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August 2, 2021

WORK SESSION AGENDA

5:00 PM

PERRY EVENTS CENTER  
1121 MACON ROAD, PERRY, GA 31069

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**To join the meeting by Facebook:** Use this URL - [facebook.com/cityofperryga](https://facebook.com/cityofperryga)  
This will allow you to view and hear the meeting.

1. Call to Order: Mayor Randall Walker, Presiding Officer.
2. Roll:
3. Items of Review/Discussion: Mayor Randall Walker
  - 3a. Department of Leisure Services
    1. RC Track Update – Mr. S. Swan
  - 3b. Office of the City Manager
    1. Waste Management contract amendment – Mr. L. Gilmour.
    2. Design change to the proposed South Langston Road extension – Mr. L. Gilmour.
    3. Extension of Sam Nunn Boulevard (west) sidewalk improvement project – Mr. L. Gilmour.
    4. Succession request – Mr. L. Gilmour.
    5. Survey results relative to smoking policy – Mr. L. Gilmour.
    6. Update relative to COVID-19 – Mr. L. Gilmour.
    7. Review options for extension of Jernigan Street – Mr. L. Gilmour.
    8. Future users proposal – Mr. L. Gilmour.
    9. Consider compensation adjustment for municipal court judges – Mr. L. Gilmour.
4. Council Member Items.
5. Department Head/Staff Items:

6. Adjourn.

In accordance with the Americans with Disabilities Act, accommodations are available for those who are hearing impaired and/or in need of a wheelchair. The Perry City Council Agenda and supporting material for each item is available on-line through the City's website at [www.perry-ga.gov](http://www.perry-ga.gov).

PERRY LEISURE SERVICES

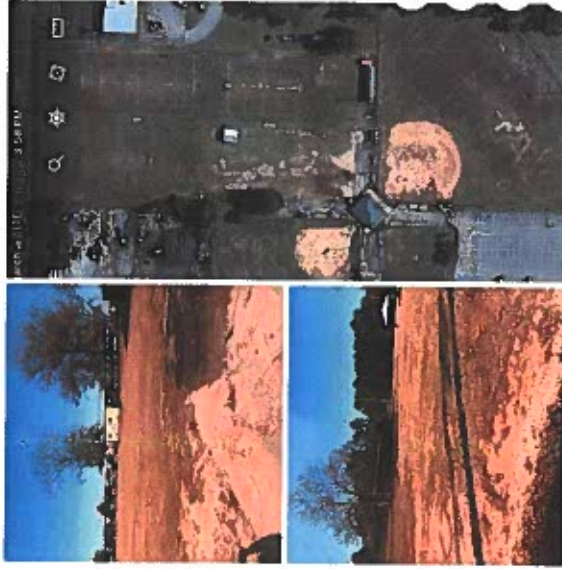


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# REMOTE CONTROL (RC) PARK UPDATE

Presented by Sedrick Swan

# Project Overview



## FINANCIALS

Allocated Budget  
-\$7,400

Expenses

- Truckloads of Dirt
- Barriers

Recycled Materials

- Conex Box
- Fire Hose

## COLLABORATION

The development of the RC Park was a combined effort of various COP departments and community stakeholders.

### Perry Public Works

- Mr. Bob Taylor
- Mr. William Bell

### Robins Racing

- Mr. Rodney White

### Perry Fire Department

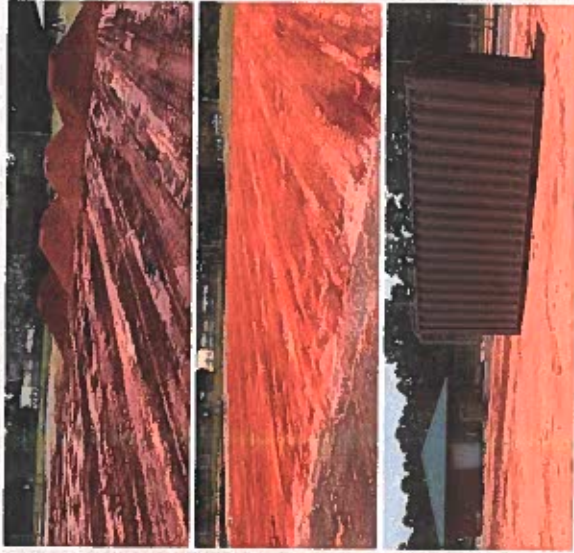
## COMMUNITY SUPPORT

We received an outpouring of community support, during the process.

Donated Items:

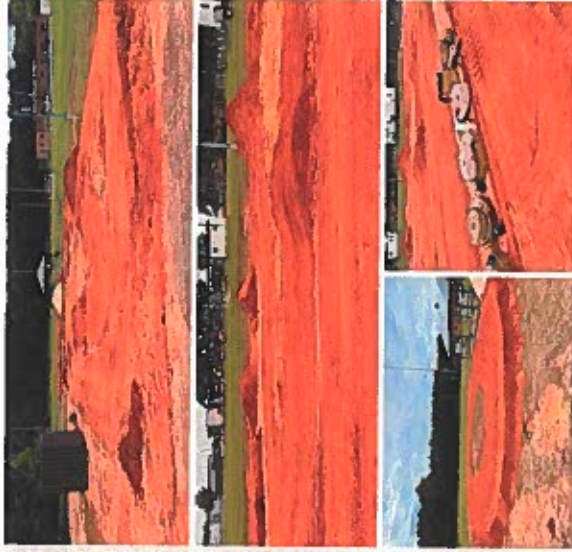
- yellow fencing
- Volunteer Service

# DEVELOPMENT



## PHASE 1

- GRADING THE SURFACE



## PHASE 2

- FORMING TRACK
- INCLINES
- WALLS & JUMPS



## PHASE 3

- OUTLINING TRACK
- INSTALLING BARRIERS



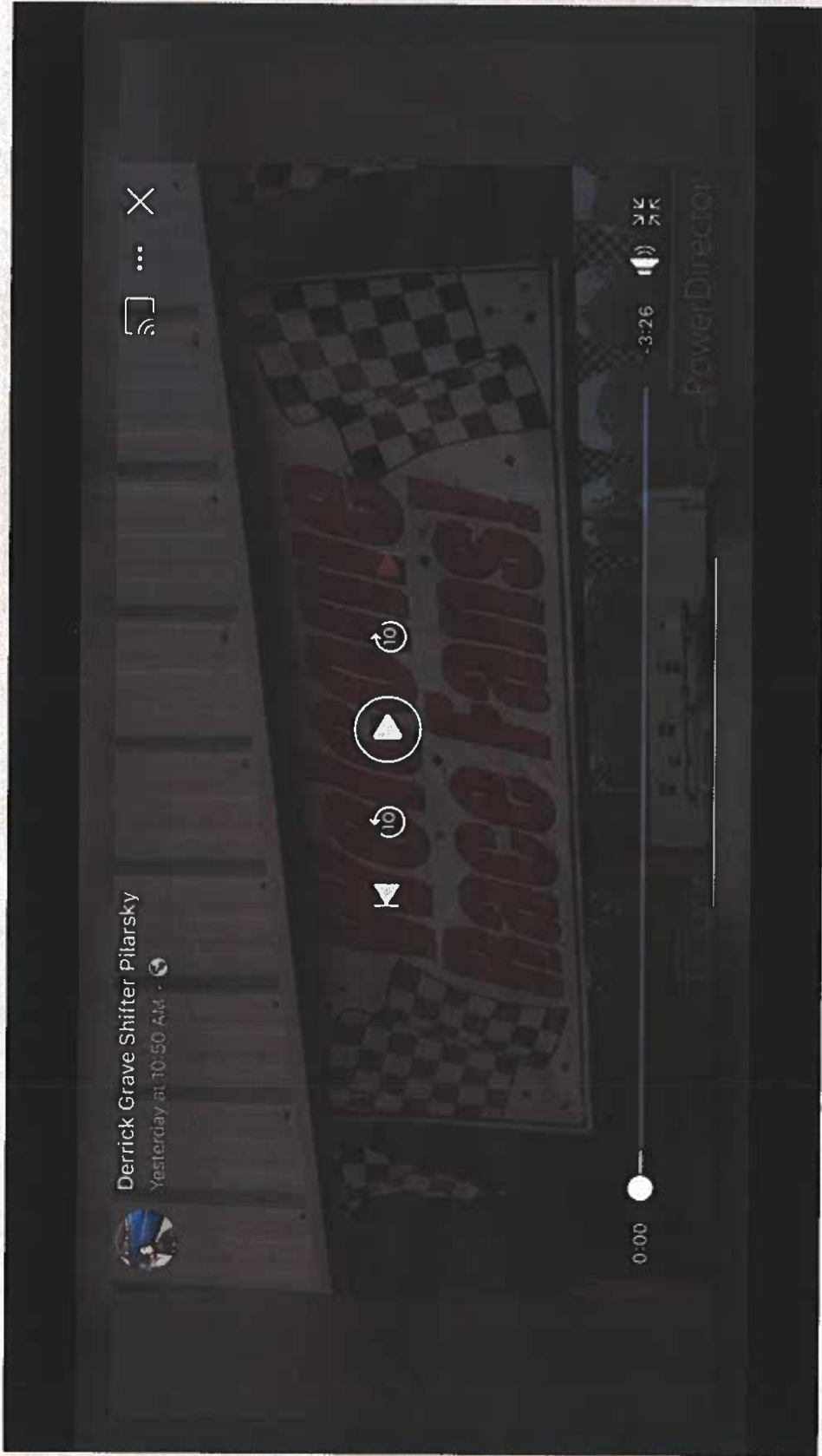
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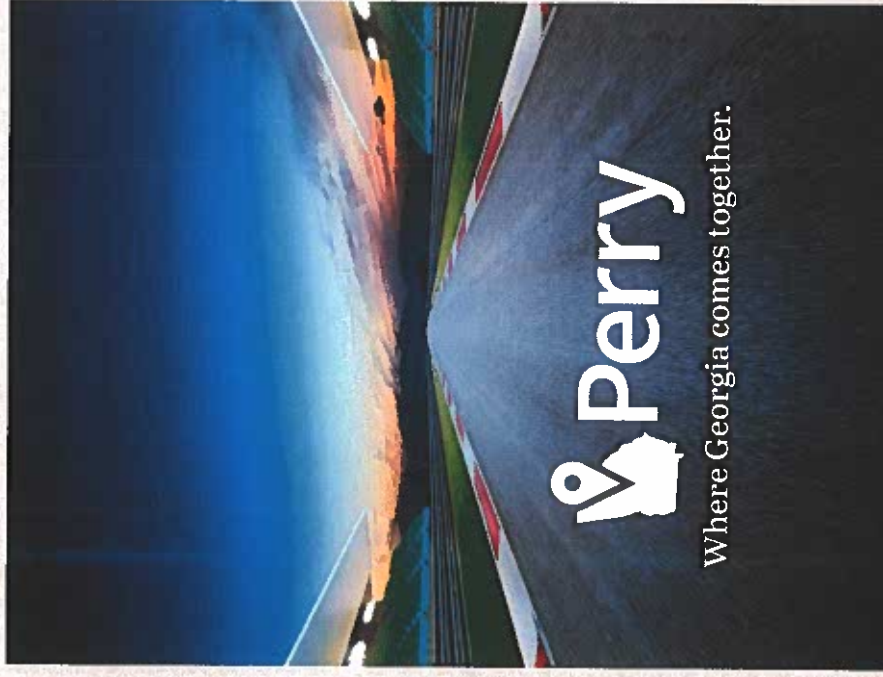
## OVAL TRACK



 Perry



Video Credit: Derrick Pillarsky



## Future Plans

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- Install electrical service
- Install timing systems
- Develop the "Rock Crawler Track"
- Develop the Drag Strip
- Establish Rental policies & fees for tournaments.

## Questions?







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**OFFICE OF THE CITY MANAGER**

**MEMORANDUM**

**TO:** Ms. B. Newby  
Mr. R. Smith  
Ms. A. Fitzner *LF*

**FROM:** Lee Gilmour, City Manager

**DATE:** 7.27.21

**RE:** Waste Management contract amendment

Attached for your review is the proposed amendment between the City and Advanced Disposal Services of Middle Georgia, LLC (Waste Management). Please review and be ready to discuss at Council's 8.2.21 work session.

**FIRST AMENDMENT TO  
AGREEMENT BETWEEN  
THE CITY OF PERRY, GEORGIA  
AND ADVANCED DISPOSAL SERVICES  
OF MIDDLE GEORGIA, LLC**

**THIS FIRST AMENDMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 2021, to the Agreement dated December 1, 2017, (the "Agreement") by and between the City of Perry, Georgia (the "City"), and Advanced Disposal Services of Middle Georgia, LLC, a Georgia limited liability corporation (the "Company").

**WHEREAS**, the City and Company desire to extend the term of the agreement and modify the scope of services to include the weekly collection of yard waste and bulky items; and

**WHEREAS**, the City and Company desire to document the adjustments to Company's compensation during the extended term;

**NOW, THEREFORE**, the City and Company agree as follows:

**Section 1. Term.** The term of the Agreement shall be extended to and through December 31, 2024, however, either party may terminate this Agreement for its convenience absolutely and without further obligation by giving the other party at least ninety (90) days' written notice.

**Section 2. Scope of Services.** The Company shall purchase existing carts provided to residents by the City (approximately 14,000) for \$280,000 on or before September 1, 2021. Once ownership transfers to the Company, the Company shall be responsible for cart maintenance, including tracking inventory, cart delivery, cart replacement and cart repair. The City shall be responsible for requesting new/replacement carts on behalf of residents. Contractor shall provide carts to new residents within three business days of the City's request. Contractor shall provide replacement carts or collect cart pickups from residents on the next scheduled pick up day after receipt of notice from the City.

**Section 3. Compensation Adjustment.** Effective September 1, 2021, Company's compensation shall be increased to Thirteen and 89/100 Dollars (\$13.89) per residential unit and to Four and 11/100 Dollars (\$4.11) per cubic yard for commercial units. Effective September 1, 2022 and each September 1 during the remainder of the term of this Agreement, Contractor's compensation shall be increased by the increase, if any, of the Consumer Price Index ("CPI"). For purposes of this Agreement, CPI shall mean the Consumer Price Index for Water, Sewer, and Trash CPI, Not Seasonally Adjusted, All Areas, (WST CPI) (published by the Bureau of Labor Statistics, U.S. Department of Labor ("C.P.I.)) shall have increased or decreased during the most recently

available preceding twelve month period. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision.

**Section 4. Force Majeure.** Section 11 of the Agreement regarding force majeure shall be eliminated and replaced with the following language:

**FORCE MAJEURE.** Except for the failure to make payment when due, neither Party shall be in default for its failure to perform or delay in performance caused by an Uncontrollable Circumstance, and the affected Party shall be excused from performance during the occurrence of such events. For purposes of this Agreement, "Uncontrollable Circumstances" means any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, epidemics and pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), declarations or acts of domestic or foreign governments, or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a Party.

**Section 5. Modification of Contract.** Except as expressly set forth herein or as necessary to carry out the terms of this Amendment and the Agreement, no amendment of the terms of the Agreement is intended hereby and the Agreement and all its terms and conditions shall remain in full force and effect.

**Section 6. Entirety:** This Amendment is hereby incorporated into the Agreement and together therewith they contain the entire Agreement between the parties as to the matters contained therein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands as of this \_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF PERRY, GEORGIA**

ATTEST:

\_\_\_\_\_  
Clerk

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Mayor

**ADVANCED DISPOSAL SERVICES  
OF MIDDLE GEORGIA, LLC**

ATTEST:

\_\_\_\_\_  
Assistant Secretary

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



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**OFFICE OF THE CITY MANAGER**

**MEMORANDUM**

TO: Mayor/Council  
FROM: Lee Gilmour, City Manager *LG*  
DATE: July 26, 2021  
REFERENCE: Design change

After reviewing the responses to the proposed South Langston Road extension, the Administration requests Council approve the below adjustments.

1. Change the design from Perry Parkway style (two lanes each direction/grass median/limited crossovers) to Lake Joy Road style (one lane each direction/continuous left hand turn/and unlimited crossovers).
2. Bring the street intersection with US 341 South to Saddlecreek Road/US 341 South intersection.

cc: Mr. R. Smith  
Mr. C. McMurrian



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**OFFICE OF THE CITY MANAGER**

**MEMORANDUM**

TO: Mayor/Council  
FROM: Lee Gilmour, City Manager  
DATE: July 23, 2021  
REFERENCE: Succession request

Ms. V. Sanders, Customer Service Manager, has advised the City she is retiring effective 1/1/2122. The Administration requests Council's approved to begin the replacement process and allow time for cross-training.

cc: Mr. R. Smith



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**OFFICE OF THE CITY MANAGER**

**MEMORANDUM**

TO: Mayor/ Council  
FROM: Lee Gilmour, City Manager  
DATE: 7.28.21  
RE: Survey results

Following up on your July 19, 2021 directive attached are the results of surveying comparable cities concerning their smoking policy. All the responses state smoking products are prohibited in city owned buildings and vehicles. Based on this data the Administration recommends Council establish a non-smoking policy for its buildings and vehicles.

cc: Ms. B. Newby  
Mr. R. Smith



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## SURVEY ON TOBACCO USE POLICIES (NO SMOKING)

**Canton:** All City buildings and vehicles are designated as smoke free areas. Neither smoking nor tobacco product use is permitted within fifteen feet of any City building entrance or exit and is not permitted in any City vehicle. Prohibited products include cigarettes, cigars, pipes, all forms of smokeless tobacco; clove cigarettes; any smoking device that uses tobacco such as hookahs or simulates the use of tobacco such as electronic cigarettes. Policy applies to both employees and visitors of the City. Smoking and tobacco use will be restricted to a designated tobacco use area or in the employee's privately-owned vehicle as long as it is not within fifteen feet of any City building entrance or exit.

**Chamblee:** The use of tobacco products, electronic cigarettes, or any vaping product is prohibited in or within fifty feet of any City building and City-operated park or recreation area, and in City vehicles. This policy specifically prohibits the use of products to include cigarettes, cigars, pipes, all forms of smokeless tobacco; clove cigarettes; any smoking device that uses tobacco such as hookahs or simulates the use of tobacco such as electronic cigarettes. Policy applies to both employees and visitors of the City. Smoking and tobacco use is restricted to the employee's privately-owned vehicle, as long as it is parked more than fifty feet from any City building and City-operated park or recreation area where smoking is otherwise authorized by law.

No employee shall use tobacco products, electronic cigarettes, or vaping products in a City vehicle or while operating any City equipment such as tractors, lawnmowers, weed eaters, jack hammers, etc., and such products shall only be used at work during authorized rest or meal breaks.

**Douglasville:** Section 16-2. Safety rules. Policy states "Do not smoke or allow smoking within the vehicle".

**Dunwoody:** Use of tobacco in any form, vaping and e-cigarettes are permitted only in designated outdoor places. Smoking is prohibited by law in any area where paint or other flammable materials may be present. Other than in the designated outdoor places, tobacco use in any form, vaping and e-cigarettes are not permitted on City-owned or City-leased property, in any City-owned public park, at any City event while on work time, in any City vehicle, nor within 25 feet of any building entrance, City vehicle, air intake duct or window. Employees who are in uniform or who are otherwise readily identifiable as employees or representatives of the City shall take reasonable steps to ensure that their tobacco use, in any form, vaping, or use of e-cigarettes is not observable by the public.



**East Point:** No response

**Kennesaw:** No response

**LaGrange:** The use of any tobacco products is prohibited inside City buildings and/or City property except in designated smoking areas; all City vehicles are designated as non-smoking areas. This includes the use of smokeless tobacco products.

**Lawrenceville:** No response

**Newnan:** No response

**Peachtree Corners:** Does not have a smoking policy

**Rome:** Smoking and/or the use of nicotine products (including smokeless) is prohibited at all City buildings (inside and outside), at city sponsored events, in City-owned vehicles and equipment, and on all city property including sidewalks, parking lots and parks. Tobacco use is defined as the use of tobacco leaves that may be smoked (in cigarettes, cigars, and pipes), applied to gums (as dipping and chewing tobacco), or inhaled (as snuff). Note: Smoking Areas may be designated by each operating department.

**Statesboro:** Employees and visitors will be prohibited from smoking inside any City-owned or leased buildings or vehicles. Smoking includes any form of tobacco products that are smoked (e.g., cigarettes, cigar, pipes, electronic cigarettes) or applied to the gums (e.g., dipping, chewing tobacco, or snuff) and/or inhaled.

**Stockbridge:** No response

**Woodstock:** Did not answer question. Sent a copy of their Tobacco-Free Attestation used to receive a \$75 monthly discount on their health insurance premium.



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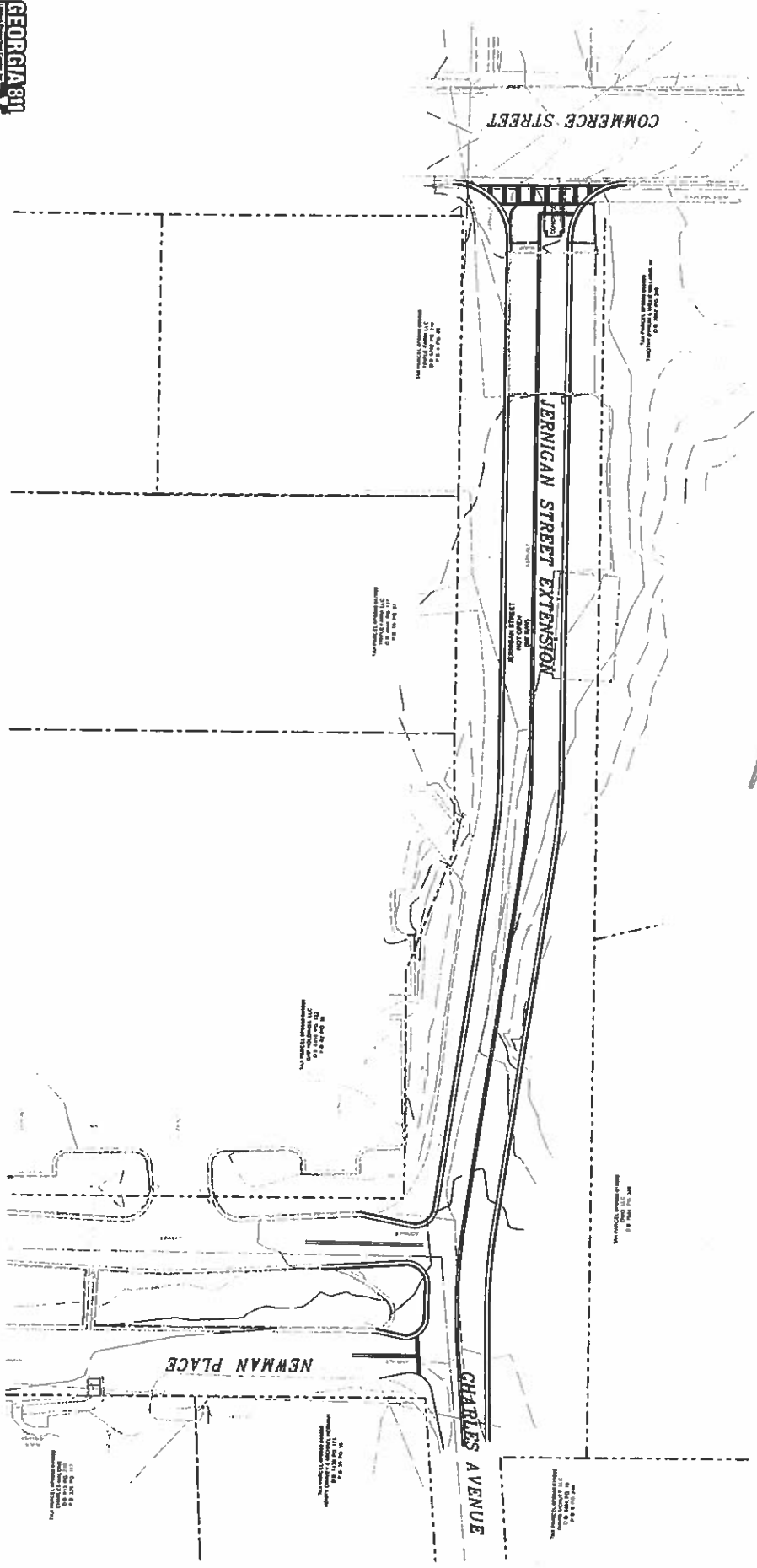
**OFFICE OF THE CITY MANAGER**

**HOUSTON COUNTY**

**COVID-19 STATUS REPORT**

Week Ending	Cases	Deaths	Total Hospitalized	Total Cases	Total Deaths	Hospitalized
2/26/20	0	0	?	0	0	?
3/04/20	0	0	?	0	0	?
3/11/20	0	0	?	0	0	?
3/18/20	1	0	?	1	0	?
3/25/20	4	1	?	5	1	?
4/01/20	30	3	?	35	4	?
4/08/20	57	3	?	92	7	24
4/15/20	60	2	4	152	9	28
4/22/20	36	4	(5)	188	13	23
4/29/20	31	0	-	219	13	23
5/06/20	54	1	3	273	14	26
5/13/20	17	1	(12)	290	15	14
5/20/20	45	1	(10)	335	16	4
5/27/20	23	?	-	358	16	4
6/03/20	18	1	-	376	17	4
6/10/20	32	3	-	408	20	4
6/17/20	62	-	11	470	20	15
6/24/20	75	3	4	545	23	19
7/01/20	107	1	-	652	24	19
7/09/20	219	5	11	871	29	30
7/15/20	189	3	19	1,060	32	49
7/22/20	237	4	(6)	1,297	36	43
7/29/20	275	6	(3)	1,572	42	40
8/05/20	275	8	4	1,847	50	44
8/12/20	201	12	(3)	2,048	62	41
8/19/20	259	-	3	2,307	62	44
8/26/20	260	2	(6)	2,567	64	38
9/02/20	103	6	(8)	2,670	70	30
9/09/20	144	3	(9)	2,814	73	21
9/16/20	131	2	(8)	2,945	75	13
9/23/20	138	5	2	3,083	80	15
9/30/20	80	2	(1)	3,163	82	14
10/07/20	69	2	2	3,232	84	16
10/14/20	114	2	5	3,346	86	21
10/21/20	122	5	-	3,468	91	21
10/28/20	147	3	16	3,615	94	37

Week Ending	Cases	Week Deaths	Hospitalized	Total Cases	Total Death	Total Hospitalized
11/04/20	174	3	(7)	3,789	97	30
11/11/20	106	1	(6)	3,895	98	24
11/18/20	161	3	(7)	4,056	101	17
11/25/20	156	3	(1)	4,212	104	16
12/02/20	163	-	18	4,375	104	34
12/09/20	267	-	2	4,642	104	39
12/16/20	342	-	17	4,984	104	56
12/23/20	459	6	20	5,443	110	76
12/30/20	551	3	-	5,994	113	76
01/06/21	738	2	52	6,732	115	128
01/13/21	693	9	(3)	7,425	124	125
01/20/21	598	8	(21)	8,023	132	104
01/27/21	448	11	(29)	8,471	143	75
02/03/21	406	3	-	8,877	146	75
02/10/21	28	2	(18)	8,905	148	57
02/17/21	215	2	(8)	9,120	150	49
02/24/21	173	12	(13)	9,293	162	36
03/03/21	123	7	(16)	9,416	169	20
03/10/21	113	3	(1)	9,529	172	19
03/17/21	65	4	1	9,594	176	20
03/24/21	79	4	1	9,673	180	21
03/31/21	81	4	(5)	9,754	184	16
04/07/21	64	1	—	9,809	185	16
04/14/21	61	1	(4)	9,870	186	12
04/21/21	77	2	(1)	9,947	188	11
04/28/21	67	2	3	10,014	190	14
05/05/21	73	4	3	10,087	194	17
05/12/21	49	1	6	10,136	195	23
05/19/21	26	2	(5)	10,162	197	18
05/26/21	10	5	(10)	10,172	202	8
06/02/21	16	1	1	10,188	203	9
06/09/21	13	1	(3)	10,201	204	6
06/16/21	14	-	(1)	10,215	204	5
06/23/21	13	3	(3)	10,228	207	2
06/30/21	12	-	5	10,240	207	7
07/07/21	22	2	—	10,262	209	7
07/14/21	36	-	4	10,298	209	11
07/21/21	68	-	6	10,366	209	17
07/28/21	112	-	16	10,478	209	33



**JERNIGAN STREET EXTENSION**

**SAUNDERS ENGINEERING CONSULTANTS, INC.**  
 104-C Gann Road, Conley, GA 30208  
 (478) 953-1228 (478) 953-1244 Fax

**SCALE**  
 1" = 20'  
 Graphical Scale: 1" = 20'

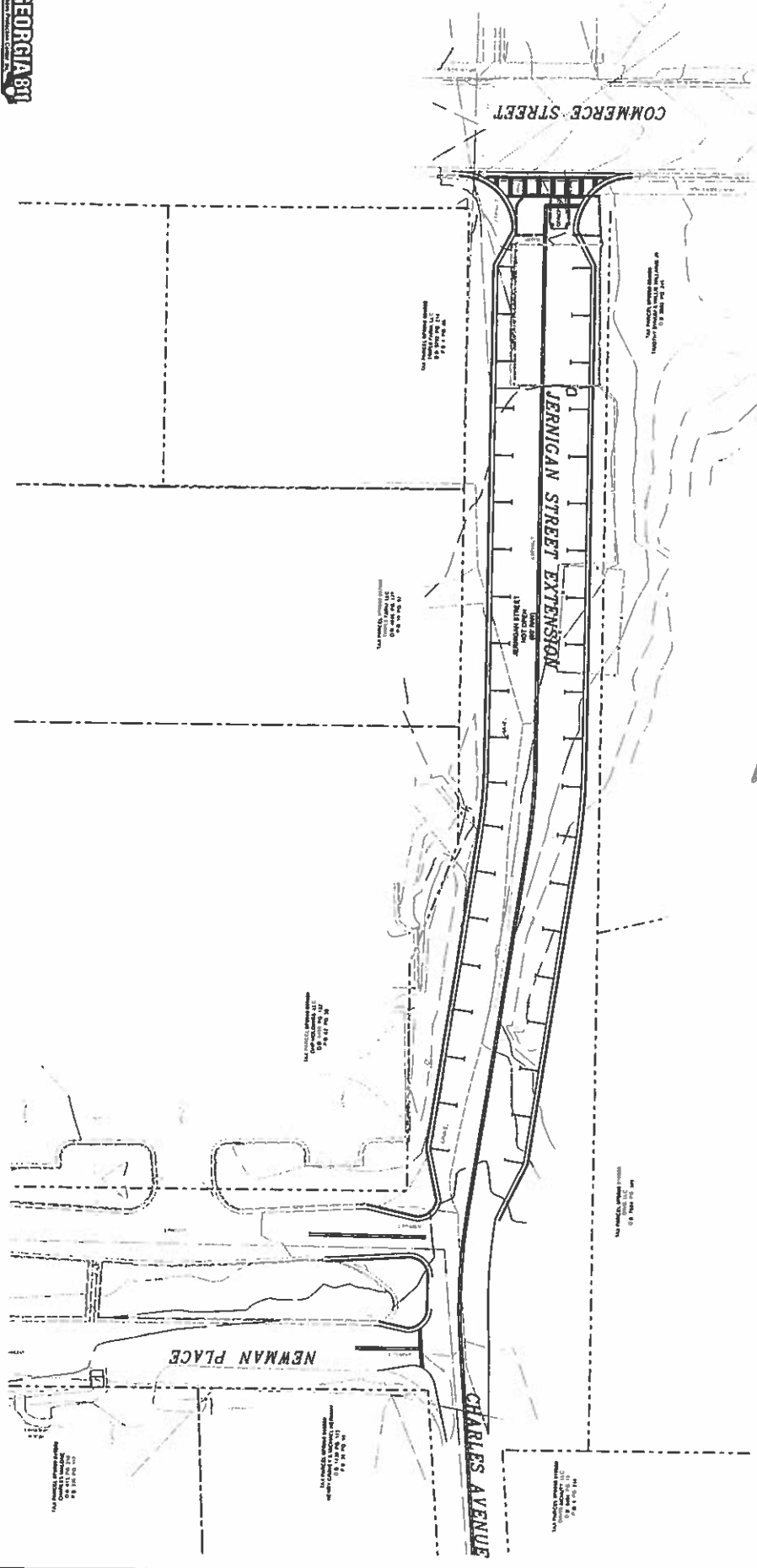
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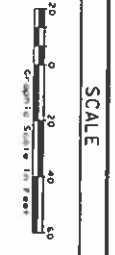
SAUNDERS ENGINEERING CONSULTANTS, INC.  
 104-C GANN ROAD, CONLEY, GA 30208  
 (478) 953-1228 (478) 953-1244 FAX

DATE	SCALE
01.11.2011	1" = 20'

SAUNDERS ENGINEERING CONSULTANTS, INC.  
 104-C GANN ROAD, CONLEY, GA 30208  
 (478) 953-1228 (478) 953-1244 FAX



**S** Saunders  
 Engineering  
 Consultants, Inc.  
 104-C Gunn Road, Columbus, GA 31929  
 (478) 853-1228 (478) 853-1240 Fax



DATE	REVISIONS	DATE	REVISIONS



**JERNIGAN STREET EXTENSION**

WITH ON-STREET PARKING

SAUNDERS ENGINEERING CONSULTANTS, INC.  
 CIVIL ENGINEERING  
 104-C GUNN ROAD, COLUMBUS, GA 31929  
 (478) 853-1228

DATE: 11/11

SCALE: AS SHOWN

PROJECT NO: 1111



104-C GUNN ROAD, COLUMBUS, GA 31929  
 (478) 853-1228 (478) 853-1240 FAX



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**OFFICE OF THE CITY MANAGER**

**MEMORANDUM**

TO: Mayor/Council  
FROM: Lee Gilmour, City Manager <sup>LG</sup>  
DATE: July 16, 2021  
REFERENCE: Future users proposal

The transportation network is rapidly changing with the increasing use of electricity powered vehicles. Recent examples are:

- Ford Motor Company will begin producing F-150 pickup trucks powered by electricity.
- Arctic Air is servicing the school buses from Bluebird powered only by electricity.
- General Motor's Cadillac SUV has a totally electric model.

Based on this changing environment the Administration recommends Council authorize partnering with the electric power providers to install vehicle charging stations. The trial site would be Heritage Oaks Park. The City would contribute 10% of the installation cost with the provider paying the balance and all future maintenance/replacement costs.

cc: Mr. R. Smith



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**OFFICE OF THE CITY MANAGER**

**MEMORANDUM**

TO: Mayor / Council  
FROM: Lee Gilmour, City Manager  
DATE: July 21, 2021  
REFERENCE: Municipal Court schedule

Due to the case load and delays as a result of COVID-19 the Municipal Court arraignment dates are doubling from two per month to four per month. This plus the added workload for court dates warrants an increase in the judges' compensation.

The Administration recommends the judges' compensation increase as shown:

Position	From	To
Chief Judge	\$ 2,767/mo	\$ 5,500/mo
Associate Judge	1,030/mo	2,100/mo

cc: Ms. M. Arrington