

City Council of Peachtree City
Agenda
February 16, 2012
7:00 p.m.

- I. Call to Order
- II. Pledge of Allegiance
- III. Announcements, Awards, Special Recognition
Proclamation – DeMolay Month
- IV. Public Comment
- V. Agenda Changes
- VI. Minutes
- VII. Monthly Reports
- VIII. Consent Agenda
 - 1) Consider Statewide Emergency Management Mutual Aid Agreement
 - 2) Consider Residential Curbside Sanitation Franchise Agreement – Pollard Residential Waste Services
- IX. Old Agenda Items
 - 02-12-03 Consider Policy for Peachtree City Jobs & Investment Grant
 - 02-12-04 Consider Contract with FCDA and PTC
- X. New Agenda Items
 - 02-12-05 Discuss/Consider Intersection Improvements – Robinson Rd and Redwine Rd
- XI. Council/Staff Topics
Hot Topics Update
- XII. Executive Session

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

City Event Calendar

	<u>February</u>	<u>March</u>
	2/16 - City Council Meeting, 7 pm	3/1 - City Council Meeting, 7 pm 3/6 - Council Workshop (Tentative), 6:30 3/9 & 10 - City Council Retreat 3/10 - Buy Design Jewelry Show 3/15 - City Council Meeting, 7 pm
<u>April</u>	<u>May</u>	<u>June</u>
4/3 - Council Workshop (Tentative), 6:30 4/5 - City Council Meeting, 7 pm 4/19 - City Council Meeting, 7 pm	5/1 - Council Workshop (Tentative), 6:30 5/3 - City Council Meeting, 7 pm 5/17 - City Council Meeting, 7 pm 5/28 - Memorial Day, City Offices Closed	6/5 - Council Workshop (Tentative), 6:30 6/7 - City Council Meeting, 7 pm 6/21 - City Council Meeting, 7 pm
<u>July</u>	<u>August</u>	<u>September</u>
7/3 - Council Workshop (Tentative), 6:30 7/4 - Independence Day, City Offices Closed Parade, Fireworks 7/5 - City Council Meeting, 7 pm 7/19 - City Council Meeting, 7 pm	8/2 - City Council Meeting, 7 pm 8/7 - Council Workshop (Tentative), 6:30 8/16 - City Council Meeting, 7 pm	9/3 - Labor Day, City Offices Closed 9/4 - Council Workshop (Tentative), 6:30 9/6 - City Council Meeting, 7 pm 9/20 - City Council Meeting, 7 pm
<u>October</u>	<u>November</u>	<u>December</u>
10/2 - Council Workshop (Tentative), 6:30 10/4 - City Council Meeting, 7 pm 10/18 - City Council Meeting, 7 pm	11/1 - City Council Meeting, 7 pm 11/6 - Council Workshop (Tentative), 6:30 11/15 - City Council Meeting, 7 pm 11/22 & 23 - Thanksgiving Holiday, City Offices Closed	12/1 - Hometown Holiday 12/4 - Council Workshop (Tentative), 6:30 12/6 - City Council Meeting, 7 pm 12/20 - City Council Meeting, 7 pm 12/24 & 25 - Christmas Holiday, City Offices Closed

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

Updated 1/13/2012

Code Enforcement Monthly Report

January 2012

Case Types	New Cases	Notice of Violations		Citations	Unfounded
		Reactive	Proactive		
Cleanliness of Premises (Grass)	0	0	0	0	0
Cleanliness of Premises (Trash)	25	3	22	0	0
Cleanliness of Premises (Automobiles)	76	2	73	1	0
Parking Restrictions	15	4	11	0	0
Accessory Use to Dwellings	16	0	15	0	1
Signs Violations	8	1	7	0	0
Miscellaneous	7	0	7	0	0
Subtotals		10	135		
TOTALS	147	145		1	1
Signs Confiscated		71			
Parks Checked		143			

PEACHTREE CITY POLICE DEPARTMENT

2012 MONTHLY REPORT

JANUARY 2012 DECEMBER 2011

2012

2011

Calendar Year to Date Calendar Year to Date

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

TOTAL PART I CRIMES	49	33	49	23
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<u>DUI ARRESTS</u>	10	9	10	16
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DRUG ARRESTS: Marijuana, Methamphetamine, Cocaine, Other (opium, heroin, etc)

TOTAL DRUG ARRESTS:	10	5	10	13
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OTHER ARRESTS

PROPERTY CRIMES	26	15	26	20
PERSON CRIMES	3	5	3	8
CITY ORDINANCES	40	37	40	32
TRAFFIC OFFENSES	15	39	15	24
OTHER	27	10	27	43

<u>CALLS ANSWERED:</u>	6,442	5,770	6,442	6,373
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TRAFFIC:

CITATIONS ISSUED	911	638	911	681
WARNINGS	1,088	674	1,088	866
ACCIDENTS	71	119	71	76

TOP 5 ACCIDENT LOCATIONS – MONTH

HWY 54 / HWY 74	7
HWY 54 / HUDDLESTON	3
HWY 74 / CROSSTOWN	2
HWY 54 / PEACHTREE PARKWAY	2
HWY 74 / HOLLY GROVE	1

PEACHTREE CITY CONVENTION & VISITORS BUREAU ATTENDANCE RECORD

2 Year Term (unless specified below)

January-12

Term of Appointment

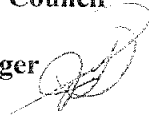
Report Date: Month Year

Name & Term Length (start/end)	Meetings Held Past 12 Months	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
Kai Wolter 01/01/12 - 12/31/13	10	10	10	0		100%
Shayne Robinson <i>Until no longer Recreation & Special Events Chairperson</i>	10	1	1	0		100%
Vacant	10	10	0	0		0%
Tim Dunlap 1/1/2011 - 12/31/2012	10	10	5	5	01/19/2011 05/18/2011 09/21/2011 10/19/2011 11/16/2011	50%
Vanessa Fleisch 1/1/12 - 12/31/12	10	1	1	0		100%
Zaheer Faruqi 1/1/12 - 12/31/2013	10	1	0	0		0%
Rick Barnes 7/15/12 - 12/31/13	10	1	1	0		100%

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor Haddix and Members of Council

VIA: Dr. Jim Pennington, City Manager 

FROM: Edwin Eiswerth, Fire Chief

DATE: February 6, 2012

SUBJECT: Consider GEMA Statewide Mutual Aid and Assistance Agreement
February 16th, 2012 Council Meeting

Recommendation:

That the Mayor and Council authorize the Mayor sign the Georgia Emergency Management Agency Statewide Mutual Aid and Assistance Agreement.

Discussion:

Peachtree City initially signed this agreement in September 2008. This Mutual Aid agreement is not only for Fire and EMS but for public works, law enforcement, engineering, leisure services, etc.

The purpose of this agreement is to provide for mutual assistance between the Participating Parties in managing any emergency or disaster that is duly declared by the governing authority, whether arising from natural disaster, technological hazard, man-made disaster, civil emergency aspects of resources shortages, community disorders, insurgency, or enemy attack.

Operationally, staff believes having this Mutual Aid agreement signed and in-place will help ensure the City has access to needed resources from GEMA during a crisis. The City Attorney has reviewed the agreement and has no problems with the agreement as written.

Budget Impact:

There is no impact on budget. During a declared "disaster," the requested reimbursement from the state and federal government could be enhanced because we have signed the Statewide Agreement.

GEORGIA EMERGENCY MANAGEMENT AGENCY-HOMELAND SECURITY STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

The State of Georgia is vulnerable to a wide range of natural or man-made disaster/emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance. Under the Act the Agency has authority to coordinate assistance between local governments during emergencies and to provide available resources where needed.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated, including O.C.G.A. § 38-3-29, specifically.

ARTICLE I **STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES**

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management Agency-Homeland Security (GEMA-Homeland Security). For purposes of this agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, sometimes called the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this agreement during an emergency or disaster.
- (3) "Assisting Party" means a Participating Party that provides assistance pursuant to this agreement during a disaster or emergency.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide assistance or an employee of GEMA-Homeland Security designated by its Director under the terms of this agreement.
- (5) "Participating Parties" means the several counties and municipalities of the State of Georgia or combinations thereof that have become parties to this agreement by their approval and execution of this agreement.
- (6) "Requesting Party" means a Participating Party that requests assistance pursuant to this agreement during a disaster or emergency.

Any term or expression not defined in this agreement shall have the meaning specified in the Georgia Emergency Management Act, (the Act) as amended and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II **GENERAL PURPOSE**

The purpose of this agreement is to provide for mutual assistance between the Participating Parties in managing any emergency or disaster that is duly declared by the governing authority of any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency aspects of resource shortages, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or a national security activity.

ARTICLE III **ACKNOWLEDGEMENT OF PRINCIPLES**

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people in the event of any locally declared emergency or emergency declared by the Governor shall be the underlying principle on which all articles of this agreement shall be understood.

In the event a conflict between any provision of this agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the agreement, the Director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this agreement.

ARTICLE IV PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material.
- (2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party declares a local emergency and such disaster or emergency is too great to be dealt with unassisted, for which a state of emergency has been declared, the authorized representative of the Requesting Party for such Participating Party or his/her authorized representative may request assistance from another Participating Party by contacting the Director of the GEMA-Homeland Security. The provisions of this agreement shall only apply to requests for assistance made by and to authorized representatives. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

- (1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue.
- (2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time they will be needed.
- (3) The specific place and time for staging of the assisting party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this agreement in accordance with the terms hereof; provided that it is understood that the Participating Party rendering aid may withhold resources to the extent necessary to provide reasonable protection for such political subdivision.

Emergency forces will continue under the command and control of their supervisors, but the organizational units will come under the operational control of the emergency services authorities of the Requesting Party unless the Director of GEMA-Homeland Security or his/her authorized representative approves an alternative. These conditions may be activated, as needed, in any disaster or emergency for which a state of emergency has been declared and shall continue so long as the state of emergency or disaster remains in effect or loaned resources remain in the Requesting Party's jurisdiction(s), whichever is longer.

ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified above shall be construed in accordance with O.C.G.A. § 38-3-35 and shall apply in addition to any other immunities provided by statutory or case law.

ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), the Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of the claim under oath is served by mail or otherwise upon the chief fiscal officer of the Requesting Party. The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid and shall defray the actual traveling and maintenance expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers. Expenses that are to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act.
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced.
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party.
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX IMPLEMENTATION

(a) This agreement shall become operative immediately upon its approval and execution by the GEMA-Homeland Security and any two political subdivisions of this State; thereafter, this agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

(b) Any Participating Party may withdraw from this agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

(c) Copies of this agreement shall, at the time of their approval, be deposited with each of the Participating Parties and with the GEMA-Homeland Security.

ARTICLE X
GEORGIA EMERGENCY MANAGEMENT AGENCY-HOMELAND SECURITY

GEMA-Homeland Security shall act as the coordinating entity under this agreement. Nothing herein shall limit any authority of the Governor or the Director of the GEMA-Homeland Security under articles, I, II, or III of Chapter 3, Title 38, Official Code of Georgia Annotated. In the event the Governor should declare a State of Emergency, any and all provisions of this agreement which may conflict with actions taken pursuant to such declaration shall be superseded by any such act or actions.

ARTICLE XI
TERM OF AGREEMENT

This agreement shall expire on March 1, 2016. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XII
VALIDITY

This agreement shall be construed to effectuate the purposes stated in Articles II and III hereof. If any provision of this agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

County/Municipality

Authorized Representative

Date

Director of GEMA-Homeland Security or
Authorized Representative

Date

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 

FROM: Public Information Officer/City Clerk 

DATE: February 9, 2012

SUBJECT: Consider Residential Curbside Sanitation Franchise Agreement – Pollard
Residential Waste Services
February 16, 2012, City Council Meeting

Recommendation:

That Council approve standard franchise agreement and addenda for Pollard Residential Waste Services.

Discussion:

Attached is a copy of Pollard Residential Waste Services application and insurance coverage to be included among the City's approved residential curbside sanitation companies. Council has approved four other haulers under the same terms and conditions since 2009.

****DISCLOSURE NOTE:*** *The City Attorney has Pollard as one of his clients and asked that the relationship be disclosed. However, this is the standard agreement signed by all of the approved sanitation companies serving Peachtree City.*

Budget Impact:

This item should have no additional budget impact.

SANITATION FRANCHISE APPLICATION

(return with executed Franchise Agreement)

APPLICATION DATE: 2-2-12

Company Name: Pollard Residential Waste Services

DBA (List all): _____

CURRENT # of PTC Customers: 0

Manager/Owner: Henderson L Pollard, Jr.

Physical Address: 13600 Rocky Mt. Rd - Senoia, GA 30276

Mailing Address: POB 130 Senoia, GA 30276

Business Phone: 770-599-1811

Web Site: Pollarddisposal.com

Quarterly Residential Service Rate for:

\$ 43.00 ^{per quarter} for Weekly Garbage & Recycling (must be combined in base rate) – **FOR PUBLICATION ON CITY WEB SITE**

\$ _____ Yard Debris (required service, additional charge permitted)
Frequency of Yard Debris Pickup _____

Other Services Available

_____ Twice Weekly Service

☒ Two carts for addition charge (\$63.00 per quarter)

_____ Bulky Waste

_____ Back Door Service (disabled)

_____ Back Door Service (other)

_____ Other (describe) _____

Contact Information:

Customer Service Phone Number: 770-599-1811

Customer Service Email: _____

City Representative Name: Henderson L Pollard, Jr (Sonny)

Title: Owner

Email: _____

Daytime Phone Number: 770-599-1811

Cell Phone Number: 678-877-4264

Emergency Phone Number (nights/weekends): 678-877-4264 - (678 414 5942)

ATTACH: Insurance Certificate
Executed Agreement

APPROVED BY COUNCIL: _____

Vickie
Pollard

Client#: 1160145

79POLLACON

ACORD_{TM}

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/02/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BB&T-Reese Insurance 741 West Lanier Avenue Suite 100 Fayetteville, GA 30214		CONTACT NAME: Alicia Lugo PHONE (A/C, No, Ext): 770 471-7100 FAX (A/C, No): 770 477-6908 E-MAIL ADDRESS: alugo@bbandt.com	
INSURED Pollard Construction Disposal LLC Pollard Residential Waste Service LLC 1112 Standing Rock Road Senoia, GA 30276		INSURER(S) AFFORDING COVERAGE INSURER A: Westfield Insurance Company INSURER B: Builders Insurance (A Mutual Ca INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 24112 10704

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ PD Ded: \$500 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC		TRA4564103	10/31/2011	10/31/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS		TRA4564103	10/31/2011	10/31/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$0		TRA4564103	10/31/2011	10/31/2012	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WCV002450617	07/01/2011	07/01/2012	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**** Workers Comp Information ****

Executive Officers Excluded: Henderson L Pollard and Vickie Pollard
 Georgia Deductible: \$1,000

CERTIFICATE HOLDER City of Peachtree City 151 Willowbend Road Peachtree City, GA 30269	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Michael Anthony Parker Jr.</i>
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CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

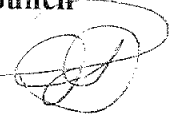
TO: Mayor & Council Members
FROM: City Manager 
DATE: February 9, 2012
SUBJECT: Consider Peachtree City Jobs and Investment Grant
February 16, 2012, City Council Meeting

This item was continued from the February 2, 2012, City Council Meeting. The memo and information are attached.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

FROM: City Manager 

DATE: February 2, 2012

SUBJECT: Consider Peachtree City Jobs and Investment Grant
February 2, 2012 City Council Meeting

Recommendation:

That Mayor and Council approve the Peachtree City Jobs and Investment Grant that has been written for businesses seeking City incentives.

Discussion:

This Grant outlines the eligibility criteria and application requirements for businesses seeking City incentives. Companies meeting the above requirements will be eligible for the Peachtree City Jobs and Investment Grant of \$500 per job, to be paid after hiring, up to \$50,000 max per grant. There are specific qualifications are outlined in the attached Grant proposal.

Budget Impact:

To be determined before agreement to provide said incentives.

Peachtree City Jobs and Investment Grant

The following information outlines the eligibility criteria and application requirements for businesses seeking City incentives. Companies meeting the above requirements will be eligible for the Peachtree City Jobs and Investment Grant of \$500 per job, to be paid after hiring, up to \$50,000 max per grant.

Minimum Qualifications

- Creation of 25 or more full-time jobs
- Average wage, exclusive of benefits, of at least 120% of the prevailing current year Peachtree City Per Capita Income (for reference, 2011 PCI in PTC was \$42,607. 120% = \$51,129)
- Company's primary activity in Peachtree City shall be in one of the following targeted areas:
 - Corporate office headquarters
 - Corporate office business support center
 - Logistics & Distribution
 - Advanced manufacturing
 - Research & Development
 - Medical & laboratory

The grant program is managed by the Fayette County Development Authority. Companies must submit an application to the Fayette County Development Authority which documents planned project investment, hiring plans and timeline. Company will be required to participate in a Memorandum of Understanding (MOU) which will outline and guarantee both company performance goals well as the City's grant. The MOU will be approved and adopted by the company and by Peachtree City. Grant will be available for approved companies for a period of up to 36 months from the date of a signed MOU, unless otherwise approved by Peachtree City.

Additional City Incentives

The City will also consider waiving the following fees and taxes for companies meeting the above requirements. Total amounts and types of assistance are dependent on the project's impact. All incentives will be approved by City Council. There may be additional incentives available from Fayette County and the State of Georgia.

- Development Impact Fees
- Plan Review Fees
- Occupation Tax Certificate Fees
- Building Permit Fees

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members
FROM: City Manager 
DATE: February 9, 2012
SUBJECT: Consider Agreement with FCDA and PTC
February 16, 2012, City Council Meeting

This item was continued from the February 2, 2012, City Council Meeting. Staff recommends this item be continued indefinitely.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager 
Financial Services Director *P.S.*
Assistant Financial Services Director *R.*
Purchasing Agent *W.*
Public Services Director
City Engineer *James A. Borkowski*

FROM: Civil Engineer *C. Callin*

DATE: January 25, 2012

SUBJECT: Intersection Improvement at Redwine Road & Robinson Road –
Concept Design
February 16, 2012 City Council Meeting

The subject intersection is listed on the 2005 Special Purpose Local Option Sales Tax (SPLOST) as a potential project. In 2009, the City asked Kimley-Horn and Associates, Inc to perform a traffic engineering study for this intersection. The study was to document the existing and projected conditions, perform analyses, report conclusions and recommend intersection improvements. Specifically, the traffic study investigated the possible installation of a traffic signal, multi-way stop control or a modern roundabout.

Under Existing conditions, Redwine Road (posted speed limit 45 MPH) and Robinson Road (posted speed limit 40 MPH) are both two-lane roadway and are located approximately 0.7 miles north of three (3) schools that are located near the intersection of SR 74/Redwine. At the study intersection, the northbound and southbound approaches along Redwine Road operate under free-flow conditions while the eastbound approach along Robinson Road operates under STOP control. The existing Level of Service (LOS) is an F in the eastbound direction on Robinson Road in the AM peak.

The consultant analyzed several scenarios and based on the existing year 2009 and horizon year 2029 traffic conditions the following recommendations were rendered:

- Install a traffic signal for the intersection of Redwine at Robinson Road. It is approximated that a traffic signal will be warranted by year 2020 (assuming a 2% annual background growth in traffic volumes).
- Construct a northbound left-turn lane along Redwine Road with minimum storage length of 300'.

- Construct a southbound right-turn lane along Redwine Road with a minimum storage length of 100'.
- Construct an eastbound right-turn lane along Robinson Road with a minimum storage length of 100' (creating a separate left-turn lane and a separate right-turn lane).
- Consider the realignment of the Robinson Road eastbound approach to intersect Redwine Road at a 90-degree angle. NOTE: The improvement may require additional right-of-way to north of the study intersection.

The report also recommended that if no improvements were made to this intersection and Robinson Road remains under a stop control with existing roadway geometry, the intersection was projected to operate at Level of Service (LOS) F conditions by the year 2029 during the AM and PM peak hours.

Based on the traffic engineering study prepared by Kimley-Horn and Associates, Inc, Pond & Company (Pond) submitted a proposal in March 2011 which was to include survey and concept design for the intersection improvements to Redwine Road and Robinson Road. The proposed improvements were to focus on improving the safety and operation of the existing Y-intersection as presented in the previously submitted Traffic Engineering study. In addition to the concept drawings, Pond was to develop and prepare construction cost estimates as well as a summary of the proposed intersection improvement alternatives for a total fee of \$29, 975.

Therefore, staff seeks guidance from the City Council to see if staff should proceed with the concept design of the Redwine-Robinson Road intersection. Currently there is \$110,000 budgeted in the SPLOST funds for the design which could be re-allocated to another SPLOST project should Council decide not to proceed at this time.

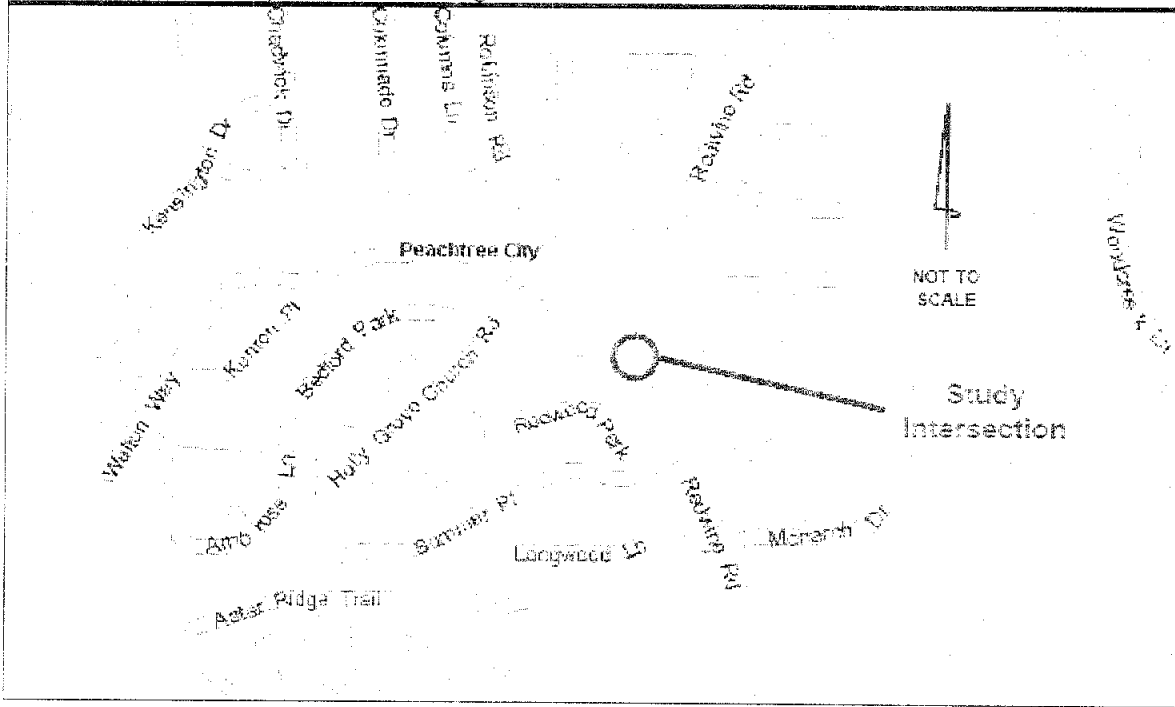


Figure 1. Intersection Location - Redwine Road at Robinson Road

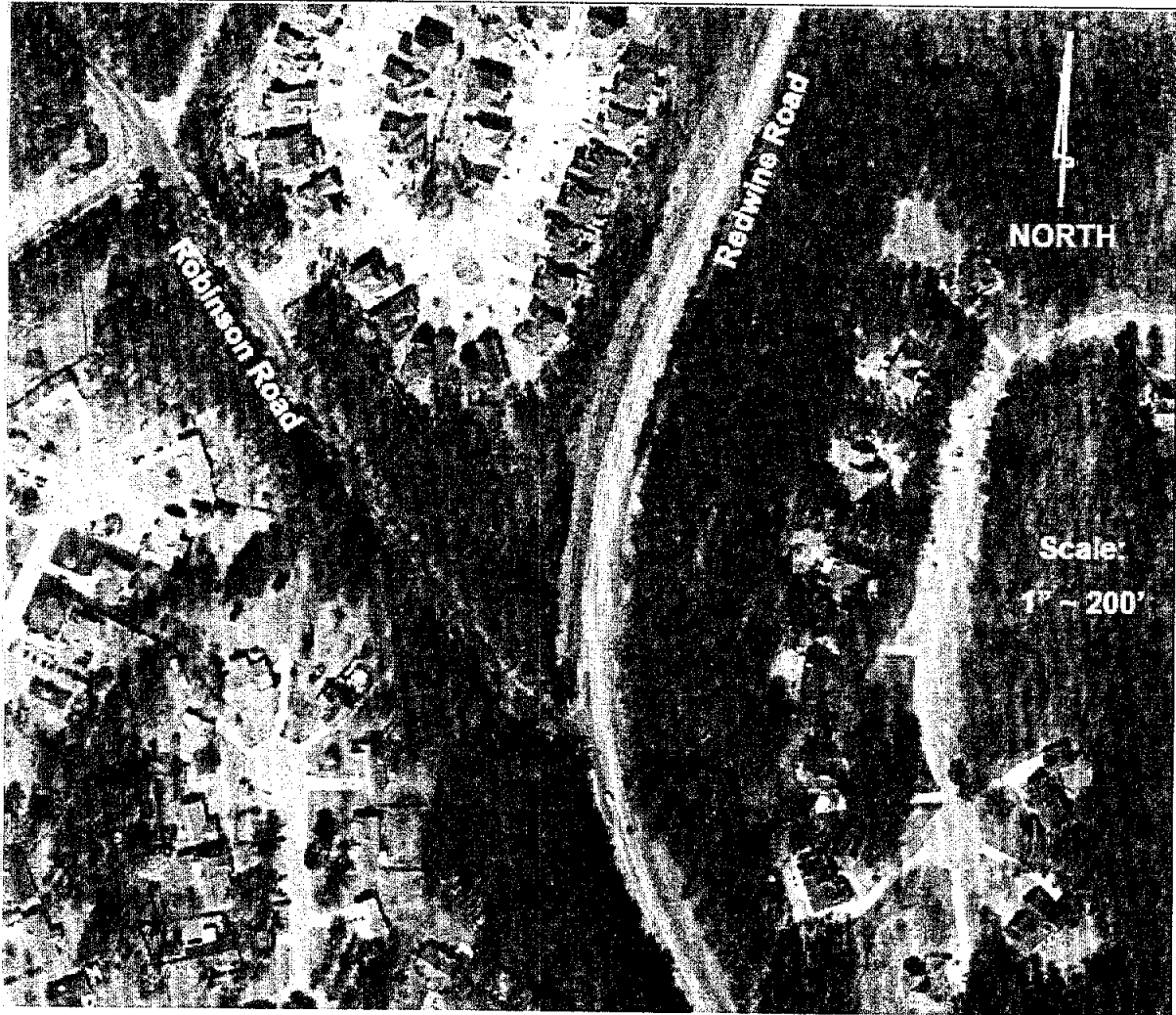


Figure 2. Aerial view – Redwine Road at Robinson Road

City Council of Peachtree City
REVISED AGENDA
February 16, 2012
7:00 p.m.

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Announcements, Awards, Special Recognition**
 - Proclamation – DeMolay Month
- IV. Public Comment**
- V. Agenda Changes**
- VI. Minutes**
 - January 5, 2012, Regular Meeting Minutes
- VII. Monthly Reports**
- VIII. Consent Agenda**
 - 1. Consider Statewide Emergency Management Mutual Aid Agreement
 - 2. Consider Residential Curbside Sanitation Franchise Agreement – Pollard Residential Waste Services
 - 3. Consider New Alcohol License – Georgian Package, 1003 Georgian Park
 - 4. Consider Request to Surplus Goods
 - 5. Consider MOU with FCBOE for School Resource Officers
- IX. Old Agenda Items**
 - 02-12-03 Consider Policy for Peachtree City Jobs & Investment Grant
 - 02-12-04 Consider Contract with FCDA and PTC
- X. New Agenda Items**
 - 02-12-05 Discuss/Consider Intersection Improvements – Robinson Rd and Redwine Rd
 - 02-12-06 Consider Gathering Place Remodel Budget
 - 02-12-07 Consider Final Costs for Kedron Bubble Construction
 - 02-12-08 Consider Ordinance Amendment – Service Delivery Review and Local Option Sales Tax Negotiation Panel
- XI. Council/Staff Topics**
 - Hot Topics Update
- XII. Executive Session**

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

City Council of Peachtree City
Meeting Minutes
January 5, 2012
7:00 p.m.

The Mayor and Council of Peachtree City met in regular session on Thursday, January 5, 2011. Mayor Haddix called the meeting to order at 7:00 p.m. Other members attending: Vanessa Fleisch, George Dienhart, Kim Learnard, and Eric Imker.

Oath of Office

Haddix administered the oath of office to Dienhart, newly elected to City Council Post 2, and noted Imker had been sworn in for his second term on January 4.

Election of Mayor Pro Tem

Fleisch nominated Learnard to serve as Mayor Pro Tem. Imker seconded. Motion carried unanimously. Haddix administered the oath of office to Learnard.

Announcements, Awards, Special Recognition

Haddix recognized Monica Lacourly as Employee of the Month, Jeff Felmet as Supervisor of the Quarter, and Ashlee Koontz as Employee of the Year.

Haddix recognized outgoing Council Member Doug Sturbaum for his four years of service to the City. Sturbaum said he lived in the finest City in the world and thanked the community for selecting him to represent them on Council.

Public Comment

Al Yougel, Director of Keep Peachtree City Beautiful, announced the Christmas Tree Recycling locations and times for Saturday, January 7.

Agenda Changes

Fleisch moved to have Agenda Item 01-12-14, Mayor's Appointment of Council Liaisons to Authorities and Committees, to the beginning of the New Agenda Items. Imker seconded. Motion carried unanimously.

Imker moved to have Agenda Item 01-12-13, Consider Appointment to Council Director Seat on Convention & Visitors Bureau (CVB), to the second New Agenda item. Imker said it made sense to have that item adjacent to 01-12-14. Fleisch seconded. Haddix said he had requested the agenda order because his appointments to the other committees depended upon Council's appointment to the CVB. Motion carried unanimously.

Minutes

Haddix said this was the one time of the year when everyone could vote, since it was a new Council. Learnard asked for clarification that Council Member Dienhart could vote on the previous year's minutes, and Haddix confirmed that he could. Fleisch moved to approve the regular meeting minutes from November 17, 2011, and December 1, 2011. Fleisch seconded. Motion carried unanimously.

Monthly Reports

Consent Agenda

- 1. Consider Authorization of Legal Organ**
- 2. Consider Annual Indemnification Resolution**

3. **Consider Budget Adjustment – FY 2011**
 4. **Consider Acceptance of Assistance to Firefighters Grant**
 5. **Consider Appointments to Recreation & Special Events Advisory Board – Shayne Robinson & Leah Thomson**
 6. **Consider Appointments to Convention & Visitors Bureau – Kai Wolter & Rick Barnes**
 7. **Consider Appointments to Airport Authority – Bill Flynn & Skip Barnette**
 8. **Consider Appointments to Water & Sewerage Authority – Luis Valencia & Amy Anderson**
- Haddix noted an additional item on the dais, a memo requesting the appointment of Louis Valencia to the Water & Sewerage Authority and Amy Anderson as alternate.

Learnard moved to approve the Consent Agenda. Fleisch seconded. Motion carried unanimously.

Old Agenda Items

10-10-CA1 Consider Alcohol License and Fee – Private Club/Bar, 300 Clover Reach

Public Information Officer/City Clerk Betsy Tyler addressed Council, saying that in October, Council had approved applying the unused portion of the 2011 Alcohol License Fee paid by the applicant to the 2012 license. At the time, the applicant anticipated opening in December 2011, which meant half the payment already made had been due. The applicant was not planning to open in January 2012 and was requesting that the entire fee paid in 2011 be applied to the 2012 license. Because Council had authorized specific amounts for 2011 and 2012, the City Attorney felt the request required further Council action.

Learnard and Haddix said they had no problem with the request. Imker clarified that Council was only approving the remaining \$3,300 originally applied to the 2011 license to 2012. Tyler said that was correct. Imker asked City Attorney Ted Meeker if the action would set a precedent. Meeker said the ordinance stipulated six months to activate the license or request an extension. Tyler said the City had granted similar requests when no use of the paid license had been realized.

Imker moved to authorize the remaining 2011 license fee paid by the applicant to the 2012 license. Fleisch seconded. Motion carried unanimously.

New Agenda Items

01-12-14 Mayor's Appointment of Council Liaisons to Authorities & Committees

Haddix said he had intended to appoint all the liaisons to the positions they held the previous year, pending his reappointment to the CVB. Otherwise, he would need to delay additional appointments and leave them open. He moved on to the next agenda item.

Fleisch said the Mayor had reversed the order that Council had voted upon in the Agenda Changes. Haddix said Fleisch had reversed the order after the Mayor had communicated his intentions through email.

01-12-13 - Consider Appointed to Council Director Seat on Convention & Visitors Bureau

Imker moved to appoint Fleisch to the director seat on the CVB. Learnard seconded. Motion carried 3-2 (Haddix and Dienhart opposed).

Haddix said that no liaison appointments would be made to the other commissions or authorities, including the CVB, and he would make those appointments at a later date. Fleisch asked the City Attorney for clarification, saying Council had voted for the representative to the CVB, so that was not a position the Mayor could appoint. Meeker clarified that that Council had appointed her to serve in the Council director seat on the CVB, but the Mayor could still appoint a liaison. Fleisch noted that a separate liaison had not been appointed to the CVB in previous years.

01-12-01 Public Hearing – Consider Request to Rename a Public Street (Fieldturf Drive to NAECO Way)

City Planner David Rast said, several years previously, Fieldturf had purchased the Husky Injection Molding building on Husky Drive and asked that the street name be changed to Fieldturf Drive. Fieldturf later closed their operations, and the building has now been purchased by the North American Electronics Components (NAECO), LLC, and they have requested that the street be renamed to NAECO Way. Representatives from NAECO were present and had agreed to pay for the sign replacement. No other addresses were presently on the roadway.

David Burkman, President of NAECO, addressed Council and noted they had also purchased the site adjacent to the existing building. His company was growing and proud to be located in Peachtree City. They were hoping to have the building modifications completed in April.

No one spoke in opposition to the request.

Learnard moved to rename Fieldturf Drive to NAECO Way. Fleisch seconded. Motion carried unanimously.

01-12-02 Consider Bid – Police Cars

Police Chief H.C. "Skip" Clark addressed Council, noting that the low bid for the nine vehicles was from Whiteside Chevrolet in St. Clairsville, Ohio, for \$239,897. The department was also requesting that 17 vehicles be declared as surplus and used as trade-in for the purchase.

Imker noted that there had been a lot of discussion about the new Police vehicles during the FY 2012 budget process, and the original request had been for 10 vehicles. The indication was there were 50 patrol cars available. The nine new would replace the 2003 vehicles that had the higher mileage (over 100,000 miles). There were a total of 89 vehicles in the Police Department's fleet.

Imker said he had asked staff to review the entire City fleet for ways to eliminate vehicles, and he anticipated as many as 50 vehicles could be eliminated. He thanked the Chief for getting rid of some of their fleet. He wanted to be able to assure the public that the City had a lean fleet and nothing extra.

Haddix asked how many Police vehicles were in constant use. Clark said the patrol fleet had regular use, and the 89 vehicles dedicated in the fleet included the pool vehicles. Haddix said there was no way to take 50 vehicles from the Police Fleet. Imker said he was suggesting the additional vehicles come from other departments. Clark noted that the department had reduced their pool vehicles from five to three.

Imker noted there was no law requiring police departments to replace vehicles at 100,000 miles. It was a City policy and the City could change its policy, understanding that there might be additional maintenance costs for the higher mileage vehicles. Clark noted that the 100,000-mile limit came from industry best practices, saying that much of the vehicle time involved sitting and idling, meaning that the cars received significantly more wear than the simple mileage indicated.

Learnard moved to approve the awarding of the bid for nine 2012 Chevrolet Caprice vehicles to Whiteside Chevrolet in St. Clairsville, Ohio, for a total \$239,897 and surplus 17 Crown Victorias for trade-in. Fleisch seconded. Motion carried unanimously.

Imker asked that the next three items be combined.

01-12-03 Consider Bid – F-650 Dump Bodies**01-12-04 Consider Bid – F-750 Dump Bodies****01-12-05 Consider Bid – F-750 Dump Trucks**

Public Services Director Mark Caspar said first two items (dump bodies) had been discussed at Retreat and during the budget process. The dump bodies had been removed from old chasses and put on new chasses in the past. The bodies were lighter use, landscaping models, and not intended for the heavier asphalt use. The City could obtain nearly new trucks by just replacing the beds.

Learnard asked for clarification on the remount process. Caspar said the City would purchase new, heavier-duty bodies and place them on existing chasses. Imker asked if it was possible to surplus the old beds. Caspar noted the vendor would retain the old beds as part of the pricing.

The next two items involved purchasing trucks by bidding the chasses and bodies separately because the City had seen markups in the past when purchasing the trucks as a whole. The staff recommendation included the corresponding surplus of the existing vehicles as trade-ins.

Caspar noted that the \$7,500 overage noted in the two F-750 memos was the same \$7,500 for the single budget line item, not a combined overage of \$15,000. Imker noted that the memo indicated that there were adequate funds in the 2012 Debt Service Fund to cover the overage, and Salvatore confirmed that.

Imker moved to approve the agenda items as presented in the packet (purchase two F-650 Dump Bed Remounts to Smyrna Truck Equipment for a price not to exceed \$44,631.34 plus the surplus of the two existing dump beds; purchase three F-750 Dump Beds to Cherokee Truck Equipment for a price not to exceed \$64,896; purchase three Ford F750 Cabs and Chasses to Wade Ford, Inc., for a price not to exceed \$167,612 plus the surplus of the existing dump trucks for the trade-in value of \$37,450; and increase the Capital Lease-Loan Proceeds line item by \$7,508, with the \$1,700 debt service overage absorbed by the FY 2012 Debt Service Fund). Fleisch seconded. Motion carried unanimously.

01-12-06 Consider Contract – Litter Pick-up Removal and Disposal

Caspar noted that the litter removal had previously been part of the mowing contract. Based on citizen feedback and staff observation, the contractor was not focusing on litter removal to the level the City desired, and staff felt the City could receive a higher level of service by bidding the service separately.

A Request for Proposal (RFP) was put out, and proposals were submitted by Keep Peachtree City Beautiful (KPTCB), TruGreen Landcare, and ValleyCrest Landcare. Staff evaluated the proposals based on price, references, equipment, and experience, with KPTCB submitting the lowest bid (over \$100,000 less than the second lowest bid) and achieving the highest overall score. Staff recommended that Council award the contract for litter removal and the operation of the City's compost site to Keep Peachtree City Beautiful.

Imker said he was very pleased to see litter removal separated from the landscape and mowing contract and submitting such a modest price proposal. Imker moved to award the contract for litter removal and the operation of the City's compost site to Keep Peachtree City Beautiful for \$41,028. Fleisch seconded. Motion carried unanimously.

01-12-07 Consider Contract – Landscape Maintenance**01-12-08 Consider RFP – Grass Cutting & Right-of-Way Maintenance**

01-12-09 Consider RFP – Recreation Facility Mowing

Caspar said staff had put out an (RFP) for landscape maintenance separate from the mowing contract. Staff recommended awarding the contract to ValleyCrest for \$216,417, based on the company's price, references, equipment, and experience. Three proposals had been submitted, but one of the vendors had been disqualified for failing to meet all the requirements of the RFP. Caspar noted that ValleyCrest had a slightly higher annual price, but staff felt they would provide a higher quality product based on their client list (including the Georgia Congress Center), experience, and references.

Imker asked to discuss this item in conjunction with the next two because all three achieved a total that shared the same impact on the budget. Haddix felt the items would be better considered separately, but agreed.

Caspar said staff was recommending awarding the grass cutting and right-of-way mowing contract to low bidder TruGreen for \$201,930 and the contract for recreation facility/field mowing to low bidder TruGreen for \$57,250.

Salvatore noted that the City had budgeted a total of \$389,107 for these contracts and services (which included two unfilled part-time positions), while the combined amounts for the contracts under consideration totaled \$516,625. This resulted in a \$127,518 overage for the line item.

Imker said the issue was very disturbing. He was happy with the KPTCB litter removal proposal and the recreation mowing proposal, which put the City in a position of being under budget for the item. He said the City needed to find a way to cut the prices for the right-of-way mowing and the landscape maintenance. He suggested not awarding the contracts that evening and finding a way to repackage the RFP to achieve the target prices.

Dienhart asked how close the competing proposals were in price. Caspar said awarding the lowest price proposal for each of the contract would have resulted in a \$2,700 in savings. Dienhart said that a \$141,000 difference looked like an error in budgeting instead of in the RFP process. He did not see what reissuing the proposals would accomplish. Imker said he was talking about downsizing the landscaping and mowing project scope by 25%.

Financial Services Director Salvatore said staff needed direction from Council on what they would expect to be cut. Dienhart said he had been pleased with the detail in the contracts and it had taken two years to bring the existing contractor up to the expected standards.

Fleisch said when the City outsourced these services three years previously, it had resulted the most citizen comment of any Council action. While she did not like going over budget to this extent, she expected the proposals to come back at this level. Residents expected this City to look good, and with property values declining, it was important to put the best face on the community. She supported moving forward with the contracts.

Haddix said they were encountering an issue he had been concerned about during the budget process, that of setting a price and trying to make the goals and expectations fit. They needed to start with the services desired and then determine what those services cost. He asked if they wanted to save money and cut service, or save the service and overspend the budget.

City Manager Jim Pennington noted that the contracts and the RFPs had incorporated every directive from Council to increase service levels in the past two years. Staff had also worked to break down the costs to achieve the best prices and services. Staff had anticipated a higher total

proposal price than had actually been submitted. He had been shocked at the proposals and hoped those prices would hold.

Haddix reiterated that they had to decide whether they were choosing the money or the service. Dienhart noted that reducing home values decreased the City's revenues further, and people would not want to purchase homes in areas that appeared unkempt. There was more at stake than the cost of the landscaping, and this helped to sell the City. Cutting already minimal services by 25% did not put the City's best foot forward.

Imker said that, in 2010, all of Council had been receiving numerous email complaints about the landscaping. Council had incorporated improvements in the FY 2011 budget. Imker said he received no complaint emails in 2011, and they should back off the service levels until there were some complaints to help gauge the expectation levels of the community.

Dienhart said that the current proposals were so much more detailed than the original agreement three years previously had been that any improvements from requests for the contractor to improve would be negligible. The contract had no wiggle room.

Learnard said she appreciated those issues, but the cost was higher than was budgeted. Council had to plan and work to predict. She said everyone wanted these areas to look nice, but Council did not have the luxury of operating in a vacuum. They had to work within the budgetary constraints that they faced. She asked Salvatore and Pennington where the \$127,000 would come from.

Salvatore said that, although they did not have audited numbers for FY 2011, they were anticipating a higher year-end fund balance than projected by approximately \$270,000. Council had already appropriated some of those funds at previous meetings, leaving an estimated \$100,000. These contracts, combined with the turf management agreement later in the agenda, would exceed that overage by about \$43,000. However, there were some other one-time revenues (a proposed land sale) that should leave the City at the projected fund balance for FY 2012. With that said, the ongoing costs would need to be addressed in future budgets.

Haddix agreed that continuing costs needed to be considered. Imker said he would like to see half the overage cut, perhaps by \$30,000 each from landscaping and right-of-way mowing. There might still be complaints but it would help determine the breaking point for the service.

Salvatore said the low bids might also reflect the economy, and, if they had proposed a price that was too low, would not care if the City withheld payment because it would cost them more to provide that element of the service. Caspar said that was certainly a problem, but City Planner and Landscape Architect David Rast had put in a significant amount of time on the details of the contract to ensure it was enforceable.

Dienhart said the effort that went into the details would pay off in the long run and eliminate any unpleasant surprises. He said he would like to see those types of metrics applied throughout the City's departments.

Haddix noted the City could not continue to raise taxes, so Council had to be very meticulous in where the priorities were set; however, this was a priority for him, and the City would have to find other areas to trim costs.

Imker asked for the RFPs for the landscaping and mowing to be re-issued to find the savings, and if the complaints increased, Council could revisit the issue.

Fleisch moved to approve the landscape maintenance contract with ValleyCrest for \$216,417. Dienhart seconded. Motion carried 3-2 (Imker, Learnard).

Fleisch moved to approve the grass cutting and right-of-way mowing contract with TruGreen for \$201,930. Dienhart seconded. Motion carried 3-2 (Imker, Learnard).

Fleisch moved to approve the recreational facility-mowing contract with TruGreen for \$57,250. Dienhart seconded. Motion carried unanimously.

Haddix reiterated that staff needed to find corresponding costs to cut elsewhere in the budget.

Learnard addressed the Boy Scouts in the audience and recognized Al Yougel for founding KPTCB and providing a valuable range of services to the City.

01-12-10 Consider Extension of Shumate Agreement for CY 2012

Caspar explained staff was requesting to extend the agreement with Shumate Mechanical for the preventive maintenance on the City's HVAC systems. Shumate was one of only two firms that were licensed Trane applied systems contractors (aside from Trane) in the United States, which the City had in its buildings. They knew the City's systems and had agreed to extend their 2009 rate (minor changes in the overall 2009 price were due to changes in the City's HVAC systems since 2009).

Learnard moved to authorize an extension of the Shumate contract for an annual cost of \$108,410.33, subject to the City Attorney's review of the final agreement. Imker seconded. Motion carried unanimously.

01-12-11 Consider Amendment to Alcohol Ordinance – Wine Tastings

Public Information Officer/City Clerk Betsy Tyler said that a representative from Kroger had given a presentation to Council in December for ordinance changes that would allow those vendors with a wine package license to hold wine tasting agreements. Council was supportive of the proposal, and staff and the City Attorney had drafted the relevant ordinance amendment.

Learnard asked if stores other than Kroger could take advantage of the change. Tyler said any holder of a wine or beer and wine package license (not a liquor license) who could meet the criteria of the ordinance could hold such events.

Learnard moved to approve the ordinance amendment. Imker seconded. Motion carried unanimously.

01-12-12 Consider Abandonment and Sale of a Portion of Newgate Road and Right-of-Way

City Planner David Rast said staff had come to Council in May of 2011 to discuss the abandonment of a 0.431-acre portion of Newgate Road and right-of-way for the Norsouth development. Norsouth was moving forward with the project now. An appraisal had been conducted, and the property had been valued at \$75,000. Staff was asking Council to accept that amount and authorize the City Attorney to proceed with the preparation of the closing documents. Staff was also recommending that the sale be made contingent upon Norsouth closing on the property with Pathway Communities.

Learnard moved to approve the abandonment and sale of a portion of Newgate Road on the condition of the closing on the property by Norsouth Development of Georgia, LLC, from Pathway Communities occurs. Fleisch seconded. Motion carried unanimously.

01-12-15 Consider RFP – Annual Sports Field Turf Management

Haddix noted an additional document on the dais, the staff memo for the item.

Caspar explained staff had issued an RFP for turf management. Two proposals were submitted, and staff was recommending that Council approve the contract with TruGreen. Caspar noted a budget over-run of approximately \$13,600.

Imker noted that ValleyCrest's bid was double that of TruGreen and asked if Caspar knew why. Caspar said staff had consulted with the University of Georgia to craft the RFP, but did not know the reason for the pricing difference. Imker challenged Community Services Director Jon Rorie to find the overage within his divisional budget.

Fleisch clarified that the UGA representatives had taken core samples from the fields, and she understood it would take about a year to bring the Braelinn fields up to peak condition. Caspar said several recommendations had been made, including allowing some of the fields to rest for a period.

Haddix asked if the significantly lower bid from TruGreen might indicate a misunderstanding of the scope of work. Caspar said that was always possible, but the vendor held the previous contract and was already familiar with the fields and the treatments. The only real change had been some of the treatment timing and some of the chemicals used.

Learnard asked how this contract compared to the previous year, and Caspar said it was about \$14,000 more. Fleisch noted the level of service provided by the City, including the mowing of the fields, adding that the Youth Soccer Association had been paying for a second mowing a week during the high use season. Caspar confirmed this, saying it helped the high-use areas when watering and fertilizing also increased.

Learnard asked, if approved, where the remaining funds would be found. Salvatore said, without direction, it would come from the fund balance.

Fleisch moved to approve the contract for sports field turf management to TruGreen Chemlawn for \$56,208, with an option for renewal for two more years. Dienhart seconded. Motion carried unanimously.

01-12-16 Consider Brand Name Purchase – Physio-Control LifePak Cardiac Monitors

Assistant Fire Chief Joe O'Connor said the City had received a Firefighter Assistance Grant, which Council had accepted earlier in the meeting. The department had consistently used Physio-Control because they were the market leader with the most durable product. Staff was asking Council to authorize the brand name purchase of four Physio-Control LifePak 15 cardiac monitors. Staff hoped to get trade-in credit for three older model lifepaks, but would find the remaining funds in the Fire Department budget.

Haddix asked how long these units were expected to last, and O'Connor estimated 10 years.

Imker asked about the overage in the grant amount and where the additional funds would go. O'Connor said, in the past, they had been able to go back to the table and have the fund overage allotted to the department to use elsewhere, and they would try to do that again.

Learnard moved to approve the brand name purchase of four Physio-Control LifePak 15 cardiac monitors for \$148,404.20. Imker seconded. Motion carried unanimously.

Council Staff Topics

Pennington introduced Jon Rorie, the new Community Services Director, who had joined staff the previous week.

Pennington noted that the RFPs approved that evening were much more specialized than the one from previous years and provided performance data, and staff would work to continue that through the operation. Doing so should give a much better idea of what the services were actually costing to meet the standards of the citizens. Haddix noted staff had done a fantastic job over the past couple years on learning the scope of this service and bringing it into line.

Pennington announced that the Library would be closed for three days during the Martin Luther King Day weekend for an upgrade to the State computer system. During that time, staff would also complete several other maintenance projects at the facility.

Learnard asked Meeker if there was anything he could announce regarding the Lake McIntosh area. Meeker said he had an item to discuss in Executive Session, but a revised land swap had been proposed.

Learnard moved to enter Executive Session at 8:47 p.m. for pending or threatened litigation and to discuss real estate acquisition. Fleisch seconded. Motion carried unanimously.

Imker moved to reconvene into regular session at 9:10 p.m. Learnard seconded. Motion carried unanimously.

Imker moved to authorize the acquisition of a sanitary sewer easement from Concord Village. Learnard seconded. Motion carried unanimously.

Learnard moved to proceed with a land swap with Fayette County on the condition that the title issues were resolved. Dienhart seconded. Motion carried unanimously.

Learnard moved to adjourn the meeting. Fleisch seconded. Motion carried unanimously.

The meeting adjourned at 9:12 p.m.

Betsy Tyler
City Clerk

Don Haddix
Mayor

City Council Monthly Report

As of: 02/13/2012

DEPARTMENT: PLANNING & ZONING
SUPERVISOR: DAVID RAST

FISCAL YEAR: 2012
CREATOR: KATHY GRAY

													COMPARISON CHART		
MONTH:	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD FY 2012	YTD of FY 2011	YTD of FY 2010
BUILDING DEPARTMENT															
RESIDENTIAL BUILDING PERMITS															
Single Family Units:	1	1	2	0									4	3	11
Single Family C.O.'s	3	2	0	1									6	8	19
Multi Family Units:	0	0	0	0									0	0	0
Multi Family C.O.'s	0	0	0	0									0	0	0
Miscellaneous*	34	20	29	18									101	81	295
INSPECTIONS:	155	91	122	131									499	479	NA
NON-RESIDENTIAL BUILDING PERMITS															
New Construction:	0	0	0	0									0	1	0
Non-Residential C.O.'s	10	5	5	6									26	19	NA
Expansion/Renovation/Tenant Finish:	2	7	5	3									17	33	NA
Miscellaneous*	0	3	1	0									4	1	NA
INSPECTIONS:	104	142	71	67									384	344	NA
DEVELOPMENT PERMITS	1	1	1	0									3	5	8
POPULATION ESTIMATE*	34,403	34,407	34,407	34,410									34,410	36,820	NA
BUILDING PERMIT FEES	\$24,472	\$62,371	\$20,001	\$18,301									\$125,145	\$104,382	69,118
PLANNING DEPARTMENT															
Tree Removal Permits:	1	2	3	37									43	213	247
Sign Permits:	\$800	\$460	\$100	\$300									\$1,660	\$1,385	NA
Banner/ Special Event Permits:	\$525	\$50	\$360	\$285									\$1,220	\$890	NA
New Construction Plan Reviews:	\$400	\$200	\$300	\$50									\$950	\$1,919	NA
Other Plan Reviews/Permits:	\$736	\$4,416	\$671	\$573									\$6,396	\$2,538	NA
Resubmittals:	\$0	\$0	\$0	\$100									\$100	\$500	NA
Fire Department Permit Fees:	\$700	\$750	\$1,350	\$1,318									\$4,118	\$4,159	NA
TOTAL PLAN REVIEW FEES	\$3,161	\$5,876	\$2,781	\$2,663									\$14,481	\$11,391	NA
TOTAL FEES COLLECTED	\$27,633	\$68,247	\$22,782	\$20,964									\$139,626	\$115,773	\$69,118

PEACHTREE CITY FIRE/RESCUE

MONTHLY REPORT

January 2012

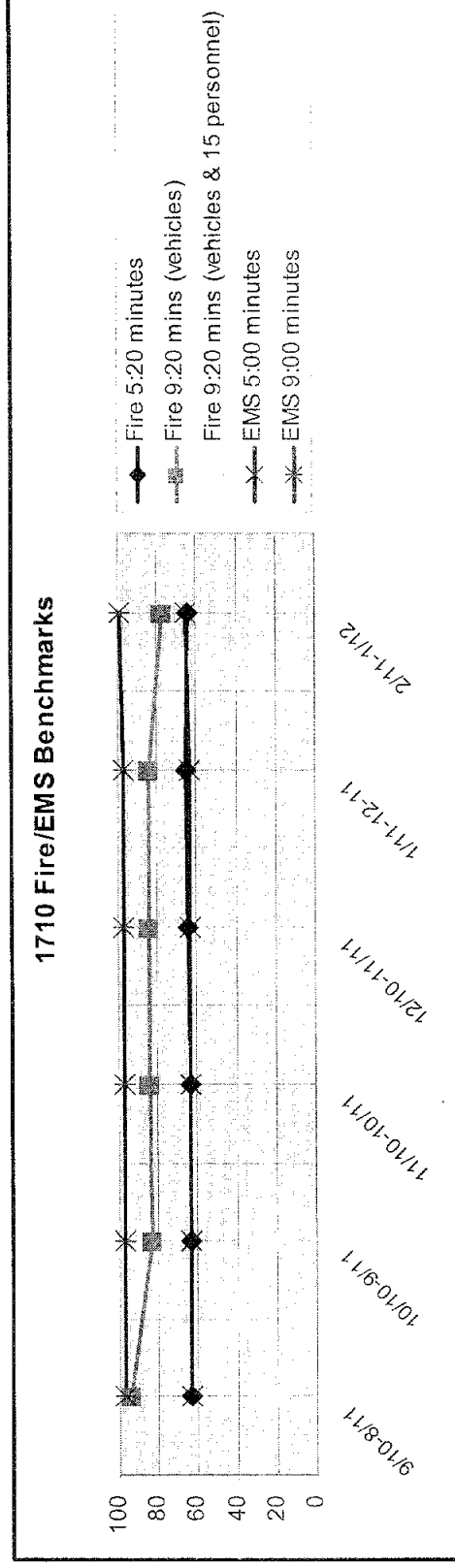
RESPONSE BENCHMARKS (January 11 – January 12)

A) **68.8%** B) **76.9%** C) **30%** D) **65.4%** E) **98.7%**

Benchmarks are based on NFPA 1710 Standards as follows:

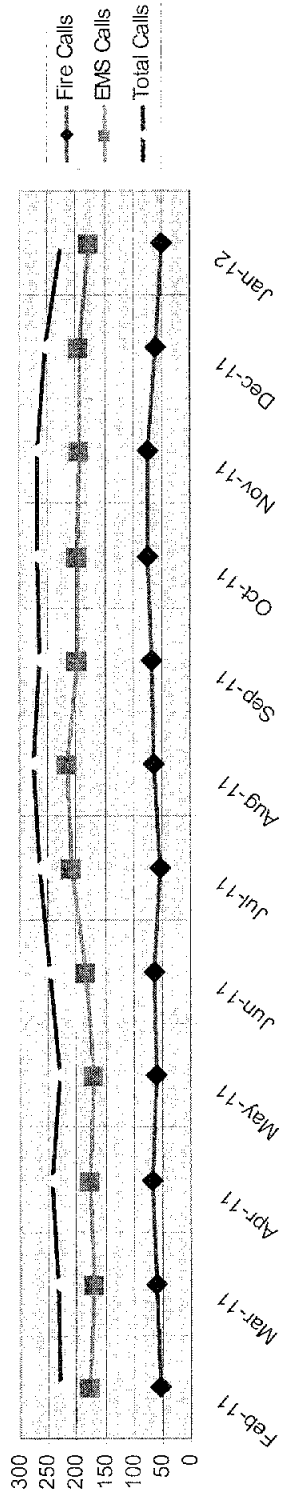
- A) Fire Call: First arriving Engine Company arrives in 5 minutes 20 seconds from notification 90% of time. (Engine & 4 Firefighters)
- B) Fire Call: Initial full alarm assignment arrives in 9 minutes 20 seconds from notification 90% of time. (2 Engines, Aerial, Squad, Ambulance)
- C) Fire Call: Initial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

RESPONSE BENCHMARKS (6 MONTH LOOK-BACK)



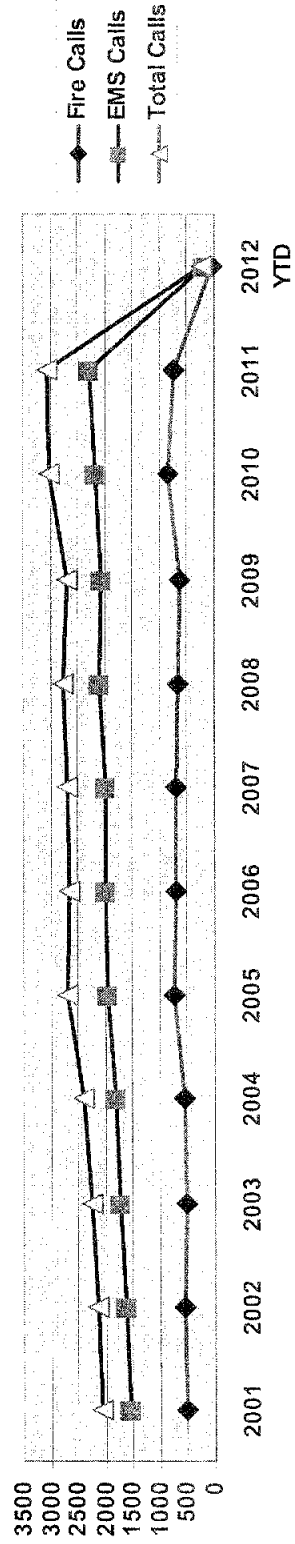
MONTHLY RESPONSES (Last 12 Months)

Fire Department Response by Call Type

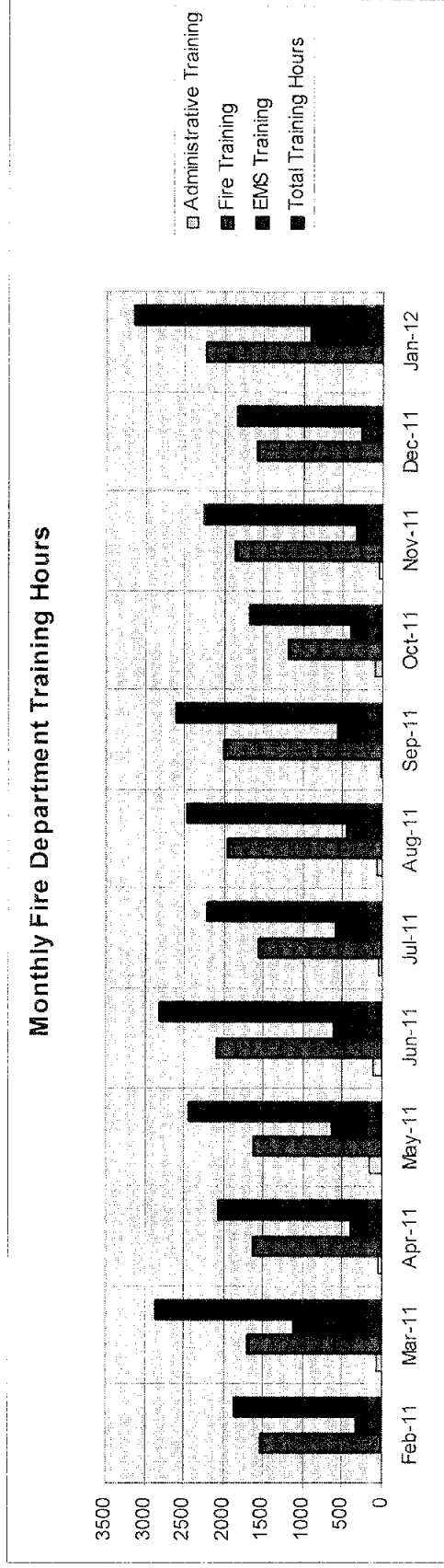


TOTAL ANNUAL RESPONSES (PAST 12 YEARS)

Fire Department Annual Response Totals



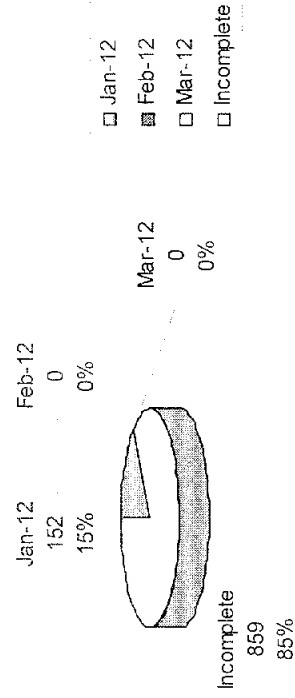
TRAINING HOURS (Last 12 Months)



QUARTERLY FOCUS AREA

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

Business Fire Inspection



GOALS

Jan-Mar (Inspections-1011)
 Apr-Jun (Hydrants-1704)
 Jul-Sep (Pre-Plans- 1006)
 Oct-Dec (Public Education-3500)

FY2012 MONTHLY REPORT
LIBRARY

ACTIVITY DESCRIPTION	UNIT	October	November	December	January	February	March	April	May	June	July	August	September	FY2012 YEAR-TO-DATE	FY2011 YEAR-TO-DATE
Items - Acquired	Num.	406	283	452	608									1,749	1,788
Items - Circulated	Num.	40,844	36,885	32,564	33,140									143,433	146,303
Items - Loaned to Other Libraries	Num.	1,330	1,150	969	1,185									4,634	4,749
Items - Borrowed From Other Libraries	Num.	2,321	1,910	1,920	2,103									8,254	8,194
Class Visits	Num.	2	0	3	2									7	5
Group Meetings	Num.	33	34	32	18									117	136
Monthly Traffic	Num.	22,511	18,561	17,643	17,634									76,349	80,293
Children's Programs	Num.	22	10	11	13									56	57
Number of Participants	Num.	1,561	222	217	370									2,370	1,463
Adult Programs	Num.	3	3	2	3									11	8
Number of Participants	Num.	71	41	85	215									412	175
Revenue from Overdue Book Dis.	Dis.	3,198	4,348	3,477	3,468									14,491	11,678
Revenue from Copies Made	Dis.	631	794	481	553									2,459	2,497
Reference Assistance	Num.	1,710	1,334	1,107	1,151									5,302	5,456
Internet Usage	Num.	3,072	2,772	2,233	2,362									10,439	10,839
Volunteers	Num.	38	31	30	36									135	171
Number of Hours Worked	Num.	333	213	200	275									1,021	1,220
eBook/Audio Downloads	Num.	774	894	938	840									3,446	n/a

Notes: Library was closed for major PINES software upgrade Jan 13-16, 2012. Friends of Library hosted a successful book signing with local author, Jill Smith Entrekkin, with 185 people stopping by her table. Staff will be attending GADD meeting at end of month to preview new lending platforms for ebooks. Library staff, in cooperation with CVB, is working on plans to host the PINES Annual Conference this May in Peachtree City.

**PUBLIC SERVICES MONTHLY REPORT
JANUARY 2011**

Public Works Monthly Reports

Activity Description	Unit	January-12	FY2012 YTD	Annual Goal
<u>General</u>				
Average time to complete vandalism repairs once notified	Days	1.00	1.00	3
Average time to respond to a citizen complaint and assign action	Days	1.42	2.65	5
<u>Streets</u>				
Street Patching	Hrs.	0	251	2,500
Street Crack Sealing	Hrs.	0	0	435
Street General Maintenance	Hrs.	208	2,173	2,000
Storm Water Maintenance	Hrs.	672	1,497	12,480
Street Sweeping	Ft/mls	144,824 / 27.4	144,824 / 27.4	360
<u>Cart Paths</u>				
Cart Path Paving	Ft.	0	2,527	21,000
Cart Path Litter Removal	Hrs.	114	495	1,250
Time to remove trees on paths once reported	Days	1	1.3	2
Cart Path Drainage Maintenance	Hrs.	245	990	1,450
Cart Path General Maintenance	Hrs.	542	1,665	3,250
<u>Signs</u>				
Average time to respond to traffic sign maintenance issues	Days	1.0	1.0	2
Signs Changed over to new reflectivity and mixed letter standard (completion date 2018)	Each	6	42	500
<u>Contracted Services</u>				
Time for contractor to remove trees once notified	Days	0.0	2.8	3
Time for landscaping and mowing contractor to fix an issue once notified	Days	0.0	1.8	2.0
Time for contractor to remove dead animals and debris from road once notified.	Days	1.0	1.0	1.0
<u>Fleet Maintenance</u>				
Average time to complete a preventative maintenance on a Light Car/Truck	Hrs	2.71	3.67	3.00
Average time to complete a preventative maintenance on a Heavy Truck	Hrs	6.00	5.25	6.00
Average time to complete a preventative maintenance on a Heavy Equipment	Hrs	N/A	2.60	6.00
Ratio of time spent on preventative maintenance versus other repair items		.53 TO 1	0	2 to 1

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

CITY OF PEACHTREE CITY
RECREATION REVENUE
AS OF JANUARY 31, 2012
WITH COMPARISONS TO JANUARY 31, 2009, 2010, & 2011

	ACTUAL THRU JANUARY			ORIGINAL BUDGET FY 2012	BUDGET ADJUSTMENTS	CURRENT BUDGET FY 2012	ACTUAL THRU JANUARY 2012
	FY 2009	FY 2010	FY 2011				
<u>RECREATION REVENUE</u>							
Program Fees - Recreation	\$ 7,569	\$ 6,451	\$ 8,092	\$ 187,533	\$ -	\$ 187,533	\$ 3,640
Programs Fees - Kedron	11,863	8,715	9,763	145,000	-	145,000	15,552
Program Fees - Gathering Place	7,781	4,164	3,637	18,437	-	18,437	1,678
Facility Rental - Recreation	240	-	300	9,612	-	9,612	980
Facility Rental - Kedron	455	640	510	7,247	-	7,247	918
Facility Rental - Gathering Place	638	748	1,355	7,745	-	7,745	100
Program Fees - Pool Revenue	7,358	4,576	8,950	150,517	-	150,517	-
Program Fees - Rec Pool Revenue	-	-	-	20,000	-	20,000	-
	35,904	25,294	\$ 32,607	\$ 546,091		\$ 546,091	\$ 22,868

Recreation Programming notes- The Kedron pools remained closed through January due to construction of the new air structure. The Campus used the Kedron Facility for their practices and home games in their first season of boys basketball at their school. The Kiwanis Club held a free throw shooting contest at the Kedron Facility on the 28th. The Peachtree City Youth Basketball Association continues to use Kedron for their basketball season and they are projected to finish their season in February. The Zumba classes at Glenloch are becoming more popular each month with 25 participants registered for January. The Youth Council completed their Service Project this month cleaning up one of the cart paths in town and they are scheduled for a Trivia Night with the Police Department in February. The Winter Adult Basketball season started with 20 teams and over 200 athletes participating in two separate divisions competing on Tuesdays and Thursdays.

Special Events Notes- The St. Paul Lutheran Frostbite Run was held on the 7th. The BMX Association held races on the 14th, 28th & 29th. The Atlanta Track Club held its race at Glenloch on the 21st with close to 700 athletes participating.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council
VIA: City Manager
FROM: City Clerk
DATE: February 14, 2012
SUBJECT: Alcohol License – NEW – Georgian Package, LLC
February 16, 2012, City Council Meeting

Recommendation:

Staff recommends Council consider the attached application for a new alcohol license.

Discussion:

Georgian Package, LLC, a package store to be located at 1003 Georgian Park, has submitted a request for a new alcohol license. Ms. Gail McFarling has requested she be appointed as the Licensee and License Representative.

Budgetary Impact:

The budgetary impact of the alcoholic beverage license will be positive. The applicant will be required to pay the annual fee for the package sale of beer, wine, and liquor, which is \$5,000.

Attachments

Application For Alcoholic Beverage License

Business Name: <i>Georgian Package, LLC</i>	Business Location: <i>1003 Georgian Parkway</i>	
Nature of Business: <i>Liquor Store</i>	Mailing Address: <i>1003 Georgian Parkway, PTC 30269</i>	Business Phone Number:
Name of Licensee: <i>Gail McFarling</i>	Home Address: <i>128 Okonil Ln, Easton GA 31024</i>	Home Phone Number: <i>678-300-4776</i>
Name of License Representative: <i>GAIL MCFARLING</i>	Home Address: <i>128 Okonil Lane Easton GA 31024</i>	Home Phone Number: <i>678-300-4776</i>

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:
<i>Gail McFarling</i>	<i>128 Okonil Ln, Easton GA 31024</i>	<i>678-300-4776</i>
<i>Georgian Package, LLC</i>	<i>1003 Georgian Park, PTC, GA 30269</i>	

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: _____



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

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:

D. Gail McFarling
128 Okoni Lane
Eatonton, GA 31024

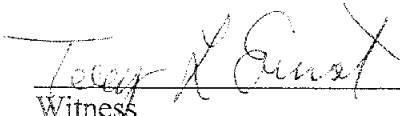
has been investigated and found not to have been convicted of, nor to have entered a plea of nolo contendere, to any felony or misdemeanor relating to the sale or use of alcoholic beverages or illegal narcotics or drugs within five (5) years prior to the date of the application for this license.



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

4/17/12

Date



Witness

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor Haddix and Members of Council

VIA: James Pennington, City Manager 
Paul Salvatore, Financial Services Director *P.S.*
Janet Camburn, Assistant Financial Services Director 

FROM: Angela Egan, Purchasing Agent 

DATE: February 3, 2012

SUBJECT: Request to Surplus goods
Council Meeting: February 16, 2012

Recommendation.

Staff recommends Council declare the attached list of goods as surplus.

Discussion.

The Public Works department has identified multiple items for surplus. Public Works has determined that the vehicles, bobcat and trailers, based on their current mileage and/or mechanical condition, should be removed from the City fleet. All other items listed have no value to staff nor can they be reused by another department. Staff will advertise and surplus these in accordance with City policy.

Budget Impact.

There is no specific amount of revenue in the budget related to the sale of these goods. Any monies received from the sale of items at public auction would be placed into the City's general fund.

<u>ASSET #</u>	<u>VIN #</u>	<u>DESCRIPTION</u>	<u>DEPT</u>
3005	1FTZR11U1WTA35139	1998 FORD RANGER 4X4	PW
3044	1FTNF20L6YEB78083	1999 F250	PW
3064	1FTNF20L51EB57893	2001 F-250	PW
5000	1FTYR10U6WTA23002	1998 FORD RANGER XLT	REC
5007	1FTHF25H2TLB26522	1996 FORD F 250	REC
5009	1FTRF27W4XNB60794	1999 FORD F 250	REC
5010	1FTEF25NXRNB67423	1994 FORD F 250	REC
5018	2FAFP71W43X168656	2003 FORD C.V	REC
5022	2FAFP71W63X168657	2003 FORD C.V	REC
5023	2FAFP71WX3X168659	2003 FORD C.V	REC
2103	1K9BS0813SK118249	1995 SMART TRAILER	PD
3203	1B9050320HS026001	BAM SIGN TRAILER	PW
3300	4TOFB1222W1002120	HOOPER FLAT BED TRAILER	PW
3439	1H9FB122S10474509	HOOPER TRALER	PW
PUMP		WATER PUMP	REC
SPRAYER		CHEM. SPRAYER	REC
5110	491601	TURF CUTTER	REC
5111	491451	EDGER	REC
5112	3P525C	CENTRIFUGAL PUMP	REC
3434		GENERATOR	PW
5124	M4G0583	FORD FLAIL MOWER	REC
3832	519025108	2002 BOBCAT 773 TURBO SKID LOADER	PW
LOT PD			
EQUIP		MISCELLEANOUS POLICE EQUIP.	PD
3140	6782F	1996 SEWER JET TRAILER 747-FR2000	PW

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: February 13, 2012

SUBJECT: Memorandum of Understanding Renewal – Fayette County Board of Education
February 16, City Council Meeting

Recommendation:

Staff recommends that the Memorandum of Understanding between the Fayette County Board of Education and the Peachtree City Police Department be approved.

Discussion:

The Fayette County Board of Education has requested that the Peachtree City Police Department renew their Memorandum of Understanding. This endeavor is a partnership between education and law enforcement to support a collaborative, problem-solving approach to ensure a safe and secure educational environment. Accordingly, the Police Department is requesting approval from the Mayor and City Council to enter into the attached memorandum of understanding (Chief's signature required). Although written agreements are not required by law, they do provide guidelines and special provisions for the special events that may occur within the school environment. This document reflects mutually agreed goals and objectives of the Fayette County Sheriff's Office, Fayetteville Police Department, Peachtree City Police Department and the Fayette County Board of Education for the School Resource Officer Program.

Budget Impact:

There is no budget impact concerning this agreement.

SCHOOL RESOURCE OFFICER (SRO) PROGRAM
AND PROCEDURES FOR THE EXCHANGE OF INFORMATION
MEMORANDUM OF UNDERSTANDING
between
THE FAYETTE COUNTY BOARD OF EDUCATION
and
THE FAYETTE COUNTY SHERIFF'S OFFICE
THE FAYETTEVILLE POLICE DEPARTMENT
THE PEACHTREE CITY POLICE DEPARTMENT

INTRODUCTION

The expectation for a prosperous future for all citizens of Fayette County depends greatly upon this County's ability to properly educate its children. Effective schooling requires a safe and peaceful environment to encourage learning. Consequently, the Fayette County Sheriff's Office, Fayetteville Police Department, Peachtree City Police Department, in collaboration with the Fayette County Board of Education, conducts the School Resource Officer Program to provide school administrators and staff with the law enforcement resources and expertise they need to maintain safety, order and discipline throughout the school environment. This program is intended to ensure that no student's right to receive an education is abridged by violence or disruption.

The program involves the assignment of a law enforcement officer to a public school as a School Resource Officer (SRO). As determined by staffing availability and the demonstrated needs of the school, the appropriate law enforcement agency will assign a full-time SRO to the school.

Because of the daily interaction between the school's administration and the SRO, it is important to establish, maintain, and update specific guidelines and procedures to be followed by the SRO and individual school administrators. This Memorandum of Understanding (MOU) clarifies the roles of the SROs and school administrators and the scope of their authority as described by the United States Supreme Court. This document outlines the responsibility of the Fayette County Board of Education, the Fayette County Sheriff's Office, the Fayetteville Police Department, and the Peachtree City Police Department in this collaboration. As the success of the program relies upon effective communication between the SRO, the principal, and staffs of all law enforcement agencies, this MOU also clarifies the procedures pertaining to the exchange of information between the agencies. While refinements to this MOU may become necessary in the future, they may not be implemented without the written concurrence of all parties.

DUTIES AND RESPONSIBILITIES of the School Resource Officer

- A. The School Resource Officer (SRO) is a sworn law enforcement officer. The Fayette County Board of Education and each specific law enforcement agency within the county employ school resource officers jointly. The SRO receives his or her authority from the law enforcement agency by which he or she is employed and is subject to the rules and regulations of that agency; the SRO is typically provided by the specific law enforcement agency in whose jurisdiction the school is located.

The SRO will be considered an active member of the administrative team of his or her assigned school. As such, administrative punishments normally imposed upon students for violations of law or school policy committed against a staff member, such as insubordination or assault, will be equally applied by school administrators to similar situations involving a student and an SRO.

- B. The SRO's assigned school buildings, grounds and surroundings will be the equivalent of the SRO's law enforcement service area, and the officer will assume primary responsibility for handling all calls for service and coordinating the response of other law enforcement resources to the school. Criminal activity that comes to the attention of the principal or school staff shall be reported to the SRO. In an emergency situation, the school shall notify the SRO, who will call 911. If the SRO is unavailable, school staff will call 911.
- C. The SRO's duty schedule will be determined by the SRO's Supervising Officer working with the school principal, but generally is arranged to provide coverage throughout the school day including peak arrival and departure times before and after school. Whenever possible, SROs will be visible patrolling the exterior and interior grounds, particularly during the opening or closing of school and during the lunch periods.
- D. The SRO shall wear the regulation law enforcement uniform and operate a marked, law enforcement patrol vehicle while on duty unless otherwise authorized by a supervisor for a specific purpose. The SRO provides a visible deterrent to crime while bringing a positive impression of the law enforcement agency to students and staff in a non-confrontational setting.
- E. The SRO shall also assist with training for the school administration on law enforcement related areas. Information about crime trends and changes to the Code of Georgia shall be disseminated to the school administrative staff to assist them in effectively providing safe school environments.
- F. SROs may become involved in the school's curriculum and provide instruction that will enhance the students' understanding of the law enforcement mission. However, responding to incidents or conducting investigations will always take precedence over instructing in the classroom.
- G. SROs shall be responsible for monitoring cultural and social influences and activities in an effort to identify emerging youth gangs. All information developed or obtained related to gang activity shall be provided to the SRO's sponsoring agency and shared on an intelligence basis between all Fayette County Law Enforcement agencies providing SROs to the Fayette County School System.
- H. When it is in the best interest of the law enforcement agency and the school, SROs may make formal presentations to, or participate in, school based community organization meetings such as those of the Parent Teacher Association or School Community Coalitions. All such participation must be approved by the SRO's Supervising Officer. Similar requests to participate in focus groups, panel discussions, camps, and mentoring programs must be approved by the Supervising Officer.

- I. A critical element of the SRO program is developing an open relationship between the principal and the SRO. Strong and open lines of communications between the two are essential for the program to succeed. Each SRO shall meet at least weekly, or more frequently if necessary, with the assigned school principal(s) for the purpose of exchanging information about current crime trends, problem areas, cultural conflicts, or other areas of concern that may cause disruption at the school(s) or within the community.
- J. Other duties and responsibilities of the SRO include
 - 1) Disposing properly of illegal substances recovered by the school but not needed for criminal prosecution.
 - 2) Maintaining familiarity with the current version of Fayette County School's Student Code of Conduct.
 - 3) Maintaining the confidentiality of student records consistent with this Memorandum of Understanding's provisions relating to the Release of Student Information.
 - 4) Attending and providing testimony at school tribunal hearings, upon request.

SUPERVISING OFFICER

Personnel management, to include discipline and attendance issues, remains the responsibility of the sponsoring law enforcement agency. If an issue arises involving the SRO that is in conflict with school policies and procedures, the sponsoring agency will be responsible for resolving the conflict.

The Supervising Officer (or other person designated by the sponsoring law enforcement agency) will meet, at a minimum, annually with the school principal to review the performance of the assigned SRO. This review should include all aspects of the SRO's performance. More frequent meetings are encouraged.

In the event a pressing issue arises concerning an assigned SRO, the assigned principal shall communicate directly and immediately with the Supervising Officer.

Law enforcement agencies are also encouraged to consult with the school principal prior to the selection of a new SRO to determine any special needs or concerns for that particular school.

The Supervising Officer retains the authority to require minimum staffing levels at school events beyond an SRO to properly maintain public safety. An example of this would be a sporting event between rival schools that has a history of generating public disorder. Furthermore, the Supervising Officer will facilitate discussion of any issue between the SRO and the school principal(s).

The Supervising Officer shall also regularly communicate with the Fayette County Schools' Assistant Superintendent of School Operations and provide an update on their assigned SROs and schools. Any concerns regarding the performance of the SRO by the principal or school staff shall be addressed by the Supervising Officer.

SCHOOL PRINCIPAL

It is the responsibility of the principal to facilitate effective communications between the SRO and the school staff. The principal of the school shall meet at least weekly, and more often if necessary, with the assigned SRO. This meeting shall not be delegated to other administrative staff on a regular basis.

Criminal activity that comes to the attention of the principal or school staff shall be immediately reported to the SRO. In an emergency situation, the school shall notify the SRO, who will call 911. If the SRO is unavailable, school staff will call 911. In any criminal enforcement action taken by the SRO which results in the charging of a student with a crime, the principal and/or school employees will appear in court when necessary to provide testimony relevant to the case.

The principal will meet, at a minimum, annually with the assigned SRO's Supervising Officer (or other person designated by the sponsoring law enforcement agency) to review the performance of the SRO. This review should include all aspects of the SRO's performance. More frequent meetings are encouraged. This task may not be delegated to any other administrative staff.

The school shall provide a work area for the SRO that is equipped with a telephone and computer. It is recommended that the area accommodate seating for a minimum of three people in privacy for interviewing purposes.

The computer assigned to the SRO shall be capable of running software applicable to the SRO's duties, such as the student information (Infinite Campus) system. The SRO's Infinite Campus access shall be limited to Student Directory information specific to the school to which the SRO is assigned. The SRO may have access to other student record information only when necessary to carry out his or her duties in the school environment and only as approved by the school principal.

The principal shall meet periodically with the SRO Supervisor and at other times at the request of either party when needed to facilitate communications between the school and the sponsoring law enforcement agency. Upon request, the school shall provide information to the chief executive office of the sponsoring law enforcement agency to assist in preparing the annual personnel evaluation of the assigned SRO. Principals are also encouraged to consult with the SRO Supervisor prior to the selection of new SROs to share any special needs or concerns for that particular school.

The school system shall provide in-service training, when available, to the SROs in areas that will increase their effectiveness and ability to accomplish their respective duties and responsibilities. Emphasis will be placed on increasing communication, collaboration, and cooperation between the SRO and the school administration. School officials act in "loco parentis" of students while attending school (Latin for 'in place of the parent'). Therefore, it is incumbent on administrators/SRO to communicate effectively with parents regarding their son/daughter.

SELECTION AND ASSIGNMENT OF THE SCHOOL RESOURCE OFFICER

The selection of the SRO is the most critical aspect of the program. The sponsoring law enforcement agency shall select law enforcement officers who have demonstrated the

ability, interest, and skills necessary to work with youth, school staff, and the public. The following criteria should be considered by the sponsoring law enforcement agency when selecting officers for the program:

- Ability to work with diverse groups
- Ability to work cooperatively in a non-law enforcement environment with little supervision
- Knowledge of departmental resources
- Ability to problem solve creatively
- Skills of conflict resolution
- Knowledge of the Juvenile Code and Juvenile Court procedures
- Recommendation of supervisor

The assignment of the SRO shall be at the discretion of the sponsoring law enforcement agency. It is recommended that the full-time SRO be assigned to the school for a minimum of two years.

LAW ENFORCEMENT INVESTIGATION AND QUESTIONING

The principal shall be notified as soon as possible of any significant law enforcement event problems. SROs should coordinate their activities so that action between the agencies is cooperative and in the best interests of the school and public safety.

The SRO shall provide information to the appropriate investigative sections of any crime(s) or leads that come to the attention of the SRO consistent with the Release of Student Information provisions of this MOU. SROs should be kept advised, consistent with proper law enforcement investigative techniques, of all investigations that involve students from their assigned school.

GUIDELINES RELATED TO INTERVIEWS WITH STUDENTS

The Family Educational Rights and Privacy Act of 1974 (FERPA), as amended July 6, 2000, prohibits the oral, written or electronically transmitted release or dissemination of student related information to anyone without the consent of the parent or legal guardian. Certain exemptions apply as they relate to judicial orders, subpoenas, and health or safety emergencies. There will be occasions (outside the scope of FERPA) when the law enforcement, courts, lawyers and other juvenile justice related agencies will seek information and/or want to talk with students at school with an administrator.

When any school employee has "reasonable suspicion" that a student (on school system property or at a school function) has committed a crime, the employee is expected to report the alleged violation to the principal(s). Certain specific offenses, such as any drug related offense, carrying a weapon, any criminal sexual offense and others are mandated to be reported by Georgia Law. The principal must conduct an appropriate inquiry pursuant to the School District's Student Code of Conduct.

There may be occasion when a student will need to be interviewed immediately by an SRO, or other law enforcement officer working in cooperation with the SRO due to a situation or information that endangers the student and/or the school at-large. As a result, parents, legal guardians, or other custodians do not have to be notified prior to the interview.

If it becomes necessary to interview a **student who is a victim or witness**, arrangements are to be made with the school principal and/or administration for the interview to be conducted in a proper setting so as to minimize distractions. Prior permission of the parent, guardian or other legal custodian is not required; however, it is strongly encouraged. If the parent, guardian or other legal custodian is not present, a staff member may be present during this interview.

It is important to distinguish law enforcement terminology with regard to these actions. Law enforcement officers tend to use the words interview and interrogation interchangeably; however, each has a legally distinctive application. In the law enforcement environment, interviews are typically those conversations soliciting information from victims and witnesses that are not suspected of criminal activity and thus not subject to Miranda Warnings. Interrogations are similar conversations with individuals suspected of a crime and thus the Miranda Warning does apply. Interviews frequently begin in one direction and transition into interrogations. Law enforcement officers receive extensive training on diction when this situation occurs. School administrators are expected to learn to recognize these transitional changes when they find themselves involved in interviews.

Officers with other local and/or state jurisdictions will, from time to time, arrive on school properties in an effort to interview a student or faculty member. The officer should be able to provide the principal or designated administrator with an "active case number" and should be able to explain to the principal's satisfaction why he or she needs to interview the student or faculty member during school.

SROs should be aware of these situations and should assist administrators in assessing the need for interviews with students.

The following guidelines are to be used to help decide what action will be taken

<u>Situation</u>	<u>Interview With</u>	<u>Type of Crime</u>	<u>Action Permitted</u>
Active case; Suspect of crime	Faculty/Staff or Student	Felony	Immediate* *
Active case; Victim of crime	Faculty/Staff or Student	Felony	Immediate* *
Active case; Witness to crime	Faculty/Staff or Student	Felony	Immediate* *
Active case; Suspect of crime	Faculty/Staff or Student	Misdemeanor	Planning period or after school
Active case; Victim of crime	Faculty/Staff or Student	Misdemeanor	Planning period or after school
Active case; Witness to crime	Faculty/Staff or Student	Misdemeanor	Planning period or after school

****Certain types of felony crimes including but not limited to murder, robbery, sexual and child abuse offenses will require immediate follow-up by investigators to ensure that valuable information is not lost. It is vitally important that an appropriate interview setting be provided and that parents, guardians and/or other custodians be contacted prior to the interviews being conducted unless weapons, explosive devices or other**

circumstances endanger the student and/or school at large. Be mindful of the fact that the School District is acting in "loco parentis" for the student. If in doubt, contact the Assistant Superintendent for School Operations.

IN ALL CASES, EVERY POSSIBLE ACTION WILL BE TAKEN TO MINIMIZE DISRUPTION OF THE SCHOOL ENVIRONMENT AND LOSS OF INSTRUCTIONAL TIME.

Legal Counsel (lawyers) representing parents, legal guardians or other custodians may, on occasion, come to the school for the purpose of speaking to a student related to custody or other family-related issue. They must have in their possession a release or waiver signed by the custodial parent. It is recommended that arrangements be made for the attorney to speak with the student after school hours.

Guardian Ad Litem is a court appointed special advocate for a child/student. These individuals are generally appointed if the child has no parent or legal guardian, or if the interests of the child are in conflict with the interests of the parent or legal guardian. In some instances, an attorney, court appointed special advocate, or both may be appointed as the child's guardian ad litem. It will be rare that a guardian ad litem will come to the school to speak with the child. If this should happen, they must have in their possession a court order signed and stamped designating them as such. It is recommended that arrangements be made for the guardian ad litem to speak with the child/student after school hours.

Finally, in some instances, there will be a need to maintain confidentiality of the student providing information to principals, administrators, teachers and other school staff. This decision should be made only after discussion with the Assistant Superintendent for School Operations.

ARREST PROCEDURES

As mandated by state law in Georgia, students will be charged and arrested for possession of weapons, as defined in O.C.G.A. 16-11-127.1, for possession of drugs, as defined in O.C.G.A. 16-13-24 through O.C.G.A. 16-13-32, for any felony or designated felony, as described in Title 16 of the Criminal Code of Georgia Annotated, and for causing bodily injury to others, damage to public or private property, and/or causing a major school disturbance, including but not limited to making terroristic threats. Whether or not a student is arrested for fighting, disorderly conduct, and/or disrupting public school is a decision made after a joint consultation between the school principal and the SRO where practical. The final decision on whether to arrest, or not arrest, a student resides solely with the SRO. In the event that the school administrator disagrees with the SRO's decision, they must contact the Assistant Superintendent for School Operations and the Supervising Officer of the sponsoring law enforcement agency to make their concerns known immediately. In all cases involving an SRO, as in all other serious situations at the school, the parents/guardians are notified in a timely manner.

SROs are expected to be familiar with school rules and their application within the school system. Routinely, rule infractions will not be handled as violations of law, but

rather referred to the principal for action. Any questions related to the enforcement of rules versus laws within schools should be discussed with the principal. This specifically applies to general standards of conduct.

The following procedures will be adhered to where arrests of students or staff become necessary:

1. The arrest of a student or employee of the school with a warrant or petition should be coordinated through the principal and accomplished after school hours, whenever practical, with the exception of the need to make an immediate arrest.
2. Persons whose presence on school grounds has been restricted or forbidden or whose presence is in violation of the Georgia Code should be arrested for trespassing,
3. Arrest of students or staff during school hours or on school grounds shall be reported fully to the principal.

SEARCH AND SEIZURE

School officials may conduct searches of student's property and person under their jurisdiction when "reasonable suspicion" exists that the search will reveal evidence that the student has violated or is violating either the law or the rules of the school. The standard for the search is "reasonable suspicion."

The SRO shall not become involved in administrative (school related) searches unless specifically requested by the school to provide security, protection or for the handling of contraband. These searches must be at the direction and control of the school official. At no time shall the SRO request that an administrative search be conducted for law enforcement purposes or have the administrator act as his or her agent. Any search initiated by an officer shall be based upon "probable cause" and, when required, a search warrant should be obtained.

TRIBUNAL HEARINGS

The SRO shall attend tribunal hearings upon request of the school principal or designee. He or she shall be prepared to provide testimony on any actions that he or she took as well as any personally observed conduct witnessed. The SRO shall make available any physical evidence that is available. Unless otherwise arranged, it will be the responsibility of the SRO to transport and safeguard any physical evidence, such as a weapon, that is needed at the disciplinary hearing. The SRO shall not provide any official law enforcement document or juvenile record to the school or tribunal expulsion hearing officer. As a general rule, release of such information is prohibited unless such documents are subpoenaed by the school through the appropriate court.

RELEASE, OF STUDENT INFORMATION

The release of student records is governed by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C, §1232g. "School officials" may access and disclose student records only as authorized by FERPA.

SCHOOL RESOURCES OFFICERS (SROs)

For purposes of access to student records, SROs are considered "school officials" and may be provided student information as necessary to carry out their duties related to the school environment. On a routine basis, an SRO's access to student record information shall be limited to Student Directory Information specific to the school to which the SRO is assigned. The SRO may have access to other student record information only when necessary to carry out his or her duties in the school environment and only as approved by the school principal.

SROs may only disclose student records and information contained therein to their sponsoring law enforcement agency and to other law enforcement officials as described below. SROs may disclose "law enforcement records" to their sponsoring law enforcement agency and other law enforcement officials. "Law enforcement records" are those records, files, documents, and other materials that are created and maintained by the SRO for the purpose of ensuring the physical safety and security of people and property in Fayette County Public Schools and/or the enforcement of any local, state or federal law. Because "law enforcement records" are not student records, they are not subject to the disclosure restrictions of FERPA.

LAW ENFORCEMENT AGENCIES

Law enforcement agencies who are not assigned to the schools as part of the SRO Program and other law enforcement officials may have access to student record information without parent permission and consent only if:

The Fayette County School District has designated the following student-based information as "directory information" under the provisions of the Family Educational Rights and Privacy Act (FERPA) and may disclose that information upon request by appropriate institutions/agencies:

- a) Student's name, address and telephone number;
- b) Student's date and place of birth;
- c) Student's participation in official school clubs and sports;
- d) Weight and height of student if he/she is a member of an athletic team;
- e) Dates of attendance at the Fayette County School System;
- f) Awards received during the time enrolled in Fayette County School System;
- g) Grade Level;
- h) E-mail address

RELEASE OF LAW ENFORCEMENT INFORMATION

Consistent with the basic tenants of the relationship between the School Principal and the SRO described in this understanding, open communication is essential to its effectiveness. SROs should exchange information with the principal regarding students' involvement in criminal activity in and around the school. This exchange shall be limited to that which directly relates to and contributes to a safe school environment. SROs shall not make any official document, law enforcement report, or record available to the school or its staff. The SRO shall make monthly arrest records available to the Assistant Superintendent of School Operations.

CONCLUSION

This document reflects mutually agreed goals and objectives of the Fayette County Sheriff's Office, Fayetteville Police Department, Peachtree City Police Department and the Fayette County Board of Education for the School Resource Officer Program.

This endeavor is a partnership between education and law enforcement to support a collaborative, problem-solving approach to ensure a safe and secure educational environment. Quarterly meetings shall be conducted between the Law Enforcement Agency Heads, District Attorney, and Assistant Superintendent of School Operations to support this partnership.

This MOU will remain in force until such time as any party withdraws from the agreement by delivering a written notification of such rescission to the other party. It shall be reviewed annually and amended as necessary to meet the needs of the signatory agencies. This MOU shall not be construed to create or substantiate any right or claim on the part of any person or entity which is not a party hereto.

SCHOOL RESOURCE OFFICER (SRO) PROGRAM
AND PROCEDURES FOR THE EXCHANGE OF INFORMATION

MEMORANDUM OF UNDERSTANDING

between

THE FAYETTE COUNTY BOARD OF EDUCATION

and

THE FAYETTE COUNTY SHERIFF'S OFFICE

THE FAYETTEVILLE POLICE DEPARTMENT

THE PEACHTREE CITY POLICE DEPARTMENT

revised August 2011

FAYETTE COUNTY BOARD OF EDUCATION
Superintendent – Dr. Jeffrey Bearden

Date

FAYETTE COUNTY SHERIFF'S OFFICE
Sheriff – Wayne Hannah

Date

FAYETTEVILLE POLICE DEPARTMENT
Chief of Police – Steve Heaton

Date

PEACHTREE CITY POLICE DEPARTMENT
Chief of Police – Skip Clark

Date

DISTRICT ATTORNEY
District Attorney – Scott Ballard

Date

CITY OF PEACHTREE CITY, GEORGIA
Mayor – Donnie O. Haddix

Date

CITY OF PEACHTREE CITY, GEORGIA
City Clerk

Date and Seal

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager 
Financial Services Director *P.S.*

FROM: Jonathan N. Rorie, Community Services Director 

DATE: February 13, 2012

SUBJECT: Gathering Place- Remodel.
February 16, 2012, *City Council Meeting*

Recommendation:

Staff recommends that City Council establish a budget not to exceed \$ 60, 000 to pay for expenses related to remodel expenses of the Gathering Place.

Discussion:

Effective January 1, 2012, the city entered into an agreement with Fayette Senior Services (FSS) to manage and provide older adult programming at city facilities including the Gathering Place and the Recreation Administration Building. As part of the agreement, the city is responsible for capital improvements, repairs and maintenance with initial improvements to include;

- Painting the building
- New hard-surface flooring

Upon initial assessment, it is clear that the building is in need of some simple remodel upgrades and repairs. To fulfill our agreement, we need to establish a budget to include the following items;

- HVAC Repairs and Replacement
- Interior and Exterior Painting
- Kitchen cabinet improvements and repairs
- New Flooring.

Budget Impact:

Staff proposes that funding for these expenses be drawn from Facilities Authority Bond Contingency account and assigned to project code CIP-049 for Gathering Place Improvements.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager
Financial Services Director P.S.
Assistant Financial Services Director
Purchasing Agent
Public Works Director
Community Development Director

FROM: City Engineer

DATE: February 14, 2012

SUBJECT: Kedron Bubble Construction Update – Final Cost
February 16, 2012, City Council Meeting

Recommendation:

Staff recommends that City Council authorize the amount of \$146,170 to pay for final change orders and anticipated expenses on the construction and installation of the bubble at the Kedron Aquatic Center.

Discussion:

Staff has been working diligently with the contractor and their sub-contractors to complete the installation of the bubble. As a result of unforeseen subsurface conditions there have been several requests for change orders from the contractor and additional equipment needs. Staff is recommending approval of some requests; however, some are currently in dispute with the contractor.

In order to be able to finalize the financial responsibilities on this project, Staff is requesting the allocation of the full requested amount with the understanding that the City will only expend the Staff justified amount unless it is found that we legally have to pay the full amount.

Full Requested Amount Plus Equipment Needs	\$146,170
Staff Justified Amount Plus Equipment Needs/w Credits	\$93,468.29

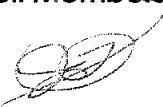
Budget Impact:

Staff proposes that funding for this expense be transferred from the Facilities Authority Bond Contingency account to the Kedron Bubble project account in Fund 380. With approval of this requested expenditure the unaudited, grand total of this project including the fence would be \$716,754.29

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

FROM: City Manager 

DATE: February 13, 2012

SUBJECT: Consider Ordinance Amendment - Service Delivery Review And Local
Option Sales Tax Negotiation Panel
February 16, 2012, City Council Meeting

Council Members have requested that the attached ordinance be added for discussion and consideration on February 16.

AN ORDINANCE TO AMEND CHAPTER TWO, ADMINISTRATION, ARTICLE V, BOARDS AND COMMISSIONS, OF THE PEACHTREE CITY CODE OF ORDINANCES, AS AMENDED, TO ESTABLISH A SERVICE DELIVERY REVIEW AND LOCAL OPTION SALES TAX NEGOTIATION PANEL ; TO PROVIDE FOR THE ELECTION OF OFFICERS AND ADOPTION OF BYLAWS; TO ESTABLISH DUTIES; TO PROVIDE FOR RECOMMENDATIONS TO CITY COUNCIL; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, O.C.G.A. § 36-70-20 et seq., also referred to as HB 489, required the City, Fayette County, and the other municipalities located within Fayette County to implement a comprehensive service delivery strategy in 1999; and

WHEREAS, the purpose of such comprehensive service delivery strategy was to provide a flexible framework within which local governments in each county could develop a service delivery system that is both efficient and responsive to citizens in the County, while also minimizing inefficiencies resulting from duplication of services; and

WHEREAS, O.C.G.A. § 36-70-28(b) sets forth certain events under which Fayette County and the municipalities located therein are to review and revise, if necessary, the service delivery strategy; and

WHEREAS, the City monitors the delivery of services by it and Fayette County in an effort to avoid duplication, reduce costs, provide enhanced services, and avoid areas of double taxation; and

WHEREAS, one of the events set forth in O.C.G.A. § 36-70-28(d)(3) is a change in revenue distribution arrangements; and

WHEREAS, one of the key changes in revenue distribution arrangements is the renegotiation of Local Option Sales Tax revenues which occurs every ten (10) years pursuant to O.C.G.A. § 48-8-89(d); and

WHEREAS, the City Council desires to establish a panel, the purpose of which is to monitor the delivery of services by the City and other jurisdictions, make recommendations for changes in revenue distribution arrangements, seek efficiency in the provision of services, reduce costs of providing services, determine the cost of

providing enhanced services, and eliminate the provision of equal services by the two or more jurisdictions.

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

Section 1. Chapter Two, Article V, Division 1, as amended, be further amended by adding new Sections 2-481 – 2-483 as follows:

Sec. 2-481. - Established; organization.

There is established a service delivery review panel consisting of not less than three (3) nor more than five (5) members who shall be residents of the city, employees of the City, or appointed officials of the city pursuant to the City Charter, which panel members shall be appointed by the governing body. The persons appointed to the panel shall serve without pay, and such persons shall serve at the pleasure of the City Council and may be removed from such panel at any time.

Sec. 2-482. - Duties.

The service delivery review panel shall monitor the delivery of services by the City and other jurisdictions, determine the cost of providing enhanced services, and make recommendations for changes in revenue distribution arrangements, efficiencies in the provision of services, and potential reductions in costs of providing services, and the elimination of equal services by the two or more jurisdictions. In addition, the panel shall serve as the representatives of the City during any renegotiation of Local Option Sales Tax revenues pursuant to O.C.G.A. § 48-8-89(d).

Sec. 2-483. - Recommendations to city council.

The panel shall have no authority to bind the City, but shall only serve as a recommending body to the City Council. The City Council shall have no duty to adhere to, or approve any recommendation of the panel. No third party shall rely on any recommendation of the panel as binding on the City.

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