

Agenda
Regular Work Session of the Mayor and Council
City of Chattahoochee Hills, Georgia
January 10, 2019/6:00 p.m.

Discussion Items

1. Council Meeting Agenda Review
2. Take Home Car Policy – Councilmember Hayes
3. Public Works Heavy Equipment Lease Option – Robbie Rokovitz
4. Website Redesign – Robbie Rokovitz
5. Hotel Motel Tax Agreement with Atlanta Convention & Visitors Bureau – Robbie Rokovitz
6. 2019 TSLPOST Project Recommendations – Robbie Rokovitz
7. Automatic Aid Agreement with City of South Fulton – Greg Brett

Current City Policy

Take Home Vehicle Language

VEHICLE USE & OPERATION

- A. **Business Use.** Except as specified in this chapter, City vehicles are furnished for official City business and may not be used for personal reasons without express written consent by the City Manager.

- B. **Vehicle Assignment.** Employees assigned a City vehicle may be authorized to use the vehicle for transportation to and from work, upon approval by the City Manager. This “take home” provision, if granted, shall only apply to employees living within a twenty-five (25) mile radius of City Hall. If take home status is granted, other than de minimus use, no personal use of the vehicle is permitted after the commute is complete. Employees who are assigned a City vehicle are responsible for ensuring the preventative maintenance and repair schedule is met on the vehicle. Failure to ensure proper repair and maintenance may result in the revocation of the assignment. All vehicle assignments are subject to recall at any time.

**Chattahoochee Hills Police Department
Standard Operating Procedures**

**Chapter 12: Vehicle Operations
S.O.P. 12.1: Vehicle Assignment and Maintenance
Chief of Police: Jim Little**

Effective Date: June 2009

Revised Date: November 2018

I. PURPOSE

To establish uniform guidelines, restrictions, and eligibility criteria for the use of assigned vehicles and the department's take home vehicle program

II. POLICY

The Chattahoochee Hills Police Department and the City of Chattahoochee Hills recognize the benefits of individually assigned vehicles for designated Police personnel. The long term asset value of the equipment is extended significantly because the vehicles are assigned to one operator, the mileage is extended, the maintenance and care is improved. Vehicle assignments and replacements shall be in accordance with the fleet management policies of the department. Rank, privilege, duty assignment or seniority shall not govern assignment of vehicles.

To ensure the integrity of the program, strict procedures and prohibitions contained in this and other policies of the department shall be strictly enforced. Officers shall familiarize themselves with this and other pertinent policies and guidelines regarding vehicle operations. Any of these privileges may, at the discretion of the Chief of Police or his designee, be suspended or revoked in part or whole at any time for violation of any provision or departmental policy associated with vehicle care, maintenance, or operation. Suspension or loss of these privileges shall not be subject to grievance or appeal.

III. PROCEDURES

A. The following items shall be checked by each officer assigned to a patrol vehicle prior to use daily:

1. Visually check for cleanliness of the vehicle; Officers should pay particular attention to any loose items inside the vehicle that have the potential to be used as a weapon against the operator or would hinder the safe operation of the vehicle.
2. Visually check to see that tires are properly inflated;
3. Check that brakes, headlights, tail lights, brake lights, windshield wipers, police radio(s) and emergency equipment is operational;

4. Check for new damage to exterior and interior of the vehicle;
5. Conduct a basic check of the vehicle to include oil and fluid levels;
6. Mechanical defects - Certain conditions such as a defective exhaust, steering mechanism irregularities, alignment, or other mechanical defects can only be discovered after the vehicle is operational;

All safety issues or concerns will be immediately brought to the appropriate supervisor. Any vehicle determined to be unsafe will immediately be placed out of service and not operated until proper repairs have been completed.

IV. Take Home Car Program

The City of Chattahoochee Hills Police Department's vehicle take-home program is a privilege extended to certain personnel by the Chief of Police. Before an employee is authorized or eligible to participate in the take home vehicle program, they must meet criteria that include, but is not limited to:

1. The member shall have successfully completed the Field Training Program with the Chattahoochee Hills Police Department and be in good standing with the department.
2. Documenting with their supervisor the driving distance between the City of Chattahoochee Hills and their primary residence.
 - a. If the employee's residence is within the Chattahoochee Hills City limits or it is 30 miles or less to the city limits, no reimbursement is required.
 - b. Employees who live outside the 30 mile radius may park their vehicle at an approved, secure location approved by the Chief of Police within the 30 mile limit.
 - c. If the driving distance is greater than thirty (30) miles, the employee will reimburse the City for every mile beyond the allowed mileage at a rate equal to the current, published General Services Administration reimbursement rate. The employee will report every applicable trip (both ways) within a pay period on their time sheet so the reimbursement can be deducted in the subsequent pay period.
3. The officer has authorization by the Chief of Police or his/her designee.

V. Assignment and Permitted Uses of Vehicles

A. Departmental vehicles shall be assigned to designated employees for full-time retention and use within the limitations of this and other policies.

- B. Assignment of vehicles under the Vehicle take-home program is a privilege and may be rescinded by the Chief of Police or his designee at any time.
- C. All authorized, designated personnel who live outside the City of Chattahoochee Hills shall confine use of the City's vehicle to the shortest, most direct route to and from their home, the city or other authorized duty assignment.
- D. Use of City vehicles outside the City of Chattahoochee Hills shall be confined strictly to official Public Safety business unless specifically approved by the Chief of Police or his designee.

VI. General Regulations

- A. Any employee operating a City vehicle shall have a valid Georgia driver's license on their person. Off-duty officers driving a City vehicle under the terms of this policy shall also have in their possession their badge, department issued Police identification, authorized firearm, body armor and portable radio. Officers shall be appropriately attired in order to maintain a favorable public, professional image.
- B. Unattended vehicles shall always be kept locked with keys removed at all times. Seat belts must be used as required by City and departmental policy and state law.
- C. Officers shall not leave weapons or materials related to their job or other issued equipment in the passenger compartment of their vehicle when it is parked at their residence. (The rear compartment area of a SUV is not considered a passenger compartment.) This equipment includes but is not limited to department issued raincoats, jackets, radios, batons and computer equipment unless the computer is locked into the computer rack.
- D. When off-duty or while outside of the City of Chattahoochee Hills, officers shall not take enforcement action unless absolutely necessary to protect the life of another (i.e.: crimes against persons or obviously intoxicated drivers). Other traffic violations, misdemeanors and property type crimes are not considered urgent or life threatening and do not require emergency intervention. If an offense is witnessed by the officer while outside the city limits of Chattahoochee Hills, the officer may contact Fulton County Communications Center and have the proper jurisdiction contacted for enforcement action if necessary.
- E. Employees who have a measurable amount of alcohol in their system, or intend to consume an alcoholic beverage, whether on or off duty, shall never drive or ride in any City-owned vehicles.
- F. No off-duty Police vehicle shall be parked on the lot of any alcoholic beverage establishment or in such proximity it may be reasonably inferred the officer is patronizing the establishment.
- G. Only city employees, approved ride-a-longs, or any other person authorized by a supervisor may ride in the front seat of a Police vehicle.

H. The vehicle shall not be utilized for carrying heavy or excessive loads and shall not have objects protruding from the trunk or windows. Exception to this will be official equipment or evidence.

VII. Maintenance

A. Members participating in the vehicle take-home program are responsible for the appearance and mechanical condition of their vehicle and all assigned equipment. This includes ensuring the vehicle is kept clean, all equipment is operating properly, scheduled maintenance is performed regularly, and defects are repaired promptly. Officers assigned to night shifts may request assistance with maintenance needs by communicating in writing with their immediate supervisor, but ultimate responsibility remains with the assigned Officer.

Take Home Car Program Benefits

There have been many studies conducted across the country and most recently in Fairburn, Georgia. All the data evaluated points to the same conclusion. Each study shows that not only are maintenance and operating costs lower with a take home vehicle program versus a shared vehicle program, but there are also other tangible benefits.

1. There is a quicker response and better preparedness to emergency and critical situations
2. There is an increased visibility that gives the perception that more police are on the street.
3. Officers tend to have fewer accidents in take home vehicle versus shared vehicles because officers have a "sense of ownership" with that vehicle.
4. It is a valuable recruiting tool for attracting experienced officers.
5. There are more police vehicles in neighborhoods, which makes residents feel safer and reduces crime.
6. Officers take better care of personal assigned vehicles and morale increases.
7. It easier for supervisors to hold individual officers accountable for misuse or neglect of the vehicle.

City of Tacoma study August 2013

1. Operating costs 30% lower than shared/pool vehicles
2. Shared vehicles need to be replaced every 20-26 months versus average of 60 months for take home/assigned vehicles
3. Shared vehicles are unavailable 5.6 days per month due to repairs/lost keys etc.
4. Approx. 13 nonproductive days per year for shared/pool cars
5. Take home program saved the city 1.4 million per year versus shared/pool program

Mercury Associates study 2013

1. Maintenance cost averaged \$0.16 per mile versus \$0.19 for shared/pool cars (16% Diff)
2. Average replacement 7 years versus 3.5 years for shared/pool cars
3. Maintenance cost average \$3,500 versus \$7,000 for shared/pool cars
4. Nonproductive time for officers using shared/pool cars 40 minutes per day per officer

City of Fairburn Police Management Audit recommendations 2017

1. Continue the take home vehicle policy
2. Create and implement a formal take home vehicle policy

3. Consider a boundary, by miles, related to officers being required to put a minimum amount of gasoline in the vehicle per month. For those that reside further the amount should be larger to compensate for the additional mileage to/from work. Consideration could also be given for waiving the contribution for officers residing in Fairburn.
4. Standardized the Ford Interceptor SUV as the department fleet vehicle
5. Create and implement a vehicle replacement policy based on guidelines and criteria.

**Taken From Police Management audit for
The City of Fairburn, Georgia**

FLEET

The department fleet is comprised of a total of 48 vehicles. This represents a combination of administrative, patrol, detectives, and pool vehicles. Generally, this is a mix of older Ford Crown Victoria's, Dodge Chargers, and Ford Explorer's. Every sworn officer on the department has a take-home vehicle.

Regionally, it is known that Union City, Tyrone, and Peachtree City Police Departments also have take-home vehicle programs. Maintenance on all department vehicles is conducted by the Fairburn city garage.

Each individual police officer is responsible for the appearance, cleanliness, and condition of their assigned vehicle. Each officer is required to purchase an additional 10 gallons of gasoline per month for their vehicle. The distance an officer resides from the City is not taken into consideration. Consideration could be given to increasing the contribution of fuel by the officer based on distance from residence to the Police Headquarters. Alternatively, consideration could also be given for waiving the contribution for those that reside within the City limits of Fairburn, thus encouraging officers to reside in the City. It is noted that there is no formal take home vehicle policy in the Police Manual or the City Personnel Manual.

Positives of a take-home car program include; longevity of vehicles since they are not driven round-the-clock seven days per week. Officers typically show care and pride of the vehicles when personally assigned to them. It is also clear who is responsible and accountable for each vehicle. In the case of an emergency an officer with a take-home vehicle can respond to the McGrath Consulting Group, Inc. Page 58 scene immediately as opposed to first going to the police headquarters to obtain a vehicle. From the employee perspective the policy is very popular with staff. Several officers commented that they considered this a benefit which makes them continue their employment with the City. At this time the department is purchasing Dodge Chargers or Ford Interceptor SUV's. A comparison of the vehicles is depicted as follows:

2016 Dodge Charger: All wheel drive vehicle. Price includes five year/50,000 mile power train warranty. The initial vehicle cost is \$38,155. Added additional equipment costs of \$9,791 for a total cost of \$47,946.

2016 Ford Interceptor SUV: All wheel drive vehicle. Price includes five year/100,000 mile power train warranty. The initial vehicle cost is \$32,915. Added additional equipment costs of \$3,745 for a total cost of \$36,660.

The following summarizes the difference between the 2016 Dodge Charger and the 2016 Ford Interceptor SUV. The initial cost and additional equipment for the Ford is \$11,286 less than the Dodge. The Ford power train warranty has 40,000 more miles under coverage. The Ford is more fuel efficient as it is a V6 versus the V8 of the Dodge.

Instead of purchasing two different vehicles it is recommended one brand is chosen. This standardizes replacement equipment which makes it easier, more efficient, and presents economies of scale for the City maintenance garage. Consultants recommend the Ford Interceptor to reduce costs and standardize equipment.

Furthermore, formal guidelines should be established to determine when to replace department vehicles.

Recommendations:

1. Continue the take home vehicle policy.

**Taken From Police Management audit for
The City of Fairburn, Georgia**

2. Create and implement a formal Take Home Vehicle Policy. A sample policy is provided in Appendix B. McGrath Consulting Group, Inc. Page 59

3. Consider a boundary, by miles, related to officers being required to put a minimum amount of gasoline in the vehicle per month. For those that reside further the amount should be larger to compensate for the additional mileage to/from work. Consideration could also be given for waiving the contribution for those that reside in Fairburn.

4. Standardize the Ford Interceptor SUV as the department fleet vehicle.

5. Create and implement a vehicle replacement policy based on guidelines and criteria. A sample Guideline Replacement Calculation Sheet is provided in Appendix B.

Police Vehicle “Take Home” Study

The most comprehensive study regarding take home vehicles was done by the City of Tacoma, Washington. They used the outside consulting firm of Mercury Associates. The lead analyst was a professor from the University of North Carolina. The consultant’s report compared a fleet of 30 assigned vehicles to a pool of 34 vehicles. The study covered an 8-year accounting period. In this study they found the following:

1. Operating costs per mile were 30% lower for assigned rather than pooled vehicles.
2. Pooled vehicles had to be replaced every 20 to 26 months compared to an average of 60 months for assigned vehicles.
3. Officers who take vehicles home typically render a significant amount of service while “off-duty”.
4. One of the most significant reductions for assigned vehicles was due to lower accident and damage repair costs. The City of Tacoma found that a pool vehicle averaged \$8,400 in damage, while an assigned vehicle required only \$1,375 per year. Over the 8-year period, a fully assigned vehicle fleet would generate a total of \$189,000 in accident and damage work compared to \$365,000 for a full fleet of pooled vehicles.
5. On average when using a pool car, it took between 28 to 40 minutes per day to check-out, load, and/or unload their pool car. On average a pool car was unavailable 5.6 days a month due to repairs, lost keys, etc. Changing to another car averaged 25 minutes, thereby adding an additional eight minutes per day to non-productive time. This equates to approximately 13 non-productive days per year. This does not include the paid time officers may take to get into uniform once they arrive at the station.
6. The City of Tacoma found it was better for deputies to have take-home cars. The analysis showed the City saved \$200,000 a year by just not having to provide a secured parking facility for 263 police vehicles.

Additionally, the consultants provided a neighborhood questionnaire and survey to all of Tacoma’s neighborhood councils regarding take home vehicles. The responses indicated they believed the two most important benefits of an assigned take-home vehicle program were: quicker response and to deter crime. The two biggest concerns were vehicles get too much extra wear and tear and it provides incentive for officers to live outside of city.

When asked whether officers should have assigned or pooled vehicles, only 16% said they were opposed to assigned vehicles. Respondents believed that both the officers and the city benefited more or less equally with assigned cars being taken home. A subsequent study confirmed these findings that the city was better off by assigning vehicles and allowing officers to take them home.

In summarizing the Tacoma study, an assigned vehicle program is much more advantageous to the city than a pool vehicle. The main reason, in addition to less maintenance, is the time saved by each officer each day in not having to check-out and check-in pool vehicles and transfer his or her gear. The cost of officer time is relatively high compared to cost of vehicles. For example, the cost of purchasing a timing belt for replacement in a personal car is a small, as compared to the labor cost of installing it. The same principle pertains to police vehicles. Equipment and maintenance costs of police cars are a small fraction of the salaries of the police officers who drive them. The study concludes that overall the city saves about \$1.4 million per year with the assigned vehicle program.

Other Studies

The following information is a combination of using previous studies by other police agencies and independent third parties.

- Hampton Virginia Police Department did a study that supported their take home fleet program. Their study showed that both maintenance costs and operating costs were lower for the take home cars versus pool cars. The maintenance cost of take-home cars was \$0.16 per mile versus \$0.19 per mile on pool cars, a 16% savings. They also found a 15% saving in operating costs, \$0.17 per mile versus \$0.20 per mile for pool cars. This study also found fewer accidents occurred with assigned cars.
- An article in Law and Order magazine acknowledges that initial startup costs can be a concern, but net savings occur due to lower maintenance costs and extended vehicle life. It also notes that the cost of the increase in fleet size begins to be offset by lower maintenance cost by the second year. In the fourth year, vehicle replacement costs drop significantly because the take home cars accumulate fewer miles.
- In a memo to the City Commission of Stillwater, Oklahoma regarding police take home units, it was noted that take home unit cost vary from 10.4 cents per mile for the chief to 15.1 cents for a K-9 unit. The cost of a pool car was 19.9 cents per mile. The study also noted with take home units, equipment installations were less. Equipment installations cost \$1,000 per car. This cost is similar to the Manatee County Sheriff's Office installation costs.
- The Daytona Beach Police Department operates a fleet of 340 vehicles. The fleet manager faced with cost cuts believes one of his biggest successes has been implementing a Take Home fleet vehicle program. Maintenance and repair costs have gone down on the program vehicles. Officers take better care of the vehicles than pool cars, because no one else can be blamed for poor care. They also don't run the vehicles as hard, which is better for fuel mileage. He states "The user will keep the vehicle cleaner, inspect it on a regular basis, answer up to damage, and generally take more pride. "

Additional advantages to take home police units:

- Take home programs result in more police units being driven on the streets as officers go to and from work, or other approved activity. Citizens will see a more visible police presence. So will potential offenders, offering a deterrent effect.
- Creates a rapid response to emergency callouts. The officer doesn't have to go to the district to get a vehicle prior to responding. When we have a major event, rather than officers driving their personal cars to districts, where they would gather equipment, and be briefed, they leave directly from home to handle an incident. Criminal Investigators would have to come to the department to pick up a unit and crime scene equipment before responding to major crime scenes, losing potentially valuable time. Take home cars allow for patrol officers, criminal investigators, and command staff to respond where needed, when needed. In situations such as a tornado or other major disaster, the department could activate all sworn officers in a relatively short time and send officers directly to the assignment upon notification.
- Take home vehicles increases level of enforcement. Officers driving take-home cars off duty that observe serious violations and criminal activity are obligated to take enforcement action.

- Increases the back-up potential for officers on duty. In critical situations, while the nearest on-duty unit may be in another zone, an off-duty officer may be just around the corner from an emergency call for service, or another officer needing assistance.
- As previously noted, officers take ownership and treat vehicles as their own keeping it clean.
- Surveys note officer morale is considerably higher with assigned vehicles.

Entity	Take Home Vehicles	Do Not Take Home Vehicles	Modified Program	Comments
Miami Dade County Miami, FL	Yes			
Broward County Broward, FL			Yes	
Galloway Township Galloway, NJ	Yes			http://www.gtpd.org/lexington.html
East Peoria, IL	Yes			http://www.policedriving.com/article46.htm
Oklahoma City Tulsa, OK	Yes			
Tacoma. WA	Yes			http://www.policedriving.com/article48.htm http://www.cityoftacoma.org/Page.aspx?hid=2051
Colorado Springs, CO			Yes	http://www.government-fleet.com/News/Story/2010/03/Stricter-Policy-on-Colorado-Springs-Police-Take-Home-Vehicles.aspx
Fort Wayne, IN			Yes	http://www.journalgazette.net/article/20100609/LOCAL07/306099933/1/LOCAL11
West Palm Beach, FL	Yes			http://www.wpbpolice.org/policies/downloads/-1-18TAKEHOMEVEHICLEPOLICY.pdf
Albuquerque, NM	Yes			
King County,	Yes			http://www.kingcounty.gov/transportati

WA				on/kcdot/fleetadministration.aspx
Salt Lake City, UT			Yes	http://www.slcgov.com/council/agendas/2006reports/Jun2006/takehome%20additions.pdf
Ocean City, MD			Yes	http://www.government-fleet.com/News/Story/2009/04/Ocean-City-Tightens-Up-Take-Home-Vehicle-Policy.aspx
San Marcos, Tx	Yes			

Other Study Results

<http://www.fop.net/programs/research/takehomecars.pdf>

http://www2.hernandotoday.com/content/2008/jan/08/brooksville-police-can-take-home-patrol-cars/c_1/

<http://www.stillwater.org/cc022299/c9944.htm>

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Winner of NIGP Pareto Award 2006



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MAYOR
Tom Reed

CITY COUNCIL
James Stephens
Richard Schmidt
Claire Williams
Alan Merrill
Don Hayes

CITY MANAGER
Robert T. Rokovitz

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TO: Mayor and Council
CC: Dana Wicher
Rick Lindsey
DATE: January 2, 2019 for January 10th, 2019 Council Work Session
RE: PW Equipment Lease

Staff Recommendation

Staff recommends entertaining the possibility of leasing specified public works heavy equipment to a private contractor for the purpose for repairing and maintaining private dirt/gravel roadways that are not maintained by the City yet serve city residents at a rate that will offset the current lease payments being made by the City. One significant condition of the lease arrangement is that the equipment could not be utilized during the hours of operation set by the City's Public Works Director such that the City's equipment remains available during normal business hours.

Background

In late fall of 2016, the City purchased three pieces of heavy equipment in order to repair and maintain our City roadways, specifically those which are gravel and dirt. These three pieces of equipment of a motor grader, dump truck and backhoe loader. As opposed to purchasing this equipment, the city chose to enter into a six year lease through the low interest Georgia Municipal Association program. These vehicles are financed under one note through BB&T Bank.

Discussion

The City was approached by the owner of Southgrade, LLC with an inquiry about using some heavy equipment owned by the City to address roadways that are in the City but not the responsibility to be maintained by the City. In other words, these are private roadways where citizens reside yet have not been dedicated to the City to maintain.

One of the drawbacks to leasing the equipment is the wear and tear that increase from the additional hours of use. The lifespan and measurement of the durability and useful life of this type of equipment is based on hours of use as much as the type of use. To that end, the City would still be responsible for the maintenance of the equipment to ensure the proper working order.

Southgrade would not be leasing the equipment away from the city for a long stretch of time. It will always be available for City work as priority #1. Southgrade would lease on an as needed basis at a rate of \$6000/month on a prorated-per-day basis (based on a 20 day month (minimum of \$300/day for 5 or 10 days at a time depending on availability.)) It



will be positioned close by, and always available for city work first. This lease option provides for asset utilization when it would otherwise be parked in the yard.

From a liability and risk exposure standpoint, we can limit liability with a good contract and requirement that the contractor carries sufficient insurance. With a good contract in place, our only true exposure would be if we knew the equipment was defective.

Fiscal Impact

We originally purchased the three pieces of Public Works equipment to repair and maintain gravel/dirt roads for \$494,370.20. The City has made two payments with interest since October 2017. The first payment was \$66,318.25 with \$10,332.34 in interest and the second payment was \$67,041.14 with \$10,754.81 in interest for a total of \$154,446.53. If we leased the equipment at a monthly rate of \$6,000 (minimum of \$300/day for 5 or 10 days at a time depending on availability), that would provide funding for the payments.

Alternatives

1. None

Concurrences

The City Manager is currently evaluating the costs versus benefits.

Attachments

None



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TO: Mayor and Council
CC: Dana Wicher
Rick Lindsey
DATE: December 27, 2018 for January 10th, 2019 Council Work Session
RE: Web Site Enhancement Recommendation

Staff Recommendation

Consider awarding a four year contract to Revize in the amount of \$4,907 for the first three years and \$2,575 for the fourth year. This recommendation is being made with the condition that we discontinue the SeeClickFix application which is \$4,284. The enhanced web site will have a Citizen Request Center which will serve as a portal for service requests from citizens. So by replacing the SeeClickFix, the fiscal impact for a new, more interactive and contemporary web site will only be \$623 more per year.

Background

For the last three years, the City has vastly improved our web site postings to better communicate and promote activities, events, documents and information generated by the City. As a result, more information is being pushed out to the community. However, the law of unintended consequences has played a role by leaving us with a cluttered website that is more of a static display rather than an interactive tool for our citizens and visitors.

Discussion

Whether people live in a community, want to visit a community, want to start a business in a community or want to move to a community, one of the first things they do is search the internet to check out the web site. They want a visual image of what the community has to offer and what it looks like from the inside out. Our current website, while chocked fill of data and information, is not the most inviting web site. We are not utilizing this medium to showcase what we have to offer current or prospective residents.

Almost two years ago, we decided to invest in a software program that would allow residents to bring issues and concerns to our attention. We wanted to give citizens an opportunity to report missing signs, pot holes, gravel road maintenance, right of ways issues and the like. Unfortunately, this program has been underutilized. We think the underutilization is due to the lack of publicity of the program as well as the challenges associated with reporting issues using a cellular connection. However, we still believe our citizens need a way to let us know when a service is needed. This is why we want to continue our efforts through a new and improved web site that will offer a Citizen Request Center. This portal will allow citizens to use a drop down menu to choose a department



in which the request should be sent along with their contact information and issue of concern.

Home > Citizen Request Center

Contact City Hall
P: 770-463-8881
F: 770-463-8550
E: [Email Us](#)

Department to send issue to: -- Select Department --

Your Name :

Email Address :

Phone :

Issue :

Please respond to me via: Email Phone

I'm not a robot  reCAPTCHA
Privacy - Terms

Fiscal Impact

The fiscal impact per year for the first here years is \$4,907. I would like to time this expenditure in such a way that we budget for the new website instead of SeeClickFix for FY2020 which starts July 1, 2019. This said, we may have some upfront costs in order to go live with the web site by spring. The difference in expenditures will be an additional \$623 over what we are currently paying SeeClickFix.

Alternatives

1. Seek other web site options
2. Remain with current scenario and better market SeeClickFix

Concurrences

The City Manager and management team concur with the recommendation.

Attachments

Below are some examples of other cities that use Revize with a Customer Request Portal

<http://www.tifton.net/>

Also, take a look at the ‘Contact Us’ link for Dublin – it’s a little different because, instead of a drop down, it’s a link to contacts each department.

<http://www.cityofdublin.org/>

Cleveland has an online comment form that’s a little more free form:

<https://www.cityofclevelandga.org/index.php>

And, even though they don’t have citizens request, check out

<https://www.acworth.org/>

<https://www.duluthga.net/index.php>

Agreement

City of
Chattahoochee
Hills and
Atlanta Convention & Visitors Bureau

January 1, 2019

RECITALS

WHEREAS, the City of Chattahoochee Hills, Georgia (the "City") has determined that it is the best interests of the City to enter into an Agreement with Atlanta Convention & Visitors Bureau, Inc. ("ACVB") to perform certain marketing, public relations, promotional, advertising, and research to promote tourism in the City; and

WHEREAS, the City Council deemed it in the best interest of the City and that the City would be best served by imposition of the excise tax on charges to the public for rooms, lodgings, and accommodations at the rate of seven percent (7%), as provided by O.C.G.A. § 48- 13- 51(a)(5)(A)(i), and sought the passage of a local act to levy the tax at the 7% rate, which was passed by the General Assembly as 2010 House Bill 1355; and

WHEREAS, the City is authorized to enter into this agreement pursuant to a Resolution of the Mayor and City Council adopted on January 15, 2019; and

WHEREAS, the City and ACVB wish to enter into this Agreement to appoint ACVB as the City's Destination Marketing Organization and to establish the terms and conditions under which ACVB will assist the City in promotion of its tourism.

NOW THEREFORE, in consideration of the following mutual obligations and, the City and ACVB agree as follows:

[Blank to end of page]

This Agreement is between the City of Chattahoochee Hills ("the City"), municipal corporation of the state of Georgia within Fulton County, and Atlanta Convention & Visitors Bureau, Inc. ("ACVB"), a Georgia nonprofit corporation.

1.

ENGAGEMENT OF ACVB

(a) The City hereby engages ACVB, and ACVB hereby accepts such engagement, as the primary tourism marketing arm of the City and as its Destination Marketing Organization. In such capacity, ACVB will provide marketing, public relations, promotional, advertising, and research as agreed by the parties to promote tourism in the Chattahoochee Hills marketing area (the "Marketing Area"). The Marketing Area will include the zip code 30268 and any other area from which the City receives revenues from the imposition of an excise tax on charges to the public for rooms, lodgings, and accommodations (the "hotel-motel tax"). ACVB will provide services to benefit tourism-based business owners and organizations within the Marketing Area.

(b) An Annual Destination Marketing Plan, on a calendar year, will be compiled by ACVB working with hospitality community leaders in the City. The Annual Destination Marketing Plan will be provided to the City Manager upon completion. ACVB agrees to provide any other reasonably requested information for the City.

(c) ACVB will provide to the City Manager a final report of spending against the Annual Destination Marketing plan within 60 days of each calendar year end.

2.

APPLICATION OF TAX REVENUES AND PAYMENT TO ACVB

(a) Allocation Of Hotel-Motel Tax.

The City has adopted a seven percent (7%) hotel-motel tax rate, as provided by O.C.G.A. §48-13-51(a). In accordance with the law authorizing that tax, the City shall convey to ACVB an amount equal to thirty-two and 14/100 percent (32.14%) of revenues received by the City from the

imposition of the 7% hotel-motel tax. If the portion of the hotel-motel tax that must be used for such activities is changed by an amendment to Georgia law, the portion payable to ACVB pursuant to this Agreement will be adjusted accordingly.

(b) Payment Of Tax Receipts.

The portion of the tax revenues collected by the City to be used to promote tourism, conventions, and trade shows, or certain other tourism related activities pursuant to this Agreement shall be paid to ACVB monthly, with payment to be made within thirty (30) calendar days of the close of the month in which the tax receipts are received by the City. With each monthly payment, the City shall provide to ACVB a statement of the receipts showing the amount of tax receipts received for that month from each tax payor.

(c) Compliance With Georgia Tax Law.

ACVB shall use all amounts received from the City only for purposes allowed by Georgia law, including but not limited to O.C.G.A. §48-13-50, *et seq.*

(d) Non-Impairment of Other Contracts and Arrangements.

The City is aware and acknowledges that in the course of its activities ACVB will also be assisting other cities and counties in the Atlanta standard metropolitan area to promote their tourism activities. As those activities are the subject of separate contracts and arrangements,

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nothing in this Agreement shall give any right to impair ACVB 's performance for other cities and counties. Notwithstanding the foregoing, ACVB agrees to devote its best efforts and appropriate professional staff to promote tourism, conventions, and trade shows, or certain other tourism related activities for the benefit of the City.

(e) Private Funds.

ACVB may, at its own option, raise other funds from private sources in the Tourism Marketing Area to supplement the funds provided and activities performed hereunder. ACVB shall expend any such funds to promote tourism in the Tourism Marketing Area, but those funds are outside this Agreement.

(0 Demonstration of Compliance.

ACVB shall be in compliance with the provisions of this Agreement regarding the application of funds if it demonstrates that it has expended or committed in each fiscal year an amount equal to all funds paid to it by the City for the purposes specified in Georgia law, including but not limited to the law authorizing imposition of the hotel-motel tax, O.C.G.A. §48- 13-50, *et seq.*

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3.

NONDISCRIMINATION AND NONDISPARAGEMENT

Both parties will perform their responsibilities under the Agreement without discrimination as to race, creed, color, gender, national origin, or ethnicity. ACVB covenants that it shall not discriminate on the basis of race, religion, gender, national origin or ethnicity, with regard to contracting or partnering opportunities in the implementation of this Agreement. ACVB will comply with the City's written policies concerning nondiscrimination provided to ACVB. Neither party will disparage the other or any of the other's elected officials, officers, or employees.

4.

CONTRACT SPECIFIC TO ACVB

ACVB acknowledges that ACVB has been chosen as the City's primary tourism arm and destination marketing organization because of the confidence the City has in ACVB as the oldest, most successful and most established convention and visitors bureau in Georgia. Accordingly, ACVB will not sell, assign, or hypothecate its obligations under this Agreement. ACVB does, however, routinely engage consultants, advisors, vendors, and specialized service providers to assist ACVB in the ordinary course of its activities as a convention and visitors bureau. ACVB may continue to enter into such engagements in its sole discretion notwithstanding this Agreement.

5.

REPORTS AND RECORDS

ACVB shall submit all reports required by this Agreement. In addition thereto, ACVB

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shall make available to the City on reasonable request the records demonstrating proper expenditure of the amounts paid to it by the City. Such records shall be subject to inspection and audit by the City, or its auditors and representatives at any time during the term of this Agreement. The City shall maintain records of its receipts of revenues from the hotel-motel tax and make those records available for inspection and audit by ACVB on reasonable request. Both parties shall comply with the Georgia Open Records Act (O.C.G.A. §50-18-70, *et seq.*) and the Open Meetings Act (O.C.G.A. §50-14-1, *et seq.*) as those statutes apply to activities performed under this Agreement.

6.

TERM

(a) Initial Contract Term.

The Initial Contract Term shall commence on the date of the execution of the Contract and shall terminate on December 31, 2022

Contract Term Review.

This contract may be extended for additional terms as agreed upon by both parties.

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7.

TERMINATION

The City shall have the right to terminate this Agreement without cause by providing ACVB with a written notice of intent to terminate at least thirty (30) working days before the specified date of termination. In that event ACVB shall be entitled to just and equitable compensation for any and all services satisfactorily completed prior to the established termination date. The remedy for perceived failure or deficiency in performance under this Agreement is termination. No party shall be liable in damages to the other party for failure or deficiency in performance. Notwithstanding termination, any commitments made to third parties in reliance on this Agreement will be honored by the City. ACVB may terminate the Agreement on 30 days notice, but will complete its work through the end of any calendar month for which it has received payment. At the conclusion of this Agreement, whether by termination or expiration, ACVB shall return to the City all tourism materials in physical and electronic format created for the City, as well as all intellectual property created for the City hereunder.

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8.

LICENSES

On request of the City, ACVB will provide proof of any required business license, proof of insurance, and any and all necessary documentation, licenses or certifications that may be reasonably requested and/ or required by the City, Federal, State, or local laws or regulations in order to perform the services requested herein.

9.

GEORGIA OPEN RECORDS ACT

Both parties to this Agreement are subject to laws regarding the Georgia Open Records Act (O.C.G.A. §50-18-70, *et seq.*) and the Open Meetings Act (O.C.G.A. §50-14-1, *et seq.*) Therefore, neither party can commit to the other to keep in confidence materials subject to requests for disclosure under those laws.

10.

NOTICES

Any notice sent under this Agreement must be written and mailed or sent by overnight courier or personally delivered to an officer of the receiving party at the following addresses:

For the City of Chattahoochee Hills:

Robert T. Rokovitz
City Manager
City of Chattahoochee Hills
6505 Rico Road
Chattahoochee Hills, GA 30268
Robbie.rokovitz@chatthillsga.us

for Atlanta Convention and Visitors Bureau, Inc.:

Gregory N. Pierce
Executive Director and Chief Administrative Officer/CFO
Atlanta Convention & Visitors Bureau
233 Peachtree Street, NE Suite 1400
Atlanta, Georgia 30303
gpierce@atlanta.net

11.

ENTIRE AGREEMENT

This written agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

IN WITNESS WHEREOF, this day of January __, 2019, the parties have hereunto executed this Agreement and affixed their seals by their duly authorized representatives after having been first authorized to do so.

**CITY OF CHATTAHOOCHEE HILLS,
GEORGIA**

Robert T. Rokovitz, City Manager
Chattahoochee Hills, Georgia

ATTEST

**ATLANTA CONVENTION & VISITORS
BUREAU, INC.**

Gregory N. Pierce, Executive Vice President &
Chief Administrative Officer/CFO

ATTEST
