

City Council of Peachtree City
Agenda
December 2, 2010
7:00 p.m.

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Announcements, Awards, Special Recognition**
 - Recognize Financial Services – GFOA Certificate of Achievement for Financial Reporting**
 - Recognize Arline Cuebas – Citizen Corps Council Georgia Volunteer of the Year**
 - Recognize CERT Graduates**
- IV. Citizen Comment**
- V. Agenda Changes**
- VI. Minutes**
 - November 9, 2010, Workshop Minutes**
- VII. Consent Agenda**
 - 1. Consider FY 2011 Budget Adjustments**

FY 2011 budget amendments impact the General Fund and several Special Revenue Fund budgets
 - 2. Consider Agreement for Stormwater Pipe Cleaning Services**

Request for approval of one-year renewable contract with All Pipeline T.V. Inc of Hampton
 - 3. Consider New Alcohol License – Dickey's Barbecue Pit, Braelinn Village**

All new alcohol license applications must be approved by City Council
 - 4. Consider Amendments to Retirement Plan**

Proposed changes to Defined Benefit Pension Plan reflect recent regulatory changes
- VIII. Old Agenda Items**
 - 08-10-03 Consider Amendment to Traffic Ordinance, Art. III, Sec. 78-92**

Amendment would prohibit registration or operation of gas powered motorized carts after the date to be determined. Gas powered carts registered prior to effective date would receive a grandfathered status.
 - 11-10-12 Consider Resolution of Support – 2010 Fayette County Transportation Plan**

Resolution of support requested from all County municipalities and the Board of Education
- IX. New Agenda Items**
 - 12-01-10 Monthly Reports**

Presentation of new format; report for Keep Peachtree City Beautiful
 - 12-02-10 Consider Employment Agreement for Economic Development Coordinator**

Request to approve one-year renewable agreement with Joseph Grisham
 - 12-03-10 Consider Cancelling December 16 Meeting**

Request to cancel meeting due to lack of agenda items
- X. Council/Staff Topics**
 - Hot Topics Update**
 - Update on Lake Peachtree Usage**
- XI. Executive Session**

**City Council of Peachtree City
Workshop Minutes
November 9, 2010**

The Mayor and City Council of Peachtree City met in workshop session on Tuesday, November 9, 2010. Mayor Haddix called the meeting to order at 6:30 p.m. Other Council Members attending were Vanessa Fleisch, Eric Imker, Kim Learnard, and Doug Sturbaum.

City staff present: City Manager Bernard McMullen, Administrative Services Director Nikki Vrana, Community Development Director/City Planner David Rast, Financial Services Director Paul Salvatore, Fire Chief Ed Eiswerth, Leisure Services Director Randy Gaddo, Police Chief H.C. "Skip" Clark, Public Services Director Mark Caspar, City Engineer Dave Borkowski, Public Information Officer/City Clerk Betsy Tyler, Planner/Economic Development Coordinator Tony Bernard, and Gathering Place Coordinator Janet Werner.

The Gathering Place

Leisure Services Director Randy Gaddo reviewed the expansion plan for the Gathering Place, noting this would be one of the questions on the 2011 Resident Survey. Discussion items would also include the rental of the facility versus no cost use, alcohol for events at the facility, and upcoming fee change recommendations.

Gaddo said that, during the October 5 workshop, staff presented cost estimates and options for funding the expansion of the facility. Council had requested more information on several issues, which staff had obtained. Gaddo said the cost of moveable partitions instead of a soundproof wall in the large meeting area were significant. Construction costs for a standard wall were estimated at \$1,694, a soundproof wall at \$4,356, and moveable partitions at \$21,780. The cost of adding a basement to the new portion of the structure would increase construction costs by \$181,500 to add 3,750 square feet. Eliminating the rear deck extension would save \$53,845, and eliminating the furnishings, fixtures, and equipment would save an estimated \$45,000. With the changes proposed, the final cost would be \$752,048. Gaddo asked for Council guidance on the proposed expansion.

Imker asked if there was a way to build the basement as unfinished, and Gaddo said those prices reflected unfinished work. McMullen said it was a square footage rough estimate because no funding had been allocated for design, but there were certain things that had to be done, like providing for restrooms before the concrete was poured. Imker said what if there were no floor put in. Gaddo said a lot of the cost was the excavation. McMullen said adding a floor later would cost more once the building was enclosed and pumping the concrete was no longer an option. Imker said he saw this project as helpful to the CVB so they could reclaim the remaining space in their building. Imker correlated that to a one-time \$40 tax from the citizens (based on an average home price).

Sturbaum asked if moveable walls were more useful, and Gaddo said absolutely. Learnard asked what the ultimate goal was, a larger meeting room, more programming space, etc. Gaddo said the overall goal was more options for moving programs around. Rentals were another consideration. Werner added that there were a number of City events, like the Father Daughter

Dance, that could also be added. Fleisch clarified that the proposal would double the existing 3,700 square feet, and Gaddo said that was correct.

Sturbaum asked about the estimated time to build the project, and Gaddo said a minimum of 18 months. McMullen said that, if the results of the survey were received in late January and Council initiated design, then completing the RFP for an engineering firm, awarding the contract, and completing the design would take six to eight months and cost \$75,000 to \$80,000 (10% of the project cost).

Sturbaum asked if there would be displacement of the current users during constructions, and Gaddo said there would be an impact. Sturbaum asked staff to be looking for any possible alternatives to accommodate the construction.

Haddix said a basement would see less use than the main level because there were some users who could not go up and down the stairs. McMullen said that, if there were to be public programming downstairs, there would need to be an elevator. Borkowski clarified that the cost did not include an elevator, but did include ramp access to both levels per the Americans with Disabilities Act (ADA) requirements. McMullen said there would need to be space provided for an elevator, as had happened with City Hall even though no elevator had been added.

Imker asked about the rear deck and if the users would mind removing that portion of the expansion. Werner said the existing deck was used during nice weather, but she had not heard any feedback on the possibility of eliminating it.

Fleisch again asked about the ultimate use of the facility, and whether some of the rental uses would compete with private business, since the project would cost \$1 million plus ongoing operating and maintenance costs. Gaddo said the City was not really competing with conference centers because The Gathering Place could not compete with that level of facility. The people currently renting were nearly all Peachtree City or Fayette County residents for things like birthday parties and functions that did not usually involve renting high-end space. Gaddo said the facility was meeting a need in the community, and staff had to walk a fine line to juggle the various demands for the space.

Haddix asked for the bottom line on added space, and Gaddo said 3,750 square feet for one level, 7,500 square feet if both levels were built. McMullen said staff was seeking which cost level and which features Council favored to have a final price estimate for the survey.

Council indicated staff should present the full price, including furniture, fixtures, of \$850,000, to gauge the level of support for the project.

The next issue Gaddo presented was the rental fees versus the no-cost users of The Gathering Place. He said some existing no-cost users are asking for more no-cost use, only paying the access card fee of \$10/year (\$20/year for Out of County users). The no-cost users included card playing groups and special interest groups (garden club, veterans), who used the facility during

regular hours and on some nights or weekends. No-cost programs made up about 70% of the facility's program time. The remaining renters included instructional classes.

Gaddo then reviewed the 2010 rental history, saying 76 rentals had brought in \$14,000 in revenue, almost all from Peachtree City/Fayette County residents. Renters were now being considered a user group. Gaddo said most rentals occurred during the evenings or on weekends, and Council had already set the rental fees. Expanding the no-cost use of The Gathering Place would decrease rental opportunities and affect the fee-based instructional programs. Gaddo said staff was asking for Council guidance on where the priorities should be set for use of the facility.

Gaddo said staff's goal was to provide a balance of usage that did not give any one group a monopoly. Staff was also looking at the possibility of having the option to serve alcohol at The Gathering Place. Gaddo said state law changed the method of measuring distances after April 1, 2007, to the most direct route of travel on the ground, in a straight line from the front door of the structure from which alcohol is sold, to the front door of a church, treatment center, or retail package store or to the nearest property line of property being used for school or educational purposes. Gaddo said the distance requirement for school property was 200 yards for distilled spirits (liquor) or 100 yards for beer and/or wine.

Gaddo explained that the state's distance requirements could be exempted or modified by a local jurisdiction, and noted that the City of Fayetteville had implemented such an exception. Specifically, the relevant code section, O.C.G.A. § 3-3-21(b)(3) provided that the applicable distance requirements did not apply to "licenses for the retail sale of alcoholic beverages for consumption on the premises only who shall be subject to regulation as to distances from churches, schools, and colleges by counties and municipalities."

Gaddo said adding alcohol at The Gathering Place expanded the rental opportunities for the facility and enabled other programming options, such as culinary classes, wine-tasting events, Super Bowl parties, etc. Challenges to the proposal included on-site security and staff support during events, facility wear and tear and greater maintenance costs, and coordinating parking with other events at the complex. Staff was requesting Council guidance on whether to proceed with this initiative.

Vrana said, if Council favored this initiative, staff would ask Council to approve The Gathering Place as a Qualifying Location so the events could then obtain the permits.

Learnard asked how staff managed to maintain the balance between paying and non-paying programming. Gaddo and Werner said it was challenge. However, staff wanted clearer direction on whether the current balance was good or if staff should focus on either public use or revenue. Gaddo added that obtaining the alcohol permit would increase the rental use.

Fleisch said she was concerned about expanding a senior center to accommodate the rentals, which would be needed even more to pay for the expanded staff and maintenance. She said Council needed to decide whether The Gathering Place was an adult recreation facility or if that philosophy was going to slip away in an effort to rent out the facility.

Learnard asked what Fayetteville had adopted. Gaddo said he was unsure of the details, but they had passed something allowing alcohol in proximity to a church or school. McMullen clarified that it did not relate specifically to a city-owned facility.

Imker asked if this would be the first City structure with alcohol, and McMullen and Gaddo said the Amphitheater and Tennis Center both had alcohol. Imker felt this issue could be delayed while they assessed how the facility was operating and whether the expansion would happen.

Learnard asked if staff should continue with the same balance of rental versus non-paying programming. Imker said activities should be maximized for Peachtree City residents. Fleisch said she favored cutting back on the rentals and focusing on the other programming. Sturbaum agreed. Imker said the Leisure Services Commission should also look at the issue and report to Council. Sturbaum added that this type of allocation process had worked very well for the sports fields. Gaddo noted that certain groups were continuously trying to increase their usage and would often approach Council directly if they did not get the time they wanted. Imker said that was Council's fault, and the goal was to direct all those requests through the Leisure Services Commission.

Haddix said the question came back to fairness to the users and asked Gaddo how those allocation judgments were made. Gaddo said staff has been addressing requests day by day, trying to maintain the current balance. However, the volume and demand had increased so much that they needed direction to set overall limits on types of uses. Gaddo said going with the model achieved for field allocation might work best. Haddix said he saw two user types – Peachtree City users and non-Peachtree City users. The second issue was the cost to City residents, whether or not they used the facility. He asked if what field users paid for sports team participation, and asked if the costs were comparable.

Gaddo noted that The Gathering Place had some groups that were heavily out-of-county users, but others that were almost all City residents. Learnard asked, six years down the road when the problem was solved, how would have been it solved – by adding rooms elsewhere, expanding the facility, or if the same problem would exist.

McMullen said the criteria needed to be established for free versus paid usage. Gaddo summarized that Council wanted to keep the Peachtree City and Fayette County usage paramount, and Council agreed.

Fleisch said she was concerned about the out-of-county usage in light of the expansion, and felt specific criteria needed to be drafted to emphasize the local usage. She did not feel alcohol was necessary.

Sturbaum said he would like to see the Leisure Services Commission develop an allocation model, and he asked for a revenue generation estimate versus operational maintenance cost offset.

Haddix agreed the prioritization had to favor Peachtree City residents and felt the 70/30 ratio of free versus paid usage seemed to be working well and favoring the residents. He felt having the alcohol as an option would also benefit local groups.

Learnard asked if alcohol was a moot point if the prioritization was completed. Gaddo said possibly not under the specifications given, and Haddix clarified he wanted to provide the local groups with the ability to have fundraisers.

Werner clarified an issue on out-of-county use. The bridge program provided a high level of competition, which the citizens wanted, but that level attracted the out-of-county high-skills bridge players. She asked Council if they wanted the balanced programming or a goal of 100% local programming. Gaddo said the allocation process would help to address that, and that information would come back to Council for final approval.

Learnard asked if there were models available in other Georgia cities, and Werner said they were trying to follow the balance of programming recommended by the Georgia Recreation & Parks Association.

Gaddo then addressed some additional fees staff was considering. Those included the use of equipment when renting facilities or meeting rooms, and the final fees would be brought back to Council for final approval.

Capital Projects Funding Options

McMullen and Salvatore reviewed the financing options for the following list of proposed capital projects:

<u>Project Description</u>	<u>Estimated Cost</u>
Baseball Soccer Complex Traffic Light	\$ 157,000
Kedron Aquatic Bubble Replacement	\$ 250,000
54 West Landscaping Enhancement	\$ 248,786
Reseal Library Exterior	\$ 35,000
Resurface Small Kedron Pool	\$ 32,000
Resurface Large Kedron Pool	\$ 50,000
Three-Ponds Dredging	\$ 200,000
Lake Peachtree North Dredging	\$ 800,000
Gathering Place Expansion	\$ 750,000
Cast House Roofs/Gutters (The Fred)	\$ 9,200
Pavillion/Concession Roof/Gutters (The Fred)	\$ 22,600
Stage Area Roof (The Fred)	\$ 10,700
Path System Expansion - Paths	\$4,000,000
Path System Expansion - Bridges	\$6,000,000
Railroad Quiet Zone	\$ 320,000

Salvatore said every project could go out for a General Obligation Bond referendum, which was appropriate for discretionary or recreational facilities. A facilities bond, which did not require voter approval, was for essential project repairs and maintenance.

McMullen said that Council had asked in the last workshop for a recommendation on which projects should go on the citizen survey. Due to the variety of funding options for the maintenance, repair, and safety projects, staff was only recommending that The Gathering Place be put on the survey. Salvatore pointed out that the annual debt service for that project would be about \$80,000/year for 15 years, which worked out to .04 mils (\$3.40 per \$100,000 of market value for the 15-year period).

Fleisch asked how often Lake Peachtree needed to be dredged. McMullen clarified the cost was only for the lagoon north of Highway 54, which had never been dredged to his knowledge. The remainder of the lake was the County's responsibility. There were funds now to assess whether and how fast the lagoon was silting, and that would give a better idea of the scope of the dredging project.

Salvatore said the items would come up in the budget process as part of the five-year plan. The biggest question marks were the path system expansion.

Council agreed only to include The Gathering Place on the survey.

2011 Resident Survey

Tyler reviewed proposed language for several questions on the 2011 resident survey to assess citizen satisfaction with the landscaping and mowing outsourcing. Learnard said that topic was a priority, and Imker suggested modifying the questions to provide public input on specific dollar amounts to regain specific levels of service. Fleisch also suggested including language to gather citizen input on replanting lost vegetation on major roadways because, even if the City reinstated 100% of the landscaping and mowing, they were still not doing some of the things that used to be done.

Learnard suggested renumbering the questions and said she was hoping for a better understanding of the citizens' satisfaction level, along with their ranking of importance.

McMullen and Caspar cautioned that survey takers might not see mowed or landscaped areas immediately after completion, so evaluations of the performance would not give a true picture. The consensus was to remove the dollar amounts listed.

Haddix said he thought there would be a question addressing the replacement of the Kedron bubble. Learnard and Fleisch said that was a facility maintenance issue and should not be a question. Imker and Sturbaum supported asking the residents for feedback on the Kedron bubble.

McMullen noted that the City had only conducted the survey for the past two years and cautioned about significant changes to the questions eliminating the baseline that had been built

with the past two surveys. Council consensus was to keep the questions as similar as possible to those asked in previous years. McMullen said staff would modify the questions based on the feedback received that evening.

County Proposal to Pave Sims Road

Borkowski said in the 1980s and 1990s, the City's master plan for the northwest quadrant included a collector road from SR 54 East north to Sims Road and then Dogwood Trail. In 1991, the Planning Commission and Council considered the road a vital part of the transportation plan. Later plans better defined the road and called it the Northeast Collector. To date, only a small segment of Astoria Lane had been constructed, and a large piece of land remained undeveloped.

McMullen said the County was prioritizing the unpaved roads they were planning to pave and asked if the City wanted the County to connect Sims Road to Astoria Lane. Sims was currently paved up to the City limits. The County said the connection would increase the number of people served for the project. A resident noted that there was only about a 200-foot section of gravel.

Haddix pointed out this could impact future zoning requests. Rast and McMullen confirmed that the remaining 100+ acres of undeveloped land was planned for the same density as Smokerise. The resident asked how far in the future the rest of the road would be built, and McMullen said that was up to the developer who owned the land. The resident asked why the City would look at paving a road when the connection was so far in the future.

McMullen said there were two philosophies – one, that the extension would become a cut-through to Peachtree Parkway from Tyrone, with no benefit to the residents. The other philosophy was that it would provide a second exit from Kedron Hills to SR 74.

Another resident said she had become involved in this issue three years previously when Smokerise and Stoney Brook students were moved from Booth to Bennett's Mill Middle School. The school bus crossed Gin Branch Creek on a gravel road with no guardrails. That had been the residents' major objection to changing to Bennett's Mill. Connecting and paving Sims Rd. would offer a safer route for the children going to school and save 15 to 20 minutes over taking Peachtree Parkway to Walt Banks or taking SR 74 to Dogwood Trail. The connection would also eliminate some of the left turns onto the Parkway during high traffic periods.

Haddix said the City had discussed the issue a couple of years prior and asked what, if anything, had changed. Fleisch mentioned the school boundaries. McMullen added that the change was the County's effort to rank their unpaved roads and making this connection. McMullen asked if the Council supported the request. Haddix said it was a complicated question.

McMullen suggested asking the Kedron Hills Homeowner Association (HOA) for an official position based on a poll of all the residents. Council agreed. Imker asked if there was a desire to pave Crabapple Lane instead. File said no, that would be more of a cut-through because it was much closer to Peachtree Parkway. McMullen said one of the reasons Crabapple was used now

was because it provided faster access to Dogwood Trail. McMullen said the Fire Department used that route on EMS calls because it was so much faster, and that was one factor supporting another paved route to Dogwood.

McMullen said he would contact the County Administrator for their deadline in receiving a response, and the secretary of the Kedron Hills HOA, who was in the audience, said they would put it on the annual meeting agenda in mid December.

Imker said the HOA poll was not the defining element in his mind, and he would evaluate the project on all its merits and drawbacks.

Transportation Project Process

Borkowski explained the process for a project being included in local County Transportation Plan (CTP) and the Atlanta Regional Commission (ARC) Transportation Improvement Program (TIP). The County called for projects for the CTP – any and all projects, solicited through workshops and meetings. Then the public was involved to solicit feedback on the goals, objectives, and priorities of the plan. The plan was updated through this process every five years.

Phil Mallon with Fayette County Public Works was in attendance and said the current draft plan was up for adoption in the next few weeks. The draft plan included an annual update and the intent was to invite the cities to participate each year.

Borkowski continued that, once the goals and criteria were developed from the public involvement, projects were selected for recommendation. The list was refined by the County's consultant through transportation modeling to achieve the final CTP. Imker clarified that the consultant was hired by the County to walk the County through the process, and Mallon confirmed this.

The final CTP would be adopted by the Board of Commissioners. Mallon added that the Board had asked for the plan to be brought to each of the cities for approval in concept of the major recommendations before the Board considered the plan for final approval. Borkowski noted the item would be on the next Council agenda.

Imker asked the source of the funding that set the ceiling on projects in the CTP. Borkowski explained the CTP did not allocate funding. The plan listed a project, gave its priority, and indicated what, if any, funding was designated for the project. Imker asked what set the price cap for a single project or group of projects. Borkowski said funding could come from local or state sources, but the plan was not an approved budget. The funding came from approved budgets, and nothing in the plan moved forward unless it was included in a local budget. Sturbaum added that the CTP was a logistics document with estimated costs, but it was a plan versus a budget document.

McMullen said the City might submit projects from its transportation plan, which was most recently adopted in 2007. The City's plan listed projects from 0-5 years, 5-15, and long-range projects. Those projects in the 0-5 timeframe would have been in the City's budget, whether the funding was all local or the City pursued state or federal funding.

Borkowski continued that, once a project was included in the CTP, there would be three reasons to include it in the TIP – if federal funding was sought for the project, if the project affected air quality, or if the project were already federally funded. If a project fell into one of those categories, then ARC would include it in their database, evaluate the project based on a variety of factors, and come up with a preliminary recommendation. The recommendation was reviewed and commented on by stakeholder agencies, then ARC made a final recommendation.

McMullen gave an example of the recent call for federal Transportation Enhancement (TE) grant projects. Staff brought the SR 54 West Landscaping project to Council to authorize applying. The TE grant imposed a requirement for the City to provide 20% of the funding, so if that grant would be awarded, then the project would go into the TIP.

Imker asked if that project was included in the last City transportation plan that went to the County CTP. Rast said no because landscaping projects were not included in the CTP, but the Georgia Department of Transportation (DOT) administered federal TE grants, so they would be listed under the DOT in the TIP.

Imker asked if the Sims Road paving and the Northeast Connector were involved in the CTP/TIP process. McMullen said the Northwest Connector was in the City's transportation plan and should be in the CTP as a developer-funded project. Imker asked about the recent path connection ranking system, as well as needed roads, and asked why those projects had not been forwarded to the County. McMullen said the new path projects were sent to the County for inclusion.

Haddix asked, if a Transportation Special Purpose Local Option Sales Tax (TSPLOST) was approved for the regional transportation projects, would that change this process. Mallon said he believed the TSPLOST would be a secondary funding source, but the existing funding sources would remain. Haddix clarified that, because of the new criteria for approval of projects, there would be projects in the plan that would not qualify. He said he couldn't see the agencies following two different criteria. Mallon said his understanding was that the criteria for projects to be eligible were going to be very similar.

Haddix used some of the path projects as examples, saying they would go into the TSPLOST process for the DOT to decide if they met the criteria. Borkowski said he had not seen anything yet on how they were going to process those requests. Haddix said the criteria were being developed now, and DOT and Georgia Regional Transportation Authority would make the decision and ranking on all the submitted projects. McMullen said he understood that there was a distinction between projects on the normal TIP list and those on the TSPLOST list, and he said nothing had come out about how those funding mechanisms would be integrated. Haddix said it was a big concern, and Borkowski said the local discretionary share was also a concern.

Tree Removal Permits

Rast reviewed the history of tree removal permits. In 2004, there were several workshops on the ordinance. The ordinance currently required a permit for any tree over three inches in diameter on residential property, and required registration for tree companies. At the time, there had been several tree companies coming in with inadequate insurance and no occupational tax certificate. Several had not finished tree removal projects and had left the homeowners with a big problem. There had also been problems with logging companies coming in and clearing whole neighborhoods but leaving the unwanted logs on the properties and causing property damage.

The ordinance required a permit to remove trees but did not really allow staff to deny the tree removal. Rast reported that 43,000 trees had come down over the past seven years, even with the permit process. McMullen noted that amounted to an average of five permits per day. Once received, the permit information was entered into database, then a staff member went to the property to make sure what was on the application reflected what was marked for removal. If the application matched the site, the permit was approved and the staff member came back to the office to enter the approval.

Rast said staff could only deny a permit if the tree was a specimen or protected tree. If the permit was denied, the homeowner was required to get a letter from an arborist, but those universally stated that the tree in question might or might not be diseased or dangerous and should come down.

McMullen said the other side of the coin was the inability to track trees that were planted. He said he personally took down several sweet gums when he landscaped his property, but put in maples and cypress to replace them.

Rast then reviewed the permit and enforcement process, saying the ordinance assigned tree removal permits to the City Planner or his designee. When Rast had been appointed Interim Developmental Services Director, he assigned the process to the Code Enforcement Officers, which had since been reclassified as Municipal Code Officers and reassigned to Police Department. While one Municipal Code Officer was on extended medical leave, permits were reassigned to the Building Inspector, who was training under the Development Inspector as part of the outsourcing process. When the Municipal Code Officer returned to work, the Development Inspector retired, the Building Inspector was reassigned as the Development Inspector, and tree removals were reassigned to the Municipal Code Officers.

At this point, the process was using a great deal of staff time, taking the Municipal Code Officers away from their other duties, with no real enforcement ability and no preservation of trees. Rast presented several options that had been discussed over the years:

- Do nothing – leave “as is,”
- Establish education program for residents explaining benefits of trees,
- Establish limits as to the number of trees that can be removed in a calendar year, and
- Establish tree removal permit fees as a part of the application process.

Staff was bringing forward several additional options and requesting guidance from Council:

- Require permits only for trees six inches in caliper or greater.
- Require permits for protected or specimen trees (as defined in the ordinance) only.
- Require permit fee and/ or replacement for removal of specimen and protected trees.
- Do not require permits at all.
- Require owners and/ or tree removal companies to identify species of trees being removed on application.
- Require drawing showing location of where trees are located.
- Consult with City Attorney to determine whether the City would assume liability if staff denied a tree removal permit and the tree then fell onto personal property.
- Establish minimum density requirements for tree cover on residential lots.

Sturbaum asked if there was a way to judge how changing the caliper trigger would affect the permit volume. Rast was unsure because the City's permits did not specify tree size. He added that some jurisdictions only required the number of trees on permits, while others required species and size.

Fleisch asked if the City's building inspections contractor, Safebuilt, could handle the minimum tree density inspections as part of the building permit process. McMullen noted there would not be many more new residential building permits, and no existing fee for the permits meant they would not take on the program.

Rast also noted that the tree removal permits were specifically for trees people wanted to take out of their existing yards – the figures did not include trees removed as part of land disturbance, whether new construction or if someone added a pool or driveway.

Haddix said Peachtree City was a green community and the City needed to do something to protect trees. He liked the minimum density idea, but felt there needed to be some sort of bite to the ordinance. He asked about having a tree board, and Rast said that was possible, but the issue of liability still came into play.

McMullen said when staff had recommended a \$25 tree removal permit fee or limiting the number of trees removed per year, there had been two very vocal factions those who wanted to protect trees at all costs, and those who want to protect personal property rights. Previous Councils opted to continue requiring the permits but did not provide any enforcement ability.

Haddix asked, if there was no fee and no bite, then what was the point of the law. Learnard asked about the purpose of the ordinance. Clark said the focus was the specimen trees, which might involve 10% of the current permits. He also noted that, in some cases, the officers had cited people for removing trees with no permit, but there had been no fine imposed in court. Fleisch said her concern was the counting of trees being cut versus any real conservation of trees.

Rast said the major benefit of the current ordinance had been the requirement for tree removal companies to register and be approved.

Imker said the current process was a waste of time. He said, if they put a fee structure in place, they also needed to make sure the judge could impose fines. Sturbaum agreed this was a conservation issue and felt they needed to add teeth to the current ordinance and cover the associated costs.

Learnard asked about having this issue on the survey and added to the agenda for discussion at Retreat. Staff felt that would be too great of a delay in reaching some type of decision. Rast said he would be attending the Georgia Urban Forestry Council conference the following week and would ask for input. He said Atlanta had one of the most stringent tree removal ordinances, but liability was still an issue.

Learnard said, since the issue had been so polarizing, adding something to the survey could help gauge public sentiment. McMullen said the public had really expressed the opposing sentiments, and now staff was asking for direction from Council.

Rast said he was a landscape architect, but not an arborist, noting that even when he was going out on the permit inspections, the issue had been the paperwork. McMullen said they needed to pull together the overall goals and objectives, and then write an ordinance to reach them. Council consensus was to strengthen the ordinance.

The meeting adjourned at 9:48 p.m.

Betsy Tyler, City Clerk

Don Haddix, Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Bernard J. McMullen, City Manager 

FROM: Paul J. Salvatore, Financial Services Director
Janet I. Camburn, Assistant Finance Director 

DATE: November 21, 2010

SUBJECT: Budget Amendments – Fiscal Year 2011

December 2, 2010 City Council Consent Agenda

Recommendation:

It is Staff's recommendation that City Council approve the attached budget amendments to amend the 2011 budget resolution.

Discussion:

Attached please find budget amendments 11-001 through 11-004 for fiscal year 2011 submitted for your approval. Budget amendments 11-001 through 11-003 are housekeeping in nature and reflect the September 30, 2010 balance in each of these Special Revenue Funds brought forward to fiscal year 2011. This is done annually in lieu of trying to project the Special Revenue Funds budget balances during the budget process. Budget amendment 11-004 requests the carryover of 2010 funds for rifles ordered in fiscal year 2010 but not delivered until fiscal year 2011 due to circumstances beyond the control of the Police Department.

Budget Impact:

The proposed budget amendments impact the General Fund and several Special Revenue Fund budgets. A separate reconciliation is provided for the net effect on each fund.

If you have any questions, please do not hesitate to contact either Paul Salvatore or Janet Camburn.

Thank you for your attention to this matter.

Attachments

JIC/BUDGET AMENDMENTS – FY 11 – 12/2/2010

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 11-001

DATE December 2, 2010

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
200-00-389025	Surplus Carryover	8,991	
200-1310-521200	Professional Services - Hist. Marker	6,150	
200-6220-531175	Operating Supplies	2,716	
200-6220-531175	Operating Supplies - Gathering Place	125	
202-0000-389025	Surplus Carryover	1,677	
202-3210-531175	Operating Supplies	1,677	
203-0000-389025	Surplus Carryover	6,887	
203-3210-531175	Operating Supplies	6,887	
204-0000-389025	Surplus Carryover	227	
204-3510-531175	Operating Supplies	227	
206-0000-389025	Surplus Carryover	4,269	
206-3210-512500	Tuition Reimbursement	4,269	
207-0000-389025	Surplus Carryover	1,233	
207-6110-531175	Operating Supplies	1,233	
208-0000-389025	Surplus Carryover	292	
208-3210-531175	Operating Supplies	292	
209-0000-389025	Surplus Carryover	2,649	
209-3120-531175	Operating Supplies	2,649	
210-0000-389025	Surplus Carryover	3,517	
210-3210-51175	Operating Supplies	3,517	
211-0000-389025	Surplus Carryover	1,597	
211-3210-53700	Education & Training	1,597	

To establish 2011 budget for unbudgeted Special Revenue Funds based on 9/30/2010 fund balances.

CITY OF PEACHTREE CITY**BUDGET AMENDMENT****NUMBER** 11-002**DATE** December 2, 2010

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
212-0000-389025	Surplus Carryover	49,262	
212-3210-521300	Technical Services	24,631	
212-3210-51175	Operating Supplies	24,631	
231-0000-389025	Surplus Carryover	3,512	
231-6129-541200	Site Improvements	3,512	
232-0000-389025	Surplus Carryover	8,693	
232-6129-541200	Site Improvements	8,693	
233-0000-389025	Surplus Carryover	2,774	
233-6129-541200	Site Improvements	2,774	
234-0000-389025	Surplus Carryover	10,194	
234-61291200	Site Improvements	10,194	
235-0000-389025	Surplus Carryover	567	
225-6129-541200	Site Improvements	567	
236-0000-389025	Surplus Carryover	1,872	
236-6129-541200	Site Improvements	1,872	
237-0000-389025	Surplus Carryover	4,476	
237-6129-51200	Site Improvements	4,476	
238-0000-389025	Surplus Carryover	1,868	
238-6129-541200	Site Improvements	1,868	
239-0000-389025	Surplus Carryover	31,848	
239-61291200	Site Improvements	31,848	
240-0000-389025	Surplus Carryover	71	
240-6129-541200	Site Improvements	71	

To establish 2011 budget for unbudgeted Special Revenue Funds based on 9/30/2010 fund balances.

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 11-003

DATE December 2, 2010

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
243-0000-389025	Surplus Carryover	432	
243-6129-51200	Site Improvements	432	

To establish 2011 budget for unbudgeted Special Revenue Funds based on 9/30/2010 fund balances.

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 11-004

DATE December 2, 2010

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
100-3210-531650	Small Tools & Equipment - PD	5,445	
100-0000-389025	Surplus Carryover	5,445	

To carryover 2010 budget for items ordered against 2010 funds but not delivered until FY 2011 due to circumstances beyond the control of the Police Department.

CITY OF PEACHTREE CITY

BUDGET AMENDMENTS - FISCAL YEAR 2011

December 2, 2010

General Fund	Increase both revenues and expenditures by \$5,445
Neighborhood Parks Fund	Increase both revenues and expenditures by \$6,991
DARE Program Fund	Increase both revenues and expenditures by \$1,677
State Seizures Fund	Increase both revenues and expenditures by \$6,887
HAZMAT Fund	Increase both revenues and expenditures by \$227
PD Tuition Fund	Increase both revenues and expenditures by \$4,269
Youth Council Fund	Increase both revenues and expenditures by \$1,233
Fire Grant/Donation Fund	Increase both revenues and expenditures by \$292
CERT Grant/Donation Fund	Increase both revenues and expenditures by \$2,649
Police Donation Fund	Increase both revenues and expenditures by \$3,517
Explorer Troop Fund	Increase both revenues and expenditures by \$1,597
Federal Seizures Fund	Increase both revenues and expenditures by \$49,262
Athletic Fee Funds (Combined)	Increase both revenues and expenditures by \$66,307

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager *[Signature]*
Assistant Finance Director *[Signature]*
Purchasing Agent *ABE jc*

FROM: Public Services Director *MC - Scott Dick*

DATE: November 23, 2010

SUBJECT: Catch Basin, Pipe Cleaning and Video Services for Stormwater Infrastructure
December 2, 2010, City Council Agenda

Recommendation:

Staff recommends that City Council award a one-year contract beginning January 3, 2011, through December 31, 2011, to All Pipeline T.V. Inc of Hampton, Georgia, with two (2) one-year automatic renewals, for annual Catch Basin, Pipe Cleaning and Video Services for the amount not to exceed \$60,000 annually.

Discussion:

The City's Phase II Notice of Intent (NOI) for Municipal Separate Storm Sewer Systems (MS4) has a requirement for inspection and maintenance of the City's Stormwater infrastructure. To be compliant with this state requirement, the City must conduct removal of debris, litter, and sediment. In addition to facilitating the annual requirement with the state this is an invaluable part of our stormwater system maintenance.

In order to get the best vendor and prices for these services, the City solicited proposals. The City received seven responses to this request. All proposals were first evaluated based on the following parameters to select the three most qualified vendors:

Reference	15%
Financial Standing	15 %
Equipment	10 %
Experience	10 %.

Based on the above parameters it was apparent to staff that the following three firms were the most qualified for the needs of the City based on the proposals submitted:

Page 2

Catch Basin, Pipe Cleaning and Video Services for Stormwater
December 2, 2010 Council Meeting

All Pipelines TV

AUI

Metals & Materials Engineering

Staff opened the cost proposals (accounting for 40% of the bid) of the three companies above. The cost evaluation was based on unit cost for a quantity that was established in the bid for evaluation purposes. In addition, because response time can be important in an emergency, these times were evaluated based on a required time response of two (2) hours (accounting for 10% of the bid). The overalls weighted score (out of a possible 5) were as follows:

All Pipelines TV	4.65
AUI	3.67
Metals & Materials Engineering	1.55

All Pipeline TV is the highest rated vendor for these services. As such staff recommends they be selected for this contract.

Budget Impact:

If approved by City Council, funds totaling \$60,000 will be appropriated from Stormwater Account 521-4250-52-1245.

cc: City Engineer's File

COMBINED EVALUATION SUMMARY - NO PRICE CONSIDERATION
STORMWATER COLLECTION

Company	Price Proposal (40% weight)	Emergency Response Time (10% Weight)	References (15% Weight)	Financial Stand (15% weight)	Equipment (10% Weight)	Experience (10%Weight)	Weighted Score
All Pipeline TV		3.3	5.0	4.0	4.7	5.0	2.65
AUI		1.7	5.0	3.8	5.0	4.7	2.46
Metals & Materials Engineering		2.5	5.0	4.2	4.7	4.7	2.56
Rhino Services		0.0	3.3	0.8	3.2	4.0	1.34
Sani-tech Jetvac		0.0	4.7	0.8	5.0	4.7	1.79
Southeast Pipe Survey		0.0	4.0	1.7	4.7	5.0	1.82
United Sewer Services		0.0	3.7	0.8	4.0	3.7	1.44

COMBINED EVALUATION SUMMARY - PRICE CONSIDERED

STORMWATER COLLECTION

Company	Price Proposal (40% weight)	Emergency Response Time (10% Weight)	References (15% Weight)	Financial Stand (15% weight)	Equipment (10% Weight)	Experience (10%Weight)	Weighted Score
All Pipeline TV	5.0000	3.3	5.0	4.0	4.7	5.0	4.65
AUI	3.0154	1.7	5.0	3.8	5.0	4.7	3.67
Metals & Materials Engineering	0.9179	2.5	5.0	4.2	4.7	4.7	2.93
Rhino Services		0.0	3.3	0.8	3.2	4.0	1.34
Sani-tech Jetvac		0.0	4.7	0.8	5.0	4.7	1.79
Southeast Pipe Survey		0.0	4.0	1.7	4.7	5.0	1.82
United Sewer Services		0.0	3.7	0.8	4.0	3.7	1.44

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager

FROM: Deputy City Clerk

DATE: November 19, 2010

SUBJECT: Alcohol License – NEW – Dickey's Barbecue Pit
December 2, 2010, Regular Meeting

Recommendation:

Staff recommends that Council approve the alcohol license for Dickey's Barbecue Pit.

Discussion:

Dickey's Barbecue Pit, a new restaurant located at 460 Crosstown Drive in Braelinn Village, has submitted a request for a new alcohol license. Ms. Carla Kuehl has requested she be appointed as the Licensee and License Representative.

Budgetary Impact:

The budgetary impact of the alcoholic beverage license will be positive. The applicant will be required to pay the annual fee for the consumption sale of beer and wine, which is \$1,350, and another \$500 for Sunday Sales.

Attachment

Application For Alcoholic Beverage License

Business Name: Folding Chair Enterprises INC		Business Location: 460 BraeLynn Village Suite	
Nature of Business: Dickey's Barbecue Pit		Mailing Address: 74 Riva Ridge Ln Naman	
Name of Licensee: Carla Kuehl		Home Address: 74 Riva Ridge Ln 64	
Name of License Representative: Carla Kuehl		Home Address: 74 Riva Ridge Ln 30263	
		Business Phone Number: 678-485-0859	
		Home Phone Number: 770-304-1318	
		Home Phone Number: 770-304-1318	

Please indicate type of licenses applying for:

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

Please complete information below (use separate sheet if necessary):

NAME	ADDRESS	PHONE NUMBERS
Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.	Please provide Home Addresses for the individuals listed:	Please provide Home and Business Phone Numbers for individuals listed:
Folding Chair Enterprises	74 Riva Ridge Ln 30263 Newnan	678-485-0859
Charles Kuehl	same as above	770-304-1318
Carla Kuehl	same as above	678-485-0859

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

If YES, Please Provide Name of Employee: _____

State of Georgia

City of Peachtree City

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

Carla Kuehl
74 Riva Ridge Ln.
Newnan, GA 30263

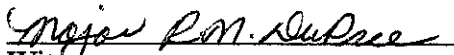
has been investigated and found not to have been convicted of, nor to have entered a plea of nolo contendere, to any felony or misdemeanor relating to the sale or use of alcoholic beverages or illegal narcotics or drugs within five (5) years prior to the date of the application for this license.



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

11/17/10

Date



Witness

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: Bernard J. McMullen, City Manager *NV for BJM*
Paul Salvatore, Financial Services Director

FROM: Nikki Vrana, Administrative Services Director *NV*

DATE: November 23, 2010

SUBJECT: Consider Amendments to Retirement Plan
December 2, 2010, City Council Meeting

Recommendation:

Staff recommends that Council approve the housekeeping amendments to the City's Defined Benefit Pension Plan as presented reflecting IRS supplied language to comply with regulatory changes.

Discussion:

The City's retirement plan is reviewed on a periodic basis by the City's Actuary to ensure compliance with mandated regulations. The City's Actuary has made changes to Article VIII, Distribution and Rollover Rules, Article IX; Limitations on Benefits to comply with regulatory changes. No changes regarding benefits have been made.

More detailed discussion regarding the City's retirement plans are scheduled for City Council Retreat.

Budget Impact:

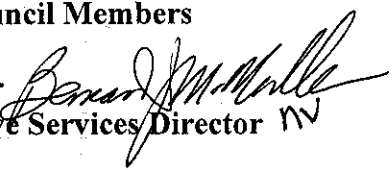
No budgetary impact.

Attachment

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 
Administrative Services Director NV
Police Chief

FROM: Public Information Officer/City Clerk 

DATE: November 23, 2010

SUBJECT: Discuss & Consider Ordinance Amendment, ban on registering new gasoline-powered golf carts
December 2, 2010, City Council Meeting

Recommendation:

That Council discuss and consider the attached ordinance addressing gasoline-powered golf carts.

Discussion:

In early July, Council requested that staff prepare an ordinance amendment that would ban the registration of gasoline golf carts in the future and would grandfather the gasoline carts already registered for a period of ten years.

Council asked for amendments at the August 5 meeting, and the City Attorney has attempted to incorporate those into the revised document, attached. The ordinance in its current format:

- Prohibits the registration of gasoline powered golf carts purchased after a date in 2011 to be determined by Council;
- Allows the transfer of gasoline carts already registered;
- Exempts authorized maintenance, inspection, and safety vehicles operated by governmental agencies;
- Exempts carts on the local golf courses;
- Waives the requirement for certain Tourism events, such as the 4th of July, when the general registration requirements for all carts is waived;
- Eliminates all gasoline carts from Peachtree City's paths and streets as a date in 2021 to be set by Council;

Additional language added since August 5:

- Exempts disabled drivers with a valid disabled parking permit; and
- Authorizes golf cart dealers renting gasoline carts to obtain new decals as they replace their rental fleet during the next 10 years;

Staff Concerns:

Staff has several concerns about the administration and enforcement of the proposed amendments:

- State law prohibits any inspection relating to the registration of carts, making it impossible to verify whether a person registering a new cart has an electric or gasoline powered cart.
- Similarly, the Police Department has no way to verify whether a gasoline-powered cart with a valid decal was registered before or after the ban went into effect.
- Staff's ability to verify the ongoing validity of disabled permits is also very restricted due to staffing levels at City Hall.
- Finally, the amendment may not address the citizen complaints about gasoline-powered carts, which usually follow the 4th of July holidays when dealers rent a high volume of carts. Peachtree City exempts any registration requirements during the holiday, and the amendment exempts rental carts, meaning that the most common cause of complaints will still be authorized under the amended ordinance.

Budget Impact:

The ordinance as proposed should not have a direct budgetary impact, but enforcement and administration issues that require additional staffing would incur additional costs.

AN ORDINANCE TO AMEND THE TRAFFIC ORDINANCE OF THE CITY OF PEACHTREE CITY, GEORGIA, AS AMENDED, SO AS TO PROHIBIT FUTURE REGISTRATION OF GASOLINE POWERED GOLF CARTS; TO PROVIDE FOR AUTHORIZED USERS OF THE PEACHTREE CITY PATH SYSTEM; TO PROVIDE FOR PROHIBITED USES; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

Section 1. Article III, Section 78-92, of the Peachtree City Traffic Ordinance, as amended, be further amended as follows:

Sec. 78-92. Registration/transfer requirements.

- (a) *Motorized carts.* It shall be the duty of every owner of an electric or gasoline-powered motorized cart that is operated over the recreation paths and streets and those areas accessible by the public to register the cart with the city within ten business days of the date of purchase. Two numerical decals shall be issued upon registration; and a record of each motorized cart number, along with the name and address of the owner, shall be maintained by the city clerk's office. The decals must be affixed to the sides of the cart in such a manner as to be fully visible at all times. The failure to have a current registration decal on a motorized cart shall be a violation of this section and subject the owner of such cart to the penalties set forth in section 1-11.
- (1) *Resident fee.* The registration fee for motorized carts owned by city residents shall be \$12.00, and the registration shall be effective until the next regular registration period. Registration periods shall occur every five years, beginning in 2006.
- (2) *Non-resident fee.* In addition to the initial \$12.00 fee for the registration and decal, an annual registration/user fee of \$60.00 shall be charged to nonresidents of the city. The nonresident fee is due by January 31 each year until such time as the cart is sold or otherwise disposed of. This nonresident registration/user fee shall be prorated for carts purchased after January 31 of the first calendar year of ownership, unless the nonresident had previously paid the registration/user fee the same calendar year, in which case the \$12.00 registration fee would be required to register and obtain decals for the new cart.
- (3) *Registration deadline.* If the cart is not registered within ten business days of purchase, a \$20.00 penalty will be applied in addition to the registration fee; and the cart shall be considered an unregistered cart after the ten business-day period.

- (4) *Transfers.* Upon occurrence of a sale of the cart to another person who shall operate the cart over the recreation paths and streets of the city, the registration must be transferred to the new owner within ten business days of the change in ownership at a cost of \$5.00, and if the new owner is not a city resident, the nonresident registration/user fee for the balance of the year shall be due from the new owner. If the registration is not transferred within ten business days, a \$20.00 penalty will be applied in addition to the \$5.00 transfer charge; and the cart shall be considered an unregistered cart after the ten business-day period. Dealers acquiring a registered cart exclusively for resale (non-rental) shall not be required to pay the transfer charge, but shall notify the city of the transfer within ten business days of receiving the cart, and of the ultimate disposition of the cart within ten business days of sale.
- (5) *Special tourism events.* Council may, at its discretion, waive registration requirements for special events of a limited duration to which out-of-city residents may bring carts as participants.

(b) *Gasoline carts.*

- (1) Every gasoline powered motorized cart shall at all times be equipped with an exhaust system in good working order and in constant operation, meeting the following specifications:
- a. The exhaust system shall include the piping leading from the flange of the exhaust manifold to and including the muffler and exhaust pipes or include any and all parts specified by the manufacturer.
 - b. The exhaust system and its elements shall be securely fastened, including the consideration of missing or broken brackets or hangers.
 - c. The engine and powered mechanism of every cart shall be so equipped, adjusted and tuned as to prevent the escape of excessive smoke or fumes.
- (2) It shall be unlawful for the owner of any gasoline powered motorized cart to operate or permit the operation of such cart on which any device controlling or abating atmospheric emissions, which is placed on a cart by the manufacturer, to render the device unserviceable by removal, alteration or which interferes with its operation.
- (3) Except as provided herein, no gasoline powered motorized carts purchased after (DATE REQUIRED), 2011, shall be registered or authorized for use on the paths or public roadways of Peachtree City. Gasoline powered carts registered prior to this date shall continue to be permitted to remain registered and use the paths and roadways as authorized in this section. Lawfully registered gasoline powered carts may be transferred to another owner and remain registered so long as no lapse in registration occurs.
- (a) This requirement shall not apply to authorized maintenance, inspection, or safety vehicles operated by the City of Peachtree City

or other governmental agencies.

(b) This requirement shall not apply to gasoline powered carts owned by an owner or operator of a golf course within the City for use on their private property or when crossing public streets or paths is required to access that property.

(c) This requirement shall not apply to those persons who are disabled and possess a permit for disabled parking from the State of Georgia for the time period that such person possesses such disabled parking permit.

(d) Special tourism events. Council may, at its discretion, waive the gasoline-powered cart restriction for special events of a limited duration to which out-of-city residents may bring carts as participants.

Gasoline-powered cart restrictions will be waived annually for a five-day period beginning July 2 and ending July 6 for the annual 4th of July activities.

(e) Businesses which lease or rent golf cart for use in the City may continue to use and register gas-powered golf carts to be used within the City until the date referenced in Section 78-92(b)(3)(f); provided, however, that such gas powered carts may only be used by such businesses for rental purposes and may not be sold for use in the City.

Deleted: only

(f) Effective (DATE REQUIRED) ,2021, the use of gasoline powered motorized carts on city paths and roadways shall be prohibited.

Section 2. Article III, Section 78-94, of the Peachtree City Traffic Ordinance, as amended, be further amended as follows:

Sec. 78-94. Recreation path users--Authorized.

Authorized users of asphalt recreation paths and sidewalks are as follows:

- (1) Pedestrians;
- (2) Nonmotorized vehicles;
- (3) Roller skates, roller blades and skateboarders (daylight only);
- (4) Registered electric-powered golf carts;
- (5) Registered gasoline-powered golf carts purchased and lawfully registered prior to (DATE REQUIRED) , 2011;
- (6) Emergency and authorized maintenance vehicles;

- (7) Bicycles, traditional and electric (as defined in section 78-91);
- (8) Electric and conventional wheelchairs; and
- (9) Electric vehicles designed to carry one person at a speed not to exceed 20 miles per hour except as prohibited in section 78-95.
- (10) LSMV provided that the vehicle is operated only in a mode or other restriction which does not allow the vehicle to exceed 20 miles per hour.

Section 3. Article III, Section 78-95, of the Peachtree City Traffic Ordinance, as amended, be further amended as follows:

Sec. 78-95. Same--Prohibited uses.

Prohibited uses of recreation paths are as follows:

- (1) Automobiles and trucks (except authorized maintenance vehicles);
- (2) Motorcycles;
- (3) Street and trail motorized bikes or vehicles (not to include electric bicycles);
- (4) Minibikes and mopeds;
- (5) Horses;
- (6) Go-carts;
- (7) Un-registered electric-powered golf carts or motorized carts;
- (8) Un-registered gasoline-powered golf carts or motorized carts or gasoline-powered carts purchased after (DATE REQUIRED) _____, 2011, except as permitted in section 78-92;
- (9) Electric or gasoline powered scooters;
- (10) Motorized play vehicles;
- (11) Un-registered LSMVs; and
- (12) Except as permitted in section 78-94, any vehicle designed by the manufacturer to be able to travel at speeds in excess of 20 miles per hour under its own power on a flat surface.
- (13) Gasoline-powered motorized carts after (DATE REQUIRED) _____, 2021..

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

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

Section 6. This ordinance shall be in full force and effect upon its official adoption by the City Council.

This _____ day of _____ 2010.

Don Haddix, Mayor

Attest:

City Clerk

To:

Mayor Don Haddix and the City Council of Peachtree City

From:

David Marin
President,



Dear Mr. Mayor and Council Members,

I am writing this letter in an attempt to provide you with more information about the impact of the proposed ordinance banning gas golf carts would have on golf cart businesses, residents and the city's economy in general.

I have been in the golf cart business for 4 ½ years and have learned that the vast majority of the residents of Peachtree City only want to drive electric carts. Customers usually comment on the sound and smell of a gas cart as the reasons they prefer electric. Less than 5% of the golf carts I sell locally are gas powered. I have also come to recognize that for most people a golf cart is a luxury item that is not essential to their ability to live independently but mostly enhances the fun family lifestyle that we are so fortunate to be able to enjoy in Peachtree City. The limitations on range and refueling of electric carts are inconveniences that can easily be overcome by jumping in our automobiles if the golf cart batteries are dead.

My concern is for the 5% of golf cart owners that choose gas. The residents that purchase gas golf carts from me usually have a specific reason for making that choice. One reason is simply the lack of funds to buy a car. The individual needs reliable transportation to and from a job and cannot take the chance of the batteries running out of charge and being without transportation for up to 16 hours. The lack of reliable long range transportation for this individual could impact their ability to work.

Many of my gas golf cart customers have physical challenges that prevent them from driving an automobile. Their independent lifestyle relies heavily on their ability to transport themselves to jobs, shopping, and all of the other activities that are spread across our town. Again, they cannot tolerate the limitations on range and refueling that a recreational golf cart user can.

I often have individuals come into my store that are from surrounding communities. They tell me that they have a parent or parents that are not local and that they feel should not be driving anymore. They have heard of Peachtree City and our golf carts and thought this would be a great place for their elderly parents to move to and be able to live with the freedom to drive themselves and remain independent. This is a benefit that few communities in the country can offer. The limited range of an electric cart would limit their independence.

Lastly, our rental fleet is 90% gas golf carts. We get many out of town visitors that are here on business, looking for homes, and some that just bring their families from the surrounding areas to experience our cart paths and parks. These visitors shop here, visit our restaurants and even purchase homes. Maintaining an all electric rental fleet that could accommodate these visitors would not be possible. The city and our local businesses could miss out on the revenue opportunities these visitors represent.

There are also a couple of misconceptions about gas golf carts. After the First council meeting addressing this issue, I read that electric carts are safer because they are not as fast as gas carts. That is incorrect. Gas carts have more torque for better hill climbing, but an electric cart is almost always faster and is much easier to speed up than a gas one.

The environmental impact is also quickly becoming a non issue as the EPA applies ever stricter regulations on the emissions of all gas powered vehicles including golf carts.

I hope that my input helps all of you make a well informed decision when this issue comes before you again. If I can be of any assistance in any other way, please do not hesitate to contact me at 770-631-2950.

Respectfully,

David Marin

President



CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager *NV BCBM*
Community Development Director

FROM: City Engineer

DATE: November 23, 2010

SUBJECT: Resolution for Support of 2010 Comprehensive Transportation Plan
December 2, 2010, City Council Meeting

A resolution was presented at the November 18, 2010, City Council Meeting stating support of Fayette County's Comprehensive Transportation Plan (CTP). Council continued the item to the December 2 meeting in order to provide the County time to update the document with comments that were received through the public input process, as well as additions, deletions, and comments provided by the City.

The County will provide an updated copy of the CTP to the City on Monday, November 29, 2010. A workshop has been scheduled for 5:00 p.m. on November 30, 2010, for Council to review and discuss the updated CTP and the wording of the resolution of support. The revised resolution will be provided to Council on Wednesday, December 1, prior to December 2 meeting.

Attachment – DRAFT Resolution in Support of Comprehensive Transportation Plan

**RESOLUTION OF THE CITY OF PEACHTREE CITY
TO SUPPORT THE 2010 FAYETTE COUNTY COMPREHENSIVE TRANSPORTATION PLAN**

- WHEREAS,** Transportation systems affect the entire County through the quality of life for the citizens and the economic growth and development within the County; and
- WHEREAS,** Effective transportation systems provide for orderly growth and development throughout the County; and
- WHEREAS,** Fayette County initiated the Comprehensive Transportation Plan in October of 2008, working together with the local municipalities to address the transportation needs in Fayette County with a unified transportation plan that is safe and effective and that protects both human and natural environments, and
- WHEREAS,** The Comprehensive Transportation Plan identifies transportation improvement priorities and recommendations for the County and municipalities, allowing the various jurisdictions to compete more effectively at the Regional level for limited transportation funding, thereby maximizing the tax dollars of all Fayette County citizens; and
- WHEREAS,** The Comprehensive Transportation Plan reflects a lack of support and does not include recommendations for public transit infrastructure projects or for scheduled, or fixed-route transit service; and
- WHEREAS,** The Fayette County Board of Commissioners has requested support of the Comprehensive Transportation Plan from the Municipalities of Brooks, Fayetteville, Peachtree City, Tyrone, and Woolsey, along with the Fayette County Board of Education.

NOW, THEREFORE, BE IT RESOLVED, that we, the Mayor and Council of the City of Peachtree City, Georgia, support the 2010 Comprehensive Transportation Plan and its priorities for Peachtree City and recommendations as the County's base document for transportation planning.

Passed this _____ day of _____, 2010

Mayor

ATTEST: _____
City Clerk

2010 City Event Calendar

	<u>November</u>	<u>December</u>
	11/25 & 26 – Thanksgiving Holiday, City Offices Closed	12/2 – City Council Meeting, 7 pm 12/4 – Hometown Holiday @ The Fred, City Hall Plaza 12/5 – Pearl Harbor Remembrance – Falcon Field, 11:00 am 12/7 – Council Workshop (Tentative), 6:30 12/16 – City Council Meeting, 7 pm 12/23 & 24 – Christmas Holiday, City Offices Closed 12/31 – New Year's Holiday, City Offices Closed

2011 City Event Calendar

<u>January</u>	<u>February</u>	<u>March</u>
1/4 – Council Workshop (Tentative), 6:30 1/6 – City Council Meeting, 7 pm 1/17 – MLK Day, City Offices Closed 1/20 – City Council Meeting, 7 pm	2/1 – Council Workshop (Tentative), 6:30 2/3 – City Council Meeting, 7 pm 2/17 – City Council Meeting, 7 pm	3/1 – Council Workshop (Tentative), 6:30 3/3 – City Council Meeting, 7 pm 3/17 – City Council Meeting, 7 pm 3/25 & 26 – City Council Retreat
<u>April</u>	<u>May</u>	<u>June</u>
4/5 – Council Workshop (Tentative), 6:30 4/7 – City Council Meeting, 7 pm 4/21 – City Council Meeting, 7 pm 4/30 – PTC Cart Path Cleanup	5/3 – Council Workshop (Tentative), 6:30 5/5 – City Council Meeting, 7 pm 5/7&8 – Spring Cleanup at the PTC Recycling Center 5/19 – City Council Meeting, 7 pm 5/30 – Memorial Day, City Offices Closed	6/2 – City Council Meeting, 7 pm 6/7 – Council Workshop (Tentative), 6:30 6/16 – City Council Meeting, 7 pm
<u>July</u>	<u>August</u>	<u>September</u>
7/4 – Independence Day – City Offices Closed - Parade, Fireworks 7/5 – Council Workshop (Tentative), 6:30 7/7 – City Council Meeting, 7 pm 7/21 – City Council Meeting, 7 pm	8/2 – Council Workshop (Tentative), 6:30 8/4 – City Council Meeting, 7 pm 8/18 – City Council Meeting, 7 pm	9/1 – City Council Meeting, 7 pm 9/5 – Labor Day – City Offices Closed 9/6 – Council Workshop (Tentative), 6:30 9/15 – City Council Meeting, 7 pm

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

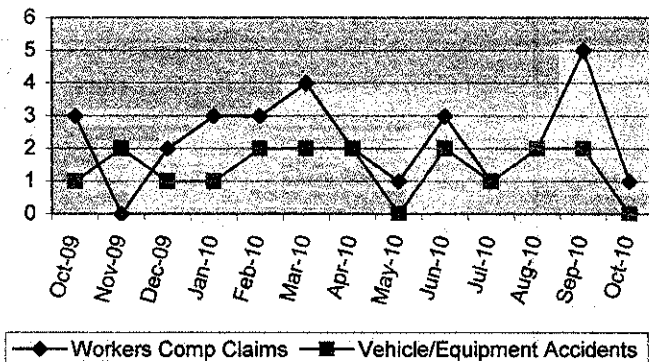
Updated 11/23/2010

Administrative Services

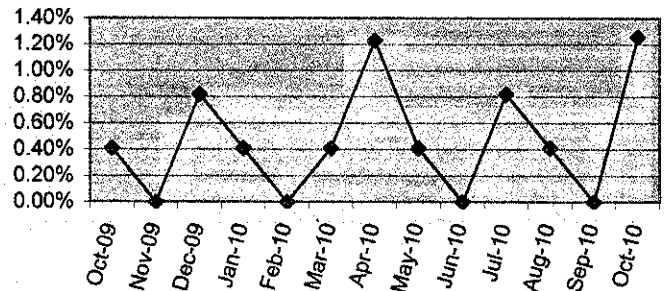
Monthly Report

Human Resources & Risk Management

Workers Comp Claims & Vehicle/Equipment Accidents



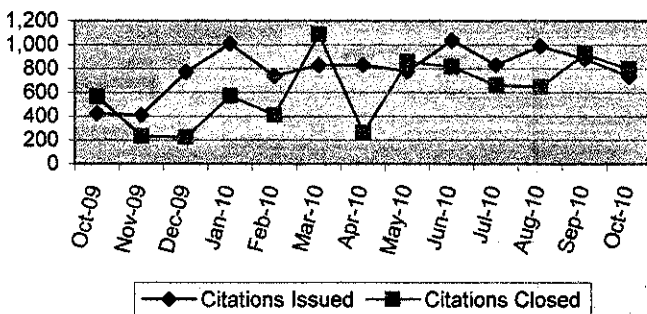
Employee Turnover Rate



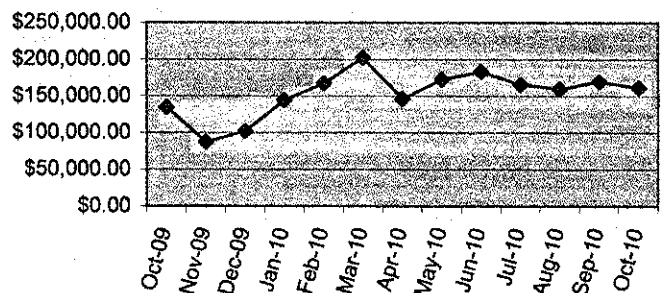
NOTE: The 3 terminations YTD for FY 2011 include one retirement.

Municipal Court

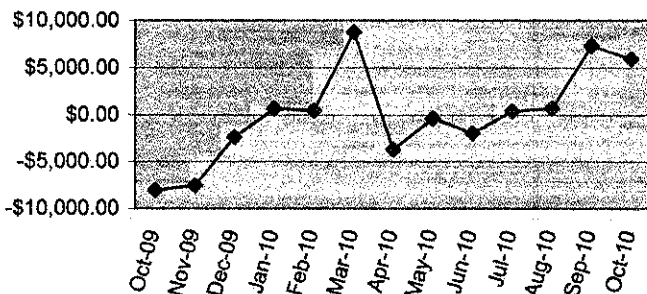
Citations Issued vs Closed



Fines Collected*



Jail Fund Balance**



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

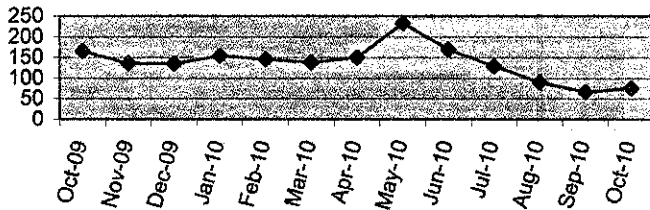
** A positive Jail Fund Balance reflects a credit with the County based on jail fees paid versus number of prisoners housed

Administrative Services

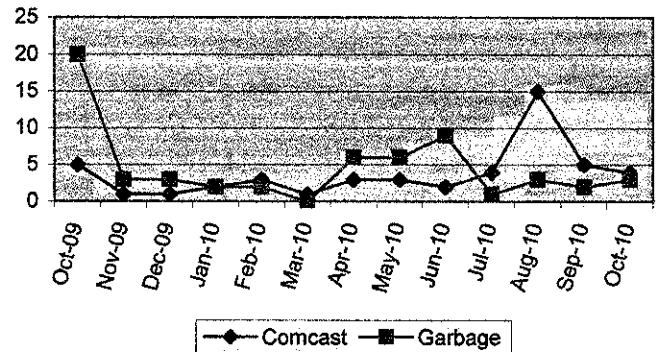
Monthly Report

Public Information

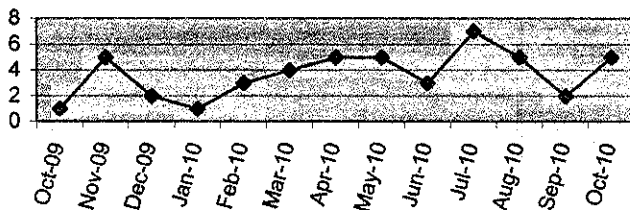
Public Contact / Comments / Questions



Complaints by Type



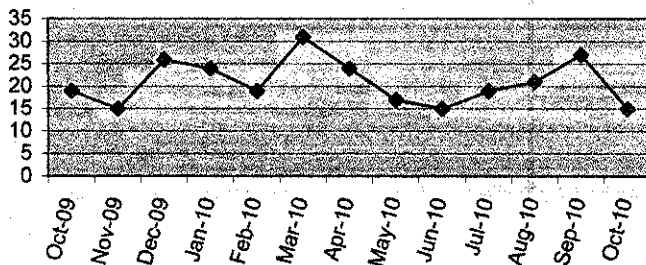
Open Records / Discovery Requests



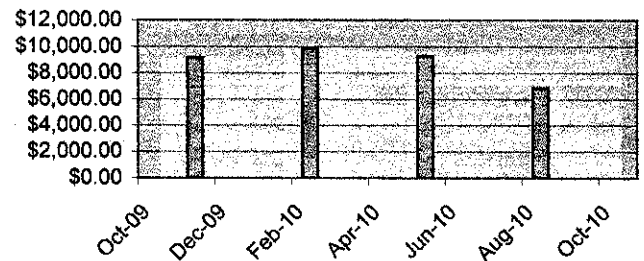
NOTE: Comcast spike in August partially related to digital conversion. Garbage spike in October 2009 related to Republic route changes; Summer 2010 to CLM/Waste Industries route mergers.

City Clerk

New Businesses Registered

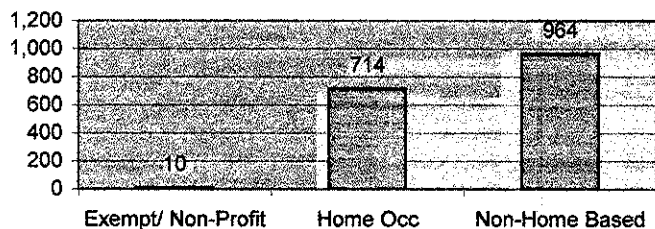


Sanitation Franchise Fees



payment in February

Total Registered Businesses



Total Registered Businesses:

1,688

Total Employment from Registered

13,137

Top 10 Employers by # of employees:

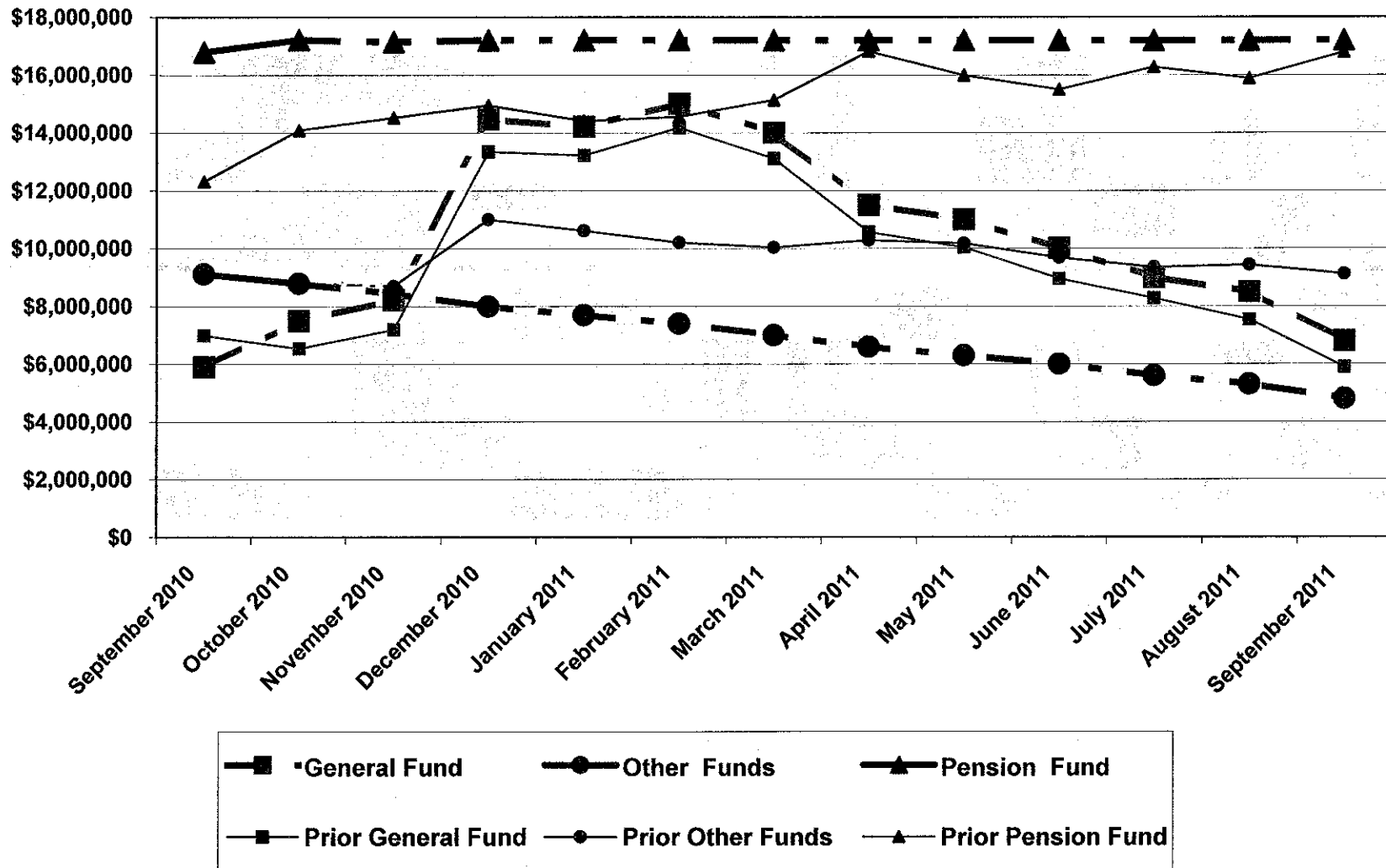
1. NCR
2. Cooper Lighting
3. Wal-Mart
4. Panasonic
5. World Airways
6. Hoshizaki
7. Kroger (Kedron)
8. Alenco
9. Amoor Tobacco
10. Avery Denison

PEACHTREE CITY BUILDING DEPARTMENT
FY 2011

	Sep-10	Oct-10	Fiscal Y-T-D 2011	Fiscal Y-T-D 2010
DEVELOPMENT PERMITS:	2	2	2	5
BUILDING PERMITS:				
Single Family Residential	0	1	1	8
Multi-Family Residential	0	0	0	0
Misc.-Pools/fences/additions	29	27	27	88
Commercial/Industrial	10	15	15	12
TOTAL INSPECTIONS:	248	301	301	324
CERTIFICATE OF OCCUPANCY:				
Residential	3	4	4	4
Commercial	3	2	2	8
Multi-Family Residential	0	0	0	0
HOUSING CODE OFFICIAL				
New Rehab	6	9	9	7
Rehab Inspections	13	13	13	43
Assessments	136	140	140	284
Citations	6	0	0	1
Architect Review Permit Approval	10	14	14	21
Foreclosure Inspection*	115	133	133	0
PERMIT FEES COLLECTED:	36,803	32,266	32,266	20,463
POPULATION:	36,803	36,811	36,811	36,735
Based on 2.09 persons per new completed dwelling unit				

* New Reporting Inspections

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



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

**CITY OF PEACHTREE CITY
MONTHLY REPORT
GENERAL FUND AND HOTEL/MOTEL TAX FUND
BUDGET COMPARISON (UNAUDITED)
FOR THE ONE MONTH ENDED OCTOBER 31, 2010**

PERCENTAGE OF BUDGET YEAR COMPLETED 8.33% (ACTUAL TRANSACTIONS STILL PENDING)				
GENERAL FUND REVENUES BY MAJOR CATEGORIES				
Description	2011 Budget	YTD Actual	Dollar Difference	Percentage To-Date
General Property Taxes	\$ 11,875,695	\$ 407,123	\$ (11,468,572)	3.43%
Franchise Taxes	2,410,507	67,195	(2,343,312)	2.79%
Local Option Sales Tax	6,587,035	510,565	(6,076,470)	7.75%
Other Sales & Use Taxes	691,547	55,912	(635,635)	8.09%
Business Taxes	2,174,768	1,713,174	(461,594)	78.78%
Licenses & Permits	691,371	30,760	(660,611)	4.45%
Intergovernmental/Grants	356,050	28,500	(327,550)	8.00%
Charges for Services - Other	893,454	29,348	(864,106)	3.28%
EMS Billings	513,625	46,906	(466,719)	9.13%
Fines & Forfeitures	1,151,239	133,934	(1,017,305)	11.63%
Investment Income	64,417	3,696	(60,721)	5.74%
Donations	13,914	-	(13,914)	0.00%
Other Revenue	95,035	7,663	(87,372)	8.06%
Other Financing Sources	291,737	26,379	(265,358)	9.04%
Total General Fund Revenues	\$ 27,810,394	\$ 3,061,155	\$ (24,749,239)	11.01%
Surplus Carryover	(1,002,576)	-	1,002,576	0.00%
Total General Fund	\$ 26,807,818	\$ 3,061,155	\$ (23,746,663)	11.42%
GENERAL FUND EXPENDITURES BY DIVISION AND/OR TYPE				
Division and/or Type	2011 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Executive Services	\$ 301,379	\$ 28,637	\$ 272,742	9.50%
Administrative Services	1,232,153	77,057	1,155,096	6.25%
Financial Services	1,029,441	85,909	943,532	8.35%
Police Services/Code Enforcement	6,648,398	576,742	6,071,656	8.67%
Fire/EMS Services	6,308,487	495,793	5,812,694	7.86%
Public Works	3,255,883	212,189	3,043,694	6.52%
Leisure Services	4,058,709	288,782	3,769,927	7.12%
Community Development Services	1,002,109	61,032	941,077	6.09%
Tourism Activity	104,891	10,781	94,110	10.28%
Non-Divisional:				
Unemployment Insurance	15,000	-	15,000	0.00%
Council Contingency	-	-	-	0.00%
Non-Profit Organizations	23,130	23,130	-	100.00%
Transfer to Development Authority	-	-	-	0.00%
Development Authority Debt Service	139,624	-	139,624	0.00%
Transfers to Other Funds	2,880,878	-	2,880,878	0.00%
Liability Insurance	95,540	-	95,540	0.00%
Litigation Services	25,000	-	25,000	0.00%
General Administration/Miscellaneous	46,318	-	46,318	0.00%
Budgeted Savings	(359,122)	-	(359,122)	0.00%
Total General Fund	\$ 26,807,818	\$ 1,860,052	\$ 24,947,766	6.94%
HOTEL/MOTEL FUND REVENUES				
Description	2011 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Total Hotel/Motel Taxes	\$ 780,667	\$ 79,136	\$ (701,531)	10.14%
HOTEL/MOTEL TRANSFERS OUT				
Type	2011 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Transfer to General Fund	\$ 260,222	\$ 52,757	\$ 207,465	20.27%
Transfer to Tourism Association	520,445	26,379	494,066	5.07%
Total Hotel/Motel Transfers Out	\$ 780,667	\$ 79,136	\$ 701,531	10.14%

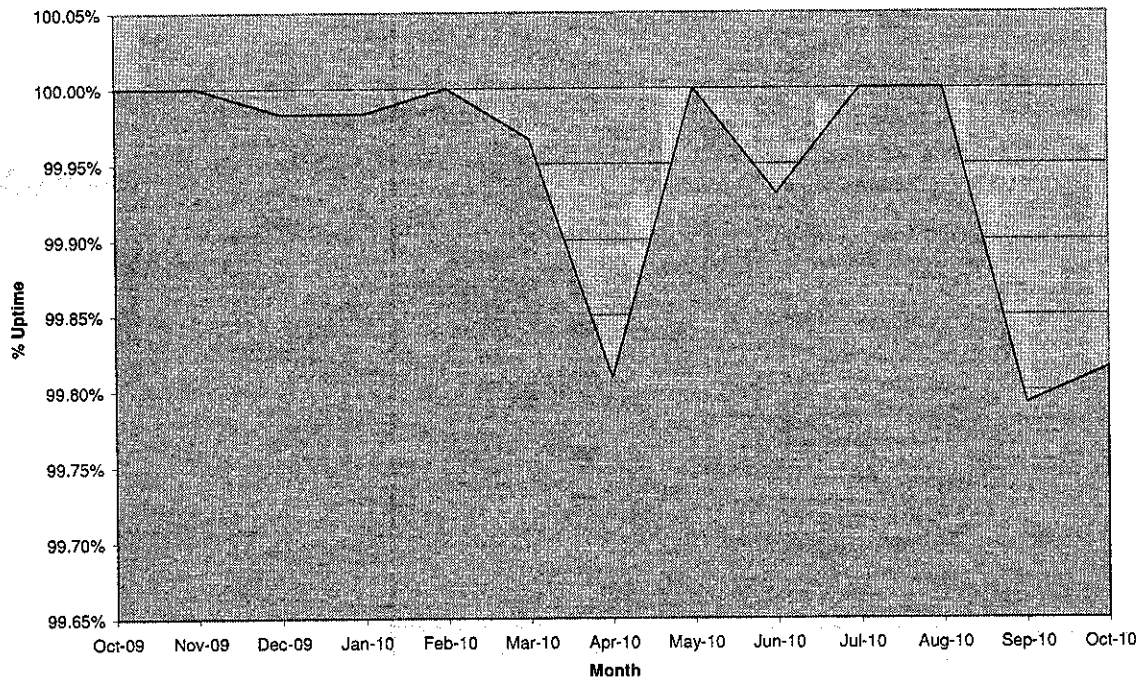
**CITY OF PEACHTREE CITY
FINANCIAL SERVICES
MONTHLY REPORT
(UNAUDITED)
AS OF OCTOBER 31, 2010**

SUMMARY OF OVER \$10,000 EXPENDITURES APPROVED BY CITY MANAGER OCTOBER 2010			
Description	Vendor	Award	Date
Resurfacing of 6 Cts. at Tennis Center	SW Tennis Courts Inc.	\$ 11,750.00	10/01/2010
Portable Radios for PD	Motorola	\$ 26,286.00	10/13/2010

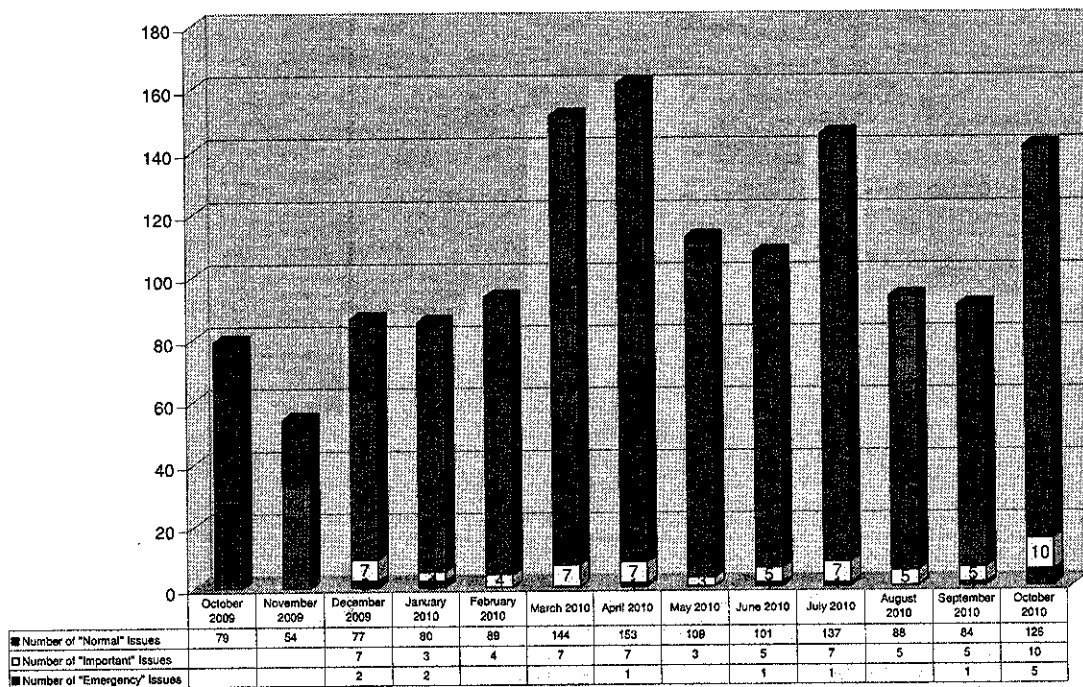
PURCHASING REPORT FOR MONTH ENDED October 31, 2010 AND October 31, 2009		
Activity	Fiscal Year 2011	Fiscal Year 2010
Purchase Orders / Requisitions Processed	337	407
City Store Requisitions Processed	16	14
Sealed Bids Requested	3	8
Requests for Proposals	0	1
Bids Awarded	1	3
Requests for Proposals Awarded	2	0
Contracts Prepared	3	3
Electronic Auction	0	0
Fixed Assets Purchased	1	17
2011 Ford Expedition - Fire Department		

City of Peachtree City
 Information Technology Statistics and Trends
 For Period Ending October 2010
 Report Date – November 22, 2010

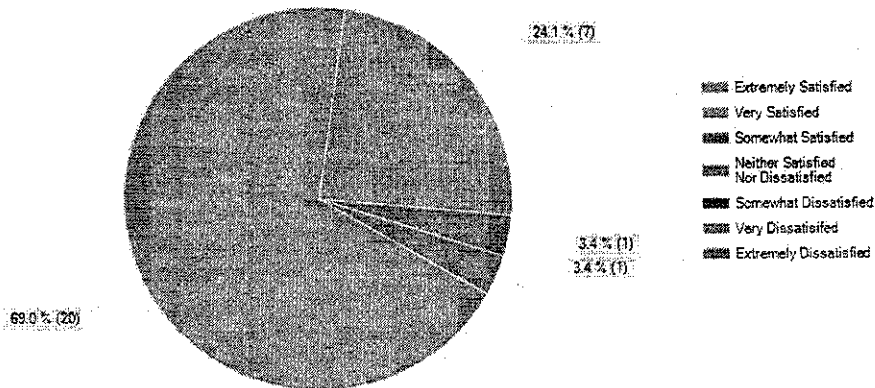
Primary Server Uptime - 13 Month Trend



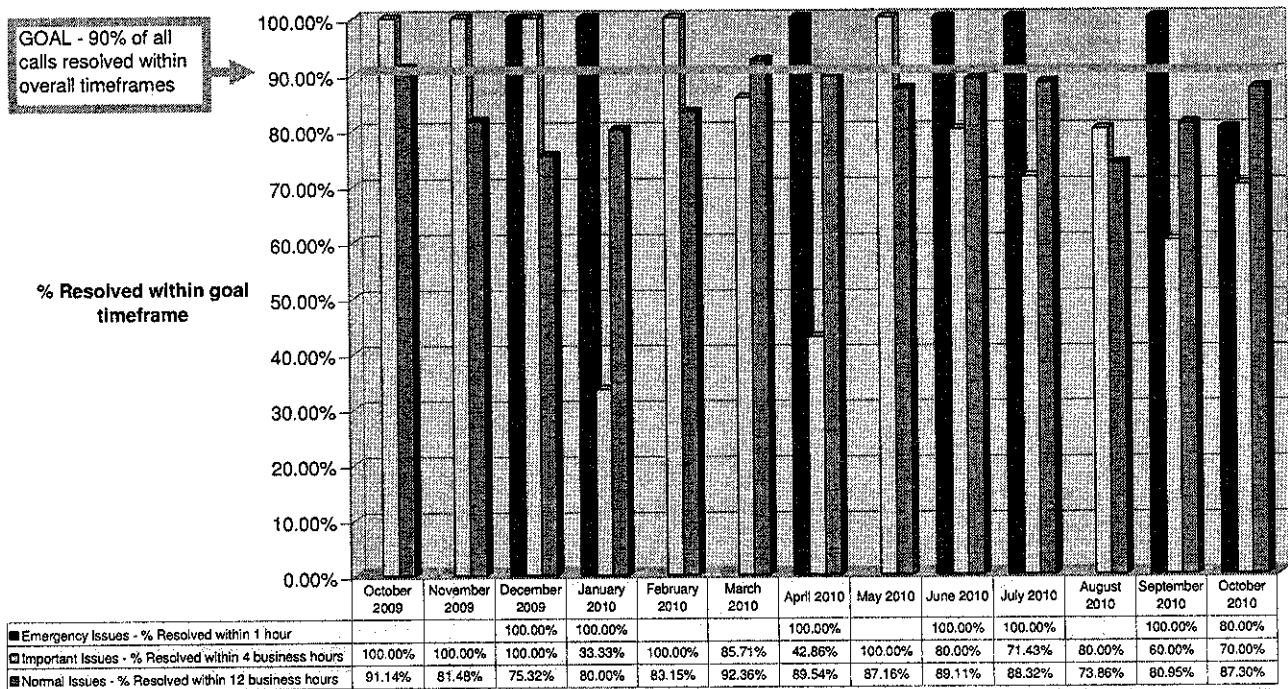
Issue Volume by Severity/Impact - Support Calls - 13 Month Trend



User Satisfaction Surveys - Overall Satisfaction for October 2010

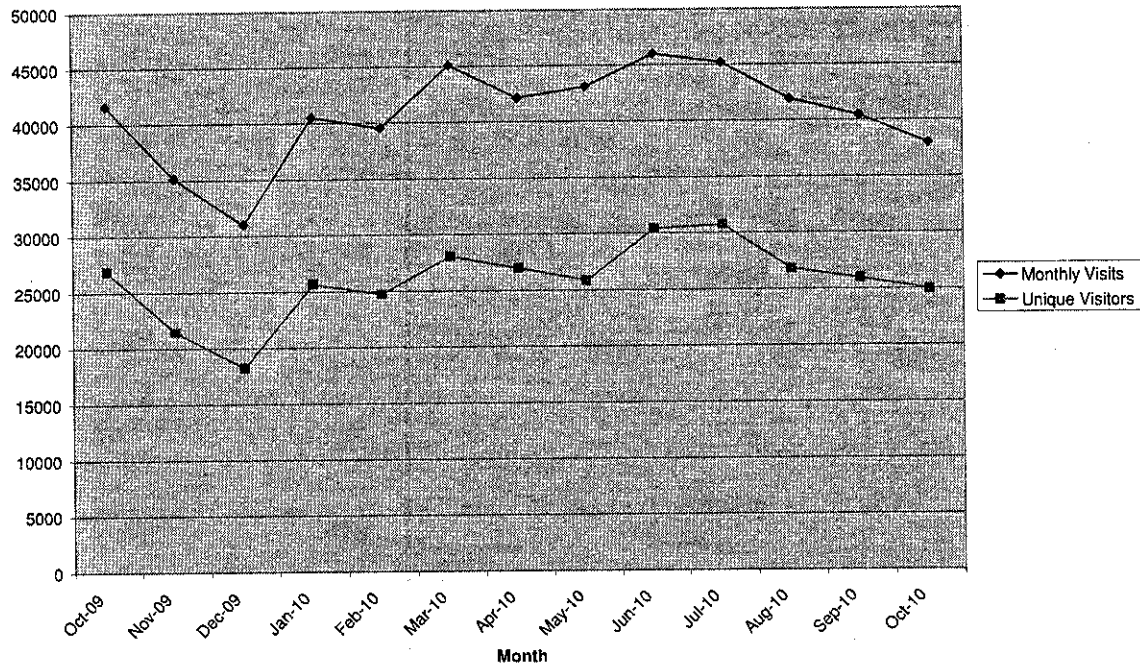


Call Resolution Goal Analysis - 13 Month Trend

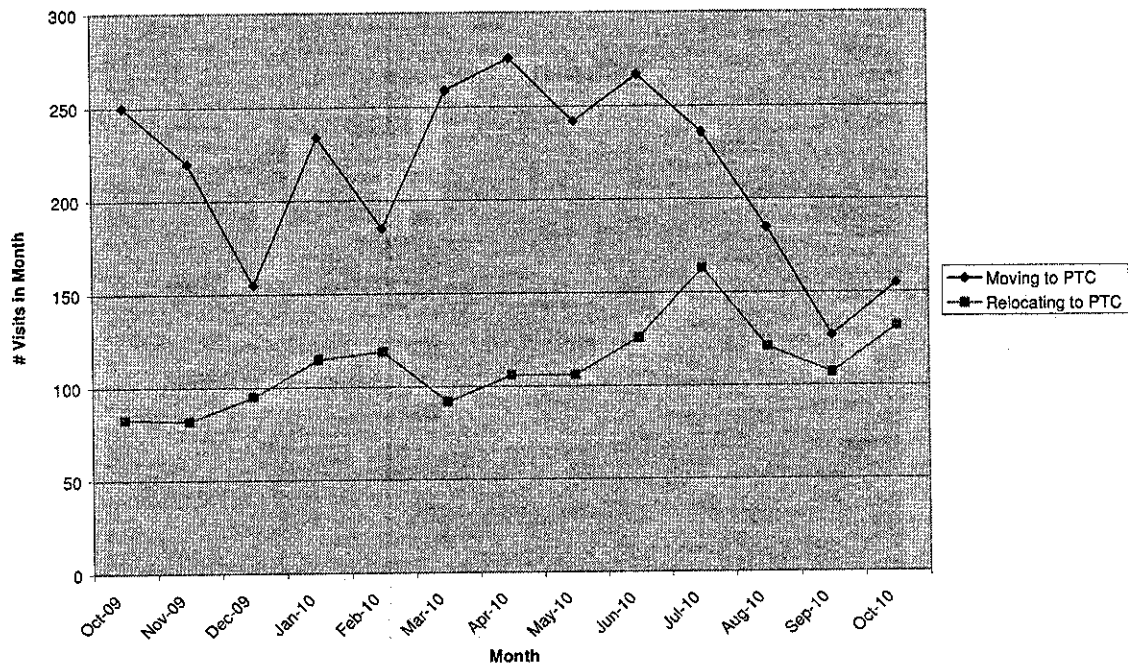


VISITS and VISTORS to <http://www.peachtree-city.org>

Visits and Unique Visitors - 13 Month Trend



Visits to Goal-Oriented Pages - 13 Month Trend



PEACHTREE CITY FIRE/RESCUE MONTHLY REPORT (OCT 10)

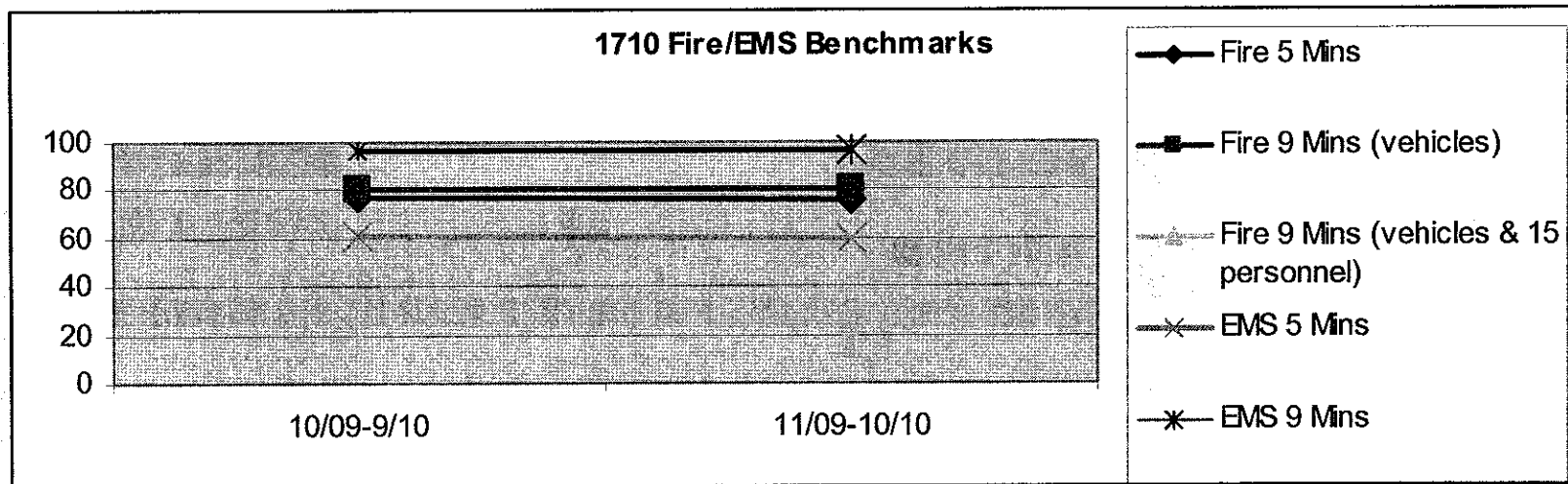
RESPONSE BENCHMARKS (OCT 09-OCT 10)

A) 76% B) 80% C) 19% D) 60% E) 96%

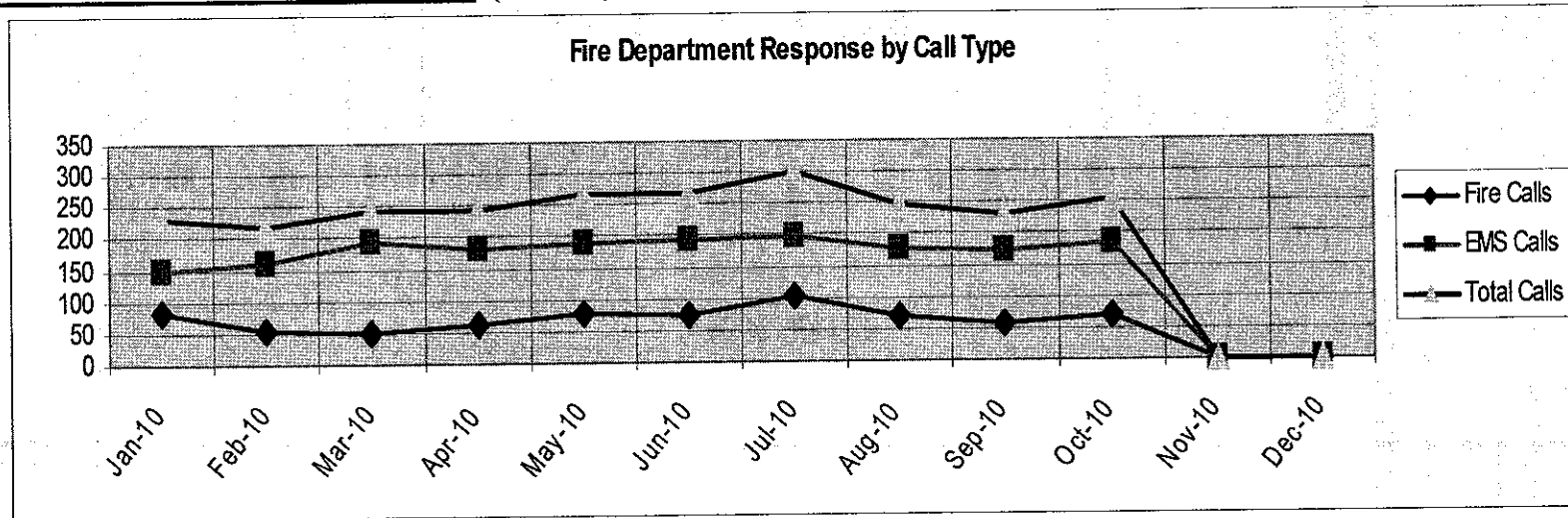
Benchmarks are based on NFPA 1710 Standards as follows:

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

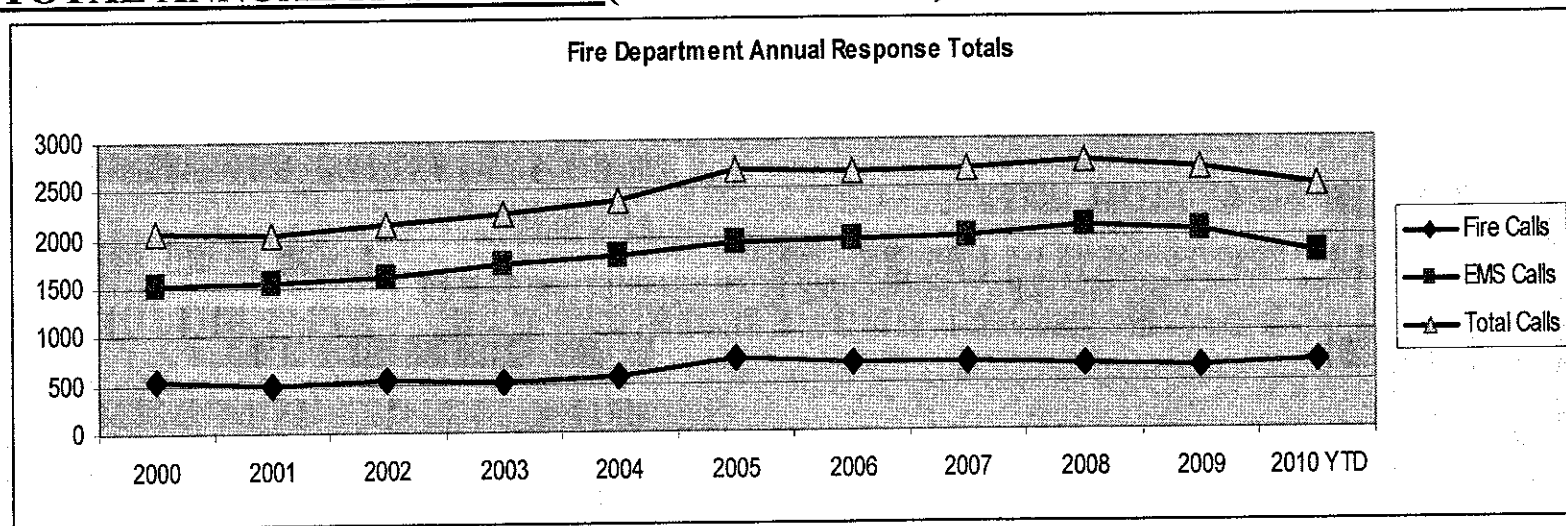
RESPONSE BENCHMARKS (LOOK-BACK)(12 Month Data Points)



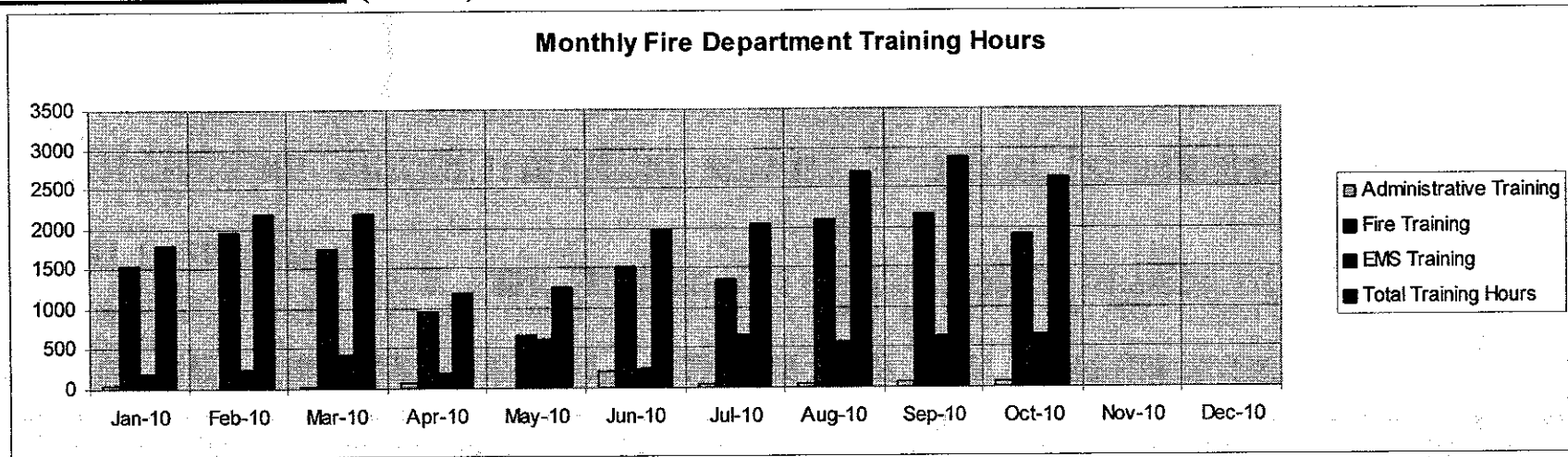
MONTHLY RESPONSES (CY10)



TOTAL ANNUAL RESPONSES (PAST 10 YEARS)

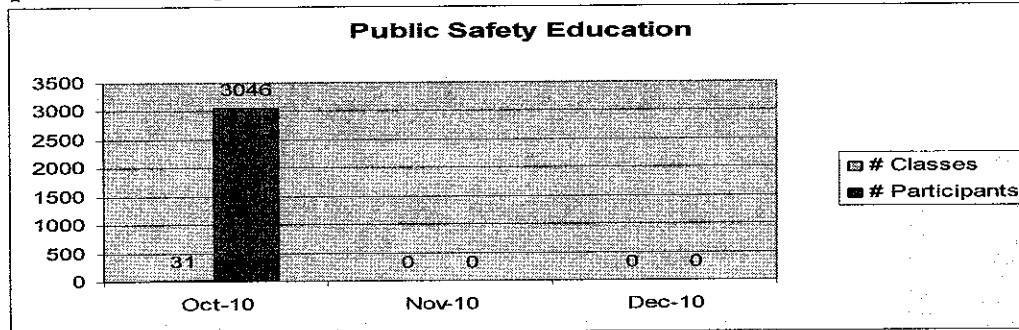


TRAINING HOURS (CY10)



QUARTERLY FOCUS AREA

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



DEPARTMENT GOALS:

Jan-Mar (Inspections-1123)

Apr-Jun (Hydrants-2151)

Jul-Sep (Pre-Plans- 1123)

Oct-Dec (Public Education-4000)

**CITY OF PEACHTREE CITY
RECREATION REVENUE
AS OF OCTOBER 31, 2010**

RECREATION REVENUE	ORIGINAL BUDGET FY 2011	BUDGET ADJUSTMENTS	CURRENT BUDGET FY 2011	ACTUAL FY 2011	BUDGET VARIANCE FY 2011 FAVORABLE (UNFAVORABLE)
Program Fees - Recreation	\$ 187,533	\$ -	\$ 187,533	\$ 2,722	\$ (184,811)
Programs Fees - Kedron	130,116	-	130,116	6,078	(124,038)
Program Fees - Gathering Place	26,105	-	26,105	902	(25,203)
Facility Rental - Recreation	9,612	-	9,612	566	(9,046)
Facility Rental - Kedron	7,169	-	7,169	410	(6,759)
Facility Rental - Gathering Place	5,676	-	5,676	685	(4,991)
Program Fees - Pool Revenue	135,660	-	135,660	2,316	(133,344)
Program Fees - Rec Pool Revenue	34,650	-	34,650	3,993	(30,657)
	\$ 536,521	\$ -	\$ 536,521	\$ 17,672	\$ (518,849)

PEACHTREE CITY POLICE DEPARTMENT

2010 MONTHLY REPORT

SEPTEMBER 2010 OCTOBER 2010 2010 2009
 Calendar Year to Date Calendar Year to Date

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

TOTAL PART I CRIMES	38	36	399	558
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<u>DUI ARRESTS</u>	19	19	146	165
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DRUG ARRESTS: Marijuana, Methamphetamine, Cocaine, Other (opium, heroin, etc)

TOTAL DRUG ARRESTS:	3	6	62	96
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ARRESTS

PROPERTY CRIMES	15	23	195	179
PERSON CRIMES	2	13	74	82
CITY ORDINANCES	60	29	509	336
TRAFFIC OFFENSES	38	27	331	430
OTHER	48	36	476	248

<u>CALLS ANSWERED:</u>	5,031	4,767	46,899	50,083
-------------------------------	-------	-------	--------	--------

TRAFFIC:

CITATIONS ISSUED	901	830	8,452	5,206
WARNINGS	824	884	9,917	5,548
ACCIDENTS	71	93	869	850

TOP 5 ACCIDENT LOCATIONS – MONTH

HWY 74 / HWY 74	9
HWY 54 / PLANTERRA WAY	3
HWY 74 / KELLY DR	3
ABERDEEN DR / COMMERCE DR	2
HWY 54 / HUDDLESTON	2

Public Works Monthly Reports

Activity Description	Unit	October-10	FY2011 YTD	Annual Goal
General				
Average time to complete vandalism repairs once notified	Days			3
Average time to respond to a citizen complaint and assign action	Days			5
Streets				
Street Patching	Hrs.	114	114	2,500
Street Crack Sealing	Hrs.	0	311	435
Street General Maintenance	Hrs.	468	468	2,000
Storm Water Maintenance	Hrs.	388	388	12,480
Cart Paths				
Cart Path Paving	Ft.	0		21,000
Cart Path Litter Removal	Hrs.	135	135	1,250
Time to remove trees on paths once reported	Days			2
Cart Path Drainage Maintenance	Hrs.	365	365	1,450
Cart Path General Maintenance	Hrs.	944	944	3,250
Signs				
Average time to respond to traffic sign maintenance issues	Days			2
Signs Changed over to new reflectivity and mixed letter standard (completion date 2018)	Each			500
Contracted Services				
Time for contractor to remove trees once notified	Days			2
Time for landscaping and mowing contractor to fix an issue once notified	Days			2
Time for contractor to remove dead animals and debris for road once notified.	Days			1
Fleet Maintenance				
Average time to complete a preventative maintenance on a Light Car/Truck	Hrs			3
Average time to complete a preventative maintenance on a Heavy Truck	Hrs			6
Average time to complete a preventative maintenance on a Heavy Equipment	Hrs			6
Ratio of time spent on preventative matenance versus other repair items				2 to 1

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

COMMISSION/AUTHORITY ATTENDANCE RECORD

PTC Water & Sewerage Authority

Oct-10

Board name

Report Date: Month Year

Name & Date of Appointment	Meetings Held Past 12 Months	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
Wade Williams 01/01/2007	12	12	12	0	0	100%
Tim Meredith 01/01/2008	12	12	11	1	03/01/2010	92%
Jeff Prellberg 01/01/2006	12	12	11	1	11/18/2009	92%
Phil Mahler 10/19/2007	12	12	11	1	03/01/2010	92%
Michael Harman 01/01/2009	12	12	12	0	0	100%
Steve Hallam (alternate) 01/01/2010	12	8	5	3	07/12/2010 08/02/2010 09/13/2010	63%

COMMISSION/AUTHORITY ATTENDANCE RECORD

Planning Commission

October 2010

Board name

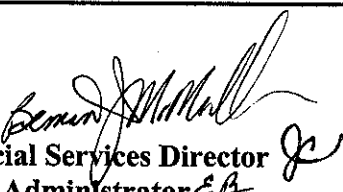
Report Date: Month Year

Name & Date of Appointment	Meetings Held Past 12 Months	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
Patrick Staples 10/01/2006	16	16	16	0		100%
Lynda Wojcik 02/23/2009	16	16	14	2	05/10/2010, 9/13/10	88%
Joe Frazar 10/17/2008	16	16	14	2	12/14/09, 5/10/10	88%
Horace Batiste 10/07/2010	16	1	1	0		100%
David Conner 10/07/2010	16	1	1	0		100%
Frank Destadio Alternate 10/07/2010	16	1	0	0		0%

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: Bernie McMullen, City Manager 
Janet Camburn, Assistant Financial Services Director 
Ellece Brown, Human Resources Administrator 
David Rast, Community Development Director 

FROM: Nikki Vrana, Administrative Services Director 

DATE: November 23, 2010

SUBJECT: Consider Acceptance of Employment Agreement, Economic Development Coordinator
December 2, 2010, City Council Meeting

Recommendation:

Staff recommends that Council authorize the City Manager to accept and sign the employment agreement to hire Joey Grisham as the Economic Development Coordinator (EDC) for a term of one-year, renewable annually as supported by the approval of the budget process.

Discussion:

At the August 19, 2010, meeting, Council approved the FY 2011 budget with the inclusion of a contract Economic Development Coordinator position reporting to the Community Development Director. Salary and benefits were budgeted for FY11 totaling \$66,062.

From the many applications received, six candidates were selected to interview. A four-person panel compared candidates in several areas, including direct experience with the position requirements, general philosophy and knowledge of economic development, professionalism and presentation skills, and enthusiasm for the job. The final two candidates then participated in an extensive activity and presentation to an audience, selected by staff, who would have regular interactions with the EDC. Both candidates brought credible strengths to the table, but Mr. Grisham was the most qualified across the board.

Mr. Grisham is experienced in strategic planning, industrial recruitment and retention, and has a wide knowledge base on the retail market, which is critical to the job function in assisting the existing retail centers and merchants in the community. Based on his excellent qualifications, the starting salary was negotiated in accordance with the latitude permitted by Council.

This is a 40-hour/week, exempt, full-time position with full benefits. The negotiated salary of \$71,772.06 falls into the City's pay scale at a Grade 283, Step 25. Based on Council's approval, Mr. Grisham will start on January 3, 2011.

Budget Impact:

A separate budget adjustment will be presented to Council not to exceed \$10,000 for the additional salary and benefits, required during the nine-month period remaining in FY11, as well as computer and other office related set up expenses to be taken from surplus reserves.

EMPLOYMENT AGREEMENT

This Agreement made and entered into this 3rd day of January 2011 by and between the City of Peachtree City, Georgia, hereinafter called the "City", as party of the first part; and Joseph Grisham, hereinafter called "Employee", as party of the second part, both of whom understand as follows:

WITNESSETH

WHEREAS, the City desires to employ the services of Joseph Grisham as a contract employee in the position of Economic Development Coordinator;

WHEREAS, Employee desires to be a contract employee in the position of Economic Development Coordinator; and

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

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

Section 1. Duties

City hereby agrees to employ Joseph Grisham as Economic Development Coordinator, to perform the functions and duties specified in the position job description, and to perform such other legally permissible and proper duties and functions as the Community Development Director, Development Authority of Peachtree City Board, or

City Manager shall from time to time assign.

Section 2. Term

This Agreement shall be in effect from the date written above until September 30, 2011; provided, however, that this Agreement may renew if Employee's position is included in the budget approved by the City Council for FY 2012 and each succeeding budget. In addition:

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

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

Section 3. Termination

A. Except as provided in paragraph B of this Section, if Employee's contract is not renewed by the Council for FY 2012 during such time that Employee is willing and able to perform the duties of Economic Development Coordinator, the City agrees to continue employment for a period of 90 days following the adoption of the FY 2012

budget to provide employee time to secure other comparable employment.

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

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

Section 4. Salary

City agrees to pay Employee for Employee's services rendered pursuant hereto a base salary of two thousand seven hundred sixty dollars and 46/100 (\$2,760.46) bi-weekly. In addition, City agrees to increase said base salary and / or other benefits of Employee in such amounts and to such an extent that the Director and City Manager may determine that it is desirable to do so on the basis of an annual salary review of said

Employee made at the same time as similar consideration is given employees generally.

Section 5. Dues and Subscriptions

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

Section 6. Other Benefits

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

Section 7. Performance Evaluations

The Community Development Director will evaluate the performance of Employee after six months of service and after one year of service during the initial term of this contract, and annually thereafter. This review and evaluation shall follow criteria and procedures applicable to other employees of the city.

Section 8. Other Terms and Conditions of Employment

A. All provisions of the City Charter, and regulations and rules of the City relating to vacation and sick leave, retirement and pension system contributions, holidays, insurance and other fringe benefits and working conditions as they now exist or hereafter

may be amended, also shall apply to Employee as they would to other employees of City, except as herein provided.

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

Section 9. General Provisions

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

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

C. This Agreement shall become effective upon its execution or January 3, 2011, whichever date is latter.

D. If any provision or any portion thereof, contained in this Agreement is to be unconstitutional, invalid, or unenforceable, the remainder of the Agreement or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

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

CITY OF PEACHTREE CITY

JOSEPH GRISHAM

Bernard J. McMullen, City Manager

Joseph Grisham

ATTEST:

City Clerk

Witness

APPROVED AS TO FORM

City Attorney

Joseph Scott "Joey" Grisham

September 2, 2010

Ms. Ellece Brown, Human Resources Administrator
City of Peachtree City, GA
151 Willowbend Rd.
Peachtree City, GA 30269

Dear Ellece:

It is with great pleasure that I submit my resume for consideration for the **Economic Development Coordinator** position with Peachtree City. My extensive educational and professional experience is very broad and has adequately prepared me for this type of position. Below are some reasons that I believe I can immediately have an impact:

1. One of only a handful of individuals in the U.S. to possess a Master's Degree in Economic Development—taught in college by a site location consultant and pioneer of Economic Development strategic planning;
2. Have experience in working with urban and suburban communities;
3. Successfully marketed several communities;
4. Extensive relationships with several national developers, brokers, site location consultants, and realtors; and,
5. Facilitated several business locations and expansions.

In addition to my work experience, I possess strong verbal and written communication skills. Please feel free to contact me via electronic mail at _____ or my cellular telephone at _____ with any questions or comments. I look forward to speaking with you soon!

Warmest Regards


Joey Grisham

JOSEPH S. "JOEY" GRISHAM

SUMMARY

- 8.5 years of Chamber of Commerce/Economic Development experience
- Master of Science degree in Economic Development and Graduate Asst. at USM Center for Community and Economic Development
- Experience in all phases of Chambers of Commerce/Economic Development including: marketing; business recruitment, retention, and expansion; websites; strategic planning; research; responding to RFP's/RFI's; and downtown/town center development
- Former legislative intern with the Tennessee General Assembly
- Team player; highly motivated; organized; and excellent presentation skills
- PC literate with working knowledge of MS Office Suite

PROFESSIONAL EXPERIENCE

Economic Development/Chamber of Commerce

- Successfully marketed several communities for new business recruitment, retention, and expansion of existing businesses
- Successfully helped establish two Economic Development organizations from the ground up—one was a joint Chamber/Economic Development entity
- Recruited over 600 new jobs to several communities
- Assisted with the expansion of over 20 existing businesses that culminated in more than \$300 million of new investment
- Developed meaningful relationships with multiple land developers, commercial realtors/brokers, local/regional/state/national allies, workforce officials, and companies
- Helped build consensus among several boards, city councils, county commissions, and community stakeholders
- Responsible for helping design and implement strategic plans
- Increased investment in organizations by over 50%
- Attended numerous trade shows and industry meetings including the National Plastics Exposition, International Council of Shopping Centers, and Offshore Technology Conference
- Given several presentations to companies, chambers of commerce, communities, and civic groups
- Successfully lobbied for multiple community projects
- Former President of Southeast Mississippi Economic Development Partnership
- Helped secure more than \$2 million in grants
- Developed new incentives policies for communities
- Responsible for developing and administering budgets
- Managed employees

Retail/Economic Development Consulting

- Secured over \$400,000 worth of consulting projects in a 2-year period
- Performed detailed retail market analyses including trade area determination, leakage, and opportunities for communities across the U.S.
- Attended various ICSC conferences
- Gave presentations to communities and state municipal league conferences
- Responsible for new business development
- Worked independently

- Developed community/economic development strategic plans and SWOT (Strengths, Weaknesses, Opportunities, and Threats) assessments for communities

WORK HISTORY

Independent Contractor- Retail/Economic Development Consultant, August 2009-present
Granbury, TX

Economic Development Director, City of Keller, Sept. 2008-August 2009, Keller, TX

Economic Development Director, Granbury-Hood County Economic Dev. Corp., Sept. 2005-March 2007 Granbury, TX

Economic Development Manager, Mobile Chamber of Commerce, Nov. 2004-Sept. 2005
Mobile, AL

President/CEO, Marion County Development Partnership, Jan. 2002-Nov. 2004
Columbia, MS

Sales Support Analyst, Medtronic Sofamor Danek, June 1994-Aug. 2001 (worked off and on during college) Memphis, TN

EDUCATION

BA Political Science; Minor in Business Adm., University of Mississippi

MA Political Science; University of Memphis

MS Economic Development; University of Southern Mississippi

CONTINUING EDUCATION/PROFESSIONAL MEMBERSHIPS

Graduate of the New South Economic Development Course at the University of Southern Mississippi (accredited by the International Economic Development Council); Member of the DFW Marketing team, Southern Economic Development Council, Texas Economic Development Council, International Economic Development Council, and the International Council of Shopping Centers.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

FROM: City Manager



DATE: November 22, 2010

SUBJECT: Consider Cancelling the December 16, 2010, City Council Meeting
December 2, 2010, Council Meeting

Recommendation:

That Council officially cancels the December 16, 2010, regular City Council meeting.

Discussion:

Due to the holiday season, many residents are traveling, as well as members of City staff and Council. There are currently no agenda items scheduled for the December 16, 2010, Council meeting, allowing Council to consider cancellation of the meeting if you so desire.

Budgetary Impact:

The item has no budgetary impact.

City Council of Peachtree City
REVISED AGENDA
December 2, 2010
7:00 p.m.

- I. Call to Order
- II. Pledge of Allegiance
- III. Announcements, Awards, Special Recognition
 - Recognize Financial Services – GFOA Certificate of Achievement for Financial Reporting
 - Recognize Arline Cuebas – Citizen Corps Council Georgia Volunteer of the Year
 - Recognize CERT Graduates
- IV. Citizen Comment
- V. Agenda Changes
- VI. Minutes
 - November 9, 2010, Workshop Minutes
- VII. Consent Agenda
 1. Consider FY 2011 Budget Adjustments
FY 2011 budget amendments impact the General Fund and several Special Revenue Fund budgets
 2. Consider Agreement for Stormwater Pipe Cleaning Services
Request for approval of one-year renewable contract with All Pipeline T.V. Inc of Hampton
 3. Consider New Alcohol License – Dickey's Barbecue Pit, Braelinn Village
All new alcohol license applications must be approved by City Council
 4. Consider Amendments to Retirement Plan
Proposed changes to Defined Benefit Pension Plan reflect recent regulatory changes
 5. Consider Confidentiality Agreement – Troy and Banks
In order for City consultant, Troy and Banks, to audit Comcast, City required to sign agreement
- VIII. Old Agenda Items
 - 08-10-03 Consider Amendment to Traffic Ordinance, Art. III, Sec. 78-92
Amendment would prohibit registration or operation of gas powered motorized carts after the date to be determined. Gas powered carts registered prior to effective date would receive a grandfathered status.
 - 11-10-12 Consider Resolution of Support – 2010 Fayette County Transportation Plan
Resolution of support requested from all County municipalities and the Board of Education
- IX. New Agenda Items
 - 12-01-10 Monthly Reports
Presentation of new format; report for Keep Peachtree City Beautiful
 - 12-02-10 Consider Employment Agreement for Economic Development Coordinator
Request to approve one-year renewable agreement with Joseph Grisham
 - 12-03-10 Consider Cancelling December 16 Meeting
Request to cancel meeting due to lack of agenda items
- X. Council/Staff Topics
 - Hot Topics Update
 - Update on Lake Peachtree Usage
- XI. Executive Session

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

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council Members
VIA: City Manager *Bernard M. Muller*
Assistant Financial Services Director *J*
FROM: Purchasing Agent *are*
DATE: November 29, 2010
SUBJECT: Confidentiality Agreement
December 2, 2010 City Council Agenda

Recommendation:

Staff recommends that Council approve the City Manager to sign the attached Confidentiality Agreement.

Discussion:

In order to allow Troy and Banks (consultant for the City) to audit Comcast, Comcast requires the City to sign the attached. The City Attorney has reviewed and approved this Agreement.

Budget

There is no budget impact.

Attachment

**CONFIDENTIALITY AGREEMENT
BY AND AMONG
CITY OF PEACHTREE CITY
AND
TROY & BANKS (CONSULTANT FOR CITY)
AND
COMCAST OF GEORGIA/VIRGINIA, INC. and COMCAST OF GEORGIA/MICHIGAN, LP**

THIS Confidentiality Agreement ("Agreement") is made as of the date first written below among Comcast of Georgia/Virginia, Inc. and Georgia/Michigan, LP (collectively hereinafter "Comcast"), Troy & Banks (hereinafter "Consultant"), and the City of Peachtree City (hereinafter "the City"), a Georgia municipal corporation, acting pursuant to the authority of the Franchise Agreement between the City and Comcast.

WHEREAS, the City has retained Consultant to perform a franchise fee audit (technically defined as franchise fee compliance – agreed upon procedures) of franchise fee payments due from Comcast to the City, and

WHEREAS, conduct of the audit requires Consultant to have access to certain information considered by Comcast to be proprietary and confidential, and

WHEREAS, Section 4.2 of the Franchise Agreement, provides for the inspection and availability of Comcast financial records for the purpose of conducting the franchise fee audit, and

WHEREAS, the City, Comcast and Consultant (hereinafter collectively the "Parties") desire to enter into a working relationship which will permit the review of necessary documentation so that the audit can be completed, while providing reasonable assurances to Comcast that information legitimately considered confidential will not be publicly disclosed,

NOW, THEREFORE, the Parties agree as follows:

1. The purpose of the disclosure hereunder shall be for the sole purpose of permitting the City and Consultant to perform a franchise fee audit of Comcast's cable franchise serving the City. The City and Consultant each agree to use the Confidential Information only for such purpose and only in accordance with the terms of this Agreement.
2. The term "Confidential Information" shall mean and refer to all Comcast confidential or proprietary information, documents, and materials, whether printed or in machine-readable form or otherwise, including, but not limited to, processes, hardware, software, trade secrets, research, know-how, business methods, and procedures relating to and including but not limited to management, products and services, customer service, and internal communication processes and technology tools. While Comcast shall take all reasonable steps to identify and mark all information it considers confidential, Confidential Information shall include all Comcast information that should reasonably have been understood by the Parties, because of legends or other markings, the circumstances of disclosure, or the nature of the information itself, to be proprietary and confidential to Comcast, regardless of whether such information is marked "Confidential."
3. Subject to Section 4 and 5 hereof:
 - (i) The City and Consultant each agrees to use the same degree of care and scrutiny as it would use with respect to its own confidential information, but in any case using no less

than a reasonable degree of care, to avoid disclosure (including, but not limited to, disclosure to the United States government or any agency or department thereof), publication, dissemination, or use of any or all of the Confidential Information obtained hereunder; and

- (ii) Confidential Information will be kept confidential for a period of five (5) years from the date hereof and shall not, without the prior written consent of Comcast, be disclosed by either the City or Consultant, or any of its or their representatives in any manner whatsoever, in whole or in part, except as may be necessary in enforcement proceedings pursuant to the Franchise Agreement. Notwithstanding the foregoing, the City shall afford such Confidential Information confidential treatment to the extent permitted in any subsequent enforcement proceeding, and Comcast may request confidential treatment of such information in any court proceeding to enforce the terms of the Franchise.
4. The City and Consultant each agrees that with respect to Confidential Information it will:
- (i) not use the Confidential Information other than in connection with the franchise fee audit contemplated herein and any subsequent enforcement proceeding pursuant to the Franchise Agreement but will continue to afford the Confidential Information confidential treatment to the extent permitted in any subsequent enforcement proceeding, and Comcast may request confidential treatment of such information in any court proceeding to enforce the terms of the Franchise;
 - (ii) reveal the Confidential Information only to its representatives who need to know the Confidential Information for the purpose of performing the franchise fee audit, who are informed of the confidential nature of the Confidential Information, and who shall agree to act in accordance with the terms and conditions of this Agreement or as reasonably necessary to the conduct of any subsequent enforcement proceeding pursuant to the Franchise Agreement; and
 - (iii) at Comcast's request, and consistent with any applicable statutory retention requirements, return promptly to Comcast or destroy (and confirm such destruction in writing to Comcast) any and all portions of the Confidential Information disclosed under this Agreement (including copies forwarded to subcontractors and/or agents, except as described below), together with all copies thereof, upon conclusion of the audit and any subsequent enforcement proceeding pursuant to the Franchise Agreement.

The City and Consultant shall be responsible for any breach of this Agreement by its respective representatives under Section 4(ii) above to the extent that it has negligently failed to take reasonable steps to achieve compliance.

5. It is understood, however, that the foregoing provisions in Sections 1, 2, 3, and 4 above shall not apply to any portion of the Confidential Information which:
- (i) was previously known to either the City or Consultant without obligation of confidentiality;
 - (ii) is obtained by either the City or Consultant after the date hereof from a third party that is lawfully in possession of such information and is not in violation of any

contractual or legal obligation to Comcast or other third party with respect to such information;

- (iii) is or becomes part of the public domain through no fault of either the City or Consultant or any of its or their respective employees, subcontractors, or agents;
 - (iv) is required to be disclosed by administrative or judicial action or Georgia law provided that the City and/or Consultant as soon as reasonably possible after notice of such action notifies Comcast of such action to give Comcast the opportunity to seek any other legal remedies to maintain such Confidential Information in confidence;
 - (v) is approved for disclosure and release by written authorization of Comcast;
 - (vi) is required to be disclosed to the independent accounting firm that performs peer review of Consultant's firm; or
 - (vii) is required to be disclosed pursuant to a public records act request under applicable law. If the City is requested to disclose the Confidential Information, to the extent provided under law, the City shall provide Comcast with prompt notice of such request so that Comcast may seek an appropriate protective order.
6. All the Confidential Information disclosed to, delivered to, or acquired by either the City or Consultant from Comcast hereunder shall be and remain the sole property of Comcast.
7. Representatives of the City and Consultant shall have reasonable access to all requested documents. The requested documents will be made available for review at the Comcast offices at 306 Dividend Drive, Peachtree City, Georgia. Representatives of the City and Consultant shall be permitted to view and review such documents to the extent necessary to complete the audit and any subsequent enforcement proceeding pursuant to the Franchise Agreement, and may take and retain any handwritten or typewritten (i.e., notes typed on a computer or similar device) notes they deem necessary. Such notes shall be deemed within the scope of this Agreement. All documents shall be returned to Comcast at the conclusion of the audit.
8. Any final audit report prepared by Consultant and/or the City that references or is based upon Confidential Information provided shall disclose such information only to the extent necessary to convey essential report information (e.g., as in a compilation or abstract) and the basis of its conclusions and as reasonably necessary in the course of any subsequent enforcement proceeding pursuant to the Franchise Agreement. Comcast shall have reasonable opportunity to review and comment upon the audit report and the City's intended public disclosure of its provisions in advance of any public meeting. Such right of review and comment shall not extend to any subsequent judicial proceeding to enforce compliance with the conclusions of the audit report. Neither the Consultant nor the City shall release any confidential or proprietary information except in accordance with the terms of this Agreement.
9. This Agreement is binding on the Parties, their successors and assigns. No modification of this Agreement shall be effective unless in writing and signed by both parties hereto.

10. Notices hereunder shall be in writing and shall be deemed to have been delivered as of the day they are received when delivered personally, via certified mail, or via nationally recognized overnight courier:

- (i) if to the City: Attention: City Manager, City of Peachtree City, 151 Willowbend Road, Peachtree City, GA 30269.
- (ii) if to Consultant: Attention: _____, at _____ Blvd,
- (iii) if to Comcast: Attention: Andy Macke, 2925 Courtyards Drive, Norcross, GA 300071.

11. Comcast's waiver of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way affect, limit, or waive its right thereafter to enforce and compel strict compliance with every term and condition hereof. The City and Consultant each acknowledge that damages may not be an adequate remedy for any breach of this Agreement, and that Comcast shall be entitled to equitable relief for any threatened or actual breach of this Agreement.

12. This Agreement shall be governed, construed, and enforced in accordance with the laws or the State of Georgia without regard to principles of conflicts of law. Venue for any proceeding shall be in Fayette County, Georgia.

13. This Agreement constitutes the complete agreement between the parties hereto and supersedes and cancels any and all prior communications and agreements between the parties with respect to the disclosure of Confidential Information related to the purpose described herein and the subject matter hereof.

IN WITNESS HEREOF, the Parties hereby indicate their assent this _____ day of 2010.

CITY OF PEACHTREE CITY

By: _____

Title: _____

Date: _____

TROY & DAVIS

By: _____

Title: _____

Date: _____

COMCAST OF GEORGIA/VIRGINIA, INC.

By: _____

Title: _____

Date: _____

COMCAST OF GEORGIA/MICHIGAN, LP

By: _____

Title: _____

Date: _____

City Council of Peachtree City
REVISED AGENDA
December 2, 2010
7:00 p.m.

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Announcements, Awards, Special Recognition**
 - Recognize Financial Services – GFOA Certificate of Achievement for Financial Reporting**
 - Recognize CERT Graduates**
 - Recognize CERT State Competition Team**
- IV. Citizen Comment**
- V. Agenda Changes**
- VI. Minutes**
 - November 9, 2010, Workshop Minutes**
- VII. Consent Agenda**
 - 1. Consider FY 2011 Budget Adjustments**
FY 2011 budget amendments impact the General Fund and several Special Revenue Fund budgets
 - 2. Consider Agreement for Stormwater Pipe Cleaning Services**
Request for approval of one-year renewable contract with All Pipeline T.V. Inc of Hampton
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All new alcohol license applications must be approved by City Council
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Proposed changes to Defined Benefit Pension Plan reflect recent regulatory changes
 - 5. Consider Confidentiality Agreement – Troy and Banks**
In order for City consultant, Troy and Banks, to audit Comcast, City required to sign agreement
- VIII. Old Agenda Items**
 - 08-10-03 Consider Amendment to Traffic Ordinance, Art. III, Sec. 78-92**
Amendment would prohibit registration or operation of gas powered motorized carts after the date to be determined. Gas powered carts registered prior to effective date would receive a grandfathered status.
 - 11-10-12 Consider Resolution of Support – 2010 Fayette County Transportation Plan**
Resolution of support requested from all County municipalities and the Board of Education
- IX. New Agenda Items**
 - 12-01-10 Monthly Reports**
Presentation of new format; report for Keep Peachtree City Beautiful
 - 12-02-10 Consider Employment Agreement for Economic Development Coordinator**
Request to approve one-year renewable agreement with Joseph Grisham
 - 12-03-10 Consider Cancelling December 16 Meeting**
Request to cancel meeting due to lack of agenda items
 - 12-04-10 Consider Moratorium on Pain Management Clinics**
Request to adopt one-year moratorium on issuing and renewal of Occupational Tax certificates for Pain Management Clinics
- X. Council/Staff Topics**
 - Hot Topics Update**
 - Update on Lake Peachtree Usage**
- XI. Executive Session**

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council Members

VIA: City Manager *Bernard J. McMiller*
Assistant Financial Services Director *J*

FROM: Purchasing Agent *me*

DATE: November 29, 2010

SUBJECT: Confidentiality Agreement
December 2, 2010 City Council Agenda

Recommendation:

Staff recommends that Council approve the City Manager to sign the attached Confidentiality Agreement.

Discussion:

In order to allow Troy and Banks (consultant for the City) to audit Comcast, Comcast requires the City to sign the attached. The City Attorney has reviewed and approved this Agreement.

Budget

There is no budget impact.

Attachment

**CONFIDENTIALITY AGREEMENT
BY AND AMONG
CITY OF PEACHTREE CITY
AND
TROY & BANKS (CONSULTANT FOR CITY)
AND
COMCAST OF GEORGIA/VIRGINIA, INC. and COMCAST OF GEORGIA/MICHIGAN, LP**

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WHEREAS, the City has retained Consultant to perform a franchise fee audit (technically defined as franchise fee compliance – agreed upon procedures) of franchise fee payments due from Comcast to the City, and

WHEREAS, conduct of the audit requires Consultant to have access to certain information considered by Comcast to be proprietary and confidential, and

WHEREAS, Section 4.2 of the Franchise Agreement, provides for the inspection and availability of Comcast financial records for the purpose of conducting the franchise fee audit, and

WHEREAS, the City, Comcast and Consultant (hereinafter collectively the "Parties") desire to enter into a working relationship which will permit the review of necessary documentation so that the audit can be completed, while providing reasonable assurances to Comcast that information legitimately considered confidential will not be publicly disclosed,

NOW, THEREFORE, the Parties agree as follows:

1. The purpose of the disclosure hereunder shall be for the sole purpose of permitting the City and Consultant to perform a franchise fee audit of Comcast's cable franchise serving the City. The City and Consultant each agree to use the Confidential Information only for such purpose and only in accordance with the terms of this Agreement.
2. The term "Confidential Information" shall mean and refer to all Comcast confidential or proprietary information, documents, and materials, whether printed or in machine-readable form or otherwise, including, but not limited to, processes, hardware, software, trade secrets, research, know-how, business methods, and procedures relating to and including but not limited to management, products and services, customer service, and internal communication processes and technology tools. While Comcast shall take all reasonable steps to identify and mark all information it considers confidential, Confidential Information shall include all Comcast information that should reasonably have been understood by the Parties, because of legends or other markings, the circumstances of disclosure, or the nature of the information itself, to be proprietary and confidential to Comcast, regardless of whether such information is marked "Confidential."
3. Subject to Section 4 and 5 hereof:
 - (i) The City and Consultant each agrees to use the same degree of care and scrutiny as it would use with respect to its own confidential information, but in any case using no less

than a reasonable degree of care, to avoid disclosure (including, but not limited to, disclosure to the United States government or any agency or department thereof), publication, dissemination, or use of any or all of the Confidential Information obtained hereunder; and

- (ii) Confidential Information will be kept confidential for a period of five (5) years from the date hereof and shall not, without the prior written consent of Comcast, be disclosed by either the City or Consultant, or any of its or their representatives in any manner whatsoever, in whole or in part, except as may be necessary in enforcement proceedings pursuant to the Franchise Agreement. Notwithstanding the foregoing, the City shall afford such Confidential Information confidential treatment to the extent permitted in any subsequent enforcement proceeding, and Comcast may request confidential treatment of such information in any court proceeding to enforce the terms of the Franchise.

4. The City and Consultant each agrees that with respect to Confidential Information it will:

- (i) not use the Confidential Information other than in connection with the franchise fee audit contemplated herein and any subsequent enforcement proceeding pursuant to the Franchise Agreement but will continue to afford the Confidential Information confidential treatment to the extent permitted in any subsequent enforcement proceeding, and Comcast may request confidential treatment of such information in any court proceeding to enforce the terms of the Franchise;
- (ii) reveal the Confidential Information only to its representatives who need to know the Confidential Information for the purpose of performing the franchise fee audit, who are informed of the confidential nature of the Confidential Information, and who shall agree to act in accordance with the terms and conditions of this Agreement or as reasonably necessary to the conduct of any subsequent enforcement proceeding pursuant to the Franchise Agreement; and
- (iii) at Comcast's request, and consistent with any applicable statutory retention requirements, return promptly to Comcast or destroy (and confirm such destruction in writing to Comcast) any and all portions of the Confidential Information disclosed under this Agreement (including copies forwarded to subcontractors and/or agents, except as described below), together with all copies thereof, upon conclusion of the audit and any subsequent enforcement proceeding pursuant to the Franchise Agreement.

The City and Consultant shall be responsible for any breach of this Agreement by its respective representatives under Section 4(ii) above to the extent that it has negligently failed to take reasonable steps to achieve compliance.

5. It is understood, however, that the foregoing provisions in Sections 1, 2, 3, and 4 above shall not apply to any portion of the Confidential Information which:

- (i) was previously known to either the City or Consultant without obligation of confidentiality;
- (ii) is obtained by either the City or Consultant after the date hereof from a third party that is lawfully in possession of such information and is not in violation of any

contractual or legal obligation to Comcast or other third party with respect to such information;

- (iii) is or becomes part of the public domain through no fault of either the City or Consultant or any of its or their respective employees, subcontractors, or agents;
 - (iv) is required to be disclosed by administrative or judicial action or Georgia law provided that the City and/or Consultant as soon as reasonably possible after notice of such action notifies Comcast of such action to give Comcast the opportunity to seek any other legal remedies to maintain such Confidential Information in confidence;
 - (v) is approved for disclosure and release by written authorization of Comcast;
 - (vi) is required to be disclosed to the independent accounting firm that performs peer review of Consultant's firm; or
 - (vii) is required to be disclosed pursuant to a public records act request under applicable law. If the City is requested to disclose the Confidential Information, to the extent provided under law, the City shall provide Comcast with prompt notice of such request so that Comcast may seek an appropriate protective order.
6. All the Confidential Information disclosed to, delivered to, or acquired by either the City or Consultant from Comcast hereunder shall be and remain the sole property of Comcast.
7. Representatives of the City and Consultant shall have reasonable access to all requested documents. The requested documents will be made available for review at the Comcast offices at 306 Dividend Drive, Peachtree City, Georgia. Representatives of the City and Consultant shall be permitted to view and review such documents to the extent necessary to complete the audit and any subsequent enforcement proceeding pursuant to the Franchise Agreement, and may take and retain any handwritten or typewritten (i.e., notes typed on a computer or similar device) notes they deem necessary. Such notes shall be deemed within the scope of this Agreement. All documents shall be returned to Comcast at the conclusion of the audit.
8. Any final audit report prepared by Consultant and/or the City that references or is based upon Confidential Information provided shall disclose such information only to the extent necessary to convey essential report information (e.g., as in a compilation or abstract) and the basis of its conclusions and as reasonably necessary in the course of any subsequent enforcement proceeding pursuant to the Franchise Agreement. Comcast shall have reasonable opportunity to review and comment upon the audit report and the City's intended public disclosure of its provisions in advance of any public meeting. Such right of review and comment shall not extend to any subsequent judicial proceeding to enforce compliance with the conclusions of the audit report. Neither the Consultant nor the City shall release any confidential or proprietary information except in accordance with the terms of this Agreement.
9. This Agreement is binding on the Parties, their successors and assigns. No modification of this Agreement shall be effective unless in writing and signed by both parties hereto.

10. Notices hereunder shall be in writing and shall be deemed to have been delivered as of the day they are received when delivered personally, via certified mail, or via nationally recognized overnight courier:

(i) if to the City: Attention: City Manager, City of Peachtree City, 151 Willowbend Road, Peachtree City, GA 30269.

(ii) if to Consultant: Attention: _____, at _____ Blvd,

(iii) if to Comcast: Attention: Andy Macke, 2925 Courtyards Drive, Norcross, GA 300071.

11. Comcast's waiver of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way affect, limit, or waive its right thereafter to enforce and compel strict compliance with every term and condition hereof. The City and Consultant each acknowledge that damages may not be an adequate remedy for any breach of this Agreement, and that Comcast shall be entitled to equitable relief for any threatened or actual breach of this Agreement.

12. This Agreement shall be governed, construed, and enforced in accordance with the laws or the State of Georgia without regard to principles of conflicts of law. Venue for any proceeding shall be in Fayette County, Georgia.

13. This Agreement constitutes the complete agreement between the parties hereto and supersedes and cancels any and all prior communications and agreements between the parties with respect to the disclosure of Confidential Information related to the purpose described herein and the subject matter hereof.

IN WITNESS HEREOF, the Parties hereby indicate their assent this _____ day of 2010.

CITY OF PEACHTREE CITY

By: _____

Title: _____

Date: _____

TROY & DAVIS

By: _____

Title: _____

Date: _____

COMCAST OF GEORGIA/VIRGINIA, INC.

By: _____

Title: _____

Date: _____

COMCAST OF GEORGIA/MICHIGAN, LP

By: _____

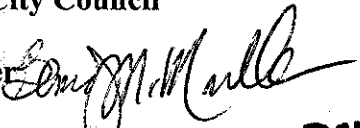
Title: _____

Date: _____

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager 

FROM: Community Development Director **David**

DATE: December 1, 2010

SUBJECT: Resolution for Moratorium on Pain Clinics
December 2, 2010 City Council Meeting

Recommendation:

Staff recommends that Council sign the attached resolution adopting a moratorium on the issuance of Occupational Tax certificates to Pain Management Clinics.

Discussion:

Law enforcement officials in several states have indicated increases in criminal activity in areas where Pain Management Clinics are operating as "pill mills." Staff asks that Council enact a moratorium on the issuance or renewal of Occupational Tax certificates to Pain Management Clinics. The definition for Pain Management Clinics included in the resolution states:

- 2.1. *"Pain Management Clinic" shall mean an entity or business which fulfills all of the following criteria:*
 - 2.1.1. *A privately owned clinic, business, or, office;*
 - 2.1.2. *That is not affiliated with: any facility for the treatment of the terminally ill; or any facility for the treatment of drug addiction; or, any hospice; or any hospital; and,*
 - 2.1.3. *Which employs one or more physicians who are primarily engaged in the treatment of pain by prescribing Pain Medications; and,*
 - 2.1.4. *Which fills or dispenses those Pain Medications either at the same or a different location.*
- 2.2. *"Pain Medicine" shall mean any medicine requiring a prescription and which contains narcotic analgesics or opioids, including, but not limited to, fentanyl, hydrocodone, morphine, or oxycodone.*

Resolution for Moratorium on Pain Management Clinics

December 2, 2010 City Council Meeting

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- 2.3. *A physician is primarily engaged in the treatment of pain by prescribing any Pain Medication when the majority of the patients seen by that physician are written prescriptions for one or more Pain Medications.*

Any person who wishes to open a business or medical practice that will prescribe Pain Medicines and fill those prescriptions either on or off site would be required to provide a signed, notarized statement stating that the business is not a Pain Management Clinic, as defined in the resolution, that is to be submitted with the application for an Occupational Tax certificate.

The moratorium will provide staff with sufficient time to analyze the impact of Pain Management Clinics and to consider whether further regulation is necessary. If approved, the moratorium would be effective at 12:00 a.m. on Friday, December 3, 2010, and would remain in effect until 11:59 p.m. on December 2, 2011, unless terminated by the adoption of an ordinance addressing the issue.

Budget Impact:

The only budget impact would be the loss of Occupational Tax fees associated with new applications for Pain Management Clinics and any renewals of current Occupational Tax certificates.

RESOLUTION No. _____

**A RESOLUTION TO ADOPT A MORATORIUM ON THE ISSUANCE OF
OCCUPATIONAL TAX CERTIFICATES TO PAIN MANAGEMENT CLINICS; TO
REPEAL CONFLICTING LAWS AND RESOLUTIONS; TO PROVIDE FOR
SEVERABILITY; AND FOR OTHER PURPOSES.**

WHEREAS, information received from law enforcement officials in several States indicate that criminal activity increases in areas where Pain Management Clinics operating as no more than "pill mills" are located;

WHEREAS, the Grand Jury in Broward County, Florida, heard testimony and considered evidence concerning the proliferation of such pain clinics in Broward County and South Florida;

WHEREAS, the Broward County, Florida, Grand Jury issued its Interim Report on November 19, 2009, concerning The Proliferation of Pain Clinics in South Florida ("Broward County Grand Jury Report");

WHEREAS, the Broward County Grand Jury Report found that, "In 2007 there were 4 pain clinics operating in Broward County. From those 4 pain clinics in Broward County the number swelled to 66 pain clinics operating in South Florida in 2008. From August 2008 to November 2009 the number of pain clinics opening and operating in South Florida exploded in number from 66 to 176, and the number of pain clinics opening and operating in Broward County increased from 47 to 115. Pain clinics, which dispense prescription drugs on site, dispensed almost 9 million does units of Oxycodone in South Florida during the last months of 2008. 6.5 million Dose units of the 9 million does units were dispensed in Broward County alone." Broward County Grand Jury Report at page 6;

WHEREAS, the Broward County Grand Jury Report reported that the Florida Medical Examiners Commission reported as follows:

Calendar Year	Number of Deaths Detected that were Caused by Lethal Doses of Prescription Drugs	Average Number of Deaths Detected that were Caused by Lethal Doses of Prescription Drugs
2006	2,780	7 deaths/ day
2007	3,317	9 deaths/ day
2008	3,750	10 deaths/ day

Broward County Grand Jury Report at pages 9-10;

WHEREAS, the Broward County Grand Jury Report reported as follows: "The National Survey on Drug Use and Health conducted annually by the Substance Abuse Mental Health Services Administration estimates that in the last 30 days over 5 million Americans used non-medical prescription opioids or narcotic analgesics or pain relievers. In 2005, 11,300,000 Americans age 12 and above had used prescription pain medication in a non-medical use. In 2007, the number increased almost 50% to 16,280,000 Americans. One of the age groups that have shown the highest levels of prescription non-medical use has been young adults age 18 to 25. In 2007, 2,147,000 Americans were first time non-medical users of prescription pain medication." Broward County Grand Jury Report, at pages 11-12;

WHEREAS, the City of Peachtree City has great respect for reputable medical practitioners who are attempting to diagnose and treat pain being experienced by their patients;

WHEREAS, the typical pain clinic which is operating as no more than a "pill mill" has little or no interest in treating pain or the symptom of the pain but is interested in only dispensing prescription pain medication with little or no diagnosis of the "patient". See Broward County Grand Jury Report at pages 19-20;

WHEREAS, the Broward County Grand Jury Report found that "[a] couple of cities in Broward County have attempted to restrict the growing number of clinics in their cities by enacting ordinances to prohibit the location of pain management clinics that dispense narcotic drugs on site." Broward County Grand Jury Report at page 33;

WHEREAS, the typical "pill mill" prescribes and dispenses the Pain Medications on-site;

WHEREAS, the City of Peachtree City has been made aware of numerous news reports describing a "pipeline" of trafficking drugs from pain management clinics in South Florida to users in States such as Kentucky, West Virginia and Ohio;

WHEREAS, prescription drug abuse is becoming a major problem in Georgia and according to the Georgia Drug and Narcotics Agency deaths due to prescription drug overdoses have surpassed those of all other illicit drugs;

WHEREAS, adoption of a moratorium on the issuance of Occupational Tax Certificates to Pain Management Clinics will provide the City of Peachtree City an opportunity to develop ordinances and/ or regulations that address the secondary effects of Pain Management Clinics on residents, businesses, and the community;

WHEREAS, some pain clinics have no interest in the diagnosis and treatment of medical issues or problems that are resulting in pain being experienced by the patients, but are operated solely to write prescriptions for highly addictive pain medications which are then sold by the clinic to the "patient" making such a clinic as no more than a "pill mill"; and,

WHEREAS, this Resolution is intended to provide a moratorium on the issuance of Occupational Tax Certificates to Pain Management Clinics which are operating as "pill mills," and, in light of the Broward County Grand Jury report and other items

submitted to the Mayor and City Council as evidence of a possible health, safety and welfare concern to the citizens of Peachtree City, the Mayor and City Council deems it reasonable to provide for a one (1) year moratorium on the issuance of said Occupational Tax Licenses.

THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of Peachtree City approves the following definitions to be used in this Resolution and the resolution concerning a moratorium on the issuance of Occupational Tax Certificates to Pain Management Clinics within the City of Peachtree City.

1. **Findings of the Mayor and City Council.** The Whereas clauses set forth above are incorporated by reference into this Resolution and represent the legislative findings of the Mayor and City Council of the City of Peachtree City.
2. **Definitions.** As used within this Resolution, the following terms, when capitalized, shall have the meanings set forth here:
 - 2.1. "Pain Management Clinic" shall mean an entity or business which fulfills all of the following criteria:
 - 2.1.1. A privately owned clinic, business, or, office;
 - 2.1.2. That is not affiliated with: any facility for the treatment of the terminally ill; or any facility for the treatment of drug addiction; or, any hospice; or any hospital; and,
 - 2.1.3. Which employs one or more physicians who are primarily engaged in the treatment of pain by prescribing Pain Medications; and,
 - 2.1.4. Which fills or dispenses those Pain Medications either at the same or a different location.
 - 2.2. "Pain Medicine" shall mean any medicine requiring a prescription and which contains narcotic analgesics or opioids, including, but not limited to, fentanyl, hydrocodone, morphine, or oxycodone.
 - 2.3. A physician is primarily engaged in the treatment of pain by prescribing any Pain Medication when the majority of the patients seen by that physician are written prescriptions for one or more Pain Medications.
3. **Moratorium.** The City of Peachtree City declares a moratorium having a duration of one (1) year from and after the adoption of this Resolution on the issuance or renewal of Occupational Tax Certificates to Pain Management Clinics. Any person who wishes to open a business or medical practice which will both prescribe Pain Medicines and fill those prescriptions either on or off site must provide a signed, notarized statement and submit it with the application for an Occupational Tax Certificate to the effect that the business is not a Pain Management Clinic as that term is defined in this Resolution. No Occupational Tax Certificate shall be issued or renewed unless and until this signed, notarized statement is submitted to the City

of Peachtree City. Should the signed, notarized statement prove to be false, the business license shall be revoked.

4. **Purpose of Moratorium.** It is the purpose and intent of this Resolution to promote the health and general welfare of the residents and businesses of the City of Peachtree City. This moratorium is designed to provide the City of Peachtree City with sufficient time to analyze the impact of Pain Management Clinics and to consider whether further regulation of such Pain Management Clinics is necessary.

BE IT FURTHER RESOLVED that the moratorium shall become effective at 12:00 AM on Friday, December 3, 2010, and shall expire no later than 11:59 PM on December 2, 2011 unless otherwise terminated by adoption of an ordinance by the City Council addressing the issue.

IT IS SO RESOLVED, this _____ day of December, 2010.

ATTEST:

Pam Dufresne, Deputy City Clerk

Don Haddix, Mayor

