



AGENDA

WORK SESSION
OF MAYOR AND COUNCIL
CITY OF SNELLVILLE, GEORGIA
MONDAY, DECEMBER 13, 2021

Publication Date: December 9, 2021

TIME: 6:30 p.m.

DATE: December 13, 2021

PLACE: City Hall Conference Room 145

I. CALL TO ORDER

II. REVIEW REGULAR BUSINESS MEETINGS AND PUBLIC HEARING AGENDA ITEMS

III. REVIEW CORRESPONDENCE

IV. CITY ATTORNEY'S REPORT

V. DISCUSSION ITEMS

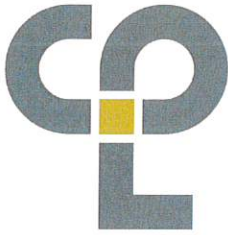
- a) Master Plan Update for TW Briscoe Park by Goodwyn Mills and Cawood [Bender]
- b) Update of Ongoing Projects [Bender]
- c) Sidewalk Survey/Engineering Proposal Review – Skyland Dr and Pinehurst Rd [Bender]
- d) Discussion of Police Patrol Operations [Bender]
- e) Veterans' Memorial Cleanup and Repair [Lenski]

VI. EXECUTIVE SESSION

An Executive Session may be called:

- To discuss pending and/or potential litigation, settlement claims, administrative proceedings or other judicial actions, which is exempt from the Open Meetings Act pursuant to O.C.G.A. Section 50-14-2(1).
- To authorize negotiations to purchase, dispose of, or lease property; authorize the ordering of an appraisal related to the acquisition or disposal of real estate; enter into a contract to purchase, dispose of, or lease property subject to approval in a subsequent public vote; or enter into an option to purchase, dispose of, or lease real estate subject to approval in subsequent public vote, which is excluded from the Open Meetings Act pursuant to Section 50-14-3(b)(1)(C).
- Upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee, which is excluded pursuant to O.C.G.A. Section 50-14-3(b)(2).

VII. ADJOURNMENT



Clark Patterson Lee
ARCHITECTURE | ENGINEERING | PLANNING

November 22, 2021

Butch Sanders, City Manager
City of Snellville
2342 Oak Road, SW
Snellville, GA 30078

Via email: bsanders@snellville.org

Skyland Sidewalk Improvements Project

RE: Civil Engineering & Surveying services related to design of proposed sidewalk from end of the existing sidewalk south of intersection of Eldorado Place & Skyland Drive thence continue southeasterly for approximately 3,600 LF up to the intersection of Skyland and Rockdale Circle.

Dear Mr. Sanders,

Clark Patterson Lee (CPL) is pleased to provide this proposal to provide surveying & civil engineering consulting services as follows.

Scope of Work – Skyland Drive Sidewalk

- **Survey – Field survey of proposed route including property line and right of way in support of the proposed sidewalk route. All visible and 811 located utilities will be included in the final product in digital format for use in the design process.**
- **Unit price is provided for any easement exhibits necessary to avoid sidewalk conflicts.**

Civil Engineering Sidewalk plans

- 1. This exercise is specifically related to providing construction documents for contractors use in adding 5' wide concrete sidewalk with 24" curb & gutter, 2' grass strip from the south side of Eldorado Place & Skyland Drive continuing along the north and east side of Skyland Drive up to north side of second Rockdale Circle intersection, including ramps and crosswalks. Design will take into account repositioning/updating existing sidewalk from northern Rockdale Circle to just past Springdale Drive.**
- 2. Using field data collected in the surveying process, we will design approximately 3,600 lf of sidewalk improvements & crosswalks.**
- 3. Plans will include erosion control measures associated with the proposed construction.**
- 4. We understand that easement(s) exhibits may be required for the adjacent property and preparation of the exhibit for this exercise is included on an as needed basis for each exhibit.**

3011 Sutton Gate Drive
Suite 130
Snellville, GA 30024
clarkpatterson.com
770.831.9000 TEL
770.831.9243 FAX



Fee Proposal – Skyland Drive Sidewalk

CPL will perform the above referenced scope of work for the following fee, which will be billed as indicated:

Survey

- | | |
|---|-----------------|
| 1. Field run topography with property lines along the right of way. | \$ 21,275.00 LS |
| 2. Underground utility locates | \$ 4,025.00 LS |
| 3. Easement Exhibit packet– each if needed | \$ 1,100.00 LS |

Sidewalk plans

- | | |
|--|-----------------|
| 4. Cover, Site, Grading & detail plans | \$ 34,750.00 LS |
| 5. Erosion Control plans & details | \$ 4,500.00 LS |
| 6. | |

Project Total –Skyland Drive - all activities (except Easement Exhibit(s)) \$ 64,550.00

LS =Lump Sum NTE = Not to Exceed without authorization

We will not exceed the estimated budget without authorization.

Direct expenses will be billed at cost plus 15%.

Direct expenses include, but are not limited to, reproduction cost, courier service, mileage, telephone/fax cost, etc.

Allowance for mileage and copies for budgeting purposes is estimated to be approximately \$ 550.00



TERMS AND CONDITIONS:

This agreement shall be administered in accordance with the Terms and Conditions listed in Appendix "A" and the hourly rates listed in Appendix "B" attached hereto.

This document together with the exhibits and/or appendices identified herein constitutes the entire understanding between City of Snellville and CPL with respect to the work to be performed by CPL for the benefit of City of Snellville and may only be modified in writing signed by both parties. Please sign and return the enclosed copy of this letter if this document satisfactorily sets forth the understanding of the arrangement between City of Snellville and CPL. Receipt of the signed agreement will serve as our notice to proceed. This Contract will be open for acceptance for twenty days from the date of this letter.

We look forward to working with you on this project.

Sincerely,

CLARK PATTERSON LEE

Larry A. Genn

Larry Genn, P.E.
Principal Associate

cc: file

Accepted this _____ day of _____, 2021

By: _____ Title: _____



APPENDIX "A" TERMS AND CONDITIONS

1. Clark Patterson Lee (hereinafter called "CPL") shall perform the services defined in this Letter Agreement and Client agrees to pay CPL for said services as set forth below.
2. All documents including Drawings and Specifications prepared by CPL are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CPL for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to CPL; and Client shall indemnify and hold harmless CPL from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CPL to further compensation at rates to be agreed upon by Client and CPL.
3. Client agrees to additionally compensate CPL for services resulting from significant changes in general scope of Project, for revising previously accepted reports, studies, design documents, or Contract Documents, or for delays caused by others rather than CPL.
4. Construction cost estimates prepared by CPL represent CPL's best judgment as professionals familiar with the construction industry. It is recognized, however, that CPL has no control over cost of labor, materials, or equipment, over contractors' methods of determining bid prices, or over competitive bidding or market conditions. CPL cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from cost estimates prepared by CPL.
5. If requested by Client or if required by the scope of services of the Agreement, CPL shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents. However, CPL shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. CPL shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the contractor, subcontractors, or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.
6. Surveying will be provided as stated in the Agreement. Surveying provided on an hourly basis will be charged with a 4-hour minimum at the hourly rates in effect at the time the service is performed. Replacement of survey markers resulting from contractor disturbance or vandalism will be accomplished on an hourly basis.
7. The cost of permits, fees, toll telephone calls, courier service, reproduction of reports, Drawings, and Specifications, transportation in connection with the Project, and other out of pocket expenses will be reimbursed to CPL by Client at cost plus 15%.
8. CPL shall submit monthly statements for services rendered and for reimbursable expenses incurred. Statements will be based upon CPL's time of billing. Payment is due upon receipt of CPL's Statement. If Client fails to make any payment due CPL for services and expenses within 30 days after the date of CPL's statement therefore, the amounts due CPL shall include a charge at the rate of 1.5% per month (18% per annum), or portion thereof, from said 30th day, and, in addition, CPL may, after giving 7 days' written notice to Client, suspend services under this Agreement until CPL has been paid in full all amounts due CPL are collected through an attorney or collection agency, Client shall pay all fees and costs of collection.
9. This Agreement may be terminated by either party upon 7 days' written notice should the other party fail substantially to perform in accordance with its terms through no fault to the party initiating termination, or in the event Project is cancelled. In the event of termination, CPL shall be paid the compensation plus Reimbursable Expenses due for services performed to termination date.
10. This Agreement shall be governed by the laws of the State of Georgia. Liability shall be limited to amount of the fees paid for professional services.
11. The services to be performed by CPL under this Agreement are intended solely for the benefit of the Client. Nothing contained herein shall confer any rights upon or create any duties on the part of CPL toward any persons not a party to this Agreement including, but not limited to, any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.
12. Client and CPL each binds himself and his partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither Client nor CPL shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other; however, CPL may employ others to assist in the carrying out of duties under this Agreement.



APPENDIX "B"
CPL HOURLY RATES

PRINCIPAL ENGINEER	\$180 - \$225/HR
PROJECT MANAGER	\$135 - \$165/HR
SR. STAFF ENGINEER / SR. ARCHITECT	\$ 110 - \$125/HR
STAFF ENGINEER / ARCHITECT	\$ 90 - \$105/HR
JR. ENGINEER / JR. ARCHITECT	\$ 75 - \$85/HR
DESIGNER / DRAFTPERSON	\$ 60 - \$70/HR
JR. DESIGNER / DRAFTPERSON	\$ 50 - \$55/HR
ADMIN SUPPORT	\$ 40 - \$50/HR
SECRETARIAL	\$ 38/HR
AUTO MILEAGE	\$ 0.56/Mile
MISCELLANEOUS	COST PLUS 15%



Clark Patterson Lee
ARCHITECTURE | ENGINEERING | PLANNING

November 22, 2021

Butch Sanders, City Manager
City of Snellville
2342 Oak Road, SW
Snellville, GA 30078

Via email: bsanders@snellville.org

Pinehurst Road Sidewalk Improvements Project

RE: Civil Engineering & Surveying services related to design of proposed sidewalk from end of the existing sidewalk on north side of Pinehurst Road just south of North Road thence continue southeasterly along the north side of Pinehurst Road for approximately 3,300 LF up to the intersection of Pinehurst Road and Valley Creek Circle.

Dear Mr. Sanders,

Clark Patterson Lee (CPL) is pleased to provide this proposal to provide surveying & civil engineering consulting services as follows;

Scope of Work – Pinehurst Road Sidewalk

- **Survey – Field survey of proposed route including property line and right of way in support of the proposed sidewalk route. All visible and 811 located utilities will be included in the final product in digital format for use in the design process.**
- **Unit price is provided for any easement exhibits necessary to contend with sidewalk conflicts.**

Civil Engineering Sidewalk plans

- 1. This exercise is specifically related to providing construction documents for contractors use in adding 5' wide concrete sidewalk with 24" curb & gutter, 2' grass strip from the existing sidewalk on north side of Pinehurst Road just south of North Road continuing along the north and east side of Pinehurst road up to north side of Valley Creek Circle intersection, including ramps and crosswalks.**
- 2. Using field data collected in the surveying process, we will design approximately 3,300 lf of sidewalk improvements & crosswalks.**
- 3. Plans will include erosion control measures associated with the proposed construction.**
- 4. We understand that easement(s) exhibits may be required for the adjacent property and preparation of the exhibit for this exercise is included on an as needed basis for each exhibit.**

3011 Sutton Gate Drive
Suite 130
Snellville, GA 30024
clarkpatterson.com
770.831.9000 TEL
770.831.9243 FAX



Fee Proposal – Pinehurst Road Sidewalk

CPL will perform the above referenced scope of work for the following fee, which will be billed as indicated:

Survey

- | | |
|---|-----------------|
| 1. Field run topography with property lines along the right of way. | \$ 21,125.00 LS |
| 2. Underground utility locates | \$ 3,450.00 LS |
| 3. Easement Exhibit packet – each if needed | \$ 1,100.00 LS |

Sidewalk plans

- | | |
|--|-----------------|
| 4. Cover, Site, Grading & detail plans | \$ 31,950.00 LS |
| 5. Erosion Control plans & details | \$ 4,000.00 LS |

Project Total –Skyland Drive - all activities (except Easement Exhibit(s)) \$ 59,525.00

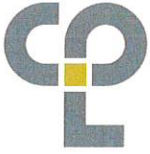
LS =Lump Sum NTE = Not to Exceed without authorization

We will not exceed the estimated budget without authorization.

Direct expenses will be billed at cost plus 15%.

Direct expenses include, but are not limited to, reproduction cost, courier service, mileage, telephone/fax cost, etc.

Allowance for mileage and copies for budgeting purposes is estimated to be approximately \$ 550.00



TERMS AND CONDITIONS:

This agreement shall be administered in accordance with the Terms and Conditions listed in Appendix "A" and the hourly rates listed in Appendix "B" attached hereto.

This document together with the exhibits and/or appendices identified herein constitutes the entire understanding between City of Snellville and CPL with respect to the work to be performed by CPL for the benefit of City of Snellville and may only be modified in writing signed by both parties. Please sign and return the enclosed copy of this letter if this document satisfactorily sets forth the understanding of the arrangement between City of Snellville and CPL. Receipt of the signed agreement will serve as our notice to proceed. This Contract will be open for acceptance for twenty days from the date of this letter.

We look forward to working with you on this project.

Sincerely,

CLARK PATTERSON LEE

Larry A. Genn

Larry Genn, P.E.
Principal Associate

cc: file

Accepted this _____ day of _____, 2021

By: _____ Title: _____



APPENDIX "A" TERMS AND CONDITIONS

1. Clark Patterson Lee (hereinafter called "CPL") shall perform the services defined in this Letter Agreement and Client agrees to pay CPL for said services as set forth below.
2. All documents including Drawings and Specifications prepared by CPL are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CPL for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to CPL; and Client shall indemnify and hold harmless CPL from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CPL to further compensation at rates to be agreed upon by Client and CPL.
3. Client agrees to additionally compensate CPL for services resulting from significant changes in general scope of Project, for revising previously accepted reports, studies, design documents, or Contract Documents, or for delays caused by others rather than CPL.
4. Construction cost estimates prepared by CPL represents CPL's best judgment as professionals familiar with the construction industry. It is recognized, however, that CPL has no control over cost of labor, materials, or equipment, over contractors' methods of determining bid prices, or over competitive bidding or market conditions. CPL cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from cost estimates prepared by CPL.
5. If requested by Client or if required by the scope of services of the Agreement, CPL shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents. However, CPL shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. CPL shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the contractor, subcontractors, or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.
6. Surveying will be provided as stated in the Agreement. Surveying provided on an hourly basis will be charged with a 4-hour minimum at the hourly rates in effect at the time the service is performed. Replacement of survey markers resulting from contractor disturbance or vandalism will be accomplished on an hourly basis.
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10. This Agreement shall be governed by the laws of the State Georgia. Liability shall be limited to amount of the fees paid for professional services.
11. The services to be performed by CPL under this Agreement are intended solely for the benefit of the Client. Nothing contained herein shall confer any rights upon or create any duties on the part of CPL toward any persons not a party to this Agreement including, but not limited to, any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.
12. Client and CPL each binds himself and his partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither Client nor CPL shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other; however, CPL may employ others to assist in the carrying out of duties under this Agreement.



APPENDIX "B"
CPL HOURLY RATES

PRINCIPAL ENGINEER	\$180 - \$225/HR
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SR. STAFF ENGINEER / SR. ARCHITECT	\$ 110 - \$125/HR
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DESIGNER / DRAFTPERSON	\$ 60 - \$70/HR
JR. DESIGNER / DRAFTPERSON	\$ 50 - \$55/HR
ADMIN SUPPORT	\$ 40 - \$50/HR
SECRETARIAL	\$ 38/HR
AUTO MILEAGE	\$ 0.56/Mile
MISCELLANEOUS	COST PLUS 15%

From: [REDACTED]
Sent: Friday, December 3, 2021 10:41 AM
To: Bender, Barbara <bbender@snellville.org>
Subject: Police issue

CAUTION: This email originated from outside the City of Snellville Network. Maintain caution when opening external links/attachments

Hey,
I've been working in the area for several months now, and I keep noticing 3-4 cops in the same area on rockdale cir, and Skyland dr. I received a speeding ticket for 47 in a 30. Problem is I was following 3 other cars at same pace and I got pulled over. Office said he had his laser on my car. I have a radar/laser detection device in my car so I know that he wasn't on me. Also a lot of information on the citation is wrong, because they were just writing them so fast they had pulled over 2 other cars in the time I was getting my tickets. Also it's directly after a construction site where speed limit is 25 and then changes.

I went to the police department and the supervisor told me those cops do not go on emergency calls or anywhere else. Because residents complained of speeding they now pay 3-4 units to stay there all day in seems since October I've seen them out there. With current political climate for people wanting to defund the police I, and general police job shortages, I find it baffling that the city is literally paying 3-4 units full time to sit and do speed traps everyday.

Is this something that you and the council can discuss? Or is this something you support?

The City of Snellville
2342 Oak Road
Snellville, Georgia 30078
(770) 985-3500 • FAX (770) 985-3525



AGENDA

PUBLIC HEARING & REGULAR BUSINESS MEETING
OF MAYOR AND COUNCIL
CITY OF SNELLVILLE, GEORGIA
MONDAY, DECEMBER 13, 2021

Publication Date: December 9, 2021

TIME: 7:30 p.m.

DATE: December 13, 2021

PLACE: Council Chambers

- I. CALL TO ORDER
- II. INVOCATION
- III. PLEDGE TO THE FLAG
- IV. CEREMONIAL MATTERS
- V. MINUTES
Approve the Minutes of the November 8, 2021 Meetings and the November 29, 2021 Special Called Meetings
- VI. INVITED GUESTS
None
- VII. COMMITTEE / DEPARTMENT REPORTS
- VIII. APPROVAL OF THE AGENDA
- IX. PUBLIC HEARING
None
- X. CONSENT AGENDA (Please see *Note)
- XI. OLD BUSINESS
- XII. NEW BUSINESS
 - a) Mayor's Nomination and Council Confirmation of Jared Eakins to Snellville Tourism and Trade Post 3 [Bender]

- b) Mayor's Nomination and Council Confirmation of Stephanie McDonald to Snellville Tourism and Trade Post 5 [Bender]
- c) Consideration and Action on Award of Bid for the South Crestview Drainage Improvement [Bender]
- d) Consideration and Action on Approval of Briscoe Park Pool Filter Replacement [Bender]
- e) Consideration and Action on RES 2021-10 Moratorium on Snellville-Shareable Dockless Mobility Devices [Bender]
- f) Consideration and Action on Surplus of Police Vehicles [Bender]
 - i. 2009 Chevrolet Tahoe 1GNEC03089R224870
 - ii. 2009 Dodge Charger 2B3KA43TX9H630069
 - iii. 2013 Dodge Charger 2C3CDXAG7DH696352
 - iv. 2008 Dodge Charger 2B3KA43H78H285948

XIII. COUNCIL REPORTS

XIV. MAYOR'S REPORT

XV. PUBLIC COMMENTS

- Section 2-53
Each member of the public who wishes to address the Mayor and City Council in public session must submit their name, address and the topic (be as specific as possible) of their comments to the City Clerk prior to making such comments. Individuals will be allotted five minutes to make their comments and such comments must be limited to the chosen topic. Members of the public shall not make inappropriate or offensive comments at a City Council meeting and are expected to comply with our adopted rules of decorum.
- Decorum
You must conduct yourself in a professional and respectful manner. All remarks should be directed to the Chairman and not to individual Council Members, staff or citizens in attendance. Personal remarks are inappropriate.

XVI. EXECUTIVE SESSION

An Executive Session may be called:

- To discuss pending and/or potential litigation, settlement claims, administrative proceedings or other judicial actions, which is exempt from the Open Meetings Act pursuant to O.C.G.A. Section 50-14-2(1).
- To authorize negotiations to purchase, dispose of, or lease property; authorize the ordering of an appraisal related to the acquisition or disposal of real estate; enter into a contract to purchase, dispose of, or lease property subject to approval in a subsequent public vote; or enter into an option to purchase, dispose of, or lease real estate subject to approval in subsequent public vote, which is excluded from the Open Meetings Act pursuant to Section 50-14-3(b)(1)(C).
- Upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee, which is excluded pursuant to O.C.G.A. Section 50-14-3(b)(2).

XVII. ADJOURNMENT

***Note: Items on the Consent Agenda may be read by title only. Upon the request of any Council Member, any item may be removed from the Consent Agenda and placed on the Regular Agenda prior to the adoption of the Regular Agenda. The Consent Agenda, or the remainder thereof omitting the challenged items, shall be adopted by unanimous consent.**

CITY OF SNELLVILLE
MEETINGS AND LOCAL EVENTS
DECEMBER 13, 2021

December 13

Council Meeting

Monday, December 13, 2021

6:30 pm Work Session – Conference Room 145, City Hall

7:30 pm Meeting - Council Chambers, City Hall

December 14

Board of Appeals Meeting

Tuesday, December 14, 2021

7:00 pm to 8:00 pm – Community Room

December 15

DDA Meeting

Wednesday, December 15, 2021

4:00 pm to 5:00 pm

City Hall Room 259, Second Floor

December 18

Snellville Winter Farmers' Market

Saturday, December 18, 2021

9:00 am to Noon

City Hall Parking Lot

December 19

Broadcast of 12/13/21 Council Meeting

Sunday, December 19, 2021

Watch the broadcast of the 11/8/21 Council Meeting on Comcast Channel 25 at 6:30 pm

December 23 – 24

City Offices Closed for Christmas Holiday

(With the exception of Emergency Services

Thursday & Friday, December 23 & 24, 2021

Will reopen on Monday, December 27, 2021

December 27

Council Meeting

Monday, December 13, 2021

TBD



WORK SESSION
OF MAYOR AND COUNCIL
CITY OF SNELLVILLE, GEORGIA
MONDAY, NOVEMBER 8, 2021

Present: Mayor Barbara Bender, Mayor Pro Tem Dave Emanuel, Council Members Solange Destang, Cristy Lenski, Gretchen Schulz and Tod Warner. Also present City Manager Butch Sanders, Assistant City Manager Matthew Pepper, City Attorney Chuck Ross and Attorney Jay Powell with Powell and Edwards Attorneys at Law, Chief Greg Perry, Captain John Tainter, Planning and Development Director Jason Thompson, City Planner Josh Ferguson, Public Information Officer Brian Arrington, and City Clerk Melisa Arnold.

CALL TO ORDER

Mayor Bender called the meeting to order at 6:30 p.m.

REVIEW REGULAR BUSINESS MEETINGS AND PUBLIC HEARING AGENDA ITEMS

The conditions for ANX 21-02, LUP 21-05, RZ 21-05, Scenic Pointe LLC were discussed. Recommended changes to conditions eight (8), nine (9), and thirteen (13) were discussed for RZ 21-05.

REVIEW CORRESPONDENCE

None

CITY ATTORNEY'S REPORT

Attorney Ross gave an update on the property maintenance of the old Summit Chase golf course. He advised the owner will clean up the property or it can be addressed at the next court date which is December 18th.

DISCUSSION ITEMS

Update of Ongoing Projects [Bender]

City Manager Sanders gave an update on current projects. He advised there will be a topping out ceremony of the new parking deck on December 2nd at 11 a.m.

Discussion about the Future Land Use Map Amendment for the Kroger Marketplace Property [Bender]

Planning Director Thompson advised there has been interest in the undeveloped property. He asked Council to review information given to them about possibly including it in the Activity Node for mixed use.

Discussion of Snellville Tourism and Trade Board Nominations [Bender]

Mayor Bender explained that Council has two appointments on the STAT board and there are three applicants. One of the applicants, Jared Eakins will be a reappointment but asked Council to

City of Snellville Administration Department

WORK SESSION OF MAYOR AND COUNCIL
MONDAY, NOVEMBER 8, 2021
PAGE TWO

review the applications for Debra Pennington and Stephanie McDonald and make a recommendation at the December meeting for appointment.

Mayor and Council held discussion about the November 22, 2021 meeting and consensus was to cancel it.

EXECUTIVE SESSION

None

ADJOURNMENT

Mayor Pro Tem Emanuel made a motion to adjourn, 2nd by Council Member Schulz; voted 6 in favor and 0 opposed, motion approved. The meeting adjourned at 7:16 p.m.

Barbara Bender, Mayor

Melisa Arnold, City Clerk



PUBLIC HEARING & REGULAR BUSINESS MEETING
OF MAYOR AND COUNCIL
CITY OF SNELLVILLE, GEORGIA
MONDAY, NOVEMBER 8, 2021

Present: Mayor Barbara Bender, Mayor Pro Tem Dave Emanuel, Council Members Solange Destang, Cristy Lenski, Gretchen Schulz and Tod Warner. Also present City Manager Butch Sanders, Assistant City Manager Matthew Pepper, City Attorney Chuck Ross and Attorney Jay Powell with Powell and Edwards Attorneys at Law, Chief Greg Perry, Captain John Tainter, Planning and Development Director Jason Thompson, City Planner Josh Ferguson, Public Information Officer Brian Arrington, and City Clerk Melisa Arnold.

CALL TO ORDER

Mayor Bender called the meeting to order at 7:30 p.m.

INVOCATION

Chaplain Jackie Turner gave the invocation.

PLEDGE TO THE FLAG

Jay Crowley led the Pledge of Allegiance.

CEREMONIAL MATTERS

Administer Oath of Office to Council Member Post 3 - Cristy Lenski

City Clerk Melisa Arnold administered the Oath of Office to Council Member Lenski.

Administer Oath of Office to Council Member Post 4 - Gretchen Schulz

City Clerk Melisa Arnold administered the Oath of Office to Council Member Schulz.

Administer Oath of Office to Council Member Post 5 – Tod Warner

City Clerk Melisa Arnold administered the Oath of Office to Council Member Warner.

PRO 2021-17 – Life Saving Actions of Officer Devries and Officer Thorpe

PRO 2021-18 – Life Saving Actions of Officer Devries and Officer Thorpe

Mayor Bender read the proclamations into the record and presented them to Officer Devries and Officer Thorpe.

MINUTES

Approve the Minutes of October 25, 2021 Meetings

Mayor Pro Tem Emanuel made a motion to approve the minutes of the October 25, 2021 meetings, 2nd by Council Member Warner; voted 6 in favor and 0 opposed, motion approved.

City of Snellville Administration Department

2342 Oak Road Snellville, GA 30078 770-985-3500 770-985-3525 Fax www.snellville.org

INVITED GUESTS

None

COMMITTEE / DEPARTMENT REPORTS

None

APPROVAL OF THE AGENDA

Council Member Lenski made a motion to approve the agenda as presented, 2nd by Mayor Pro Tem Emanuel; voted 6 in favor and 0 opposed, motion approved.

PUBLIC HEARING

2nd Reading - ANX 21-02 LUP 21-05 RZ 21-05 – Consideration and Recommendation on Applications by Scenic Pointe, LLC (Applicant) The Lillian Margene Moulder Trust (Property Owner) Requesting: 1) Annexation To The Municipal Boundary Of The City Of Snellville, Georgia; 2) To Amend the Snellville 2040 Comprehensive Plan Future Land Use Map To Commercial Retail; 3) To Amend The Official Zoning Map To BG (General Business) District; And 4) Request For Variances From The Unified Development Ordinance For The 8.93± Site Tract Located At 1498 Scenic Highway, Snellville For A Mixed Retail, Commercial, Office Subdivision Development (Tax Parcel 5074 007)

Planning Director Thompson gave an overview of the application. He advised the Planning Commission and Planning Department recommend approval with conditions.

Jack Wilson, 10 Lumpkin Street, Lawrenceville was present representing the applicant Scenic Pointe, LLC. He talked about best use for the property and reviewed the details of the proposed plan and answered questions of the Mayor and Council.

Mayor Bender opened the floor to public comment and the following people spoke:

Gaye Bruce, 1710 Woodbury Run Drive, Snellville was in favor of the annexation but expressed concerns over the design of the proposed development. She brought up the issue of a campaign donation to Council Member Warner by Ronnie DeThomas, the applicant.

Council Member Warner recused himself and left the room at 8:25 p.m.

Jesse Hunter, 1434 North Road, Snellville spoke about the proposed development. He expressed concern over the North Road access, the buffer size, and noise from twenty four hour establishments.

Ashley Griffin, 1630 Willowbend Way, Snellville, expressed concern over access to North Road and noise from twenty four hour businesses.

When no one else came forward Mayor Bender closed the public comments.

Mr. Wilson came forward and advised that campaign donations are permitted and protected under State law. He explained that the Stratford Road cut through to North Road is necessary because the future plan for North Road is to become a cul-de-sac. He addressed the other concerns such as the buffer size and noise.

PUBLIC HEARING & REGULAR BUSINESS OF MAYOR AND COUNCIL
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Council Member Schulz made a motion to approve ANX 21-02 with reference to ORD 2021-20, 2nd by Council Member Destang; voted 5 in favor and 0 opposed, motion approved.

Council Member Lenski made a motion to approve LUP 21-05 with reference to ORD 2021-21, 2nd by Mayor Pro Tem Emanuel; voted 5 in favor and 0 opposed, motion approved.

Council Member Lenski made a motion to approve RZ 21-05 with the following changes in conditions to ORD 2021-22:

Condition #6 Change sentence to Prior to sign construction to final design to be approved by Mayor and Council, change condition #8 to read Buffer shall be as shown on sheet R-2, dated 10/26/2021, with the addition of an 8 foot opaque fence built at the earliest possible time to be built at the interior side of the planted buffer and to be approved by Director of Planning and Development. Fence shall extend the length of the planted buffer along North Road and Stratford Drive. Planted evergreens in the planted buffer shall be a minimum of 8 feet in height where available”, strike condition #9, and add condition #13 Any deliveries and garbage pick-ups shall be at times as specified in the Snellville Noise Ordinance.

Mayor Bender asked Jack Wilson, representing the applicant, if they accepted the changes in conditions and he advised that they were acceptable.

The motion was seconded by Mayor Pro Tem Emanuel; voted 5 in favor and 0 opposed, motion approved.

Council Member Warner returned to the meeting at 8:43 p.m.

CONSENT AGENDA

None

OLD BUSINESS

None

NEW BUSINESS

Consideration and Action on Ratifying the Results of the November 2, 2021 General Election
[Bender]

Mayor Bender read the results into the record:

Council Post 3

Cristy Lenksi – 1,260 votes

Council Post 4

Gretchen Schulz – 1,263 votes

Council Post 5

Catherine Hardrick – 685 votes

Tod Warner – 886 votes

**PUBLIC HEARING & REGULAR BUSINESS OF MAYOR AND COUNCIL
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Mayor Pro Tem Emanuel made a motion to ratify the results, 2nd by Council Member Destang; voted 6 in favor and 0 opposed, motion approved.

COUNCIL REPORTS

Council Members Destang, Warner, Lenski, Schulz, and Mayor Pro Tem Emanuel each gave a report.

MAYOR'S REPORT

Mayor Bender gave a report.

PUBLIC COMMENTS

Lisamarie Bristol, 4505 Shoemark Drive, Snellville
Rebecca Mitchell, 3332 Crossing Drive, Snellville
Catherine Hardrick, 2280 Buckley Trail, Snellville

EXECUTIVE SESSION

None

ADJOURNMENT

Mayor Pro Tem Emanuel made a motion to adjourn, 2nd by Council Member Warner; voted 6 in favor and 0 opposed, motion approved. The meeting adjourned at 9:01 p.m.

Barbara Bender, Mayor

Melisa Arnold, City Clerk



SPECIAL CALLED WORK SESSION
OF MAYOR AND COUNCIL
CITY OF SNELLVILLE, GEORGIA
MONDAY, NOVEMBER 29, 2021

Present: Mayor Barbara Bender, Mayor Pro Tem Dave Emanuel, Council Members Solange Destang, Cristy Lenski, Gretchen Schulz and Tod Warner. Also present City Manager Butch Sanders, Assistant City Manager Matthew Pepper, City Attorney Chuck Ross and Attorney Jay Powell with Powell and Edwards Attorneys at Law, Chief Greg Perry, Public Information Officer Brian Arrington, and City Clerk Melisa Arnold.

CALL TO ORDER

Mayor Bender called the meeting to order at 6:30 p.m.

DISCUSSION ITEMS

Street Light Repair Update [Destang]

Council Member Destang advised that a tour of the City was conducted recently to look at street lights that are not working. She, along with City Manager Sanders and Assistant City Manager Peppers, met with a representative from Walton EMC to see what they could do to facilitate the repair of the lights and they intend to tour the City again and have another meeting with Walton EMC to continue the process.

Towne Center Market Design Discussion [Bender]

Kirk Demetrops with MidCity Partners and Tim Vaccaro with Place Maker Design presented a draft design of the Mercantile Building at The Grove at Towne Center. Discussion was held about the draft and whether it was acceptable to the City. Consensus was that the overall design was acceptable with modifications. Place Maker Design will continue to update the design and present Mayor and Council with an update.

EXECUTIVE SESSION

Mayor Bender read the closed meeting notice into the record as follows:

- To discuss pending and/or potential litigation, settlement claims, administrative proceedings or other judicial actions, which is exempt from the Open Meetings Act pursuant to O.C.G.A. Section 50-14-2(1).

Upon a motion by Mayor Pro Tem Emanuel, 2nd by Council Member Schulz, the meeting was closed, with all Council Members and the Mayor present and voting in favor.

The meeting was closed at 7:25 p.m.

The meeting reconvened at 7:27 p.m.

SPECIAL CALLED WORK SESSION OF MAYOR AND COUNCIL
MONDAY, NOVEMBER 29, 2021
PAGE TWO

ADJOURNMENT

Council member Schulz made a motion to adjourn, 2nd by Mayor Pro Tem Emanuel; voted 6 in favor and 0 opposed, motion approved. The meeting adjourned at 7:27 p.m.

Barbara Bender, Mayor

Melisa Arnold, City Clerk



SPECIAL CALLED MEETING
OF MAYOR AND COUNCIL
CITY OF SNELLVILLE, GEORGIA
MONDAY, NOVEMBER 29, 2021

Present: Mayor Barbara Bender, Mayor Pro Tem Dave Emanuel, Council Members Solange Destang, Cristy Lenski, Gretchen Schulz and Tod Warner. Also present City Manager Butch Sanders, Assistant City Manager Matthew Pepper, City Attorney Chuck Ross and Attorney Jay Powell with Powell and Edwards Attorneys at Law, Chief Greg Perry, Public Information Officer Brian Arrington, and City Clerk Melisa Arnold.

CALL TO ORDER

Mayor Bender called the meeting to order at 7:35 p.m.

Council Member Lenski made a motion to amend the agenda to add item "b" Consideration and Action on a Resolution of the City of Snellville, Georgia ("City") Agreeing to be Bound by the Memorandum of Understanding Between the State of Georgia and Certain Local Government Entities Concerning the National Distributor and J&J Settlements and Directing the Execution of the "Acknowledgment and Agreement to be Bound by Memorandum of Understanding," "Subdivision Distributor Settlement Participation Form," and "Janssen Settlement Participation Form.", 2nd by Mayor Pro Tem Emanuel; voted 6 in favor and 0 opposed, motion approved.

NEW BUSINESS

Consideration and Action on Award of Bid for the Towne Center Roadway Improvements and Authorization for the Mayor to Execute the Contract [Bender]

City Manager Sanders gave a brief overview and said that 8 bids were received. He advised that the low bid was from OmShiv Construction and advised after reviewing the bids received the recommendation is to award to Omshiv Construction in the amount of \$1,620,149.25.

Council Member Schulz made a motion to award the bid and authorize the Mayor to sign the contract with OmShiv Construction in the amount of \$1,620,149.25, 2nd by Council Member Warner; voted 6 in favor and 0 opposed, motion approved.

Consideration and Action on a Resolution of the City of Snellville, Georgia ("City") Agreeing to be Bound by the Memorandum of Understanding Between the State of Georgia and Certain Local Government Entities Concerning the National Distributor and J&J Settlements and Directing the Execution of the "Acknowledgment and Agreement to be Bound by Memorandum of Understanding," "Subdivision Distributor Settlement Participation Form," and "Janssen Settlement Participation Form."

City Attorney Ross explained that a settlement with three manufacturers has been reached in the class action opioid lawsuit and that the City must execute this resolution for the Memorandum of Understanding in order to be part of the settlement.

City of Snellville Administration Department

**SPECIAL CALLED MEETING OF MAYOR AND COUNCIL
MONDAY, NOVEMBER 29, 2021
PAGE TWO**

Council Member Lenski made a motion to approve the Resolution (RES 2021-09) of the City of Snellville agreeing to be bound by the Memorandum of Understanding with the State of Georgia involving the J&J settlements and authorizing the Mayor to execute the agreement, 2nd by Mayor Pro Tem Emanuel; voted 6 in favor and 0 opposed, motion approved.

EXECUTIVE SESSION

None

ADJOURNMENT

Mayor Pro Tem Emanuel made a motion to adjourn, 2nd by Council Member Schulz; voted 6 in favor and 0 opposed, motion approved. The meeting adjourned at 7:41 p.m.

Barbara Bender, Mayor

Melisa Arnold, City Clerk

Agenda Item Summary



Date: December 8, 2021

Prepared by: Matthew Pepper

Agenda item: Consideration and Action on the Bid Award for the drainage improvements for S. Crestview Drive.

Background: The City's capital budget includes completing Stormwater management improvements in the area of Summit Chase Drive and S. Crestview Drive.

Financial Impact: \$125,000 – paid from our Stormwater fees. Evergreen will pay a portion of the \$125,000.

Recommendation: Approval and award of the contract to the low bidder, The Dickerson Group, Inc., in the above amount.

Action requested: **VOTE** to approve award of the contract for the needed drainage improvements.

Attachments: Bid Register

BID TABULATION

PROJECT: Snellville – South Crestview Drainage

CPL PROJECT NO: 12692.00

OWNER: City Of Snellville

Digital Set: \$NO CHARGE

CONTACT: Lori Brothers @ CPL Team.com

 INVITED LIST OPEN PREQUALIFICATION

FINAL DATE FOR QUESTIONS: TIME:

BID DUE DATE: November 24, 2021
TIME: 2:00pm

PRE-BID MEETING – Wednesday, November 17, 2021 10 AM

Pre-Bid Meeting Attendees Company / Contact / Phone / Email	BID AMOUNT	CPL Gave Share File Info	Addendum 01 Date:		
Carl Sharp Tri-Scapes, Inc Carl@triscapes.com 770-752-4698	\$325,000.00	10/27/21	11/8/2021		
Jason Freeland The Dickerson Group, Inc Jason.freeland@dickersongroup.net 770-513-4558	\$125,100.00	10/29/21	11/8/2021		

X

Agenda Item Summary



Date: December 13, 2021

Prepared by: Lisa A. Platt CPRP, Director Parks & Recreation

Agenda item: Consideration and Action on replacement of pool filtering system.

Background: The purpose of this action is to allow Positively Pools, Inc. to remove the current pool filter system, which is out of date and hard to find parts for repair, with a new six filter system also replacing pipes and valves at the same time.

Financial Impact: \$36,000 will be paid for from SPLOST funds.

Recommendation: Approval and award of the proposal provided by Positively Pools, Inc. to replace the pool filter system at Briscoe Park.

Action requested: **VOTE** to approve award of the replacement work to Positively Pools, Inc.

Attachments: Positively Pools Proposal



Positively POOLS Proposal

Date: November 5, 2021
Customer: Briscoe Park
Pool Address: 2500 Sawyer Parkway, Snellville, 30039
Email: lplatt@snellville.org

Job: Filter Replacement 2021
Contact: Lisa Platt
Phone: 770-985-3535
Fax :

Item	Description	Amount
Replace Filters Entirely	<ol style="list-style-type: none"> Replacing the full filter system is a reasonable alternative to repairing just the valving and leaving the existing filters inline which are equally as aged and challenging to repair as the backwash valves; ie parts availability. A full system update would include the filters and most of the piping be removed and disposed of. The pump will remain. Six new sand filters will be installed with mechanical valving for backwash/filter settings. <ol style="list-style-type: none"> 6 x TR140C filters- a very common and reliable commercial make/model with parts readily available Five 6" PVC butterfly valves set up in tandem for backwash and filter function. <ol style="list-style-type: none"> Valves are basic mechanical PVC with internal rubber gaskets. Life span is 10-20 years with easy availability and repair as needed. The remainder of the materials includes filter sand, schedule 40 PVC piping and fittings. Price includes all of the above items, taxes, freight and labor for installation. Code Specifications and Details: <ol style="list-style-type: none"> The pool has approximately 230,000 gallons, requiring a 490 gpm turnover. <ol style="list-style-type: none"> The existing 15 horsepower pump pushes approximately 650 gpm. The filter requirement for a sand filter at 15 gpm/sq ft = 43 square feet of filter. The 36" TR140 = 7.06 sq/ft, equaling 6 filters to handle the flow of the pump. 	\$ 36,000.00
Extended Warranty	<ol style="list-style-type: none"> An extended warranty on all materials, equipment and workmanship is applicable for all items listed above for 36 months with a correlating management contract secured and spanning the same dates. A Management Contract Extension for 2022-2024 (3 swim seasons) has been submitted separately. The Filter Replacement proposal and Management Contract Extension must be secure at the same time for the warranty to apply. 	

Total \$ 36,000.00

All estimates include labor and materials complete in accordance with the above specifications. Work towards completion of the job will begin upon customer approval through signing off on the job

Payment Schedule: Job Completion 100% \$ 36,000.00

All material is guaranteed to be as specified. There is a 12-month warranty on all workmanship and materials. Equipment warranties are applicable as specified. Plaster warranty protects against delaminating, not mottling or discoloration. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specification involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. Positively Pools, Inc. is not responsible for any structural damage to the pool due to excess hydrostatic pressure or unforeseen ground shift and all repairs from such event(s) will be at the customer expense and not part of this proposal. During any concrete and plaster curing, natural variables that influence cure rates can result in hairline or spider cracking. Small curing cracks less than 1/4" in width are not abnormal and not covered under warranty. All agreements contingent upon strikes, accidents, or delays beyond our control. This proposal is subject to acceptance within 15 days of the date in which it was presented and is void thereafter at the option of Positively Pools, Inc. This proposal is intended exclusively for the individual or entity to which it is addressed. It may contain information that is proprietary, privileged, or confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy, or disseminate this proposal or any part of it.


 Positively Pools, Inc. President

Robert Mullins
 Printed

11/05/21
 Date

Acceptance of Proposal

The above prices specification and conditions are hereby accepted. Positively Pools, Inc. is authorized to do work as specified. Payment will be made as outlined above.

Customer Signature

Printed

Date

STATE OF GEORGIA

CITY OF SNELLVILLE

RES 2021-10

RESOLUTION TO ENACT A MORATORIUM PROHIBITING SHAREABLE DOCKLESS MOBILITY DEVICES FROM BEING PLACED IN THE PUBLIC RIGHT-OF-WAY OR ON PUBLIC PROPERTY, OR OFFERED FOR USE ANYWHERE IN THE CITY OF SNELLVILLE, FOR A MAXIMUM PERIOD OF TWELVE (12) MONTHS

WHEREAS, on August 24, 2020, The Mayor and Council passed Resolution RES 2020-13 which placed a twelve-month moratorium on the use of shareable dockless mobility devices from being offered for use in the City of Snellville for a period of twelve months, for the purpose of allowing for adequate pedestrian traffic flow and protecting the traveling public until additional regulations could be put in place through a franchise or licensing system; and

WHEREAS, during that time, the Mayor and Council did not receive any indication that there was any interest by any provider of shareable dockless mobility devices in providing their service in the City of Snellville, therefore no further action was taken; and

WHEREAS, in the time since the expiration of the moratorium in August 2021, there has now become a renewed interest in the placement of shareable dockless mobility devices in the City of Snellville; and

WHEREAS, the City of Snellville is currently in the construction phase of its Town Center which includes many new areas of concern for the safe operation of shareable dockless mobility devices with the addition of new streets, sidewalks, walking paths, a multi-level parking structure and community gathering areas; and

WHEREAS, the Mayor and Council desire to enact a moratorium for the purpose of allowing for adequate pedestrian traffic flow and protecting the traveling public until additional regulations can be put in place through a franchise or licensing system; and

WHEREAS, the Mayor and Council desire to enact a moratorium prohibiting shareable dockless mobility devices from being placed in the public right-of-way or on public property, or offered for use anywhere in the City of Snellville, for a maximum period of twelve (12) months; and

WHEREAS, the Mayor and Council have determined that the moratorium period should be for a period of twelve (12) months; and

WHEREAS, the Mayor and Council have determined that this moratorium justifies the passage of an emergency action that should be effective upon adoption without delay.

IT IS HEREBY REOLVED, by the Mayor and Council of the City of Snellville that a moratorium is hereby imposed barring shareable dockless mobility devices from being placed in the public right-of-way or on public property or offered for use anywhere in the City of Snellville, for a maximum period of twelve (12) months commencing December 13, 2021 and ending December 13, 2022.

The Department of Planning and Zoning is hereby directed not to issue any permits or accept any applications relating to same.

SO RESOLVED this ____ day of December, 2021.

Barbara Bender, Mayor

Dave Emanuel, Mayor ProTem

ATTEST:

Solange Destang, Council Member

Melisa Arnold, City Clerk

Cristy Lenski, Council Member

APPROVED AS TO FORM:

Gretchen Schulz, Council Member

W. Charles Ross, City Attorney
Powell & Edwards, P. C.

Tod Warner, Council Member

Agenda Item Summary



Date: December 13, 2021

Prepared by: Chief G. Perry

Agenda item: Consideration and Action on Surplus of Police Vehicles

Consideration and Action on Surplus of Police Vehicles

2009	Chevrolet Tahoe	1GNEC03089R224870	Useful life
2009	Dodge Charger	2B3KA43TX9H630069	Useful life
2013	Dodge Charger	2C3CDXAG7DH696352	Engine/Wrecked
2008	Dodge Charger	2B3KA43H78H285948	Useful life

Background:

These are vehicles that are either in poor shape or no longer being utilized by the Department. The City will dispose of the vehicles by selling them on GovDeals.

Financial Impact:

Revenue to General Fund

Recommendation:

Approve the surplus of the vehicles and equipment for disposal.

Action requested:

Motion and affirmative vote to approve the listed vehicles for surplus.

Attachments:

- None