City Council of Peachtree City
Agenda
December 4, 2008
7:00 p.m.

I. Call to Order

II. Pledge of Allegiance

III. Announcements, Awards, Special Recognition
Remind Attendees to Turn Off Cell Phones
Recognize CERT Graduates
Swearing in of New Police Officers

IV. Public Comment

V. Agenda Changes

VI. Minutes
November 6, 2008, Regular Meeting Minutes

VII. Monthly Reports

VIII. Consent Agenda
1. Consider Contract – Amphitheater Sound & Lighting
2. Consider SCBA Bid

IX. Old Agenda Items

X. New Agenda Items
12-08-01 WASA Update
12-08-02 Consider Modification to PCTA FY09 Budget
12-08-03 Consider Amendment – Purchasing Ordinance (Amphitheater Contracts)
12-08-04 Consider Amendments to Personnel Policy
12-08-05 Consider Appointments for Impact Fee Advisory Committee

XI. Council/Staff Topics

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
Minutes of Meeting
November 6, 2008
7:00 p.m.

The City Council of Peachtree City met Thursday, November 6, 2008, in the City Hall Council Chambers. Mayor Logsdon called the meeting to order at 7:01 p.m. Other Council Members present: Steve Boone, Don Haddix, Cyndi Plunkett, and Doug Sturbaum.

Announcements, Awards, Special Recognition
Mayor Logsdon read proclamations for National Prematurity Awareness Day and "Find It in Fayette" for the Holidays Month. Logsdon presented Financial Services Director Paul Salvatore and Assistant Finance Director Janet Camburn with the Certificate of Achievement for Excellence in Financial Reporting FY2007-2008, which was awarded by the Government Finance Officers Association.

Public Comment
Al Yougel suggested that Council consider moving the announcements and public comment to the end of the agenda to encourage more participation for the entire meeting.

Agenda Changes
There were none.

Minutes
Boone moved to approve the October 16, 2008, regular meeting minutes as written. Haddix seconded. The motion carried unanimously.

Monthly Reports
Logsdon noted that a regular meeting was scheduled on January 1. He suggested Council hold both meetings in December and cancel the January 1 meeting. The members concurred. Logsdon noted that there was an approximate $300,000 budget shortfall at the end of September. Salvatore said the shortfall was on the revenue side, but the City had done better on the expense side and were almost right on the money as far as the projections. Since the FY2009 budget was adopted, a $1 million shortfall was expected for the current fiscal year due to the changes in the economy. The City Manager had sent an e-mail to the directors and chiefs asking for a five percent reduction in their budgets, which would help cover the shortfall. Plunkett asked that a revised budget meeting be scheduled early in 2009. City Manager Bernard McMullen said he hoped to have a proposal at the December workshop if everything was ready. Plunkett asked why the time Public Works spent on recycling had significantly increased, from 820 hours to 1,502 hours. McMullen said it was most likely due to the increase in the recycling operation and hauling the materials to a facility that collected them. Plunkett asked if the revenue was offsetting the additional hours. McMullen said he would find out. Logsdon noted that drug arrests for marijuana had doubled. Police Chief H.C. Clark noted that there were more aggressive traffic stops, more road safety checks, and path safety checks. Some of the arrests had come out of those activities. Logsdon pointed out that 6,308 hours had been spent picking up litter on streets over the last year, which was a lot of money to spend.

Consent Agenda

1. **Alcohol License – Change in License Representative – Line Creek Liquor**
2. **Consider Bid – Janitorial Services-American Facilities Services, Inc.**
3. **Consider Bid – Wrecker Service-Parker Wrecker Services**
4. **Consider Qualifying Location Permit Application – Tennis Center Restaurant Space**
5. **Consider Appointment to WASA – Mike Harman**
6. **Consider Acceptance of GEMA FY2005 Homeland Security Grant**

Logsdon noted there was an additional document on the dais regarding Consent Agenda #6. Plunkett moved to approve the Consent Agenda. Boone seconded. The motion carried unanimously.

Old Agenda Items

06-08-08 Public Hearing – Consider Amendments, Specific Permitted Uses in Multiple Zoning Districts

- ***Sec. 1006 GC, General commercial district***
- ***Sec. 1006A LUC, Limited use commercial***
- ***Sec. 1009 OS, Open space and conservation district***

City Planner David Rast noted that the proposed amendments were one of the topics for December 2 workshop and asked Council to continue the public hearing until the December 18 meeting. Plunkett moved to continue agenda item "06-08-08 Public Hearing – Consider Amendments, Specific Permitted Uses in Multiple Zoning Districts" until December 18. Haddix seconded. The motion carried unanimously.

New Agenda Items

11-08-01 Public Hearing – Reaffirm Multi-family Moratorium

Rast said the moratorium on multi-family development had to be reaffirmed every year per the ordinance. Staff recommended that moratorium be reaffirmed for another year.

Phyllis Aguayo said the moratorium had been looked at year after year for a very long time, and the citizens had expressed over the years that the City had adequate multi-family housing. The West Village actually exceeded the amount of multi-family housing planned for the area. She encouraged Council to reaffirm the moratorium and to respect the Land Use Plan and Comprehensive Plan.

No one else spoke for or against the moratorium. The public hearing closed.

Haddix moved to re-affirm the multi-family moratorium. Boone seconded. The motion carried unanimously.

11-08-02 Public Hearing – Consider Annexation Request, Hardy/Kidd/Whitlock/Wilksgrove Tracts

Bob Rolader of Scarborough and Rolader Development addressed Council, saying the 35-acre tract was located in the West Village (Wilksmoor) area that was an unincorporated island. He said his firm had approached the owners about annexation, and they were interested, but they had no plans to develop the property. The people would continue to live on their tracts. Approval of the request would clean up the boundaries for the City.

Rast reiterated that the parcels made up an unincorporated island of the County that was surrounded on all four sides by property within the City. The applicant and property owners had no immediate plans for the property, but wanted to annex into the City and work with staff to determine the best use.

Rast continued that, historically, when land was assembled and zoned for the City, a significant portion of the land was zoned to the Agricultural Reserve (AR) holding category. As each village developed, the property went from the AR zoning category to a more specific zoning category. Since 1987, the 1,700 acres that were initially zoned AR had been rezoned to various other zoning categories. Kedron Village had approximately 1,500 acres that had initially been zoned AR. Rast said the City had annexed approximately 1,800 acres over the years. Those tracts had site plans and were rezoned to various residential zoning categories.

Rast added that the Planning Commission, one of whom served on the 89-acre task force for the Wieland property, had recommended office use for this site rather than more residential. The Planning Commission unanimously recommended the rezoning be approved with the change in the zoning from the County's Agricultural Residential (AR) to the City's Agricultural Reserve (AR), and that the Land Use Plan designation be single-family low-density until the remainder of the village was planned.

The public hearing opened.

Beth Pullias, Frances Meaders, Phyllis Aguayo, and James Rabbit spoke. Their comments included:

- Annexing the property would resolve the illegality of the unincorporated island.
- People needed a better comfort level since the property would be annexed without a plan.
- There was concern about annexing the land without a plan.
- There was concern that the developer had plans in mind for the property.
- Once a property was in the City, it would be difficult to deny a rezoning request.
- An annexation request could always be denied; the City had time to consider the question and determine what would eventually happen on the property.
- There were questions regarding why the City wanted to annex the property and what the benefit to the City would be.

The public hearing closed.

Plunkett said the City would not gain anything by approving the annexation, but the annexation cleaned up the borders and had the property owners pay for the services that were, essentially, already provided by the City. Plunkett said sometimes the plan for an area was no plan. The property could stay AR forever, and would stay that way until a plan was presented, went through the process, and was approved by Council.

Logsdon asked City Attorney Ted Meeker what state law said about annexation and rezoning property afterward. Meeker said that, under current state law, nothing could be done for a year without notifying the County and giving them an opportunity to object. He explained that the County had the right to object to a more intense zoning classification. Logsdon clarified that Council also did not have to approve a rezoning request. Meeker said rezonings were always a legislative decision that had to be done in a constitutional manner. The test for that was whether the rezoning classification for the property resulted in a value equal to or greater than properties of the same classification.

Sturbaum said that, when the City had looked at the Atlanta Christian College proposal, this property was the first site considered for the college, so the potential for educational use had been considered.

Haddix said he recently attended a municipal law class, and the state basically said, "don't create an island, and if you do, get rid of it." The City was trying to get rid of the island. Meeker clarified that the entire Wilksmoor annexation area had been, in essence, an island of unincorporated Fayette County, with Tyrone to the north, the City to the south, and Coweta County to the west.

Boone said he did not have a problem with the request because it cleaned up a legal issue. Boone moved to approve the annexation request for the Hardy, Kidd, Whitlock, and Wilksgrove tracts and zone the property to AR Agricultural Reserve. Plunkett seconded. The motion carried unanimously.

11-08-03 Public Hearing – Consider Rezoning, GI to LUR, 89.146 acres, Wilksmoor Village

Rast reported that staff and the Planning Commission were still working with John Wieland on the plan. Some changes had been requested based on the input during the Planning Commission's public hearing on October 27. More time was needed to incorporate the changes into the plan. He anticipated the plan would come before the Planning Commission on November 24 in a workshop format and the public hearing would be on December 8. It should come before Council on December 18. Staff recommended tabling the project based on how it progressed through the Planning Commission.

Plunkett moved to table agenda item "11-08-03 Public Hearing – Consider Rezoning, GI to LUR, 89.146 acres, Wilksmoor Village" indefinitely. Sturbaum seconded. The motion carried unanimously.

11-08-04 Consider Residential Waste/Recycling Contract

Purchasing Agent Angela Egan gave a PowerPoint presentation on residential waste and recycling. (A copy of the PowerPoint presentation is included in the official meeting file.) Egan said that staff recommended Council consider a franchise agreement with CLM Sanitation for solid waste collection and disposal, universal curbside recycling, and yard waste collection. The agreement highlights included weekly curbside solid waste collection, weekly single-stream recycling, weekly yard waste service, same-cost backdoor service to residents with medical issues, backdoor service available (non-medical) at an additional cost, a performance bond and cash bond, documentation of tonnage for all waste and recycling, and $10,000 the first year in elementary/middle school recycling education. The cost would be $44.85 per quarter, which was lower than the current average cost for garbage service alone in the City. Any rate increase would be tied to the federal Consumer Price Index and would not be more than five percent. It would be a one-year contract with four renewals, beginning April 1, 2009. There would be limited opt-out capability.

Egan compared the current cost to residents to the franchise. Cardinal Sanitation solid waste collection for $45.00/quarter, and recycling and yard waste service was not available. Republic All South Robertson offered solid waste collection for $49.83/quarter, solid waste collection and recycling for $66.33/quarter, and yard waste was not offered. Allied Waste Services offered solid waste collection for $45.60/quarter, solid waste collection and recycling for $69.60/quarter, and yard waste collection was not offered. The CLM Sanitation franchise would cost $44.85/quarter for solid waste collection, recycling, and yard waste collection.

Egan said the reasons for staff support of a franchise included reduced costs for virtually all residents, City-wide recycling would be available at no additional cost, outdoor burning would be reduced, the reduction in truck traffic would reduce the wear and tear on streets and improve safety, and it would improve Code Enforcement's ability to monitor and enforce *cleanliness of premises* laws.

Egan pointed out that the opt-out provisions were limited to a maximum of two percent of the customer base. If the limit were exceeded, the vendor could request a rate adjustment. Residents would be able to opt out once every 12 months, which would address extended absences, such as "snow-birds." Residents opting out would have to take their garbage to the County's Transfer Station or other approved location. There would be no additional vendors in town

Egan continued that residents routinely requested expanded access to recycling opportunities. She noted that one ton of paper was equal to 17 trees, one person consumed 400 pounds of paper each year, and City residents consumed 7,280 tons of paper annually. If the City achieved the recycling rate of 25% per year, 47,855 trees (98.4 acres), 14,560 barrels of oil, 50,960,000 gallons of water, and 29,848,000 kilowatt hours of electricity would be conserved annually just for recycling paper. In addition, Egan pointed out that recycling one aluminum can conserved enough energy to light a 100-watt bulb for 2.85 hours; recycling one plastic bottle conserved enough energy to light a 60-watt bulb for 6 hours; and recycling one steel can conserved enough energy to light a 40-watt bulb for 1.5 hours. She continued that the national recycling rate (percentage of waste stream recycled) was 33%, Georgia's 2009 target was 25%, Union City and Newnan recycled 25%, Fayetteville recycled 16%, the Fayette County Transfer Station's rate was 10%, and Tyrone recycled eight percent. The City's estimated rate was two to three percent.

Egan continued that the City could improve its recycling by establishing a program that was convenient (curb-side), universal, cost effective, and measurable. Recyclables accepted by CLM included cardboard (all types); magazines; phone books; newspapers; aluminum, steel, and tin cans, plastic containers, and glass. Egan introduced Jason Becker and Joe Chapman of CLM.

Logsdon said he was going to accept public comment in no particular order.

Residents who spoke included Dick Allis, Bill Lechner, Sandy Jones, Alex Hirsch, J.R. Ramos, Will Knudson, David Ott, Marsha Hendershot, Julius Holt, Beth Pullias, Bob Smith, Michael Maguire, Erin McKiernan, Jeremiah, Phyllis Aguayo, Marge Lechner, Jeri Bosecker, Frank Deal, Al Yougel, and Ron Black. Their comments included the following:

- Letting citizens know who had the best deal was a good service, but it was not the City's place to make decisions for citizens.
- Free enterprise meant competition, and limiting the service to one company eliminated competition. Monopolies also created opportunities for gratuities.
- There was opposition to enforcing the franchise with a public nuisance law in municipal court.
- People who owned businesses had adequate means to dispose of trash.
- Government should not be involved in people's business, but this was one instance that needed government involvement to help protect resources.
- There was concern about the amount of air pollution so many different trucks created.
- People would not recycle if it was not easy.
- Those who in favor of the franchise felt it was a good program.
- Currently, the recycling truck came on a different day than the garbage truck for one of the providers.
- The City needed to catch up with the rest of the country and the world when it came to recycling.
- People would recycle if there were not an additional cost to do so.
- One resident allowed his neighbors to put their limited trash in his can, which was never full for weekly pickup.
- This was not a case of imposing on individual rights or imposing big government on the residents.
- The franchise provided residents with an opportunity to obtain something through economies of scale that individuals could not accomplish.
- The greater good really outweighed any perceived encroachment on civil liberties.
- Cardinal provided recycling as part of their service.
- If CLM owned the containers, that was a significant investment and Council should extend the initial term of the contract to three years, which would allow CLM to amortize the cost and possibly pass it on to the citizens.
- The agreement did not address the value of the recyclables, and a provision should be added for the City to share in the value of the collectable recyclables.
- There should be a higher opt-out because weekly pickup of a 95-gallon container would be too much for a lot of families who were recycling.
- Privatizing with one hauler provided positives that far outweighed the negatives.
- It was wise to go with one company in the City. Georgia law allowed cities to make this decision.
- Individuals should make their own decision. Many people cut out garbage service as a cost-cutting measure and took their trash to the County Transfer Station.

- Anything mandated by Council should be done as a tax, so people could take the deduction.
- There was concern about recycling for fluorescent light bulbs and batteries.
- There were questions as to who was ultimately responsible for garbage collection on rental homes – a landlord or renter.
- There was concern about the City's ability to manage the program and ensure that problems were addressed.
- Peachtree City's recycling rate was pathetic. The only way residents would recycle was if it were convenient and mandated. Council had to make it easier.
- One speaker had a problem with the selection of CLM. He had them for 13 months and fired them because they continuously missed his neighborhood.

There was a break from 9:10-9:20 p.m.

McMullen clarified that the two to three percent number for recycling was not people, but the estimated amount of recycled material. It was the amount of recycled material that Public Works collected based on the estimated total amount of garbage generated by the households in the City. Staff had gone to the numbers used by the industry (approximately 55 pounds of garbage per household per week) and the City's recycled materials records. Haddix noted that those numbers did not include the cans recycled at the fire stations or the plastic bags recycled at grocery stores. By definition, the City's numbers were low. McMullen said it did not, but that was part of the problem. No one knew. Logsdon agreed that the numbers were low, but added that the City was nowhere near 33%. Haddix agreed. McMullen said that there had to be a way to measure in order to obtain the goal. The franchise was the best way to do it.

Sturbaum asked if there was a way to define and identify illegal vendors. Acting Administrative Services Director/City Clerk Betsy Tyler said that, per the Code of Ordinances, the garbage vendors were required to indemnify and hold the City harmless for operating on its streets. Four vendors (AllSouth, Allied Waste, CLM, and Cardinal) had signed and filed the appropriate indemnifications. She had heard reports of other vendors in the City. Sturbaum asked if Waste Management, the preferred provider for Planterra Ridge, was considered an illegal vendor per the terms set by the City's ordinance. Tyler said yes. Sturbaum asked if Tyler had contacted the illegal vendors. Tyler said that, if the City knew who they were, the vendors were contacted.

Haddix said he supported recycling, but did not feel it should be mandated. People had to be educated to do it, not mandated. He believed the City would go over the two percent opt-out number quickly since a lot of people provided for themselves in other ways. He wanted recycling, but the proposed franchise was not the right way to do it. People needed to understand why recycling was important before they would do it.

Chapman, one of the CLM representatives, told Council that the company had been in business for over 20 years. It was a private company, family-owned and operated. They served four cities on the I-85 corridor, and each offered recycling. Recycling was the magic word. There was a greater opportunity for savings with greater numbers of customers. Currently, five companies operated in the City. It was possible to have eight trucks on any one street with five trucks for trash and another three for recycling. His company proposed three trucks. Chapman pointed out that vacant houses did not count against the opt-out. The limited opt-out was meant to deter people from piling up trash. The revenue stream had to be met to offer the services for the agreed price. Plunkett asked if the recycling would be single-stream, which meant it all went in one bin. Chapman said it would be single-stream or co-mingled, which was a very economical way to gather recyclables.

Becker, also of CLM, added that every hauler currently serving the City had bid on the service, and most of the bids included new trucks and containers. There would be fewer trucks on the road, and the new trucks had stricter emission standards to meet, which would reduce the pollution. Trash collection and recyclable pick-up would be done on the same day in a neighborhood, so there would be no trucks the rest of the week.

Logsdon said there was some work to do; the two percent opt-out was a challenge. Plunkett added that, if her entire subdivision opted out, it would exceed the two percent limit at 2.6%. In her own case, she would not really get a savings with the proposal. The free market would deal with recycling when all the vendors recognized it was being done at no additional fee. She suggested the City could deal with recycling more efficiently, noting that Newnan required vendors to offer free recycling.

Boone said he believed in recycling and its importance to the environment. The City's recycling level was way below 33%; however, he also believed in freedom of choice and encouraging residents to make a deal with their own providers. There were issues with the number of trucks on the streets and pollution, but freedom of choice was important.

Haddix noted the large size of the recycling container, adding that they were usually smaller. He had been told by one of the vendors that the smaller bins had been rejected. McMullen explained that, when staff had spoken with the vendors during the pre-proposal meetings, the reason for the larger bins was to encourage recycling. It did not take long to fill up the smaller bins.

Boone clarified that the residents who opted out would not be able to go to another vendor, according to how the agreement was written. McMullen explained that all of the vendors said they could not recycle economically unless there was a franchise. If a significant enough number opted out so it was economical for other vendors to come in, there would not be a franchise. McMullen's recommendation and assessment was that, unless there was a franchise with a vast majority participating, the vendor could not recycle economically. The vendors were currently charging from \$10 to \$15 extra per quarter for recycling. Plunkett said that, from her own experience, she knew it could be done. Planterra Ridge's homeowners association had also worked it out for their subdivision.

Logsdon asked why all of the vendors could not offer recycling at no additional cost. Becker said that, in the industry, there had been vendors that picked up the trash and recycling at the same time with the same truck. It did not work. The haulers that charged an extra rate for recycling were sending a separate truck and doing it the proper way. Plunkett asked Becker if the vendors were required to keep records of the trash and recycling they collected. Becker said certain municipalities required it, but the City did not. He added that putting the trash and the recycling in the same truck was not recycling. The worst case scenario was that if enough people opted out, they would need to look at increasing the cost for service. The Cardinal representative in the audience said that the state required vendors to fill out "Reduction in Waste" forms and to keep their receipts from the recycling facility. Other cities mandated vendors provide recycling, cash bonds, and performance bonds, and that would alleviate some of the issues.

Haddix said the free market would work if given a chance. Sturbaum said the City could work with the vendors on the issues, which left the citizens with freedom of choice and allowed the City to work on its recycling goals.

Boone moved to table the decision until all the questions were answered. Haddix seconded.

McMullen said he was not clear on all the questions and asked Council to e-mail them. Haddix said they needed clarity on the mandated bonds, the requirements and costs for recycling, and whether recycling could be offered at no additional cost on the free market side of the question. Plunkett added that Newnan and Fulton County had ordinances mandating recycling at no additional fees for vendors operating in their communities. McMullen said that offering recycling was one thing, but including it the base price was another. Plunkett said recycling should be included in the base price. Services such as yard waste or back door service should be additional fees. Sturbaum said there should be some accountability for the measurables from the vendors, which would help the City measure itself against the 33% average. The Cardinal representative said that report was a requirement that the City was not enforcing.

The motion carried unanimously.

11-08-05 Consider Proposal – Design Services, Lake Peachtree Path Bridge

City Engineer Dave Borkowski addressed Council and said that staff recommended the design for the replacement project be awarded to Neel-Schaffer, Inc., for $76,246.

Plunkett moved to award the design for the Lake Peachtree Path Bridge to Neel-Schaffer, Inc., not to exceed $76,246. Boone seconded. The motion carried unanimously.

11-08-06 Consider Ordinance Amendment – Lodging Tax

Tyler reported that the proposed amendment was housekeeping due to a change in the state law. It extended the lodging tax on residents staying long-term in hotels from 10 days to 30 days.

Sturbaum moved to approve the amendment to the Lodging Tax ordinance. Haddix seconded. The motion carried unanimously.

11-08-07 Consider Tri-Party Agreement for Construction of Bridge over CSX Railroad

Plunkett asked Meeker if the City had any obligations under the agreement. Meeker said the City had no obligations other than the routine work and inspection of the bridge. CSX also had an obligation to inspect the bridge.

Plunkett moved to approve the tri-party agreement for construction of the MacDuff Parkway bridge over the CSX Railroad and authorize the Mayor to sign the agreement between CSX Railroad, Brent Scarbrough and Company, Inc., and the City. Sturbaum seconded. The motion carried unanimously.

Council/Staff Topics

Rast gave Council an update on the CSX Railroad/SR 54 West multi-use bridge path connections, noting that, on October 30, the Planning staff hand-delivered three sets of bid documents and approved construction and right-of-way plans for the path project to Haley Fleming at the Atlanta Regional Commission (ARC). On October 31, staff resubmitted some of the forms that had been "recently changed" by the Georgia Department of Transportation (GDOT), but had not been put on their website. A form needed to be submitted for GDOT review requesting that they waive the Final Field Plan Review requirements (FFPR) for this project. GDOT now required this for all projects, no matter what the size or scope. Once this was submitted, it should take less than two weeks to make the determination. When the FFPR documents were submitted, the ARC would forward the submittal package to GDOT, and it would take 30-45 days to determine if everything was complete. Once this determination was made, GDOT would notify the ARC, who would submit Form 1625 to the Federal Highway Administration (FHWA) requesting that funding be allocated for this project. Review of this form would take between 60-90 days. When the funding was allocated, ARC would send the City a Notice to Proceed, and the project could go out for bid. The bid period was no less than 60 days, and each contractor must guarantee their bid amount for no less than 120 days. Before the City could award the contract, GDOT must review and approve the City's bidding procedures. The City must also contact ARC, and they included this amount in the contract between the City and FHWA/ GDOT, which must be approved by Council.

Rast continued that the GDOT had placed a moratorium on all new construction projects until they were assured funding was available. Even if the City went through this process, there was no guarantee funding would be released and/or available. In essence, the City would be put on a waiting list with all of the other construction projects throughout the state until GDOT determined which projects should receive funding. At best, it looked like it would be no less than 150-180 days before there would be any approvals to construct this project, and even then, there was no guarantee there would be funding available.

Plunkett asked why the project was not grandfathered in, and suggested that the City get its recently reelected state senator, state legislator, and GDOT on the phone to discuss it. Rast said that, at the City Manager's direction, staff had sent the plans to three contractors for an estimate for the City to build it without any grant funding. Logsdon asked if there was a problem with the City building the path connections. Rast said it could be done, since none of the grant money that the City could be reimbursed for had been spent. McMullen added that, according to the GDOT's local office, the City would only need an encroachment permit to build the path connections on its own. Plunkett asked to put building the paths at the City's expense on the earliest possible agenda.

Rast reported that he had received an e-mail that day from Dan O'Neill of Columbia Properties, who said that they had been told by Georgia Power and others that the transmission lines at the Wilshire Village commercial development would be located in the Fayette County Water System right-of-way. O'Neill expected to receive the written confirmation the next week. Logsdon said he had also received verbal confirmation that day. Boone clarified that the power company was piggy-backing on the water easement. McMullen added that the commercial development had a 60-foot tree and landscape buffer, and the Water System had 20 feet of easement, which left 40 feet for an undisturbed buffer. Rast said once the existing Oglethorpe power line was moved that buffer could be re-planted. Logsdon said the only restriction on planting would be that tall pine trees that could fall on the transmission lines would not be allowed.

Rast reported on an issue with the multi-use path system in Cedarcroft subdivision. He said a home under construction touched the existing path in one area. Staff had found that the path was not constructed in the center line of the easement, so the path needed to be moved. It was the developer's responsibility to move the path, and a letter would be written to the developer. Another issue with that section of the path was that the property owner on the other side had put up a fence that was in the path easement. Plunkett said the neighbors wanted the path removed, but her response had been that the City was built around the paths. The City needed to meet with the developer to see if the paths could be realigned to be less intrusive. Rast said the completion of the MacDuff Parkway path and tunnel to the retail development would alleviate some of the cut-through traffic in the subdivision. McMullen added that staff would provide an update. A letter had been sent to the developer that said the cart path had to be moved and the fence had to be relocated to allow it. Plunkett said a timeline was needed for that to be accomplished. McMullen said that, in the letter, it was stated that the City would not issue a certificate of occupancy for the house being built until the path situation was resolved.

Sturbaum asked if there was a report on getting a traffic signal at the Baseball/Soccer Complex (BSC). McMullen said that when the staff met with the GDOT and the DOT commissioner, there had been support. When he, Borkowski, and Rast met with GDOT this week, he did not get the same impression. He had received an e-mail from Lamar Pruitt, Thomas Howell's deputy, which did not relay the same thing that was said in the meeting. McMullen said he had already relayed that information to State Senator Ronnie Chance. He also confirmed with Howell that what he was told in the e-mail was that unless the warrants were met a light would not be installed. McMullen told Howell that, based on the criteria, the warrants would never be met. Howell's response was to wait until after the road widening was completed to see what the traffic looked like. Plunkett suggested Council consider sending a resolution expressing its frustration to the GDOT. Sturbaum agreed, adding he did not want to see any children hurt.

Plunkett moved to go past the 11 p.m. deadline, if needed. Boone seconded. The motion carried unanimously.

Plunkett moved to convene in executive session to discuss real estate, personnel, and pending or threatened litigation at 10:36 p.m. Boone seconded. The motion carried unanimously.

Sturbaum moved to reconvene in regular session at 10:58 p.m. Haddix seconded. The motion carried unanimously.

Sturbaum moved to approve raising the City Attorney salary to $125 per hour. Haddix seconded. The motion carried unanimously.

Haddix moved to approve acquisition of the path easement for the Cousins property as discussed in executive session. Boone seconded. The motion carried unanimously.

There being no further business to discuss, Sturbaum moved to adjourn the meeting. Haddix seconded. The motion carried unanimously. The meeting adjourned at 11:00 p.m.

Pamela Dufresne, Deputy City Clerk	Harold K. Logsdon, Mayor

2008 City Event Calendar

		December
		12/2 – City Council Workshop w/ Planning Commission, 6:30 pm 12/4 – City Council Meeting, 7 pm 12/5 – City Employee Christmas Lunch – City offices closed Noon – 1:30 PM 12/6 – Hometown Holiday 12/18 – City Council Meeting, 7 pm **12/24-26 – Christmas Holiday, City offices closed**

2009 City Event Calendar

January	February	March
1/1 – New Years Day, City offices closed ***– City Council Meeting cancelled*** 1/6 – City Council Workshop (Tentative), 6:30 pm 1/15 – City Council Meeting, 7 pm 1/19 – MLK Day, City Offices Closed	2/3 – City Council Workshop (Tentative), 6:30 pm 2/5 – City Council Meeting, 7 pm 2/19 – City Council Meeting, 7 pm	3/3 – City Council Workshop (Tentative), 6:30 pm 3/5 – City Council Meeting, 7 pm **3/6 & 7 – City Council Retreat at City Hall** **3/9 – Official 50th Anniversary of Peachtree City** 3/19 – City Council Meeting, 7 pm
April	**May**	**June**
4/2 – City Council Meeting, 7 pm 4/7 – City Council Workshop (Tentative), 6:30 pm 4/16 – City Council Meeting, 7 pm	5/5 – City Council Workshop (Tentative), 6:30 pm 5/7 – City Council Meeting, 7 pm 5/21 – City Council Meeting, 7 pm 5/25 – Memorial Day, City Offices Closed Memorial Day Ceremony	6/2 – City Council Workshop (Tentative), 6:30 pm 6/4 – City Council Meeting, 7 pm 6/18 – City Council Meeting, 7 pm
July	**August**	**September**
7/2 – City Council Meeting, 7 pm 7/3 – (City offices closed for Independence Day holiday) 7/4 – Independence Day – Parade, Fireworks 7/7 – City Council Workshop (Tentative), 6:30 pm 7/16 – City Council Meeting, 7 pm	8/4 – City Council Workshop (Tentative), 6:30 pm 8/6 – City Council Meeting, 7 pm 8/20 – City Council Meeting, 7 pm	9/3 – City Council Meeting, 7 pm 9/7 – Labor Day, City Offices Closed 9/1 – City Council Workshop (Tentative), 6:30 pm 9/17 – City Council Meeting, 7 pm

*Note: Items in **BOLD** are new additions* *Updated 11/26/08*

ADMINISTRATIVE SERVICES
MONTHLY REPORT

For Month of: _October 2008_

	September-08	October-08	FY 2009 YTD	FY 2008 YTD
Human Resources				
Workers Compensation Claims Filed	0	**3**	**3**	5
City Vehicle / Equipment Accidents	1	**1**	**1**	0
Employee Turnover Rate ***	0%	**0.377%**	**0.377%**	5.000%
Lawsuit Legal Fees	$9,544.18	**$3,330.58**	**$3,330.58**	$6,168.44

**** The FY 2008 figure is for the full year. Of the 12 terminations in FY 2008, 2 were retirements. The only termination in FY 2009 has been a retirement.*

	September-08	October-08	FY 2009 YTD	FY 2008 YTD
Municipal Court				
Fines Collected	$156,960.00	**$144,084.00**	**$144,084.00**	$106,246.50
Online Transactions	195	**203**	**203**	122
Citations Closed	503	**589**	**589**	536
Jail Fund Balance	$259.79	**$2,580.01**	**$148,624.96**	$128,610.66

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

*** A positive Jail Fund Balance reflects a credit with the County based on jail fees paid versus number of prisoners housed*

	September-08	October-08	FY 2009 YTD	FY 2008 YTD
Public Information				
New Businesses Registered	20	**20**	**20**	17
Public Contacts, Questions & Complaints	78	**88**	**88**	81

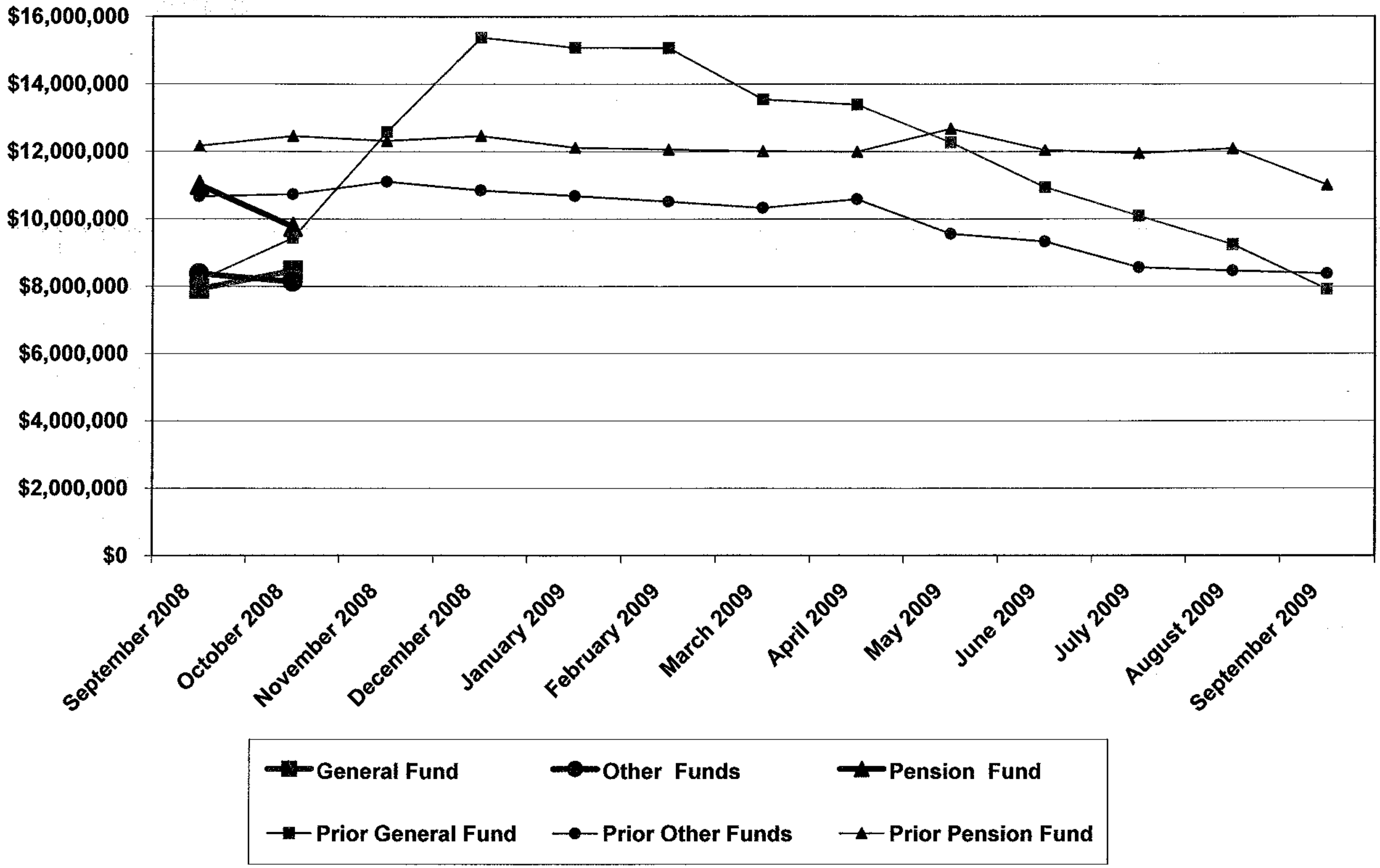
This includes 5 complaints against Comcast Cable Company, 1 garbage complaint, and 2 Open Records/Discovery Requests.

PEACHTREE CITY BUILDING DEPARTMENT
FY 2009

	Sep-08	Oct-08	Fiscal Y-T-D 2009	Fiscal Y-T-D 2008
DEVELOPMENT PERMITS:	7	7	7	3
BUILDING PERMITS:				
Single Family Residential	3	2	2	1
Multi-Family Residential	1	0	0	0
Misc.-Pools/fences/additions	39	48	48	48
Commercial/Industrial	9	12	12	13
TOTAL INSPECTIONS:	528	468	468	565
CERTIFICATE OF OCCUPANCY:				
Residential	6	3	3	2
Commercial	1	1	1	1
Multi-Family Residential	0	146	146	0
CODE ENFORCEMENT:				
Sign Violations	130	317	317	97
New Rehab	6	5	5	6
Rehab Inspections	10	9	9	10
Tree Removal Permits	101	73	73	94
Notice of Violations - Construction	0	1	1	8
Notice of Violations-Non-Construction	274	157	157	147
Stop Work Orders	5	1	1	9
Compliance Inspections	480	236	236	270
Founded Complaints	16	17	17	5
Unfounded Complaints	8	7	7	17
Assessments	1	2	2	14
Water Ban Violations	9	3	3	53
Citations	2	16	16	4
Architect Review Board Permit Approval	32	37	37	46
PERMIT FEES COLLECTED:	51,718	44,279	44,279	18,315
POPULATION: Based on 2.09 persons per new completed dwelling unit plus 1.5 persons for 146 unit senior community.	36,385	36,610	36,610	36,257

The multi-family residential permit was for the 146 unit Towne Club Senior Living community.

CITY OF PEACHTREE CITY
FISCAL YEAR 2009 (with prior year comparison)
MONTHLY ENDING CASH/INVESTMENT BALANCES
(UNAUDITED)



CITY OF PEACHTREE CITY
MONTHLY REPORT
GENERAL FUND AND HOTEL/MOTEL TAX FUND
BUDGET COMPARISON (UNAUDITED)
FOR YEAR ENDED OCTOBER 31, 2008

PERCENTAGE OF BUDGET YEAR COMPLETED 8.33%

GENERAL FUND REVENUES BY MAJOR CATEGORIES				
Description	**2009 Budget**	**YTD Actual**	**Dollar Difference**	**Percentage To-Date**
General Property Taxes	$ 9,960,605	$ 342,591	$ (9,618,014)	3.44%
Franchise Taxes	2,469,859	-	(2,469,859)	0.00%
Local Option Sales Tax	7,024,351	527,863	(6,496,488)	7.51%
Other Sales & Use Taxes	699,266	52,657	(646,609)	7.53%
Business Taxes	2,282,903	1,769,044	(513,859)	77.49%
Licenses & Permits	817,749	45,458	(772,291)	5.56%
Intergovernmental/Grants	199,000	37,500	(161,500)	18.84%
Charges for Services	1,019,140	43,286	(975,854)	4.25%
Fines & Forfeitures	998,236	103,690	(894,546)	10.39%
Investment Income	472,620	10,298	(462,322)	2.18%
Other Revenue	13,766	110	(13,656)	0.80%
Other Financing Sources	377,540	28,458	(349,082)	7.54%
Total General Fund Revenues	**$ 26,335,035**	**$ 2,960,955**	**$ (23,374,080)**	**11.24%**
Surplus Carryover	1,146,656	-	(1,146,656)	0.00%
Total General Fund	**$ 27,481,691**	**$ 2,960,955**	**$ (24,520,736)**	**10.77%**

GENERAL FUND EXPENDITURES BY DIVISION AND/OR TYPE				
Division and/or Type	**2009 Budget**	**YTD Actual**	**Dollar Difference**	**Percentage To-Date**
Executive Services	$ 468,108	$ 47,157	420,951	10.07%
Administrative Services	1,076,536	77,136	999,400	7.17%
Financial Services	1,104,603	98,496	1,006,107	8.92%
Police Services	6,319,703	486,305	5,833,398	7.70%
Fire/EMS Services	5,947,085	469,111	5,477,974	7.89%
Public Works	4,056,360	340,308	3,716,052	8.39%
Leisure Services	5,062,314	421,862	4,640,452	8.33%
Developmental Services	1,425,950	109,556	1,316,394	7.68%
Non-Divisional:				
Council Contingency	50,000	-	50,000	0.00%
Non-Profit Organizations	20,000	-	20,000	0.00%
Transfer to Development Authority	35,000	35,000	-	100.00%
Transfers to Other Funds	2,252,563	12,986	2,239,577	0.58%
Liability Insurance	99,310	55,586	43,724	55.97%
Legal Services	125,675	3,331	122,344	2.65%
General Administration/Bad Debt Expense	75,000	650	74,350	0.87%
Other	(636,516)	-	(636,516)	0.00%
Total General Fund	**$ 27,481,691**	**$ 2,157,484**	**$ 25,324,207**	**7.85%**

HOTEL/MOTEL FUND REVENUES				
Description	**2009 Budget**	**YTD Actual**	**Dollar Difference**	**Percentage To-Date**
Total Hotel/Motel Taxes	**$ 1,012,621**	**$ 85,375**	**$ (927,246)**	**8.43%**

HOTEL/MOTEL TRANSFERS OUT				
Type	**2009 Budget**	**YTD Actual**	**Dollar Difference**	**Percentage To-Date**
Transfer to General Fund	$ 337,540	$ 28,458	$ 309,082	8.43%
Transfer to Tourism Association	675,081	56,917	618,164	8.43%
Total Hotel/Motel Transfers Out	**$ 1,012,621**	**$ 85,375**	**$ 927,246**	**8.43%**

CITY OF PEACHTREE CITY
FINANCIAL SERVICES
MONTHLY REPORT
(UNAUDITED)
AS OF OCTOBER 31, 2008

SUMMARY OF MAJOR EXPENDITURES BY CITY MANAGER
OCTOBER 2008

Description	Vendor	Award	Date
Repair of City Hall Fountain	Aquatic Fountains	$ 15,226.00	10/01/2008
Street & Crosswalk Striping	Peek Pavement	10,716.45	10/01/2008
Motorola Radios	Motorola	21,744.87	10/03/2008
Flat Creek Villas - Engineering	ISE	12,700.00	10/09/2008
Paschall Road Underpass	Neel Schaffer	35,000.00	10/10/2008
Underpinning Design Work	Leo A. Daly	19,490.00	10/22/2008

PURCHASING REPORT
FOR MONTH ENDED OCTOBER 31, 2008 AND OCTOBER 31, 2007

Activity	Fiscal Year 2009	Fiscal Year 2008
Purchase Orders / Requisitions Processed	431	362
City Store Requisitions Processed	9	10
Sealed Bids Requested	2	2
Requests for Proposals	1	2
Bids Awarded	2	5
Requests for Proposals Awarded	1	0
Contracts Prepared	1	5
Fixed Assets Purchased	5	4

City of Peachtree City
Information Technology Statistics
October 2008
(as of 11/19/2008)

Goals and Objectives Summary (Statistically-based):

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

Objective 1: Ensure maximum 10% downtime annually (876 hours out of 8,760 available hours) for primary application, file and email servers

Reported hours of downtime in October 2008 – 0 (100% uptime, 0% downtime)
Reported hours of downtime in FY2008 - 85 hours (99.03% uptime, 0.07% downtime)

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

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

Period	Total Number of Issues	Number of Issues Resolved	%	Number of "Emergency" Issues	Number of "Emergency" Issues Resolved in 1 hour	%	Number of "Important" Issues	Number of "Important" Issues Resolved in 4 hours	%	Number of "Normal" Issues	Number of "Normal" Issues Resolved in 12 hours	%
October 2008	65	65	100.00%	0	0	0.00%	0	0	0.00%	65	58	89.2%
FY2008	1302	1254	96.31%	3	1	33.33%	12	11	91.67%	1239	1105	89.2%

Website Statistics

Visits

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

Total Number of Website Visits in October 2008 – 69,368
Unique Visitors – 36,752
Visitors Who Visited More Than Once In the Month – 6,769

Total Number of Website Visits in FY2008 – 933,369
Unique Visitors – 461,447
Visitors Who Visited More Than Once in the Period – 88,799

Top 10 Pages Visited

Most popular pages visited in October 2008

Rank	Page	Number of Visits
1	Home Page	17,543
2	Page Not Found (redirection from old sites)	5,600
3	Jobs	5,079
4	Falcon Field Airport	3,260
5	News Flash	2,461
6	Events Calendar	2,030
7	Police Department	1,800
8	Parks and Recreation	1,790
9	Library	1,759
10	About Peachtree City	1,548

Most popular pages visited in FY2008

Rank	Page	Number of Visits
1	Home Page	203,528
2	Jobs	64,369
3	Page Not Found (redirection from old sites)	61,960
4	Parks and Recreation	25,141
5	Falcon Field Airport	24,548
6	Events Calendar	21,999
7	News Flash	19,805
8	Library	18,816
9	About Peachtree City	18,733
10	Path System and Golf Carts	17,917

CITY OF PEACHTREE CITY
DONATIONS RECEIVED
OCTOBER 2008

POLICE DEPARTMENT		
CERT DONATION - GIORGI	$	75.00
GENERAL		
50TH ANNIVERSARY - SANY AMERICA INC		2,000.00
TOTAL MONTH OF OCTOBER 2008	$	2,075.00

PEACHTREE CITY FIRE/EMS DEPARTMENT
2009 MONTHLY REPORT

	Sept. 08	Oct. 08	2009 FY-T-D	2008 FY-T-D
FIRE/ACCIDENT CALLS				
Actual Residential Fires	3	3	3	3
Actual Business/Industrial Fires	1	2	2	0
Rescue/EMS Assist	159	134	134	150
Vehicle/Golfcart Accidents	19	31	31	21
False Alarms	22	33	33	21
[1]Other	25	30	30	29
Total Engine Response	229	233	233	224
Dispatched Fire Calls	49	62	62	52
Response Time Fire	4:12	4:26	4:26	4:46
RESCUE/EMS				
Trauma	27	40	40	24
Medical	148	132	132	145
Total # Patients	175	172	172	169
Patients Transported	95	81	81	74
Dispatched EMS Calls	189	176	176	171
[2]Total Medic Response	226	198	198	211
Response Time EMS	4:46	4:28	4:28	4:33
Dispatched Fire/EMS Total	238	238	238	223
EMS BILLING				
Patients Billed	95	79	79	72
[3]Total Cash Received	*2,121	57,391	57,391	32,604

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

[2]Includes Fire Assist Responses

[3]Total Cash Received on All Outstanding Accounts. * This amount relects cash collections lower than normal due to billing service transition.

LEISURE SERVICES MONTHLY REPORT

Oct-08

Activity Description	Unit	Oct. 2008	FY 2008 YTD	FY 2007 YTD
Library				
Books Circulated	number	37,130	37,130	37,429
Internet Usage	visits	3,759	3,759	4,352
Computer Lab Use	hours	23	23	25
Recreation				
Class/Program Revenue	$	$4,163	$4,163	$4,079
Playing Field Preparations	hours	435	435	430
Building Maintenance	hours	481	481	475
Litter Removal	hours	290	290	287
Complaints answered	number	1	1	2

** Increased complaints centered around playground sand @ Bluesmoke and Huddleston Pond issues

PEACHTREE CITY POLICE DEPARTMENT
2008 MONTHLY REPORT

	SEPTEMBER 2008	OCTOBER 2008	2008 CYTD	2007 CYTD
PART I CRIMES				
Criminal Homicide	0	0	1	0
Rape	0	0	0	0
Robbery	0	2	7	6
Aggravated Assault	0	1	5	8
Arson	0	0	1	0
Motor Vehicle Theft	4	3	72	68
Theft	45	32	343	248
Burglary	3	4	50	24
TOTAL PART I CRIMES	**52**	**42**	**479**	**354**
ALCOHOL/DRUG ARRESTS				
DUI – TOTAL	39	20	197	176
DUI – ADULT	37	20	182	160
DUI – UNDERAGE	2	2	15	16
MINOR IN POSSESSION OF ALCOHOL	4	5	68	73
DRUG ARRESTS:				
MARIJUANA	13	4	74	51
METHAMPHEDIMINE	0	0	1	4
COCAINE	0	0	6	3
OTHER (opium, herion, etc)	3	0	5	8
ARRESTS				
PROPERTY CRIMES	8	12	132	123
PERSON CRIMES	10	9	62	76
CITY ORDINANCES	56	57	406	372
TRAFFIC OFFENSES	48	49	411	495
OTHER	55	38	354	452
AVERAGE RESPONSE TIME	6.11	6.31	6.01	5.95
CALLS ANSWERED	**5,400**	**5305**	**53,639**	**54,546**

TRAFFIC				
CITATIONS ISSUED	672	545	5,843	5,988
WARNINGS	725	701	6779	6,119
ACCIDENTS	85	122	982	970

TOP 5 ACCIDENT LOCATIONS – MONTH

HWY 74 / HWY 54	13
HWY 54 / WALT BANKS ROAD	6
HWY 54 / HUDDLESTON RD	5
HWY 74 / CROSSTOWN DR	5
HWY 54 / MARKETPLACE BLVD	4

TOP 5 ACCIDENT LOCATIONS – Y T D

HWY 54 / HWY 74	79
HWY 54 / HUDDLESTON RD	26
HWY 54 / PEACHTREE PARKWAY	25
HWY 74 / KELLY DRIVE	18
HWY 74 / CROSSTOWN DR	18

PUBLIC SERVICES MONTHLY REPORT
OCTOBER 2008

Activity Description	Unit	October-08	FY2009 YTD	FY2008 YTD
Street Patching	Hrs.	0	0	182
Street Crack Sealing	Hrs.	224	224	0
Street Crack Sealing	Mi.	1.08	1.08	*
Street General Maintenance	Hrs.	334	334	**
Storm Water Maintenance	Hrs.	664	664	1,096

* Figures began in June, 2008/No prior year available
** Figures began in November 2007/No prior year available

Cart Path Paving	Ft.	778	778	0
Cart Path Prepped for Paving	Ft.	2,260	***	***
Cart Path Litter Removal	Hrs.	207	207	113
Cart Path Drainage Maintenance	Hrs.	170	170	8
Cart Path General Maintenance	Hrs.	531	531	****

*** Totals and prior year no longer indicated
**** Figures began in November 2007/No prior year available

R.O.W. Mowing	Hrs.	201	201	398
R.O.W. Litter Removal	Hrs.	456	456	425
R.O.W. General Maintenance	Hrs.	631	631	163
Subdivision Entrance Maintenance	Hrs.	757	757	686
Landscape Maintenance	Hrs.	516	516	90
Landscape Planting/Mulching	Hrs.	0	0	0
Subdivision Sign Maintenance	Hrs.	30	30	18
Traffic Sign Maintenance	Hrs.	163	163	52
Vandalism Repairs	Hrs.	35	35	30
Vandalism Repairs	Dls.	674	674	708
Citizen Complaints Answered	Num.	90	90	75
Community Service	Hrs.	48	48	48

RECYCLING SITE

Manhours	Hrs.	137	137	61
Participants:				
Recycling	Num.	257	257	228
Composting	Num.	957	957	694
Mulch Pick UP	Num.	15	15	34
Streets Adopted for Litter Pickup	Miles	7.35		
Cart Paths Adopted for Litter Pickup	Miles	66.5		

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Councilmembers**

VIA: **City Manager**
Finance Director P.S.
Purchasing Agent
Recreation Administrator
Amphitheater Manager

FROM: **Leisure Services Director**

DATE: **November 20, 2008**

SUBJECT: **Consider Contract for Amphitheater Sound and Lighting Services**
For City Council Meeting December 4, 2008

Recommendation: That Council authorizes the City Manager to accept and sign the contract with The Show Business Sound & Lighting Inc. in the amount not to exceed $140,000 to provide sound and lighting at the Frederick Brown Jr. Amphitheater for calendar year 2009 plus three one year renewals.

Discussion: The Show Business has been at the Amphitheater since 1997. Through all the management and staffing changes at that venue they have remained a constant and have contributed to continuity of services. Through these years the sound and lighting at the Fred has rarely been the object of complaint, other than personal preference for volume. The company just installed a new, state-of-the-art sound system at the Fred that effectively makes every seat in the house a great seat by distributing sound evenly throughout the facility. This system positions the Fred to have superior quality sound that exceeds other amphitheaters of equal size in the metro Atlanta area. As we are already pushing the planning envelope for the 2009 concert season, I consider this a critical element for the successful transition of operations.

Budget Impact: The contract costs of this position are within the Recreation budget as amended to absorb Amphitheater operations.

City of Peachtree City, Georgia

CONTRACT FOR PROFESSIONAL SERVICES

This contract in made and entered into on this the ___ day of _______, 2008, by and between the City of Peachtree City (hereinafter referred to as the "PTC"), and The Show Business Sound & Lighting, Inc. (hereinafter referred to as the "CONTRACTOR"), and hereby agree as follows:

WHEREAS, the Frederick Brown, Jr. Amphitheater is owned by the City of Peachtree City, Georgia and located in the City of Peachtree City, Georgia.

WHEREAS, the CONTRACTOR represents that it is a professional sound and lighting contractor owned by Matthew Russom, President, located at 7576 Southlake Parkway, Jonesboro, GA 30236.

WHEREAS, PTC and the CONTRACTOR desire to enter into a contract whereby the CONTRACTOR will provide professional sound and lighting services to PTC produced events at the Frederick Brown, Jr. Amphitheater ("Amphitheater").

NOW, THEREFORE, for and in consideration of mutual promises and benefits flowing between the parties, do hereby agree as follows:

1. PTC shall hire the CONTRACTOR to be the exclusive provider of sound and lighting services for the 2009 concert/event season at the Frederick Brown, Jr. Amphitheater in Peachtree City, Georgia. The concert/event season shall be defined as all performances produced by PTC as part of the Amphitheater series or spotlight concerts. These prices and terms are based on a (6 weekend /2 shows each weekend) 12 show series and a minimum of four spotlight concerts. The CONTRACTOR will also be the exclusive provider of sound and lighting services for all Amphitheater rentals that require professional sound and/or lighting services.
   A. This agreement does not include rentals of the Amphitheater that do not require professional sound services. All renters will be offered the option of obtaining professional services from the CONTRACTOR. However, if a stand-alone sound system is used by a renter, under no circumstances will it interface with any of the CONTRACTOR'S equipment. This also will not include certain events supported or sponsored by PTC that either do not require sound and lighting equipment, or services that are otherwise provided as approved by PTC. In all cases CONTRACTOR shall be made aware of such events and be given the opportunity to advise PTC accordingly.

The Agreement shall be in force from the effective date of this Agreement through and including December 31, 2009. Thereafter, this agreement shall renew automatically for (1) consecutive year beginning January 1, 2010 and expiring on December 31, 2010, thereafter, this agreement shall renew automatically for (1) consecutive year beginning January 1, 2011 and expiring on December 31, 2011, thereafter, this agreement shall renew automatically for (1) consecutive year beginning January 1, 2012 and expiring on December 31, 2012, unless a party hereto shall give written notice prior to the other party of non-renewal at least sixty (60) days prior to the renewal date provided.

2. PTC shall pay to CONTRACTOR a fixed price of $8,000 for a single performance, and a fixed price of $15,500 for two consecutive night performances, for the provision of sound and lighting services as set forth in Exhibit A, a copy of which is attached hereto and hereby incorporated by reference. Other events requiring sound and lighting will be considered on a case by case basis at fair market value as negotiated between the CONTRSCTOR and PTC. The sum due shall be invoiced by the CONTRACTOR a minimum of two weeks prior to the performances.

3. The CONTRACTOR shall provide sound and lighting equipment as set forth in Exhibit A as required. During the term of this contract CONTRACTOR will work with the Amphitheater Manager to provide optimum quality sound and lighting for the patrons and performers.

4. CONTRACTOR will review technical riders with the Amphitheater Manager as needed and advance all technical riders with each performer's stage/road manager. Based on these riders CONTRACTOR will provide sound and lighting equipment and sufficient professionally trained technicians and staff to load in/out, set-up and maintain and run the equipment for each performance. CONTRACTOR shall only use professional riggers to hand and /or fly any equipment at the Amphitheater and CONTRACTOR shall provide PTC with copies of proof of certification prior to performing any such work under the terms of the contract.

5. Should there be any request for equipment not set forth in Exhibit A in any rider; CONTRACTOR shall review such request with the Amphitheater Manager for approval of any additional charges. CONTRACTOR will provide PTC with a standard price list for auxiliary equipment.

6. The CONTRACTOR shall not assign, transfer, convey, sublet, or otherwise dispose of this contract or any or all of its right, title, or interest therein or CONTRACTOR'S power to execute such contract to any person, company or corporation without prior written request and written approval of PTC.

7. All materials used by the CONTRACTOR shall be fully guaranteed against factory defects. Any defects which may occur as a result of either faulty workmanship or material nonconformance will be corrected by the CONTRACTOR at no expense to the PTC.

8. The CONTRACTOR agrees that it will indemnify, defend, and hold PTC harmless from suits, causes of action, or claims of damages arising out of or related in any way to the work under this Contract, its agents or employees which results in injury to any person and/or property, provided the CONTRACTOR shall not be required to indemnify the PTC if PTC is solely negligent with respect to said suit, cause of action, or claimed damage.

9. The CONTRACTOR will provide Workers' Compensation and Liability Insurance to cover $100,000 bodily injury per person, $300,000 injury per occurrence, and $100,000 property damage with the PTC named as additional insured. The CONTRACTOR agrees to provide a certificate of insurance as specified herein prior to commencing work under this contract.

10. It is agreed by and between PTC and the CONTRACTOR that the CONTRACTOR is an independent contractor and shall in no way be construed to be an employee or agent of PTC. Nothing contained in this agreement shall be construed to constitute that the CONTRACTOR, its employees, servants, agents, or subcontractors are a partner, employee, servant, or agent of PTC, nor shall either have the authority to bind the other in any respect.

11. Although this contract evidences the type of work that is to be performed by the CONTRACTOR, PTC does not control the manner and means of such work.

12. The CONTRACTOR will be responsible for all required permits or licenses required by the regulatory agency of PTC, County, State, or Federal governments.

13. This contract or any renewal will terminate immediately and absolutely at any such time as there are no appropriated and otherwise unobligated funds available to satisfy the PTC'S obligation under said contract.

14. PTC and the CONTRACTOR hereto have read the foregoing contract and fully understand and agree with the contents thereof.

15. In addition to requirements of Paragraph Nine (9), above, the CONTRACTOR shall procure and maintain at its expense during the life of the Contract the following minimum issuance:

- Commercial General Liability, Contractual Liability, and Products/Completed Operations Liability, Owners and Contractors Protective Liability, and Personal Injury Liability Insurance covering all operations required to complete the work, including coverage for damage caused by explosion, collapse or structural injury, and damage to underground utilities with the following minimum limits of liability:

Contract Amount	Insurance Liability
$1,000,000.00 or less	$500,000.00 Combined Single Limit Bodily Injury and Property Damage Liability - each occurrence

17. PTC shall pay for utilities of the Amphitheater. Utilities include: water and sewerage, electricity, gas, and trash pickup.

18. CONTRACTOR shall not make, directly or indirectly, any alterations to the Amphitheater without first obtaining the written consent of PTC. Any alteration shall become a part of the Amphitheater subject to PTC's right to require restoration of the Amphitheater. CONTRACTOR shall keep the Amphitheater free from any liens arising out of any work performed, material furnished, or obligations incurred by CONTRACTOR.

19. MISCELLANEOUS PROVISIONS

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

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

(C) All notices from CONTRACTOR to PTC shall be served on or sent to PTC at the following address:

City of Peachtree City
Attn: Nancy Price
201 McIntosh Trail
Peachtree City, GA 30269

With a copy to:

City of Peachtree City
Attn: City Manager
151 Willowbend Road
Peachtree City, Georgia 30269

All notices from PTC to CONTRACTOR shall be served on or sent to CONTRACTOR at its registered office and at the following address:

The Show Business
Attn: Matthew Russom
7576 Southlake Parkway
Jonesboro, GA 30236

All notices to be given under this Agreement shall be in writing and shall be served personally or sent by United States certified or registered mail.

(D) This Agreement contains all of the agreements, terms and conditions made between the parties hereto and may not be modified orally or in any other manner other than by agreement in writing signed by all parties hereto or their respective successors in interest.

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

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

(G) This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

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

(I) Force Majeure. Neither party hereto shall be liable to the other party for any nonperformance, in whole or in part, of its obligations under this Agreement caused by the occurrence of any contingencies beyond the control of the parties, including but not limited to the weather (including but not limited to rain, showers, hurricanes, floods), declared or undeclared war, sabotage, insurrection, riot, or other acts of civil disobedience, acts of a public enemy, acts of governments or agencies affecting the terms of this Agreement, strikes, labor disputes, acts of third parties not within the control of the party whose performance is affected, shortages of fuel, failures of power, accidents, fires, explosions, hurricanes, storms, floods or other acts of God. In the event that any such contingencies occur, the party whose performance is affected shall have a reasonable time in which to resume performance and such party's nonperformance shall not constitute a default. Notwithstanding the foregoing, if the non-performing party is unable to resume full performance despite reasonable attempts to do so, the other party shall have the right to terminate this Agreement pursuant to the provisions of Paragraph 4 above.

IN WITNESS WHEREOF, PTC and the CONTRACTOR have signed the day and year first above written.

CITY OF PEACHTREE CITY
BY: ______________________________
(Title:______________________)

ATTEST: ______________________________

THE SHOW BUSINESS

BY: ______________________________
(Owner)

ATTEST: ______________________________

EXHIBIT A – OFFICIAL EQUIPMENT LIST PACKAGE

SOUND SYSTEM PACKAGE
JBL Vertec 4888 Powered Line Array System
OAP FH118 Sub cabinets
QSC Power as needed
Front and delay fills as needed
Yamaha PM 4000 or equivalent Mains mixer with drive and effects racks as needed.
Monitor system as needed, including all microphones, stands and cables

LIGHTING SYSTEM PACKAGE
Prep and gel house lighting system
Lekos as specials as needed
4 x Mac 500 moving light instruments

BACKLINE EQUIPMENT
1 Drum set
2 Keyboards
1 Bass amp
2 Guitar amps
All stands as needed

LABOR CALL
A minimum of 6 hands/loaders for load in and load out
A minimum of 4 certified technicians for entire day and show call
All spotlight operators as needed

RISERS
As needed

EXHIBIT B
Labor Costs*

Load In:	
10 men /4-hr min ($80 per man) =	$800
4 men stay for Day Help (8 hours @ $20 per man) =	$640
6 men come back for Load Out w/ 4 men that stay on =	$800
3 technicians $50 per hour / per Technician (est. 10 hours)	$1500
2 Crew Chiefs Load In / Day Help and Load Out =	$500

Labor Cost outside allotted Labor in Exhibit A:

Labor first 4 hours or less (4 hour minimum): $80 per Man
Labor after 4 hour minimum: $20 per hour / per Man

*"Load In" is the term used that covers the time frame in which the initial equipment and or trucks arrive and are unloaded by stage hands /Loaders as well as time taken to set up the production and or the bands equipment. Usually a 4 hour time frame / 6 – 10 men used.

"Show Day Help" is the term used to describe the helpers used in the time frame after load in is over and some men are cut off the clock. These show day helpers stay to help throughout the day.

"Load out" or "Out" is the term used that covers the Help needed and the time frame that starts when the performance is over and the breaking down of equipment begins. This goes on until all the equipment is broken down and all trucks are loaded. The venue is now ready to be locked up for the night. Usually a 4-hour time frame with 6-10 men used.

CITY OF PEACHTREE CITY
INTEROFFICE MEMORANDUM

TO:	**Mayor & City Council**
VIA:	**Bernie McMullen, City Manager** **Paul Salvatore, Director of Finance** **Janet Camburn, Assistant Director of Finance** **Angela Egan, Purchasing Agent** ARE jc **Ed Eiswerth, Fire Chief**
FROM:	**David Williamson, Asst. Opns. / EMS Officer**
DATE:	**November 25, 2008**
SUBJECT:	**Scott Self-Contained Breathing Apparatus Contract Award** ***Council Agenda December 4, 2008***

Recommendation:

Staff recommends that Council approve a contract award for the purchase of thirty (30) Scott Self-Contained Breathing Apparatus to the lowest bidder American Safety And Fire House, Inc of Atlanta, Georgia in the amount of $141,750.00.

Discussion:

Self-Contained Breathing Apparatus (SCBA) is used by all firefighters to provide a safe air supply while working in environments that are immediately dangerous to health and life. These environments range from fires, to HAZMAT incidents, to certain medical events. This is the first year of a planned three year PIP project to replace our old noncompliant SCBAs. The SCBAs that are being replaced are ten years old

The current National Fire Protection Association (NFPA) standard for SCBAs is NFPA 1981, 2007 Edition. Seventy-two percent of the SCBAs currently in use within the Fire Department were manufactured under the 1997 edition of NFPA 1981. The major new life safety components included in the 2007 edition SCBAs are:

Heads up display – allows the firefighter to have a constant reading on the amount of air that they have remaining.

Sealed electronics – prevents malfunction of the SCBA due to water damage to electronic components and makes the unit safe in explosive atmospheres.

Enhanced battery power distribution – Requires only one battery instead of multiple batteries.

Drag Device – This device in integrated in the SCBA harness and allows a "downed" firefighter to be dragged to safety in more efficient manner.

CBRN Regulator – Regulator is certified to be used in a Chemical, Biological, Radiological, Nuclear (CBRN) environment.

Rapid Intervention Connection – allows for an SCBA to be refilled with air in case of a trapped/down firefighter.

Buddy-Breathing System – allows two firefighters to breath off of one SCBA.

Buddy Indicator Lights – allows for improved personnel accountability in smoke filled environments.

Our existing SCBAs can not be upgraded to the new standards. Being ten years old, our current SCBAs are requiring more costly maintenance procedures as the years go by. We are finding that more frequently the repairs are not able to be accomplished in-house by our trained technician and must be sent out for certified repair.

Scott has announced a 3-7 percent price increase to take effect January 1, 2009.

Bids Received:

The following bids were received and opened at 1005 hours on November 18, 2008 by Charlotte Burns in the presence of Angela Egan.

American Safety And Fire House	$4,725.00 for one	$141,750.00 for 30
Thermo Fisher Scientific	$4,753.43 for one	$142,602.90 for 30
MES – SE	$4,727.17 for one	$141,815.10 for 30

Budget Impact:

The proposed Scott SCBA meets the needs and specifications of the Department, and is currently budgeted for FY2009 in account number 359-3510-54-2510 in the amount of $144,000.00. This equipment is scheduled for lease financing over a 5-year period with an estimated annual debt service payment of $32,729.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager

FROM: Financial Services Director P.S.

DATE: November 24, 2008

SUBJECT: PCTA Revised FY 2009 Budget

December 4, 2008 City Council Meeting

Recommendation:
Approve the Peachtree City Tourism Association's revised FY 2009 budget (attached).

Discussion:
As of November 1, 2008 the City assumed management responsibility for the Frederick Brown Jr. Amphitheater, previously managed by PCTA. In response to this change in management responsibility, PCTA revised their FY 2009 budget accordingly, and adopted those changes at their November 19 Board of Directors meeting (see attached transmittal letter). The revised budget emphasizes an increase in tourism related activity and also still includes the Tennis Center for the remainder of the fiscal year. The document also includes projected future budgets for FY 2010 and 2011, which do not include the Tennis Center and show further emphasis on tourism.

Budgetary Impact:
Council has already adopted revisions to the City's FY 2009 budget to include management of the amphitheater as of November 1.

GEORGIA

Peachtree City
TOURISM ASSOCIATION

Date: November 24, 2008

To: City Council

From: Tourism Association Board of Directors

RE: Approval of FY 2009 Revised Budget

Recommendation:

The Tourism Association Board of Directors approved the FY 2009 Revised Budget at their regular scheduled meeting on Wednesday, November 19, 2008. The Board of Directors now requests that City Council approve the FY 2009 Revised Budget.

Summary:

The FY 2009 Approved Budget has been revised to reflect the transition of the Amphitheater to City management on November 1st, 2008. Therefore, the following revised budget includes the Tourism Association as well as the Tennis Center and would be retroactive back to November 1st, 2008. The FY 2010 and FY 2011 Proposed Budgets do not include the Tennis Center due to the planned transfer of management to the City in the next year.

The amount budgeted for Tourism Events expense is $74,700 in FY 2009 which includes a sponsorship to the amphitheater, and funding of other tourism events in the City. Marketing expense for the Tourism Association will be budgeted at $41,710 for FY 2009 with printing of tourism marketing materials at $7,500. Revenue and all remaining expenses are based on the original FY 2009 Approved Budget with an adjustment to reflect only 11 months of activity. The budgeted amount for personnel expense under Tourism includes four full-time employees.

The Tennis Center budget remains essentially the same with revenue and most expenses being adjusted for 11 months of activity. Changes to the Personnel Expense include the elimination of the Tennis Center Manager position and the inclusion of two full-time maintenance personnel under administrative personnel expenses. The maintenance staff will continue to work at the amphitheater with a $30,000 reimbursement budgeted from the City.

Overall, Tourism Association is budgeting to break even in FY 2009 with a Tennis Center contingency of $24,140.

Included with the FY 2009 Revised Budget are proposed budgets for FY 2010 and 2011 that demonstrate the plan to increase the Association's focus on tourism in Peachtree City. This shift in the efforts of the Association to focus on tourism will include increased advertising, coordination with the recreation department on tourism related events, as well as, recruitment of events such as tournaments, meetings and other destination driven initiatives.

Peachtree City Tourism Association, Inc.
FY 2009 Revised Budget - Summary

	General Fund	Tennis Center	Total
Estimated Revenue:			
General Fund	$612,558		$612,558
Tennis Center		$686,821	$686,821
Total Estimated Revenue:	**$612,558**	**$686,821**	**$1,299,379**
Appropriations:			
General Fund			
Transfer to Airport Authority	$121,204		$121,204
PCTA Tourism Events/Expenses	$437,879		$437,879
Tennis Center			
Tennis Center Expenses		$662,681	$662,681
Tennis Center Contingency		$24,140	$24,140
Total Appropriations:	**$559,083**	**$686,821**	**$1,245,904**
Surplus/(Deficit) before Transfers	**$53,475**	**($0)**	**$53,475**
Total Transfers:	**$0**	**$0**	**$0**
FY2009 Projected Beginning Unrestricted Cash Reserve			$ (53,475)
Final Surplus/(Deficit):	**$53,475**	**$0**	**$0**

FY 2009 PCTA Revised Budget Overview
Major Categories

Category		2009 Budget (11 Months)
General Fund		
Hotel/Motel Tax	$	606,019
Other Revenue	$	6,539
Total Revenue	**$**	**612,558**
Allocated Personnel Expenses	$	(223,454)
Legal Services	$	(12,500)
Other Administrative Expenses	$	(63,067)
Tourism Events	$	(74,700)
Sales/Advertising/Promotional	$	(64,158)
Transfer to Airport Authority	$	(121,204)
Operating Transfer to Am/Tennis Ctr	$	-
Transfer to PTC	$	-
Total Expense	**$**	**(559,083)**
General Fund Revenues-Expenses	**$**	**53,475**
Amphitheater Revenue less Expenses	**$**	**-**
Tennis Center		
Activity Fees	$	69,192
Tournament Event Fees	$	29,945
Program Fees	$	385,453
Memberships	$	111,100
Sponsor Fees	$	15,000
Restaurant	$	5,500
Other Revenue	$	40,631
Operating Transfer from Tourism	$	30,000
Total Revenue	$	686,821
Personnel Expenses- Administrative	$	(209,671)
Program Expenses	$	(291,169)
Tournament Expenses	$	(10,000)
Repair Maintenance Building	$	(30,924)
Other Purchased/Contracted Services	$	(44,690)
Other Expenses/Supplies	$	(76,227)
Contingency	$	(24,140)
Total Expense	$	(686,821)
Tennis Center Revenues less Expenses	**$**	**(0)**
TOTAL REVENUE LESS EXPENSES	**$**	**53,475**
FY2009 Projected Beginning Unrestricted Cash Reserve	$	(53,475)
Final Surplus/Deficit	**$**	**(0)**

Peachtree City Tourism Association, Inc.
FY 2009 Revised Budget Detail

	FY 2009 Revised Budget (Note 1) Effective November 1, 2008	FY 2010 Proposed Budget (Note 11)	FY 2011 Proposed Budget (Note 11)
Tourism			
Revenues			
Hotel/Motel Tax Transfer	$ 606,019	$ 708,834	$ 744,276
Other Revenue	$ 2,217	$ 2,625	$ 2,756
Interest Income	$ 3,393	$ 3,675	$ 3,859
Merchandise Sales	$ 929	$ 1,050	$ 1,103
Total Revenues:	**$ 612,558**	**$ 716,184**	**$ 751,993**
Expenses			
Personnel Expenses (Note 2)	**$ 223,454**	**$ 257,348**	**$ 270,215**
Sales/Marketing/Promotion			
Professional Services - Consulting	$ 925	$ 1,050	$ 1,103
Professional Services-Website Design/Maintenance	$ 5,000	$ 2,500	$ 2,625
Advertising/Marketing (Note 10)	$ 41,710	$ 55,688	$ 65,722
Tourism Events (Note 6 & 10)	$ 74,700	$ 129,000	$ 155,100
Printing/Binding (Note 10)	$ 7,500	$ 15,000	$ 15,750
Postage	$ 1,856	$ 2,100	$ 2,205
Dues & Fees	$ 3,135	$ 3,938	$ 4,134
Professional Development (Note 10)	$ 4,032	$ 11,500	$ 11,000
Transfer to Airport Authority	$ 121,204	$ 141,767	$ 148,855
Total Sales/Marketing/Promotion	**$ 260,062**	**$ 362,542**	**$ 406,494**
Administrative & General Operations			
Audit Services	$ 10,000	$ 7,500	$ 7,875
Legal Services	$ 12,500	$ 14,175	$ 14,884
Administrative Services (City)	$ 3,500	$ 3,675	$ 3,859
Equipment Rental	$ 994	$ 1,166	$ 1,224
Liability Insurance (Note 3)	$ 24,944	$ 5,000	$ 5,250
Communications	$ 5,757	$ 6,425	$ 6,746
Bank Fees	$ 6,689	$ 7,875	$ 8,269
Office Supplies	$ 1,987	$ 2,100	$ 2,205
Operating/Promotional Supplies	$ 3,831	$ 7,500	$ 8,500
Computer Supplies		$ 4,500	$ 1,500
Electricity	$ 3,025	$ 3,465	$ 3,638
Natural Gas	$ 440	$ 525	$ 551
Cost of Inventory Sold	$ 500	$ 525	$ 551
Travel (mileage reimbursements)	$ 1,400	$ 1,590	$ 1,670
Total Administrative & General Operations	**$ 75,567**	**$ 66,021**	**$ 66,722**
Total Expenses:	**$ 559,083**	**$ 685,911**	**$ 743,431**
Total Projected Surplus/(Deficit): (Note 8)(Note 7)	**$ 53,475**	**$ 30,273**	**$ 8,562**
Tennis Center			
Revenues			
Activity (Court) Fees	$ 69,192		
Tournament Event Fees	$ 29,945		
Program Fees	$ 385,453		
Memberships	$ 111,100		
Application Fees	$ 2,377		
Other Charges for Services	$ 4,204		
Sponsor Fees	$ 15,000		
Pro Shop Rent	$ 23,100		
Restaurant Rental	$ 5,500		
Rental Downstairs	$ 6,000		
Operating Transfer from Primary Govt - Maintenance	$ 30,000		
Other Revenue	$ 4,950		
Total Revenues:	**$ 686,821**		
Expenses			
Administrative Salaries and Expenses (Note 5)	$ 209,671		
Total Personnel Expense:	**$ 209,671**		
Pro Program Expenses			
Program Expenses - Pros			
Pro Salaries and Benefits (Note 4)	$ 284,919		
Total Pro Personnel Expense:	**$ 284,919**		
Total All Personnel Expense:	**$ 494,590**		
Program Expenses - Supplies			
Supplies-Academy/Camp	$ 2,500		
Recreation Programs (Velocity)	$ 3,750		
Grand Total Program Expenses:	**$ 291,169**		

Peachtree City Tourism Association, Inc.
FY 2009 Revised Budget Detail

	FY 2009 Revised Budget (Note 1) Effective November 1, 2008	FY 2010 Proposed Budget (Note 11)	FY 2011 Proposed Budget (Note 11)
Tournament Expenses	$ 10,000		
Total Tournament Expense:	**$ 10,000**		
Non-Program Expenses			
Professional Services (CSI Support)	$ 2,956		
R & M - Equipment	$ 3,208		
R & M - Buildings	$ 30,924		
R & M-Other			
Rentals	$ 3,752		
Communications	$ 7,739		
Advertising	$ 5,000		
Printing & Binding	$ 2,500		
Postage	$ 897		
Travel	$ 700		
Dues & Fees	$ 1,390		
Merchant Services Charges	$ 16,548		
Total Purch/Contractual Services:	**$ 75,614**		
Office Supplies	$ 1,634		
Court Sheet	$ 150		
Special Events	$ 917		
Operating Supplies	$ 14,892		
Promotional Supplies	$ -		
Water	$ 3,667		
Sewerage	$ 1,100		
Natural Gas	$ 2,292		
Electricity	$ 37,584		
Tennis Center Contingency	$ 24,140		
Total Supplies:	**$ 86,376**		
Transfer to City - Utility Savings	$ 13,991		
Total Other Expenses:	**$ 13,991**		
Total Expenses:	$ 686,821		
Total Projected Surplus/(Deficit):	$ (0)		
FY2009 Beginning Unrestricted Reserve(Note 9)	$ (53,475)		
FY2009 Projected Unrestricted Reserve	$ (0)	$ (0)	

(1) Starting November 1st, 2008, 11 Months of Activity
(2) Tourism Personnel based on maintaining 4 positions .
(3) Liability Insurance unable to be renegotiated mid-year. Current contract expires 4/30/09.
(4) Tennis Professional Salaries is based on FY2008 model/No TC Manager budgeted.
(5) Administrative Professional Salaries include 2 Full-Time Maintenance Staff.
(6) Included Sponsorship for Amphitheater/Music Festival
(7) Target Unrestricted Reserve = 5% of Budget
(8) FY 2011 Proposed Budget has a lower projected Surplus due to Governors Conference - Tourism has applied for the conference but has not been awarded.
(9) Includes FY2008 Year End Projected Reserve, Projected Deficit for October 2008, and elimination of FY2006 Liability in Tourism budget.
(10) Detail Included in Tourism Events and Marketing Worksheet
(11) Fiscal Year 2010 and 2011 based on 5% increase in Revenue and Expense unless noted otherwise.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and City Council**

VIA: **City Manager**

FROM: **Financial Services Director**
Acting Administrative Services Director
Leisure Services Director
Amphitheater Manager

DATE: **November 24, 2008**

SUBJECT: **Update Purchasing Ordinance – Amphitheater performances**

December 4, 2008 City Council Meeting

Recommendation:
Adopt the attached ordinance to amend the Purchasing Ordinance, Section 34 of the Code of Ordinances of Peachtree City.

Discussion:
Due to critical timing issues involved with negotiating contracts for performances and events at the Frederick Brown Jr. Amphitheater, staff recommends that the city's purchasing ordinances include an exception to bidding and approval requirements to allow the Amphitheater Manager to have the flexibility necessary to negotiate those contracts. There is also a marketing concern in regards to when and how the Amphitheater Manager makes the official announcement of who will be performing.

The revised ordinance also contains a provision for the Finance department to review the contract prices for conformity with the amphitheater budget previously approved by Council, and for the Mayor or City Manager to sign the contracts, as is done for all other city contracts.

Budgetary Impact:
N/A

ORDINANCE NO: ________

AN ORDINANCE TO AMEND THE PURCHASING ORDINANCE, SECTION 34 OF THE CODE OF ORDINANCES OF THE CITY OF PEACHTREE CITY, GEORGIA, SO AS TO PROVIDE FOR BID PRICES AND QUOTATIONS; TO PROVIDE FOR APPROVALS FOR EVENTS AND CONTRACTS FOR THE FREDERICK BROWN JR. AMPHITHEATER; AND FOR OTHER PURPOSES.

NOW THEREFORE BE IT AND IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF PEACHTREE CITY, GEORGIA, THAT:

Section 1. Chapter 34, Section 117, of the Code of Ordinances of the City of Peachtree City, Georgia, as amended, is hereby further amended as follows:

Sec. 34-117. Bids/price quotations.

Except for expenditures involving contracts for performances at concerts and events at the Frederick Brown Jr. Amphitheater, ~~T~~the following dollar amounts shall be applied in determining the process to be used in obtaining bids/price quotations:

(1) Up to $5,000.00--Verbal quotation.

(2) Over $5,000.00 up to $10,000.00--Written quotation.

(3) Over $10,000.00--Sealed bids.

Section 2. Chapter 34, Section 118, of the Code of Ordinances of the City of Peachtree City, Georgia, as amended, is hereby further amended as follows:

Sec. 34-118. Approval.

(a) Except for expenditures involving contracts for performances at concerts and events at the Frederick Brown Jr. Amphitheater, previously approved and budgeted capital projects and expenditures made from the public improvement program projects contingency fund, the following approval authority shall apply to the expenditures of city moneys:

(1) Unbudgeted items costing $5,000.00 or less--The mayor or city manager.

(2) Unbudgeted items over $5,000.00--A majority vote of the mayor and council.

(3) Budgeted items costing $40,000.00 or less--City manager, who shall provide a monthly summary to the mayor and council on all such expenditures which exceed $10,000.00.

(4) Budgeted items over $40,000.00--A majority vote of mayor and council.

(b) For expenditures involving previously approved and budgeted capital projects and expenditures made from the public improvement program projects contingency fund, the mayor or city manager shall have the authority to expend up to $40,000.00 per project with a monthly summary to council on all such expenditures which exceed $10,000.00

(c) The approved budget shall indicate and identify all capital projects and the public improvement program projects contingency fund.

(d) For expenditures involving contracts for performances at concerts and events at the Frederick Brown Jr. Amphitheater, the contract(s) will be reviewed by the Finance Department for conformity with the Amphitheater Fund Budget previously approved by Mayor and City Council, and may then be signed by the Mayor, City Manager or his designee.

Section 3. All ordinances or parts thereof which conflict with the provisions of this ordinance are, to the extent of such conflict and except as hereinafter provided, hereby repealed.

Section 4. Should any provision of this ordinance be declared invalid by a Court of competent jurisdiction, such decision shall not affect the validity of this ordinance as a whole or any provision thereof other than the provisions specifically declared to be invalid. The City Council declares that it would have passed this ordinance and each subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more subsections, sentences, clauses or phrases may be declared invalid.

Section 5. This ordinance shall be in full force and effect upon its official adoption by the City Council.

This ________ day of ______________________ 2008.

____
Harold K. Logsdon, Mayor

____

____

____

____

Attest: ______________________________
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager**

FROM: **Acting Administrative Services Director / City Clerk**
Human Resources Manager

DATE: **November 26, 2008**

SUBJECT: **Consider Personnel Policy Revisions**
December 4, 2008, City Council Meeting

Recommendation:

That Council adopt the attached revisions to the City's Personnel Policy.

Discussion:

Over the past two years, staff has been working on a comprehensive revision to the Personnel Policy. The proposed changes reflect several issues, including updating titles to the current Position Classification System, updating procedures to reflect a larger operation than when the policy was originally adopted in 1991, updating policies based on changes in law, and providing clarification for existing procedures.

The complete policy, with proposed changes noted, is attached. A summary and explanation of the changes is also included. Finally, additional input received from the Mayor and Council at the October 1, 2007, Workshop is included and the minutes from that workshop are attached.

The City Attorney has reviewed the recommended changes.

Budget Impact:

This item should have no direct budgetary impact.

SUMMARY OF REVISIONS
PERSONNEL POLICY

The revised Personnel Policy contains numerous clarifications that provide more detail for better understanding without changes in actual policy. The revision also includes a revision in language from Personnel Manager/Department to Human Resources Manager/Department, and from he/she to the universal he.

SUMMARY OF CHANGES TO POLICY:

Policy I, Section 3, Page 2
Addition - Definition of Non-regular employee to encompass part-time Firefighters and School Crossing Guards. Clarification on number of hours a regular and non-regular part-time employee can work.

Policy I, Section 4, Page 2
Clarification that Chief/Director-established rules cannot conflict with the approved Personnel Policy. Added City Manager approval option as appropriate.

Policy II, Section 4, Page 4
Clarification of responsibility - City Council approves new positions, Directors/Chiefs assign the duties.

Policy II, Section 7, Page 4
Change - City Manager will determine recruitment starting salary (versus Council).

Policy II, Section 9, Page 5
Change - If an employee fails to successfully complete a probationary period following promotion, he shall be reinstated if the position is vacant. If there are not vacant positions available for which he is qualified, the employee will be terminated.

Policy II, Section 11, Page 5
Clarification regarding the salary of a demoted employee.

Policy II, Section 14, Page 5
Clarification that vacation, sick, holiday or other types of leave do not count as hours worked for calculating overtime pay.

Policy II, Section 14, Page 6
Clarification that only non-exempt employees are eligible for "Call-In" pay. Clarification that employees, with prior approval, may choose between paid for overtime or banking the hours...

Policy II, Section 17.E,F,G, Page 7
Clarification - differentiation between formal surveys and classification studies.

Policy IV, Section 4, page 9
Clarification that criminal background checks are performed on all new City employees and Motor Vehicle Records (MVR) Checks are required of all employees that drive City vehicles.

Policy VII, Section 1, Page 10
Clarification on length of probation periods for public safety personnel and appeal rights for promoted employees during probation period.

Policy VIII, Section 2, Page 11
Clarification to acknowledge Police and Fire promotional assessment centers.

Policy VIII, Section 3, Page 12
Change - City Manager does not have to approve intra-departmental transfers within the same pay range.

Policy VIII, Section 5, A-3 Page 12
Addition - reason for demotion to include acts violating laws.

Policy VIII, Section 6, Page 13
Clarification – procedures employees on "light duty" for more than six months do not apply to pregnant or FMLA protected employees.

Policy IX, Section 3, Page 15
Updated to reflect the new performance evaluation system of five ratings (Exceeds Standards added)

Policy IX, Section 5, Page 16
Added – A change in the three-month review for Police Officers to a six-month review because they are not here actually working those first ten weeks while at the academy.

Policy IX, Section 6, 2-B,C,D,E, Page 17
Clarification of each performance rating.

Policy X, Section 1, Page 18
Clarification of termination date as last date actually worked.

Policy X, Section 2, Page 18
Established termination date for unexcused absences.

Policy X, Section 3, Page 19
Addition – authorizing mandatory physician examination when disability is discovered that could create a dangerous situation

Policy X, Section 5, Page 19
Clarification that a Reduction in Workforce is approved by Council. Change in policy from retention solely based on seniority.

Policy X, Section 7, Page 20
Clarification of management notification requirements on dismissed employees.

Policy X, Section 8, Page 20
Clarification of leave payment upon retirement.

Policy XI, Page 21
Added – A violation of any rule or regulation adopted by the City is grounds for disciplinary action.

Policy XI, Section 2-D,E, Page 22
Clarification of probationary status exclusion.

Policy XI, Section 4, Page 23
Clarification of probationary status exclusion.

Policy XI, Section 5, Page 24

Addition – Use of any tobacco products in any City building or vehicle and allegations that an employee has committed a felony or crime of moral turpitude added as reasons for disciplinary. Subordinates working for supervisors on personal time eliminated as reason for disciplinary action.

Policy XII, Section 2, Page 25
Clarification of probationary status exclusion, inapplicability to disciplinary action.

Policy XII, Section 2, B4, Page 26
Change in grievance reporting, Human Resources Manager gives recommendation rather than ruling, with City Manager making final decision.

Policy XII, Section 3, A, Page 26
Clarification of probationary status exclusion.

Policy XII, Section 4, Page 27
Clarification of probationary status exclusion.

Policy XII, Section 4, A, Page 27
No change - Appeals board composition moved from page 41.

Policy XII, Section 4, B4, Page 28
Change –appeal hearings must be public hearings per state law.

Policy XII, Section 4, B6, Page 28
Change – examiners make recommendation on an appeal, City Manager makes the final decision.

Policy XII, Section 4, B7, Page 28
Change to reflect ability to appeal the City Manager's decision to the Mayor and Council.

Policy XII, Section 5, A2, Page 29
Change – appeal hearings must be public hearings per state law.

Policy XII, Section 5, A4, Page 29
Change – increasing time for Council response to an appeal from five to 15 days.

Policy XIII, Section 1, Page 30
Change - work schedules established by Chiefs/Directors, but still approved by the City manager.

Policy XIII, Section 3, A, Page 30
Change - Increase in the number of hours paid for holiday pay for regular full-time Firefighters from 8 hours to 10.71 hours. Non-regular Firefighters remain at 8 hours of birthday holiday pay and 8 hours additional pay for holidays worked. Clarification that School Crossing Guards are not eligible for holiday pay.

Change - Holiday Pay will no longer be earned while on leave after FMLA has been exhausted.

Policy XIII, Section 3, B, Page 31
Clarification that the birthday holiday policy applies to regular employees. Change – extension of time to take birthday holiday, after which it will not be extended or restored.

Policy XIII, Section 4, B,C, Page 31
Clarification on limits of earned vacation.

Policy XIII, Section 4, D, Page 32
Clarification - Schedule of how accrued vacation is pro-rated and paid out at termination.

Policy XIII, Section 5, A, Page 33
Change – Director/Chief approval of limited sick leave for use family members rather than the City Manager.

Policy XIII, Section 5, B, Page 33
Clarification of employees eligible to accrue sick leave.

Policy XIII, Section 5C, Page 33
Change - City Manager (versus Mayor & Council) approval for an employee on Workers' Compensation to use their leave to make up the pay difference under appropriate circumstances.

Policy XIII, Section 5, D,E, Page 34
Clarification - rate in which employees earn regular sick leave and the limits on regular sick leave and catastrophic sick leave.

Policy XIII, Section 5, I-1, Page 34
Defines how sick leave is compensated at retirement or death of an employee.

Policy XIII, Section 6, page 35
Change – change in the law allows up to 18 days (144 hours) per year for Military Leave instead of 15 days (120 hours). Change - Added benefits to makeup difference in military pay.

Policy XIII, Section 9, Page 36
Change - Added step parents, step grandparents, and grandparents-in-law to death benefit of 3 days pay.

Policy XIII, Section 10, B,C,E, Page 37
Addition of training and military service as reasons for leave without pay. Clarification - Does not apply to employees while on FMLA.

Policy XIV, Section 2, page 38
Clarification of tuition reimbursement eligibility and program.

Policy XV, Section 1, Page 39
Change in status of personnel records confidentiality to comply with state Open Records laws. S

Policy XV, Section 2, Page 39
Change – in personnel records responsibility to ensure the safekeeping of information deemed confidential by State and Federal law...

Policy XVI, Page 40
Change – outside employment to be approved by Director/Chief (vs. City Manager).

Policy XIX, Section 2, Page 41
Change to remove exception that no longer exists (employees supervising relatives).

Policy XIX, Section 3, Page 41
Added grandchildren and grandparents to the definition of relatives.

Appeals Board, Page 41
No change – moved to page 27.

City of Peachtree City
WORKSHOP
Minutes of Meeting
October 1, 2007
6:30 p.m.

The City Council of Peachtree City met in workshop session on Monday, October 1, 2007, at 6:30 p.m. Council Members attending were: Mayor Harold Logsdon, Steve Boone, Cyndi Plunkett, and Mike Harman. Stuart Kourajian arrived late at 6:45 p.m.

Staff members attending were: City Manager Bernard McMullen, Acting Administrative Services Director/City Clerk Betsy Tyler, Human Resources Manager Brenda Rogers, Fire Chief Ed Eiswerth, Police Chief James Murray, Public Services Director Tom Corbett, Leisure Services Director Randy Gaddo, and City Attorney Ted Meeker.

McMullen told City Council that staff was presenting two memos. The first memo was on the Review of the Personnel Policy and Proposed Amendments and the other one was on the issue that Council asked staff to look at regarding At Will employment for Directors and Chiefs (Personnel Policy – Directors & Chiefs Status.) Tyler stated that she planned to go over the memo and the proposed changes to the current policy as indicated in the memo unless Council wanted to go over the policy section by section. Council indicated that reviewing the changes as indicated was sufficient. Tyler stated that many of these changes were considered 'housekeeping' and were being recommended to maintain consistency in terminology and changes in titles over the years as well as changes in law and in operations. (The memo outlining the proposed changes is in the official meeting file.) Council asked for clarification, had extensive discussion on, or requested additional staff action on the items listed below.

- Policy II, Section 7, Page 4: The change was for the City Manager, instead of Council, to have the authority to hire above or below the minimum salary ranges in a 'trainee' situation or in the event there were recruiting shortages. Conversation between Logsdon, Plunkett, and Harman resulted in Tyler clarifying that the hiring and salary adjustment consideration would still be within the given range for the position. McMullen stated that previous work experience or credentials might qualify the candidate to receive a salary higher than minimum. Council agreed with the change to giving the City Manager this authority.

- Policy II, Section 9, Page 4-5: The change was to add that no extension of the six-month probation period would be provided to anyone who received a promotion. Tyler explained that the current policy granted a six-month probation period for each person placed in a position due to a promotion. If the person in the promoted position did not successfully pass the probationary period, the employee could go back to his original position prior to the promotion. This would push any other employees promoted into the resulting vacancy back to their original positions and pay grades. Council stated that they did not like the policy because the person who was in the second highest level might be doing a fine job and be able to pass his probationary period without incident. McMullen indicated that the employees who were applying for positions through the promotion process should be notified of this probation period and that there was a possibility that unless the person above him successfully completed their promotion period they might have to go back to their original position. Plunkett stated that employees should not be punished due to the inadequacies of the unsuccessful promoted employee. Harman said that this was not a common practice in the private sector. Tyler said that, without this safety net, some people might not ever attempt to go out of their comfort zone without the knowledge that they could go back to their original position if they could not fulfill the duties of the new job. Council requested that staff do further analysis and see what other jurisdictions did and to discover the best practices at other municipalities.

- Policy II, Section 11, Page 5: Tyler apologized that this change was not indicated in the memo. The change would provide for an employee who was demoted to a position in a class with a lower grade to be reduced to the corresponding salary for such class or an amount equal to 5% below his former salary, whichever was greater. Tyler stated that this aligned with the changes made to the number of steps within a grade, the steps were 2½ % apart and now were 1½ %. The verbiage put the salary back to where it was prior to last year's salary restructuring.

- Policy II, Section 14, Page 5: The change would allow the department heads rather than the City Manager to approve someone to work overtime if a non-exempt employee has already reached the capped limit of 48 hours. Harman asked who monitored comp time balances. Rogers and McMullen indicated it was the department heads. Plunkett questioned whether it was then HR's responsibility to monitor the balances to make sure the department heads were ensuring people took their time and then Council's responsibility to look at these types of things at budget time. McMullen indicated that he did not think that it would affect the budget, but that it would affect the financial statements. Comp time hours affected the liabilities on balance sheet. McMullen indicated that Rogers sent out a monthly report to all division directors and chiefs that had the levels and copied him on the report. Harman asked Murray how the cap affected the Police Department. Murray provided information about detectives and on-call employees and said the cap made it difficult to manage manpower with the requirements of court and staffing. Harman asked Gaddo how the cap affected the Recreation Department. Gaddo stated that it only affected them at times of special events, and generally speaking, the employees were able to get their balances down soon after the event was over. Eiswerth indicated that his firefighters worked 24-hour-shifts and that, by working one extra shift, an employee would be more than half way to that cap. McMullen stated that the purpose of this change was to document what was already in place. There were at times some issues with certain employees having balances beyond the capped limits, but the number of employees over the limit was not that high. Logsdon asked if the current situation was causing a problem, McMullen indicated that it was not. Logsdon said he was okay with the cap.

- Policy II, Section 17 F, Page 7. Tyler indicated that the pay plan was adopted in 2000. Section F indicated that the City was required to do an informal review of job descriptions and pay plans every two years. Tyler indicated that the City had done this almost on an annual basis through the reports from ARC and DCA. Staff reviewed these reports to make sure that the City was in-line with the surrounding areas. Plunkett asked if there were stipulations that required a formal study every five years. Tyler indicated that a formal study was extremely expensive. Logsdon and McMullen interjected that the informal study would bring any of the inequalities to light. McMullen stated that the City would not want to do a formal pay study and not implement it. Plunkett stated that she felt a formal study would alleviate any mass retro salary adjustment due to the fact that a formal study had not been done and changes were not previously implemented.

- Policy IV, Section 4, Page 8: Tyler indicated that the changes were to add what the City was currently doing. Harman asked if the policy should state what the requirements were. Rogers said that the requirements were included in the CAR (City Administrative Regulations). Tyler said that in the CAR elaborated and set the standards in that document rather than in this policy document. Plunkett said that the policy should then refer to the CAR. Harman concurred. Tyler indicated the reference to the CAR would be added.

- Policy VIII, Section 1, Page 10: The change was intended to clarify the extension of an employee's new hire probation period (6-month new hire probation for non-public safety employees, 1-year new hire probation for Police & Fire personnel) an additional 90 days. The extension would not be allowed for promotional probation periods. In addition, Tyler said the statement was removed that employees under a promotional probation were prohibited from using vacation time and to receive pay for accrued vacation time in the case that the employee resigned or was terminated to comply with Fair Labor Standards. Harman asked what the purpose of the 90 day extension. Meeker said that sometimes an extension was just needed for close calls. Meeker recalled a situation two years ago when an employee's first six months was not up to the point where the City wanted to make him a regular employee, but not to the point where the City wanted to let him go either. The additional 90 days allowed for further improvements. Kourajian asked why the extension was only intended for new hire probation and not promotional probation periods. Tyler indicated that the reason the promotional probation period was not to be extended was due to the fact that the extension might affect other employees promoted as a result of the first employee's promotional extension.

- Policy VIII, Section 5, Page 12: Logsdon asked if the language in item 3 was redundant. Since the section was entitled 'Reasons for Demotion', Logsdon questioned whether the end of the sentence "…and demotion is deemed an appropriate action" needed to be stated again. McMullen indicated that it did not need to be stated that way and instructed Tyler to end the sentence after "…State of Georgia."

- Policy IX, Section 6, Page 16: Tyler explained that the changes were to have the corresponding benefit that comes with each level of performance rating, the steps for the merit increase. Boone asked when an employee received his first evaluation. Tyler indicated that it was at 90 days, but a merit increase was only on an annual evaluation. Kourajian asked if, in item 2 B, "just getting by" should truly be fully satisfactory instead of marginally satisfactory. Plunkett commented that "just getting by" could not be measured objectively. Tyler stated that the evaluation tool was still being evaluated and modified by staff and that the definitions would be better defined after that process was finalized with the Atlanta Regional Commission (ARC). Harman asked if McMullen had to approve all merit increases. McMullen said department heads approved regular employee performance evaluations, and he signed off on the corresponding payroll change notice. Logsdon questioned if a department head could have everyone in his department as outstanding. McMullen indicated yes, in theory. McMullen said that he did not have daily contact with many City employees and was not able to verify their evaluation. McMullen stated that Rogers collected the summary of evaluation categories by division, which she reported to him. McMullen indicated that staff discussed the option of setting quotas for each performance rating category, but Council directed staff not do so. Logsdon and Harman indicated that perhaps setting quotas for numbers of employees in each performance rating section needed to be revisited. Logsdon said that he recalled the directive that Council provided to not set goals for each rating category, but he needed to guard against the extreme. He continued that the City could not have departments who had all employees in one category, and that there was a need to have a requirement that no more than a certain percentage could be in each category. Plunkett asked if the evaluations that the directors and chiefs did for their employees could be incorporated in the directors and chiefs evaluations; to be able to justify the number of employees in each performance measurement. Kourajian agreed and questioned why the City as an employer would not want to have the best employees. Plunkett restated that the justification would be to make sure the directors and chiefs were not just rubber stamping evaluations because it was easier to get along. Kourajian stated that he had been involved with companies where there was one general merit increase fund, and it was split among employees based upon increases. The money would then be split among everyone, but based upon the number of employees at each ranking. Logsdon said that he liked that approach. McMullen commented that they would then need to watch out for the 'buddy system.' Logsdon asked McMullen if there was a report that Council could review annually that would reflect, by division, the number of employees at each level of performance rating. McMullen stated that Rogers produced that report several times a year for him. Council would just need to specify the date range and the report would be generated. Harman said that this policy was a guaranteed pay increase without a way to prepare for it. McMullen said that, through the budget process, staff had the opportunity to review past history and budget according to trends. Eisworth said that the evaluation matrixes were complex for his department and within his department the criteria needed to be justified. Plunkett asked Gaddo if he had multiple criteria to evaluate. Gaddo replied that his division's evaluation was not as complex. Tyler indicated that the evaluation tool was still being reviewed and enhanced by staff, and that more defined expectations needed to be addressed. Logsdon asked McMullen to provide Council with a report of all evaluations by division for the preceding year, October 1, 2006 - September 30, 2007. Kourajian and Plunkett indicated that more than one year would be required to observe trends. McMullen said that staff would supply Council with reports from the previous years with the understanding that fiscal year 2007 is the only year that would reflect all five ratings. Logsdon said that would be sufficient.

- Policy X, Section 1, Page 17: Tyler indicated that the changes were to require an employee to work his resignation notice rather than using his accrued leave time in order to leave the City in good standing. Council and staff discussed pros and cons of this requirement, but concluded that the change was appropriate.

- Policy X, Section 5, Page 19: Kourajian asked for clarification of the statement in paragraph 2, "...to retain those employees with the highest degree of seniority whenever possible in a reduction in force." McMullen described a hypothetical situation where the City found it necessary to reduce the number of employees in Public Services, but not to do away with any departments entirely. McMullen continued that the approach would not be to do away with all members of Fleet Maintenance because they have the highest seniority and replace them with employees of the Right of Way Crew because they would not be technically competent to fulfill the job. Plunkett stated that she did not understand why the job performance would not be considered. Council had the consensus that performance should be the first criteria for considerations in a reduction-in-workforce situation; staff indicated that verbiage would be added.

- Policy XIII, Section 3, Page 29: In regards to the section topic of City Holidays, Kourajian asked staff to look into ways to provide for additional floating holidays.

- Policy XIII, Section 4(E), Page 32: Plunkett asked Rogers if she did not monitor vacation time balances, how they were kept up with. Rogers said that the balances were printed on each employee's pay stubs. Plunkett clarified her question to specify who kept up with who was off in each department. Rogers and Gaddo responded that it was a function of the management of each department to keep a calendar to ensure that there was appropriate daily coverage. Kourajian asked Murray if they did the same thing in the Police Department. Murray indicated that they had a system of checks and balances in place. Corbett indicated that his department encouraged leave to be taken in the slow season.

- Policy XIII, Section 5(A), Page 32: Tyler said that the section outlined the immediate family members for sick leave as parents, spouse, and children. Kourajian asked why grandparents and in-laws were not included in this list. Rogers indicated that they are included in the funeral leave section, but not the sick leave. Plunkett stated that with the way family dynamics had changed, grandparents could be the guardians for their grandchildren, and so grandchildren should be included. It should be phrased as "dependent children." Staff and Council agreed to the change.

- Policy XIII, Section 5(D, E), Pages 32-33: The purpose of this statement was to provide explanation of regular and catastrophic sick leave hours earned for regular part-time employees. Council discussed the concept of catastrophic sick leave and agreed that it was a nice benefit not offered in all employment sectors.

- Policy XIII, Section 6, Page 35: The intent of this change was due to a change in the law regarding military leave. The allowable number of days off due to military leave increased from 15 days to 18 days. Harman asked if the City could look into a way of compensating employees who were called to active duty for the difference between their City salary and their military pay if the military pay were lower. Logsdon stated that he would support that fully as long as there was a cap. Murray added that, in situations that he was aware of, employees actually made more when they were on leave through military pay versus when they were active City employees. Logsdon commented that when troops were first deployed to Iraq there was a backlog in the system that might have caused some of the delays in military payments received.

- Policy XIV, Section 2, Page 37: Tyler explained that the primary change in this section was to increase the tuition assistance available to employees from $600 per calendar year to $800 per calendar year. The assistance amount had not been adjusted in over 10 years. Plunkett asked who determined the relevance of the coursework. Tyler indicated that coursework was approved by the director or chief. If the coursework was not directly related to the job function but was required for the degree program is, coursework approval must be received from the City Manager. Harman asked if an employee could receive a GED on the tuition assistance program. Murray indicated that the state paid for GED certificates through the Georgia Lottery program.

- Policy XIX, Section 3, Page 40: Tyler indicated that grandchildren were added to the list of relatives in the existing Nepotism Policy. Kourajian asked if that meant grandparents should also be added. Council and staff agreed. Harman asked if this would ever be an issue in public safety. Murray clarified that relatives could not work on the same shift. Kourajian asked what would happen if a couple got married. Murray said that they had several incidents of this now. The employees could not work on the same shift or report to one another. If they had been assigned to the same shift prior to being married, they would be re-assigned to different shifts.

Tyler stated that, if there were no additional questions or directives about the changes to the personnel policy, McMullen would present the second memo.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager**
Assistant City Manager/Developmental Services Director

FROM: **City Planner**

DATE: **November 26, 2008**

SUBJECT: **Formation of Impact Fee Advisory Committee**
December 4, 2008, City Council Meeting

Recommendation:

That Council appoint a six-member Development Impact Fee Advisory Committee to review the Methodology Report of the City's Impact Fee Consultant, hold the requisite public hearings, and to make a recommendation on the ultimate impact fee changes presented to Council.

Discussion:

On January 4, 2007, Council established a seven-member West Village Impact Fee Advisory Committee to determine the appropriate impact fees for the properties annexed by Wieland and, at the time, Levitt and Sons. The appointment included representatives from the following groups:

- Peachtree City Planning Commission
- Development Authority of Peachtree City
- Peachtree City Comprehensive Plan Advisory Board
- Residential Developer
- Member of the Fayette County Board of Realtors
- Member of the Home Builders Association
- Member of the Public At Large

The committee met three times, but did not present a final recommendation because Council asked that commercial and industrial impact fees be researched for inclusion in the final proposal. The City then contracted with Mr. Bill Ross to review the City's impact fee structure and make recommendations for modifications to the ordinance.

State law requires that at least 40% of the membership of the committee be from the development, building or real estate industries. Because the Comprehensive Plan Advisory Board is no longer meeting, staff recommends reducing the membership to representatives from the following six groups:

- Peachtree City Planning Commission
- Development Authority of Peachtree City
- Member of the Fayette County Board of Realtors
- Member of the Home Builders Association
- Residential Developer
- Member of the Public At Large

Upon approval, staff will solicit nominations from the organizations listed above and seek a volunteer from the general public who is able to serve on the committee.

<u>Budget Impact</u>:

Budget impacts associated with this item will include future impact fee revenue to offset the cost of city services for future residential and commercial development in Peachtree City.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council Members**

VIA: **City Manager**
Development Services Director

FROM: **City Planner** David

DATE: **December 3, 2008**

SUBJECT: **Consider Letter of Support for Safe Routes to School grant application being prepared by Fayette County for Redwine Road multi-use path.**
December 4, 2008 City Council agenda

Recommendation:
Authorize Mayor to sign letter of support for Safe Routes to School grant being prepared by Fayette County for a multi-use path on Redwine Road.

Discussion:
In 2005, the Safe Routes to School (SRTS) grant program was established by the Federal Highway Administration Office of Safety. The purpose of this grant is to promote and provide safe pedestrian and biking opportunities to school as a way to encourage healthy and active lifestyles at an early age.

Fayette County Staff is proposing to construct a multi-use path on Redwine Road connecting several subdivisions off of Redwine Road within unincorporated Fayette County (New Haven, Whitewater Creek, HighGrove, Wood Creek and Timber Lake) to the existing path across from the Foreston Place subdivision in Peachtree City. The path would be constructed within the right-of-way of Redwine Road and would require the installation of a multi-use bridge spanning Camp Creek. Once the path is completed, residents of several subdivisions within the county as well as residents within Peachtree City would be able to access the Starr's Mill school complex without the use of an automobile.

This proposed multi-use path and bridge meet all the criteria for eligibility for the SRST Infrastructure Grant. Because a portion of the path would be located within the right-of-way of Redwine Road located within Peachtree City and would ultimately connect to our existing multi-use path system, the county is required to obtain a letter of support from the city indicating there are no objections with the proposed path construction.

It should be noted a portion of the proposed path is included within the city's Multi-use Path System Master Plan as a long range project. The deadline for submitting this grant application is December 12th, and the County is requesting a letter of support from Peachtree City to include with their application.

Budget impact:

There are no budget implications with this request, as the path would be funded and constructed entirely with grant funds and then maintained by the county.

Attachment