

City Council of Peachtree City
Agenda
January 19, 2012
7:00 p.m.

- I. Call to Order
- II. Pledge of Allegiance
- III. Announcements, Awards, Special Recognition
- IV. Public Comment
- V. Agenda Changes
- VI. Minutes
- VII. Monthly Reports – December
- VIII. Consent Agenda
 - Consider Appointments to the Board of Ethics
 - Consider Law Enforcement Mutual Aid Agreement – Fayetteville
 - Consider Alcohol Ordinance Amendment – Alcohol Handler Permits
- IX. Old Agenda Items
- X. New Agenda Items
 - Consider Bid – Tree Removal Services
 - Consider RFP – Architectural Services
 - Consider Bid – Police Car Accessories
 - Consider Natural Gas Provider for City Facilities
 - Citizen Request to Address Council – Inge Guha-Biswas (RE: Gathering Place)
 - Update/Discussion - MacDuff Parkway Path Tunnel
- 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>January</u>	<u>February</u>	<u>March</u>
1/16 – MLK Holiday, City Offices Closed 1/19 – City Council Meeting, 7 pm	2/2 – City Council Meeting, 7 pm 2/7 – Council Workshop (Tentative), 6:30 2/16 – City Council Meeting, 7 pm	3/1 – City Council Meeting, 7 pm 3/10 – Buy Design Jewelry Show 3/6 – Council Workshop (Tentative), 6:30 3/9 & 10 – City Council Retreat 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

CITY OF PEACHTREE CITY
MONTHLY REPORT
GENERAL FUND AND HOTEL/MOTEL TAX FUND
BUDGET COMPARISON (UNAUDITED)
FOR THE THREE MONTHS ENDED DECEMBER 31, 2011

PERCENTAGE OF BUDGET YEAR COMPLETED 25.00% (ACTUAL TRANSACTIONS STILL PENDING)

GENERAL FUND REVENUES BY MAJOR CATEGORIES				
Description	2012 Budget	YTD Actual	Dollar Difference	Percentage To-Date
General Property Taxes	\$ 11,766,742	\$ 10,169,825	\$ (1,596,917)	86.43%
Franchise Taxes	2,603,612	147,836	(2,455,776)	5.68%
Local Option Sales Tax	6,520,000	1,598,553	(4,921,447)	24.52%
Other Sales & Use Taxes	704,550	175,305	(529,245)	24.88%
Business Taxes	2,254,651	1,810,745	(443,906)	80.31%
Licenses & Permits	641,637	364,295	(277,342)	56.78%
Intergovernmental/Grants	300,020	80,964	(219,056)	26.99%
Charges for Services - Other	953,750	155,254	(798,496)	16.28%
EMS Billings	502,988	84,075	(418,913)	16.72%
Fines & Forfeitures	1,254,964	276,233	(978,731)	22.01%
Investment Income	76,974	10,285	(66,689)	13.36%
Other Revenue	110,448	49,158	(61,290)	44.51%
Other Financing Sources	1,154,905	72,320	(1,082,585)	6.26%
Total General Fund Revenues	\$ 28,845,241	\$ 14,994,848	\$ (13,850,393)	51.98%
Surplus Carryover	(1,238,625)			
Total General Fund	\$ 27,606,616			

GENERAL FUND EXPENDITURES BY DIVISION AND/OR TYPE				
Division and/or Type	2012 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Executive Services	\$ 452,542	\$ 76,662	\$ 375,880	16.94%
Administrative Services	1,301,704	268,655	1,033,049	20.64%
Financial Services	1,166,806	299,391	867,415	25.66%
Police Services/Code Enforcement	7,148,427	1,839,006	5,309,421	25.73%
Fire/EMS Services	6,626,769	1,624,852	5,001,917	24.52%
Public Works/Buildings & Grounds/Engineering	4,444,247	982,255	3,461,992	22.10%
Community Services	4,323,674	874,684	3,448,990	20.23%
Non-Divisional:				
Unemployment Insurance	48,000	-	48,000	0.00%
Council Contingency	-	-	-	0.00%
Non-Profit Organizations	26,757	26,757	-	100.00%
Transfer to Development Authority	7,500	7,500	-	100.00%
Transfers to Other Funds	2,457,760	719,273	1,738,487	29.27%
Liability Insurance	89,243	51,025	38,218	57.18%
Litigation Services	100,000	31,624	68,376	31.62%
General Administration/Miscellaneous	46,318	42	46,276	0.09%
Budgeted Savings	(633,131)	-	(633,131)	0.00%
Total General Fund	\$ 27,606,616	\$ 6,801,726	\$ 20,804,890	24.64%

HOTEL/MOTEL FUND REVENUES				
Description	2012 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Total Hotel/Motel Taxes	\$ 796,280	\$ 213,862	\$ (582,418)	26.86%

HOTEL/MOTEL TRANSFERS OUT				
Type	2012 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Transfer to General Fund	\$ 265,427	\$ 71,287	\$ 194,140	26.86%
Transfer to Tourism Association	530,853	142,575	388,278	26.86%
Total Hotel/Motel Transfers Out	\$ 796,280	\$ 213,862	\$ 582,418	26.86%

CITY OF PEACHTREE CITY
FINANCIAL SERVICES
MONTHLY REPORT
(UNAUDITED)
AS OF DECEMBER 31, 2011

SUMMARY OF OVER \$10,000 EXPENDITURES APPROVED BY CITY MANAGER DECEMBER 2011			
Description	Vendor	Award	Date
Radios	Motorola Solutions Inc.	\$ 10,017.28	12/05/2011
TOF 101, Rehab Plans for Wynnmeade Pkway	Integrated Science	36,685.00	12/06/2011

PURCHASING REPORT FOR MONTH ENDED December 31, 2011 AND December 31, 2010		
Activity	Fiscal Year 2012	Fiscal Year 2011
Purchase Orders / Requisitions Processed	203	208
City Store Requisitions Processed	13	17
Sealed Bids Requested	3	0
Requests for Proposals	0	0
Bids Awarded	2	6
Requests for Proposals Awarded	0	1
Contracts Prepared	0	4
Electronic Auction	0	0
Fixed Assets Purchased	1	9
Squad Rescue Vehicle		

CITY OF PEACHTREE CITY
DONATIONS RECEIVED
DECEMBER 2011

POLICE

Kiewit Infrastructure South Co.
Paul & Duane Fischer
Robert & Eleanor Ryan

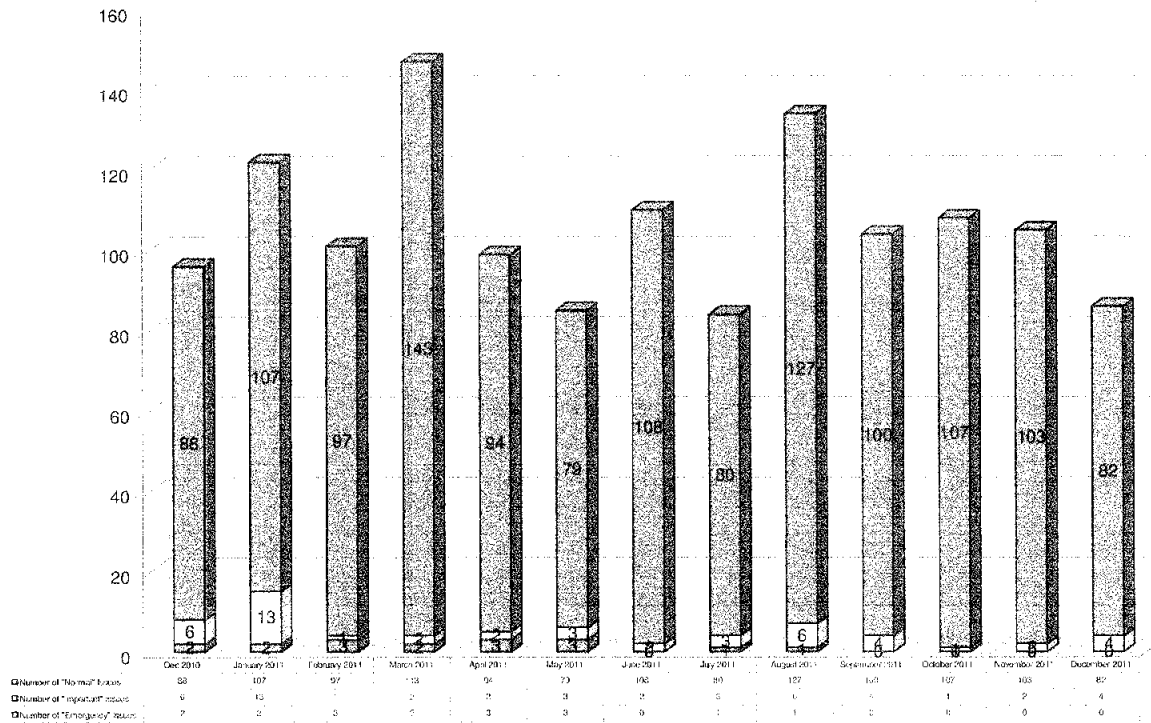
Explorers
Vests
Miscellaneous

1,000.00
200.00
25.00

TOTAL MONTH OF DECEMBER 2011

\$ 1,225.00

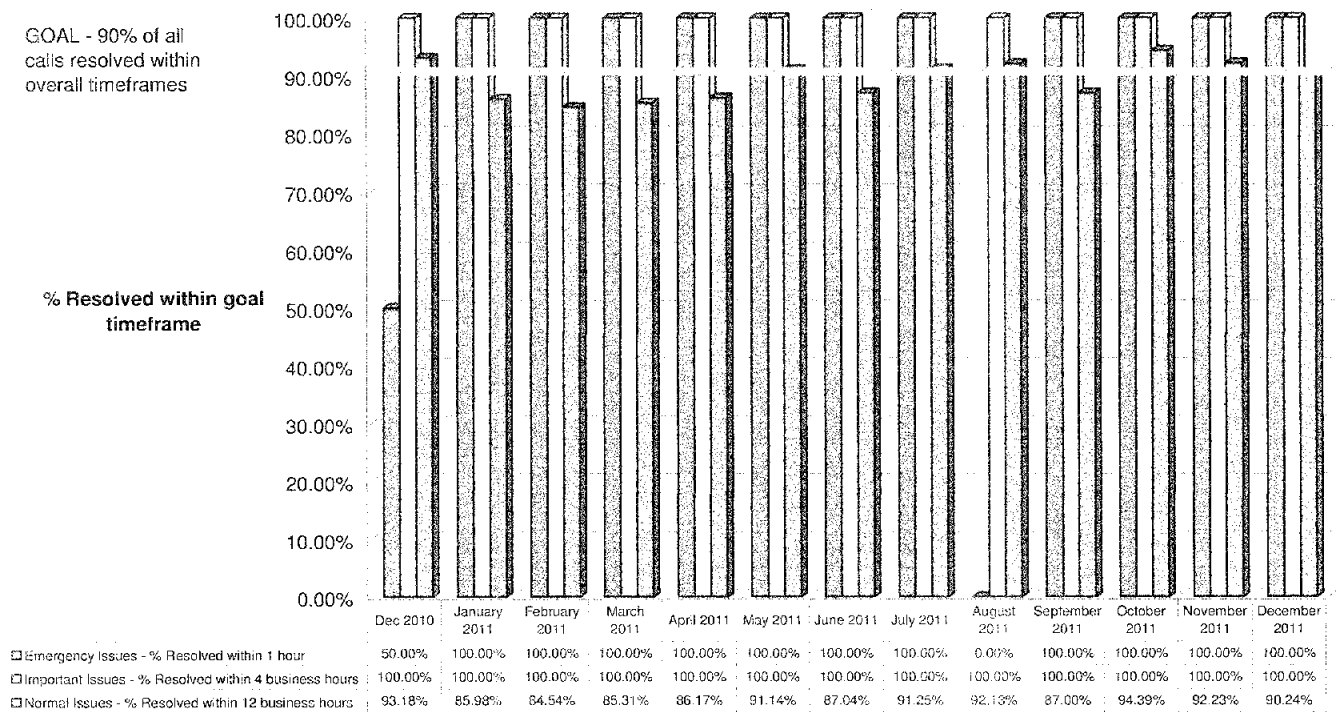
Issue Volume by Severity/Impact - SLA Tracked Support Calls - 13 Month Trend



SLA - Call Resolution Goal Analysis - 13 Month Trend

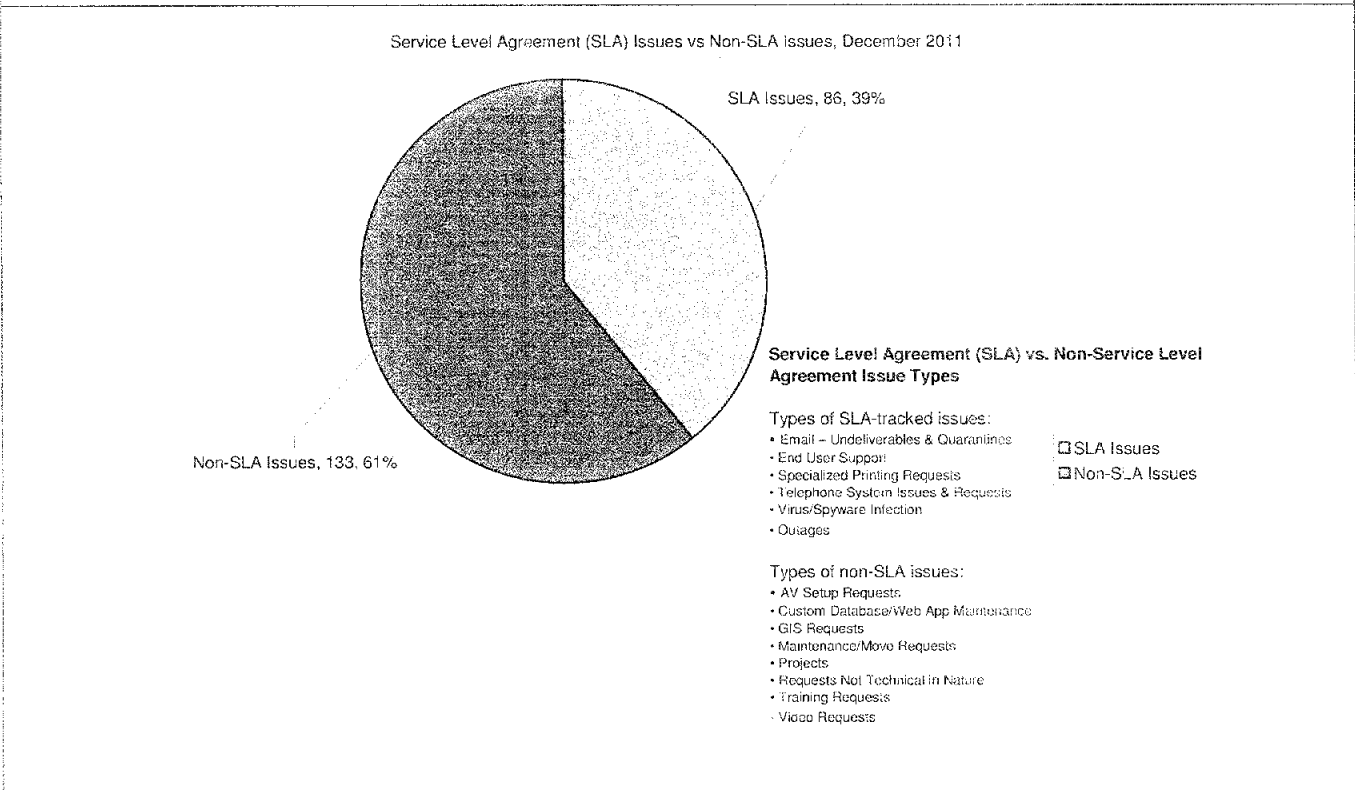
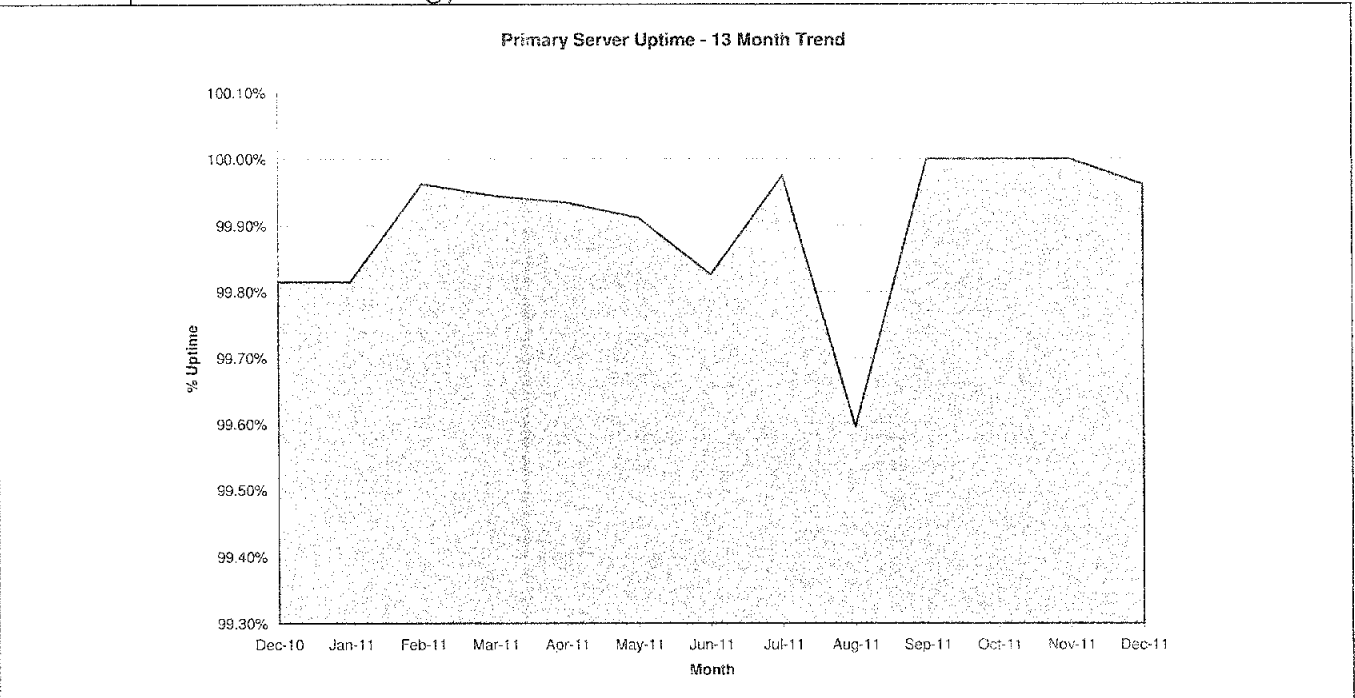
GOAL - 90% of all calls resolved within overall timeframes

% Resolved within goal timeframe



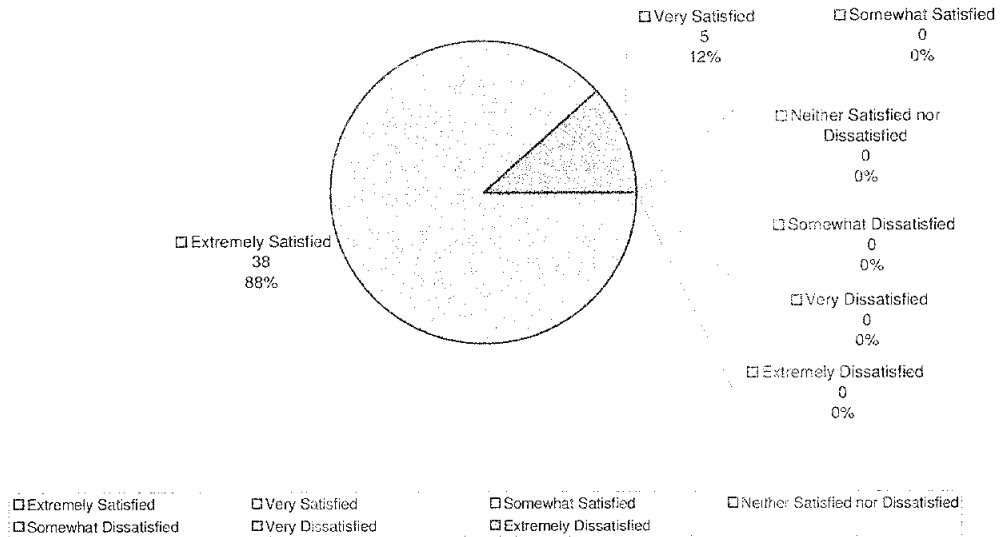
City of Peachtree City
 Information Technology Statistics and Trends
 For Period Ending December 31, 2011
 Report Date – January 12, 2011

Server Uptime and Technology Issue Statistics

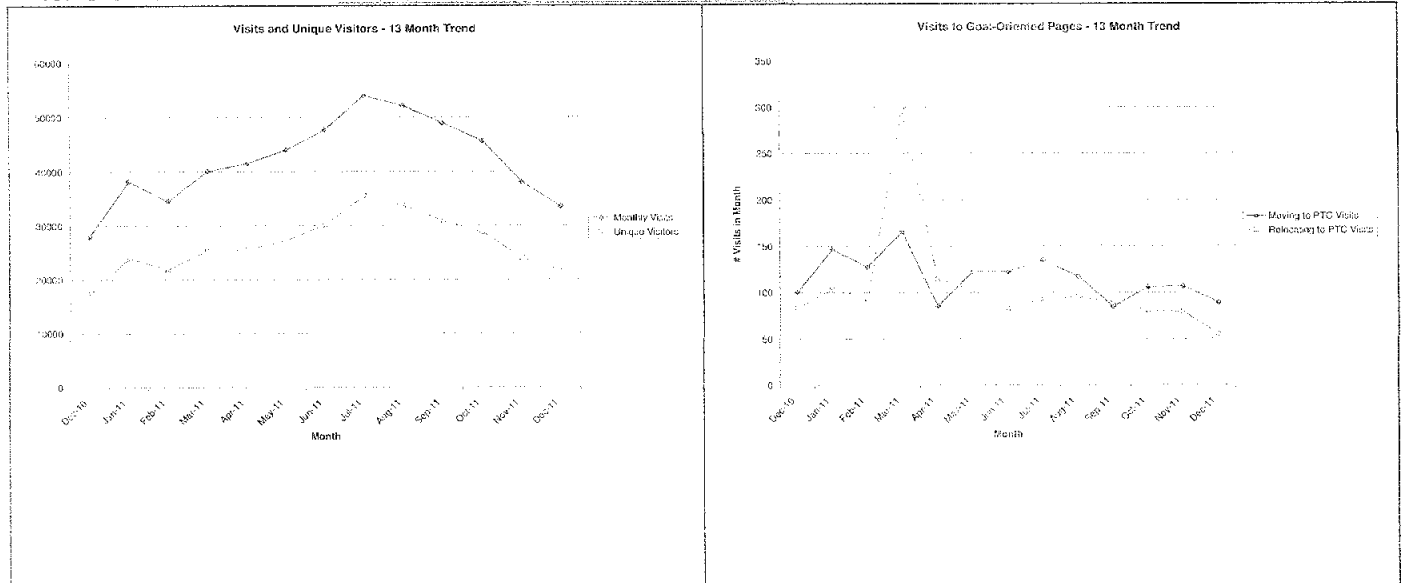


Peachtree City IT Statistics (continued)
End User Satisfaction Statistics

End User Overall Satisfaction - December 2011
Response Rate - 43 surveys out of 219 support incidents = 19.6% response rate
(assumes each response is for a different support incident)



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



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PEACHTREE CITY FIRE/RESCUE

MONTHLY REPORT

December 2011

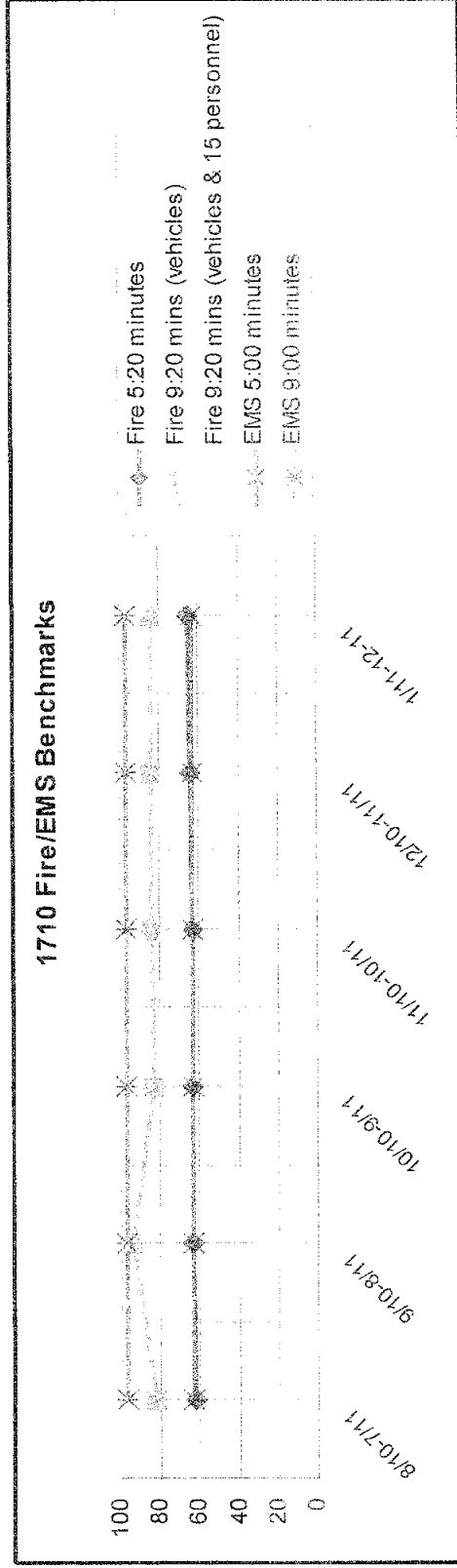
RESPONSE BENCHMARKS (Dec 10 – Dec 11)

A) 64.9% B) 83.7% C) 28% D) 63.5% E) 97.2%

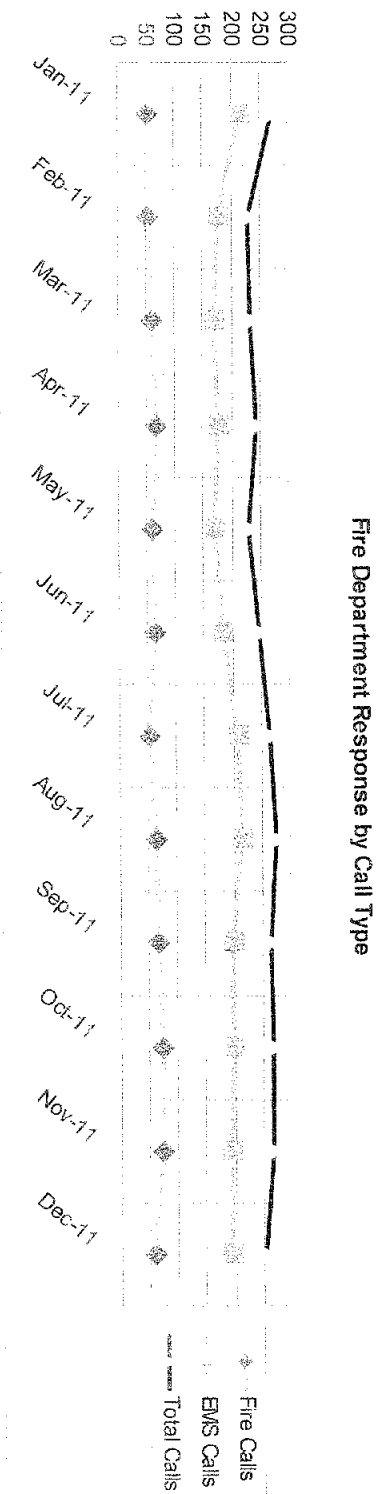
Benchmarks are based on NFPA 1710 Standards as follows:

- 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)

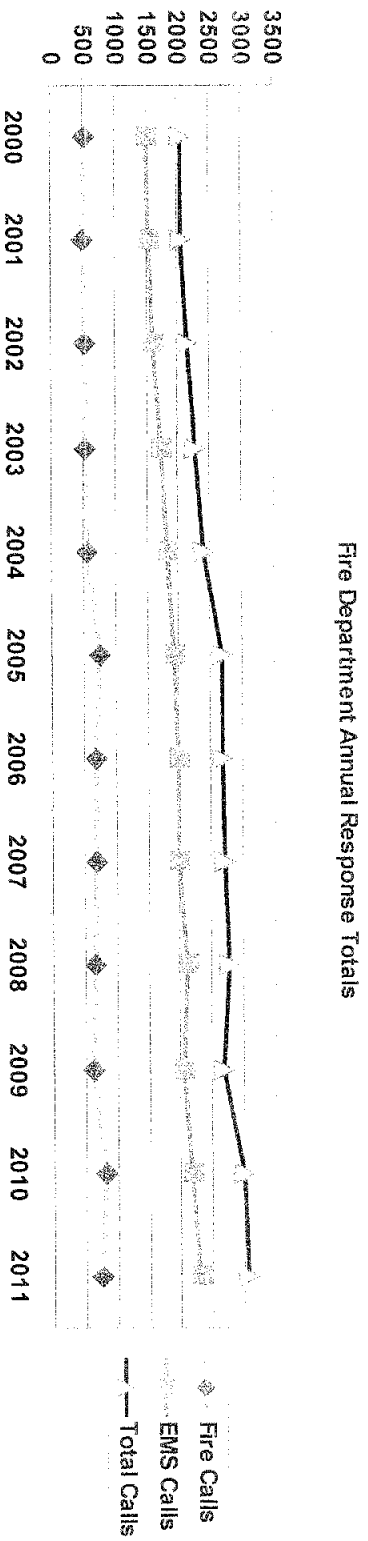
RESPONSE BENCHMARKS (6 MONTH LOOK-BACK)



MONTHLY RESPONSES (Last 12 Months)

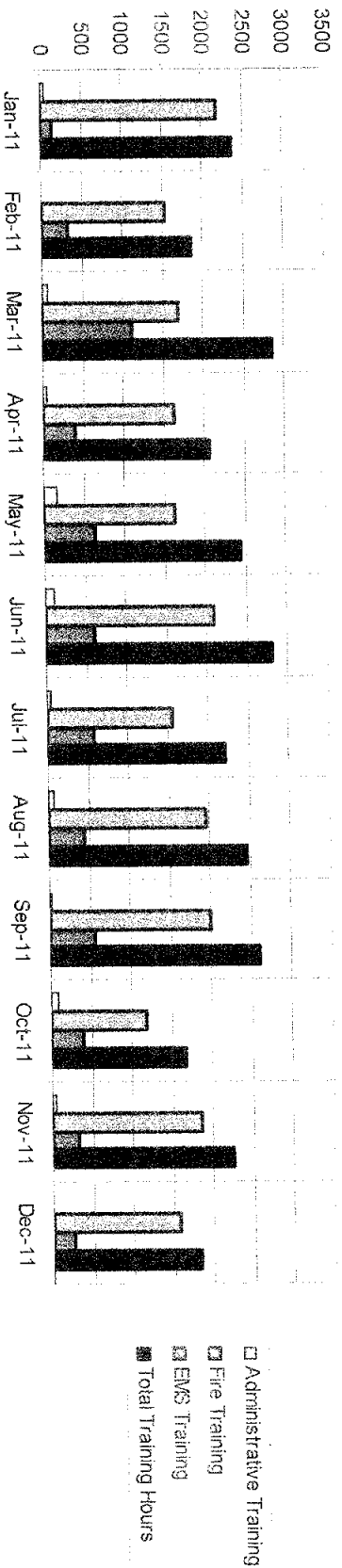


TOTAL ANNUAL RESPONSES (PAST 12 YEARS)



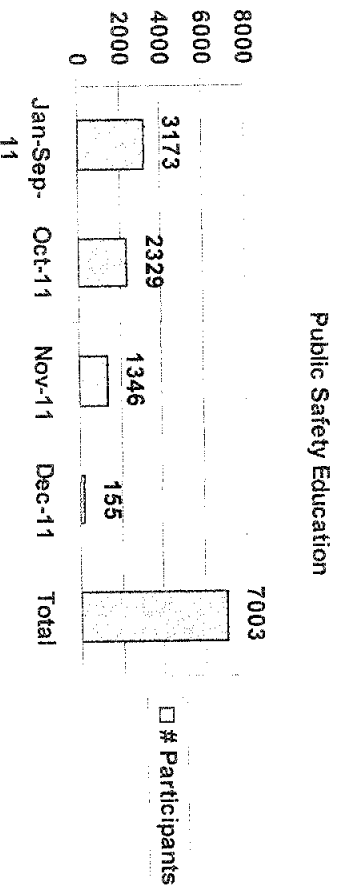
TRAINING HOURS (Last 12 Months)

Monthly Fire Department Training Hours



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.



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										1,141	1,249
Items - Circulated	Num.	40,844	36,885	32,564										110,293	108,974
Items - Loaned to Other Libraries	Num.	1,330	1,150	969										3,449	3,347
Items - Borrowed From Other Libraries	Num.	2,321	1,910	1,920										6,151	5,983
Class Visits	Num.	2	0	3										5	0
Group Meetings	Num.	33	34	32										99	113
Monthly Traffic	Num.	22,511	18,561	17,643										58,715	60,883
Children's Programs	Num.	22	10	11										43	39
Number of Participants	Num.	1,561	222	217										2,000	1,094
Adult Programs	Num.	3	3	2										8	7
Number of Participants	Num.	71	41	85										197	107
Revenue from Overdue Books Dis.	Dis.	3,198	4,348	3,477										11,023	9,786
Revenue from Copies Made	Dis.	631	794	481										1,906	2,032
Reference Assistance	Num.	1,710	1,334	1,107										4,151	5,215
Internet Usage	Num.	3,072	2,772	2,233										8,077	8,265
Volunteers	Num.	38	31	30										99	129
Number of Hours Worked	Num.	333	213	200										746	940
eBook/Audio Downloads	Num.	774	894	938										2,606	n/a

Notes: Circulation is slightly up YTD. Revenues from overdues are up as well. eBook downloads continue to be popular. Vendors are coming out with new platforms this year. Staff will be meeting with reps for demos. PTC Friends of the Library continues to host monthly programs, including book signings by local authors. FOL raised over \$2,000 in their "Gift Your Library" program to purchase new books. PTC Library will be closed Jan. 13-16 due to major upgrade in PINES software.

City Council Monthly Report

As of: 01/13/2012

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	DEC of FY 2011	DEC of FY 2010
BUILDING DEPARTMENT															
RESIDENTIAL BUILDING PERMITS															
Single Family Units:	1	1	2										4	1	4
Single Family C.O.'s	3	2	0										5	4	19
Multi Family Units:	0	0	0										0	0	0
Multi Family C.O.'s	0	0	0										0	0	146
Miscellaneous*	34	20	29										83	14	97
INSPECTIONS:	155	91	122										368	123	1,257
NON-RESIDENTIAL BUILDING PERMITS															
New Construction:	0	0	0										0	0	NA
Non-Residential C.O.'s	10	5	5										20	4	NA
Expansion/Renovation/Tenant Finish:	2	7	5										14	3	NA
Miscellaneous*	0	3	1										4	0	NA
INSPECTIONS:	104	142	71										317	84	NA
DEVELOPMENT PERMITS	1	1	1										3	2	10
POPULATION ESTIMATE^	38,677	38,681	38,681										38,681	38,627	36,643
BUILDING PERMIT FEES	\$24,472	\$62,371	\$20,001										\$106,844	8,266	
PLANNING DEPARTMENT															
Sign Permits:	\$800	\$460	\$100										\$1,360	\$500	NA
Banner/ Special Event Permits:	\$525	\$50	\$360										\$935	\$130	NA
New Construction Plan Reviews:	\$400	\$200	\$300										\$900	\$0	NA
Other Plan Reviews/Permitist:	\$736	\$4,416	\$671										\$5,823	\$648	NA
Resubmittals:	\$0	\$0	\$0										\$0	\$200	NA
Fire Department Permit Fees:	\$700	\$750	\$1,350										\$2,800	\$1,088	NA
TOTAL PLAN REVIEW FEES	\$3,161	\$5,876	\$2,781										\$11,818	\$2,566	NA
TOTAL FEES COLLECTED	\$27,633	\$68,247	\$22,782										\$118,662	\$10,832	NA

* Other plan reviews: Soil Erosion permits, Land Disturbance Fee, Site Plan & Final Site Plan reviews

^ Based on 2.09 people per residential CO

* Miscellaneous permits are: Fences, Pools, Additions/Renovations, Reroofings, etc

PEACHTREE CITY POLICE DEPARTMENT

2011 MONTHLY REPORT

NOVEMBER 2011 DECEMBER 2011 2011 2010
 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	39	33	465	479
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<u>DUI ARRESTS</u>	9	9	165	180
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DRUG ARRESTS: Marijuana, Methamphetamine, Cocaine, Other (opium, heroin, etc)

TOTAL DRUG ARRESTS:	4	5	88	76
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OTHER ARRESTS

PROPERTY CRIMES	17	15	186	224
PERSON CRIMES	6	5	63	87
CITY ORDINANCES	38	37	516	544
TRAFFIC OFFENSES	29	39	321	385
OTHER	20	10	368	519

<u>CALLS ANSWERED:</u>	5,519	5,770	68,881	55,796
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TRAFFIC:

CITATIONS ISSUED	648	638	8,803	9,890
WARNINGS	772	674	11,223	11,288
ACCIDENTS	99	119	1,122	1,066

TOP 5 ACCIDENT LOCATIONS – MONTH

HWY 54 / HWY 74	8
HWY 54 / PLANTERRA	4
HWY 54 / WALT BANKS	3
HWY 54 / NORTHLAKE	3
HWY 74 / HOLLY GROVE	3

PLANNING COMMISSION ATTENDANCE RECORD

3-Year Term

December 2011

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
David Conner Chairman 10/07/10 - 9/30/13	15	15	14	1	06/13/2011	93%
Aaron Daily 10/10/11 - 9/30/14	15	3	3	0		100%
Frank Destadio, Vice Chairman (Appointed to fulfill Joe Frazar's unexpired term) 4/21/11 - 9/30/12	15	9	7	2	07/11/2011 08/08/2011	78%
Patrick Staples 10/01/96 - 9/30/12	15	15	15	0		100%
Lynda Wojcik 02/23/09 - 9/30/13	15	15	14	1	03/21/2011	93%
Robert Napoli Alternate 10/01/11 - 9/30/12	15	3	2	1	10/10/2011	67%

COMMISSION/AUTHORITY ATTENDANCE RECORD

November 21, 2011

LEISURE SERVICES COMMISSION

Five (5) year terms

Name & Date of Appointment	Meetings Held Past 12 Months	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
Mark Ballard 1/8/08 - 12/31/12	8	8	8	0		100%
Joe Keubler 12/18/09 - 12/31/13	8	8	7	1	11/21/11	88%
Vince Obsitnik 1/1/11-12/31/15	8	8	6	2	1/24/11 3/21/11	75%
Eric Snell 1/1/10-12/31/14	8	8	6	3	05/16/2011 10/17/11 11/21/11	75%
Shayne Robinson 1/1/09-12/31/11	8	8	8	0		100%

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members
VIA: City Manager 
FROM: Public Information Officer/City Clerk 
DATE: January 11, 2012
SUBJECT: Appoint/Reappoint Ethics Board Members
January 19, 2012, City Council Agenda

Recommendation:

That Council appoint the nominees listed below to the Peachtree City Ethics Board, pending fulfillment of the required paperwork.

Discussion:

The City has an Ethics Board comprised of ten Peachtree City residents who are appointed by Council. Each Council member nominates two residents to serve during their term(s) of office. The Board provides the pool for a five-member panel to review any Ethics Complaints filed with the City. Below are those nominated for appointment and the Council member making the nomination:

Mr. Tom O'Toole (Don Haddix)
Mr. Mark Hollums (Don Haddix)
Mr. Scott Austensen (Eric Imker)
Mr. Mike LaTella (Eric Imker)
Mr. Todd Strickland (George Dienhart)
Mr. Sean Frick (George Dienhart)
Ms. Cathy Nelmes (Kim Learnard)
Ms. Louise Nelson (Kim Learnard)
Mr. Dan Haas (Vanessa Fleisch)
Mr. Eric Slepian (Vanessa Fleisch)

All nominees must submit informational paperwork and pass criminal background checks. Once the required paperwork is completed, staff will schedule a training class at which the City Attorney will review the City's Ethics Ordinance and the duties and responsibilities of the Ethics Board members.

Budget Impact:

None

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: December 27, 2011

SUBJECT: Mutual Aid Agreement – Fayetteville Police Department
January 19, City Council Meeting

Recommendation:

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

Discussion:

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

Budget Impact:

There is no budget impact concerning this agreement.

MUTUAL ASSISTANCE AGREEMENT

Between FAYETTEVILLE POLICE DEPARTMENT and the Peachtree City Police Department.

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

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

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

This Mutual Assistance Agreement shall incorporate the following Georgia Codes; 36-69-4 through 36-69-8.

36-69-4. Whenever the employees of any political subdivision or institution within the University System of Georgia are rendering aid outside their political subdivision or campus, respectively, and pursuant to the authority contained in this chapter, such employees shall have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision or on the campus of the institution in which they are normally employed.

36-69-5. Unless otherwise provided by contract, the political subdivision or institution within the University System of Georgia which furnishes any equipment pursuant to this chapter shall bear the loss or damage to such equipment and shall pay any expense incurred in the operation and maintenance thereof. Unless otherwise provided by contract, the political subdivision or institution within the University System of Georgia furnishing aid pursuant to this chapter shall compensate its employees during the time of rendering of such aid and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid.

36-69-6. All of the privileges and immunities from liability; exemption from laws, ordinances, and rules; and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such political subdivision or institution within

the University System of Georgia when performing their respective functions within the territorial limits of their respective political subdivisions or campuses shall apply to such officers, agents, or employees to the same degree, manner, and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this chapter relating to mutual aid. The provisions of this Code section shall apply with equal effect to paid, volunteer, and auxiliary employees.

36-69-7. Neither a public safety agency which requests assistance pursuant to Code Section 36-69-3 nor the political subdivision or institution of the University System of Georgia in which the public safety agency is located shall be liable for any acts or omissions of employees of a responding public safety agency rendering assistance extraterritorially under the provisions of this chapter.

36-69-8. (a) The provisions of this chapter shall not be construed as creating a duty on the part of any public safety agency of a local political subdivision or institution within the University System of Georgia to respond to a request from any public safety agency of another local political subdivision or institution of the University System of Georgia as authorized in Code Section 36-69-3. (b) Notwithstanding the provisions of subsection (e) of Code Section 36-69-3, the provisions of this chapter shall not be construed as creating a duty on the part of a public safety agency rendering assistance extraterritorially to stay at the scene of a local emergency for any length of time. Such responding public safety agency may depart the scene of a local emergency at any time at the discretion of the officer in command of the public safety agency rendering assistance extraterritorially at the scene of the local emergency.

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

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

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

3. Requests for assistance for public occurrences of short duration and states of emergency shall be made by telephone or the Inter-city or State Band Radio

System. All requests for assistance for states of emergency shall be verified by Teletype Message initiated by the official authorized to make such a request.

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

Deployment of Assisting Personnel

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

6. Both agencies agree that all fuel expenditures beyond the first tank will be provided by the requesting agency, lodging and meal responsibilities shall be borne by the requesting agency and salary expenses shall be borne by the employee's own department as is reasonable.
7. It shall be the responsibility of the County Sheriff (as is required by law) to operate the necessary detention facilities, be they permanent or temporary, including the need for such services in the event of mass arrests. This responsibility shall include processing of said individuals. The arresting agency shall make every effort to cooperate with the Sheriff and assist where possible and shall provide for the transportation of the arrestees to the detention facility.

Use of Deadly Force

1. Deadly force by personnel of assisting jurisdictions shall be used only when necessary to prevent death or serious bodily harm to any person.
2. Specialized units which are trained for hostage or barricaded situations are uniquely qualified to evaluate the conditions which can only be resolved by the use of deadly force. Therefore, the Incident Commander of the requesting jurisdiction shall not commit such specialized units as a unit to an event unless it is apparent that deadly force may be required. This shall not preclude assisting jurisdictions from deploying individuals who may be assigned to said specialized units independent of said unit. When such units are committed, the supervision of the specialized unit shall be completely controlled by the Commander of the Unit with continuous communications maintained between the Commander of the specialized unit and the Incident Commander of the jurisdiction. The purpose of this communication is to finalize the exercise of deadly force. Conflicts that arise between the Incident Commander and Commander of any specialized unit should be worked out prior to any action being taken by any unit.

GENERAL INFORMATION

- (A) At the time of this signing, the Fayetteville Police Department has at it's disposal 41 sworn personnel, 33 marked patrol vehicle(s), 13 unmarked patrol vehicle(s), 0 SWAT Team(s), 0 Hostage Negotiator(s), 1 Prisoner transport vehicle(s), 0 Dive Team(s), 0 fixed or rotary winged aircraft, 0 motor boat(s), 0 four wheel drive all-terrain vehicle(s), 1 Mobile Command Vehicle(s), 1 Crime Scene Vehicle(s) and 2 Canine Officer(s).
- (B) At the time of this signing, the Peachtree City Police Department has at it's disposal ___ sworn personnel, ___ marked patrol vehicle(s), ___ unmarked patrol vehicle(s), ___ SWAT Team(s), ___ Hostage Negotiator(s), ___ Prisoner transport vehicle(s), ___ Dive Team(s), ___ fixed or rotary winged aircraft, ___ motor boat(s),

four wheel drive all-terrain vehicle(s), ___ Mobile Command Vehicle(s), ___ Crime Scene Vehicle(s) and ___ Canine Officer(s).

It is understood that the undersigned agencies will review and update this agreement on an annual basis. It is further understood that this agreement may be amended at anytime by either party after filing a 30 day written notice or intent with the second party. The agencies agree to abide by all local, state and federal laws as they relate to the privacy and security of personnel and criminal justice records and all regulations relative to non-discrimination practices concerning political affiliation, religion, race, color, sex, physical handicaps, age or national origin.

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

DATE: _____

Signed, sealed and delivered as to agency,

**CITY OF FAYETTEVILLE POLICE
DEPARTMENT**

BY: _____
STEVEN D. HEATON,
Chief of Police

CITY OF FAYETTEVILLE, GEORGIA

BY: _____
GREG CLIFTON,
Mayor

ATTEST: _____
CITY CLERK
(SEAL)

DATE: _____

Signed, sealed and delivered as to agency,

**CITY OF PEACHTREE CITY POLICE
DEPARTMENT**

BY: _____
H.C. "SKIP" CLARK, II,
Chief of Police

**CITY OF PEACHTREE CITY,
GEORGIA**

BY: _____
DONNIE O. HADDIX,
Mayor

ATTEST: _____
CITY CLERK
(SEAL)

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 

FROM: Public Information Officer/City Clerk 

DATE: January 13, 2012

SUBJECT: Ordinance Amendment – Alcoholic Beverage Handling Permit
January 19, 2012, City Council Meeting

Recommendation:

That Council adopt the amendment to the Alcohol Ordinance.

Discussion:

This is a housekeeping item to help with enforcement of the ordinance.

Peachtree City's Alcoholic Beverage Ordinance requires all employees who serve, sell, take orders for, or deliver alcohol to obtain an annual Alcoholic Beverage Handling Permit. The ordinance also requires establishments with Alcohol Licenses to ensure that their employees meet this requirement.

The attached amendment will help to clarify the requirement for establishments in making sure employees maintain current permits and will assist in prosecution of cases in which servers have had their permits revoked and the establishment has not verified that the required permit remained in effect.

Budget Impact:

This item should have no budgetary impact.

ORDINANCE NUMBER _____

AN ORDINANCE TO AMEND CHAPTER SIX, ALCOHOLIC BEVERAGES, OF THE PEACHTREE CITY CODE OF ORDINANCES, AS AMENDED, BE FURTHER AMENDED TO PROVIDE FOR ALCOHOLIC BEVERAGE HANDLING PERMITS; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

Section 1. Chapter Six, Article III, Section 6-127, of the Alcoholic Beverage Ordinance, as amended, be further amended as follows:

Sec. 6-127. - Alcoholic beverage handling permits.

(b) It shall be unlawful for any licensed establishment to hire any person, or to permit any person to work or assist in any capacity to sell, serve, deliver, dispense or take orders for alcoholic beverages until such person has procured and maintains a current, valid city alcoholic beverage handling permit or have a valid servers permit issued from another law enforcement jurisdiction within Fayette County.

Deleted: a _____

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 on December 1, 2011.

This _____ day of _____ 2011.

Don Haddix, Mayor

Attest: _____
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager
Financial Services Director *PS*
Assistant Financial Services Director *J*
Purchasing Agent *aw*

FROM: Public Services Director *[Signature]*

DATE: January 12, 2012

SUBJECT: Annual Contract for Tree Removal Services
January 19, 2012 Council Meeting

Recommendation:

Staff recommends that City Council award the bid for Tree Removal Services to Valley Crest Tree Care Services for the budgeted annual cost not to exceed \$45,000.

Discussion:

The purpose of this contract is to remove diseased and dangerous trees from ROW'S, Greenbelt areas, and Cart paths. The contractor will also be available in Emergency situations to assist in the removal of fallen trees due to high winds and storms. Although many various costs were requested based on possible service needs, the bids were evaluated based on the regular hour bid. This is due to historical data showing these services make up 95 % of the work required.

Company	Amount
Valley Crest	\$ 49.00
White Meadows Tree Svc	\$ 50.00
Rhino Services	\$ 55.50
America Grading	\$ 56.00
Downey Trees Inc.	\$ 75.00
King Tree Experts, Inc.	\$ 75.00
Stuart Fitzhugh	\$ 85.00
Pinnacle International Inc.	\$ 150.00
F.A. Bartlett Tree Experts	\$ 166.66

Based on the bid amounts Staff recommends Council approved the award of this contract to Valley Crest for an annual not to exceed \$45,000

Budget Impact:

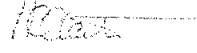
If approved by City Council, funds not to exceed the annual budgeted amount of \$45,000 will be dispersed from account 100-4100-521245.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: Jim Pennington, City Manager 
Paul Salvatore, Financial Services Director 
Janet Camburn, Assistant Financial Services Director 
Angela Egan, Purchasing Agent 

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

DATE: January 12th, 2012

SUBJECT: Police Vehicle aftermarket accessories purchase
January 19th, 2012, City Council Meeting

Recommendation:

Staff recommends the awarding of the bid for the purchase and installation of the aftermarket accessories for the Chevy Caprice PPV vehicles to Trans Comm Services for the bid price of \$125,388.00.

Discussion:

Bid packages were mailed to a number of aftermarket police vehicle outfitters. Bids were received from three (3) aftermarket installers. These prices reflect the lowest bid by each vendor.

Chevy Caprice aftermarket accessory bids:

Business:	Price per Vehicle:	Extended Price (9):
Trans Comm Services (conforming)	\$13,932.00	\$125,388.00
Trans Comm Services (alternate equipment)	\$13,269.00	\$119,421.00
Dana Safety Supply	\$14,205.98	\$127,853.82
Adamson industries	\$15,295.00	\$137,655.00

The bid prices do not include the purchase of the radios, video cameras, or vehicle graphics. The radios, video cameras, and graphics would be purchased separately and supplied to Trans Comm for installation.

The accessories are necessary to equip the newly purchased replacement Chevy Caprice vehicles. The older equipment in the decommissioned vehicles is between nine (9) and thirteen (13) years old and is either incompatible with the Chevrolet or has exceeded its useful life and may no longer be supported by the manufacturer.

The lower bid price for the alternate equipment offered by Trans Comm was rejected, as it included an equipment console and laptop mount that the department has used in the past and has determined did not meet the needs of the department.

Budget Impact:

The 2012 PIP budget for the nine (9) replacement patrol vehicles is \$445,500.00. The balance after the purchase of the vehicles and the aftermarket accessories (bid amount) will be \$80,215.00. This balance will be used to purchase the graphics, Motorola radios and Coban digital cameras.

2012 PIP Budget		\$445,500.00
2012 Chevy Caprice	actual	-\$239,897.00
After market accessories***	actual	-\$125,388.00
Balance after purchase of vehicles		\$ 80,215.00
Graphics	quote	-\$ 5,300.00
Motorola Radios	quote	-\$ 28,295.19
Coban digital cameras	quote	-\$ 46,530.00
		\$ 89.81

← correct.
Does NOT
include
trade-ins.
AZ.

***emergency lighting, sirens, prisoner cages, equipment & consoles, radars, gun mounts, push bumper.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council Members

VIA: City Manager 

FROM: Financial Services Director P.S.
Assistant Financial Services Director 
Purchasing Agent 

DATE: January 10, 2012

SUBJECT: Consider Natural Gas Provider
January 19, 2012

Recommendation:

Staff recommends that the City enter into a one year agreement with Coweta-Fayette EMC (C-F EMC) to provide natural gas to City facilities effective April 1, 2012 thru March 31, 2013.

Discussion:

Recently the City was contacted by C-F EMC. They have offered the City a fixed rate for the months of April 2011 through March 2012 at a price of \$0.44 per therm. This rate will represent a cost savings of about \$4,950.00 for the City during this time. (They are able to offer this special price to the City because they purchased and stored gas at a lower rate.) This will be a savings of nearly \$0.05 per therm over last year.

Prior to FY2009, the City issued invitation for bids for Natural Gas during the second quarter of the calendar year due to the simple fact that this was when the annual agreement ended. C-F EMC approached the City with the suggestion to lock in rates during quarter one. Based on historical records, the second quarter pricing has been more than first quarter pricing. Pricing was locked in at \$0.53 last year which was a significant savings over the low bid cost per therm awarded the previous year. In addition, during previous years, C-F EMC has been willing to lock in a rate at the time of bid. Their locked in bid amount was less than other firms' amount and in addition, the other vendors were unable to lock in a cost until notification of award has been made. Meaning, their "bid price" was subject to increase. Fortunately, C-F EMC always had the lowest bid cost so staff was never asked to consider a vendor whose price would be confirmed the day after award. Records show C-F EMC has been the City's provider for at least the last eight (8) years.

In addition, when considering and reviewing costs, not only is the cost per therm relevant but the cost for DDDC Monthly Capacity Charge must also be considered. C-F EMC has consistently

offered the City a DDDC Monthly Capacity Charge at about 15% less than any other natural gas supplier. It is the combination of both their cost per therm and this other charge that have resulted in their pricing being lowest.

In previous years, C-F EMC has provided the following rates:

2011	\$0.053
2010	\$0.05797
2009	\$0.6377
2008	\$1.305
2007	\$0.975
2006	\$1.122

Budget

Natural gas prices fluctuate. Locking in now will allow the City to budget based on a known cost per unit. Staff does not anticipate increases in consumption; based upon current usage, there should be an approximate savings of \$5,000.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager

FROM: Public Information Officer/City Clerk

DATE: December 13, 2012

SUBJECT: Citizen Request to Address Council – Mrs. Inge Guha-Biswas
January 19, 2012, City Council Meeting

Mrs. Inge Guha-Biswas has requested to be added to the agenda to address Council about the changes at The Gathering Place. Her email is attached.

From: satyengb@comcast.net [satyengb@comcast.net]
Sent: Friday, January 13, 2012 3:13 PM
To: Betsy Tyler
Subject: Re: January 19 City Council Meeting

Dear Mr. Mayor and Council

We were informed by Fayetteville Senior Services in the December meeting at the Gathering Place, where, - did I miss them? - no Council member or our mayor were present that Council has contracted them to take over the Seniors of Peachtree City, our facilities and manage our activities. According to Meeting minutes, the council approved this in the November meeting without any input from Peachtree City seniors. It seems we seniors were unaware of the Council's intent to sell us out to Fayetteville.

Because we had autonomy as a city and a Gathering Place where **Seniors helped Seniors** we achieved "best place to retire" status. Many of us came for that, are active volunteers and are, like we, unwilling or unable to benefit from the extended facilities in Fayetteville because it is a 1 hour drive back and forth.

I volunteer for Meals on Wheels. My husband liked the exercise room in Fayetteville Senior Center, paid his \$25 membership plus the \$10 here. He abandoned Fayetteville because of the drive. It seems to me that the \$25 from Peachtree City membership will greatly help Fayetteville but we here will not benefit. Fayetteville busses in seniors from homes and churches, but I doubt that Peachtree City seniors will be willing to spend 1 hour on a bus for recreational pleasures.

I question why our City Council did not protect our autonomy. Do we not pay higher taxes than Fayetteville and surrounding areas for the privileges we have here which included our Gathering Place. It was free for Peachtree City residents until in a meeting the Mayor and Council convinced us that we needed memberships with tags for \$10 annually. We requested often an expansion and I for one cannot see that "outsourcing" will be good for the City finances or in the interest of her Seniors. Incorporating the recreation building could be done without outside involvement.

Senior Services is a non profit organization, but we will from now on pay for the salaries of its 13 full-time and 14 part time employees (more to be hired) and, our volunteer hours will add to money allotments, our memberships of \$25 will go into the big pot. Correct me if I am wrong. Our City will still pay for the recreational building renovation and the Gathering place. A bistro with food brought in did not serve the various activity groups, it was tried. The Gathering Place as a Meal on Wheels distribution center would be nice for the volunteers, and according to Meals on Wheels out of 15 daily routes only 5 go to Peachtree City residents, of the 6 weekly, 3 go to Peachtree City.

In the total takeover it is regretful that our City council has taken it upon themselves to decide what is good for her Seniors without consulting or informing her Seniors. Communistic governments "take care of people" like that. Promises of how much better it will be for us here cannot be kept because of the limitation of our facilities. Concrete plans what will happen to the Gathering Place and our existing programs have not been revealed, or do not exist. For 17 years the lunch group is running and organized by volunteers, the bridge groups, the Golden Ks, the exercise group and seniors organized and volunteered for special events. Now what? Has it occurred to the City to honor these dedicated people?

I suggest, as I did at the meeting, that Peachtree City Seniors are given the option of \$10 membership fee for our Gathering Place limited activities, those wanting and able to enjoy Fayetteville buy the \$25 membership. The seniors at the Meeting in December did not express

delight, but anger, and I suggest a meeting with Council for all involved volunteers here to express their wishes and concerns, simply because happily involved people make a good community.

----- On the tree subject, I am pleased with the requirement of two trees at least on every lot, how will you enforce it? The tree damage phobia has left many front and back yards empty and the thought that mine and my neighbors trees protect our total environment may not have hit yet. The FAQ seems a good idea. I thank Council for repeatedly addressing the tree issue.

Inge Guha-Biswas