Solution available to Client as set forth on Exhibit B. The maintenance schedule and minimum service levels for the Solution are set forth on Exhibit B.
- **Service Level.** Brycer shall provide commercially reasonable levels of customer service with respect to the Solution to all third parties who transact business with Client and access the Solution.
- **Backup.** Brycer shall backup the database used in connection with the Solution to a separate server located within the same web hosting firm which the Solution is being hosted on a real time basis. Upon request by Client (which can be no more than once a month) or made prior to or within 60 days after the effective date of termination of the Term, Brycer will make available to Client a complete and secure (i.e. encrypted and appropriately authenticated) download file of Client data in XML format including all schema and attachments in their native format. Brycer shall maintain appropriate

administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client data. Brycer shall not (a) modify Client data or (b) disclose Client data except as required by law.

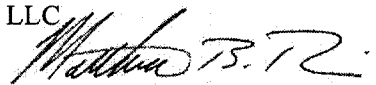
- **Retention of Information.** Brycer will maintain all information entered into the database by third party inspectors for at least five (5) years from the time such information is entered into the database.
- **Notices.** Brycer will be responsible for generating and delivering the following notices to third parties in connection with the Solution: (a) reminders of upcoming inspections that are due; (b) notices that an inspection is past due; and (c) notices of completed inspection reports which contain one or more deficiencies.
- **Updates and Enhancements.** In the event Brycer releases any updates, corrections, or enhancements to the Solution during the Term, Brycer shall promptly provide such updates or corrections to Client free of any charge or fee.

4. **Client Responsibilities:** During the Term, Client shall be responsible for the following in connection with Client's use of the Solution:

- **Operating System.** Client shall be solely responsible for providing a proper operating environment, including computer hardware or other equipment and software, for any portion of the Solution installed on the Client's equipment (the "Client Access Software") and for the installation of network connections to the Internet. In addition to any other Client Access Software requirements, Client must use version Internet Explorer 7.0, Firefox version 3, Chrome 2 or Safari 4 (or more recent versions), in addition to having a .pdf reader installed on machines to view attachments.
- **Training.** Client shall allow Brycer at Client's facilities to train all applicable personnel of Client on the use of the Solution.
- **Information.** Client shall promptly provide Brycer with all appropriate information necessary for Brycer to create the database for the Solution, including without limitation: (a) all commercial building addresses within Client's jurisdiction for Brycer's initial upload; and (b) quarterly updates to in a format acceptable to Brycer in its discretion.
- **Enforcement.** Client shall take all actions necessary to require in writing (e.g. resolution, ordinance, fire policy, code amendment) the use of the Solution by third party inspection companies.
- **Reports.** Client will require all compliant and deficient test results to be submitted.

Please acknowledge your acceptance of this proposal and our standard Terms and Conditions by counter-signing this proposal below. We look forward to a long-term and mutually beneficial relationship with you.

Brycer, LLC

By: 

Its: President

Acknowledged and Agreed to this  
\_\_\_ day of \_\_\_\_\_, 20\_\_\_:

[CLIENT]

By: \_\_\_\_\_  
Its: \_\_\_\_\_

## **Exhibit A**

### **Terms and Conditions**

Any capitalized terms not defined in these Terms and Conditions shall have the meaning assigned to it in that certain Letter Agreement attached hereto by and between Brycer, LLC and Client (the "Agreement").

1. **Restrictions on Use.** Client shall not copy, distribute, create derivative works of or modify the Solution in any way. Client agrees that: (a) it shall only permit its officers and employees (collectively, the "Authorized Users") to use the Solution for the benefit of Client; (b) it shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of the Solution; (c) it shall not sell, resell, rent or lease the Solution; (d) it shall not use the Solution to store or transmit infringing or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights; (e) it shall not interfere with or disrupt the integrity or performance of the Solution or third-party data contained therein; and (f) it shall not reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Solution. Client is responsible for all actions taken by the Authorized Users in connection with the Solution.
2. **Proprietary Rights.** All right, title and interest in and to the Solution and any and all derivative works or modifications thereof (the "Derivative Works"), and any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to the Solution or Derivative Works (the "Documentation"), and any reproductions works made thereof, remain with Brycer. Client shall not remove any product identification or notices of such proprietary rights from the Solution. Client acknowledges and agrees that, except for the limited use rights established hereunder, Client has no right, title or interest in the Solution, the Derivative Works or the Documentation.
3. **Independent Contractor.** Nothing in the Agreement may be construed or interpreted as constituting either party hereto as the agent, principal, employee or joint venturer of the other. Each of Client and Brycer is an independent contractor. Neither may assume, either directly or indirectly, any liability of or for the other party. Neither party has the authority to bind or obligate the other party and neither party may represent that it has such authority.
4. **Reservation of Rights.** Brycer reserves the right, in its sole discretion and with prior notice to Client, to discontinue, add, adapt, or otherwise modify any design or specification of the Solution and/or Brycer's policies, procedures, and requirements specified or related hereto. All rights not expressly granted to Client are reserved to Brycer, including the right to provide all or any part of the Solution to other parties.
5. **Use of Logos.** During the term of this Agreement, Brycer shall have the right to use Client's logos for the purpose of providing the Solution to Client.
6. **Confidential Information.** Brycer and Client acknowledge and agree that in providing the Solution, Brycer and Client, as the case may be, may disclose to the other party certain confidential, proprietary trade secret information ("Confidential Information"). Confidential Information may include, but is not limited to, the Solution, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Unless required by the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq., each party agrees that it will not, without the express prior written consent of the other party, disclose any Confidential Information or any part thereof to any third party. Confidential Information excludes information: (a) that is or becomes generally available to the public through no fault of the receiving party; (b) that is rightfully received by the receiving party from a third party without limitation as to its use; or (c) that is independently developed by receiving party without use of any Confidential Information. At the termination of this Agreement, each party will return the other party all Confidential Information of the other party. Each party also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any Confidential Information of the other party or any firmware, circuit board or software provided therewith. Notwithstanding the foregoing, the parties acknowledge that Client shall be permitted to comply with any all federal and state laws concerning disclosure.
7. **Brycer Warranty.** Brycer represents and warrants to Client that Brycer has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Solution, and that Brycer is duly authorized to enter into this Agreement and provide the Solution to Client pursuant to this Agreement.
8. **Disclaimer.** All information entered into Brycer's database is produced by third party inspectors and their agents. **THEREFORE, BRYCER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO BRYCER'S DATABASE BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN SECTION 7, BRYCER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE**

SOLUTION OR ANY OTHER INFORMATION AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRYCER'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7, AND CLIENT'S SOLE REMEDY, SHALL BE THAT BRYCER SHALL INDEMNIFY AND HOLD RECIPIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.

9. LIMITATION ON DAMAGES. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, AND TO THE EXTENT PERMITTED BY GEORGIA LAW, IN NO EVENT SHALL BRYCER BE LIABLE FOR OR OBLIGATED IN ANY MANNER FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR SYSTEM DOWNTIME. CLIENT ACKNOWLEDGES AND AGREES THAT IN NO CASE SHALL BRYCER'S LIABILITY FOR ANY LOSS OF DATA OR DATA INTEGRITY EXCEED THE REPLACEMENT COST OF THE MEDIA ON WHICH THE DATA WAS STORED.

10. Risks Inherent to Internet. Client acknowledges that: (a) the Internet is a worldwide network of computers, (b) communication on the Internet may not be secure, (c) the Internet is beyond the control of Brycer, and (d) Brycer does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using the Solution, including but not limited to the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes these risks knowingly and voluntarily and indemnifies and holds Brycer harmless from all liability from all such risks. Not in limitation of the foregoing, Client hereby assumes the risk, and Brycer shall have no responsibility or liability of any kind hereunder, for: (1) errors in the Solution resulting from misuse, negligence, revision, modification, or improper use of all or any part of the Solution by any entity other than Brycer or its authorized representatives; (2) any version of the Solution other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to the Client Access Software; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of the Solution that meet Brycer's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-Brycer products or services; or (7) data or data input, output, accuracy, and suitability, which shall be deemed under Client's exclusive control.

11. Indemnity. To the extent permitted by Georgia law, each party (the "Indemnifying Party") will defend and indemnify the non-indemnifying party against any damages, losses, liabilities, causes of action, costs or expenses (including reasonable attorneys' fees) arising from the Indemnifying Party's breach of this Agreement, gross negligence or intentional misconduct. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees), claims, demands, suits or proceedings made or brought against

Brycer by a third party in connection with Client's or an Authorized User's use of the Solution, or any action or inaction taken by a third party, including, but not limited to, third party inspectors, in connection with such third party providing services for Client or otherwise at Client's or an Authorized User's request or direction

12. Breach. Brycer shall have the right to terminate or suspend this Agreement, and all of Client's rights hereunder, immediately upon delivering written notice to Client detailing Client's breach of any provision of this Agreement. If Client cures such breach within 5 days of receiving written notice thereof, Brycer shall restore the Solution and Client shall pay any fees or costs incurred by Brycer in connection with the restoration of the Solution.
13. Illegal Payments. Client acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any employee or agent of Brycer in connection with the Agreement.
14. Beneficiaries. There are no third party beneficiaries to the Agreement.
15. Force Majeure. Neither party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, blackouts, accidents, or strikes. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period of time equal to the time of such delay, except that a party's failure to make any payment when due hereunder shall not be so excused.
16. Notices. All notices required in the Agreement shall be effective: (a) if given personally, upon receipt; (b) if given by facsimile or electronic mail, when such notice is transmitted and confirmation of receipt obtained; (c) if mailed by certified mail, postage prepaid, to the last known address of each party, three business days after mailing; or (d) if delivered to a nationally recognized overnight courier service, one business day after delivery.
17. Assignment. The Agreement may not be assigned or transferred by Client without the prior written consent of Brycer and any purported transfer in violation of this section shall be null and void. The Agreement shall be binding upon and inure to the benefit of the parties thereto and their respective successors and representatives.
18. JURISDICTION AND VENUE. THE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND ENFORCEABLE UNDER, THE LAWS OF THE STATE OF GEORGIA APPLICABLE TO CONTRACTS MADE IN GEORGIA AND THAT ARE TO BE WHOLLY PERFORMED IN GEORGIA WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES OF GEORGIA.

THE PARTIES IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THE AGREEMENT SHALL BE LITIGATED ONLY IN COURTS LOCATED WITHIN THE STATE OF GEORGIA. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID STATE. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

19. Attorneys' Fees. The prevailing party in any proceeding in connection with the Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including without limitation, reasonable attorneys' and paralegals' fees and costs incurred by such party in connection with any such proceeding.
20. Entire Agreement. The Agreement sets out the entire agreement between the parties relative to the subject

matter hereof and supersedes all prior or contemporaneous agreements or representations, oral or written.

21. Amendment. The Agreement may not be altered or modified, except by written amendment which expressly refers to the Agreement and which is duly executed by authorized representatives of both parties. The waiver or failure by either party to exercise or enforce any right provided for in the Agreement shall not be deemed a waiver of any further right under the Agreement. Any provision of the Agreement held to be invalid under applicable law shall not render the Agreement invalid as a whole, and in such an event, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law. The Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
22. Expiration. The rights and obligations contained in these Terms and Conditions shall survive any expiration or termination of the Agreement.

## **Exhibit B**

### **Maintenance Schedule and Minimum Service Levels**

1. **Uptime and Maintenance.**

The Solution shall be available between 24 hours per day on each business day during the term of this Agreement. The Solution shall be fully functional, timely and accessible by Recipient at least 99.5% of the time or better and Developer shall use reasonable efforts to provide Recipient with advance notice of any unscheduled downtime.

2. **Response Time.**

Developer shall respond to telephone calls from Recipient within two hours of the call and/or message and all emails from Recipient within two hours of the receipt of the email.

3. **Customer Support**

Customer support hours are 24/7/365. The toll free number is 1-855-279-2371

Brycer will assign client a dedicated customer representative with direct access to their email and work number.

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

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**TO:** Mayor & Council Members  
**VIA:** City Manager   
**FROM:** Public Information Officer / City Clerk   
**DATE:** December 12, 2013  
**SUBJECT:** Certify Election Results  
December 19, 2013, City Council Agenda

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### **Recommendation:**

That Council certify the results of the December 3 Run-Off Election.

### **Discussion:**

The Mayoral run-off election was held on December 3, 2013. As with the November general municipal election, Council is required to certify the results. The official results and complete, as certified by the Fayette County Board of Elections, are attached. The summary is as follows:

#### Mayor

|                 |                |
|-----------------|----------------|
| Vanessa Fleisch | 2282 (72.15 %) |
| Harold Logsdon  | 881 (27.85 %)  |

### **Budget Impact:**

None

**Election Summary Report**  
**Fayette County**  
**State of Georgia General Municipal Election Runoff**  
**December 3, 2013**  
**Summary For Jurisdiction Wide, All Counters, All Races**  
**Official and Complete**

12/11/13  
13:57:34

Registered Voters 22385 - Cards Cast 3165 14.14%      Num. Report Precinct 12 - Num. Reporting 12 100.00%

**PEACHTREE CITY MAYOR**

|                                   | Polling | ABM | AIP  | PRO | Total |         |
|-----------------------------------|---------|-----|------|-----|-------|---------|
| Number of Precincts               | 12      | 12  | 12   | 12  | 12    |         |
| Precincts Reporting               | 12      | 12  | 12   | 12  | 12    | 100.0 % |
| Times Counted (Reg. Voters 22385) | 1905    | 20  | 1240 | 0   | 3165  | 14.1 %  |
| Total Votes                       | 1904    | 20  | 1239 | 0   | 3163  |         |
| <hr/>                             |         |     |      |     |       |         |
| VANESSA FLEISCH                   | 1346    | 18  | 918  | 0   | 2282  | 72.15%  |
| HAROLD LOGSDON                    | 558     | 2   | 321  | 0   | 881   | 27.85%  |

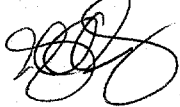
# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

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**TO:** Mayor & Council Members

**VIA:** Dr. James Pennington, City Manager   
Paul Salvatore, Finance Director  
Ellece Brown, Human Resources Director 

**FROM:** Joe O'Connor, Fire Chief 

**DATE:** December 13, 2013

**SUBJECT:** Request Authorization to Implement Recommendations of Matrix Study  
December 19, 2013 *City Council Agenda*

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### Recommendation:

The Fire Department requests the authorization to implement the recommendations of the Matrix Consulting Group as published in their December 2013 Organizational and Operational Efficiency Study of the Fire Department.

### Discussion:

The department has thoroughly reviewed the recommendations presented in the report and recommends full implementation. Generally those recommendations can be categorized into three (3) categories; those that can be implemented immediately by the department with already budgeted funds, those that can be implemented immediately with authorization of the City Council, and those that will need to be either implemented over a number of years or require allocation of funding through the normal budgeting process. Specifically, adoption of the Commission on Fire Accreditation International's 'Suburban' performance standards and changes to position titles and rank structure must be authorized by Council action.

### Budget Impact:

This should have only a nominal budget impact that we can absorb with already allocated funds.

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

**MEMO TO:** Mayor and City Council

**VIA:** James L. Pennington, City Manager 

**FROM:** Paul J. Salvatore, Financial Services Director *PS*  
Kelly Bush, Assistant Finance Director *KB*

**DATE:** December 12, 2013

**SUBJECT:** Budget Amendments – SPLOST Projects & Technology  
*December 19, 2013 City Council Agenda*

### Recommendation:

It is Staff's recommendation that City Council approve the attached budget amendments to amend the 2014 budget resolution.

### Discussion:

Attached please find budget amendments 14-004 through 14-005 for fiscal year 2014 submitted for your approval. Budget amendment 14-004 is being proposed mainly in response to the recent Special Option Local Sales Tax (SPLOST) referendum that failed to gain voter approval. The FY 2014 Public Improvement Plan (PIP) budget included several infrastructure projects that were considered high priority due to safety concerns. The intent was to fund these projects with SPLOST funds if the vote passed, but since it did not we now need to fund the project through a transfer from the General Fund. Council may also want to consider including these projects on an Intent to Finance Resolution on the next Council agenda to keep the option open to finance these project through future debt issuance. One possibility for debt issuance would be through a future G.O. Bond, which would require voter approval. Another possibility would be to seek funding through the Georgia Transportation Infrastructure Bank loan program. More information about these options will be presented at the Council meeting. For now, staff is proposing to appropriate \$644,829 of General Fund fund balance (cash reserves) to fund the following core infrastructure projects on a pay-as-you go basis:

|                                                          |    |         |
|----------------------------------------------------------|----|---------|
| Flat Creek Bridge (Parapet, guardrail, & piling)         | \$ | 225,695 |
| TDK Bridge over CSX - Repair abutment                    | \$ | 54,000  |
| Spear Road Culverts - reline (balance of \$154,676 - SW) | \$ | 129,134 |
| Kelly Dr. Bridge over Flat Creek (Piles & Caps)          | \$ | 19,000  |
| Bridge on PT Pkwy over Lake Kedron (Piles & bracing)     | \$ | 76,000  |
| Lake Peachtree Bridge - Railing replacement              | \$ | 44,000  |
| Smokerise Trace Bridge - Flat Creek (Piles & Caps)       | \$ | 34,000  |
| Smokerise Trace Bridge - Kedron Creek - repairs          | \$ | 63,000  |

Budget amendment 14-005 would provide an additional \$290,000 for technology – related services, and is being proposed for several reasons. First, one of the recommendations included in the recently completed Public Safety study presented by Matrix Consulting was to provide additional support in the area of Information Technology that would more effectively support their needs. This adjustment would provide funding to support the equivalent of one full-time technology expert to meet those needs.

In addition, Council recently approved the purchase and implementation of a new records management system for the Police department, which will also create the need for additional IT resources over and above the normal support needed on a 24/7/365 basis.

The FY 2014 budget also includes funding for the purchase and implementation of a new citywide Enterprise Resource Planning (ERP) system that will require a considerable amount of support from IT technicians over and above the normal daily monitoring and support activities. This cost would be allocated across all departments as presented in the attached budget adjustment.

Lastly, an employee of the City's Information Technology staff has been deployed for military service on a 6-month assignment and is expected to return in February. Some additional expense has been required for part time fill-in staff in order to meet the demands of IT customers. The City currently has only one full time technology employee on staff (until the return of the deployed employee) and is using outsourced contract services to support that one employee.

With the exception of the need identified in the Matrix study, the other needs described are considered one-time and temporary in nature.

**Budget Impact:**

The proposed budget amendments will impact the General Fund in the total amount of \$934,829 and will have a net effect on the FY 2014 PIP fund.

**Attachments**

Budget Amendments 14-004 and 14-005

**CITY OF PEACHTREE CITY****BUDGET AMENDMENT****NUMBER** 14-004**DATE** 12/19/2013

| <b>ACCOUNT</b>  | <b>PROJECT</b> | <b>DESCRIPTION</b>         | <b>INCREASE</b> | <b>DECREASE</b> |
|-----------------|----------------|----------------------------|-----------------|-----------------|
| 100-0000-389025 |                | Surplus Carryover          | 644,829         |                 |
| 100-1505-611350 |                | Transfer to PIP Fund 334   | 644,829         |                 |
|                 |                |                            |                 |                 |
| 334-0000-391200 |                | Transfer from General Fund | 644,829         |                 |
| 334-9999-393100 |                | Proceeds                   |                 | 644,829         |
|                 |                |                            |                 |                 |
|                 |                |                            |                 |                 |

Transfer funds from General Fund surplus to fund safety - sensitive infrastructure projects budgeted in PIP 334.  
The intent was to fund these projects with SPLOST funds if the November 2013 vote passed, but it did not.

**Entered****Approved**

# CITY OF PEACHTREE CITY

## BUDGET AMENDMENT

**NUMBER** 14-005

**DATE** 12/19/2013

| ACCOUNT         | PROJECT | DESCRIPTION                                 | INCREASE | DECREASE |
|-----------------|---------|---------------------------------------------|----------|----------|
| 100-0000-389025 |         | Surplus Carryover                           | 290,000  |          |
| 100-1310-521298 |         | Technical Services - Mayor & Council        | 970      |          |
| 100-1320-521299 |         | Technical Services - City Manager           | 4,830    |          |
| 100-1540-521300 |         | Technical Services - Human Resources        | 7,818    |          |
| 100-1570-521301 |         | Technical Services - Public Information     | 4,095    |          |
| 100-1580-521302 |         | Technical Services - City Clerk             | 7,827    |          |
| 100-2650-521303 |         | Technical Services - Municipal Court        | 9,259    |          |
| 100-1511-521305 |         | Technical Services - Finance                | 15,985   |          |
| 100-1517-521306 |         | Technical Services - Purchasing             | 4,064    |          |
| 100-1535-521307 |         | Technical Services - Information Technology | 8,951    |          |
| 100-3210-521309 |         | Technical Services - Police                 | 97,879   |          |
| 100-7450-521310 |         | Technical Services - Code enforcement       | 3,621    |          |
| 100-3510-521312 |         | Technical Services - Fire                   | 44,315   |          |
| 100-3600-521313 |         | Technical Services - EMS                    | 2,085    |          |
| 100-1566-521315 |         | Technical Services - Buildings & Grounds    | 5,884    |          |
| 100-1575-521316 |         | Technical Services - Engineering            | 1,972    |          |
| 100-4100-521317 |         | Technical Services - Public Works           | 21,144   |          |
| 100-6105-521319 |         | Technical Services - CS Administration      | 2,765    |          |
| 100-6110-521320 |         | Technical Services - Recreation             | 19,261   |          |
| 100-6122-521321 |         | Technical Services - Kedron                 | 10,634   |          |
| 100-6510-521322 |         | Technical Services - Library                | 13,569   |          |
| 100-7410-521323 |         | Technical Services - Planning               | 3,072    |          |
|                 |         |                                             |          |          |
|                 |         |                                             |          |          |

To allocate additional funds needed for technical support services citywide due to implementation of new ERP system and records management system for Public Safety. Additional support for Public Safety also called for in the recent operational efficiency analysis performed by Matrix.

*Entered* \_\_\_\_\_

*Approved* \_\_\_\_\_

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

---

TO: Mayor and Council Members

FROM: City Manager 

DATE: December 13, 2013

SUBJECT: Consider Amended Agreement with CVB Executive Director Nancy Price

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### **Recommendation:**

That Council approve the accompanying amended employment agreement with CVB Executive Director and Amphitheater Manager Nancy Price.

### **Discussion:**

After recommendations from the CVB, a revised employment agreement for Nancy Price has been drafted by our City Attorney. The agreement addresses the terms of employment, salary and fringe benefits as well as the cost alignment between the CVB and the City.

### **Budget Impact:**

There should be only minimal impact on the city's budget as the CVB repays the city for 80.9160 % of the total compensation package and 100% of any additional payments they may provide to Price.

## EMPLOYMENT AGREEMENT

This Agreement made and entered into this 1st day of January, 2014~~September,~~  
2013 by and between the City of Peachtree City, Georgia, hereinafter called the "City", the  
Peachtree City Convention & Visitors Bureau, Inc. (hereinafter "CVB"), as parties of the  
first part; and Nancy Price, hereinafter called "Employee", as party of the second part, both  
of whom understand as follows:

### WITNESSETH

WHEREAS, the City desires to continue to employ the services of Nancy Price as a  
contract employee in the position of Amphitheater Manager; and

WHEREAS, CVB desires to continue to employ the services of Nancy Price in the  
position of Executive Director of the Peachtree City Convention & Visitors Bureau, Inc.;  
and

WHEREAS, Employee desires to continue to be a contract employee in the  
position of Amphitheater Manager and the Executive Director of the CVB; and

WHEREAS, it is the desire of the City Council of the City of Peachtree City,  
Georgia, hereinafter called the "Council" and the Board of Directors of the CVB to  
provide certain benefits to, establish certain conditions of employment for, and to establish  
working conditions of said Employee, in accordance with Georgia law and the City's  
Charter, Ordinances and Regulations and Georgia law.

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

### Section 1. Duties

City hereby agrees to employ Nancy Price as Amphitheater Manager, to perform the functions and duties specified in the position job description, and to perform such other legally permissible and proper duties and functions as City Manager shall from time to time assign.

CVB hereby agrees to employ Nancy Price as Executive Director of the Peachtree City Convention & Visitors Bureau, Inc. to perform the functions and duties specified in the position job description, and to perform such other legally permissible and proper duties and functions as the Board of Directors of CVB shall from time to time assign.

### Section 2. Term

This Agreement shall be in effect from the date written above until September 30, 2014; provided, however, that this Agreement may renew if Employee's positions are included in the budgets approved by the City Council and CVB for FY 2015 and each succeeding budget. In addition:

A. Nothing in the Agreement shall prevent, limit, or otherwise interfere with the right of the position supervisor to terminate the services of Employee at any time, subject only to the provisions set forth in the City Personnel Policy, and Section 3 of this Agreement. In addition, nothing in this Agreement shall prevent, limit, or otherwise preclude Employee from resigning and terminating this Agreement, provided that she adheres to the requirements for a full-time employee to resign as set forth in the City Personnel Policy. Should employee resign, she shall be eligible for the benefits afforded employees who resign in good standing under the City Personnel Policy.

B. This Agreement shall automatically terminate with no action required on the part of Council if Employee dies.

Section 3. Termination

A. Except as provided in paragraph B of this Section, if Employee's contract is not renewed by the Council for FY 2015 during such time that Employee is willing and able to perform the duties of Amphitheater Manager, the City agrees to continue employment for a period of 90 days following the adoption of the FY 201~~5~~<sup>3</sup> budget to provide employee time to secure other comparable employment.

B. The City shall have no obligation to pay salary and benefits or continue employment as designated in this Agreement in the event Employee is terminated with cause per the conditions of the City Personnel Policy.

C. In the event of termination Employee shall be entitled to all salary and benefits that the Employee has accrued at the time of termination, subject to the limitations set forth in Paragraph 3(B) above. The salary and benefits shall be an entitlement accrued under the conditions referenced herein and shall be paid without regard to whether the Employee has secured other comparable employment. For purposes of this Agreement, the receipt by the Employee of written notice that the City is not renewing the Agreement shall not be construed as termination and Employee shall continue to serve as the Amphitheater Manager until the end of the term of the Agreement, unless instructed otherwise by Council, and the City shall continue to pay salary and benefits to Employee through the term of the Agreement as long as employee continues to serve as the Amphitheater Manager.

#### Section 4. Salary

City agrees to pay Employee for Employee's services rendered pursuant hereto a base salary of bi-weekly. In addition, City agrees to increase said base salary and / or other benefits of Employee in such amounts and to such an extent that the Director, City Manager, and CVB may determine that it is desirable to do so on the basis of an annual salary review of said Employee made at the same time as similar consideration is given employees generally.

The salary and benefit shall be paid by the City to the Employee. For the fiscal year 2013-2014, the CVB shall pay to the City an amount equal to 80.9160608% of the total compensation package paid to Employee, including but not limited to the Employee's salary and overtime pay, FICA, Medicare, retirement benefits and other withholdings paid by or on behalf of the City, health and dental and other insurance paid by the City on behalf of the Employee, or any other costs paid by the City to or for the Employee. Any changes to the total compensation package in subsequent years will be identified by the adopted fiscal budget. Such payment shall be paid on a ~~monthly~~ quarterly basis by the ~~Association-CVB~~ to the City, said payment due and payable not later than the twentieth (20<sup>th</sup>) day of ~~the each month~~ following the end of the quarter. For fiscal year 2013-2014, Employee's salary shall be \$~~75,532.71.00~~ 73,640.00.

In the event that the CVB elects to pay any type of bonus or additional compensation to Employee, Employee will be paid by the City but the City shall be reimbursed such amount and all associated FICA, Medicare, retirement benefits and other withholding paid by or on behalf of the City in connection with such bonus or additional compensation. In this regard, the CVB will be responsible for one hundred percent (100%)

of any such bonus or additional compensation paid to Employee which is in addition to the annual salary of Employee as established by the City and CVB for any fiscal year. Any amount paid by the City with respect to a bonus or additional compensation shall be reimbursed, in full, by CVB on a quarterly basis, said payment due and payable not later than the twentieth (20<sup>th</sup>) day of the month following the end of the quarter.~~In addition, CVB shall pay to Employee a one (1) time bonus of \$5,000.00. Such amount will be paid by the City, but the City shall be reimbursed such amount and all associated FICA, Medicare, retirement benefits and other withholding paid by or on behalf of the City in connection with said bonus. Such amount shall be paid to Employee on or before September 30, 2013. Any amount paid by the City with respect to this one time bonus shall be reimbursed, in full, by CVB within fifteen (15) days of the payment being made to Employee by City.~~

#### Section 5. Dues and Subscriptions

The City agrees to budget and to pay the professional dues and subscriptions of Employee necessary for Employee's continuation and full participation in national, state, and local associations necessary and desirable for Employee's continued professional participation, growth and advancement, and for the good of the City. Nothing in this paragraph shall prevent the City from decreasing the amount budgeted for such purposes provided that such decrease is the result of across-the-board budget cuts applicable to all employees within the ~~Recreation Department~~Amphitheater Department.

#### Section 6. Other Benefits

Except as specifically provided for herein, Employee shall be provided at the same benefits provided to full-time employees of the City.

### Section 7. Performance Evaluations

The City Manager and Board of Directors for CVB will evaluate the performance of Employee after six (6) months of service and after one year during the initial term of this contract and annually thereafter. This review and evaluation shall follow criteria and procedures applicable to other employees of the city.

### Section 8. Other Terms and Conditions of Employment

A. All provisions of the City Charter, and regulations and rules of the City relating to vacation and sick leave, retirement and pension system contributions, holidays, insurance and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of City, except as herein provided.

C. Employee shall be entitled to receive the same vacation and sick leave benefits as are accorded full-time employees of the City, including provision governing accrual and payment thereof, on termination of employment, except as herein provided.

### Section 9. General Provisions

A. The text herein shall constitute the entire Agreement between the parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. This Agreement shall become effective upon its execution by all parties hereto

D. If any provision or any portion thereof, contained in this Agreement is to be unconstitutional, invalid, or unenforceable, the remainder of the Agreement or portion

thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

**[Signatures of parties on next page]**

IN WITNESS WHEREOF, The City of Peachtree City, Georgia has caused this Agreement to be signed and executed in its behalf by its City Manager and duly attested by the City Clerk, and the Employee has signed and executed the Agreement, both in duplicate, this date.

CITY OF PEACHTREE CITY

NANCY PRICE

\_\_\_\_\_  
Dr. James Pennington, City Manager

\_\_\_\_\_  
Nancy Price

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Witness

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

PEACHTREE CITY CONVENTION  
& VISITORS BUREAU, INC.

| Convention  
ATTEST:

By \_\_\_\_\_  
Vice Chairperson of the Peachtree City  
& Visitors Bureau, Inc.

| \_\_\_\_\_  
Secretary/Treasurer

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

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**TO:** Mayor & Council Members

**FROM:** City Manager 

**DATE:** December 13, 2013

**SUBJECT:** Consider Resolution of Support for the Fayette Visioning Initiative  
December 19, 2013, City Council Meeting

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### Recommendation:

That Council adopt the Resolution of Support for the Fayette Visioning Initiative.

### Discussion:

At the December 5 meeting, Trey Ragsdale and Randy Weaver briefed Council on the 2014 Fayette Visioning initiative currently underway to determine community goals and create a roadmap for the County for the next 20 years. The attached resolution establishes Peachtree City as a partner in this process and encourages our residents to participate in the community survey, currently underway through December 31, and the other community involvement opportunities that will be available in the coming months.

The resolution also pledges the City's financial participation in the amount of \$10,000, which will be on the agenda separately for consideration and approval.

STATE OF GEORGIA

FAYETTE COUNTY

**RESOLUTION # \_\_\_\_\_**

**Resolution of Support for the 2014 Fayette Visioning Initiative**

**WHEREAS**, the residents, businesses, and leaders of Fayette County are coming together to create a vision and plan for the next five years, leveraging our education system, our diverse communities, and our advantageous location to provide a foundation for future prosperity.

**WHEREAS**, the Fayette Visioning Initiative will occur in three phases: a competitive assessment during which Fayette County's social, demographic, economic, and physical characteristics will be compared to regional communities of a similar nature; the development of the Fayette Vision, reflecting the research and input gathered and providing specific goals, objectives, and tactics for creating the future that Fayette County desires; and the provision of Implementation Guidelines that will include timelines for each year of implementation, identification of responsible partners, and measurement tools to track the progress of the program.

**WHEREAS**, a diverse, engaged steering committee of leaders from across the county has been assembled, but a crucial component of the Fayette Visioning Initiative will be the involvement of the entire community during the focus groups, stakeholder interviews, invitational community leadership meetings, online community survey, structured community dialogues on the MindMixer web platform, and social media. The input that is received will help identify issues, challenges, opportunities, and strengths not easily captured through data analysis.

**WHEREAS**, as a Fayette community founded on planning for the future, Peachtree City demonstrates that successful communities must define their own path forward. The Fayette Vision will be a bold, actionable, and unifying blueprint for enhanced quality of life and increased economic vibrancy for our county.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of Peachtree City, that we embrace the Fayette Visioning Initiative being undertaken for 2014 and declare ourselves as partners in this look toward our future; and

**BE IT FURTHER RESOLVED** that we pledge \$10,000 in financial support of this project; and

**BE IT FURTHER RESOLVED** that we encourage all Peachtree City residents and businesses to think beyond our municipal borders and commit to Fayette County's future by learning about the Fayette Visioning Initiative, by taking the online survey at [www.FayetteVision.org](http://www.FayetteVision.org) through December 31, 2013, and by participating as available in the focus groups and dialogues presented for public involvement.

This 19<sup>th</sup> day of December , 2014.

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Don Haddix, Mayor

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Eric Imker, Councilmember

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Mike King, Councilmember

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Kim Learnard, Councilmember

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Vanessa Fleisch, Councilmember

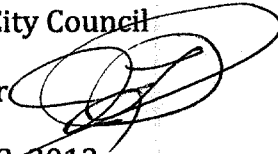
\_\_\_\_\_  
Betsy Tyler, City Clerk

Attest

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

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To: Mayor and City Council  
From: City Manager   
Date: December 13, 2013  
Subject: Consider Committing \$10,000 to the Fayette Visioning Initiative

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### **Recommendation:**

That Council authorize a financial commitment of \$10,000 to support the Fayette Visioning Initiative.

### **Discussion:**

Last year a group of Fayette County concerned citizens began discussions about the future of Fayette County. This led to a trip to Williamson County, Tennessee to observe what was happening in an area similar in part to Fayette County. Following this trip there has been continuous dialogue which has led to the Fayette Visioning Initiative. While coordinated by the Fayette Chamber, it must be noted that this is a visioning effort that will try to encompass the totality of Fayette County including both incorporated and unincorporated areas.

The City of Peachtree City can learn much from this effort and could tap into the process and eventually have a correlated visioning process for itself. To date funds are being raised to accomplish the task. The cities and county have been approached about funding as well as the private sector. It is important to note that Coweta-Fayette EMC has contributed funds to successfully launch this process. A \$10,000 commitment by the Council of the City of Peachtree City would be a significant step and indicate that it supports this endeavor.

### **Budget Impact:**

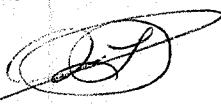
Since this is not a currently budgeted item, a budget adjustment would be made in the near future.

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

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**TO:** Mayor & Council Members

**FROM:** City Manager 

**DATE:** December 13, 2013

**SUBJECT:** Consider Designating December 23, 2013, as a City Holiday  
December 19, 2013, City Council Meeting

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### **Recommendation:**

That Council consider the addition of Monday, December 23, 2013, as a City Holiday for employees.

### **Discussion:**

Peachtree City provides several paid holidays for employees, during which the administrative and non-public safety offices are closed. Among those are Christmas Eve and Christmas Day. This year, those holidays fall on Tuesday and Wednesday, leaving Monday as a single work-day between two two-day closures.

The Fayette County Board of Commissioners has added Monday, December 23, to the dates their offices will be closed. Due to the low amount of citizen use of City offices this time of year, combined with the number of employees already scheduled to be off for the holidays, I am asking Council to consider adding Monday, December 23, as an extra holiday for employees this year.