



FAYETTEVILLE CITY COUNCIL

Edward J. Johnson, Jr. Mayor
Scott Stacy, Mayor Pro Tem
Kathaleen Brewer
Paul C. Oddo, Jr.
Harlan Shirley
James B. Williams

STAFF

Ray Gibson, City Manager
Anne Barksdale, City Clerk

MEETING LOCATION

Fayetteville City Hall
Council Chambers
240 South Glynn Street
Fayetteville, Ga. 30214

MEETING TIME EACH MONTH

Regular Session
1st & 3rd Thursday –
7:00pm

MAYOR AND COUNCIL OFFICE

Fayetteville City Hall
240 South Glynn Street
Fayetteville, Ga. 30214

Phone: 770-461-6029
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Web Site:
www.fayetteville-ga.gov

E-Mail Address:
abarksdale@favetteville-ga.gov

Agenda *Fayetteville City Council Meeting* *May 5, 2016* *7:00 P.M.*

Call to Order

Opening Prayer

The Pledge of Allegiance to the Flag

Approval of Agenda

1. Approval of Minutes of the April 21st City Council meeting

RECOGNITIONS AND PRESENTATIONS

2. Above and Beyond Recognitions – Officer Leslie Fluegeman and Captain Greg Gross – *presented by Police Chief Scott Pitts*
3. Presentation of American Legion Post 105 Public Safety Award to Firefighter Stephaene Core and Detective Scott Israel – *presented by Fire Chief/Assistant City Manager Alan Jones and Police Chief Scott Pitts*

PUBLIC HEARINGS:

4. Consider Beer & Wine License for Cheap Gas, Inc., d/b/a Fayette Discount Gas & Tobacco – located at 535 North Glynn St. for Kamruddin L. Hakani *presented by City Clerk Anne Barksdale*
5. Consider #0-7-16 – Time Change for Council Meetings *presented by City Clerk Anne Barksdale*

NEW BUSINESS:

6. Consider R-13-16 – Statewide Mutual Aid Agreement *presented by Fire Chief/Assistant City Manager Alan Jones*
7. Consider Bid Award – 2016 Stormwater Lining Project *presented by Public Services Director Chris Hindman*

REPORTS AND COMMENTS:

8. City Manager and Staff Reports
9. City Council and Committee Reports
10. Mayors Comments
11. Public Comments

City of Fayetteville
Regular Mayor and City Council Meeting
Minutes
April 21, 2016

Call to Order

The Mayor and City Council of Fayetteville met in regular session on April 21, 2016 at 7:00 p.m. in the Council Chambers at City Hall. Mayor Edward Johnson called the meeting to order, followed by Opening Prayer and led those attending in the Pledge of Allegiance to the Flag. Council members present were: Harlan Shirley, Kathaleen Brewer, Paul Oddo, Scott Stacy, and James Williams. Staff members present were City Manager Ray Gibson and City Clerk Anne Barksdale.

Stacy moved to approve the agenda as presented. Shirley seconded the motion. Motion carried unanimously.

Stacy moved to approve the minutes of the City Council Work Session April 7, 2016. Shirley seconded the motion. Motion carried unanimously.

Public Hearings:

Mayor Johnson called Consider Approval of Beer and Wine License – Publix Supermarket #1087 – 840 Glynn Street South for Gregory Washington.

City Clerk Anne Barksdale stated, the application has been reviewed and approved.

There were no public comments.

Oddo moved to approve Beer and Wine License – Publix Supermarket #1087 – 840 Glynn Street South for Gregory Washington. Shirley seconded the motion. Motion carried unanimously.

Mayor Johnson called Consider #0-5-16 – Enactment of Section 78-191 of Code (Cluster Mailboxes and Address Identification) – Second Reading.

City Manager Ray Gibson stated, this item will be tabled to give more time for review of the ordinance.

There were no public comments.

Stacy moved to table #0-5-16 – Enactment of Section 78-191 of Code (Cluster Mailboxes and Address Identification) for further review. Oddo seconded the motion. Motion carried unanimously.

Mayor Johnson called Consider R-7-16 – Transmit Capital Improvement Element (CIE) & Community Work Program (CWP) – Annual Update to Atlanta Regional Commission (ARC) & Department of Community Affairs (DCA) for review – Public Hearing.

Project Consultant Bill Ross (Bill Ross + Associates) discussed the procedure for the annual update.

Director of Community Development Brian Wismer added, each year the City is required to update its Capital Improvements Element and Community Work Program (formerly referred to as the Short Term Work Program) of the Comprehensive Plan. The 2016 update was prepared by Staff, along with a project consultant from Bill Ross + Associates. The Capital Improvements Element lists all of the Capital Improvements (CIE) that the City has planned. The Community Work Program (CWP) lists the City's planned major projects and a list of accomplishments detailing the progress that has been made on that list.

A transmittal resolution is needed to send these CIE and CWP documents to the Atlanta Regional Commission (ARC) and the Department of Community Affairs (DCA) for review and approval per the Development Impact Fee Compliance Requirements issued by the State of Georgia. Once that review is complete, staff will then present the information again to City Council for final adoption in June.

He said Staff requests approval of this Resolution to transmit the Capital Improvements Element and Community Work Program to ARC and DCA for review and approval.

There were no public comments.

Williams moved to approve R-7-16 – Transmit Capital Improvement Element (CIE) & Community Work Program (CWP) – Annual Update to Atlanta Regional Commission (ARC) & Department of Community Affairs (DCA) for review. Oddo seconded the motion. Motion carried unanimously.

New Business:

Mayor Johnson called R-8-16 – Proposed Job Descriptions/Revisions to Salary Pay Scale.

Director of Finance and Administration Mike Bush stated, the attached salary pay scale has three revisions for review and approval. The revision to the pay scale is to add three new positions to the list of approved positions within their respective grades. We will add a PURCHASING AGENT at a pay grade 19, we will also add an ACCOUNTANT at a pay grade 19, and finally we will add an ACCREDITATION MANAGER at a pay grade 22.

He explained, in preparing the job descriptions for the purchasing agent and accountant, we used surrounding cities and counties to determine what salary range each position should be given. Both

positions are a result of the new software we purchased that will be fully implemented during 2016 and 2017. The current system we have has not allowed us to create purchase orders electronically so that we can maintain proper budget encumbrances. We will be able to do this under the new software and we will need to have someone create all the PO's. This person will also be responsible for all RFP's, RFQ's and for going out and getting bids on items that need quotes. The accountant position will help supervise the accounting clerk position that will be vacant due to the new purchasing agent's position.

The police have always used a Captain's position to keep up with the State and CALEA accreditations and now want to have that position changed to conduct official police duties. As a result, they would like to create the position of ACCREDITATION MANAGER, which will be a civilian position, to help keep up with their accreditations. We were unable to find a position to compare this position to in the local area, so we are estimating the salary.

Stacy moved to approve R-8-16 – Proposed Job Descriptions/Revisions to Salary Pay Scale. Oddo seconded the motion. Motion carried unanimously.

Mayor Johnson called Consider R-9-16 – Designation of Private Driveway at 600 West Lanier Avenue to “Do Not Block Intersection” Status.

Public Services Director Chris Hindman stated that Staff has received a request from the property owner at 600 West Lanier Avenue to designate their private driveway on Grady Avenue to a “Do Not Block Intersection”. The concern is that traffic on Grady Avenue going northward toward Highway 54 blocks the intersection and traffic entering the commercial development. This ultimately backs up traffic on Grady Avenue going southbound all the way back to the traffic signal on Highway 54. There is also a concern of exiting traffic turning onto Grady Avenue from the commercial development due to the congestion.

He added, Staff has reviewed the request and has found that the traffic flow on Grady Avenue at the driveway location does back up and that exiting or entering through the driveway creates an impediment on Grady Avenue. Staff recommends approval of this resolution for the approval of the designation. This request is in compliance with Ordinance #0-6-16 regarding the vehicular blocking of intersections that do not meet the definition as outlined by the State of Georgia. The Police Department has also reviewed this request and is in support of the resolution.

Shirley moved to approve R-9-16 – Designation of Private Driveway at 600 West Lanier Avenue to “Do Not Block Intersection” Status. Stacy seconded the motion. Motion carried unanimously.

Mayor Johnson called Consider Bid Award – Summit Point Stormwater Management Pond Maintenance Project.

Public Services Director Chris Hindman said, Staff has reviewed the bids that were received on March 31, 2016 for the Summit Point Stormwater Management Pond Maintenance Project. The project consists of removal and disposal of accumulated sediment debris in the existing basins and

weirs to create positive drainage flow within the basins. The existing conditions cause water to accumulate within the basins and not draining properly. The project also includes the mowing of the underbrush and removal of certain trees and the re-establishment of the existing banks to meet current standards. Once the basins have been cleaned and re-established they will be turned over to the Summit Point Homeowner Association to own and maintain.

He added, Staff recommends the Bid Award go to Weatherup Construction LLC, in the amount of \$20,874.00. If approved, the project will be paid out of the stormwater reserve fund balance.

Williams moved to approve the Bid Award for Summit Point Stormwater Management Pond Maintenance Project go to Weatherup Construction LLC, in the amount of \$20,874.00. Shirley seconded the motion. Motion carried unanimously.

Mayor Johnson called Consider Approval – GA Power Lighting Agreement for Hood Ave./Hwy. 92 Realignment Project.

Public Services Director Chris Hindman said, as part of the Hood Avenue/S.R. 92 Realignment project, there will be 29 LED street lights added to illuminate the roadway. These are necessary to meet the illumination standards from the Georgia Department of Transportation (GDOT) and to meet pedestrian standards on the Church Street extension. The proposed LED light fixtures will be mounted on decorative poles that are 27' in height and fed underground to meet the desired look similar to the look that we have in the downtown area.

Staff requests approval of the attached Lease Agreement with Georgia Power for the initial price of \$189,400.00. This money has been budgeted through the realignment project as part of the utility relocation line item. There will be a monthly charge of \$807.65 increase which will be included in the budget and as an increase through the Public Works lighting line item.

Stacy moved to approve GA Power Lighting Agreement in the amount of \$189,400.00 plus a monthly charge of \$807.65. Brewer seconded the motion. Motion carried unanimously.

Mayor Johnson called Consider R-10-16 – Consider Non-Profit Funding Request for Fayette Senior Services.

Director of Finance and Administration Mike Bush said, the City of Fayetteville received a request from the Fayette Senior Services, Inc. in the amount of \$7,500. The last time we funded this request was in 2011 for the Fiscal Year 2012 (Aug. 2011 – July 2012.)

He added that Peachtree City also helps with funding for the Senior Center; they provide \$15,000 annually.

If this request is granted, we will add it to the 2017 budget that we are preparing for review in July.

Brewer moved to approve \$7,500.00 to Fayette Senior Services for FY 2017. Oddo seconded the motion. Motion carried unanimously.

Mayor Johnson called Consider R-11- 16 – Parcel 15 – Hood Ave./Hwy. 92 Realignment Project.

City Manager Ray Gibson stated, the City of Fayetteville has determined that development of this project requires the City to come to agreement to Sell in Lieu of Eminent Domain, Mitigation, and Abandonment of Property, with the Mayor being authorized to execute said Agreement on behalf of the City.

Development of the Project requires that the City acquire fee simple title to one parcel within Parcel 15 (the “Acquisition Tract”), one temporary construction easement appurtenant to Parcel 15 (the “Easement Tract”), and one permanent drainage easement as generally described in the Agreement attached.

He added, this resolution will allow the City Attorney to move forward and finalize the necessary agreements.

Shirley moved to approve R-11- 16 – Parcel 15 – Hood Ave./Hwy. 92 Realignment Project with the total amount of \$138,042.87 plus \$10,000.00 attorney’s fees. Oddo seconded the motion. Motion carried unanimously.

Mayor Johnson called Consider R-12-16 – Economic Development Strategy.

City Manager Ray Gibson provided background for the City’s Economic Development Strategy. He stated, on August 20, 2015 the City Council approved Resolution R-27-15 which supported the hiring of Garner Economics, LLC to prepare an economic development strategy for the City. Within the executed agreement the scope of the project for Garner was as follows:

1. Preparation of a comprehensive and holistic assessment of key forces driving the economy and its shifting dynamics;
2. Conduct an Assets and Challenges Assessment (A&C) of Fayetteville from the perspective of a site location consultant that facilitates investment decisions;
3. Preparation of recommendations for business targets suitable for the City based on their research and analysis; and,
4. Preparation of a set of implementable recommendations that the leadership in the City can utilize to enhance the economic well-being of the area and make Fayetteville a desirable business location and enhance its quality of place.

In completing the scope of work Garner produced three documents as follows:

1. Competitive Realities Report (CRR)
2. Business Industry and Target Validation by sector and sub-sector
3. Strategic Action Plan with Implementation Recommendations

He explained, the CRR is a compilation of local facts and data points with quantitative analysis and some subjective opinions noted in the Assets and Challenges Assessment. Together, the Assets and Challenges Assessment, Community Engagement Summary, and the Economic and Labor Analysis inform this process, upon which the strategy and its recommendations will be built.

The Business Industry and Target Validation by sector and sub-sector is a matrix consisting of four main sectors as follows: Small Business, Retail, and Film Production Support Services; Professional & Corporate Office Users; Computers & Technology; and, Health Services.

Lastly, the Strategic Action Plan and Implementation Recommendations is the final document outlining an economic game plan for the City of Fayetteville moving forward. The recommendations presented by Garner are divided into three categories as follows:

1. EXECUTE EFFECTIVELY (EFFECTIVE SERVICE DELIVERY)

- Reorganize the City's Community Development Department to effectively seize on current and future economic opportunities.
- Expand the existing Fayetteville Downtown Development Authority (DDA) to a more citywide Development Authority, encompassing the City's radius business district boundaries.
- Promote the existing Tax Allocation District (TAD) in the City of Fayetteville.
- Make the case for sustainable funding sources to improve the City's economic development infrastructure and identify catalytic programs to use the monies effectively.

2. ENHANCE THE PRODUCT (PRODUCT IMPROVEMENT)

- Recruit a vocational tech two-year college to Fayetteville.
- Develop a city-sponsored or city-owned Center for Visual and Performing Arts.
- Implement the key recommendations from the 2010 LCI Urban Study for Fayetteville, which will in turn help attract a younger population to live in Fayetteville.
- Create a plan to improve gateways into the City—including new signage, landscaping, and beautification initiatives.
- Provide the public free, high-speed Internet access to enhance the visitor and resident experience in the Core Business District and in disadvantaged neighborhoods where access is limited based on affordability.
- Conduct a downtown parking study that will recommend areas for parking growth.

3. TELL THE STORY (MARKETING)

- Create a separate economic development portal to enhance the City's website and address the needs of location consultants and potential investors.
- Partner with local and regional economic development allies to market the City.

- The City's economic development staff should engage Atlanta-area commercial developers about the City's value proposition.
- Re-brand (or create) a unified Fayetteville brand.

He added, Staff has reviewed the documents thoroughly and recommends approval of this Resolution to adopt the City of Fayetteville Economic Development Strategy.

Mr. Jay Garner, Garner Economics, LLC then discussed in detail the Economic Development Strategy for the City of Fayetteville with questions/feedback from the Council.

Stacy moved to approve R-12-16 – Economic Development Strategy for the City of Fayetteville. Oddo seconded the motion. Motion carried unanimously.

City Manager and Staff Reports:

City Manager Ray Gibson stated, our last GA Cities Week event will be held this Saturday, a 5K walk/run beginning at 9:00am at the Southern Ground Amphitheater and also ending at the Amphitheater.

Lunch on the Lawn scheduled for tomorrow has been cancelled due to inclement weather and will take place Friday, May 6th from 11:30 – 1:30 on the Old Courthouse lawn.

Mr. Gibson stated a Market Analysis meeting with Noell Consulting Group will be held May 2nd.

There will be a SPLOST Committee meeting this Monday at 6:00pm at City Hall.

Director of Community Development Brian Wismer stated, DDA held a dedication ceremony for the completion of the Downtown Mural tonight and it was well attended.

He also said the Holiday Dorsey Fife House Museum will hold Living History Days this weekend, 12:00 – 5:00 Saturday and Sunday.

City Council and Committee Reports:

Councilmember Brewer stated she would like to see a study on architecture within the city.

Mayor's Comments:

Mayor Johnson thanked Council and Staff for the input and work on moving forward with our downtown concept. He encouraged the community to continue providing their input on the plan.

Public Comments:

There was one public comment made by Greg Clifton who stated he was looking forward to the new downtown development.

Shirley moved to adjourn the meeting. Oddo seconded the motion. The motion carried unanimously.

Respectfully submitted,

Anne Barksdale, City Clerk



City of Fayetteville Police Department



760 Jimmie Mayfield Blvd. Fayetteville Georgia 30215
Telephone (770) 461-4441 Facsimile (770) 460-4243
www.fayetteville-ga.gov

Scott E. Pitts
Chief of Police

Jeffrey McMullan
Major

Jeffrey Harris
Captain

To: Ray Gibson, City Manager
Barbara Dudley, Human Resource Manager

From: Scott Pitts, Chief of Police 

Date: April 11, 2016

Ref: Recommendation for Above and Beyond Recognition

I respectfully request Officer Leslie Fluegeman be recognized for her efforts and compassion while assisting a family who was recently having to deal with a family member that had been a victim of sexual abuse. The family was distraught and obviously very upset when they came in to report this matter to the police. Officer Fluegeman remained with the family during this lengthy process and recognized they had not eaten in some time and was hungry, she purchased dinner for the family and had it brought to the police department so they could eat and not be apart from their family member.

Our officers are very competent in their jobs but, not to the point they lose the fact we are human and able to recognize when someone needs extra help especially when dealing with a significant situation as I have described above. Not every contact is enforcement related and when an officer makes the extra effort to show compassion and empathy it helps to build our relationship with the community we serve and lets them know they are not alone, we are here to help.

I am requesting Officer Leslie Fluegeman be recognized subject to city administrative policy 9.30 Above and Beyond Recognition and be recognized at an upcoming council meeting.



Memorandum

To: Chief Scott Pitts
From: Captain Greg Gross
CC: Major Jeff McMullan
Date: April 9, 2016
Re: Above and Beyond for Officer Fluegeman

Chief Pitts I'm bringing to your attention a generous and selfless act that Officer Fluegeman preformed on her on accord and without seeking any recognition for.

It was brought to my attention the other day by patrol officers within the department that on March 26, 2016 around 1840 hours, end of shift, Officer Fluegeman responded to the Fayetteville Police Department to take a report on a child that had been sexually molested and that she acted in a manner which I find to be above and beyond.

Through the investigation process it was determined that a six year male had been sexually molested by his uncle. All involved parties were obviously upset, distraut and concerned the childs welfare. Officer Fluegeman recognized this type of incident being one of great concern for all parties involved and took it upon herself to go a step further. With everything that was going on, the time it was taking for the interviews, knowing all parties were hungry and hadn't eaten, Fluegeman ordered pizza for the family and paid for it with her own money.

Officer Fluegeman went above and beyond and should be recognized. Even a little jesture such as this has a hugh impact on our Fayetteville community and there thoughts of law enforcement in general.

I would like for Officer Fluegeman to know we support her and recognize for her actions of professionalism in a time of importance.



City of Fayetteville

Police Department



760 Jimmie Mayfield Blvd. Fayetteville Georgia 30215
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Scott E. Pitts
Chief of Police

Jeffrey McMullan
Major

Jeffrey Harris
Captain

To: Ray Gibson, City Manager
Barbara Dudley, Human Resource Manager

From: Scott Pitts, Chief of Police 

Date: April 11, 2016

Ref: Recommendation for Above and Beyond Recognition

I respectfully request Captain Greg Gross be recognized for going above and beyond in assisting another agency arrest a combative suspect. On the evening of March 19, 2016 Officers of the Tyrone Police Department were attempting to apprehend a suspect who fled the scene of a motor vehicle accident. The officers located the suspect vehicle and a small vehicle pursuit ensued which ended just off Palmetto Road where Captain Greg Gross was off duty visiting family. Captain Gross heard the sirens and upon seeing the stop realized the officers were having difficulty controlling the suspect. He immediately ran to their aid, he identified himself and assisted the officers who had already exhausted appropriate levels of force and now had to go hands on with the suspect to gain control. Captain Gross's experience and abilities assisted the Tyrone Police Officers with gaining control of the suspect and helped to avoid further injuries to the officers and the suspect.

Please see a letter of gratitude from Chief Brandon Perkins of the Tyrone Police Department.

I am requesting Captain Greg Gross be recognized subject to city administrative policy 9.30 Above and Beyond Recognition and be recognized at an upcoming council meeting.



Tyrone Police Department

Brandon Perkins
Chief of Police

Van Brock
Major

April Spradlin
Public Safety Clerk

March 23, 2016

Chief Scott Pitts
Fayetteville Police Department
760 Jimmie Mayfield Blvd
Fayetteville, Georgia 30215

Chief Pitts,

I am writing to express our gratitude for the assistance provided to two of our officers by Captain Gross in the arrest of a combative suspect on the evening of March 19, 2016.

On the aforementioned date, our officers were dispatched to a single vehicle accident on Highway 74. While en route, they were advised that the vehicle involved was leaving the scene. The officers located the vehicle and a short pursuit ensued and ended on Palmetto Road at Spencer Lane. Once the driver was removed from the vehicle, he became combative and the use of OC and multiple strikes from an ASP baton were not effective in getting him under control, so the officers were forced to go hands on with him. At some point, Captain Gross came upon the scene, identified himself, and assisted Sgt. Collins and Ofc. Huddleston in getting the subject in handcuffs and under control.

Both of my officers expressed to me that Captain Gross' assistance enabled them to reach the best possible outcome in this situation and for that, we are truly grateful. Please pass on our gratitude to Captain Gross.

Respectfully,

A handwritten signature in black ink, appearing to read "Brandon Perkins".

Brandon Perkins
Chief of Police
Tyrone Police Department



CITY OF FAYETTEVILLE

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: Ray Gibson, City Manager

CC: Anne Barksdale, City Clerk

FROM: Alan Jones, Fire Chief/Assistant City Manager
Scott Pitts, Police Chief

DATE: 4/26/16

SUBJECT: American Legion Post 105 Award Recognition

American Legion Post 105 annually recognizes a member of each Fayette public safety agency through its Annual First Responder awards. The award is presented to individuals whose service stands out in their respective departments. The City of Fayetteville award recipients for 2016 are Firefighter Stephaene Core and Detective Scott Israel. Congratulations to both!



CITY OF FAYETTEVILLE

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: Ray Gibson, City Manager

CC: Mike Bush, Director Finance & Admin
Carleetha Talmadge, Assistant Director of Finance

FROM: Anne Barksdale, City Clerk

DATE: April 28, 2016

SUBJECT: Beer & Wine License for Fayette Discount Gas & Tobacco

This is a new licensee for Cheap Gas, Inc., d/b/a Fayette Discount Gas & Tobacco, located at 535 North Glynn St. for Kamruddin L. Hakani. All paperwork has been approved.

**FAYETTEVILLE POLICE DEPARTMENT
ALCOHOL LICENSE INVESTIGATIVE REPORT**

TO: License and Permits Department
FROM: Chief Scott Pitts
DATE: April 19, 2016
RE: Alcohol License Recommendation

The following is an Investigative Summary Recommendation for an Alcohol License for the Business/Applicant listed below.

Business Name: Fayette Discount Gas & Tobacco

Owner/Applicant: Kamruddin L. Hakani

Approved

Denied

Conditional

Fingerprint cards on file

RENEWAL

Change License Holder (New Owner/Business Name)



Scott Pitts, Chief of Police Or Designee
Fayetteville Police Department

FOR OFFICE USE ONLY



NOTICE OF PUBLIC HEARING

OFF-PREMISE CONSUMPTION OF ALCOHOL

Application has been made by the undersigned requesting the issuance of a license to sell Malt Beverages and/or Wine for Off Premise Consumption at the following location:

Business Name: CHEAP GAS Inc DBIA FAYETTE DISCOUNT GAS AND TOBACCO

Business Address: 535 N. GLYNN ST FAYETTEVILLE GA 30214

Applicant's Name: KAMRUDDIN L. HAKANI
(Please Print)

The application will be heard by the Mayor and Council of the City of Fayetteville, at City Hall, 240 South Glynn Street, during a public hearing to be held on:

May 5 2016 at 7:00 p.m.
Month Day Year

Applicant's Signature: Kamruddin



CITY OF FAYETTEVILLE

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: Ray Gibson, City Manager

CC: Alan Jones, Assistant City Manager/Fire Chief

FROM: Anne Barksdale, City Clerk

DATE: April 28, 2016

SUBJECT: #0-7-16 – Time Change and Format for Fayetteville City Council Meetings

This past year, Staff and City Council tried changing council meeting times and format in order to allow for more discussion, planning, and review of subject matter by having work sessions the first Thursday of each month at 6:00pm and regular council meetings the third Thursday of each month at 7:00pm.

Although a good idea at the time, and after a number of work sessions and council meetings, it was decided that the new format was not working as planned, so Staff discussed with Council about changing the format and time of the council meetings to regular meetings only (no work sessions) to begin at 6:00pm on the first and third Thursdays of each month.

Staff and Council may still choose to hold work sessions if needed, as well as called meetings.

After consulting with the city attorney, an ordinance to set this change in place has been drafted for Council's review. If approved, the new council meeting time and format will begin May 19th.

PUBLIC NOTICE

The Mayor and Council of the City of Fayetteville will hold a public hearing on Thursday, May 5, 2016 at 7:00 pm at Fayetteville City Hall, 240 South Glynn St., Fayetteville, GA 30214.

The purpose of this hearing is to consider changing the time and format of City Council meetings to be Regular Council Meetings beginning at 6:00pm on the first and third Thursday of each month.

The text of this ordinance shall be available at City Hall for public inspection during regular business hours of 8:00am – 5:00pm, Monday – Friday.

Anne Barksdale, City Clerk

770-719-4159

Proposed Ordinance: 0-7-16
Subject Matter: Revisions to Council Agenda – Meeting Time
Date First Presented at Council Public Meeting: 5-5-16
Date of Public Hearing and Adoption: 5-5-16
Date of Notice Published in Fayette County News: 4-20-16

CITY OF FAYETTEVILLE
COUNTY OF FAYETTE
STATE OF GEORGIA

ORDINANCE NUMBER #0-7-16
CITY OF FAYETTEVILLE, GEORGIA

PREAMBLE AND FINDINGS

AN ORDINANCE OF THE CITY OF FAYETTEVILLE

WHEREAS, the City of Fayetteville’s Mayor and Council has determined that the time of their City Council meetings, currently at 7:00pm should be changed to 6:00pm; and

WHEREAS, according to the City Charter, Sec. 2.06 (a), the time and place of Regular Council meetings shall be prescribed by ordinance; and

WHEREAS, based on recommendations of City Staff, and with concurrence of the City Council, the Mayor and Council agree to change the time of Regular City Council meetings to 6:00pm, to continue on the same meeting days being the first and third Thursday of each month, unless publicly announced otherwise.

THEREFORE, IT IS HEREBY ORDAINED AND ADOPTED by the Mayor and Council of the City of Fayetteville that: Regular City Council Meetings shall be at 6:00pm on the first and third Thursday of each month, unless publicly announced otherwise.

APPROVED BY THE MAYOR AND COUNCIL OF THE CITY OF FAYETTEVILLE at a regular meeting of the Fayetteville City Council on this 5th day of May, 2016 by the following voting for adoption:

Signatures appear on next page

Edward J. Johnson, Jr., Mayor

Scott Stacy, Mayor Pro Tem

Kathaleen Brewer, Councilmember

Attest:

Paul C. Oddo, Jr., Councilmember

Anne Barksdale, City Clerk

Harlan Shirley, Councilmember

James B. Williams, Councilmember



CITY OF FAYETTEVILLE

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager

FROM: Alan L. Jones, Fire Chief

DATE: April 26, 2016

SUBJECT: Statewide Mutual Aid Agreement

In 1999, the Federal Emergency Management Agency revised eligibility policies for reimbursement of labor and material expenses sustained by outside agencies providing disaster assistance to an impacted jurisdiction. These changes limited outside agency reimbursement to that assistance covered by a written agreement existing at the time the aid was rendered. These changes impacted the eligibility status of all counties and municipalities, both as a receiving or assisting agency.

In 2002, the Georgia Emergency Management Agency (GEMA) developed the Statewide Mutual Aid Agreement (SWMAA) to meet the requirements of the FEMA policy. Each county or municipality was required to sign the agreement to become a participating party. The purpose of the agreement was to eliminate the need for a jurisdiction to enact a separate assistance agreement with every outside jurisdiction that might be requested during a disaster. The City of Fayetteville became a participant in the agreement in July 2002.

The current SWMAA expired on March 1, 2016. GEMA-Homeland Security has developed a new agreement with a four-year initial term expiring on March 1, 2020. The new agreement is virtually identical to the previous agreement with some very minor adjustments and/or clarifications. The SWMAA is only in force during when a request is made to GEMA for assistance and would not impact any existing local agreements.

Staff respectfully requests approval of this agreement to ensure continued eligibility for reimbursement of expenses should our community request or provide outside disaster assistance. Thank you for your consideration of this matter.

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: _____

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to on authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

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

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

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

ARTICLE II
GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the agreement framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency aspects of resource shortages, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or a national security activity; and,
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III
ACKNOWLEDGEMENT OF PRINCIPLES

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

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

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

ARTICLE IV
PARTICIPATING PARTY RESPONSIBILITIES

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

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time they will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

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

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI
LIABILITY AND IMMUNITY

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

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

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

ARTICLE VII
RIGHTS AND PRIVILEGES

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

ARTICLE VII
REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers. Expenses that are to be reimbursed by the Requesting Party shall include the following:

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

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

ARTICLE VIII IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

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

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE IX
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2020. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE X
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

Chief Executive Officer - Signature

Chief Executive Officer – Print Name

County/Municipality: _____

Date: ____/____/____

GEMA/HS Director – Signature

GEMA/HS Director – Print Name

Date: ____/____/____

**RESOLUTION
R-13-16**

RESOLUTION OF THE CITY OF FAYETTEVILLE TO ENTER INTO A STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT.

WHEREAS, the State of Georgia is vulnerable to a wide range of emergencies, whether arising from natural or technological hazard, human caused disaster, civil emergency aspects of resource shortages, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or a national security activity; and,

WHEREAS, pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance; and,

WHEREAS, the Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies; and,

WHEREAS, this Statewide Mutual Aid and Assistance Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, and the Georgia Emergency Management Agency/Homeland Security (GEMA/HS); and,

WHEREAS, this mutual aid agreement is entered pursuant to and on authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

NOW THEREFORE BE IT RESOLVED, that the Mayor and Council of the City of Fayetteville, Georgia enter into the Statewide Mutual Aid and Assistance Agreement.

SO RESOLVED this 5th Day of May, 2016.

Edward J. Johnson, Jr., Mayor

Scott Stacy, Mayor Pro Tem

Attest:

Kathaleen Brewer, Councilmember

Anne Barksdale, City Clerk

Paul C. Oddo, Jr., Councilmember

Harlan Shirley, Councilmember

James B. Williams, Councilmember



CITY OF FAYETTEVILLE

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: Ray Gibson, City Manager

CC: Mike Bush, Director of Finance

FROM: Chris Hindman, Director of Public Services

DATE: 5/02/16

SUBJECT: 2016 Storm Drain Lining Project Bid Award

Staff has reviewed the 5 bids that were received on April 28, 2016 for the 2016 Storm Drain Lining Project. The project consists of lining approximately 2,700 linear feet of corrugated metal pipe of varying diameters from 18 inches to 72 inches in 7 stormwater systems located throughout the City. This project is part of our \$1,465,000 GEFA loan for stormwater repairs.

Staff recommends Bid Award to the low bidder Enviro Trenchless, LLC, in the amount of \$484,972.00.

I am attaching the Engineer's recommendation which includes the Certified Bid Tabulation.

May 2, 2016

Mr. Chris Hindman
Director of Public Services
City of Fayetteville
328 First Manassas Mile
Fayetteville, Georgia 30214

RE: 2016 Storm Drain Lining Project, Bid Award Recommendation

Dear Mr. Hindman:

On April 28th, 2016 – 2:00 pm, bids were opened and read aloud for the above referenced project. Our office evaluated five bids, summarized below.

Contractor	Bid Amount
Enviro Trenchless, LLC	\$484,972.00
Video Industrial Services, Inc	\$537,750.00
Layne Inliner, LLC	\$680,520.00
Vac Vision Environmental, LLC	\$854,577.00
IPR Southeast, LLC	\$1,107,800.00

Each bidder was required to submit a Bid Bond in the amount of 5% and a Statement of Qualifications. All bidders were considered responsive and responsible. Enviro Trenchless, LLC was the apparent low bidder.

ISE recommends the contract be awarded to Enviro Trenchless, LLC in the amount of \$484,972.00.

Please call with any questions.

Sincerely,
INTEGRATED SCIENCE & ENGINEERING, INC



Richard A. Greuel, P.E.
Senior Engineer