

**City Council of Peachtree City
Meeting Minutes
November 8, 2012
7:00 p.m.**

The Mayor and City Council of the City of Peachtree City met in regular session on Thursday, November 8, 2012. Mayor Haddix called the meeting to order at 7:00 p.m. Other Council Members in attendance: George Dienhart, Vanessa Fleisch, Eric Imker, and Kim Learnard.

Announcements, Awards, Special Recognition

Proclamation – Be a Santa for a Senior

Proclamation – National Hospice and Palliative Care Month

Proclamation – Wilkes Grove Baptist Church 99th Anniversary

Recognize Jay Hughes for 15 Years of Service

Recognize Clint Murphy for 15 Years of Service

Recognize Chris Hyatt for Lifesaving Award

Recognize Advanced Citizens Police Academy Graduates

Mayor Haddix read proclamations for Be a Santa for a Senior, National Hospice and Palliative Care Month, and the Wilkes Grove Baptist Church 99th anniversary. Macy Ott and Betty Keane accepted the Be a Santa for a Senior proclamation for Home Instead Senior Care, South Atlanta and Madeline Dobbs of Serenity Hospice Care accepted the proclamation for National Hospice and Palliative Care Month. Police Corporal Jay Hughes and Assistant Fire Chief Clint Murphy were recognized for 15 years of service. Police Corporal Chris Hyatt was recognized for his efforts to provide cardiopulmonary resuscitation (CPR) to a car accident victim while waiting for the emergency medical technicians (EMTs) to arrive. Captain Stan Pye recognized the graduates of the Advanced Police Academy.

Public Comment

Keep Peachtree City Beautiful Director Al Yougel reminded everyone about the public shoreline clean-up around Lake Peachtree on November 10, which was part of the 2012 Rivers Alive program clean-up rivers, lakes, and coastal waters co-sponsored by the Georgia Environmental Protection Division and Keep Georgia Beautiful. Yougel noted the clean-up qualified under the community involvement section of the City's Stormwater program.

Agenda Changes

There were none.

Minutes

October 18, 2012, Regular Meeting Minutes

October 25, 2012, Special Called Meeting Minutes

Fleisch moved to approve the October 18, 2012, regular meeting minutes and the October 25, 2012, special called meeting minutes as written. Learnard seconded. Motion carried as noted.

Monthly Reports – Facilities Bond Financial Update

Learnard commented that staff was working hard, and she had heard comments from citizens regarding the fields at Braelinn and the condition at the tennis court at Bluesmoke. She had no problem with waiting for the next report until January.

Consent Agenda

- 1. Consider Alcohol License – NEW – Due South Southern Cuisine, 302 Clover Reach**
- 2. Consider Appointment of Municipal Court Judge – Stephen Ott**
- 3. Consider Appointment of Judge Pro Hac & Solicitor Pro Hac – James Dalton & Robert Stokely**

4. Consider Purchase of Portable Radios for Fire Department
5. Consider Budget Adjustments
6. Consider Sole Source Vendor for Installation of Lining on Existing Burn Building –
High Temperatures Linings, Inc.

Learnard moved to approve Consent Agenda items 1 – 6.

Dienhart asked if there were any other vendors that could supply the lining for the burn building (Item #6). Murphy said High Temperatures Linings was the only company that made the lining, and it had also been the sole source in 2007. The company invented the refractory concrete used for the tiles, adding it was an interlocking system, and nothing else was compatible.

Fleisch seconded. Motion carried unanimously.

Old Agenda Items

10-12-09 Public Hearing – Consider Amendments to Article IX, Section 908, of the Ordinance to Establish Regulations for Mobile Food Trucks

Planning and Zoning Administrator David Rast addressed Council, saying the proposed amendment was to Section 908 of the Zoning Ordinance, which was the section addressing accessory uses. Staff had looked at ordinances from other jurisdictions and had reviewed the proposed ordinance for mobile food truck lots with the Atlanta Food Truck Coalition. On October 22, 2012, the Planning Commission approved with the proposed ordinance 4 – 1, with the recommendation Council approve the ordinance with the condition that the food trucks must be operating a business within the City limits. Rast said staff did not support that change, adding it was up to Council to make the decision to include the recommendation.

Rast continued that the proposed ordinance was similar to the Farmer's Market protocol that was in place and was suitable for this type of activity in Peachtree City. Staff recommended approval of the ordinance without the change recommended by the Planning Commission.

Haddix opened the public hearing.

Jimmy Daniel, owner of Grazing Here, said he was biased as the owner of a food truck. Food trucks were different for every city. They were a convenience for large cities, but in smaller cities, they were a great incubator for people who served great food not found in corporate chains. He supported the amendment to the zoning ordinance.

Trisha Stearns, Farmers Market and Community Garden coordinator, said the Grazing Here truck was a vendor at the Farmers Market. She continued that she had researched having others come for a special event. She said the restaurant caveat shot the program in the foot. The City should carefully qualify the food trucks that participated on their quality, freshness, and other permits, adding it would be difficult for the locally-owned businesses to also operate a food truck. She encouraged Council to approve the ordinance without the restaurant caveat.

Mike Murtaugh, TCBY owner, said he was in the middle. He had a food truck per se he used for special events. If Council adopted the ordinance with the restaurant caveat, he asked that fees for owners of existing businesses be exempt from fees for the food trucks as they already paid occupational taxes and other fees.

The public hearing closed.

Dienhart said he was 98% in favor of the proposed ordinance. Requiring the food trucks to have a bricks and mortar operation in the City killed the whole thing. He asked whether an existing restaurant participated with a food truck would have to pay twice.

Rast said the fees had not been adopted yet and would be adopted by Council as part of the City's fee schedule. Staff was looking at nominal fees based on other fees in the City, as well as what other cities had in place. The fees would mainly cover the staff time that was required. Currently, TCBY was the only restaurant that could qualify for an exemption or waiver. The structure of the ordinance was so two to five trucks could operate at any one time, not necessarily at a special event, and food trucks would be allowed under the special event permit with a different fee structure. Rast had no issue waiving fees for local businesses.

Fleisch clarified that, under the special events permit, food trucks would be allowed at a tournament at the Baseball Soccer Complex (BSC), as long as they were part of the special events packet. Rast said that was correct. Staff would still have the internal review that was held now, but it would be handled separately because it was part of an event instead part of Food Truck Monday.

Imker said he had concerns about hurting existing restaurants. He referred to the proposed ordinance, noting the trucks would be limited to General Commercial (GC), Office Institutional (OI), Light Industrial (LI) and Limited Use Industrial (LUI) areas, so they would not be in residents' communities. The Farmers' Market and the Industrial Park would be eligible areas, asking if it could be done in the Wal-Mart parking lot. Rast said the food trucks could only be located on private property under the proposed ordinance, and they must have the property owner's permission. Imker asked if the trucks could be located on City recreation areas, such as Drake Field. Rast said not the way the ordinance was written, but they could under the Special Event permit process.

Imker clarified that the trucks could only set up in the City two days a week for six hours each day. He questioned the rationale for that, adding employees at an industry might expect a truck to come everyday. Rast said that recommendation was based on information from the Atlanta Food Truck Alliance. Most of the ordinances/regulations from other cities allowed the food trucks to set up on public streets, but staff did not feel that was appropriate for the City, so staff looked at the Farmers' Market model with limited times regulated by ordinance and agreements. Staff felt two days a week would help to not burden or take business away from local businesses. They did not want a carnival in a parking lot every day.

Imker said that was one of the concerns he had received from citizens when the issue was first discussed, and he did not see that happening with the way the proposed ordinance was written. Imker continued that he understood fees would be addressed later. Another subsection in the proposed ordinance addressed lights on the food trucks, and there would be no flashing, blinking, or strobe lights. He was also concerned about the potential harm to existing restaurants. Imker proposed a six-month trial period, and for staff to come back to Council at the five-month point, April 13, 2013, to give feedback. He did not want restaurants shutting down because of food trucks.

Dienhart said, if he owned a local business and was concerned about the effect of the food trucks on it, he would have attended the meeting. No local restaurants were there. Six hours a day two days a week should drive anyone out of business. It was not Council's job to get in the way of entrepreneurs. It was Council's jobs to enable people and create jobs where they could. This was something unique and different, and there were not a lot of bad things about it. Imker

said a review in six months would give Council an option to rescind the ordinance. Dienhart had made a lot of assumptions.

Fleisch asked if most of the food trucks would be local. Rast said they would not. Fleisch said local residents built bricks and mortar establishments. Dienhart said the vendors might move to the City after operating their trucks here. Fleisch did not think that would happen if they were operating in the City one day a week.

Learnard said there was a momentum she liked with the Farmers Market and Community Garden. The food trucks were similar to a block party spirit. If they were in a location on a certain day and time, then residents would load up their families on the golf cart and patronize them. During her research, she found that Smyrna had Food Truck Tuesday, 6:00 – 9:00 p.m., in a city park. People on a golf cart might enjoy that. A six-month review made sense, but this might not be something that went year-round. It might be best to wait for a new season to have a trial period since winter was approaching. She thought the concept would be a lot of fun. She asked if the trucks could be located at Drake Field on Fridays from 5:00 – 8:00 p.m. Rast said that could not happen under the proposed ordinance, but could happen under the Special Event permit. Privately-sponsored events were allowed twice a year, and City-sponsored events could be held four times a year. Learnard said some of the larger industrial companies might welcome the food trucks. Rast added that Daniel had spoken to tenants in the Industrial Park and Westpark that were interested. Rast said, personally, he would like to see some City facility locations identified, but more privately-organized events on privately-owned property would come under the proposed ordinance.

Dienhart asked what the months of operation were. Daniel said they operated during good weather, typically starting in mid-April and shutting down around Thanksgiving.

Learnard said she supported staff's position, and she did not think there was a need to limit it to restaurants in the City. She did not think that was how it worked. The trucks were out there going to other cities, and the question was whether the City wanted to allow them to come here.

Haddix said he supported the ordinance without the Planning Commission's restriction. He said they needed to look at Murtaugh's suggestion regarding fees for any local businesses that participated. To get a full pattern of operation, there needed to be a review in one year rather than six months. The City could possibly add Drake Field as a location later on after seeing how things went. Fleisch noted that dogs were allowed off-leash at Drake Field. Haddix added if the ordinance was approved, it would need to be forwarded to the Fayette County Board of Health for review. Rast said he had been working with Robert Kurbes of the Fayette County Health Department, and that was the next step.

Imker said he agreed that it should not be limited to restaurants in the City. He changed his stance on the trial period, saying that, in a year or so, if the food trucks appeared to be harming the City, then Council could re-address the issue. He withdrew his request for the six-month trial period, with a report in five months.

City Attorney Ted Meeker reminded Council the proposed ordinance was an amendment to the zoning ordinance, and there was a procedure to follow. Fleisch said she would like a report in six months. Dienhart said he would like some warm weather information for comparison. Fleisch suggested a report in nine months.

Learnard moved to adopt the proposed amendment to Section 908 to include staff recommendation. Dienhart seconded. Motion carried unanimously.

New Agenda Items

11-12-01 Public Hearing – Multi-family Moratorium

Public Information Officer/City Clerk Betsy Tyler addressed Council, noting the moratorium on multi-family use had been in place for a number of years. Anyone interested had to first ask Council to lift the moratorium before discussing a possible project with staff or applying for rezoning. The moratorium had to be voted on each year.

Haddix opened the public hearing. There were no comments. The public hearing closed.

Imker moved to extend the multi-family moratorium rezoning requests. Fleisch seconded. Motion carried unanimously.

11-12-02 Consider Amendment to Alcohol Ordinance – Growler Sampling Permits

Tyler reminded Council that Gremlin Growler owner Glenn Gresham had asked Council to amend the alcohol ordinance to allow beer tasting at a recent meeting, which would be similar to the ordinance amendment approved one year ago for wine-tasting events. The proposed ordinance would allow dealers with a package sale license to sell or give samples of beer under specific circumstances. Gresham had done a good deal of research on what other cities had done, and staff compared that to the City's wine tasting ordinance to come up with the proposed amendment. It would be a growler sampling permit for craft beers in growler form. The amount for one person would be limited, making the amount to truly a sample. A one-time \$150 fee would be paid, which was the same as for a change to an alcohol license, and the same fee for a wine-tasting permit. Tyler pointed out the samples would be limited to no more than two-ounces, and a person could get no more than four samples in a day.

Imker asked if there was any other terminology than growler that should be used. Gresham said there was no other terminology. Tyler added that was one of the reasons the proposed amendment was so long since growler and other terms were defined. Haddix asked if the term was accepted in the industry. Gresham said it was. Meeker added the Department of Revenue also used the term growler.

Learnard moved to approve the amendment to the alcohol ordinance for growler sampling and to set the fee as recommended. Fleisch seconded. Motion carried unanimously.

11-12-03 Consider Initiating Text Amendment to Permitted Uses within Zoning Ordinance

Rast said a local business owner wanted to relocate his salon business from Dividend Drive to Clover Reach. The business was currently located in General Industrial (GI) zoning. When the business opened, retail businesses were permitted in within GI zoning as long as they were incidental or supported the uses in the Industrial Park. The property they want to move to was zoned Light Industrial (LI). In 2008 – 2009, Council had looked at the zoning ordinances and identified uses specific to each zoning district. They had removed the retail component entirely from GI, but had left some home improvement retail in LI.

Rast asked Council which way they would like to proceed. The text to the LI ordinance could be amended to add barber or beauty shop. The proposed amendment had been advertised for public hearing at the November 12 Planning Commission meeting, and the public hearing before Council would be held on December 6. Concurrently, the business owner had turned in a rezoning application for the My Gym property on Clover Reach.

Rast continued that the specific property in question was located in the Clover Reach Business Park. When the area was developed, The Avenue was the site of Hi-Brand Foods. The parcel had been zoned LI since 1980. The tract that was an appendage to The Avenue had been rezoned to Limited Use Commercial (LUC). There was a hodge-podge of uses and businesses. Clover Reach had been identified as an employment center and possibly as a redevelopment area in 2008 and 2009 during the work on the Comprehensive Plan.

Imker said he was looking for the pros and cons of making the change. Rast said, if the property was rezoned, there would be a commercial property in the middle of an industrial area, which was spot zoning. There was commercial in the vicinity, but it did not adjoin the tract. Imker said that would be a negative to rezoning. Rast said yes. He continued that the text amendment would open up the area for additional uses. The property in question had been an indoor children's gymnasium, which had failed, then a Christian academy, which had also failed. The building had been vacant two or three years. The day care facility property located immediately south of the tract had also been vacant for several years. This was the only area in the City zoned LI. Imker asked whether any current LI businesses in the area were against amending the uses. Rast said they were not.

Learnard said she supported helping getting the business going, and the text change was the most appropriate and streamlined way to do it.

Haddix disagreed, saying the LI zoning should be left as it was. The reason the salon owner wanted to relocate to this property was because it was cheap. There were commercial properties for sale in the City that would work for the salon. This particular area struggled with this genre of businesses. He did not want to turn the property over just because it would be more affordable. He saw the text amendment opening a can of worms with more commercial businesses wanting to do the same thing. Council could not say yes to one and deny the rest.

Dienhart said the text change applied to the whole area, so someone could come in and open another commercial business. It was not Council's job to get in the way, but it was Council's jobs to enable them to create jobs and a larger tax base. Haddix said it was throwing the zoning out the window. Dienhart said it was fixing the zoning and getting a successful business on an empty property.

Haddix said retail businesses were the ones that struggled, the ones that needed for traffic flow, asking what the point was of zoning. The purpose of zoning was to control locations and growth. He noted the Three Dollar Café property had been empty for years, as well as others, that were already zoned commercial. Dienhart said different financial models were successful in some places and not in others. He was not sure a former restaurant could be refitted for a salon. He reiterated the City should get out of the businessman's way and let him create some jobs.

Fleisch asked why the changes were made to the uses in 2008. Rast said LI (called Limited Industrial at that time) zoning had a clause that permitted retail businesses provided such business was incidental to a permitted use or was primarily intended to serve a commercial need of the uses permitted in the LI zoning district. It was a very open-ended use description. General Industrial (GI) allowed any use permitted in LI depending on the lot size, which opened the entire Industrial Park to more retail uses. There had been karate and dance studios leasing space in the Industrial Park, which provided the large, open spaces needed for the uses, but the properties did not have sufficient parking or lighting. There were conflicts between businesses, especially with children assembling next to a warehouse operation. The City wanted the GI

zoning for larger industrial uses, with LI for support uses, noting that LI allowed shipping and receiving, furniture repair, and cabinet shops.

Haddix said many of the uses in LI were noisy, and the use needed to be preserved. There was already so much commercial space; he saw no reason to add to it.

Fleisch pointed out the doctor's office in the area, which were normally zoned Office Institutional (OI) or General Commercial (GC), asking if they should vacate their property, then the next business to move in should conform to the LI zoning. Rast said medical offices were allowed in GI and LI zoning, but were typically in OI and GC zoning, adding that the particular doctor's office had been in that location for a long time.

Imker said it was a simple choice – either advocate continued vacancy or entrepreneurship and get a business in the area. They should have a shot at it; and he was not prepared to advocate continued vacancy.

Learnard moved to direct staff to move forward with the text amendment allowing the use of a barber shop or salon in LI zoning. Imker seconded. Motion carried 4 – 1 (Haddix).

11-12-04 Consider RFP for Probation Services – Professional Probation Services

City Manager Jim Pennington said six companies had responded to the request for proposal (RFP) for probationary services for Municipal Court. The panel recommended Professional Probation Services. The City had been using Providence, and he supported the recommendation for Professional Probation Services.

Imker moved to approve the RFP from Professional Probation Services. Fleisch seconded. Motion carried unanimously.

11-12-05 Consider Mechanical Systems Maintenance Agreement – Shumate Mechanical

City Engineer Dave Borkowski addressed Council, recommending Shumate Mechanical for the mechanical systems maintenance agreement for 2013, with three optional renewals, and to brand name Shumate for non-routine items such as heating, ventilation, and air conditioning (HVAC) system replacements and non-warranty part issues. Two proposals were returned, and Shumate returned the cheaper proposal, and they were very well qualified. Shumate was one of three Trane certified installers in the state, as well as having extensive knowledge of the systems in the City. Shumate had held the contract since 2009. Shumate supplied the required labor costs and fees for the non-routine maintenance items, and they were acceptable for the brand-name purpose. Funds were available in the FY 2013 budget.

Dienhart asked what the "brand name" part of the agreement meant and what kind of projects those would be. Borkowski said, for example, if one of the units at the Library or City Hall needed replacement, the brand name enabled staff to go to them for replacement of the unit without going out to bid. Dienhart asked how much that would be – low and high. Borkowski said there was a wide range. Pennington added that the Trane system was bid out and put into operation several years ago, so the City had an automated system that Shumate had installed, adding whoever got the agreement had to be Trane certified. Dienhart said he did not support either a brand name or no bid process.

Community Services Director Jon Rorie said Shumate had done the last two big projects (Tennis Center and The Gathering Place), and the cost had hovered around \$30,000 each. Dienhart said those were fairly good-sized contracts, but the City could probably get a better price by

bidding out the projects. Rorie said it was a bid process in that the "cost plus" process was used. All the Trane providers in the state could have bid. Dienhart said there were three certified Trane providers in the state. If there was a massive failure and the City had to replace system after system, there should not be a no-bid process. The City needed to make good decisions now to be prepared to make the right decision when the time came. No bid contracts rarely were the right decision.

Learnard said she was confused, adding she thought the agreement was for preventative and routine on-call maintenance services, not capital expense. It was not about purchasing new.

Pennington said the replacement of the majority of the City's HVAC systems several years ago was a comprehensive project. The project was financed, and had been recently refinanced.

Fleisch clarified this was part of the energy performance project, but not all the HVAC systems were replaced. She asked if the Recreation Administration Building renovation would fall under this agreement, asking if all new units would be purchased under this agreement. Borkowski said they would, and the Tennis Center, Gathering Place, and Rec Admin would be covered since those buildings were not part of the original program. Shumate had provided very reasonable rates, and the City could have Shumate replace the system in one of the facilities without going out to bid or RFP for the equipment. Fleisch asked if there was any guarantee on Shumate's work. Borkowski said if Shumate installed the equipment, then the maintenance would fall under the service agreement.

Learnard clarified that they were discussing replacing out equipment with new equipment. Dienhart said there was potential for a no-bid contract under this situation. Learnard said Shumate had provided those costs, noting their rates were half of the other company's. Dienhart said the City should not "no bid" something as expensive as an HVAC replacement system. Meeker said there were two components to the RFP – maintenance and name brand, clarifying that Dienhart's concern was with the "brand name" component.

Haddix said the replacement of the energy systems made a big difference, but it had been a very extensive process. Financial Services Director Paul Salvatore said it had been. He continued that timing was the issue many times when the air went out. Shumate would risk a lot of business if they gouged the City on prices. Dienhart said he was not saying the company would gouge the City, but competition might bring in a better cost, and he did not want to see another no bid situation. Pennington added that, not matter what was done, it was wiser to have someone on call and under contract with specific requirements and specific costs. Dienhart said he had no problem with the maintenance piece of the contract, but when a major piece of equipment failed, he did not want a no bid situation.

Borkowski explained the "brand name" part of the agreement was more for Shumate's installation services than the equipment, saying the City would not give them a blank check for a \$50,000 piece of equipment.

Learnard said Dienhart's concern was the cost to replace that \$50,000 piece of equipment and if it was part of the agreement. Borkowski said Shumate had given the City the specific cost of their fee. The price for the equipment would be what it was going to be. The brand name was for the maintenance and installation. Learnard said she was referring to the piece of equipment.

Borkowski said maintenance and installation was what staff asked to be brand named. The cost for equipment would vary. Staff would have to look for competitive pricing on the equipment. Dienhart asked if it was possible the City would have to pay \$50,000 for no bid work if the agreement was approved. Borkowski said installation services could be very expensive.

Learnard said there would be competitive bidding on the equipment. Borkowski said yes, adding he might not have explained the process very well. Staff was asking Council to approve cost plus for installation of new equipment. Borkowski said cost plus was the cost of the equipment plus the fee to install it, which could be substantial when talking about the whole system for the Library or City Hall.

Fleisch asked what brand the new units for the Tennis Center and Gathering Place were. Rorie said the systems were replaced with Trane units, and they had been added to the current agreement. Fleisch asked if the City needed a certified company like Shumate to keep the warranties valid. Rorie said yes, and part of the problem was there was a hodge-podge of systems throughout the City, and one of the goals should be to streamline that. Rorie continued that, for the cost plus piece, there would always be a profit for the seller in any equipment the City bought. He believed the cost plus was 10% over the cost of the equipment, which was very competitive. Staff had gone through a competitive bid process to get to this point.

Fleisch asked if the Tennis Center and Gathering Place HVAC replacements had been bid out. Rorie said they were, but this agreement had not been in place. Fleisch asked if something had failed would it have still been bid out. Rorie said there was a provision in the ordinance for emergency repairs and replacement. It took two and one-half months to get a unit replaced at the Tennis Center because this type of agreement was not in place.

Learnard said this was an industry standard, and she supported it. There was a level of responsiveness and professionalism. It had already been competitively bid.

Dienhart said he did not like that part of the agreement, and he would vote against it. Staff had done a great job putting it together, but he did not like that one particular piece. Fleisch said it would be good to have more things under warranty and a service agreement throughout the City. Dienhart said his problem was not with Shumate, but the process. Pennington said the HVAC was not the only area where staff wanted centralized maintenance agreements.

Imker clarified the award was for \$120,000 plus for calendar year 2013 or \$10,000 per month, whether they came out 20 times a month to service equipment or 50 times. Borkowski said that was correct, adding if there were problems with a piece of equipment, Shumate would come out as many times as needed. Imker continued that the HVAC systems were replaced in 2006 for \$1.25 million, which was recently refinanced with the Facilities Authority bond to a 2% interest rate.

Imker was concerned with the firm fixed price and cost plus. Cost plus was generally used for development when the outcome was not known. This was not a job where the contractor might fail, so it sounded more like a fixed price-type contract. There was also a 5% increase each additional option year. He wanted to ensure it was not automatically approved for the optional first year. Meeker said there was an automatic rollover provision where the City could only get out of the agreement by giving notice. Imker said those were automatic unless Council took action. In 2014, he wanted to be advised so a letter could be sent and the contract could be re-bid to a fixed price contract. Service agreements should not be cost plus. There was no risk in this kind of work.

Fleisch asked if the City had gotten bang for its buck by using Shumate since 2009. Borkowski said the City was definitely getting what it was paying for, especially with all the work required with the new Kedron bubble. Shumate had gone above and beyond what was expected.

Imker asked that a pdf of the contract terms where it stated what would be serviced be sent to Council to assure it was a real value.

Learnard moved to approve awarding the mechanical services agreement to Shumate Mechanical. Fleisch seconded. Motion carried 4 – 1 (Dienhart).

11-12-06 Consider Reclassification of Position at Amphitheater

Human Resources and Risk Management Director Ellece Brown explained the request was to replace two positions (part-time box office manager and sales & marketing coordinator) at the Fred with one (sales & marketing assistant/box office coordinator). She continued that Amphitheater Director/CVB Executive Director Nancy Price and her team had operated the box office with a seasonal part-time position and also had a full-time sales & marketing coordinator, who had recently resigned. Price believed combining the two positions would be better and more efficient. The peak time for group sales was during the off-season for The Fred. The position was sent to the Mercer Group for evaluation, and came back with a recommended a salary grade level of 276. The additional cost per year would be \$1,873, which would be reimbursed to the City by the Convention & Visitors Bureau (CVB).

Learnard moved to approve eliminating the part-time box office supervisor and sales & marketing coordinator and replacing with the sales & marketing assistant/box office coordinator per the Council packet. Fleisch seconded. Motion carried unanimously.

Council/Staff Topics

Hot Topics Update

Pennington noted the "maze" in the City Hall lobby, saying it would be there during the Occupational Tax and Alcohol License renewal season. It would be the most difficult year ever with the Systematic Alien Verification for Entitlements (SAVE) and E-Verify requirements. Most of the Administrative Services staff would be dedicated to the process for the next three months or so, and staff was already fielding calls from very upset individuals. People had to personally come in. Other things might slow down in the meantime. Finance was also running behind on some things. A number of items going out for bid had to be rescheduled, and staff also had to go through the SAVE and E-Verify process for all the City's vendors. Staff was moving ahead.

Imker said this was the result of mindless pencil-necked bureaucrats in Washington who had no idea of the impact on the local level. He did not want staff going out of the way to ensure every box on a form was filled in. He asked how many businesses there were. Tyler said there were 1,800 business, 2,500 vendors, and just under 100 alcohol licenses.

Learnard said there was a state component, and she had spoken to State Representative Matt Ramsey, who was looking at tweaking the legislation where possible. She needed enumeration of what it was costing the City and the taxpayers. Pennington said staff was putting the information together.

Dienhart said it was a perfect example of government getting in the way of business. Imker added the intent was valid, but the implementation was screwed up.

Pennington said he had an item for the December 6 agenda, adding that in the past, the City had closed on Mondays when Tuesday was a holiday. He recommending closing on December 31, and it would be on the agenda for the next meeting.

Fleisch noted that a Boy Scout troop would be taking canoes to the silt island in the Lake Peachtree and clean it up. Public Services Director Mark Caspar and Police Chief H.C. "Skip" Clark had checked it out and found a lot of trash. She also thanked the Police Department for collecting items for the victims of Hurricane Sandy.

Imker referred to Consent Agenda Item #6 and the fact the funding had come from the Facilities Authority bond, but he did not see it on the list, asking if it was covered somewhere else. Salvatore said it was called the training facility on the list, not the burn building. Salvatore said there was \$12,000 left in the line item after awarding the bid.

Executive Session to Discuss Settlement of Claim against the City by Mayor

Imker moved to enter into executive session to discuss settlement of the claim against the City by the Mayor at 8:56 p.m. Fleisch seconded. Motion carried unanimously.

The regular meeting reconvened at 9:27 p.m. Laurel Henderson, outside counsel for the City in the lawsuit, asked Haddix to recuse himself from this part of the meeting and to step away from the dais. Mayor Pro-tem Learnard took the chair and called for a motion.

Consider Proposed Settlement Agreement Regarding Claim against City by Mayor

Fleisch moved to approve the settlement agreement regarding the claim against the City by the Mayor. Dienhart seconded. Motion carried 4-0.

Learnard said restoring Haddix's pay was the fiscally responsible thing to do, adding the Mayor had made it clear he would carry through with his lawsuit, the cost of which could get in six figures. She was confident the City would have prevailed, but she wanted to protect the taxpayers.

Imker agreed with Learnard, saying he wanted to protect the City and the taxpayers. Dienhart also said his decision was strictly fiscal. Fleisch said there were no winners in this situation, including the people Council served.

Consider Payment of Outside Counsel to Represent City in Claim against City by Mayor

Learnard turned the gavel over to Haddix.

Imker move to approve payment of outside counsel to represent the City in the claim against the City by the Mayor. Learnard seconded.

Haddix noted that the wording should be payment for the representation already provided to the City. Imker withdrew his motion. Learnard withdrew her second.

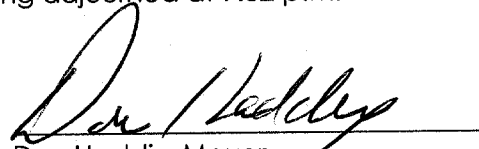
Henderson said the motion should be to pay outside counsel for representation of the City in the claim against the Mayor.

Imker moved to approve payment to outside counsel for representation of the City in the claim against the City by the Mayor. Learnard seconded. Motion carried 4-1 (Haddix).

Haddix asked if another executive session was needed. Meeker said an executive session was on the original agenda, but was not reflected on the revised agenda. There would need to be a special called meeting to discuss some items.

There being no further business to discuss, Imker moved to adjourn the meeting. Learnard seconded. Motion carried unanimously. The meeting adjourned at 9:32 p.m.


Pamela Dufresne, Deputy City Clerk


Don Haddix, Mayor