CITY COUNCIL

Kim Learnard, Mayor
Clinton Holland, Mayor Pro Tem | Laura Johnson, Post 1
Suzanne Brown, Post 2 | Frank Destadio, Post 4

SCAN FOR AGENDA PACKET

Regular Meeting Agenda
February 13, 2025 | 6:30 PM
City Hall

1. **Call to Order**

2. **Pledge of Allegiance and Moment of Silence**

3. **Presentation**
   A. Building Brains from the Beginning (Julie Turner, Dr. Janet Gerard)

4. **Announcements, Awards, Special Recognition**

5. **Public Comment**

6. **Agenda Changes**

7. **Minutes**
   A. January 16, 2025 City Council Meeting Minutes
   B. January 16, 2025 Executive Session Minutes

8. **Consent Agenda**
   A. 2024 Georgia Municipal Association (GMA) Safety Grant and Liability Management Grant
   B. Renew "Trap Neuter Vaccinate and Return Program" (TNVR) with Fayette Humane Society
   C. Renew Environmental Systems Research Institute, Inc. (Esri) contract
   D. 2025 Municipal Elections IGA
   E. Public Safety Answering Point Feasibility Study
   F. Purchase of radios for Police SRO vehicles
   G. Agreement for ADA Consultant and FY2025 Budget Amendment
   H. Appointment of members to the Recreation Advisory Group

9. **Old Agenda Items**

10. **New Agenda Items**

11. **Public Hearings**
   A. ~~Sign Variance request for 1209 N Peachtree Parkway, Target (Lora Hooks)~~Withdrawn by Applicant

This agenda is subject to change at any time up to 24 hours prior to the scheduled meeting.
This meeting will be held in the Frances Meaders Council Chambers at City Hall.

12. Council/Staff Topics

13. Executive Session

14. Adjourn

It is the policy of the City of Peachtree City that all city-sponsored public meetings and events are accessible to people with disabilities and are in compliance with Title VI of the Civil Rights Act of 1964. If you need assistance in participating in this meeting or event due to a disability as defined under the ADA or need assistance per Title VI, please contact the City's Title VI and ADA Coordinator, Dr. Teaa Allston-Bing at (770) 632-4276 or e-mail tallston-bing@peachtree-city.org at least three (3) business days before the scheduled meeting or event to request an accommodation.

Building Brains from the Beginning

A Cross-section Community Initiative

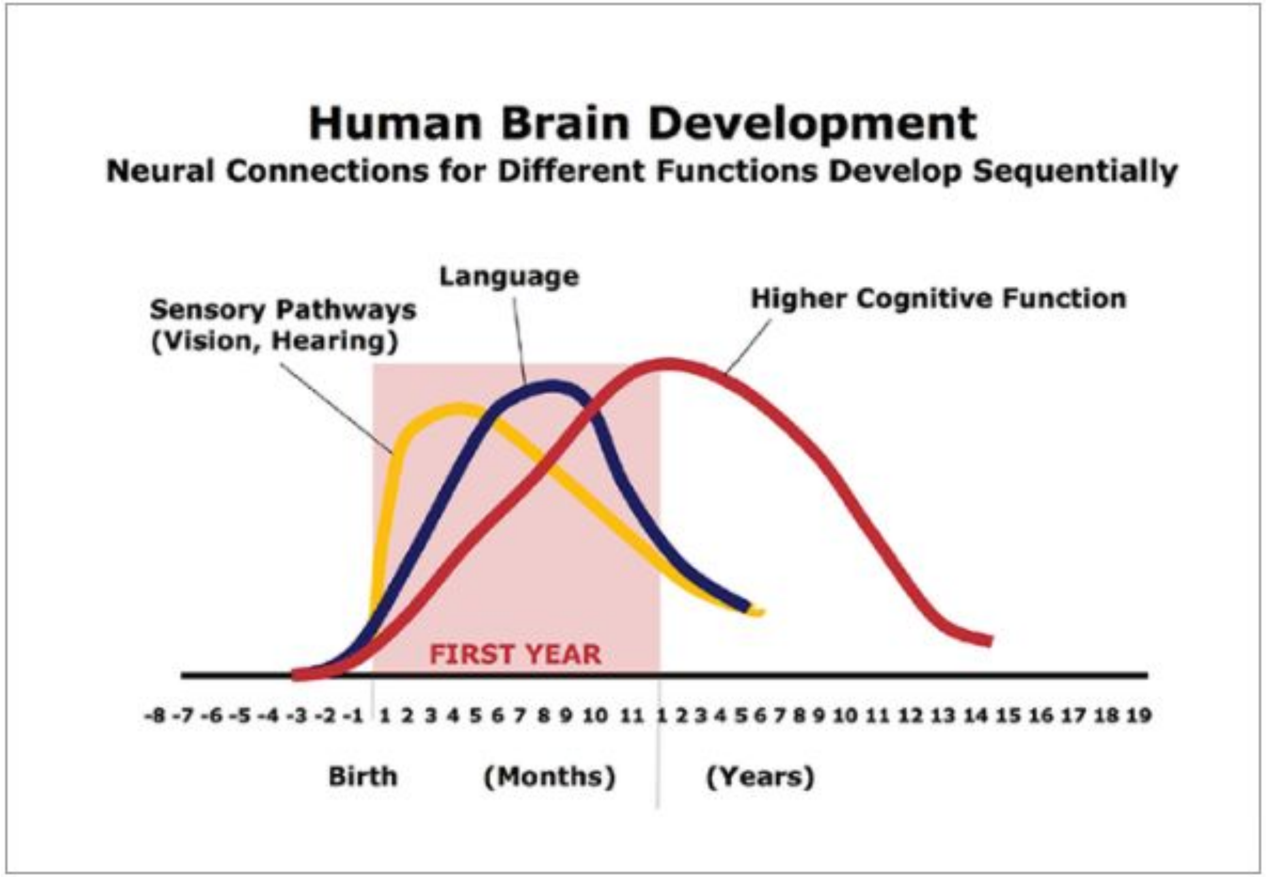
Presented to the Peachtree City City Council
January 16, 2025

Building Brains
from the Beginning

The Why

Fayette County's children should thrive!

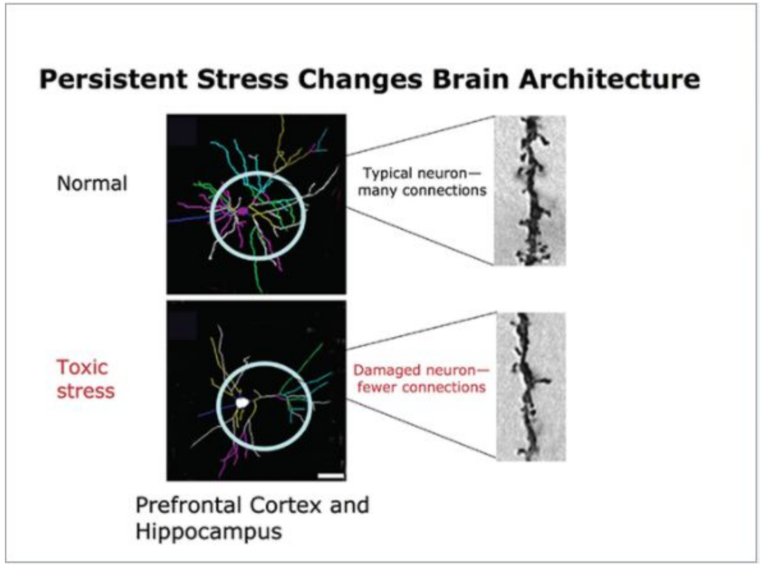
Brains are built over time.



Source: https://developingchild.harvard.edu/

Essential Scientific Findings

- Genetics and experiences shape the developing mind.
- The brain is most flexible or “plastic” in the earliest years of a person’s life.
- Cognitive, emotional, and social development is highly interrelated.
- Positive stress vs. toxic stress



Source: https://developingchild.harvard.edu/

The Role of Social Engagement

- From a neuroscience perspective, social interactions stimulate hormones that stimulate brain development.
- Positive social interactions

Better brain development

⇩

Better language development

⇩

Better social/emotional development

⇩

Better academic performance

Source: Emily Rubin, Communications Crossroads

The Role of Language

- Language is crucial for comprehension and communication.
- Language development relies upon social interaction.
- Language is learned by other people modeling the use of words.
- Children develop receptive language before they develop expressive language.
- Lack of language impacts cognitive, social, and emotional development.
  - Cannot communicate what is understood or what is confusing
  - Cannot communicate one’s feelings
  - Impedes social interaction
- When one cannot express oneself with words, emotions are expressed as behaviors, depending on one’s level of emotional regulation.

What We See

- Devices interrupt important social interactions between children and parents/caregivers
- Impact on Development
  - Less language development
  - Delayed social emotional development
  - Lack of self regulation
  - Lower kindergarten readiness

The What

Building Brains from the Beginning

- Cross-sector community initiative
- Working group
  - Fayette County educators, Fayette FACTOR, Piedmont Hospital, early learning leaders, family medicine physician, community advocates
- **Vision:** Children in Fayette County will enter kindergarten prepared to succeed.
- **Mission:** To support high quality early learning and healthy development for the community's youngest children

The 3Ts: Tune In, Talk More, Take Turns

- Strategies for parents and caregivers that foster engagement with young children
- Based on the Thirty Million Words Project at the University of Chicago
- Free resources for parents and early learning educators

Building Better Brains for Fayette - Community Collaboration
Quality Early Learning Programs
Parks & Recreation Programs
Library Programs
Smart Start
1
Quality experiences for young children
2
Community awareness about the needs of young children and their families and caregivers
3
Health and well being of young children and their families and caregivers
4
Coordination of community resources that support young children and their families and caregivers
Community Collaboration for Young Children and their Families and Caregivers
DFCS
WIC
Southern Crescent Technical College (SCTC), Clayton State University (CSU)
Food Banks
Department of Public Health
County Wide Public Awareness and Advocacy Campaign
Community Conversations and Parent Townhalls
Fayette FACTOR
Business and Industry Family Friendly Policies
Obstetricians and Pediatricians
Mental Health Support & Social Emotional Trainers for Parents & Caregivers

The How

Building Brains from the Beginning

- **BuildingBrains.org** for communication and sharing resources
- Strategic planning
- Sharing **The 3Ts** strategies across our community
- Partnerships that help to disseminate information
- Funding

How can the City Council help?

- Share information regarding the **Building Brains from the Beginning** initiative, **BuildingBrains.org**, and **The 3Ts**.
- Let us know how we can help you spread the word.

City Council of Peachtree City
Meeting Minutes
Thursday, January 16, 2025
6:30 PM

Call to Order

The Mayor and Council of Peachtree City met in regular session on Thursday, January 16, 2025. Mayor Kim Learnard called the meeting to order at 6:30 p.m. Council members attending: Laura Johnson, Suzanne Brown, and Frank Destadio. Council Member Clinton Holland was out due to a family emergency.

Pledge of Allegiance and Moment of Silence

State of the City Address

The Mayor presented her annual State of the City address, saying 2024 was a year of progress, but also a time to reflect on how far the City had come during its 65-year history. She noted that Peachtree City had managed its revenues well, with more than $30 million in its reserve fund. They had lowered the millage rate this year and increased the property tax exemption for more lower income seniors. She said Peachtree City supported opting in on House Bill 581, which capped property assessments for homesteaders, but she did not support a proposed new sales tax, commenting that government should reduce spending to compensate for the lessened revenue.

Traffic was a perennial issue, and the Georgia Department of Transportation's (GDOT) project to improve traffic flow at the SR 54/74 intersection was expected to be complete in 2026. Other projects in the works included a roundabout at Crosstown Road and Peachtree Parkway, improvements along Huddleston Road, and path network expansion.

The past year was notable for the number of expansions of existing industries and the filling of some long-empty retail spaces. Peachtree City was now home to Southern Technical College and Clayton State University, which were providing a variety of training programs and college courses.

Learnard mentioned the completion of the new Recreation Master Plan, which proposed projects for the next several decades. In 2024, many existing facilities were upgraded and the City took over operation of the Tennis Center. A new Recreation Advisory Group was being formed.

Peachtree City remained one of Georgia's safest cities, with a decrease in part one crimes over the past year and an expansion of investigation into online scamming. The City purchased property that would enable them to establish a public safety training space, emergency operations, and a real-time crime center. The Fire Department was awarded ISO Class One status again.

The library celebrated its 50th year with several events, and the Planning Department saw two years of work come to fruition when Council adopted an ordinance to regulate short-term rentals. The Planning Commission was now working on a unified development ordinance. The Mayor also commended the Convention and Visitors Bureau for its work, both in increasing tourism and in planning events, such as Hops 'n' Props.

Citizen engagement was vital, Learnard continued, pointing to the PTC 101 program, which acquainted residents with City operations, several town halls, and also the Slice of the City meetings that had been held in each village over the past year.

She mentioned the appointment of Justin Strickland as City Manager and the hiring of Chris Hobby as Assistant City Manager. The summer internship program was a success, Learnard said, and videos from the Communications staff had garnered a number of awards.

The Mayor concluded by pointing out that Peachtree City was fortunate to still have many of its founding residents living in the community. She said the City had the leadership, facilities, and involved citizenry to enable them to continue their success for the next 65 years and beyond.

Announcements, Awards, Special Recognition

None

Public Comment

Lloyd Smith, president of the Fayette-Peachtree City Pickleball Club urged Council to adopt the recreation master plan and get to work on implementing its recommendations for a pickleball facility. He said they were having to turn down young people who wanted training because of a lack of facilities.

Sue Reed also urged them to adopt the plan because of pickleball and wondered when the projects would be implemented.

Keith Larson said Council should be aware of a 2,000-home project that would be going up in Coweta County on the western shore of Lake McIntosh and also of a project near Senoia with 800 homes. These developments were estimated to generate 50,000 new vehicle trips each day, and many of those would be to or through Peachtree City. He mentioned a GDOT proposal to widen SR 54 to handle with this.

Blake Hayes commended the Public Works Department for replacing signs and removing downed trees. He remarked that there were still issues that needed to be addressed, such as missing signs and policy decisions, including adding flashing lights in school zone areas.

Agenda Changes

Minutes

Johnson moved to approve the December 19, 2024, City Council meeting minutes, the

December 19, 2024, Executive Session minutes, and the January 2, 2025 City Council Work Session minutes.

A. December 19, 2024 City Council Meeting Minutes
APPROVED 4-0

B. December 19, 2024 Executive Session Minutes
APPROVED 4-0

C. January 2, 2025 City Council Work Session Minutes
APPROVED 4-0

<u>Consent Agenda</u>

Johnson moved to approve Consent agenda items A through G. Brown seconded. Motion carried unanimously.

A. FY2025 Budget Amendment - Pension Trust Interest
APPROVED 4-0

B. Recommendation for Benefits Broker
APPROVED 4-0

C. Ordinance # 1233 Transportation Advisory Group Update
APPROVED 4-0

D. Ordinance #1234 Discharging Bows Update
APPROVED 4-0

E. Resolution #01162024-CA-B Call for 2025 Municipal Election for Mayor, Post 3, and Post 4 and Setting of Qualifying Fees
APPROVED 4-0

F. Resolution #01162025-CA-C Indemnification of Public Officials
APPROVED 4-0

G. Legal Organ - Fayette County News
APPROVED 4-0

<u>Old Agenda Items</u>

A. 01-25-01 Recreation Master Plan Adoption

Strickland began with a timeline, showing that the request for proposal (RFP) for the plan went out in May 2023, with the contract awarded to CPL. CPL began a process of citizen surveys, community outreach, and meetings. A draft of the plan was presented to Council in October. Their feedback was incorporated, and the final draft was sent back to them in December.

While there were a number of maintenance-type things that could be done with little expense, Council would need to prioritize larger projects, Strickland commented. The new Recreation Advisory Group would need to be involved, as would the sports associations and private partnerships.

Strickland deemed several projects “really big,” such as the remaking of Braelinn Park to include a soccer/cricket area. There was a proposal for a pickleball facility on Rockaway Road, and many recommendations for the nearby Meade Fields, including a natatorium and a nature area. At Pebblepocket, the plan recommended a splash pad, playground, and trails. Suggested improvements at Battery Way could be restrooms and a play area, along with electric charging stations for carts. The 2023 Special Purpose Local Option Sales Tax (SPLOST) included funding for renovations on Kelly Drive, and the plan mentioned space for the Farmers Market, a veterans’ plaza, and a small amphitheater.

There were more than 30 projects in the plan, and many had no funding sources identified. CPL had suggested they renegotiate fees with the County, eliminate the athletic field lighting fees, and update rental and program rates. The plan also recommended continuing SPLOST funding for major capital projects. It called for the addition of some new positions in the Recreation Department. Another big recommendation was to continue to preserve green space and also to continue regular maintenance and upgrades of facilities.

Strickland stressed that this was a planning document. Everything in it might not be accomplished, and it would take many years to complete what they did decide to do. They had to deal with funding, feasibility, and the limited amount of staff time available. The biggest issue for staff was to find out what Council and the citizens wanted to see done first.

Johnson moved to adopt the Recreation Master Plan. Destadio seconded, adding they should now pay CPL for their services.

Brown said the motion should be to accept the plan and pay CPL for their contractual services. Learnard asked if she was worried CPL would not get paid? Brown said no; her objection was that the motion should say they “accepted” the plan, not “adopted” it. Was there a difference? City Attorney Ted Meeker said accepting meant they had received the package from CPL and could move forward with payment; adopting meant they were adopting what was in the plan. Brown said they were not adopting the plan, but Learnard replied that they were, and the payment terms were in the contract. It was the City Manager’s responsibility to pay CPL. She said they were adopting what was in the plan, although they knew not everything would come to fruition. She asked Brown if there was content she wanted to discuss before the vote.

Johnson said they postponed adopting this from last month, and she felt all the issues had been ironed out. Brown said she wanted to change the word “accept” to “adopt.” Destadio said he was fine with the way it was written but wanted to ensure everyone understood they were not adopting what was proposed in the plan, just the overall plan itself.

The Mayor said Council could discuss priorities during the Council retreat in February. She called for the vote, and the motion to adopt the plan passed unanimously.

New Agenda Items

Public Hearings

A. 01-25-02 Variance Request from rear setback, 102 Flintlock Court

Senior Planner Lora Hooks showed the property at the corner of Flintlock Court and Fieldstone Lane and explained that Code Enforcement discovered a shed was being built without a permit and issued a stop-work order. When the permit application came in, she continued, it was discovered that the shed was in the rear setback, as was a deck constructed by a previous owner without a permit.

The applicant was requesting a variance from the 30-foot rear yard setback in order to encroach 12.2 feet to allow the construction of the shed. A variance for a 6.2-foot encroachment was also needed for the deck to bring the property into zoning compliance. If Council approved the variance, staff recommended that the color scheme of the shed blend with the colors of the primary structure or be earth tones.

She noted that the Ordinance required Council to consider six factors when making a decision on a variance, and all factors must be met. These said that special circumstances regarding the property that precluded other options and also that the variance must not be a detriment to surrounding properties.

Applicant David Hart provided a justification narrative, a site survey, and letters of consent from neighboring property owners. He told Council this shed would be a pool house and that he did not realize he needed a permit because he read on the City website that a permit was not required for a movable structure. However, this was over the size limit, so a permit was necessary. Hart explained that he chose the location because of water flow on the property. It could be moved to another location, but this was the best site.

The Mayor opened the public hearing. No one wished to speak either in favor or in opposition, and she closed the hearing.

Learnard asked if there was a problem with the pool being in the setback, and Hooks said there was not; that was permitted. Brown asked if the pool was properly fenced. Hart said it was, and the fence went around the shed.

The Mayor then asked if the owners of 100 Fieldstone Lane, which was directly behind Hart's house, would be providing a letter of consent? Hart said a house on

Longer Drive backed up to the shed. Hooks indicated the lot he was talking about and indicated which lots provided letters. Learnard asked again if there was a letter from 100 Fieldstone. Hooks said there was.

How much work had been done on the shed when the stop-work order was issued? Brown asked, and Hooks showed a photo taken that day. However, Brown said work had continued since then.

Johnson asked if it was correct that movable structures of a certain size were allowed without a permit and, if so, how much larger than that was this structure? Hooks said movable did not matter; the length of the rear property line was taken into account, and a shed of 100 square feet would be the maximum allowed without a permit. This structure was 220 square feet.

Johnson also asked about work after the stop-work order, and Hart stated they had installed doors and gutters after it was issued.

The letters of support that were presented were confusing, Learnard remarked, and she could not tell who had signed the one that was marked as 100 Fieldstone Lane. Hooks explained that Hart had written to the neighbors and asked them to sign. The owners of 100 Fieldstone Lane said they wanted to talk to a lawyer and their real estate agent, Hart said. Council then discussed if the signature on the letter was from the owner of the property.

Learnard said she felt unprepared to make a good decision and wanted to know if they had the consent of all the neighbors.

Brown said it was difficult to believe that a homeowner in Peachtree City would believe they did not need a building permit for a large shed. Granting this variance would just reinforce the idea that it was okay to build without a permit or continue after a stop-work order. She thought they should deny the application and instruct the homeowner to remove the shed.

Destadio said he, too, found it impossible to believe the homeowner did not know he needed a permit.

Johnson noted that this variance was two-fold, and they had not discussed the deck. Could they approve the deck and not the shed? Meeker said they could, and Johnson said the deck did not encroach as much as the shed and also noted it was built by a previous owner. She would be inclined to approve the deck, but not the shed.

If they did that, Learnard asked Meeker, what would be the owner’s next step for the shed? Meeker said it depended on Council’s action. They could approve the deck, but not the shed. Learnard said she would like to give Hart more time regarding the shed. Brown disagreed and was especially concerned about the ambiguity of the letter from 100 Fieldstone Lane. However, she said she could vote that the deck remain since it was built by a previous owner.

Brown moved to deny the variance request for the shed and approve the request for the deck. Destadio seconded.

Johnson asked how Hart obtained the permission slip from 100 Fieldstone? He said he wrote a consent letter and took it to all the neighbors. The owners of 100 Fieldstone had questions about their property value and did not sign. Johnson asked how it was then that he had submitted a signed document from 100 Fieldstone, and Hart said he had not; he had submitted documents from other properties. Johnson said there was one signed from 100 Fieldstone Lane, but after further discussion, she concluded someone had written the wrong address on this letter.

Learnard called for the vote, and Brown's motion carried unanimously.

<u>Council/Staff Topics</u>

A. Upcoming Emergency Stormwater Projects

City Engineer Dave Borkowski said they had planned to address several much-needed projects through a bond after the storm water rate study was complete and would be coming to Council soon with the results of that study.

However, he continued, three of those projects had elevated to more urgent status. There was a detention pond failure at 27 Parkgate and pipe collapses at 114 Braelinn Court and 214 Southwick. He showed maps to locate these areas and photos showing the area and the condition of the pipes. On Parkgate, there was a pipe failure through the dam. At Braelinn Court, a pipe collapse had caused a sinkhole within a few feet of the foundation of a home. There was another sinkhole on Southwick.

They were working on preliminary designs and geotech studies to address this, and, because of the urgency, had decided to skip the bid process and just get quotes for the Parkgate and Braelinn projects. The Southwick project was in design. They had two quotes on Parkgate, with the lowest being $313,140. They only received one for the Braelinn Court project, and it was $45,624. Funding would come from the stormwater utility, which had $600,000 budgeted each year for pipe lining and replacement. Borkowski noted they were issuing an RFP for on-call stormwater contractors, which would enable them to get someone out at short notice to assess these emergency issues.

Destadio asked how long this had been going on, and Borkowski said they began working on the design and bidding process when the problems were discovered a few months ago, but it quickly became more of a critical situation.

What did an on-call stormwater resource company do? Learnard asked. Borkowski said they would assess the problem and give them a price to do all the work. The goal was to get three on-call contractors on call, so they would have three quotes.

Meeker asked if the homes would be damaged if the dam breached, and Borkowski said they would. Meeker said this situation, and the proximity of homes to Braelinn site, would qualify these projects under the public works bidding law, but Borkowski should justify why they were not going through the normal bidding process. They were not asking to proceed with the Southwick project. This should be written up for Council to vote on during the next work session, Meeker stated.

How old were these pipes? Johnson asked. They had been in the ground since the ‘80s or ‘90s, Borkowski said. She asked if the age of the pipes determined how the replacement budget was allotted, and Borkowski said they looked at pipes in different sections of the city and decided based on condition. He told Destadio these were not suitable for pipe lining.

Meeker said the public works bidding law did not apply to expenditures under $100,000, but Borkowski still should write it up for Council.

B. Council Member Clint Holland & Family

Brown said Holland’s mother-in-law was not expected to live through the night and asked everyone for their prayers for the family.

C. Deer Thinning

Brown commented that she had been monitoring comments about deer hunting on social media and urged citizens to view the Department of Natural Resources presentation to City Council. She observed that deer ate seedlings and could impact future tree coverage. Also, there were photos of coyotes in Peachtree City on Facebook, and she noted that coyote hunting was allowed during extended archery season.

D. Cameras at entry points

Brown said she and Holland questioned the need for cameras at any other entry points into the city other than at the Crabapple gate. Could that be on a future agenda? They saw no reason for expenditures on cameras at other sites.

Learnard said the rationale was to get counts at three locations in order to have a basis for comparison. The decision to do so was unanimous, and she thought they would get some good data. Brown said she did not think data from other areas would be comparable.

Destadio asked about the cost of camera coverage. Strickland said it worked out to about $3,330 for each camera and monitoring for one year through the Flock system that the Police Department used. The motion that was approved said there would be cameras at two locations determined by staff, and Strickland, Assistant

City Manager Chris Hobby, Assistant Police Chief Matt Myers and Lt. Brad Williams decided on the sites. One was at Maple Shade, which Strickland said was comparable to Crabapple because it was in Tyrone and was a neighborhood road. On the south side, the camera would be at The Preserve because carts had to drive on a neighborhood road to connect to the Peachtree City path. Destadio said that seemed like a wise decision.

Johnson stated she would feel more comfortable making a future decision if she had data on how many golf carts were coming in at different locations. She did not think they needed to continue this monitoring in the future, except at Crabapple, where additional development was planned. Destadio said he agreed and would rather have too much data than not enough.

E. Adding items onto the agenda

When the agenda was posted the previous week, Brown said there was a presentation listed called “Building Brains from the Beginning.” She, Destadio, and Holland agreed that it should be removed from the agenda, and the agenda was amended to remove it. Ordinance 1218 said “City staff with approval from the city manager may request to have an item placed on the agenda by filing such request in writing with the city clerk prior to noon on the Thursday preceding the council meeting. The Mayor or any Council Member may introduce an item in accordance with sec. 2-36(i), under Council and Staff Topics. Consensus must be reached in a public meeting, by the Mayor and Council, to determine if further investigation and research into the matter is warranted prior to bringing the item back for an official action at a subsequent meeting. Such items may not be placed or discussed on the agenda if council has already decided the issue within 180 days.”

Ordinance 1218 was last amended in April 2024 in a 3-2 vote with Brown and Holland voting no, Brown stated. She said she asked the City Manager to provide her with a copy of the written request from city staff to place the item on the agenda, and the response showed that Learnard requested the item by placed on the agenda. It was not mentioned in the Council/Staff Topics on January 2 or at any prior meeting as the ordinance required. Brown said it appeared there was a two-tiered system that created dissention among Council by allowing some people to bypass the Council/Staff Topic process.

Learnard suggested they put these questions about process on the retreat agenda. Destadio agreed.

F. Building Brains from the Beginning presentation

Johnson agreed the process would be good to discuss at the retreat, but the presentation was important and came from the Board of Education. Brown said it did not come from the BOE. Learnard said she had not seen it, but knew it was presented by a retired Fayette County educator. It dealt with the growing number of kindergartners who were unprepared to start school and explored how the community could support these children.

Destadio said he and Holland did not object to the subject, just how it got on the agenda. Brown said the presentation was on the Fayette County Board of Education's website for the September 9, 2024, meeting.

Johnson recalled that she ran for office on the pledge to represent children and families and could not allow this topic to be passed over. Learnard said that made two votes for the presentation. Destadio said he wanted to see the presentation, but only after they discussed the procedure. Learnard said the three of them could decide now to hear it. Brown said that's how it should have been done to begin with, but Learnard countered that the City Manager also could decide what went on the agenda. Brown said that would be discussed at the retreat.

Destadio agreed that this presentation should be on a future agenda.

G. Acknowledgement of Recreation Department for Hometown Holiday
Johnson commended the Recreation staff for the excellent job they did with the Hometown Holiday celebration.

Executive Session

Brown moved to adjourn to executive session at 8:25 p.m. to discuss the purchase, lease, or sale of real estate. Destadio seconded. Motion carried unanimously.

Brown moved to reconvene in regular session at 8:49 p.m. Johnson seconded. Motion carried unanimously.

Adjourn

There being no further business, Johnson moved to adjourn the meeting. Brown seconded. Motion carried unanimously.

The meeting adjourned at 8:50 p.m.

______________________________ ______________________________

Martha Barksdale, Recording Secretary Kim Learnard, Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO:	Mayor and City Council	
VIA:	Justin Strickland, City Manager	
FROM:	Teaa Allston-Bing, Director - Human Resources & Risk Management	2/7/2025
	Justin Strickland, City Manager	2/7/2025
DATE:	February 13, 2025	
SUBJECT:	2024 Georgia Municipal Association (GMA) Safety Grant and Liability Management Grant	

Recommendation:
Accept the awarded GMA Safety Grant in the amount of $10,000, and the GMA Liability Management Grant in the amount of $10,000.

Discussion:
As a member of GMA's Workers' Compensation Self-Insured Fund (WCSIF), the City of Peachtree City can apply annually for the GMA Safety Grant. This grant aims to provide a financial incentive to assist members in improving their employee safety through the purchase of training, equipment, or services. Our application for this year's grant was to reimburse a portion of the cost of stretchers for the Fire Department. Peachtree City met the required criteria and was awarded a maximum of $10,000.

Additionally, as a member of GMA's property and liability insurance program, the City of Peachtree City is also eligible to apply for the GMA Liability Management Grant annually. The purpose of this grant is to provide a financial incentive to assist members in improving their general public liability loss control efforts through training and the purchase of equipment or services for the Fire Department. Our application for this year's grant was to reimburse the City for a Ram tool. Peachtree City met the required criteria and was awarded the maximum amount of $10,000.

Budget Impact:
There will be no budgetary impact since these funds are budgeted in the City's general fund.

Attachments:
None

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Justin Strickland, City Manager

FROM:

Yasmin Julio, City Clerk/ Director of Executive Services	2/7/2025
Chris Hobby, Assistant City Manager	2/7/2025
Justin Strickland, City Manager	2/7/2025

DATE: February 13, 2025

SUBJECT: Renew "Trap Neuter Vaccinate and Return Program" (TNVR) with Fayette Humane Society

Recommendation:

Approve the attached agreement with Fayette Humane Society, Inc. for trap, neuter, vaccinate, and return services of feral cats on city properties.

Discussion:

As a part of the Service Delivery Strategy between Fayette County and Peachtree City, the County provides Animal Control services within our city limits. The County has adopted a Trap Neuter, Vaccinate, and Return (TNVR) program to help control the feral cat population. Since 2020, the City has held a contract with Fayette Humane Services to provide these services at all city-owned properties.

The current agreement expired on December 31, 2024. In order to continue receiving these services, a new agreement must be executed. The new agreement will expand services to **all** city-owned properties at no cost, not just the previous three locations. Marcia Hendershot, Director of TNVR with the Fayette Humane Society will be at the work session to give information on the program and answer any questions.

Budget Impact:

There are no budget impacts.

Attachments:

1. Fayette Humane Society TNVR 2025

Agreement

This Agreement entered into this 1st day of March 2025 by and between The City of Peachtree City, Georgia, acting by and through the City Council of the City of Peachtree City (hereinafter the "City"), and the Fayette Humane Society, Inc, a Georgia non-profit corporation (hereinafter "FHS").

WITNESSETH:

WHEREAS, FHS has offered to provide Trap-Neuter-Vaccinate-Release ("TNVR") services to the City on properties that are owned by the City; and

WHEREAS, the City finds that the provision of TNVR services is in the best interest of the City and for the maintenance of city property.

NOW THEREFORE, in accordance with the general laws of the State of Georgia, the City Charter of the City of Peachtree City, and the corporate by laws of FHS, the parties hereto do hereby agree as follows:

Article I

1.1 Scope of Work:

FHS shall provide TNVR services to the City at all city-owned properties.

1.2 Stipulations:

FHS shall provide TNVR services in accordance with all applicable federal, state, county, and city statutes, ordinances, rules and regulations at no cost to the city.

Article II

2.01 Responsibility:

FHS agrees to be responsible for, and to indemnify the City against, any and all claims that arise out of FHS' performance of the services set forth in this agreement unless such claims arise out of the negligence or willful misconduct of the City or its employees.

Article III

3.01 Term:

This Agreement begin on March 1, 2025 and shall expire on December 31, 2025; provided, however, that this Agreement shall automatically renew for one (1) year terms, beginning on January 1 and ending on December 31 of each succeeding year, unless either party provides written notice to the other party of its intention to not renew this Agreement, which notice must be received, in writing not less than sixty (60) days prior to the expiration of the then current term of this Agreement.

Article IV

4.01 Changes & Modifications:

This Agreement may be amended, revised, changed or modified only by the mutual written agreement of the parties hereto.

This 20th day of _February, 2025.

City of Peachtree City

By______________________

Mayor

Attest:

____

City Clerk

Fayette Humane Society, Inc.

By______________________

President

Attest:

____

Secretary

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO:	Mayor and City Council	
VIA:	Justin Strickland, City Manager	
FROM:	Madhuri Adapala, GIS Manager	2/7/2025
	Kelly Bush, Financial & Administrative Services Director	2/7/2025
	Justin Strickland, City Manager	2/7/2025
DATE:	February 13, 2025	
SUBJECT:	Renew Environmental Systems Research Institute, Inc. (Esri) contract	

Recommendation:
Approve the renewal of the Small Government Enterprise Agreement (SGEA) with Environmental Systems Research Institute, Inc. (Esri).

Discussion:
Peachtree City has relied on Esri's GIS solutions to support critical municipal functions, including planning, public works, and emergency response. The proposed agreement ensures continued access to the following:

1. Comprehensive GIS software and extensions, including ArcGIS Desktop, ArcGIS Enterprise, and related tools.
2. Online services, user licenses, and service credits essential for daily operations.
3. Training discounts and annual conference registrations for staff development.

The agreement is structured as a three-year term, with an annual fee of $42,200 and an added cost of $325 for use of the the Image Analyst tool, for a total cost of $126,925. This expenditure aligns with our current budget allocations.

Budget Impact:
The total agreement cost of $126,925 is distributed evenly over three years ($42,308 annually). $42,308 is budgeted and available in FY2025 for the current year. The balance of the agreement will need to be budgeted in the respective fiscal years for the duration of the agreement.

Attachments:
1. City of Peachtree City EA Renewal

February 4, 2025

Madhuri Adapala
City of Peachtree City
151 Willow Bend Rd
Peachtree City, GA 30269-3104

Dear Madhuri,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

   "THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

   Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.

3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.

4. Send the purchase order and agreement to the address, email or fax noted below:

   Esri
   Attn: Customer Service SG-EA
   380 New York Street
   Redlands, CA 92373-8100

   e-mail: service@esri.com
   fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Wendy McGuire | Account Manager
Esri | Charlotte, NC 28277 | USA
T 704 541 9810 X8657 | wmcguire@esri.com
THE SCIENCE OF WHERE ®

Quotation # Q-534220

Date: February 4, 2025

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175   CAGE Code: 0AMS3

Customer # 478559   Contract # ENTERPRISE AGREEMENT

City of Peachtree City
Information Technology Dept
151 Willow Bend Rd
Peachtree City, GA 30269-3104

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 10/29/2024 To: 4/27/2025

ATTENTION: Madhuri Adapala
PHONE: 7706323198
EMAIL: madapala@peachtree-city.org

Material	Qty	Term	Unit Price	Total
168178	1	Year 1	$42,200.00	$42,200.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
168178	1	Year 2	$42,200.00	$42,200.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
168178	1	Year 3	$42,200.00	$42,200.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
159070	1		$325.00	$325.00
ArcGIS Image Analyst for ArcGIS Online Creator or Professional User Type Annual Subscription				

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	**Email:**	**Phone:**
Wendy McGuire	wmcguire@esri.com	704-541-9810 x8657

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Quotation # Q-534220

Date: February 4, 2025

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175   CAGE Code: 0AMS3

Customer # 478559   Contract # ENTERPRISE AGREEMENT

City of Peachtree City
Information Technology Dept
151 Willow Bend Rd
Peachtree City, GA 30269-3104

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 10/29/2024 To: 4/27/2025

ATTENTION: Madhuri Adapala
PHONE: 7706323198
EMAIL: madapala@peachtree-city.org

Subtotal:	$126,925.00
Sales Tax:	$0.00
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$126,925.00

Upon acceptance of the offer, the City of Peachtree City agrees to commit to the three-year term. Esri will invoice the City of Peachtree City for the annual fee, in advance, each renewal year. Invoices are to be paid within thirty (30) days of receipt of the invoice.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	**Email:**	**Phone:**
Wendy McGuire	wmcguire@esri.com	704-541-9810 x8657

SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-2)

This Agreement is by and between the organization identified in the Quotation (**"Customer"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**).

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities
Desktop Software and Extensions (Single Use)
ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions
ArcGIS Enterprise (Advanced and Standard)
ArcGIS Monitor
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Additional Capability Servers
ArcGIS Image Server

Developer Tools
ArcGIS Runtime Standard
ArcGIS Runtime Analysis Extension

Limited Quantities
Two (2) ArcGIS CityEngine Single Use Licenses
100 ArcGIS Online Viewers
100 ArcGIS Online Creators
17,500 ArcGIS Online Service Credits
100 ArcGIS Enterprise Creators
3 ArcGIS Insights in ArcGIS Enterprise
3 ArcGIS Insights in ArcGIS Online
10 ArcGIS Location Sharing User Type Extension (Enterprise)
10 ArcGIS Location Sharing User Type Extension (Online)
9 ArcGIS Advanced Editing User Type Extension (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	**3**
Number of Tier 1 Help Desk individuals authorized to call Esri	**3**
Maximum number of sets of backup media, if requested*	**2**
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

____
(Customer)

By: ________________________________
Authorized Signature

Printed Name: ________________________

Title: _______________________________

Date: _______________________________

CUSTOMER CONTACT INFORMATION

Contact: ____________________________

Address: ____________________________

City, State, Postal Code: __________________

Country: ____________________________

Quotation Number (if applicable): ____________

Telephone: ___________________________

Fax: _________________________________

E-mail: ______________________________

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 **Grant of License.** Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 **Consultant Access.** Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 **Term.** This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 **No Use upon Agreement Expiration or Termination.** All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 **Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 **Termination for Lack of Funds.** For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 **Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—Product Updates

4.1 **Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 **Product Life Cycle.** During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.

2. The Tier 1 Help Desk will be fully trained in the Products.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.

5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer’s organization.

6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.

2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.

3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—Administrative Requirements

7.1 **OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 **Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 Orders, Delivery, and Deployment

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 **Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO:	Mayor and City Council	
VIA:	Justin Strickland, City Manager	
FROM:	Yasmin Julio, City Clerk/ Director of Executive Services	2/7/2025
	Justin Strickland, City Manager	2/7/2025
DATE:	February 13, 2025	
SUBJECT:	2025 Municipal Elections IGA	

Recommendation:
Approve the attached IGA with Fayette County for the November 4, 2025, municipal election.

Discussion:
In January, the Council approved the formal resolution for the November 4, 2025, municipal election and designated the Fayette County Board of Elections as the Elections Superintendent and Absentee Ballot Clerk. The attached contract finalizes that arrangement. Fayette County owns and maintains voting equipment. The County's election staff attends training and conducts annual elections, ensuring that Peachtree City Municipal Elections are held per State and Federal Law. The attached agreement gives the Fayette County Board of Elections the authority to conduct the November election and subsequent run-off, if necessary. The City will share some of the expenses with any other municipality holding municipal elections and then reimburse the County for all expenses in managing the election.

Budget Impact:
Elections will be budgeted in FY-26, as the election date is after the start of the new fiscal year.

Attachments:
1. Peachtree City Municipal 2025 Intergovernmental Agreement
2. Estimate for Municipal Election

STATE OF GEORGIA

COUNTY OF FAYETTE

INTERGOVERNMENTAL AGREEMENT FOR CONDUCTING MUNICIPAL ELECTION

This Agreement entered this ___________day of __________ between the CITY OF PEACHTREE CITY, a municipal corporation lying wholly or partially within Fayette County, Georgia, hereinafter referred to as "The City" and Fayette County, Georgia, a political subdivision of the State of Georgia hereinafter referred to as "The County".

WITNESSETH:

WHEREAS the City in the performance of its governmental functions will hold the Election hereinafter described; and,

WHEREAS, under the provisions of the Georgia Election Code, particularly O.C.G.A. §21-2-45 of the Official Code of Georgia Annotated, the city may, by ordinance, authorize the County to conduct such election and the City has heretofore adopted such an ordinance; and

WHEREAS, the County has staff and equipment to conduct such election; and

WHEREAS, the County desires to assist said City in the conduct of its municipal Election.

NOW THEREFORE, for and in consideration of the premises contained herein, it is hereby agreed as follows:

1.

This Agreement shall govern the conduct of the City of Peachtree City municipal election to be held and any and all run-offs which may be necessary and any special elections occurring through December 31, 2025.

2.

Fayette County through the Fayette County Board of Elections shall operate as superintendent of the aforementioned election and shall perform any and all functions of the City or any of the City's officials in connection with the conduct of such election with the exception of duties pertaining to the qualification of candidates and pertaining to the Responsibility of acting as the Qualifying Officer and providing notification to the State Elections Commission concerning candidacy compliance.

3.

A City official shall operate as the Superintendent with respect to qualifications of candidates. Such official shall perform any and all functions of the City or any of its officials.

In connection with the qualifications of candidates in accordance with 0.C.GA. § 21-2-45(C) (2). Further, such official shall be responsible for acting as the Qualifying Officer and for notification to the State Elections Commission concerning candidacy compliance.

4.

The County shall supply all of the necessary manpower and transportation to pick up, deliver, set up, store and return to the County all of the voting equipment used in the election along with all ancillary equipment and necessary supplies.

5.

All the voting equipment shall be programmed by the County in conjunction with the office of the Secretary of State.

6.

All absentee ballots shall be ordered, issued, mailed, and accounted for by the County.

7.

Staffing of the polling locations and training of the staff shall be provided by the County.

8.

All expenses and charges incurred in the performance of said election (except for the actual cost of the State-owned voting system and State-owned ancillary equipment) shall be the responsibility of the City. Said expenses and charges shall include but not be limited to the following: all costs of training and providing personnel for the election, costs of printing, mailing, and processing absentee ballots, and equipment delivery. An invoice for the costs and expenses of the election shall be submitted to the City and the City shall remit payment of the invoice to Fayette County within 30 days of receipt of the invoice.

9.

However, in the event that the State or County conducts a countywide election that coincides with the city election, portioned charges will be incurred for the additional usage of services or equipment. If the city election is held separately, or if additional services are requested or required beyond the standard provisions for the countywide election, the City will be responsible for covering those associated costs.

10.

To the extent permitted by law, the City shall indemnify, defend, and hold harmless the County from any liability and/or litigation expenses to which the County may be subjected as a consequence of or as a result of the election for the City. The City will furthermore, to the extent permitted by law, reimburse the County for any and all necessary legal representation, by counsel chosen by the County, in any action arising from the conduct of the City election. Said reimbursement shall be paid by the City within thirty days of invoice by the County.

11.

This intergovernmental contract is a full and complete statement of the agreement of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

12.

Should any provision of this Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

13.

Should it be necessary to comply with any legal requirements, the necessary members of the County's personnel may be temporarily sworn in as officers and employees of the City.

[SIGNATURES FOLLOW ON THE NEXT PAGE]

FAYETTE COUNTY, GEORGIA

BY: ____

LEE HEARN, CHAIRMAN
BOARD OF COMMISSIONERS

ATTEST: ___________________________________

TAMECA P. SMITH, COUNTY CLERK
FAYETTE COUNTY BOARD OF COMMISSIONERS

CITY OF PEACHTREE

BY: ____

KIM LEANARD, MAYOR
PEACHTREE CITY

ATTEST: ____

YASMIN JULIO, CITY CLERK
PEACHTREE CITY CLERK

FAYETTE COUNTY ELECTIONS & VOTER REGISTRATION

BY: ____

GARY ROWER, CHAIRMAN
BOARD OF ELECTIONS & VOTER REGISTRATION

ATTEST: ____

BRIEANNA GARRETT, DIRECTOR
ELECTIONS & VOTER REGISTRATION

Cost Estimate Sheet for Municipal Elections

Election Year: January 1, 2025- December 31, 2025

A. Personnel Costs

- **Poll Worker Wages:**
  - Advance Voting- Number of Workers x Hour x Rate: $18.01
  - Training- Number of Workers × Rate: $40.00
  - Election Day- Number of Workers × Rate:
    - Manager: $280.00
    - Assistant Manager: $215.00
    - Clerks: $175.00
- **County Staff Support:**
  - Absentee Ballot Processing/Technicians: Number of Workers x Hours × Rate: $18.01

*Overtime capacity applies as necessary for hourly rates.

B. Absentee Ballot Costs

- Printing: $_.37 per ballot_
- Delivery: $_50.00__
- Processing/Handling: $_250.00_

C. Postage

- **Postal service:**
  - Number of Ballots x Rate: $.73
  - Number of Mailings x Rate: $.73

D. Polling Locations

- Usage of Facilities: $150 - $250 per location

E. Equipment Delivery

- Truck Rentals: $6000-9000

F. Notices

- Newspaper: $40-$100 per notice

Notes:

1. Costs are subject to adjustment based on actual usage, hours worked, and any changes to county pay rates.
2. If a countywide election coincides with the municipal election, standard usage fees will not apply for shared services or equipment and will be adjusted.
3. Any additional or non-standard services requested by the Municipal will be billed separately.
4. Payment is due within 30 days of invoice receipt.

Peachtree City Cost Estimate:

Please find below a cost estimate for Peachtree City Municipal Election based on the current rates/information available at this time.

Important Note:
This estimate is provided for planning and informational purposes only and does not represent a final cost or guarantee of total expenses. Final costs may vary depending on [list factors, such as scope changes, material costs, additional requirements, etc.].

We are committed to providing the most accurate information possible and will promptly inform you of any significant changes.

	General	Run-Off
Advanced in Person Staffing	$ 18,750.00	$ 4,750.00
3 Countywide Sites (shared cost)	-	
Election Day Staffing	$ 22,860.00	$ 22,860.00
12 Locations/Training	-	
Rental Truck/Equipment Delivery (shared cost)	$ 1,500.00	$ 1,500.00
Technical Services	$ 1,000.00	$ 500.00
Absentee Printing (250 Ballots))	$ 400.00	$ 400.00
Absentee Mailings (250 Ballots)	$ 200.00	$ 400.00
Advertising- Runoff Election	$ 120.00	$ 120.00
Total:	**$ 44,830.00**	**$ 30,530.00**

Notes:

1. Costs are subject to adjustment based on actual usage, hours worked, and any changes to county pay rates.
2. If a countywide election coincides with the municipal election, standard usage fees will not apply for shared services or equipment and will be adjusted.
3. Any additional or non-standard services requested by the Municipal will be billed separately.
4. Payment is due within 30 days of invoice receipt.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO:	Mayor and City Council	
VIA:	Justin Strickland, City Manager	
FROM:	Janet Moon, Police Chief	2/7/2025
	Clint Murphy, Fire Chief	2/7/2025
	Angela Egan, Purchasing Manager	2/7/2025
	Kelly Bush, Financial & Administrative Services Director	2/7/2025
	Justin Strickland, City Manager	2/7/2025
DATE:	February 13, 2025	
SUBJECT:	Public Safety Answering Point Feasibility Study	

Recommendation:

Approve the contract for a Public Safety Answering Point Feasability Study from Winboure Consulting LLC in the amount of $115,000.

Discussion:

Several departments in the city currently utilize Fayette County Communications Center as the public safety answering point (PSAP) for the provision of public safety telecommunication services. The existing PSAP operates an Enhanced 9-1-1 communications / dispatch center. Fayette County Communications is the primary PSAP within the county. Interoperable communications and the need for effective and efficient technologies to compliment 911 communications infrastructures, as well as the desire to operate one Emergency Operations Center (EOC) are all significant economic and public safety issues for the City of Peachtree City (City). The City believes that Fayette County Communications is failing to meet the basic expectations of its end users. At the same time, the public's expectation of quality of service and level of emergency response has increased. The citizens expect and deserve a public safety communications system, dispatch center and emergency operations center that remain functional under all conceivable circumstances and conditions.

Staff issued a request for proposals for a feasibility study and seven firms submitted proposals. These proposals were evaluated by both city police and fire staff as well as a Director from a local jurisdiction. Proposers were given the evaluation criteria and the weight of each. That criteria is:

35% Qualifications and experience
35% Project approach, commitments, and assurances
30% Completed price

After significant consideration and review of the proposals and the interviews, based on the scoring, staff is ready to recommend an experienced consultant to provide this service.

Budget Impact:

Adequate funding for this project has been budgeted. The contract amount is under budget for this project.

Attachments:

1. Call Center Feasibilty Agreement - approved

SERVICE AGREEMENT

This SERVICE AGREEMENT (this "Agreement") is made this 14th day of February, 2025, by and between Winbourne Consulting, a Virginia based consulting firm, having offices at 1101 Wilson Blvd, 6th Floor, Arlington, Virginia 22209, (hereinafter called **"WC**”) and the City of Peachtree City, a municipal government, having offices at 151 Willowbend Road, Peachtree City, GA 30269 (hereinafter called the **"Client"**).

The period of performance of this Agreement (the "Term"), for the purpose of Issuing Task Orders hereunder, is from February 17, 2025 to December 31, 2025 (the "End Date"). The Term of this Agreement may be extended by mutual agreement by both parties in writing.

Subject to the provisions of this Agreement, ***WC*** shall, in accordance with Task Orders issued hereunder and approved by the **Client** and ***WC***, perform tasks in the general area of <u>developing a public safety answering point feasibility study</u>.

1. STATEMENTOFWORK:

    1. ***WC*** will complete the initial work as described in its *Proposal* dated December 9, 2024 (in response to the **Client's** RFP No 25-105PFD and the five addenda). All documents are attached and made part of this agreement.

    2. The **Client** or ***WC*** may, from time to time during the Term of this Agreement, issue additional written Task Orders detailing the services to be delivered under this Agreement specify: (a) the statement of Work to be performed; (b) security requirements, if any; (c) the ceiling price or other fee amount, including all charges, expenses, and travel authorizations, if any; and (d) any other applicable instructions. To be valid and deemed to be a Task Order to be performed under this Agreement, approved Task Orders will be executed by both parties and, thereupon, shall be incorporated into this Agreement by reference.

    3. Except as expressly set forth in the terms of a Task Order signed by both **Client** and ***WC***, in the event a conflict exists between the terms of a Task Order and the terms of this Agreement, the terms of this Agreement shall control.

2. CLIENT OBLIGATIONS: Nothing herein shall be construed as an obligation of the **Client** or ***WC*** to issue, or to ***WC*** to consent to, any additional Task Orders hereunder and the limit of the **Client's** and ***WC's*** duties shall extend only to Task Orders as may be approved by **Client** and ***WC*** in accordance with this Agreement. All Task Orders are subject to review and acceptance by ***WC;*** acceptance of which shall be provided by ***WC*** returning a copy of the fully signed Task Order to **Client**.

3. COMPENSATION:

1. *WC* Will be compensated in accordance with the terms and conditions as described in its Proposal dated December 9, 2024, in response to the **Client's** RFP No. 25-105PFDand five addenda as well as the work described.

2. For any additional fixed-price Task Orders, ***WC*** **will** submit invoices to **Client** in accordance with the agreed-upon milestone schedule showing the tasks that have been completed.

3. For any additional time and materials Task Orders, ***WC*** will submit invoices to **Client** monthly in accordance with ***WC's*** then-current Rates and Terms indicated in RFP.

4. Unless stated otherwise in any Task Order, payment of all Invoices shall be due within thirty (30) days of the invoice date. Late balances are subject to a finance charge of 1.5 percent per month or fraction thereof. Any and all taxes, except Federal income taxes, imposed or assessed by reason of this Agreement or its performance, including but not limited to sales or use taxes, will be in addition to the invoiced amounts and shall be paid by the Client.

4. INDEPENDENT CONTRACTOR: ***WC*** shall be deemed at all times to be an independent contractor of the **Client** and shall not be deemed to be an employee, joint venturer, or other nature of partner of the **Client.** Neither ***WC*** nor its personnel shall at any time, or for any purpose, be considered employees or agents of the Client. The Client is hereby contracting with *WC* for the services described in the approved Task Order(s). ***WC*** is not required to perform the services during a fixed hourly or daily time, and if the services are performed at the **Client's** premises, then ***WC's*** time spent at the premises is to be at the discretion of ***WC,*** subject to the **Client's** normal business hours and security requirements. ***WC*** hereby confirms to the **Client** that the **Client** will not be required to furnish or provide any training to ***WC*** to enable ***WC*** to perform the services required hereunder. The services shall be performed by ***WC,*** and the **Client** shall not be required to hire, supervise or pay any assistants to help ***WC*** perform the services under this Agreement. The management of the work, including but not limited to the order or sequence in which it is performed, shall be under the control of ***WC***, subject to compliance with any approved Task Order(s). Except to the extent that ***WC's*** work must be performed on or with the **Client's** computer or the **Client's** software, all materials used in providing the services shall be provided by ***WC***. ***WC*** shall have and maintain insurance coverages in the normal course of ***WC's*** business and, in addition thereto, ***WC*** shall procure any specialized insurance that is specifically called for in writing and expressly set forth in an approved Task Order to this Agreement. The **Client** understands and agrees that as an independent contractor, ***WC*** does not have any authority to sign

contracts, notes, or obligations to make purchases, or to acquire or dispose of any property for or on behalf of the **Client.**

5. WARRANTY: ***WC*** hereby warrants to the **Client** that ***WC*** is not under any obligation, contract, or agreement, nor has ***WC*** previously executed, any agreement with any third party that would, in any manner, prevent ***WC*** from giving, and the **Client** from receiving, the full benefit of ***WC's*** services as contemplated by this Agreement. ***WC*** makes no other warranties, whether written, oral, or implied, including without limitation warranty of fitness for purpose or merchantability. To the extent permitted by Georgia law, in no event shall ***WC*** be liable for special or consequential damages, either in contract or tort, whether or not the possibility of such damages has been disclosed to ***WC*** in advance or could have been reasonably foreseen by ***WC***.

6. PROPRIETARY INFORMATION:

   1. Both parties hereby agree that at all times both during the term of this Agreement and for a period of three (3) years after the End Date, that each party will hold inviolate and keep secret all knowledge, information, data, trade secrets, inventions, and customer lists that have been clearly marked "PROPRIETARY" or 'CONFIDENTIAL" by the other party. Each party under the terms of this Agreement, will not disclose such information to any competitor, or other Individual, corporation, or firm except when authorized to do so by the other party, in writing, or as required by Georgia law. Nothing herein shall be construed as to preclude either party from engaging in any occupation or endeavor that will not directly or indirectly involve the proprietary information of the other party.

   2. Each party's obligations with respect to handling and using proprietary information of the other party as set forth in Section 6.1, above, are not applicable to: (a) Information that at the time of disclosure is or was either known to the party or disclosed in then-existing literature or patents or is or was in any other way in the public domain; (b) Information that after disclosure becomes known to the party by Independent discovery or by casual observation or analysis of information provided by a third party; (c) Information that after disclosure becomes known to the party from a source other than the other party without breach of any obligation by the disclosing party; (d) Information that is or has been furnished by the disclosing party to the Government with "unlimited" rights, and (e) Information available in the public domain.

7. RELEASE OF INFORMATION:

1. ***WC*** shall not make any public release of information in any medium concerning this Agreement without the prior review and approval of the **Client.**

2. Requests for review of any information and/or materials proposed for public release, in any medium whatsoever, shall be submitted in writing to an authorized representative of the **Client** for approval, which review and approval shall not be unreasonably withheld or delayed.

8. TERMINATION FOR CONVENIENCE: This Agreement may be terminated by either party at any time, and for any reason, by giving written notice of such termination to the other party. Should the **Client** terminate this Agreement while work is in progress, ***WC*** shall, upon receipt of the notice of termination, stop all work as quickly as practical. The **Client** shall be responsible for all service fees, labor costs and expenses incurred by ***WC*** through the date that ***WC*** reasonably is able to terminate such work, as well as any demobilization costs.

9. ASSIGNMENT: Neither party shall assign or transfer this Agreement without the written consent of the other party.

10. GOVERNING LAW: This Agreement shall be interpreted, governed by, and construed in accordance with, and the rights of the parties shall be determined under, the laws of the State of Georgia. The **Client and WC** agree that the venue for any and all disputes arising under and/or with respect to this Agreement shall be in the courts of Fayette County, Georgia, or the United States District Court for the Northern District of Georgia; and the **Client and WC** hereby consent to the jurisdiction of said courts and waives any defense of *forum non convenience* with respect to said courts.

11. COMPLIANCE WITH APPLICABLE LAWS: Both parties agree to comply with applicable laws, statutes, and orders of the United States Government and any or political subdivisions thereof now in effect or hereafter enacted, and the same shall be deemed to be incorporated by reference. To the extent permitted by Georgia law, ***WC*** shall be held harmless by the **Client** for violation of any governmental procurement regulation to which it may be subject but to which specific written reference is not made in this Agreement.

12. SET OFF: The **Client** acknowledges and further agrees that ***WC*** shall have the right to set off, against any amounts which may become due and payable to the **Client**, any amount which the **Client** may owe to ***WC***, whether arising under this Agreement or otherwise.

13. HOLD HARMLESS: To the extent permitted by Georgia law, **Client and WC** shall indemnify and save each other harmless from any losses, claims, demands, suits,

judgments, or out-of-pocket expenses incurred as a result of any damage or injury to or claim by the **Client or WC,** their employees, agents, or property, or for any injury or damage to or claim (including claim of patent or copyright infringement) by any third persons or their property which is directly or indirectly caused in the course of performance of any of the work specified in this Agreement.

14. NON-SOLICATION: The **Client** hereby agrees that for the term of this Agreement, and for a period of one (1) year thereafter, the **Client** shall not directly or indirectly, orally, in writing, or by other method of communication, solicit any employee, agent, or consultant of ***WC***, nor encourage any employee, agent, or consultant of ***WC,*** to terminate such employee's, agent's, or consultant's work, business, or other professional relationship with ***WC.*** The **Client** further agrees that for the term of this Agreement, and for a period of one (1) year after the End Date, should the **Client** hire or engage any employee, agent, or consultant of ***WC*** to provide services to, for, and/or on behalf of the **Client**, whether directly or indirectly, then the **Client** shall pay to ***WC*** a finder's fee equal to seventy percent (70%) of each employee's, agent's, and/or consultant's first-year total compensation package.

15. COOPERATIVE PROCUREMENT: This Agreement may be extended to other public agencies and political subdivisions including, but not limited to, Federal, state, county, and local entities, to permit those public entities to purchase in accordance with the pricing, terms, and conditions set forth in this Agreement. Notwithstanding the foregoing in this Section 15, each purchasing public entity will deal directly with ***WC*** with regard to the statement of work, order placement, delivery, invoicing, and payment applicable to such public entity. The **Client** does not accept any responsibility or involvement in the purchase orders or contracts issued by other public entities.

16. WAIVER: The failure of ***Client or WC*** to insist on strict performance of any of the terms and conditions hereof shall not constitute a waiver of any other provision of this Agreement.

17. FORCE MAJEURE: ***WC*** shall not be responsible for ***WC's*** failure to fulfill its obligations under this Agreement due to causes that are beyond ***WC's*** reasonable control, including, without limitation, acts or omissions of government or military authority, acts of God, material, shortages , transportation delays, fires, floods, labor disturbances, pandemics, riots, wars, terrorist acts, travel restrictions, or any other causes, directly or indirectly beyond ***WC's*** reasonable control, so long as ***WC*** is using its best efforts to remedy such failure or delays.

18. CONSTRUCTION: Paragraph numbers and headings used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement. If any term or condition of this Agreement is in conflict with local, state, or Federal law and becomes null and void, the remainder of the Agreement shall survive and remain in effect. If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such

scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to the law. This Agreement shall be construed as having been negotiated between the parties and not drafted by a particular party.

19. NO THIRD-PARTY BENEFICIARIES: Notwithstanding anything in this Agreement to the contrary, this Agreement benefits solely the parties to this Agreement and their respective permitted successors and assigns, if any, and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

20. ENTIRE AGREEMENT: This Agreement supersedes all previous agreements, understandings, representations, warranties, and other statements, both oral and in writing, and contains all the terms and conditions of the transactions contemplated by this Agreement. All modifications to this Agreement must be reduced to writing as amendments and duly executed by both parties hereto.

21. EFFECTIVE DATE: This Agreement shall become effective when executed by both parties and shall be binding upon the parties hereto, their successors, and permitted assigns.

(This agreement is continued on the next page)

WINBOURNE CONSULTING	**PEACHTREE CITY, GEORGIA**
________________________ Signature	________________________ Signature
________________________ Print Name	________________________ Print Name
________________________ Title	________________________ Title
________________________ Date	________________________ Date

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO:	Mayor and City Council	
VIA:	Justin Strickland, City Manager	
FROM:	Matt Myers, Assistant Police Chief	2/7/2025
	Janet Moon, Police Chief	2/7/2025
	Angela Egan, Purchasing Manager	2/7/2025
	Kelly Bush, Financial & Administrative Services Director	2/7/2025
	Justin Strickland, City Manager	2/7/2025
DATE:	February 13, 2025	
SUBJECT:	Purchase of radios for Police SRO vehicles	

Recommendation:
Approve the purchase of six (6) in-car radio units from Radio One in the amount of $47,996.28.

Discussion:
Staff recommends the purchase of six (6) in-car radio units from Radio One - the current name branded vendor. The purchase will be for the radio system and installation in new patrol vehicles for the School Resource Officers. The radio units will allow direct communication with Fayette County Dispatch and will operate on the same radio system as current Police Department radios.

Budget Impact:
Total purchase for the radio units with installation is $47,996.28. Purchase will be from current name branded vendor, Radio One. All equipment purchased for SROs is to be reimbursed by the Fayette Board of Education.

Attachments:
None

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO:	Mayor and City Council	
VIA:	Justin Strickland, City Manager	
FROM:	Teaa Allston-Bing, Director - Human Resources & Risk Management	2/6/2025
	Angela Egan, Purchasing Manager	2/6/2025
	Kelly Bush, Financial & Administrative Services Director	2/7/2025
	Chris Hobby, Assistant City Manager	2/7/2025
	Justin Strickland, City Manager	2/7/2025
DATE:	February 13, 2025	
SUBJECT:	Agreement for ADA Consultant and FY2025 Budget Amendment	

Recommendation:

Approve the proposal from Accessibility Consulting Partners, Inc. (ACP), in the amount of $69,759 for the assessment of City Facilities and Recreation Areas for Americans with Disabilities Act (ADA) compliance and approve the attached budget amendment to fund the project.

Discussion:

In order to remain compliant with Federal requirements, the City must perform an assessment of various elements in its public infrastructure for compliance with the Americans with Disabilities Act (ADA). This overall assessment is called the ADA Transition Plan. This plan will ultimately detail all of the City's elements (paths, curb ramps, buildings, etc.) and where they stand on compliance, and the projected cost of making compliant. The part of the Transition Plan that is covered in this Request for Proposals (RFP) deals with City Buildings and recreation areas.

Staff put out an RFP for this work and received four (4) proposals. An evaluation team was formed and reviewed the proposals against the requirements in the RFP on a weighted scale. Since this was an RFP, qualifications were the major factors; however, price was a part of the overall weighted scale evaluation.

After scoring the proposals, the top two firms were selected for interviews so we could get some more information on their overall approach and deliverables. The two companies were Accessibility Consulting Partners, Inc. (ACP), and Precision Infrastructure Management (PIM). The evaluation team had Teams meetings with both firms and reconvened afterwards to discuss the interviews. The opinion of the evaluation team was that ACP was the clear choice, given their team approach, experience, and extensive Geographic Information System (GIS) deliverables. In addition, ACP's cost of services was slightly less expensive.

Therefore, Staff recommends awarding this project to ACP.

Budget Impact:

This budget amendment will reallocate funds from Capital Project Contingency 335-1511-540049 to Professional Service - Engineering 335-1575-521200

Attachments:

1. Consulting Agreement - ACP & Peachtree.rev1
2. Budget Amendments - 25-08 ADA Compliance Assement

AGREEMENT TO FURNISH CONSULTING SERVICES

THIS AGREEMENT TO FURNISH CONSULTING SERVICES ("**Agreement**") is dated February 10, 2025 and is between the CITY OF PEACHTREE CITY, a GEORGIA municipal corporation ("**City**") and Accessibility Consulting Partners, Inc. ("**Consultant**"). City and Consultant are sometimes collectively referred to in this Agreement as the "**Parties,**" and individually as a "**Party**."

WHEREAS, City desires to engage Consultant to render the consulting services described in this Agreement, and Consultant is qualified and willing to perform such services in accordance with, and subject to, the provisions of this Agreement; and

WHEREAS, sufficient legal authority exists and sufficient funds have been budgeted and are available for the work to be performed by Consultant under this Agreement, and other necessary approvals have been obtained.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and intending to be legally bound, the Parties agree as follows:

1. The Project. The City's Project ("**Project**") is described in the attached **Exhibit "A"**.

2. Consultant's Services. Consultant will provide those consulting services for the Project described in the attached **"Exhibit "B"** ("**Services**"). Execution of this Agreement is Consultant's authorization to proceed with the Services.

3. Additional Services. When authorized by City, Consultant agrees to furnish or obtain from others additional services in connection with the Project due to changes in the scope of the Project or City's desire for additional or different work to be performed by Consultant or others. Consultant will receive such additional compensation for such additional services as may be agreed upon by Consultant and City.

4. Consultant's Fees. The compensation for Consultant's Services will be in accordance with Consultant's billing criteria as described in the attached **"Exhibit "C"**. The maximum amount payable to Consultant under this Agreement will not exceed $69,759.00, without the prior written approval of the City Council of Peachtree. Consultant will submit invoices monthly to City for Services rendered, such invoices to be in such form and detail as is reasonably required by City. City will pay Consultant within thirty (30) days of receipt of a properly documented invoice. City agrees to pay 15% of the fee at the time of a fully executed agreement and the remaining when the services are completed.

5. Commencement and Completion of Services. Consultant understands and agrees that subject to Article 5, time is an essential requirement of this Agreement. The Services will be completed as soon as good practice and due diligence permit in accordance with Article 5. In any event, the Services will be completed as described on the attached **"Exhibit D"**. If Consultant's performance of this Agreement is delayed by City, Consultant will have the right to renegotiate the fees payable to it pursuant to this Agreement as well as a change to the Completion Schedule outlined in Exhibit D.

6. **Standard of Care.** In performing the Services, the Consultant shall exercise the degree of care, skill, and diligence ordinarily exercised by professionals in the same field under similar circumstances in accordance with applicable Georgia law. The Consultant shall be liable to the City for any loss, damage, or costs incurred as a direct result of the Consultant's failure to meet this standard.

7. **Insurance.**

A. Consultant will procure and continuously maintain throughout the term of this Agreement the following minimum insurance coverages:

i. worker's compensation insurance to cover obligations imposed by applicable laws for any employee of Consultant or a subconsultant engaged in the performance of the Services under this Agreement.

ii. commercial general liability insurance with minimum combined single limits of not less than $1,000,000. The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employees' acts), contractual, products, and completed operations.

iii. professional liability insurance with minimum combined single limits of $1,000,000.

Such coverages will be procured and maintained with forms and insurers acceptable to City. All coverages will be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Consultant pursuant to Section 8 of this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods will be procured to maintain such continuous coverages.

B. Consultant's general liability insurance policy must be endorsed to include City as an additional insured.

C. Each of Consultant's required insurance policies will be primary insurance, and any insurance carried by City, its officers, or its employees, or carried by or provided through any insurance pool of which City is a member, will be excess and not contributory insurance to that provided by Consultant.

D. Consultant is solely responsible for any deductible losses under any required insurance policy.

E. An ACORD Form 27, or other certificate of insurance acceptable to City will be completed by Consultant's insurance agent and provided to City as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect and will be reviewed and approved by City prior to commencement of this Agreement and on each policy renewal or replacement throughout the term of this Agreement. The certificate will identify this Agreement and will provide that the coverages afforded under the policies will not be cancelled or terminated until at least thirty (30) days' prior written notice has been given to City. City will also be provided with the insurance policy endorsement required by Subsection (B), above, prior to the commencement of this Agreement. The completed certificate of insurance and policy endorsement will be sent to:

City of Peachtree City
c/o City Clerk
151 Willowbend Road
Peachtree City, GA 30269

F. Notwithstanding any other portion of this Agreement, failure on the part of Consultant to:

i. provide City with the required additional insured endorsement; or

ii. procure or maintain policies providing the required coverages, conditions, and minimum limits set forth above in this Section,

will constitute a material breach of this Agreement for which City may immediately terminate this Agreement or, at its discretion with ten (10) business days prior written notice to Consultant, City may procure or renew any such policy or any extended reporting period thereto, and may pay any and all premiums in connection therewith, and all monies so paid by City will be repaid by Consultant upon demand, together with interest at the legal rate, or City may offset the cost of the premiums against any monies due to Consultant from City.

G. The City is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Georgia Constitution, Article I, Section II, Paragraph IX, the Georgia Tort Claims Act (O.C.G.A. § 50-21-20 et seq.), or any other applicable law or limitation otherwise available to the City, its officers, or its employees.

8. Indemnification.

A. To the fullest extent permitted by Georgia law, Consultant will indemnify, and hold City, its officers, employees, and insurers harmless from and against all liability, claims, and demands, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, that arise out of or are in any manner connected with this Agreement, to the extent that such injury, loss, or damage is caused by:

i. the negligent, intentional, or willful wrongful act of Consultant, any subconsultant, anyone directly or indirectly employed by the Consultant or a subconsultant, and anyone for whose acts they may be liable; or

ii. Consultant's material breach of this Agreement,

except to the extent such liability, claim, or demand arises through the negligent, intentional, or willful wrongful act of City, its officers, employees, or agents, or City's material breach of this Agreement.

B. This indemnity provision is to be interpreted to require Consultant to indemnify, and hold City harmless only to the extent of the proportionate share of negligence or fault attributable to Consultant or a person for whom Consultant is responsible under this Section.

C. All indemnity obligations required by this Agreement will survive the completion or termination of this Agreement, and will be fully enforceable thereafter.

9. Termination.

A. This Agreement may be terminated by either Party for cause as provided in Section 10 of this Agreement.

B. This Agreement may also be terminated by City for its convenience upon fifteen (15) days' prior written notice to Consultant.

C. In the event of termination as provided in this Subsection (B), City will pay Consultant in full for Services performed to the date of notice of termination, plus any Services City deems necessary during the notice period. Such compensation will be paid upon Consultant's delivering or otherwise making available to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by Consultant in performing the Services included in this Agreement, whether completed or in progress.

10. Default; Resolution Of Disputes.

A. A default exists under this Agreement if either Party violates any covenant, condition, or obligation required to be performed by it under this Agreement.

B. If a Party ("**Defaulting Party**") fails to cure such default within twenty (20) days after the other Party ("**Non-Defaulting Party**") gives written notice of the default to the Defaulting Party (or, in the event of a default not capable of being corrected within twenty (20) days, if the Defaulting Party fails to commence correcting the default within twenty (20) days of the Non-Defaulting Party's notice and thereafter fails to correct the default with due diligence), then, at the Non-Defaulting Party's option, the Non-Defaulting Party may terminate this Agreement effective upon such date as the Non-Defaulting Party specifies. Notwithstanding either Party's right to terminate this Agreement for an uncured default, this Agreement is subject to the rights of either Party to invoke the remaining provisions of this Section.

C. The Parties will attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between persons who have authority to settle the controversy ("**Executives**"). Either Party may give the other Party written notice of any dispute not resolved in the normal course of business. Within five (5) days after receipt of said notice, Executives of the Parties to the dispute will meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within ten (10) days of the notice of dispute, or if the Parties fail to meet within five (5) days, either Party may initiate mediation of the controversy as provided below.

D. If the dispute has not been resolved by negotiation as provided above, the Parties will endeavor to settle the dispute by mediation with a neutral third Party. If the Parties encounter difficulty in agreeing on a neutral third Party, they may each appoint a neutral third Party, such third Parties to appoint a neutral third Party to mediate. Each Party will pay their own attorneys' fees incurred in connection with negotiation and mediation.

E. Any dispute arising out of or relating to this Agreement, or the breach, termination, or validity of this Agreement, which has not been resolved by the methods set forth above within thirty (30) days of the initiation of mediation, may be finally resolved by appropriate judicial action commenced in a court of competent jurisdiction. Any dispute arising out of or relating to this Agreement, or the breach, termination, or validity of this Agreement, which has not been resolved by the methods set forth above within thirty (30) days of the initiation of mediation, may be finally resolved by appropriate judicial action commenced in a court of competent jurisdiction. The Parties agree that the venue for any dispute arising out of or relating to this Agreement shall be in the courts of Fayette County, Georgia.

F. **BOTH PARTIES WAIVE THE RIGHT TO A JURY TRIAL WITH RESPECT TO ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

G. This Agreement is to be interpreted in all respects in accordance with the laws of the State of Georgia, without regard to principles of conflicts of laws that might require this Agreement to be governed by the laws of any state other than the State of Georgia.

H. If any action is brought in a court of law by either Party concerning the enforcement, interpretation, or construction of this Agreement, the prevailing Party, either at trial or upon appeal, will be entitled to reasonable attorneys' fees, as well as costs, including expert witness' fees, incurred in the prosecution or defense of such action.

I. As used in this Section, the term "**days**" will refer to calendar days, not to business or working days.

11. Mandatory Immigration Provisions (Required by Section 8-17.5-102, C.R.S.)

A. Throughout the term of this Agreement, Consultant will not:

i. knowingly employ or contract with an illegal alien who will perform work under this Agreement; or
ii. enter into a contract with a subconsultant that fails to certify to Consultant that the subconsultant does not knowingly employ or contract with an illegal alien to perform work under this Agreement.

B. Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in the E-Verify Program. As used in this provision: (i) the term "E-Verify Program" means the electronic employment verification program created in Public Law 104-208, as amended and expanded in Public Law 108-156, as amended, and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program.

C. Consultant is prohibited from using E-Verify Program or the Department Program procedures to undertake preemployment screening of job applicants while this Agreement is being performed.

D. The Consultant agrees to comply with any reasonable request by the Georgia Department of Labor or other authorized state agency during an investigation into compliance with the Georgia Security and Immigration Compliance Act. This includes providing documentation and information as required by such agencies.

E. If the Consultant violates any provision of this Agreement related to the requirements of O.C.G.A. § 13-10-91:

i. The City may terminate this Agreement for cause, and the Consultant shall be liable for all actual and consequential damages incurred by the City due to such termination.

ii. The Consultant may be subject to other penalties as provided by law, including but not limited to debarment from future public contracts.

12. Non-discrimination; Compliance with Applicable Laws. Consultant:

A. Will not discriminate against any employee or applicant for employment because of race, color, creed, sex, sexual orientation, religion, national origin, or disability;

B. Will insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, sex, sexual orientation, religion, national origin, or disability; and

C. Will in all solicitations or advertisements for employees to be engaged in the performance of work under this Agreement state that all qualified applicants will receive consideration for employment without regard to race, color, creed, sex, sexual orientation, religion, national origin, or disability.

D. Consultant will, in accordance with Section 6, comply with all applicable federal, state, and local laws, rules and regulations. Without limiting the generality of the foregoing, Consultant will comply with the applicable provisions of the Americans With Disabilities Act, 42 U.S.C. §12101, et seq. (Public Law 101-336), and all applicable regulations and rules promulgated thereunder by any regulatory agency. The indemnification and termination provisions of this Agreement will apply with respect to Consultant's failure to comply with all applicable laws or regulations.

13. Prohibited Interests.

A. Consultant agrees that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its Services under this Agreement. Consultant further agrees that in the performance of the Agreement, no person having any such interest will be employed.

B. No official or employee of City will have any interest, direct or indirect, in this Agreement or the proceeds thereof.

14. Independent Contractor. Consultant will perform all work under this Agreement as an independent contractor and not as an agent or an employee of City. Consultant will be free from the control and direction of City in the performance of the Services, both under the terms of this Agreement and in fact. City and Consultant further stipulate and agree that Consultant is customarily engaged in an independent trade, occupation, profession or business related to the performance of the Services required by this Agreement. **CONSULTANT UNDERSTANDS THAT: (I) CITY WILL NOT PAY OR WITHHOLD ANY SUM FOR INCOME TAX, UNEMPLOYMENT INSURANCE, SOCIAL SECURITY OR ANY OTHER WITHHOLDING PURSUANT TO ANY LAW OR REQUIREMENT OF ANY GOVERNMENTAL BODY; (II) CONSULTANT IS OBLIGATED TO PAY FEDERAL AND STATE TAX ON ANY MONEYS EARNED PURSUANT TO THIS AGREEMENT; (III) NO EMPLOYEE OF CONSULTANT IS ENTITLED TO WORKERS' COMPENSATION BENEFITS FROM CITY OR CITY'S WORKERS'**

COMPENSATION INSURANCE CARRIER; AND (IV) NO EMPLOYEE CONSULTANT IS ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY CONSULTANT OR SOME OTHER ENTITY. Consultant agrees to indemnify and hold City harmless from any liability resulting from Consultant's failure to pay or withhold state or federal taxes on the compensation paid under this Agreement.

15. Books and Records. Consultant's books and records with respect to the Services and reimbursable expenses kept in accordance with recognized accounting principles and practices, consistently applied, and will be made available for City's inspection at all reasonable times at the places where the same may be kept. Consultant will not be required to retain such books and records for more than three (3) years after completion of the Services.

16. Ownership of Deliverables; Reuse. All documents, maps, reports, summaries, drafts and the like relating to the Services will be the joint property of City and Consultant. All documents prepared by Consultant pursuant to this Agreement are instruments of service for the Project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant; and City, to the extent permitted by law, will indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

17. Communications. All communications relating to the day-to-day activities for the Project will be exchanged between the respective Project representatives of City and Consultant who will be designated by the Parties promptly upon commencement of the Services.

18. Assignment. This Agreement is for personal services predicated upon Consultant's special abilities or knowledge. Consultant will not assign this Agreement in whole or in part without the prior written consent of City.

19. Waiver. The failure of either Party to exercise any of its rights under this Agreement will not be a waiver of those rights. A Party waives only those rights specified in writing and signed by the Party waiving such rights.

20. Notices. All notices required or permitted under this Agreement shall be given by registered or certified mail, return receipt requested, postage prepaid, or by hand or commercial carrier delivery, or by telecopies, directed as follows:

If intended for City to:

City of Peachtree City
151 Willowbend Road
Peachtree City, Georgia 30269
Attn: City Manager
Phone: ___________________

If intended for Consultant, to:

Accessibility Consulting Partners
4975 Platinum Dr
Colorado Springs, CO 80918
Attn: Nick Kelley
Phone: (719) 659-6412

Any notice delivered by mail in accordance with this Section will be effective on the third business day after having been deposited in any post office or postal box regularly maintained by the United States postal service. Any notice delivered by hand or commercial carrier will be effective upon actual receipt. Either Party, by notice given as provided above, may change the address to which future notices may be sent.

21. Information Prepared by Others. During the course of the Project, Consultant may use information obtained from City that has been prepared by others. Consultant will advise City of any errors, omissions, or conflicts discovered during the use of such information; however, Consultant will not be responsible for discovering any or all errors, omissions, or conflicts in such information, nor for any damages attributable to defects in the information prepared by others.

22. No Third Party Beneficiaries. There are no third Party beneficiaries of this Agreement.

23. "Will" and "Will Not" Defined. The terms "will" and "will not" in this Agreement indicate a mandatory obligation to act or to refrain from acting as indicated in the context of the sentence in which such terms are used.

24. Entire Agreement. This Agreement is the entire agreement between the Parties, and supersedes all prior contracts, proposals, representations, negotiations and letters of intent, whether written or oral, pertaining to Services.

25. Modification. This Agreement may be modified or amended only by a duly authorized written instrument executed by the Parties. Oral amendments to this Agreement are not permitted.

26. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be considered an original for all purposes and all of which together will constitute but one and the same instrument.

27. Section Headings. Section headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.

28. Fax or Scanned Copy Sufficient. For all purposes contemplated in this Agreement, including execution of this Agreement, facsimile or scanned signatures will be as valid as the original. Both Parties waive any claim or defense that a facsimile or scanned signature is not valid, or is not the best evidence of signature.

29. Severability. If any provision of this Agreement is found to be invalid, illegal, or unenforceable in any respect by a final, non appealable decision of a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired by such decision.

30. Incorporation of Exhibits. All exhibits reference in this Agreement are incorporated into this Agreement by reference.

31. Authority. The individuals executing this Agreement on behalf of each of the Parties represent that they have all requisite powers and authority to cause the Party for whom they have signed to enter into this Agreement, and to bind such Party to fully perform its obligations as set forth in this Agreement.

32. Annual Appropriation. Notwithstanding anything contained in this Agreement to the contrary, City's obligations under this Agreement are expressly subject to an annual appropriation being made by City Council of City of Peachtree City, Georgia in an amount sufficient to allow City to perform its obligations under this Agreement. If sufficient funds are not so appropriated this Agreement may be terminated by either Party without penalty; provided, however, that in such circumstance City will pay Consultant for all Services performed up to the effective date of termination of this Agreement. City's obligations under this Agreement do not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Georgia.

33. Force Majeure. Neither Party will be liable to the other for any failure, delay or interruption in the performance of any of the terms, covenants or conditions of this Agreement due to causes beyond the control of that Party, including without limitation strikes, boycotts, labor dispute, embargoes, shortages of materials, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage, terrorism, or any other circumstance for which such Party is not responsible or which is not in its power to control.

34. No Adverse Construction. Both Parties acknowledge having had the opportunity to participate in the drafting of this Agreement. This Agreement is not to be construed against either Party based upon authorship.

35. Binding Effect. This Agreement is binding upon, and inures to the benefit of the Parties, and their respective successors and permitted assigns.

36. Choice of Laws Provision: This contract shall be interpreted in accordance with the laws of the State of Georgia.

CITY OF PEACHTREE CITY

By: ____

CONSULTANT:

Accessibility Consulting Partners

____

By: Nick Kelley Nicholas Kelley

Title: Principal | Project Manager

Exhibit "A"
To Agreement to Furnish Consulting Services

Project Description

SCOPE OF STUDY – ADA Transition Plan

The City is seeking for a qualified consulting firm to provide services to develop an Americans with Disabilities Act (ADA) Transition Plan for its buildings and recreational facilities. The City has a strong commitment to provide fair and just access to high-quality parks, green space, recreation facilities buildings and programs for all members of the community and this plan will help achieve this commitment.

Exhibit "B"
To Agreement To Furnish Consulting Services

Consultant's Services

Within the project scope there are six main tasks comprising of the following:
1. Project Administration
2. Review of Data Given By The City
3. Implementation of Inspections
4. Development of Final Report

Exhibit "C"
To Agreement To Furnish Consulting Services

Consultant's Fee

ADA Transition Plan	**COST**
Facilities Assessment	$ 55,859.00
Transition Plan Database And Report	$ 10,400.00
Project Management PLAN	$ 3,500.00
TOTAL	**$ 69,759.00**

Exhibit “D”
To Agreement To Furnish Consulting Services

Completion Schedule

Project Award 2-25
Survey and Assessment 2-25 thru 4-25
Draft Transition Plan 5-25
Final Transition Plan 6-25

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 25-08

DATE 02/13/2025

ACCOUNT	***PROJECT***	***DESCRIPTION***	***INCREASE***	***DECREASE***
335-1511-540049		Contingency	70,000	
335-1575-521200		Professional Services - Engineering	70,000	

NOW , THEREFORE, BE IT RESOLVED Council hereby amends the Fiscal Year 2025 Budget Resolution to budget for ADA Assessment.

Entered __________

Approved __________

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO:	Mayor and City Council	
VIA:	Justin Strickland, City Manager	
FROM:	Cathy Wilder, Recreation Director	2/7/2025
	Chris Hobby, Assistant City Manager	2/7/2025
	Justin Strickland, City Manager	2/7/2025
DATE:	February 13, 2025	
SUBJECT:	Appointment of members to the Recreation Advisory Group	

Recommendation:
Appoint Michael Polacek, Michael Pappas, Tommy Johnson, Rohit Nanda, Erin McDowell, Derek White, and Stacey Clarke to the Recreation Advisory Group.

Discussion:
During their November 21, 2024 meeting, the City Council re-established the Recreation and Special Event Advisory Board and changed the name to Recreation Advisory Group (RAG). The application period was open for four weeks and twenty applications were received. Fourteen applicants were interviewed. The selection committee was comprised of Mayor Kim Learnard, Council Member Laura Johnson, and Assistant City Manager Chris Hobby. The following people have been recommended for approval: Post 1 - Mr. Michael Polacek and Post 3 - Mr. Michael Pappas (1-year terms); Post 2 - Mr. Tommy Johnson and Post 5 - Mr. Rohit Nanda (2-year terms); Post 3 - Ms. Erin McDowell, Post 6 - Mr. Derek White, and Post 7 - Ms. Stacey Clarke (3-year terms). Per the code, the terms of office shall be (3) three years, or until their successors are appointed, except for the initial term which are designated as listed above.

Budget Impact:
There should be no impact to the budget.

Attachments:
None