

City Council of Peachtree City
Agenda
August 2, 2012
7:00 p.m.

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Announcements, Awards, Special Recognition**
 - Proclamation for National Payroll Week**
 - Swearing In – Officer Justin Mobley**
 - “Saved by the Belt” Presentation – Chelsea Turner**
 - Presentation to DARE Program by Kiwanis Club of Peachtree City (TENTATIVE)**
 - Presentation to Becky Kimble from Local Veterans Groups**
- IV. Public Comment**
- V. Agenda Changes**
- VI. Minutes**
 - July 12, 2012, Workshop Minutes**
 - July 12, 2012, Regular Meeting Minutes**
- VII. Consent Agenda**
 - 1. Consider Letter Notifying Safebuilt of Termination of Agreement for 2013**
 - 2. Alcohol License – NEW – Walgreens, 100 S. Peachtree Parkway**
 - 3. Consider Police Department Mutual Aid Agreements – Fairburn, Newnan, Senoia, Tyrone, Fayetteville, Fayette County, Coweta County**
- VIII. Old Agenda Items**
 - 06-12-01 Discuss Request from Resident to Consider Selling a Portion of Platted Greenbelt**
Request from Council Member Learnard to reconsider resident request to purchase 515 square feet of City-owned greenbelt for improvements to the back yard
- IX. New Agenda Items**
 - 08-12-01 Consider Amendment to Purchasing Ordinance**
Amendment would raise the sealed bid requirement from \$10,000 to \$25,000
 - 08-12-02 Consider RFP for IT Support Services**
Three-year contract for IT Support Services
 - 08-12-03 Public Hearing – FY 2012-2013 Budget**
 - 08-12-04 Consider Bid – Façade Recoating/Restoration**
Bid for periodic recoating/resealing of the Library and Fire Stations 81 & 82
 - 08-12-05 Consider Ordinance Amendment – Parking on Stevens Entry, Prime Point, and Petrol Point**
Amendment proposes prohibiting parking on both sides of these streets (north of SR 54)
- X. Council/Staff Topics**
 - Hot Topics Update**
- XI. Executive Session**

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

City Council of Peachtree City
Budget Workshop Minutes
July 12, 2012
6:00 p.m.

The Mayor and City Council of Peachtree City met in workshop session on Thursday, July 12, 2012, at City Hall. Mayor Don Haddix called the meeting to order at 6:00 p.m. Others attending: Vanessa Fleisch, George Dienhart, Kim Learnard, and Eric Imker.

City Manager Jim Pennington noted that Financial Services Director Paul Salvatore was en route from New York and would not be attending. Pennington continued that staff had presented the City Manager's Recommended Budget, and Council had requested another workshop for additional discussion.

Haddix noted that Imker had a list of requests and recommendations and asked him to reserve 20 minutes at the end of the meeting for discussion.

Imker said Council had received their budget books in mid-June, and he had been working with Salvatore since that time. He had found a change that was disturbing in the five-year model. At the end of the model (FY17), there had been a reserve balance of 24%, which was \$1.3 million above what the policy required. Two weeks later, the model had dropped to \$0.5 million, which was a significant change due to an error. He noted they were still in the positive. Dienhart asked if it was an error or if something had changed. Pennington said new information had come in. Imker asked if staff could provide a more complete explanation at the next workshop.

Imker said, based on that reduction, he began reviewing all the budgets to see what requests seemed reasonable and where he had questions.

In the Non-Divisional items, Imker noted the contingency of \$45,000, and he suggested dropping that to \$30,000 or \$15,000.

Imker felt there could be reductions in the Mayor and Council Education and Training budget and the Mayor and Council Salaries. Haddix noted that any funds removed from the salaries would have to be readded.

In the City Manager budget, Imker recommended dropping the dues, fees, education & training line item to \$15,000, which was the expected total FY 2012. He also asked staff to look at the Administration Operating Supplies. Under City Clerk, he indicated a desire to eliminate the Laserfiche Support (\$5,000 annually) and get rid of the program.

Imker then asked, at the next workshop, to get a definitive number of new full-time and part-time positions being requested.

Imker asked Finance and Purchasing to reduce their respective Education & Training line items to \$10,000, the amount expected to be used in FY 2012. He noted that there could be a duplicate item in the Information Technology budget, \$20,000 for software purchased in FY 2012.

Imker then asked that the Police Department find \$60,000 to cut from their budget to cover the annual cost of financing their document imaging system. He indicated that, if they could only

find \$30,000, he would support delaying the document imaging system until mid-year. If no cuts were found, he would support postponing the system until FY 2013.

Dienhart asked what the savings would be to get rid of two cars and replace them with motorcycles. Imker said 10 vehicles were identified in the Police Department budget (one CID car, eight patrol vehicles, and one motorcycle). He continued that Police Chief Clark had tentatively agreed to give up a car for a motorcycle at a savings of \$50,000, which did not count toward the \$60,000 he was asking him to find for the records management system.

Imker continued that, while he agreed with Fire Chief Ed Eiswerth that each the department's apparatus needed two people at all times, he was still asking the department to find \$50,000 in cuts. Imker was not asking for any changes in the Emergency Medical Services budget.

For Public Works, Imker said he wanted to understand why no funds were programmed for path resurfacing in FY 2013. Even so, the budget went from \$4 million in FY 2012 to \$4.5 million in FY 2013. Imker said he wanted to understand why and that he needed that information before he could recommend cuts in the budget.

Fleisch noted that the deferred maintenance of City facilities was being put back in the budget to avoid future long-term problems.

Imker then turned to Recreation, which had a \$1.6 million budget (excluding Kedron, Gathering Place, and Library). He said Kedron's budget was \$647,000, which was an increase of \$30,000, but he did not see a need to challenge it. He added that half of the money paid out for Kedron came back in revenue from the facility. Imker said the Gathering Place budget of \$200,000 covered the contract with Fayette Senior Services, and did not need to be changed. He asked that the Library find \$25,000 to cut from the \$1 million budget. Imker suggested that the savings come from the Book and Video Purchases line item of \$140,000. He recognized that they wanted to purchase and replace materials, but felt Peachtree City was subsidizing several other area libraries that were not spending as much.

Imker said he had no changes to suggest for the Building or Planning Departments.

Imker concluded that his suggestions totaled a \$200,000 savings in the proposed budget.

Learnard said that she might not agree with every recommendation, but as taxpayer and hearing that government needs to live within its means, she appreciated his work. She noted that Peachtree City was close to the tipping point for those who wanted to preserve public safety.

Haddix said, every year, they took a "scrub and Band-Aid" approach to the City's budget. He said the City needed to perform a needs assessment, evaluate priorities, and establish the budget in that manner. He added that he was still doing due diligence regarding the salary reduction imposed upon him by Council.

Dienhart said needed to hear from public safety regarding the recommendations. His understanding was that the Police Department needed records software. Imker's challenging them to find savings was great, but Dienhart did not want to see the City hit the tipping point Learnard mentioned, when public safety began to decline.

Learnard said the ultimate goal was a balanced, sustainable budget with no use of reserves. They were on target to reach that goal in 2017.

Fleisch said she was interested in obtaining input from Library Administrator Jill Prouty on the Library, knowing that they served a large area. Fleisch said she wanted balance in what residents had to pay. She had not been surprised by the increases in the Public Works and Buildings & Grounds budgets because of the neglect that had been ongoing. She was concerned about putting pressure on the Police Department during this economy, noting the previous year's exercise of 10 cars versus nine cars.

Haddix said postponing the records software for a year was a good example of Band-Aids, and was postponing a problem or expense while not getting rid of it. The projected balanced budget by 2017 still could be overly optimistic, based on the revenue projections in the intervening years and the ongoing state of the economy.

Imker said he had asked departments the previous year for about \$0.5 million in cuts from the proposed budgets. Over the course of FY 2012, almost \$400,000 of those cuts had been reinstated. Imker said he preferred to retain the money up front and dole it out as crises arose. Otherwise, they would never see a savings.

Imker continued by saying the proposed 0.3 millage rate roll-up, which he considered a tax increase, equated to \$0.5 million. Two years ago, the digest experienced 4.6% decrease, and it saw an additional 1.6% decrease the previous year. Those decreases had a corresponding loss of revenue. Although the City had planned 0.213 mill increases both years, they had made adjustments to avoid increasing the millage rate. Imker said he was having a hard time finding those adjustments for FY 2013 – if residents wanted same services, they would have to pay the same taxes instead of seeing the average \$30 savings due to value decrease. That meant the City would have to do the "roll up" on the millage, and they were asking residents to pay the same taxes as last year.

Imker said he could not see cutting Recreation by \$0.5 million. That would have resulted in a much greater value decrease than had been seen to date. He estimated residents were maintaining an average of \$13,000 on fair market value of their homes, for \$30 in taxes that were not an increase, but were simply not decreased.

Haddix asked if any citizens had comments. Eric Snell, Patina Point, said he had two major concerns. He asked how the City determined the 20% reserve level, noting that the City was currently at 34%. That amounted to \$4 million of excess reserves sitting in the bank, which was an inefficient use of taxpayer funds. The overage at 2017 was still showing as 4% excess reserves. Snell said he did not understand why the City was looking at a tax increase when that money was sitting in the bank.

Imker said, two years previously, Council had planned the overage to allow them to spend it down over five years. They had leveled out the drop in the reserves to protect the City's credit rating.

Snell said he had opposed that approach the previous year and felt taxes should have held steady. Council could reestablish the taxes when the funds were needed.

Imker said failing to do the roll up of .3 mills had resulted in a revenue reduction of \$500,000, and that was per year. After five years, it would be \$2.5 million. With the economy, the renegotiation

of the Local Option Sales Tax (LOST), and the July 31 Regional Transportation Special Purpose Local Option Sales Tax (T-SPLOST) vote, there were too many unknowns. Council would be waiting until August to finalize the budget.

Imker noted that a \$6 million reserve (20%) was three months of operations. Analysts agreed that was a reasonable number. Snell said he was fine with 20% but not with 34%.

Snell said he was also concerned about the ongoing issuance of debt. The model showed several items dropping off in 2017, but he suspected those would need to be replaced, and replacement costs were not showing on projections. Snell was specifically talking about the proposed Bond Indebtedness millage rate. Imker clarified that was only part of the picture. The City's current debt level was \$16 million (they were allowed up to \$100 million), with an average interest rate of 2.5%. That debt would go down over next five years. Snell noted the bond millage rate showed an increase – Council explained the model included a possible General Obligation Bond for street paving, which staff had recommended if the Regional T-SPLOST failed.

Imker offered some additional documents to Snell to explain the City's total debt, of which the bond millage only reflected 25%. Haddix noted that the model reflected assumptions that would change. Snell said he continued to have concerns that the City was maintaining inflated reserves rather than adjusting the tax rate.

Haddix adjourned the workshop at 6:53 p.m.

Betsy Tyler, City Clerk

Don Haddix, Mayor

City Council of Peachtree City
Meeting Minutes
July 12, 2012
7:00 p.m.

The Mayor and City Council of the City of Peachtree City met in regular session on Thursday, July 21, 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

Recognize Winners from the July 4th Parade

Mayor Haddix recognized the float and golf cart winners from the July 4th parade. Those recognized included the Peachtree City Tennis Center, Michael Otero, third place golf cart; Chuck Micallef, second place golf cart; New Neighbor League Club, Lynn Meloche, first place golf cart; Mucklow's Fine Jewelry, Robert Mucklow, Most Patriotic trophy; Fayette Outdoor YMCA, Samantha Spradley and Hailey Clark, Most Creative trophy; Jason Thompson, Mayor's trophy; and Girl Scout Service Unit 617, Christy Utt and Girl Scouts, Grand Marshal's trophy.

Public Comment

Ryan Chapman, a member of Boy Scout Troop 175, addressed Council concerning the golf cart path behind his house on Sterling Point, noting he had filed a complaint via the City's website three months ago regarding the unsafe conditions on the path due to tree roots breaking up the path. He asked what the next step should be to get the path repaired. City Engineer Dave Borkowski said he was not familiar with the complaint, but he would look into the matter and see where that portion of the path was listed and prioritized on the cart path repair list. Learnard thanked Chapman for following up, adding the City would follow-up with him to see how things could be done better the next time.

Agenda Changes

There were none.

Minutes

June 18, 2012, Workshop Minutes

June 21, 2012, Regular Meeting Minutes

Fleisch moved to approve the June 18, 2012, workshop minutes and the June 21, 2012, regular meeting minutes as written. Imker seconded. Motion carried unanimously.

Monthly Reports

Haddix noted there were additional documents on the dais – several Monthly Reports. There were no comments on the Monthly Reports.

Consent Agenda

1. Consider Budget Amendments – FY 2012

2. Consider Amendments to Governmental Finance Corporation Bylaws Relative to Meeting Notices for Consistency with State Law

3. Consider Georgia Dept. of Transportation Mowing and Maintenance Agreement

Fleisch moved to approve Consent Agenda items 1, 2, and 3 as presented. Learnard seconded. Motion carried unanimously.

Old Agenda Items

06-12-01 Discuss Request from Resident to Consider Selling a Portion of Platted Greenbelt

Imker noted that City Planner David Rast was unable to attend the meeting to discuss the request, and the property owner agreed to continue the agenda item.

Imker moved to continue the discussion on the resident's request to consider selling a portion of platted greenbelt to the August 2 meeting. Learnard seconded. Motion carried unanimously.

New Agenda Items

07-12-01 Public Hearing – Consider Step One Annexation Request - Southern Pines Tract

David Kirk of Troutman Sanders, LLP, spoke on behalf of the applicant, Southern Pines Plantation Commercial Group, LLC, (SPP). Kirk noted there had been a number of proposals for the property's development since it was acquired by SPP in 2004, but none had come to fruition for a number of reasons. He continued it was time to move forward with a project that made sense, would be an asset to the community, and would be compatible with the surrounding development. Kirk added that this was the beginning of the process and there were many details to be worked out and considered, and SPP would work in good faith with the City if the Step One request was approved.

Kirk continued that the 77-acre tract was located at the intersection of SR 74/Redwine Road, between Meade Field, the City's boundary, Starr's Mill Academy Preschool, and the Brechin Park subdivision. The current Fayette County zoning was a mix of community commercial, office-institutional, and agricultural residential, which allowed approximately 175,000 square feet of retail and office space. The proposal SPP hoped to bring to the City would be less intensive, primarily residential with a small office component located at the intersection.

Kirk said two main office buildings would flank the entrance, one side would be one and one-half acres and the other side would be approximately two acres. SPP envisioned the office uses as medical/dental to complement the surrounding uses. The remainder of the project would be residential, with approximately 90 lots and an amenity area with pocket parks and greenspace scattered throughout the subdivision. There would be sidewalks and multi-purpose paths throughout the development, linking it internally and to adjacent uses. SPP envisioned the project on sewer and understood there was capacity available for the development and that there were preliminary plans for a lift station that had been worked on for this site and the overall area. SPP would work with the City on the details on how to serve the property and others, as well as a fair allocation of the costs of the improvements. Step One was a preliminary stage and he would answer questions and listen to concerns.

Haddix opened the public hearing. No one spoke for or against the Step One annexation request. Haddix closed the public hearing.

Dienhart asked Kirk if the development could connect the golf cart path to the Starr's Mill School Complex. Fleisch questioned if that was possible since the path would have to cross into the County. City Attorney Ted Meeker said that could be discussed as the application for annexation moved forward. Kirk said there was an existing tunnel under SR 74 just west of the site, and the developer was open to discussing the possibility.

Learnard asked how many homes would be part of the residential component. Kirk said there would be 90 homes, approximately two lots per acre. The price point they were considering was in the mid-\$300,000 range. Learnard verified that the developer wanted the project to be on sewer, which was the reason for the proposed annexation. Kirk said they understood there was sufficient capacity, and the developer would work with the Water and Sewerage Authority (WASA) regarding the lift station and other details if Council approved moving to the next step.

Fleisch said she had spoken with WASA General Manager Stephen Hogan, who had been unable to attend the meeting. She continued that Council's priority was to not allow proliferation of sewer into the county. She said there would need to be a 200-foot border around the project, with the exception of the Meade Field side, to keep the sewer from moving

into the County. Fleisch was also concerned about golf cart connectivity into Brechin Park, and who would own and maintain that path. Fleisch said she met with members of the Wilshire Estates Home Owners Association (HOA), noting they seemed enamored of the proposed residential development, as did the Brechin Park residents she spoke with.

City Manager Jim Pennington emphasized that this was only the Step One request. If Council approved the request, it only meant that staff could look at the plan and start the process. Any plan presented must go through the Planning Commission, WASA, and staff before it came to Council. The question was whether Council was interested in moving forward.

Haddix questioned whether there was an agreement for the developer to give some land to Fayette County. Kirk said he understood that had been discussed, but he had not been able to find anything beyond the discussion stage. Given the nature of the development, residential as opposed to commercial or industrial, there should be less of a concern to provide a significant buffer as there had been in 2000. There had been two additional rezonings of the property since 2000, and giving the County some land had not been part of those discussions.

Haddix was concerned whether more residential development would benefit the City, noting there were a number of vacant homes, and homes were a negative as far as infrastructure and service costs. He did not want to do a disservice to the citizens trying to sell their existing homes. Kirk said he did not see the proposed development as competition. His understanding was the City was in pretty good shape, possibly on the upswing. He felt the project would be a good fit and would complement the City.

Fleisch said that, as of that day, there were 217 homes for sale in the City. The absorption rate (the rate at which available homes sell in a specific area) for new homes was one and one-half months. For the rest of the City, there was a 4.9 month supply. There were 37 houses for sale in the \$300,000 – \$400,000 price range. The average age of a house in the City was 21 years, and the older homes in the City that were selling had been updated, and multiple offers were also made on those homes. The homes that were not selling were those that showed their age. The \$300,000 – \$400,000 price point was good for buyers, but she was concerned given the current state of the real estate market.

Fleisch continued that the proposed annexation was an opportunity to solidify the natural boundary of the City at SR 74/Redwine Road. It was also the opportunity to have that property as residential rather than a hodgepodge of office and retail in the County. Finally, it was a way to look at improving the southern entrance to the City, which had not been as attractive since the widening of SR 74.

Dienhart asked Fleisch what the absorption rate was for the price point in question. Fleisch said she did not have that data, but could get it. Dienhart said the City was also looking at a new signage program, and it would be nice to be able to use it in a new area. Kirk said it was appropriate to have as a discussion if the project moved forward.

Learnard pointed out that approval of Step One did not imply that Council would ultimately approve the annexation, but allowed staff the opportunity to work with the applicant to develop a detailed analysis, a schematic master plan, and a more informed recommendation that would ultimately be considered by Council. Learnard said she was ready to move forward.

Imker said he was also prepared to give SPP approval to talk to staff.

Haddix said he was concerned about the 200-foot rule for sewer connection. Fleisch said that could be worked out through the negotiation process. Haddix said he understood that, but he

could not tell the depth of the lots from the drawing shown that night. The lots looked close to Brechin Park. Fleisch said this was preliminary anyway, asking Kirk if it would be possible to add the buffer. Kirk said he did not think a 200-foot border around the property would work with the finances of the project, but in concept, it would be true as far as ensuring there was sufficient distance to keep sewer inside the City limits. Kirk added that was something the developer would work on with staff and WASA. It was Council's decision whether the process could move forward. Haddix said he could support moving forward with the annexation application process, but it would take a lot of persuasion for him to approve an annexation.

Imker moved to approve the Step One annexation request for the Southern Pines tract. Learnard seconded. Motion carried unanimously.

07-12-02 Public Hearing – Variance – Fayette County, Lake McIntosh

Borkowski addressed Council, saying the County had requested the variance from the Watershed Protection Buffer Ordinance. Per the literal translation of the ordinance, Borkowski said only a cart path would be allowed. The proposed plan included a boat ramp, covered pavilion, restroom building, playground picnic shelters, paved parking lot, and paved walking paths, most of which would be located within the buffer (a total of 150 feet as measured from normal pool elevation). Staff recommended approval with the following three conditions:

1. *A plat of the subject tract must be provided which indicates the appropriate watershed protection buffers (100-foot undisturbed vegetation buffer and 50-foot no impervious buffer). The plat must clearly identify the limits of encroachment for the proposed improvements within these buffers, and the variance shall be limited to these encroachments.*
2. *No additional improvements shall be constructed within these buffers without first securing a variance.*
3. *Following completion of construction activities, the Applicant shall provide a revised Foundation Survey to the Building Official identifying the location of the new construction. The purpose of this survey is to ensure the new construction does not encroach any further into the no impervious setback than permitted by this variance.*

Borkowski added that Tony Parrott from the Fayette County Water System was at the meeting and could answer any questions.

Haddix opened the public hearing. No one spoke in favor or against the proposed variance. Haddix closed the public hearing.

Learnard said if there was no variance, there would be no park. She was ready to move forward.

Haddix asked Meeker if there were any possible legal issues. Meeker said there were none.

Imker said the park would provide enjoyment to citizens and increase values in the City, adding campsites would enhance the area even further.

Learnard moved to approve the variance request for construction of the Lake McIntosh Park. Fleisch seconded. Motion carried unanimously.

07-12-03 Consider Temporary Construction Easement for BCS Pond

Haddix noted there was an additional document on the dais – a copy of the proposed easement. Haddix said he would not be taking part in the discussion or the voting on this agenda item.

Borkowski said staff recommended approval of the temporary construction easement that was needed for maintenance work at the Bradford/Creekside/Southside (BCS) Pond. The work had to be done at the outlet of the pond, which was close to the property located at 506 Creekside Way. An easement from the owners of 506 Creekside Way was the best way to get to the outlet structure. Borkowski said the existing easement was inadequate for access as it was currently platted. Staff negotiated a temporary construction easement going from the end of Creekside Way through the existing driveway then veering left to get to the outlet and the existing easement. The proposal at this meeting was to purchase the right for the construction easement. To use the existing easement, the City would need to purchase an additional area to enable the City to get the equipment needed for the work in place. In summary, staff proposed purchasing a temporary construction easement for \$28,000, rather than doing a change order with the contractor for the existing easement, which would cost \$45,000 just for the change order, in addition to the cost for the legal fees, appraisals, and funds to purchase the additional easement.

Imker asked how long the easement would be needed and how long it was. Borkowski said it was 60 – 75 feet, and the entire easement area was 3,124 square feet. Imker asked how much it would cost to repair the 60 feet of driveway, estimating \$3,000. Borkowski said it would cost \$6,000. Imker asked why the cost of the temporary easement was \$28,000. Borkowski said that was what was negotiated. Imker said he could not accept that. Dienhart agreed, adding the property owner was taking advantage of the situation.

Learnard asked if they all agreed the maintenance work needed to be on the pond. Dienhart said he agreed with that, but it was the cost of replacing the driveway that irritated him and Imker.

Imker continued that the cost was \$6,000 to replace the area of the driveway plus another \$4,000 to match the concrete to the rest, which was only fair. He estimated the inconvenience to the homeowners at another \$5,000 – \$7,000. He said the total cost should be half of what was on the table.

Meeker said one of the issues staff had looked at was whether the repairs to the driveway would match the remaining portion. Staff had been told there were different processes that could be used, but over time, the replacement concrete would not match the rest of the driveway. The prices for redoing the entire driveway were \$36,000 – \$38,000.

Mary Giles, noting this was a temporary easement for a particular project, asked if the City would ever need to go back in for additional repairs or maintenance. Meeker said that was possible. Giles said that \$28,000 possibly was not a final figure.

Imker said that 10 – 20 years down the road the dam would need maintenance, which meant trees would have to be taken off the dam. The existing easement would be used then and possibly widened. In the future, additional money would need to be spent. Now they were just repairing the outlet. Meeker said that was why he had answered Giles' earlier question as possible. They did not want to take all the trees off the dam at this point.

Giles said there should be a possibility for a permanent easement to be put in place for long-term maintenance. Borkowski said staff had tried to get a permanent easement, and what was shown at this meeting was what the homeowners and their attorney had agreed to do. They were not willing to make the easement permanent. It was not ideal, but it was the only way staff could come up with a solution to fix what needed to be fixed immediately.

Imker asked how serious the needed repairs were and whether they could wait until next year. Borkowski said he could not say as things could change and the problem could get worse. Meeker said there was no indication of dam failure, but everyone agreed, including the consulting engineers, the City needed to move on the repairs.

Imker said he did not like being taken advantage of, especially when the price was double what should be paid. He would rather spend more to widen the current easement because it would pay off in the future.

Dienhart asked if there was any existing damage to the driveway that was not part of the easement. Borkowski said it was an old driveway, and it was cracked and aged.

David Chapman, who said he was a retired Army aviator, said the Army and the National Guard had done civil projects in the past to sling load equipment. There was always the option to do a joint military/civilian exercise to sling load the equipment into the pond area and sling load it out. Dienhart asked if that had been considered. Imker said there were now two options – widening the existing easement and sling loading in the equipment.

Meeker asked Council to continue the agenda item so staff could talk to the property owner again and explore the new ideas. Imker said the property owners needed to know the City would not be taken advantage of, adding they were more than happy to work with them, but they had to be reasonable.

Learnard moved to continue the agenda item. Imker seconded. Motion carried 4-0-1 (Haddix).

07-12-04 Consider Amending Oath of Office under City Charter and Initiating Procedure under Georgia Home Rule Act

Fleisch said she and Haddix had recently attended a firefighter swearing-in ceremony. Afterwards, she had looked at the Council oath, which had been changed a few years ago, but had never been changed in the City's Charter. This was an opportunity to rework the Council oath and update it, plus make the necessary changes to the City Charter.

Meeker said the changes had to be prepared, a legal notice had to be run for three weeks, then two readings of the amendment to the charter were required. Haddix asked if the two readings were required prior to a vote. Meeker said that was correct, adding those were the requirements to move the item forward. He said the motion that evening would be to move forward with the procedure only, not to approve any changes at this time.

Dienhart's concern was the staff time needed for amending the oath and the charter. Fleisch said she would make the necessary changes. Everything would be legal when it was done.

Dienhart moved to authorize staff to move forward with amendment the oath of office under the City Charter. Fleisch seconded. Motion carried 4-1 (Imker).

07-12-05 Consider Elimination/Replacement of One Position in Human Resources

Pennington said he had recommended the replacement of the Human Resources Administrator position with the new position of Director, Human Resources and Risk Management, in May. He found Human Resources was mixed with Risk Management, giving the position responsibilities that were much broader than they had been in the past. The proposed title would more adequately reflect what the position did on a day-to-day basis. It was a very intensive position, dealing frequently with legal counsel and the City's insurance groups. The job description was rewritten and sent to the Mercer Group for review, who signed off on the recommendation.

Imker asked how the salary change would affect the budget. Pennington said the cost for the remainder of the fiscal year would be \$2,300. The increase for the FY 2013 year would be \$10,000 annually. Pennington added the change would advance the position to the executive staff level. Imker asked if the salary increase was included in the FY 2013 budget. Pennington said the anticipated increase was included.

Imker moved to approve the elimination/replacement of one position in Human Resources. Fleisch seconded. Motion carried unanimously.

Council/Staff Topics

Hot Topics Update

Pennington asked Community Services Director Jon Rorie to give an update on the work at the Kedron Fieldhouse and the alarm systems.

Rorie said the work had been constant at Kedron since the fire. There had been extensive water and smoke damage throughout the facility, requiring repair and replacement of flooring, including the gym floor, as well as tile and carpet. Some HVAC ductwork had to be replaced, the entire facility has been repainted, and new insulation had been installed. Staff had also completed some ancillary projects during that time. There were still issues remaining, and staff would continue to work diligently to get those things done. Rorie said they were not insurance-related issues, but items that were on the repair and maintenance logs.

Rorie continued that, due to the closure of Kedron, staff would like to hold an open house to market some recreation programs, giving the instructors the opportunity to have a meet and greet. He asked Council to authorize a "free swim" for the open house for a few hours. The Recreation & Special Events Advisory Committee would plan the event.

Rorie continued that a key issue remaining throughout all City facilities was the inspection and evaluation of all the alarm systems. Rorie said his staff had been working with Fire Marshall Dave Williamson and the Fire Department on the testing. Staff knew that one of the problems with the alarm system at Kedron was the ability for the alarm panel to communicate with the alarm company and dial out. Kedron, the Library, Gathering Place, and Glenloch had been tested and were working as they should. The panel at Kedron was working properly, but Rorie said it was a short-term fix. There was a need to upgrade the panel and bring it up to the current code requirements with a built-in redundancy so it would dial out when it was needed. This was not an insurance issue, and the initial quotes from three companies were all in the range of \$15,000. There was \$12,000 available in the current budget as a capital outlay item to replace a utility vault located at the Kedron facility. It had been in the budget for over five years, but the actual replacement cost was approximately \$30,000. Rorie proposed using the capital outlay money to upgrade and replace the alarm system now and add the vault replacement, with Council approval, to the Facilities Authority bond list for future consideration. Pennington said staff was not asking for Council approval at this time, but wanted Council to be aware of the situation.

Fleisch asked Rorie what kind of vault needed replacement. Rorie said another term would be a pit box, for pressure-reducing or backflow that came off the main water line. The vault in use was home-made and was beginning to fail, at times filling up with water. Fleisch asked if the other facilities had the same type of panel as Kedron, since they were all built around the same time. Rorie said not all the panels needed to be replaced; they just needed to ensure they were working properly.

Pennington referred to an issue that had come up during the 4th of July festivities when there were tarps placed out several days early, some with stakes in the ground, during the extreme heat. Staff was working on a policy regarding the issue that would be brought to Council.

Lernard addressed the upcoming regional Transportation Special Purpose Local Option Sales Tax (TSPLOST) vote on July 31. She said it was an individual decision, adding she had never heard so much conversation on something was not an election of a person. The County Engineer had put together a concise fact sheet that was available through the City website, and Lernard recommended that voters read it over.

Dienhart said the controversy stemmed from the funding earmarked for mass transit, adding it would have a better chance of voter approval if it had been split into two referendums – one for mass transit and one for roads. He said he would vote against it.

Lernard asked when Council would hear the results of the Comprehensive Plan roundtable discussions held in April. Pennington said City Planner David Rast was working on a report.

Lernard said a lacrosse tournament was held a month ago, noting Pennington was working on an after action report. Pennington said, at this point, everything looked good, but there some things the City would need to do. Lernard said it had been a big southeastern girls lacrosse tournament, and it would be an opportunity to assess how things worked. Pennington said it provided an opportunity find what worked well and what did not at the City's facilities.

Lernard moved to convene in executive session at 8:17 p.m. for pending or threatened litigation. Fleisch seconded. Motion carried unanimously.

Haddix thanked staff for the work done behind the scenes on the many issues they had to deal with, noting there was currently a policy issue being discussed at the County Board of Health, of which Haddix was a member, which was continued because the board needed input from the municipalities. Most residents would never know how much work was done by staff that was never made public.

Imker moved to reconvene in regular session at 8:32 p.m. Lernard seconded. Motion carried unanimously.

Imker moved to deny the claims of Ameer Abdul Karim and Brittney Michelle Pittman as such claims were presented. Fleisch seconded. Motion carried unanimously.

Lernard moved to deny the amended claims of Cruz and Holmes as such claims were presented. Fleisch seconded. Motion carried unanimously.

There being no further business to discuss, Imker moved to adjourn the meeting. Fleisch seconded. Motion carried unanimously. The meeting adjourned at 8:34 p.m.

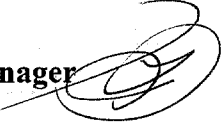
Pamela Dufresne, Deputy City Clerk

Don Haddix, Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

FROM: James L. Pennington, City Manager 

DATE: July 27, 2012

SUBJECT: Recommendation for Professional Building Inspections & Plan Review Services
August 2, 2012, Council Agenda

Recommendation:

To send a letter to our current Professional Building Inspections and Plan Review Service – SafeBuilt Georgia, Inc., to end our agreement in place until December 31, 2012.

Discussion:

O.C.G.A. 36-60-13 provides that multi-year agreements for services must terminate as of December 31 of the year in which it was entered and at the end of each succeeding year. Upon approval of this agenda item, a letter will be sent to serve as notice of our intent.

Budge Impact:

There is no budget impact concerning this item.

Attachment(s)



PURCHASING DEPARTMENT
151 WILLOWBEND ROAD
PEACHTREE CITY, GA 30269
PHONE: 770-487-7657
FAX: 770-631-2505
WWW.PEACHTREE-CITY.ORG

July 9, 2012

David Mundt
Safebuilt Georgia, Inc.
220 Greencastle Road
Ste. A.
Tyrone, GA 30290

Mr. Mundt,

Currently, the City has an annual agreement with Safebuilt Georgia, Inc. to provide Professional Building Inspections and Plan Review Services.

O.C.G.A. § 36-60-13 provides that multi-year agreements for services (which this agreement is) must terminate as of December 31 of the year in which it was entered and at the end (December 31st) of each succeeding year.

The City has chosen to terminate our current agreement with you as of December 31, 2012. Please let this letter serve as notice of our intent. Recently, the City issued a request for proposals for this same service. The termination of our current agreement and the issuance of this new RFP has absolutely no reflection on the service you are currently providing.

The City urges your firm to submit a proposal in response to this RFP.

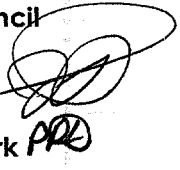
Sincerely,

Angela Egan
Purchasing Agent

Cc: Jon Rorie
David Rast

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council
VIA: City Manager
FROM: Deputy City Clerk 
DATE: July 18, 2012
SUBJECT: Alcohol License – NEW – Walgreens #12554
August 2, 2012, Regular Meeting

Recommendation:

Staff recommends that Council approve the alcohol license for Walgreens #12554.

Discussion:

Walgreens #12554, a pharmacy located at 100 Peachtree Parkway South, has submitted a request for a new alcohol license. Mr. Thomas A. Zehms has requested he 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 package sale of beer and wine, which is \$1350.

Attachment



CITY HALL
 151 WILLOWBEND ROAD
 PEACHTREE CITY, GA 30269
 PHONE: 770-487-7657
 FAX: 770-631-2505
 WWW.PEACHTREE-CITY.ORG

Application For Alcoholic Beverage License

Business Name: Walgreens #12554	Business Location: 100 S. Peachtree Pkwy, Peachtree City, GA 30269	
Nature of Business: Retail Drug Store	Mailing Address: P. O. Box 901, Deerfield, IL 60015	Business Phone Number: (770) 487-4307 (847) 527-4906 - corporate hdq.
Name of Licensee: Thomas A. Zehms	Home Address: 26 Avondale Cir, Newnan, Ga 30265	Home Phone Number: 678-423-4074
Name of License Representative: Thomas A. Zehms	Home Address: 26 Avondale Cir, Newnan, Ga 30265	Home Phone Number: 678-423-4074

Please indicate type of licenses applying for:

Retail Consumption Dealer		Retail Package Dealer		Wholesale Dealer	
☐ Malt Beverage	☒	☐ Malt Beverage	☐	☐ Malt Beverage	☐
☐ Wine	☒	☐ Wine	☐	☐ Wine	☐
☐ Distilled Spirits	☐	☐ Distilled Spirits	☐	☐ Distilled Spirits	☐

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

NAME	ADDRESS	PHONE NUMBERS
Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.	Please provide Home Addresses for the individuals listed:	Please provide Home and Business Phone Numbers for individuals listed:
Walgreen Co.	P.O. Box 901, Deerfield, IL 60015	(847) 527-4906
Contact		
Carol Woosley, Walgreen Co	303 Wilmot Rd., MS 3301, Deerfield, IL 60015	(847) 527-4906

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

If YES, Please Provide Name of Employee: No

State of Georgia

City of Peachtree City

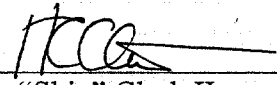
I, H.C. "Skip" Clark II, Chief of Police for the City of Peachtree City, do hereby certify that:

Thomas Andrew Zehms

26 Avondale Circle

Newnan, GA 30265

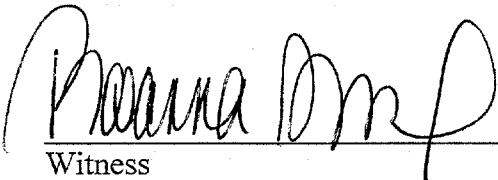
has been investigated and found not to have been convicted of, nor to have entered a plea of nolo contendere, to any felony or misdemeanor relating to the sale or use of alcoholic beverages or illegal narcotics or drugs within five (5) years prior to the date of the application for this license.



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

7/17/12

Date



Witness

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: City Council and Mayor

VIA: James L. Pennington, City Manager 

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

DATE: July 18, 2012

SUBJECT: Mutual Aid Agreement – Fairburn Police Department
City Council Agenda – August 2, 2012

Recommendation:

Staff recommends that the Mutual Aid Agreement between Fairburn Police Department and the Peachtree City Police Department be approved.

Discussion:

We are requesting that the Mutual Aid Agreement between the Fairburn Police Department and the Peachtree City Police Department be renewed. By renewing this agreement we will ensure that if the Fairburn Police Department were to call upon assistance by the Peachtree City Police Department they will be familiar with our requirements for mutual aid and available resources. Accordingly, the police department is requesting approval from the Mayor and City Council to enter into the attached mutual aid agreement (Mayor's signature required). Although written agreements are not required by law, they do provide guidelines and special provisions in the event that the Peachtree City Police Department has to call upon another agency for assistance. This agreement also allows both agencies to have a better understand what is expected when requesting assistance, the resources available from one jurisdiction to the other, and what is needed by the requesting City and/or law enforcement agency.

Budget Impact:

There is no budget impact concerning this agreement.

MUTUAL ASSISTANCE AGREEMENT

Between **Peachtree City Police Department** and the **Fairburn Police Department**.

It is hereby recognized that it is the policy of the undersigned law enforcement agencies to exist in and provide for positive and mutually beneficial public safety services with one another for the benefit of the citizens in our respective jurisdictions.

The undersigned departments agree that they shall provide to one another that assistance (as is available) which may be required in critical and emergency situations to ensure that the requesting agency is capable of performing its public safety function as mandated by law. It is understood that the assisting agency will provide only such personnel and equipment which can be reasonably loaned without endangering its own public safety mission.

The assisting agency shall consider its personnel to be operating in an on-duty capacity and as such shall provide for its employees' salary and life and workers compensation insurance as if the employee were on a normal and routine tour of duty.

Those agencies outside the Peachtree City jurisdiction area requesting assistance from the Peachtree City Police Department shall immediately contact the Sheriff of their County and ask that he assist with their request thereby ensuring that Peachtree City Police Department personnel have the power to arrest and detain as provided by law.

The following procedure shall be followed by all personnel authorized to request assistance from agencies entering into this Mutual Aid agreement.

1. The Chief Executive Officer, Chief of Police, or Sheriff, or his designee shall be authorized to request assistance or authorized to approve requests for assistance which arise from states of emergency, actual or imminent.
2. The Chief Executive Officer, Chief of Police or Sheriff, or his designee, shall be authorized to request assistance or authorized to approve requests for assistance which arise from public occurrences which require rapid response of short duration.

Whenever assistance for public occurrences necessitates assistance for more than one tour of duty, the requesting jurisdiction shall again gain the approval of the Chief Executive Officer or his designee, from the assisting jurisdiction. Without such approval after one complete tour of duty, the personnel of the assisting jurisdiction shall cease activity in the requesting jurisdiction.

3. Requests for assistance for public occurrences of short duration and states of emergency shall be made by telephone or the Inter-city or State Band Radio System. All requests for assistance for states of emergency shall be verified by Teletype Message initiated by the official authorized to make such a request.

4. Whenever possible, jurisdictions party to the Mutual Aid Agreement dated _____, 20____, shall alert other jurisdictions of the need to stand-by for possible assistance.
5. The requests for assistance shall include the following:
 - a. The name and position of the official making the request.
 - b. The nature of the emergency or public occurrence, and location.
 - c. The number of personnel requested, and whether specialized personnel are essential to the assistance.
 - d. The type of equipment needed for assistance.
 - e. The name and rank of the officer to which the assisting personnel shall report.
6. The Chief Executive Officer, or his designee of the assisting jurisdiction, shall evaluate all requests for assistance and shall promptly advise the requesting jurisdiction of the number of personnel, specialized units, and equipment that will be provided.

Deployment of Assisting Personnel

1. Whenever possible, assisting personnel shall be deployed as a unit, with supervision from the members of the assisting jurisdiction's command.
2. Assisting personnel shall be deployed as supporting units whenever possible.
3. The assisting personnel shall respond to all lawful directives issued by the ranking officer of the requesting jurisdiction. Such directives, which are contrary to law, or the orders, regulations and rules of the assisting jurisdiction, shall not be recognized.
4. The withdrawal of personnel or equipment shall be with the agreement of the requesting and assisting jurisdiction, if possible. Either the requesting or assisting jurisdiction shall cause the withdrawal of personnel and equipment if agreement is not reached. Notification shall be given upon withdrawal.
5. The requesting agency shall bear the responsibility through whatever means at hand, including the use of state-wide channels for ensuring that every operable unit has the capability for radio communications with a first line supervisor and the central dispatch center in use.

6. Both agencies agree that all fuel expenditures beyond the first tank will be provided by the requesting agency, lodging and meals responsibilities shall be borne by the requesting agency and salary expenses shall be borne by the employee's own department as is reasonable.
7. It shall be the responsibility of the County Sheriff (as is required by law) to operate the necessary detention facilities be they permanent or temporary including the need for such services in the event of mass arrests. This responsibility shall include processing of said individuals. The arresting agency shall make every effort to cooperate with the Sheriff and assist where possible and shall provide for the transportation of the arrestees to the detention facility.
9. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:
 - a. that the Requesting Jurisdiction that has jurisdiction in the City or County where the incident occurs shall be in command at said incident; and
 - b. that it is expressly understood that the aid actually furnished may be recalled at the sole discretion of the Chief Executive Officer, Chief of Police, or Sheriff of the assisting jurisdiction if circumstances warrant; and
 - c. that no party shall be liable to the other party for any costs incurred pursuant to this agreement; and
 - d. that all equipment furnished to a party by the other party pursuant to this agreement shall remain the property of the furnishing party, and all personnel acting for such furnishing party shall be and remain an employee or volunteer of that furnishing party; and
 - e. that let it further be stated the request for assistance may be refused by either party if it creates a problem in providing adequate public safety service coverage in either party's territorial limits.

Waiver of Claims

The parties to this agreement waive and renounce all claims against any other party hereto for any loss, damage, personal injury, or death occurring as a consequence of the performance or failure to perform any of the conditions of this agreement.

Use of Lethal Force

1. Lethal force by personnel of assisting jurisdictions shall be used only when necessary to prevent death or serious bodily harm to any person.
3. Specialized units, which are trained for hostage, or barricaded situations, are uniquely qualified to evaluate the conditions, which can only be resolved by the use of lethal force. Therefore, the Chief Executive Officer of the requesting jurisdiction shall not commit such specialized units as a unit to an event unless it is apparent that lethal force may be required. This shall not preclude assisting

jurisdictions from deploying individuals who may be assigned to said specialized units independent of said unit. When such units are committed, the supervision of the specialized unit shall be completely controlled by the Commander of the Unit. Continuous communications shall be maintained between the Commander of the specialized unit and the ranking officer of the jurisdiction. The purpose of this communication is to finalize the exercise of lethal force.

GENERAL INFORMATION

- (A) At the time of this signing, the **Peachtree City Police Department** has at its disposal **65** sworn personnel, **56** marked patrol vehicle(s), **18** unmarked police vehicle(s), **1** SWAT Team(s), **3** Hostage Negotiator(s), **1** Prisoner transport vehicle(s), **0** Dive Team(s), **0** fixed or rotary wing aircraft, **0** motor boat(s), **3** four wheel drive all-terrain vehicle(s), **1** Motorcycle, **1** Golf Cart, **1** F250 Marked Truck, **1** Lighting Trailer, **1** VMS SMART Trailer, **1** ATV Trailer, **1** Emergency/Accident Response Stocked Trailer, and **2** Canine Officer(s).
- (B) At the time of this signing, the **Fairburn Police Department** has at its disposal _____ sworn personnel, _____ marked patrol vehicle(s), _____ unmarked patrol vehicle(s), _____ SWAT Team(s), _____ Hostage Negotiator(s), _____ Prisoner transport vehicle(s), _____ Dive Team(s), _____ fixed or rotary winged aircraft, _____ motor boat(s), _____ four wheel drive all-terrain vehicle(s), _____ Motorcycle(s), _____ Canine Officer(s), and Other: _____.

Term

It is understood that the undersigned agencies will review and update this agreement as needed. The term of this Agreement shall be for fifty (50) years; provided, however, that either party may terminate this agreement by providing thirty (30) days written notice to the other party. It is further understood that this agreement may be amended at anytime by either party after filing a 30 day written notice or intent with the second party. The agencies agree to abide by all local, state and federal laws as they relate to the privacy and security of personnel and criminal justice records and all regulations relative to non-discrimination practices concerning political affiliation, religion, race, color, sex, physical handicaps, age or national origin.

In witness whereof, said agency's Chief Executive Officers have hereto set their hands and affixed their seals the day and year first written.

Date: _____

Signed, sealed and
delivered as to agency,

Fairburn Police Department

By: _____
James "Chip" McCarthy

Title: Chief of Police

City of Fairburn

By: _____
Mario Avery

Title: Mayor

Signed, sealed and
delivered as to agency,

Peachtree City Police Department

By: _____
H. C. "Skip" Clark, II

Title: Chief of Police

City of Peachtree City

By: _____
Don Haddix

Title: Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: City Council and Mayor

VIA: James L. Pennington, City Manager 

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

DATE: July 18, 2012

SUBJECT: Mutual Aid Agreement – Newnan Police Department
City Council Agenda – August 2, 2012

Recommendation:

Staff recommends that the Mutual Aid Agreement between Newnan Police Department and the Peachtree City Police Department be approved.

Discussion:

We are requesting that the Mutual Aid Agreement between the Newnan Police Department and the Peachtree City Police Department be renewed. By renewing this agreement we will ensure that if the Newnan Police Department were to call upon assistance by the Peachtree City Police Department they will be familiar with our requirements for mutual aid and available resources. Accordingly, the police department is requesting approval from the Mayor and City Council to enter into the attached mutual aid agreement (Mayor's signature required). Although written agreements are not required by law, they do provide guidelines and special provisions in the event that the Peachtree City Police Department has to call upon another agency for assistance. This agreement also allows both agencies to have a better understand what is expected when requesting assistance, the resources available from one jurisdiction to the other, and what is needed by the requesting City and/or law enforcement agency.

Budget Impact:

There is no budget impact concerning this agreement.

MUTUAL ASSISTANCE AGREEMENT

Between **Peachtree City Police Department** and the **Newnan Police Department**.

It is hereby recognized that it is the policy of the undersigned law enforcement agencies to exist in and provide for positive and mutually beneficial public safety services with one another for the benefit of the citizens in our respective jurisdictions.

The undersigned departments agree that they shall provide to one another that assistance (as is available) which may be required in critical and emergency situations to ensure that the requesting agency is capable of performing its public safety function as mandated by law. It is understood that the assisting agency will provide only such personnel and equipment which can be reasonably loaned without endangering its own public safety mission.

The assisting agency shall consider its personnel to be operating in an on-duty capacity and as such shall provide for its employees' salary and life and workers compensation insurance as if the employee were on a normal and routine tour of duty.

Those agencies outside the Peachtree City jurisdiction area requesting assistance from the Peachtree City Police Department shall immediately contact the Sheriff of their County and ask that he assist with their request thereby ensuring that Peachtree City Police Department personnel have the power to arrest and detain as provided by law.

The following procedure shall be followed by all personnel authorized to request assistance from agencies entering into this Mutual Aid agreement.

1. The Chief Executive Officer, Chief of Police, or Sheriff, or his designee shall be authorized to request assistance or authorized to approve requests for assistance which arise from states of emergency, actual or imminent.
2. The Chief Executive Officer, Chief of Police or Sheriff, or his designee, shall be authorized to request assistance or authorized to approve requests for assistance which arise from public occurrences which require rapid response of short duration.

Whenever assistance for public occurrences necessitates assistance for more than one tour of duty, the requesting jurisdiction shall again gain the approval of the Chief Executive Officer or his designee, from the assisting jurisdiction. Without such approval after one complete tour of duty, the personnel of the assisting jurisdiction shall cease activity in the requesting jurisdiction.

3. Requests for assistance for public occurrences of short duration and states of emergency shall be made by telephone or the Inter-city or State Band Radio System. All requests for assistance for states of emergency shall be verified by Teletype Message initiated by the official authorized to make such a request.

4. Whenever possible, jurisdictions party to the Mutual Aid Agreement dated _____, 20____, shall alert other jurisdictions of the need to stand-by for possible assistance.
5. The requests for assistance shall include the following:
 - a. The name and position of the official making the request.
 - b. The nature of the emergency or public occurrence, and location.
 - c. The number of personnel requested, and whether specialized personnel are essential to the assistance.
 - d. The type of equipment needed for assistance.
 - e. The name and rank of the officer to which the assisting personnel shall report.
6. The Chief Executive Officer, or his designee of the assisting jurisdiction, shall evaluate all requests for assistance and shall promptly advise the requesting jurisdiction of the number of personnel, specialized units, and equipment that will be provided.

Deployment of Assisting Personnel

1. Whenever possible, assisting personnel shall be deployed as a unit, with supervision from the members of the assisting jurisdiction's command.
2. Assisting personnel shall be deployed as supporting units whenever possible.
3. The assisting personnel shall respond to all lawful directives issued by the ranking officer of the requesting jurisdiction. Such directives, which are contrary to law, or the orders, regulations and rules of the assisting jurisdiction, shall not be recognized.
4. The withdrawal of personnel or equipment shall be with the agreement of the requesting and assisting jurisdiction, if possible. Either the requesting or assisting jurisdiction shall cause the withdrawal of personnel and equipment if agreement is not reached. Notification shall be given upon withdrawal.
5. The requesting agency shall bear the responsibility through whatever means at hand, including the use of state-wide channels for ensuring that every operable unit has the capability for radio communications with a first line supervisor and the central dispatch center in use.

6. Both agencies agree that all fuel expenditures beyond the first tank will be provided by the requesting agency, lodging and meals responsibilities shall be borne by the requesting agency and salary expenses shall be borne by the employee's own department as is reasonable.
7. It shall be the responsibility of the County Sheriff (as is required by law) to operate the necessary detention facilities be they permanent or temporary including the need for such services in the event of mass arrests. This responsibility shall include processing of said individuals. The arresting agency shall make every effort to cooperate with the Sheriff and assist where possible and shall provide for the transportation of the arrestees to the detention facility.
14. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:
 - a. that the Requesting Jurisdiction that has jurisdiction in the City or County where the incident occurs shall be in command at said incident; and
 - b. that it is expressly understood that the aid actually furnished may be recalled at the sole discretion of the Chief Executive Officer, Chief of Police, or Sheriff of the assisting jurisdiction if circumstances warrant; and
 - c. that no party shall be liable to the other party for any costs incurred pursuant to this agreement; and
 - d. that all equipment furnished to a party by the other party pursuant to this agreement shall remain the property of the furnishing party, and all personnel acting for such furnishing party shall be and remain an employee or volunteer of that furnishing party; and
 - e. that let it further be stated the request for assistance may be refused by either party if it creates a problem in providing adequate public safety service coverage in either party's territorial limits.

Waiver of Claims

The parties to this agreement waive and renounce all claims against any other party hereto for any loss, damage, personal injury, or death occurring as a consequence of the performance or failure to perform any of the conditions of this agreement.

Use of Lethal Force

1. Lethal force by personnel of assisting jurisdictions shall be used only when necessary to prevent death or serious bodily harm to any person.
8. Specialized units, which are trained for hostage, or barricaded situations, are uniquely qualified to evaluate the conditions, which can only be resolved by the use of lethal force. Therefore, the Chief Executive Officer of the requesting jurisdiction shall not commit such specialized units as a unit to an event unless it is apparent that lethal force may be required. This shall not preclude assisting

jurisdictions from deploying individuals who may be assigned to said specialized units independent of said unit. When such units are committed, the supervision of the specialized unit shall be completely controlled by the Commander of the Unit. Continuous communications shall be maintained between the Commander of the specialized unit and the ranking officer of the jurisdiction. The purpose of this communication is to finalize the exercise of lethal force.

GENERAL INFORMATION

- (A) At the time of this signing, the **Peachtree City Police Department** has at its disposal **65** sworn personnel, **56** marked patrol vehicle(s), **18** unmarked police vehicle(s), **1** SWAT Team(s), **3** Hostage Negotiator(s), **1** Prisoner transport vehicle(s), **0** Dive Team(s), **0** fixed or rotary wing aircraft, **0** motor boat(s), **3** four wheel drive all-terrain vehicle(s), **1** Motorcycle, **1** Golf Cart, **1** F250 Marked Truck, **1** Lighting Trailer, **1** VMS SMART Trailer, **1** ATV Trailer, **1** Emergency/Accident Response Stocked Trailer, and **2** Canine Officer(s).
- (B) At the time of this signing, the **Newnan Police Department** has at its disposal _____ sworn personnel, _____ marked patrol vehicle(s), _____ unmarked patrol vehicle(s), _____ SWAT Team(s), _____ Hostage Negotiator(s), _____ Prisoner transport vehicle(s), _____ Dive Team(s), _____ fixed or rotary winged aircraft, _____ motor boat(s), _____ four wheel drive all-terrain vehicle(s), _____ Motorcycle(s), _____ Canine Officer(s), and Other: _____.

Term

It is understood that the undersigned agencies will review and update this agreement as needed. The term of this Agreement shall be for fifty (50) years; provided, however, that either party may terminate this agreement by providing thirty (30) days written notice to the other party. It is further understood that this agreement may be amended at anytime by either party after filing a 30 day written notice or intent with the second party. The agencies agree to abide by all local, state and federal laws as they relate to the privacy and security of personnel and criminal justice records and all regulations relative to non-discrimination practices concerning political affiliation, religion, race, color, sex, physical handicaps, age or national origin.

In witness whereof, said agency's Chief Executive Officers have hereto set their hands and affixed their seals the day and year first written.

Date: _____

Signed, sealed and
delivered as to agency,

Newnan Police Department

By: _____
Douglas L. "Buster" Meadows

Title: Chief of Police

City of Newnan

By: _____
Keith Brady

Title: Mayor

Signed, sealed and
delivered as to agency,

Peachtree City Police Department

By: _____
H. C. "Skip" Clark, II

Title: Chief of Police

City of Peachtree City

By: _____
Don Haddix

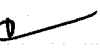
Title: Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: City Council and Mayor

VIA: James L. Pennington, City Manager 

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

DATE: July 18, 2012

SUBJECT: Mutual Aid Agreement – Senoia Police Department
City Council Agenda – August 2, 2012

Recommendation:

Staff recommends that the Mutual Aid Agreement between Senoia Police Department and the Peachtree City Police Department be approved.

Discussion:

We are requesting that the Mutual Aid Agreement between the Senoia Police Department and the Peachtree City Police Department be renewed. By renewing this agreement we will ensure that if the Senoia Police Department were to call upon assistance by the Peachtree City Police Department they will be familiar with our requirements for mutual aid and available resources. Accordingly, the police department is requesting approval from the Mayor and City Council to enter into the attached mutual aid agreement (Mayor's signature required). Although written agreements are not required by law, they do provide guidelines and special provisions in the event that the Peachtree City Police Department has to call upon another agency for assistance. This agreement also allows both agencies to have a better understand what is expected when requesting assistance, the resources available from one jurisdiction to the other, and what is needed by the requesting City and/or law enforcement agency.

Budget Impact:

There is no budget impact concerning this agreement.

MUTUAL ASSISTANCE AGREEMENT

Between **Peachtree City Police Department** and the **Senoia Police Department**.

It is hereby recognized that it is the policy of the undersigned law enforcement agencies to exist in and provide for positive and mutually beneficial public safety services with one another for the benefit of the citizens in our respective jurisdictions.

The undersigned departments agree that they shall provide to one another that assistance (as is available) which may be required in critical and emergency situations to ensure that the requesting agency is capable of performing its public safety function as mandated by law. It is understood that the assisting agency will provide only such personnel and equipment which can be reasonably loaned without endangering its own public safety mission.

The assisting agency shall consider its personnel to be operating in an on-duty capacity and as such shall provide for its employees' salary and life and workers compensation insurance as if the employee were on a normal and routine tour of duty.

Those agencies outside the Peachtree City jurisdiction area requesting assistance from the Peachtree City Police Department shall immediately contact the Sheriff of their County and ask that he assist with their request thereby ensuring that Peachtree City Police Department personnel have the power to arrest and detain as provided by law.

The following procedure shall be followed by all personnel authorized to request assistance from agencies entering into this Mutual Aid agreement.

1. The Chief Executive Officer, Chief of Police, or Sheriff, or his designee shall be authorized to request assistance or authorized to approve requests for assistance which arise from states of emergency, actual or imminent.
2. The Chief Executive Officer, Chief of Police or Sheriff, or his designee, shall be authorized to request assistance or authorized to approve requests for assistance which arise from public occurrences which require rapid response of short duration.

Whenever assistance for public occurrences necessitates assistance for more than one tour of duty, the requesting jurisdiction shall again gain the approval of the Chief Executive Officer or his designee, from the assisting jurisdiction. Without such approval after one complete tour of duty, the personnel of the assisting jurisdiction shall cease activity in the requesting jurisdiction.

3. Requests for assistance for public occurrences of short duration and states of emergency shall be made by telephone or the Inter-city or State Band Radio System. All requests for assistance for states of emergency shall be verified by Teletype Message initiated by the official authorized to make such a request.

4. Whenever possible, jurisdictions party to the Mutual Aid Agreement dated _____, 20____, shall alert other jurisdictions of the need to stand-by for possible assistance.
5. The requests for assistance shall include the following:
 - a. The name and position of the official making the request.
 - b. The nature of the emergency or public occurrence, and location.
 - c. The number of personnel requested, and whether specialized personnel are essential to the assistance.
 - d. The type of equipment needed for assistance.
 - e. The name and rank of the officer to which the assisting personnel shall report.
6. The Chief Executive Officer, or his designee of the assisting jurisdiction, shall evaluate all requests for assistance and shall promptly advise the requesting jurisdiction of the number of personnel, specialized units, and equipment that will be provided.

Deployment of Assisting Personnel

1. Whenever possible, assisting personnel shall be deployed as a unit, with supervision from the members of the assisting jurisdiction's command.
2. Assisting personnel shall be deployed as supporting units whenever possible.
3. The assisting personnel shall respond to all lawful directives issued by the ranking officer of the requesting jurisdiction. Such directives, which are contrary to law, or the orders, regulations and rules of the assisting jurisdiction, shall not be recognized.
4. The withdrawal of personnel or equipment shall be with the agreement of the requesting and assisting jurisdiction, if possible. Either the requesting or assisting jurisdiction shall cause the withdrawal of personnel and equipment if agreement is not reached. Notification shall be given upon withdrawal.
5. The requesting agency shall bear the responsibility through whatever means at hand, including the use of state-wide channels for ensuring that every operable unit has the capability for radio communications with a first line supervisor and the central dispatch center in use.

6. Both agencies agree that all fuel expenditures beyond the first tank will be provided by the requesting agency, lodging and meals responsibilities shall be borne by the requesting agency and salary expenses shall be borne by the employee's own department as is reasonable.
7. It shall be the responsibility of the County Sheriff (as is required by law) to operate the necessary detention facilities be they permanent or temporary including the need for such services in the event of mass arrests. This responsibility shall include processing of said individuals. The arresting agency shall make every effort to cooperate with the Sheriff and assist where possible and shall provide for the transportation of the arrestees to the detention facility.
13. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:
 - a. that the Requesting Jurisdiction that has jurisdiction in the City or County where the incident occurs shall be in command at said incident; and
 - b. that it is expressly understood that the aid actually furnished may be recalled at the sole discretion of the Chief Executive Officer, Chief of Police, or Sheriff of the assisting jurisdiction if circumstances warrant; and
 - c. that no party shall be liable to the other party for any costs incurred pursuant to this agreement; and
 - d. that all equipment furnished to a party by the other party pursuant to this agreement shall remain the property of the furnishing party, and all personnel acting for such furnishing party shall be and remain an employee or volunteer of that furnishing party; and
 - e. that let it further be stated the request for assistance may be refused by either party if it creates a problem in providing adequate public safety service coverage in either party's territorial limits.

Waiver of Claims

The parties to this agreement waive and renounce all claims against any other party hereto for any loss, damage, personal injury, or death occurring as a consequence of the performance or failure to perform any of the conditions of this agreement.

Use of Lethal Force

1. Lethal force by personnel of assisting jurisdictions shall be used only when necessary to prevent death or serious bodily harm to any person.
7. Specialized units, which are trained for hostage, or barricaded situations, are uniquely qualified to evaluate the conditions, which can only be resolved by the use of lethal force. Therefore, the Chief Executive Officer of the requesting jurisdiction shall not commit such specialized units as a unit to an event unless it is apparent that lethal force may be required. This shall not preclude assisting

jurisdictions from deploying individuals who may be assigned to said specialized units independent of said unit. When such units are committed, the supervision of the specialized unit shall be completely controlled by the Commander of the Unit. Continuous communications shall be maintained between the Commander of the specialized unit and the ranking officer of the jurisdiction. The purpose of this communication is to finalize the exercise of lethal force.

GENERAL INFORMATION

- (A) At the time of this signing, the **Peachtree City Police Department** has at its disposal **65** sworn personnel, **56** marked patrol vehicle(s), **18** unmarked police vehicle(s), **1** SWAT Team(s), **3** Hostage Negotiator(s), **1** Prisoner transport vehicle(s), **0** Dive Team(s), **0** fixed or rotary wing aircraft, **0** motor boat(s), **3** four wheel drive all-terrain vehicle(s), **1** Motorcycle, **1** Golf Cart, **1** F250 Marked Truck, **1** Lighting Trailer, **1** VMS SMART Trailer, **1** ATV Trailer, **1** Emergency/Accident Response Stocked Trailer, and **2** Canine Officer(s).
- (B) At the time of this signing, the **Senoia Police Department** has at its disposal _____ sworn personnel, _____ marked patrol vehicle(s), _____ unmarked patrol vehicle(s), _____ SWAT Team(s), _____ Hostage Negotiator(s), _____ Prisoner transport vehicle(s), _____ Dive Team(s), _____ fixed or rotary winged aircraft, _____ motor boat(s), _____ four wheel drive all-terrain vehicle(s), _____ Motorcycle(s), _____ Canine Officer(s), and Other: _____.

Term

It is understood that the undersigned agencies will review and update this agreement as needed. The term of this Agreement shall be for fifty (50) years; provided, however, that either party may terminate this agreement by providing thirty (30) days written notice to the other party. It is further understood that this agreement may be amended at anytime by either party after filing a 30 day written notice or intent with the second party. The agencies agree to abide by all local, state and federal laws as they relate to the privacy and security of personnel and criminal justice records and all regulations relative to non-discrimination practices concerning political affiliation, religion, race, color, sex, physical handicaps, age or national origin.

In witness whereof, said agency's Chief Executive Officers have hereto set their hands and affixed their seals the day and year first written.

Date: _____

Signed, sealed and
delivered as to agency,

Senoia Police Department

By: _____
Jason Edens

Title: Chief of Police

City of Senoia

By: _____
Robert K. Belisle

Title: Mayor

Signed, sealed and
delivered as to agency,

Peachtree City Police Department

By: _____
H. C. "Skip" Clark, II

Title: Chief of Police

City of Peachtree City

By: _____
Don Haddix

Title: Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: City Council and Mayor

VIA: James L. Pennington, City Manager 

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

DATE: July 18, 2012

SUBJECT: Mutual Aid Agreement – Tyrone Police Department
City Council Agenda – August 2, 2012

Recommendation:

Staff recommends that the Mutual Aid Agreement between Tyrone Police Department and the Peachtree City Police Department be approved.

Discussion:

We are requesting that the Mutual Aid Agreement between the Tyrone Police Department and the Peachtree City Police Department be renewed. By renewing this agreement we will ensure that if the Tyrone Police Department were to call upon assistance by the Peachtree City Police Department they will be familiar with our requirements for mutual aid and available resources. Accordingly, the police department is requesting approval from the Mayor and City Council to enter into the attached mutual aid agreement (Mayor's signature required). Although written agreements are not required by law, they do provide guidelines and special provisions in the event that the Peachtree City Police Department has to call upon another agency for assistance. This agreement also allows both agencies to have a better understand what is expected when requesting assistance, the resources available from one jurisdiction to the other, and what is needed by the requesting City and/or law enforcement agency.

Budget Impact:

There is no budget impact concerning this agreement.

MUTUAL ASSISTANCE AGREEMENT

Between **Peachtree City Police Department** and the **Tyrone Police Department**.

It is hereby recognized that it is the policy of the undersigned law enforcement agencies to exist in and provide for positive and mutually beneficial public safety services with one another for the benefit of the citizens in our respective jurisdictions.

The undersigned departments agree that they shall provide to one another that assistance (as is available) which may be required in critical and emergency situations to ensure that the requesting agency is capable of performing its public safety function as mandated by law. It is understood that the assisting agency will provide only such personnel and equipment which can be reasonably loaned without endangering its own public safety mission.

The assisting agency shall consider its personnel to be operating in an on-duty capacity and as such shall provide for its employees' salary and life and workers compensation insurance as if the employee were on a normal and routine tour of duty.

Those agencies outside the Peachtree City jurisdiction area requesting assistance from the Peachtree City Police Department shall immediately contact the Sheriff of their County and ask that he assist with their request thereby ensuring that Peachtree City Police Department personnel have the power to arrest and detain as provided by law.

The following procedure shall be followed by all personnel authorized to request assistance from agencies entering into this Mutual Aid agreement.

1. The Chief Executive Officer, Chief of Police, or Sheriff, or his designee shall be authorized to request assistance or authorized to approve requests for assistance which arise from states of emergency, actual or imminent.
2. The Chief Executive Officer, Chief of Police or Sheriff, or his designee, shall be authorized to request assistance or authorized to approve requests for assistance which arise from public occurrences which require rapid response of short duration.

Whenever assistance for public occurrences necessitates assistance for more than one tour of duty, the requesting jurisdiction shall again gain the approval of the Chief Executive Officer or his designee, from the assisting jurisdiction. Without such approval after one complete tour of duty, the personnel of the assisting jurisdiction shall cease activity in the requesting jurisdiction.

3. Requests for assistance for public occurrences of short duration and states of emergency shall be made by telephone or the Inter-city or State Band Radio System. All requests for assistance for states of emergency shall be verified by Teletype Message initiated by the official authorized to make such a request.

4. Whenever possible, jurisdictions party to the Mutual Aid Agreement dated _____, 20____, shall alert other jurisdictions of the need to stand-by for possible assistance.
5. The requests for assistance shall include the following:
 - a. The name and position of the official making the request.
 - b. The nature of the emergency or public occurrence, and location.
 - c. The number of personnel requested, and whether specialized personnel are essential to the assistance.
 - d. The type of equipment needed for assistance.
 - e. The name and rank of the officer to which the assisting personnel shall report.
6. The Chief Executive Officer, or his designee of the assisting jurisdiction, shall evaluate all requests for assistance and shall promptly advise the requesting jurisdiction of the number of personnel, specialized units, and equipment that will be provided.

Deployment of Assisting Personnel

1. Whenever possible, assisting personnel shall be deployed as a unit, with supervision from the members of the assisting jurisdiction's command.
2. Assisting personnel shall be deployed as supporting units whenever possible.
3. The assisting personnel shall respond to all lawful directives issued by the ranking officer of the requesting jurisdiction. Such directives, which are contrary to law, or the orders, regulations and rules of the assisting jurisdiction, shall not be recognized.
4. The withdrawal of personnel or equipment shall be with the agreement of the requesting and assisting jurisdiction, if possible. Either the requesting or assisting jurisdiction shall cause the withdrawal of personnel and equipment if agreement is not reached. Notification shall be given upon withdrawal.
5. The requesting agency shall bear the responsibility through whatever means at hand, including the use of state-wide channels for ensuring that every operable unit has the capability for radio communications with a first line supervisor and the central dispatch center in use.

6. Both agencies agree that all fuel expenditures beyond the first tank will be provided by the requesting agency, lodging and meals responsibilities shall be borne by the requesting agency and salary expenses shall be borne by the employee's own department as is reasonable.
7. It shall be the responsibility of the County Sheriff (as is required by law) to operate the necessary detention facilities be they permanent or temporary including the need for such services in the event of mass arrests. This responsibility shall include processing of said individuals. The arresting agency shall make every effort to cooperate with the Sheriff and assist where possible and shall provide for the transportation of the arrestees to the detention facility.
10. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:
 - a. that the Requesting Jurisdiction that has jurisdiction in the City or County where the incident occurs shall be in command at said incident; and
 - b. that it is expressly understood that the aid actually furnished may be recalled at the sole discretion of the Chief Executive Officer, Chief of Police, or Sheriff of the assisting jurisdiction if circumstances warrant; and
 - c. that no party shall be liable to the other party for any costs incurred pursuant to this agreement; and
 - d. that all equipment furnished to a party by the other party pursuant to this agreement shall remain the property of the furnishing party, and all personnel acting for such furnishing party shall be and remain an employee or volunteer of that furnishing party; and
 - e. that let it further be stated the request for assistance may be refused by either party if it creates a problem in providing adequate public safety service coverage in either party's territorial limits.

Waiver of Claims

The parties to this agreement waive and renounce all claims against any other party hereto for any loss, damage, personal injury, or death occurring as a consequence of the performance or failure to perform any of the conditions of this agreement.

Use of Lethal Force

1. Lethal force by personnel of assisting jurisdictions shall be used only when necessary to prevent death or serious bodily harm to any person.
4. Specialized units, which are trained for hostage, or barricaded situations, are uniquely qualified to evaluate the conditions, which can only be resolved by the use of lethal force. Therefore, the Chief Executive Officer of the requesting jurisdiction shall not commit such specialized units as a unit to an event unless it is apparent that lethal force may be required. This shall not preclude assisting

jurisdictions from deploying individuals who may be assigned to said specialized units independent of said unit. When such units are committed, the supervision of the specialized unit shall be completely controlled by the Commander of the Unit. Continuous communications shall be maintained between the Commander of the specialized unit and the ranking officer of the jurisdiction. The purpose of this communication is to finalize the exercise of lethal force.

GENERAL INFORMATION

- (A) At the time of this signing, the **Peachtree City Police Department** has at its disposal **65** sworn personnel, **56** marked patrol vehicle(s), **18** unmarked police vehicle(s), **1** SWAT Team(s), **3** Hostage Negotiator(s), **1** Prisoner transport vehicle(s), **0** Dive Team(s), **0** fixed or rotary wing aircraft, **0** motor boat(s), **3** four wheel drive all-terrain vehicle(s), **1** Motorcycle, **1** Golf Cart, **1** F250 Marked Truck, **1** Lighting Trailer, **1** VMS SMART Trailer, **1** ATV Trailer, **1** Emergency/Accident Response Stocked Trailer, and **2** Canine Officer(s).
- (B) At the time of this signing, the **Tyrone Police Department** has at its disposal _____ sworn personnel, _____ marked patrol vehicle(s), _____ unmarked patrol vehicle(s), _____ SWAT Team(s), _____ Hostage Negotiator(s), _____ Prisoner transport vehicle(s), _____ Dive Team(s), _____ fixed or rotary winged aircraft, _____ motor boat(s), _____ four wheel drive all-terrain vehicle(s), _____ Motorcycle(s), _____ Canine Officer(s), and Other: _____.

Term

It is understood that the undersigned agencies will review and update this agreement as needed. The term of this Agreement shall be for fifty (50) years; provided, however, that either party may terminate this agreement by providing thirty (30) days written notice to the other party. It is further understood that this agreement may be amended at anytime by either party after filing a 30 day written notice or intent with the second party. The agencies agree to abide by all local, state and federal laws as they relate to the privacy and security of personnel and criminal justice records and all regulations relative to non-discrimination practices concerning political affiliation, religion, race, color, sex, physical handicaps, age or national origin.

In witness whereof, said agency's Chief Executive Officers have hereto set their hands and affixed their seals the day and year first written.

Date: _____

Signed, sealed and
delivered as to agency,

Tyrone Police Department

By: _____
Brandon Perkins

Title: Chief of Police

Town of Tyrone

By: _____
Eric Dial

Title: Mayor

Signed, sealed and
delivered as to agency,

Peachtree City Police Department

By: _____
H. C. "Skip" Clark, II

Title: Chief of Police

City of Peachtree City

By: _____
Don Haddix

Title: Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: City Council and Mayor

VIA: James L. Pennington, City Manager 

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

DATE: July 18, 2012

SUBJECT: Mutual Aid Agreement – Fayetteville Police Department
City Council Agenda – August 2, 2012

Recommendation:

Staff recommends that the Mutual Aid Agreement between Fayetteville Police Department and the Peachtree City Police Department be approved.

Discussion:

We are requesting that the Mutual Aid Agreement between the Fayetteville Police Department and the Peachtree City Police Department be renewed. By renewing this agreement we will ensure that if the Fayetteville Police Department were to call upon assistance by the Peachtree City Police Department they will be familiar with our requirements for mutual aid and available resources. Accordingly, the police department is requesting approval from the Mayor and City Council to enter into the attached mutual aid agreement (Mayor's signature required). Although written agreements are not required by law, they do provide guidelines and special provisions in the event that the Peachtree City Police Department has to call upon another agency for assistance. This agreement also allows both agencies to have a better understand what is expected when requesting assistance, the resources available from one jurisdiction to the other, and what is needed by the requesting City and/or law enforcement agency.

Budget Impact:

There is no budget impact concerning this agreement.

MUTUAL ASSISTANCE AGREEMENT

Between **Peachtree City Police Department** and the **Fayetteville Police Department**.

It is hereby recognized that it is the policy of the undersigned law enforcement agencies to exist in and provide for positive and mutually beneficial public safety services with one another for the benefit of the citizens in our respective jurisdictions.

The undersigned departments agree that they shall provide to one another that assistance (as is available) which may be required in critical and emergency situations to ensure that the requesting agency is capable of performing its public safety function as mandated by law. It is understood that the assisting agency will provide only such personnel and equipment which can be reasonably loaned without endangering its own public safety mission.

The assisting agency shall consider its personnel to be operating in an on-duty capacity and as such shall provide for its employees' salary and life and workers compensation insurance as if the employee were on a normal and routine tour of duty.

Those agencies outside the Peachtree City jurisdiction area requesting assistance from the Peachtree City Police Department shall immediately contact the Sheriff of their County and ask that he assist with their request thereby ensuring that Peachtree City Police Department personnel have the power to arrest and detain as provided by law.

The following procedure shall be followed by all personnel authorized to request assistance from agencies entering into this Mutual Aid agreement.

1. The Chief Executive Officer, Chief of Police, or Sheriff, or his designee shall be authorized to request assistance or authorized to approve requests for assistance which arise from states of emergency, actual or imminent.
2. The Chief Executive Officer, Chief of Police or Sheriff, or his designee, shall be authorized to request assistance or authorized to approve requests for assistance which arise from public occurrences which require rapid response of short duration.

Whenever assistance for public occurrences necessitates assistance for more than one tour of duty, the requesting jurisdiction shall again gain the approval of the Chief Executive Officer or his designee, from the assisting jurisdiction. Without such approval after one complete tour of duty, the personnel of the assisting jurisdiction shall cease activity in the requesting jurisdiction.

3. Requests for assistance for public occurrences of short duration and states of emergency shall be made by telephone or the Inter-city or State Band Radio System. All requests for assistance for states of emergency shall be verified by Teletype Message initiated by the official authorized to make such a request.

4. Whenever possible, jurisdictions party to the Mutual Aid Agreement dated _____, 20____, shall alert other jurisdictions of the need to stand-by for possible assistance.
5. The requests for assistance shall include the following:
 - a. The name and position of the official making the request.
 - b. The nature of the emergency or public occurrence, and location.
 - c. The number of personnel requested, and whether specialized personnel are essential to the assistance.
 - d. The type of equipment needed for assistance.
 - e. The name and rank of the officer to which the assisting personnel shall report.
6. The Chief Executive Officer, or his designee of the assisting jurisdiction, shall evaluate all requests for assistance and shall promptly advise the requesting jurisdiction of the number of personnel, specialized units, and equipment that will be provided.

Deployment of Assisting Personnel

1. Whenever possible, assisting personnel shall be deployed as a unit, with supervision from the members of the assisting jurisdiction's command.
2. Assisting personnel shall be deployed as supporting units whenever possible.
3. The assisting personnel shall respond to all lawful directives issued by the ranking officer of the requesting jurisdiction. Such directives, which are contrary to law, or the orders, regulations and rules of the assisting jurisdiction, shall not be recognized.
4. The withdrawal of personnel or equipment shall be with the agreement of the requesting and assisting jurisdiction, if possible. Either the requesting or assisting jurisdiction shall cause the withdrawal of personnel and equipment if agreement is not reached. Notification shall be given upon withdrawal.
5. The requesting agency shall bear the responsibility through whatever means at hand, including the use of state-wide channels for ensuring that every operable unit has the capability for radio communications with a first line supervisor and the central dispatch center in use.

6. Both agencies agree that all fuel expenditures beyond the first tank will be provided by the requesting agency, lodging and meals responsibilities shall be borne by the requesting agency and salary expenses shall be borne by the employee's own department as is reasonable.
7. It shall be the responsibility of the County Sheriff (as is required by law) to operate the necessary detention facilities be they permanent or temporary including the need for such services in the event of mass arrests. This responsibility shall include processing of said individuals. The arresting agency shall make every effort to cooperate with the Sheriff and assist where possible and shall provide for the transportation of the arrestees to the detention facility.
8. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:
 - a. that the Requesting Jurisdiction that has jurisdiction in the City or County where the incident occurs shall be in command at said incident; and
 - b. that it is expressly understood that the aid actually furnished may be recalled at the sole discretion of the Chief Executive Officer, Chief of Police, or Sheriff of the assisting jurisdiction if circumstances warrant; and
 - c. that no party shall be liable to the other party for any costs incurred pursuant to this agreement; and
 - d. that all equipment furnished to a party by the other party pursuant to this agreement shall remain the property of the furnishing party, and all personnel acting for such furnishing party shall be and remain an employee or volunteer of that furnishing party; and
 - e. that let it further be stated the request for assistance may be refused by either party if it creates a problem in providing adequate public safety service coverage in either party's territorial limits.

Waiver of Claims

The parties to this agreement waive and renounce all claims against any other party hereto for any loss, damage, personal injury, or death occurring as a consequence of the performance or failure to perform any of the conditions of this agreement.

Use of Lethal Force

1. Lethal force by personnel of assisting jurisdictions shall be used only when necessary to prevent death or serious bodily harm to any person.
2. Specialized units, which are trained for hostage, or barricaded situations, are uniquely qualified to evaluate the conditions, which can only be resolved by the use of lethal force. Therefore, the Chief Executive Officer of the requesting jurisdiction shall not commit such specialized units as a unit to an event unless it is apparent that lethal force may be required. This shall not preclude assisting

jurisdictions from deploying individuals who may be assigned to said specialized units independent of said unit. When such units are committed, the supervision of the specialized unit shall be completely controlled by the Commander of the Unit. Continuous communications shall be maintained between the Commander of the specialized unit and the ranking officer of the jurisdiction. The purpose of this communication is to finalize the exercise of lethal force.

GENERAL INFORMATION

- (A) At the time of this signing, the **Peachtree City Police Department** has at its disposal 65 sworn personnel, 56 marked patrol vehicle(s), 18 unmarked police vehicle(s), 1 SWAT Team(s), 3 Hostage Negotiator(s), 1 Prisoner transport vehicle(s), 0 Dive Team(s), 0 fixed or rotary wing aircraft, 0 motor boat(s), 3 four wheel drive all-terrain vehicle(s), 1 Motorcycle, 1 Golf Cart, 1 F250 Marked Truck, 1 Lighting Trailer, 1 VMS SMART Trailer, 1 ATV Trailer, 1 Emergency/Accident Response Stocked Trailer, and 2 Canine Officer(s).
- (B) At the time of this signing, the **Fayetteville Police Department** has at its disposal _____ sworn personnel, _____ marked patrol vehicle(s), _____ unmarked patrol vehicle(s), _____ SWAT Team(s), _____ Hostage Negotiator(s), _____ Prisoner transport vehicle(s), _____ Dive Team(s), _____ fixed or rotary winged aircraft, _____ motor boat(s), _____ four wheel drive all-terrain vehicle(s), _____ Motorcycle(s), _____ Canine Officer(s), and Other: _____.

Term

It is understood that the undersigned agencies will review and update this agreement as needed. The term of this Agreement shall be for fifty (50) years; provided, however, that either party may terminate this agreement by providing thirty (30) days written notice to the other party. It is further understood that this agreement may be amended at anytime by either party after filing a 30 day written notice or intent with the second party. The agencies agree to abide by all local, state and federal laws as they relate to the privacy and security of personnel and criminal justice records and all regulations relative to non-discrimination practices concerning political affiliation, religion, race, color, sex, physical handicaps, age or national origin.

In witness whereof, said agency's Chief Executive Officers have hereto set their hands and affixed their seals the day and year first written.

Date: _____

Signed, sealed and
delivered as to agency,

Fayetteville Police Department

By: _____
Steven D. Heaton

Title: Chief of Police

City of Fayetteville

By: _____
Greg Clifton

Title: Mayor

Signed, sealed and
delivered as to agency,

Peachtree City Police Department

By: _____
H. C. "Skip" Clark, II

Title: Chief of Police

City of Peachtree City

By: _____
Don Haddix

Title: Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: City Council and Mayor

VIA: James L. Pennington, City Manager 

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

DATE: July 18, 2012

SUBJECT: Mutual Aid Agreement – Fayette County Sheriff's Office
City Council Agenda – August 2, 2012

Recommendation:

Staff recommends that the Mutual Aid Agreement between Fayette County Sheriff's Office and the Peachtree City Police Department be approved.

Discussion:

We are requesting that the Mutual Aid Agreement between the Fayette County Sheriff's Office and the Peachtree City Police Department be renewed. By renewing this agreement we will ensure that if the Fayette County Sheriff's Office were to call upon assistance by the Peachtree City Police Department they will be familiar with our requirements for mutual aid and available resources. Accordingly, the police department is requesting approval from the Mayor and City Council to enter into the attached mutual aid agreement (Mayor's signature required). Although written agreements are not required by law, they do provide guidelines and special provisions in the event that the Peachtree City Police Department has to call upon another agency for assistance. This agreement also allows both agencies to have a better understand what is expected when requesting assistance, the resources available from one jurisdiction to the other, and what is needed by the requesting City and/or law enforcement agency.

Budget Impact:

There is no budget impact concerning this agreement.

MUTUAL ASSISTANCE AGREEMENT

Between **Peachtree City Police Department** and the **Fayette County Sheriff's Office**.

It is hereby recognized that it is the policy of the undersigned law enforcement agencies to exist in and provide for positive and mutually beneficial public safety services with one another for the benefit of the citizens in our respective jurisdictions.

The undersigned departments agree that they shall provide to one another that assistance (as is available) which may be required in critical and emergency situations to ensure that the requesting agency is capable of performing its public safety function as mandated by law. It is understood that the assisting agency will provide only such personnel and equipment which can be reasonably loaned without endangering its own public safety mission.

The assisting agency shall consider its personnel to be operating in an on-duty capacity and as such shall provide for its employees' salary and life and workers compensation insurance as if the employee were on a normal and routine tour of duty.

Those agencies outside the Peachtree City jurisdiction area requesting assistance from the Peachtree City Police Department shall immediately contact the Sheriff of their County and ask that he assist with their request thereby ensuring that Peachtree City Police Department personnel have the power to arrest and detain as provided by law.

The following procedure shall be followed by all personnel authorized to request assistance from agencies entering into this Mutual Aid agreement.

1. The Chief Executive Officer, Chief of Police, or Sheriff, or his designee shall be authorized to request assistance or authorized to approve requests for assistance which arise from states of emergency, actual or imminent.
2. The Chief Executive Officer, Chief of Police or Sheriff, or his designee, shall be authorized to request assistance or authorized to approve requests for assistance which arise from public occurrences which require rapid response of short duration.

Whenever assistance for public occurrences necessitates assistance for more than one tour of duty, the requesting jurisdiction shall again gain the approval of the Chief Executive Officer or his designee, from the assisting jurisdiction. Without such approval after one complete tour of duty, the personnel of the assisting jurisdiction shall cease activity in the requesting jurisdiction.

3. Requests for assistance for public occurrences of short duration and states of emergency shall be made by telephone or the Inter-city or State Band Radio System. All requests for assistance for states of emergency shall be verified by Teletype Message initiated by the official authorized to make such a request.

4. Whenever possible, jurisdictions party to the Mutual Aid Agreement dated _____, 20____, shall alert other jurisdictions of the need to stand-by for possible assistance.
5. The requests for assistance shall include the following:
 - a. The name and position of the official making the request.
 - b. The nature of the emergency or public occurrence, and location.
 - c. The number of personnel requested, and whether specialized personnel are essential to the assistance.
 - d. The type of equipment needed for assistance.
 - e. The name and rank of the officer to which the assisting personnel shall report.
6. The Chief Executive Officer, or his designee of the assisting jurisdiction, shall evaluate all requests for assistance and shall promptly advise the requesting jurisdiction of the number of personnel, specialized units, and equipment that will be provided.

Deployment of Assisting Personnel

1. Whenever possible, assisting personnel shall be deployed as a unit, with supervision from the members of the assisting jurisdiction's command.
2. Assisting personnel shall be deployed as supporting units whenever possible.
3. The assisting personnel shall respond to all lawful directives issued by the ranking officer of the requesting jurisdiction. Such directives, which are contrary to law, or the orders, regulations and rules of the assisting jurisdiction, shall not be recognized.
4. The withdrawal of personnel or equipment shall be with the agreement of the requesting and assisting jurisdiction, if possible. Either the requesting or assisting jurisdiction shall cause the withdrawal of personnel and equipment if agreement is not reached. Notification shall be given upon withdrawal.
5. The requesting agency shall bear the responsibility through whatever means at hand, including the use of state-wide channels for ensuring that every operable unit has the capability for radio communications with a first line supervisor and the central dispatch center in use.

6. Both agencies agree that all fuel expenditures beyond the first tank will be provided by the requesting agency, lodging and meals responsibilities shall be borne by the requesting agency and salary expenses shall be borne by the employee's own department as is reasonable.
7. It shall be the responsibility of the County Sheriff (as is required by law) to operate the necessary detention facilities be they permanent or temporary including the need for such services in the event of mass arrests. This responsibility shall include processing of said individuals. The arresting agency shall make every effort to cooperate with the Sheriff and assist where possible and shall provide for the transportation of the arrestees to the detention facility.
11. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:
 - a. that the Requesting Jurisdiction that has jurisdiction in the City or County where the incident occurs shall be in command at said incident; and
 - b. that it is expressly understood that the aid actually furnished may be recalled at the sole discretion of the Chief Executive Officer, Chief of Police, or Sheriff of the assisting jurisdiction if circumstances warrant; and
 - c. that no party shall be liable to the other party for any costs incurred pursuant to this agreement; and
 - d. that all equipment furnished to a party by the other party pursuant to this agreement shall remain the property of the furnishing party, and all personnel acting for such furnishing party shall be and remain an employee or volunteer of that furnishing party; and
 - e. that let it further be stated the request for assistance may be refused by either party if it creates a problem in providing adequate public safety service coverage in either party's territorial limits.

Waiver of Claims

The parties to this agreement waive and renounce all claims against any other party hereto for any loss, damage, personal injury, or death occurring as a consequence of the performance or failure to perform any of the conditions of this agreement.

Use of Lethal Force

1. Lethal force by personnel of assisting jurisdictions shall be used only when necessary to prevent death or serious bodily harm to any person.
5. Specialized units, which are trained for hostage, or barricaded situations, are uniquely qualified to evaluate the conditions, which can only be resolved by the use of lethal force. Therefore, the Chief Executive Officer of the requesting jurisdiction shall not commit such specialized units as a unit to an event unless it is apparent that lethal force may be required. This shall not preclude assisting

jurisdictions from deploying individuals who may be assigned to said specialized units independent of said unit. When such units are committed, the supervision of the specialized unit shall be completely controlled by the Commander of the Unit. Continuous communications shall be maintained between the Commander of the specialized unit and the ranking officer of the jurisdiction. The purpose of this communication is to finalize the exercise of lethal force.

GENERAL INFORMATION

- (A) At the time of this signing, the **Peachtree City Police Department** has at its disposal 65 sworn personnel, 56 marked patrol vehicle(s), 18 unmarked police vehicle(s), 1 SWAT Team(s), 3 Hostage Negotiator(s), 1 Prisoner transport vehicle(s), 0 Dive Team(s), 0 fixed or rotary wing aircraft, 0 motor boat(s), 3 four wheel drive all-terrain vehicle(s), 1 Motorcycle, 1 Golf Cart, 1 F250 Marked Truck, 1 Lighting Trailer, 1 VMS SMART Trailer, 1 ATV Trailer, 1 Emergency/Accident Response Stocked Trailer, and 2 Canine Officer(s).
- (B) At the time of this signing, the **Fayette County Sheriff's Office** has at its disposal _____ sworn personnel, _____ marked patrol vehicle(s), _____ unmarked patrol vehicle(s), _____ SWAT Team(s), _____ Hostage Negotiator(s), _____ Prisoner transport vehicle(s), _____ Dive Team(s), _____ fixed or rotary winged aircraft, _____ motor boat(s), _____ four wheel drive all-terrain vehicle(s), _____ Motorcycle(s), _____ Canine Officer(s), and Other: _____.

Term

It is understood that the undersigned agencies will review and update this agreement as needed. The term of this Agreement shall be for fifty (50) years; provided, however, that either party may terminate this agreement by providing thirty (30) days written notice to the other party. It is further understood that this agreement may be amended at anytime by either party after filing a 30 day written notice or intent with the second party. The agencies agree to abide by all local, state and federal laws as they relate to the privacy and security of personnel and criminal justice records and all regulations relative to non-discrimination practices concerning political affiliation, religion, race, color, sex, physical handicaps, age or national origin.

In witness whereof, said agency's Chief Executive Officers have hereto set their hands and affixed their seals the day and year first written.

Date: _____

Signed, sealed and
delivered as to agency,

Fayette County Sheriff's Office

By: _____
Wayne Hannah

Title: Sheriff

Fayette County

By: _____
Herb Frady

Title: Commission Chairman

Signed, sealed and
delivered as to agency,

Peachtree City Police Department

By: _____
H. C. "Skip" Clark, II

Title: Chief of Police

City of Peachtree City

By: _____
Don Haddix

Title: Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: City Council and Mayor

VIA: James L. Pennington, City Manager 

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

DATE: July 18, 2012

SUBJECT: Mutual Aid Agreement – Coweta County Sheriff's Office
City Council Agenda – August 2, 2012

Recommendation:

Staff recommends that the Mutual Aid Agreement between Coweta County Sheriff's Office and the Peachtree City Police Department be approved.

Discussion:

We are requesting that the Mutual Aid Agreement between the Coweta County Sheriff's Office and the Peachtree City Police Department be renewed. By renewing this agreement we will ensure that if the Coweta County Sheriff's Office were to call upon assistance by the Peachtree City Police Department they will be familiar with our requirements for mutual aid and available resources. Accordingly, the police department is requesting approval from the Mayor and City Council to enter into the attached mutual aid agreement (Mayor's signature required). Although written agreements are not required by law, they do provide guidelines and special provisions in the event that the Peachtree City Police Department has to call upon another agency for assistance. This agreement also allows both agencies to have a better understand what is expected when requesting assistance, the resources available from one jurisdiction to the other, and what is needed by the requesting City and/or law enforcement agency.

Budget Impact:

There is no budget impact concerning this agreement.

MUTUAL ASSISTANCE AGREEMENT

Between **Peachtree City Police Department** and the **Coweta County Sheriff's Office**.

It is hereby recognized that it is the policy of the undersigned law enforcement agencies to exist in and provide for positive and mutually beneficial public safety services with one another for the benefit of the citizens in our respective jurisdictions.

The undersigned departments agree that they shall provide to one another that assistance (as is available) which may be required in critical and emergency situations to ensure that the requesting agency is capable of performing its public safety function as mandated by law. It is understood that the assisting agency will provide only such personnel and equipment which can be reasonably loaned without endangering its own public safety mission.

The assisting agency shall consider its personnel to be operating in an on-duty capacity and as such shall provide for its employees' salary and life and workers compensation insurance as if the employee were on a normal and routine tour of duty.

Those agencies outside the Peachtree City jurisdiction area requesting assistance from the Peachtree City Police Department shall immediately contact the Sheriff of their County and ask that he assist with their request thereby ensuring that Peachtree City Police Department personnel have the power to arrest and detain as provided by law.

The following procedure shall be followed by all personnel authorized to request assistance from agencies entering into this Mutual Aid agreement.

1. The Chief Executive Officer, Chief of Police, or Sheriff, or his designee shall be authorized to request assistance or authorized to approve requests for assistance which arise from states of emergency, actual or imminent.
2. The Chief Executive Officer, Chief of Police or Sheriff, or his designee, shall be authorized to request assistance or authorized to approve requests for assistance which arise from public occurrences which require rapid response of short duration.

Whenever assistance for public occurrences necessitates assistance for more than one tour of duty, the requesting jurisdiction shall again gain the approval of the Chief Executive Officer or his designee, from the assisting jurisdiction. Without such approval after one complete tour of duty, the personnel of the assisting jurisdiction shall cease activity in the requesting jurisdiction.

3. Requests for assistance for public occurrences of short duration and states of emergency shall be made by telephone or the Inter-city or State Band Radio System. All requests for assistance for states of emergency shall be verified by Teletype Message initiated by the official authorized to make such a request.

4. Whenever possible, jurisdictions party to the Mutual Aid Agreement dated _____, 20____, shall alert other jurisdictions of the need to stand-by for possible assistance.
5. The requests for assistance shall include the following:
 - a. The name and position of the official making the request.
 - b. The nature of the emergency or public occurrence, and location.
 - c. The number of personnel requested, and whether specialized personnel are essential to the assistance.
 - d. The type of equipment needed for assistance.
 - e. The name and rank of the officer to which the assisting personnel shall report.
6. The Chief Executive Officer, or his designee of the assisting jurisdiction, shall evaluate all requests for assistance and shall promptly advise the requesting jurisdiction of the number of personnel, specialized units, and equipment that will be provided.

Deployment of Assisting Personnel

1. Whenever possible, assisting personnel shall be deployed as a unit, with supervision from the members of the assisting jurisdiction's command.
2. Assisting personnel shall be deployed as supporting units whenever possible.
3. The assisting personnel shall respond to all lawful directives issued by the ranking officer of the requesting jurisdiction. Such directives, which are contrary to law, or the orders, regulations and rules of the assisting jurisdiction, shall not be recognized.
4. The withdrawal of personnel or equipment shall be with the agreement of the requesting and assisting jurisdiction, if possible. Either the requesting or assisting jurisdiction shall cause the withdrawal of personnel and equipment if agreement is not reached. Notification shall be given upon withdrawal.
5. The requesting agency shall bear the responsibility through whatever means at hand, including the use of state-wide channels for ensuring that every operable unit has the capability for radio communications with a first line supervisor and the central dispatch center in use.

6. Both agencies agree that all fuel expenditures beyond the first tank will be provided by the requesting agency, lodging and meals responsibilities shall be borne by the requesting agency and salary expenses shall be borne by the employee's own department as is reasonable.
7. It shall be the responsibility of the County Sheriff (as is required by law) to operate the necessary detention facilities be they permanent or temporary including the need for such services in the event of mass arrests. This responsibility shall include processing of said individuals. The arresting agency shall make every effort to cooperate with the Sheriff and assist where possible and shall provide for the transportation of the arrestees to the detention facility.
12. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:
 - a. that the Requesting Jurisdiction that has jurisdiction in the City or County where the incident occurs shall be in command at said incident; and
 - b. that it is expressly understood that the aid actually furnished may be recalled at the sole discretion of the Chief Executive Officer, Chief of Police, or Sheriff of the assisting jurisdiction if circumstances warrant; and
 - c. that no party shall be liable to the other party for any costs incurred pursuant to this agreement; and
 - d. that all equipment furnished to a party by the other party pursuant to this agreement shall remain the property of the furnishing party, and all personnel acting for such furnishing party shall be and remain an employee or volunteer of that furnishing party; and
 - e. that let it further be stated the request for assistance may be refused by either party if it creates a problem in providing adequate public safety service coverage in either party's territorial limits.

Waiver of Claims

The parties to this agreement waive and renounce all claims against any other party hereto for any loss, damage, personal injury, or death occurring as a consequence of the performance or failure to perform any of the conditions of this agreement.

Use of Lethal Force

1. Lethal force by personnel of assisting jurisdictions shall be used only when necessary to prevent death or serious bodily harm to any person.
6. Specialized units, which are trained for hostage, or barricaded situations, are uniquely qualified to evaluate the conditions, which can only be resolved by the use of lethal force. Therefore, the Chief Executive Officer of the requesting jurisdiction shall not commit such specialized units as a unit to an event unless it is apparent that lethal force may be required. This shall not preclude assisting

jurisdictions from deploying individuals who may be assigned to said specialized units independent of said unit. When such units are committed, the supervision of the specialized unit shall be completely controlled by the Commander of the Unit. Continuous communications shall be maintained between the Commander of the specialized unit and the ranking officer of the jurisdiction. The purpose of this communication is to finalize the exercise of lethal force.

GENERAL INFORMATION

- (A) At the time of this signing, the **Peachtree City Police Department** has at its disposal 65 sworn personnel, 56 marked patrol vehicle(s), 18 unmarked police vehicle(s), 1 SWAT Team(s), 3 Hostage Negotiator(s), 1 Prisoner transport vehicle(s), 0 Dive Team(s), 0 fixed or rotary wing aircraft, 0 motor boat(s), 3 four wheel drive all-terrain vehicle(s), 1 Motorcycle, 1 Golf Cart, 1 F250 Marked Truck, 1 Lighting Trailer, 1 VMS SMART Trailer, 1 ATV Trailer, 1 Emergency/Accident Response Stocked Trailer, and 2 Canine Officer(s).
- (B) At the time of this signing, the **Coweta County Sheriff's Office** has at its disposal _____ sworn personnel, _____ marked patrol vehicle(s), _____ unmarked patrol vehicle(s), _____ SWAT Team(s), _____ Hostage Negotiator(s), _____ Prisoner transport vehicle(s), _____ Dive Team(s), _____ fixed or rotary winged aircraft, _____ motor boat(s), _____ four wheel drive all-terrain vehicle(s), _____ Motorcycle(s), _____ Canine Officer(s), and Other: _____

Term

It is understood that the undersigned agencies will review and update this agreement as needed. The term of this Agreement shall be for fifty (50) years; provided, however, that either party may terminate this agreement by providing thirty (30) days written notice to the other party. It is further understood that this agreement may be amended at anytime by either party after filing a 30 day written notice or intent with the second party. The agencies agree to abide by all local, state and federal laws as they relate to the privacy and security of personnel and criminal justice records and all regulations relative to non-discrimination practices concerning political affiliation, religion, race, color, sex, physical handicaps, age or national origin.

In witness whereof, said agency's Chief Executive Officers have hereto set their hands and affixed their seals the day and year first written.

Date: _____

Signed, sealed and
delivered as to agency,

Coweta County Sheriff's Office

By: _____
Mike Yeager

Title: Sheriff

Coweta County

By: _____
Theron Gay

Title: County Administrator

Signed, sealed and
delivered as to agency,

Peachtree City Police Department

By: _____
H. C. "Skip" Clark, II

Title: Chief of Police

City of Peachtree City

By: _____
Don Haddix

Title: Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 
Community Services Director

FROM: Planning and Zoning Administrator *David*

DATE: July 11, 2012

SUBJECT: Discussion of a request from a homeowner within the Centennial subdivision to consider selling a portion of city-owned greenbelt.
July 12, 2012 City Council Agenda

Recommendation:

That Council provide guidance to Staff and the City Attorney as to whether or not they wish to proceed with this request.

Discussion:

This item was originally presented to City Council at their meeting on June 7, 2012. At that meeting, Staff presented information that we have determined to be inaccurate. We apologize for this error and hope this memorandum will clear up any discrepancies in our earlier presentation.

In our previous presentation, we stated the rear property line of the lot adjacent to Mr. Lu's had been modified at the request of the builder (John Wieland Homes) following the recording of the final plat for Phase 3B. We also stated that Staff approved this request because the greenbelt behind the subject lot had not yet been accepted by the city.

Following further investigation, we have determined that, in fact, the greenbelt behind Mr. Lu's property as well as his neighbors property had been dedicated to the city on July 23, 2002 when the final plat for Phase 1B of the Centennial subdivision was recorded. This greenbelt is 1.1649 acres in size and contains one of the stormwater detention facilities within the subdivision, with access from Revolution Drive.

Discussion of acquiring city-owned greenbelt (706 Bostonian Terrace)

July 11, 2012

Page 2

The final plat for Phase 3B was not recorded until February 2, 2004. This phase of the subdivision included 28 lots along an extension of Revolution Drive as well as Bostonian Terrace. Several of these lots share a common property line with the greenbelt dedicated to the city as a part of Phase 1B.

Our records show the Building Permit for the home on Lot 144 (Mr. Lu's home) was issued on September 8, 2004, and the Certificate of Occupancy was issued on May 26, 2005. Because of the configuration of the rear lot line and the associated building setback, an irregular-shaped deck was constructed on the rear of the home.

Prior to constructing the home on Lot 143 (the lot adjoining Mr. Lu's property), representatives from John Wieland Homes requested that the rear property line be extended from 90' to 100' so they could fit the proposed home and the rear deck on the property. A revised final plat for that lot was submitted to and approved by City Staff, and the plat was recorded on July 20, 2005.

Because the rear property line adjoined the greenbelt that had already been deeded to the city as a part of Phase 1B, Staff approved this request in error. This request should have come before City Council for approval and followed the established land disposition procedures.

The Building Permit for the home on Lot 143 (Mr. Lu's neighbor) was issued on August 16, 2005, and the Certificate of Occupancy was issued on May 23, 2006.

Because of these new circumstances, this item is being placed on the Council Agenda for discussion.

To summarize:

- The final plat for Phase 1B of the Centennial subdivision was recorded on July 23, 2002. That plat included a dedication of a 1.1649-acre greenbelt.
- The final plat for Phase 3B of the Centennial subdivision was recorded on February 2, 2004. Several lots within this phase of the subdivision share a common property line with the 1.1649-acre greenbelt.
- The Building Permit for the home on Lot 144 (Mr. Lu's home) was issued on September 8, 2004, and the Certificate of Occupancy was issued on May 26, 2005. Because of the rear lot line configuration and the associated

Discussion of acquiring city-owned greenbelt (706 Bostonian Terrace)

July 11, 2012

Page 2

building setbacks, an irregular-shaped deck was constructed on the rear of the home.

- Prior to construction of the home on the adjoining lot (Lot 143), John Wieland homes requested a modification of the plat to increase the depth of this lot from 90' to 100'. That request was approved by City Staff on July 20, 2005.
- Approval of that plat was in error, as the property at the rear of this lot had already been deeded to the city as greenbelt.
- The Building Permit for the home on Lot 143 (Mr. Lu's neighbor) was issued on August 16, 2005, and the Certificate of Occupancy was issued on May 23, 2006.

Other items to consider:

- In reviewing the final plats for each phase of the Centennial subdivision, it is evident the average depth of the smaller lots within the subdivision is no less than 120'.
- There are seven (7) lots that back up to the greenbelt separating Centennial from the Cedarcroft subdivision that are platted at 100' in depth.
- The only lots in the entire subdivision that were platted with a depth of less than 100' were Lots 143 (Mr. Lu's neighbor) and 144 (Mr. Lu).
- While approved in error, Lot 144 was replatted to increase the depth from 90' to 100'. This replat increased the total size of Lot 144 by 753 SF.
- Should Council agree to Mr. Lu's request and his lot is replatted, the total size of Lot 143 would increase by approximately 420 SF.
- City Staff, including the City Engineer, the Stormwater Manager and the Planning and Zoning Administrator, have no issues with the replatting of this lot. Decreasing the size of the greenbelt will have no impact on the capacity of the existing stormwater detention facility and there would still be sufficient capacity to properly maintain the stormwater detention pond.

Budget impact:

There are no budget impacts associated with this request as all expenses would be paid by the property owner.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council
VIA: City Manager 
FROM: Financial Services Director *RS.*
DATE: July 27, 2012
SUBJECT: Consider Amendment to Purchasing Ordinance
August 2, 2012 City Council Meeting

Recommendation:

Accept the attached ordinance amendments that adjust the requirements for obtaining sealed bids and written quotes.

Discussion:

This provision of the city's code of ordinances was last revised in 1999. Since there is a cost involved for both the city and vendors to go through a sealed bid process, as well as some operational impediment, staff decided to evaluate the current threshold. A survey was conducted of the 12 other Class B cities in Georgia to determine if our current policy may be outdated and if an increase to \$25,000 may be appropriate. According to the attached survey, a majority of the Class B cities now have their threshold set above our current level of \$10,000 and five are at or above the proposed \$25,000 level.

Considering the results of this survey, and the anticipated reductions in cost and time to complete some of the smaller maintenance projects and equipment purchases, staff recommends increasing the sealed bid threshold from \$10,000 to \$25,000. The ordinance provision for requiring three written quotes also needs to be increased to cover purchases between \$10,000 and \$25,000. Staff will also be reviewing internal procedures for obtaining written quotes to ensure we maintain a fair process for obtaining such quotes.

Budgetary Impact:

Expect to gain some operational efficiency that will create some positive budgetary impact.

ORDINANCE NUMBER _____

AN ORDINANCE TO AMEND CHAPTER 34, FINANCE, OF THE PEACHTREE CITY CODE OF ORDINANCES, AS AMENDED, TO PROVIDE FOR PURCHASING PROCEDURES IN OBTAINING BIDS AND PRICE QUOTATIONS; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR 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. Chapter 34, Article II, Division 4, Purchasing Procedures, as amended, be further amended as follows:

Sec. 34-117. - Bids/price quotations.

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

- (1) \$500.00 and under—Department selection with final approval by division director/chief.
- (2) Over \$500.00 but less than \$1,000.00—Department selection with final approval by chief administrative officer or his/her designee.
- (3) \$1,000.00 and over but less than \$5,000.00—Three verbal quotes with final approval by chief administrative officer or his/her designee.
- (4) \$5,000.00 and over but less than, ~~\$25,000~~ —Three written quotes with final approval by chief administrative officer or his/her designee.

Deleted: \$10,000.00

- (5) ~~\$25,000~~ and over, with the exception of gasoline and diesel fuel purchases handled as in subsection (4) above—Sealed bids with final approval as provided in section 36-118.

Deleted: \$10,000.00

Section 2. 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 3. 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 4. This ordinance shall be in full force and effect upon its adoption.

This _____ day of _____ 2012.

Don Haddix, Mayor

Attest: _____
City Clerk

	Formal Sealed Bids
Lawrenceville	\$40,000
Alpharetta	\$25,000
Kennesaw	\$25,000
East Point	\$25,000
Gainesville	\$20,000
Smyrna	\$20,000
Dalton	\$15,000
Hinesville	\$15,000
Valdosta	\$10,000
Peachtree City	\$10,000
Rome	\$10,000
Douglasville	\$100,000

Ingram wants a copy of this

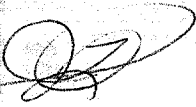
Penny in Purchasing no quotes required under 2,500

Currently trying to raise as well (Regina in Purchasing)
3 quotes required for all other purchases

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager 

FROM: Financial Services Director P.S.

DATE: July 27, 2012

SUBJECT: Consider contracts for Information Technology Managed Services

August 2, 2012 City Council Meeting

Recommendation:

Approve attached contract with the firm Presidio to provide managed Information Technology services for the annual cost of \$143,480, which includes a one-time setup fee of \$12,800. The annual contract amount for years two and three of the contract is \$130,680 (\$10,890 per month) for a three-year total of \$404,840. Also approve contract with Southern Technology Inc. in the amount of \$23,900 to assist in the transition to the new hardware and managed services environment.

Discussion:

This contract is basically to replace the services we had been receiving from both the Systems Administrator position and one of the three Systems Specialist positions, both of which are now vacant through attrition. Through the RFP process, staff learned that most managed services agreements do not include certain services normally provided by IT staff members, such as unpacking and attaching new equipment to the network, application software support and some after-hours support needs. Therefore, management is proposing a hybrid setup for IT which would include the managed services agreement supplemented by the two remaining IT staff members.

The managed services agreement will also provide additional depth of service and knowledge base to support our technology infrastructure, which is currently undergoing a major upgrade process. Management firmly believes that the introduction of managed IT services, along with the more efficient IT infrastructure, will significantly enhance productivity and lower the overall cost of providing technology services citywide. The agreement includes a one-time implementation fee, and monthly fees and charges for IT support services based upon the number

of devices the city has to support. It also includes additional services such as proactive remote monitoring of our IT environment, CIO (IT governance) and strategic planning services, hardware/software inventory management, and technology budgeting assistance, to name a few. Due to economies of scale, Presidio can also provide a much more diversified skill set and knowledge base than any one employee (Systems Administrator) could, and at a similar price to that of a highly-qualified employee.

The city engaged the firm Southern Technology to assist with the highly technical RFP process used to come up with this recommendation. A copy of their recommendation is attached, which includes an explanation of the evaluation methodology and other analyses used to rate and score the firms that responded. Since the recommendation to use Presidio involves changing firms, management feels very strongly that we need to retain their services on a brand-name basis to aid in the transition to the new hardware environment and away from VC3. The attached agreement is for them to:

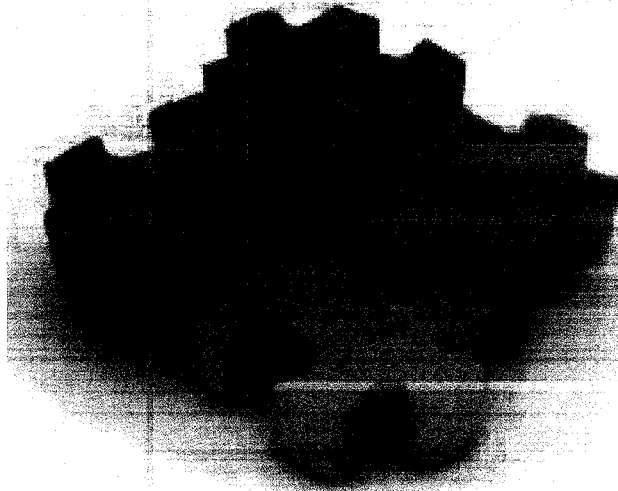
- Ensure that VC3 completes the Phase I hardware/network installation according to contract specifications
- Ensure proper knowledge transfer from VC3 to Presidio
- Define responsibilities of in-house staff and ensure a clear understanding of everyone's roles going forward.

Representatives of both firms will be present at the Council meeting to answer any questions. The City Attorney has reviewed both contracts.

Budgetary Impact:

The contract will cost approximately \$34,580 for the remainder of FY 2012. A separate year-end budget amendment will be submitted to cover professional services for these contracts, and other services provided by VC3, since the two IT positions became vacant.

The City of Peachtree City



RFP Evaluation Results

PEACHTREE CITY RFP 12-128PIT

Proposal for Information Technology Support Services

Recommendation provided by

Peachtree City Purchasing in conjunction with Southern Tech Professional Consulting
Service, July 24, 2012

Presented by:

Southern Technology Consulting



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BACKGROUND

Peachtree City was contracted to have an in-depth Technology Assessment to provide findings and recommendations to enhance their computing infrastructure. The analysis provided insight regarding the current data network, key IT systems and services providing data connectivity, stability and the general readiness of the existing network systems.

The result was a technology plan including roadmap recommendation for short-term, mid-range and long-term projects. The City Council approved the short-term assessment and authorized procurement to generate a request for proposal to support the assessment.

One aspect of the assessment included providing IT Support Services or a Managed Services solution which would require an external firm to provide certain technology services to the city of Peachtree City.

Peachtree City created a request for proposal (RFP No. 12-128PIT) for the Information Technology Support Services. The city issued this RFP to accomplish the following objectives:

- Provide 24x7 incident support for all devices on the network
- Manage the complexity of the IT network infrastructure
- Manage and monitor all network servers
- Monitor the network and proactively reduce outages before they happen
- Control IT expenditures
- Manage and monitor backup services
- Manage antivirus and end point protection
- Provide desktop support for users
- Provide related CIO services including assisting with IT planning, capital budgeting, establishing IT best practices and creating roadmaps
- Assist managing hardware and software license compliance
- Increase employee productivity by significantly eliminating downtime caused by PC issues, viruses and hardware failures
- Provide end users with predictable quality services

The RFP was sent directly to over 140 vendors and posted onto the Peachtree City website.

There were mandatory pre-solicitation meetings that were attended by seven (7) technology service providers with the city receiving three (3) bid responses to the RFP.

REQUEST FOR PROPOSAL ANALYSIS

The proposal for Information Technology Support Services RFP (12-128PIT) is designed to implement Phase I of the Information Technology Assessment provided to the city of Peachtree City by a third party IT service provider.

The elements of the RFP consist of the following activities:

ACTIVITIES	BENEFITS
Provide Network Monitoring • Proactively monitor the network looking for alerts and troubleshooting • Notification and detection of event • Proactive trending and analysis	• Provide a stable architecture • Increase throughput performance • Protect against unplanned failures • Reduce business risk
Provide Data Center and Server Monitoring Support • Virtual server management • Backup management • Patch management • Anti-virus and anti-spam	• Reduce employee and organization downtime by improving productivity • Improve reliability of data recovery while reducing data loss • Reduce risk of security breaches • Improve compliance • Increase service and efficiency
Provide Remote Support • 24x7 remote monitoring • Desktop and application support • Proactive remediation	• Lower IT administration cost • Eliminate extended application downtime • Provide rapid problem resolution
Provide Chief Information Officer Services • Capital budgeting • IT strategic planning • IT metric review	• Lower total cost of ownership • Provide predictable pricing • Provide best practice processes and workflows • Create streamline utilization of IT resources • Provide long-term IT roadmap

EVALUATION METHODOLOGY

An approach was chosen to provide a fair, balanced evaluation of all proposals submitted. This methodology included using experienced IT professionals; a technology decision matrix for scoring; independent proposal review sessions; vendor interviews; third party certification and analysis of data; reference checks; and finally a robust comparison of the analysis from each evaluator. Once each proposal was vetted thoroughly an impartial recommendation was presented to Peachtree City procurement.

The evaluation methodology steps included:

- PTC retained the services of Southern Tech Professional Consulting Services (STPCS), a professional IT Network Services organization, to assist with the technical evaluation process.
- A two (2) step approach was used which included a technical proposal and cost proposal.
- Technical proposals were evaluated first, eliminating any service providers not meeting the mandatory requirements; then the cost proposals for the remaining service providers were evaluated.
- Three (3) STPCS evaluators reviewed the technical proposals independently and without discussion.
- At the completion of independent evaluations, conference calls were held with the service providers to ensure 1) a complete understanding of their proposal; 2) clarify potentially unclear statements; and 3) to ensure the services offered by each vendor was comparable.
- A technical review decision matrix was used that served as the basis for evaluating and selecting the service provider. The decision matrix contained criteria developed by Peachtree City procurement and STPCS for information technology projects on which each of the service provider's proposals were evaluated and given weightings. The rating given by each reviewer for all selected criteria was entered into the decision matrix. These ratings were given to each proposal. Finally, the data was tabulated and used to evaluate each individual proposal. The combined evaluation ratings were aggregated for each proposal and from all reviewers across all weighted selected criteria, which created a final proposal score.

TECHNICAL ANALYSIS

The following areas were used to evaluate the technical applicability of each proposal.

Relevant Project Experience

Relevant project experience is a very good indicator of the organization's ability to perform. During the evaluation, the service provider's references, project type/size, technical requirements and experience were used to understand the potential relevance, experience and fit for this project.

The following criteria were used in the evaluation:

- Technical Qualification / Experience
- Strong reference list (similar to the current opportunity)
- Project type and size of virtualization projects
- Company focus is municipality and government service organizations
- Company reputation
- Tenure of provider
- Comprehensive capability
- Partnership with Citrix and VMware
- Local or regional client base
- Professional management team
- Top management has strong technical background and understanding of technology

Project Team

It is mandatory that there be sufficiency of personnel actually tasked to the engagement, and not simply or theoretically available to assist. This would include depth of experience, certifications, and similarity of previous engagements. The people provided will be able to proactively and sensitively manage the service engagement and time frame the project requires.

Each proposal was evaluated based on the following:

- Proper resources assigned
- Experience and background of key personnel
- Minimum requirements include Cisco Premier Partner with CCNP or CCIE, VMware Professional, Microsoft Certified Technology Specialist, Citrix Certified Administrator, Certified Project Manager
- Project properly staffed
- Senior resource with a high degree of expertise available and working on the project
- Sufficiency of personnel actually tasked to the engagement, and not simply or theoretically available to assist
- Pass National Fingerprint waiver
- Support Plan

The project plan should demonstrate the service provider's clear understanding of the project. This includes the thoroughness, clarity, and soundness of the proposed approach and plan that is sufficient to answer the business question. The proposal and team should properly address both quantitative

factors and qualitative factors specific to the need which should result in the best overall supportable opinion or process.

Each proposal was evaluated based on the following:

- Clearly understand project
- Plan presented in a clear, succinct fashion
- Project plan or similar documentation provided
- Complete approach, well documented, standard methodology
- The thoroughness, clarity, and soundness of the proposed approach and plan are sufficient to answer the business question
- Proposal approach lines up with the business objectives and configuration of the city of Peachtree City information technology staff
- Technology, processes and methodology are adequately represented
- Service levels provided
- The delivered services and reports are sufficient for the business decision and documentation as necessary
- Proximity On-Site - The service providers are physically close to improve on-site access when needed and/or keep travel costs low
- Quality Control - The work plan includes sufficient control mechanisms so the integrity of the work is held optimum
- Clear explanation of exceptions/out of scope elements detailed
- Logical Process - The proposal follows a process that would appear to result in the information necessary to make the business decision or implement the desired action(s)
- Creativity - The proposal brings a unique and valuable creative resource to addressing the need
- Time Frame - The time frame for completion is suitable to the need and relative to what others would require to complete a similar scope of work

PROPOSAL RATING SCHEDULE	
Criteria	Weight
Relevant Project Experience	30%
Project Team	25%
Price	20%
Project Plan	15%
Financial Stability	10%

Pricing Analysis

The following methodology was used to evaluate the pricing of each proposal.

The ratio method was utilized to award points based on the cost provided for each proposal. Below are the steps for converting the dollar amount into a score or awarded points.

With the ratio method, the proposal with the lowest cost receives the maximum points allowed. All other proposals receive a percentage of the points available based on their cost relationship to the lowest. This is determined by applying the following formula:

$$\frac{\text{Lowest Cost}}{\text{Cost Being Evaluated}} \times \text{Maximum Points Available} = \text{Awarded Points}$$

The total contract cost was utilized in the evaluation process including setup fees and three year annualized cost.

TECHNICAL EVALUATION AND SCORING

The technical evaluation and scoring focused on the evaluation criteria presented above. The analysis of Presidio, VC3 and Tista provided a different contrast and approach for each organization.

The plan to provide information technology support submitted by Tista was not a fit for the services the city of Peachtree City requires. The submittal was not prepared in the format required and didn't focus on presenting a conscience plan for satisfying the needs of the city of Peachtree City. They provided limited details as to how this project would be implemented and supported. Technical solutions that would be used to manage this project were not clearly outlined by Tista. More emphasis was placed on their large scale federal installation support with the Defense Information Systems Agency (DISA) – Joint Spectrum Center. Although impressive it was not a good comparison nor fit for the service work required for the city of Peachtree City. The majority of Tista's past performance dealt almost exclusively with the federal government with very little municipality project work.

Tista's plan involved providing IT staff augmentation to the existing IT staff and the city of Peachtree City. Their plan primarily focused on hiring two (2) new personal, if awarded the contract, and they along with a project manager and virtual CIO would provide 24x7 support. This approach, along with the lack of significant relevant experience or providing a remote support center to monitor the city of Peachtree City's network proved to eliminate Tista from consideration. Their solution was the least attractive of the three.

VC3's approach is to offer their ServiceAdvantage (managed service solution) solution combined with their Technical Assistance Center (TAC) which provides remote incident and service request assistance. Their plan involves providing two (2) dedicated IT professionals in addition to providing remote support. Their on-site resources would be on premise providing support during the first 3-6 months. After the initial six (6) months, the two (2) dedicated resources would continue to focus exclusively on the city of Peachtree City's IT environment while being supported by remote engineers from their Network Operation Center. These resources would be dispatched on-site on an as-needed-basis.

VC3's solution would include providing coverage for the entire computing infrastructure along with on-site desktop and application support. Their plan provides full coverage for the IT department. The solution supports a full outsourced model which makes VC3 totally responsible for all IT services and task completion. It assumes that the city of Peachtree City would be providing no IT resources. However, the current staffing plan for the city of Peachtree City's IT department is to continue this fiscal year and the next with a minimum of two (2) IT staffing resources. VC3 has acknowledged that this plan might be more robust in the area of on-site support staff than what's needed due to the availability of existing Peachtree City IT resources. As such, they can provide a model that eliminates the on-site desktop and application support IT resources while still providing a manage service solution which allows them to work alongside Peachtree City's IT employees.

VC3 has inherit knowledge of the IT environment and understand the architecture of the city's network. They put forth an aggressive support plan which would provide a total of four (4) IT resources within the department (two (2) VC3 employees supporting/managing two (2) city of Peachtree City's IT resources). They have extensive experience with municipalities having worked with over 100 agencies. VC3 presented a plan which uses qualified team members who have the necessary certifications. Their plan provides a comprehensive approach with a detailed On-boarding process.

Even though VC3 has provided a plan with several elements that meet the requirements for the city of Peachtree City, it doesn't provide the best fit of the proposals submitted. Below are a few items that were not favorable regarding their proposal:

- VC3's solution reduces the likelihood of unbudgeted monthly charges by providing two (2) full time VC3 IT resources in addition to the existing IT staff for the city. However, the price for delivering these resources along with the remote managed service solution comes at a premium to the city of Peachtree City and is not as competitively priced.
- The project manager assigned to this project also serves as the Director of Service Delivery and is providing project management for the execution of RFP 12-127 (Computer Hardware, Software, Peripherals and Installation). By splitting time between so many projects, the focus level and possible attention to detail isn't as concentrated as if they were only responsible for project management duties on this account.
- All project team members associated with delivering the Computer Hardware, Peripherals and Installation service RFP (12-127) are the exact same team members proposed for the Information Technology Support Services RFP. This brings into question the possible reduction in the quality of the service delivered across both projects. Even though this design could be attractive in some situations it also could be viewed as a resource constraint that yield quality issues within their model.
- VC3's submitted proposal which provides two (2) additional IT resources on-site to those IT resources from the city of Peachtree city, doesn't provide a good fit to the current budgeted plan for the current and upcoming fiscal year.

Albeit a comprehensive proposal, VC3's plan wasn't the most optimal solution of the proposals received by Peachtree City. Specifically, another proposal received has the infrastructure and resources to offer Peachtree City a more robust support solution while providing a higher degree of customer support all at a lower cost.

Presidio is offering the city of Peachtree City their Sentry Managed solution support by their First Call Response Center (FCRC). Their proposal covers monitoring, troubleshooting, configuration and break fix for your network, data center servers, patch management, backups and help desk support. The solution is designed to provide IT services to organizations, both large and small, who would like to outsource parts or all of their IT support. Additionally, Presidio provide up to 15 hours monthly on site support of virtual CIO services as part of their offering.

Based on their responses, Presidio's support plan demonstrates a clear understanding of the project scope and requirements. Their proposal plan provides an optimal fit by creating a blend model of utilizing the city of Peachtree City's IT staff along with the remote IT resources supporting the managed service solution.

Their plan involves a totally remote support solution with no employees on premise but dispatched on an as-needed-basis. If covered systems cannot be corrected appropriately from a remote perspective, Presidio will dispatch an engineer on-site day or night at no additional charge. The coverage provided includes 24x7x365 network monitoring availability across five (5) network operation centers (NOC). The project team consists of five (5) senior management staff from the NOC supported by over 140 resources providing help desk support.

Presidio has the infrastructure and resources to offer Peachtree City a more robust, scalable support solution at a high degree of customer service which was confirmed by their references.

Presidio has extensive experience working with municipalities with hundreds of government project across 26 states supporting more than 200,000 devices. Their staff includes over 2,000 employees with 3,500+ certifications which include the key technologies utilized at the city of Peachtree City. The key employees assigned to this project have significant experience in providing these services to similar organizations.

The large company size that Presidio has provides efficiencies in their managed services solution and is attractive to the city of Peachtree City because it:

- Increases the depth of knowledge available to the account
- Provide multiple experts within each IT domain
- Lowers the overall cost of providing IT services
- Yields competitive managed service pricing

Many large companies customer service erodes as they grow but third party evidence supports a strong customer focus by Presidio as seen by:

- First Call Resolution close over 70% of tickets in first call and answer calls in 30 seconds
- One of the highest Net Promoter Scores in the industry at 95% client retention rate
- Awarded Cisco 2012 Enterprise Partner of the Year – Americas
- Awarded 2011 VMware Global Desktop Partner of the Year

The level of experience, expert staff, methodology and delivery in the area of managed services makes Presidio the best fit to provide the long term Information Technology Support Services to the city of Peachtree City. Additionally, their proposal provided the least price to the city of Peachtree City for Information Technology Support Services.

As a result, the PRESIDIO'S proposal was favored over those of VC3 and TISTA.

Below are scores and weights from each evaluator supporting the decision.

DETAIL SCORES & WEIGHTS							
FIRM NAME:		PRESIDIO					
Reviewer Name:		ADAMS		HARRIS		SMITH	
Criterion	Weight	Rating	Score	Rating	Score	Rating	Score
Relevant Project Experience	0.30	4	1.20	4	1.20	5	1.50
Project Team	0.25	3	0.75	3	0.75	5	1.25
Project Plan	0.15	4	0.60	4	0.60	5	0.75
Price	0.20	5	1.00	5	1.00	5	1.00
Financial Stability	0.10	4	0.40	4	0.40	4	0.40
Total	1.00		4.45		3.95		4.90

FIRM NAME:		VC3					
Reviewer Name:		ADAMS		HARRIS		SMITH	
Criterion	Weight	Rating	Score	Rating	Score	Rating	Score
Relevant Project Experience	0.30	5	1.50	3	0.90	4	1.20
Project Team	0.25	3	0.75	2	0.50	4	1.00
Project Plan	0.15	3	0.45	2	0.30	4	0.60
Price	0.20	1.46	0.29	1.46	0.29	1.46	0.29
Financial Stability	0.10	4	0.40	4	0.40	4	0.40
Total	1.00		3.39		2.39		3.49

FIRM NAME:		TISTA*					
Reviewer Name:		ADAMS		HARRIS		SMITH	
Criterion	Weight	Rating	Score	Rating	Score	Rating	Score
Relevant Project Experience	0.30	1	0.30	2	0.60	3	0.90
Project Team	0.25	1	0.25	1	0.25	1	0.25
Project Plan	0.15	1	0.15	1	0.15	1	0.15
Price	0.20	0	0.00	0	0.00	0	0.00
Financial Stability	0.10	4	0.40	4	0.40	4	0.40
Total	1.00		1.10		1.40		1.70

*TISTA's pricing was not considered due to scoring less than 3.0 during the technical evaluation

Below are the final scores for the technical and pricing evaluation.

FINAL CUMULATIVE SCORE			
Reviewer	PRESIDO	VC3	TISTA
ADAMS	4.45	3.39	1.10
HARRIS	3.95	2.39	1.40
SMITH	4.90	3.49	1.70
Average Rating	4.43	3.09	1.40
Winning Score – PRESIDIO		4.43	

Based on the technical and pricing analysis the winning score at 4.43 is PRESIDIO.

Exhibit 1 – Final Cumulative Score Graph

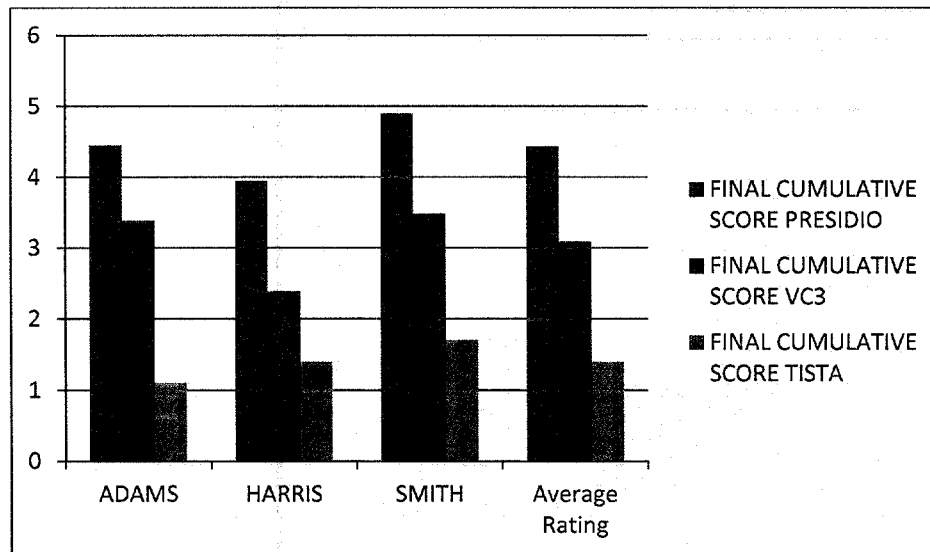


Exhibit 1 – Final Cumulative Score Graph –PRESIDIO average rating 4.43 vs. (VC3 3.09 & TISTA 1.40)

PRICING EVALUATION

The following pricing proposals were received for the Information Technology Support Services RFP.

PRICING EVALUATION							
Company	Setup	Monthly	Yr 1	Yr 2	Yr 3	Total	Score
PRESIDIO	\$12,800	\$10,890	\$143,480	\$130,680	\$130,680	\$404,840	5.00
VC3	\$37,250	\$37,250	\$484,250	\$447,000	\$447,000	\$1,378,250*	1.46
TISTA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
Winning Score - PRESIDIO							5.00

Based on the pricing analysis the winning score is PRESIDIO.

* VC3 price includes providing 2 IT resources that are deployed on-site support for the first 6 months of the contract which is not included in Presidio's price.

Exhibit 2 – Pricing Graph

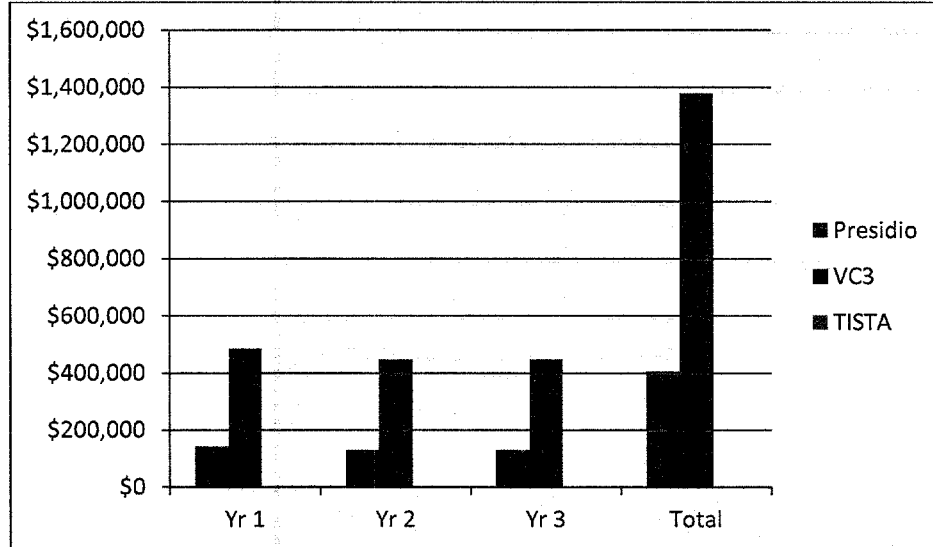


Exhibit 2 - Pricing Graph – Shows PRESIDIO has the lower bid. TISTA pricing was not evaluated. VC3 price includes 2 on-site VC3 IT resources where Presidio's do not include any on-site resources.

PEACHTREE CITY'S IT DEPARTMENT STRUCTURE/SUPPORT

The current staffing plan for the city of Peachtree City's IT department is to continue this fiscal year and the next with a minimum of two (2) IT staffing resources. These resources will be utilized in conjunction with the Managed Service solution to create a division of work that will satisfy the needs of the current customers of the IT department.

The plan is to utilize the Peachtree City staff to provide service elements that require local support, specifically those that may require a technician to visit a user's workstation. They will be used as a blended team to support and augment the Managed Service provider. By doing this more coverage can be achieved at an economical cost while providing efficient service. This hybrid approach will also provide and escalation path for the current Peachtree City IT staff to obtain support for local challenging issues.

This blended IT service model will:

- Provide overall coverage at an economical price point
- Provide timely on-site support to during the transition
- Provide advanced IT support to the current IT staff on local issues
- Create a buffer during the transition to an IT Managed Service Solution
- Reduce the likelihood of overages due to special projects allowing portions to be support by local IT staff

AWARD RECOMMENDATION

After much analysis and considering the IT service model that the Peachtree City IT department will utilize, our recommendation for the Information Technology Support Services project award is for Presidio for the following reasons:

- Presidio had the best technical decision matrix score after evaluating all companies' relevant project experience, project teams, project plans, price and financial stability
- Presidio has extensive managed services support customers (with hundreds of government customers in 26 states) with 24x7x365 manned availability
- Presidio's price proposal was the lowest, and provided the lowest total cost of ownership over the life of the contract and scored best after the pricing analysis.
- Presidio's support model is in line with the service model to be utilized by Peachtree City's IT department
- Presidio is providing a dedicated project manager to manage the engagement
- Presidio provides a robust scalable solution staffed appropriately

- They provide resource pools of skilled, expert resources supporting the account with the required certifications and partnerships
- Depth of experience and knowledge with over 3,500 employee certifications
- Over 100 dedicated help desk support staff answering calls and support emails
- Numerous Enterprise and Service awards (over 40 in last 3 years) including Cisco's 2011 Public Sector – State & Local Government Partner of the Year; 2011 Customer Satisfaction Excellence Award; and VMware 2011 Global Partner of the Year
- Industry technology leader as recognized by customers, software vendors, and hardware vendors
- Ranked as Gartner Magic Quadrant 2010 Professional Services & Outsource "Challenger" Quadrant* – (recognition measures the ability to execute)
- Presidio's customers acknowledged their high touch support, quality service and fast resolution cycles
- Highest level certification and partnership with key software/hardware vendors including Citrix, VMware, Microsoft and Cisco
- One of the highest third party Net Promoter Scores** in the industry at 95% client retention rate. This rating measures the increased willingness of existing customers to continue to buy from Presidio.
- Presidio met and exceeded all certifications and partnership requirements
- Financially strong organization with over a decade of double digit growth – 2011 - \$1.2B in revenue

Therefore, after careful consideration and analysis of experience, project team, project plans, trust in the vendor, and ensuring that the end product will meet the city of Peachtree City's long term needs, we recommend that the Information Technology Support Services project (RFP 12-128PIT) be awarded to PRESIDIO for a total three (3) year bid of **\$404,840.00**.

*Gartner Magic Quadrant – Challenger – Definition: Executes well today or may dominate a large segment, but do not demonstrate an understanding of market direction. Industry leader as recognized by Gartner. (Gartner is the world's leading information and technology research and advisory company)

**Net Promoter Score is a management tool that can be used to gauge the loyalty of a firm's customer relationships. It serves as an alternative to traditional customer satisfaction research.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council
VIA: City Manager 
FROM: Financial Services Director *P.S.*
DATE: July 27, 2011
SUBJECT: Public Hearing – FY 2013 Budget
August 2, 2012 City Council Meeting

Recommendation:

Hold public hearing to gain input from public regarding the FY 2013 proposed budget.

Discussion:

Per O.C.G.A. 36-81-5, the City is required to hold a public hearing at which time any persons wishing to be heard on the proposed budget may appear. Staff will present a brief Powerpoint presentation describing highlights of the proposed budget, and will be prepared to answer questions. Staff will also provide information to Council about any changes made since the last workshop meeting and seek feedback regarding any other possible adjustments.

Budgetary Impact:

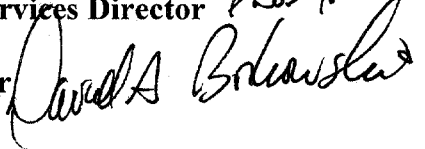
N/A

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jim Pennington, City Manager 
Paul Salvatore, Finance Director *P.S.*
Beverly Waldrip, Asst. Finance Director
Angela Egan, Purchasing Agent *one*
Jonathan N. Rorie, Community Services Director *783 for JR.*

FROM: David A. Borkowski, City Engineer 

DATE: July 24, 2012

SUBJECT: City Facility Façade Recoating/Restoration Project
August 2, 2012- City Council Meeting

Recommendation:

Staff recommends that the bid be awarded to Holbrook Waterproofing Company of Georgia for an amount not to exceed \$165,000 to restore/recoat the exterior walls of the Library, Leach Fire Station 81, and Neely Fire Station 82.

Discussion:

Recently, the city received bids for restoring and recoating the exterior walls for three (3) city facilities. The bid process requested base bids for the exterior walls and alternate bids to include painting the existing metal structure for the covered walkway around the library, etc.

The city received two bids. The lowest responsible bid was \$172, 833 and the highest bid was \$222, 011. The Fire Department has agreed to complete two (2) bid alternates as self-help projects resulting in a reduced bid cost of approximately \$8,000.

Budgetary Impact:

The facade restoration and recoating is an approved project utilizing facility bond funding. The original budget for the three projects totaled \$191,000. Staff proposes that funding, not to exceed approximately \$165,000 for these expenses, be drawn from Facilities Authority Bond and funds distributed to assigned project codes as follows; CIP-037 for the Library (\$115, 000), CIP-43 for Neely Fire Station 82 (\$23, 000), and CIP 45 for Leach Fire Station 81 (\$27, 000).

ENGINEERED RESTORATIONS

HOLBROOK

Facade Recoating/Restoration - Lump Sum Bid

Item	Description - Primer + two coats	Units	Quantity	Unit Rate	Cost
1	The City Library	LS			\$73,473.00
2	Leach - Fire Station 81	LS			\$25,191.00
3	Neely - Fire Station 82	LS			\$23,835.00
Total Base Bid					\$122,499.00
					\$174,395.00

Item	Description - No Primer, just two coats	Units	Quantity	Unit Rate	Cost
1	The City Library	LS			\$66,813.00
2	Leach - Fire Station 81	LS			\$23,109.00
3	Neely - Fire Station 82	LS			\$21,312.00
Total Base Bid					\$111,234.00
					\$148,114.00

Add #1 - City Library					
Item	Description	Units	Quantity	Unit Rate	Cost
1-1	Repaint the existing metal structure support for the covered walkway	LS			\$7,661.00
Total Add #1					\$7,661.00
					\$10,227.00

Add #2 - City Library					
Item	Description	Units	Quantity	Unit Rate	Cost
1-2	Clean all library windows	LS			\$3,846.00
Total Add #2					\$3,846.00
					\$6,432.00

Add #3 - City Library					
Item	Description	Units	Quantity	Unit Rate	Cost
1-3	Paint walls and buildings in Cell Tower enclosure	LS			\$9,360.00
Total Add #3					\$9,360.00
					\$2,200.00

Add #4 - City Library					
Item	Description	Units	Quantity	Unit Rate	Cost
1-4	Paint HVAC units and duct work in Cell Tower enclosure	LS			\$5,068.00
Total Add #4					\$5,068.00
					\$2,516.00

Add #5 - City Library					
Item	Description	Units	Quantity	Unit Rate	Cost

1-5	Paint oxidizing Window Trim and Flashing	LS				\$1,604.00	\$7,394.00
Total Add #5						\$1,604.00	\$7,394.00

Add #6 - City Library

Item	Description	Units	Quantity	Unit Rate	Cost	Cost	Cost
1-6	Thorocoat and cap Chiller Walls	LS				\$8,593.00	\$6,150.00
Total Add #6						\$8,593.00	\$6,150.00

Add #7 - City Library

Item	Description	Units	Quantity	Unit Rate	Cost	Cost	Cost
1-7	Clean and Paint Structural Steel - East Side Canopies	LS				\$4,684.00	\$8,842.00
Total Add #7						\$4,684.00	\$8,842.00

Add #8 - Station 82

Item	Description	Units	Quantity	Unit Rate	Cost	Cost	Cost
3-1	Replace tile on short wall at left front w/metal cap	LS				\$628.00	\$1,610.00
Total Add #8						\$628.00	\$1,610.00

Add #9 - Station 82

Item	Description	Units	Quantity	Unit Rate	Cost	Cost	Cost
3-2	Paint gutter downspouts	LS				\$5,213.00	\$1,445.00
Total Add #9						\$5,213.00	\$1,445.00

Add #10 - Station 82

Item	Description	Units	Quantity	Unit Rate	Cost	Cost	Cost
3-3	Paint Gas Line	LS				\$264.00	\$350.00
Total Add #10						\$264.00	\$350.00

Add #11 - Station 82

Item	Description	Units	Quantity	Unit Rate	Cost	Cost	Cost
3-4	Repaint all Window Trim and Flashing	LS				\$3,413.00	\$450.00
Total Add #11						\$3,413.00	\$450.00

\$172,833.00 \$222,011.00

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: James L. Pennington, City Manager
Dave Borkowski, City Engineer
Mark Casper, Public Services Director
Betsy Tyler, City Clerk *BT*
Pam Dufresne, Deputy City Clerk *PD* (6)

FROM: H.C. "Skip" Clark II, Chief of Police *[Signature]*

DATE: July 26, 2012

SUBJECT: Parking Ordinance Revision for Prime Point, Stevens Entry and Petrol Point

Recommendation:

It is the staff's recommendation that city council adopt the attached ordinance to prohibit parking on both sides of Prime Point, Stevens Entry (north of State Route 54), and Petrol Point (north of State Route 54).

Discussion:

For numerous years, students have been parking off campus for McIntosh High School due to various factors. In recent years the city has adopted ordinances that restricted the golf carts from parking on certain parts of the cart path and from parking on privately maintained areas adjacent to the paved roadway. The city has always allowed vehicle parking on the north side of Prime Point, and the students have historically used this area as off campus parking.

During this past school year (2011 to 2012), the students also began parking vehicles along the side of Stevens Entry north of Hwy 54. As the school year progresses most freshmen turn 15, obtain a class CP license, and are eligible to drive a golf cart to school. During prior school years, these students were not allowed to obtain golf cart parking permits for on campus parking due to them being High School Freshmen. This was also true of the High School Sophomores who turned 16 during the school year and obtained a class D license to drive an automobile.

This restriction, along with the cost of the parking pass, encouraged these students to park off campus. By the end of the year, the parking along these roadway areas becomes a serious hazard for safe vehicle navigation down the roadways and to the affected businesses or residences along these roadways.

Counts of the vehicles parking along these roadways during the affected time often exceeded 200 vehicles.

The Peachtree City Engineering Department evaluated sight distance triangles of all three roadways to determine the field of sight needed in order to observe hazards on the roadways to safely navigate or enter these roadways where the roadway curves, intersects with other roadways, or intersects with private driveways. Based on these measurements the Engineering Department recommends that all of Prime Point, all of Petrol Point north of State Route 54, and all of Stevens Entry north of State Route 54 be designated by ordinance and appropriate signage as "No Parking Anytime." This is due to the fact that there are very few locations that do not pose a traffic hazard by restricting sight distance.

The areas that do not pose a traffic hazard are extremely limited as can be seen on the attached maps (Attachment 1-5). These areas are limited to the outside curve on Prime Point adjacent to the entrance to the high school track, a small part of Stevens Entry adjacent to Prime Point, a small section on Stevens Entry close to St. Andrews Church, and a section of curve on Prime Point close to intersection with State Route 54.

Should there be an overwhelming need for on-street parking during non-school hours; the areas identified above on Prime Point could be re-striped to provide an 8 foot wide parking lane with two 11 foot travel lanes. The pavement on Stevens Entry is narrower and would need to be widened by at least a foot to provide minimum widths. The exact number of parking spaces to be gained will have to be determined by taking sight measurements in the field which has not been completed yet.

Officers from the Peachtree City Police Department went on a door to door canvas of all of the businesses along these affected sections of roadway to discuss the parking issues described above. These business owners or office managers who could speak for the interests of the business were all advised of the proposal to make these sections of roadway no parking during school hours or school days. All of the business representatives advised that they were either in full support or had no issues with these areas being zoned as no parking during school days and school hours. Many of the business owners expressed concerns such as customer complaints about sight visibility and roadway navigation when entering and exiting the parking lots of their businesses. Several business owners also complained of littering, loitering, and trespass as a result of students parking on these roadways and walking to school.

The Fayette County Board of Education and the McIntosh High School administration are in complete support of this proposed ordinance addition. The McIntosh High School Principal, Lisa Fine, has written a letter (see attached) expressing this support and citing such reasons as added security and student access to the vehicles. The FCBOE Director of Facilities Services, Mike Satterfield, has also written a similar letter of support for this ordinance and cited similar reasons. Both of these letters are attached to this memorandum. During the summer months the school has addressed the earlier noted parking permit issues for Freshmen and Sophomores. According to Principal Fine, they will begin allowing freshmen with a CP license to obtain a golf cart parking permit and Sophomores with a class D license to obtain a normal automobile parking permit to park on school grounds

In order to make room for the additional vehicles (mainly golf carts) that will be parking on the school grounds during the upcoming school year the FCBOE facilities service division renovated the parking area between the football field and the gymnasium to accommodate an additional 181 golf carts while only taking away 40 automobile parking spots that were seldom used. This design also allows for golf cart parking to remain entirely separated from vehicle parking but stripped and gated in a way that the area is still accessible as vehicle parking during large events such as homecoming. Mr. Satterfield has advised that based on his counts throughout the prior school year of vehicles parking on and off campus the renovation should allow for sufficient parking for all eligible students without the need for off campus parking

The Peachtree City Police Department with the support of local businesses, the engineering department, McIntosh High School administration, and the Fayette County board of Education proposes the attached ordinance to prohibit parking on both sides of Prime Point, Petrol Point, and Stevens Entry.

If this ordinance is approved, the Police Department will work closely with McIntosh High School administration to ensure that the students of the school and their parents are notified of these important changes prior to the first day of school. The Police Department will also issue a press release to the local media outlets regarding the change. As usual, a grace period will also apply to those vehicles found violating the parking restrictions in the newly signed area.

Budget Impact:

The approximate cost for additional signage and posts needed would be \$2,500. Cost for striping parking areas would be approximately \$600. Funds are available in the Public Works paving budget. Costs for added paving width on Stevens Entry have not been determined.

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND THE TRAFFIC ORDINANCE OF THE CITY OF PEACHTREE CITY,
GEORGIA, AS AMENDED SO AS TO PROVIDE FOR PARKING RESTRICTIONS;
TO REPEAL EXISTING ORDINANCES; TO PROVIDE FOR SEVERABILITY;
TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEACHTREE CITY,
and it is hereby ordained by authority of the same: that

Section 1. That Article I, Section 78-23 of the Traffic Ordinance of the City of Peachtree City, Georgia, as amended, is hereby further amended as follows:

Sec. 78-23. Parking on Prime Point

~~Parking is prohibited on the south side of Prime Point, beginning at Stevens Entry and continuing eastward to S.R. 54, a distance of 1,657 feet. Parking is prohibited on both sides of Prime Point, beginning at Stevens Entry and continuing eastward to S.R. 54, a distance of 1,961 feet.~~

Section 2. That Article I of the Traffic Ordinance of the City of Peachtree City, Georgia, as amended, is hereby further amended by creating a new Section 78-30, as follows:

78-30. Parking on Petrol Point

Parking is prohibited on both sides of Petrol Point, beginning at S.R. 54 and continuing northwest to Prime Point, a distance of 395 feet.

Section 3. That Article I of the Traffic Ordinance of the City of Peachtree City, Georgia, as amended, is hereby further amended by creating a new Section 78-31, as follows:

78-31. Parking on Stevens Entry

Parking is prohibited on both sides of Stevens Entry, beginning at S.R. 54 and continuing northwest to Peachtree Parkway, a distance of 2,278 feet.

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 adoption by the City Council.

This _____ day of _____ 2012.

Don Haddix, Mayor

Attest: _____
City Clerk



FAYETTE COUNTY BOARD OF EDUCATION

210 Stonewall Avenue
P. O. Box 879
Fayetteville, Georgia 30214-0879
(770) 460-3535
(770) 460-8191 FAX

Dr. Jeffrey B. Bearden
Superintendent

Board Members
Mr. Leonard Presberg, *Chair*
Mrs. Terri Smith, *Vice-Chair*
Mrs. Marion Key
Mrs. Janet Smola
Dr. Bob Todd

July 19, 2012

Mr. Don Haddix, Mayor
City Council Members
Peachtree City Georgia, 30269

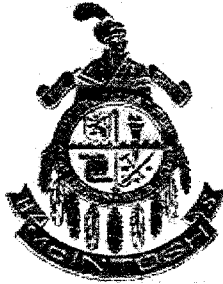
RE: Golf Cart Parking Issues, McIntosh High School

The Fayette County School System supports the implementation of "No Parking" zones for golf carts and student vehicles along Prime Pointe, Petrol Pointe and Stevens Entry, north of Highway 54. Golf carts and student vehicles are more secure on campus as a full time parking lot attendant monitors the parking areas. Students also have access to golf carts and vehicles parked on campus during the school day but do not have access to those parked off campus. Golf carts and vehicles parked on campus are also subject to school rules. Facilities Services is currently expanding the golf cart parking lot and will have adequate parking on campus for all golf carts when school begins August 13th. If you have any questions, please do not hesitate to contact my office.

Sincerely,

Mike Satterfield
Director of Facilities Services
Fayette County Schools

MS: dc



McINTOSH HIGH SCHOOL

201 WALT BANKS ROAD
PEACHTREE CITY, GEORGIA 30269
(770) 631-3232
FAX (770) 631-3278

LISA WMS FINE
PRINCIPAL

MARCUS BROADHEAD
DANIEL T. LANE
ASSISTANT PRINCIPALS

JASON W. BYARS
ASSISTANT PRINCIPAL/
ATHLETIC DIRECTOR

July 24, 2012

Peachtree City Council
151 Willowbend Road
Peachtree City, GA 30269

Dear City Council Members:

Providing a safe and secure golf cart parking area for students is a goal of the McIntosh High School administration and Fayette County School System. Please accept the McIntosh administration's support of the Peachtree City police department's request to prohibit student parking on Prime Point, Petrol Point, and neighboring areas during school/business hours. For the safety and security of McIntosh students and their vehicles, supervised parking is offered on school grounds. An expanded golf cart parking area that will accommodate 400 golf carts is supervised by a parking lot attendant and monitored by camera surveillance. On-campus parking allows students access to their vehicle, with administrative permission, should school items need to be retrieved from the vehicle. Additionally, the MHS school resource officer, a member of the Peachtree City police department, patrols the campus and parking area to proactively ensure a safe school environment. For a \$45 permit fee, students are afforded on-site parking that doesn't interfere with local businesses' parking and allows for enforcement of county/school rules with regard to students' vehicles. Thank you for your consideration of this support.

Sincerely,

Lisa Wms. Fine, Principal
"Embracing Excellence for All ~ Students First"

NATIONAL BLUE RIBBON SCHOOL OF EXCELLENCE 2007
GEORGIA SCHOOL OF EXCELLENCE 1987, 2001 AND 2008

THE MISSION OF MCINTOSH HIGH SCHOOL IS TO PROVIDE THE NECESSARY
OPPORTUNITIES, SKILLS, AND KNOWLEDGE TO CREATE SUCCESSFUL, LIFELONG LEARNERS.