

City Council of Peachtree City

Agenda

June 3, 2004

7:00 p.m.

- I. Prayer
- II. Pledge of Allegiance
- III. Announcements, Awards, Special Recognition
 - Remind Attendees to Turn Off Cell Phones
 - Recognize Starr's Mill High School Girls Soccer Team as State AAAAA Runner-ups
 - Recognize Starr's Mill High School Boys Soccer Team as State AAAAA Runner-ups
- IV. Minutes
 - May 6, 2004, Regular Meeting Minutes
 - May 20, 2004, Regular Meeting Minutes
- V. Monthly Reports
- VI. Consent Agenda
 - 1. Consider CSX Agreement – Multi-Use Bridge Project Inspection Services
 - 2. Consider Extension of Term of Library Commissioner
 - 3. Consider Georgia Transmission Corporation Easement Modification
 - 4. Consider Budget Amendments
 - 5. Consider Provider for Compressed Natural Gas
 - 6. Consider Planning Commission Appointments
- VII. Old Agenda Items
 - 05-04-03 Consider Variance Request – 310/312 Peachtree Parkway North
 - 05-04-11 Consider Request from John Wieland Homes & Neighborhoods to Lift Annexation Moratorium
 - 05-04-13 Consider Funding for Development Authority Member Training
- VIII. New Agenda Items
 - 06-04-01 Consider Annexation Request Process
 - 06-04-02 Consider Kedron Village Expansion Conceptual Site Plan
 - 06-04-03 Consider Request from Fayette Senior Services for Funding
 - 06-04-04 Consider Request from Fayette County Council on Domestic Violence for Funding
 - 06-04-05 Consider CAR on Consent Agenda
 - 06-04-06 Consider Request for Funding for Glenloch Baby Pool Upgrade
 - 06-04-07 Consider Transportation Enhancement MOU for Phase 4 of GA 54 East Landscape Enhancement Project
- XI. Council/Staff Topics
 - Briefing on Status of TDK Blvd. Extension
- X. Executive Session

This agenda is subject to change at any time up to 24-hours prior to the scheduled meeting.

City of Peachtree City
Minutes of Regular Meeting
May 6, 2004
7:00 p.m.

The City Council of Peachtree City met Thursday, May 6, 2004, 7:00 p.m., in the City Hall Council Chambers. Council Members attending were: Mayor Steve Brown, Stuart Kourajian, Steve Rapson, Judi Rutherford, and Murray Weed.

Announcements, Awards, Special Recognition

Mayor Brown read a proclamation commemorating the 50th anniversary of the Brown v. Board of Education decision. May was proclaimed as Older Americans Month. The Library was recognized for receiving the We the People Bookshelf Award 2004. David McDaniel of Public Works was recognized as the Supervisor of the Quarter for the first quarter. Brown recognized the 10 & under Georgia Seminoles and the 13 & under Georgia Tigers baseball teams as the national champions in their age groups.

Minutes

Rutherford moved to approve the April 15, 2004, regular meeting minutes as amended. Kourajian seconded. The motion carried unanimously.

Monthly Reports

Brown noted that Community Action Day had been held on Saturday, May 1. It was a huge success and a lot of people in the community were helped. The City would be closed on Memorial Day, Monday, May 31. The Memorial Day celebration would start with golf cart rally leaving from The Gathering Place at 7:15 a.m. and the ceremony at City Hall Plaza beginning around 7:30 a.m. The top five accident locations were 54/74, 54/Huddleston, 54/MacDuff Parkway, 54/Line Creek, and 74/Crosstown Drive. Cart path paving year-to-date was almost double what it was last year. Hours for litter removal had also almost doubled. Rutherford suggested having a campaign to let people know what it cost the City to pick up litter.

Consent Agenda

1. Consider Resolution – Stormwater Notice of Intent
2. Alcohol License – Change in Licensee and License Representative –
Arnie's Fine Wine, Liquor and Beer
3. Alcohol License – Change in License Representative – Big Kmart
4. Consider Natural Gas Provider
5. Consider Budget Amendments

Rutherford moved to accept the Consent Agenda. Rapson seconded. Rapson pointed out on Agenda Item #4, Consider Natural Gas Provider, that the contract was awarded on the five criteria submitted for the actual bids. The motion carried unanimously.

Old Agenda Items

03-04-03 Consider Addition of Fees to City Schedule (Recreation)

Leisure Services Director Randy Gaddo addressed Council and went over the major changes to the fees. Council had directed his department to take a comprehensive look at fees. There were three broad categories of recommendations, including new fees, additions to existing fees, and housekeeping items. Staff asked that Council approve the fees effective immediately, but to give staff latitude on when to implement the change. The plan was to implement the fees when it made the most sense, such as during the registration period.

The first new fees involved the Fourth of July celebration. Staff felt it would be appropriate to implement the fees next year since it was getting close this year. Gaddo said staff recommended charging a fee to anyone who lived outside of the City and wanted to be in the parade. There would be no fees for residents or commercial entries in the City. City residents would also be able to register a week before anyone else. A \$25 fee would be charged for County residents and \$50 for Fayette County commercial entries. No entries would be allowed from outside the County unless they were political candidates whose districts included Peachtree City.

Additional July 4th fees included \$400 plus a refundable security deposit to allow vendors to sell food, non-alcoholic beverages, and novelty items. Twenty spaces would be identified this year, 10 spaces at Drake Field and 10 at City Hall Plaza. A staff person would be on-site to monitor. If this went well, staff would consider adding more sites in the future. The fees would help offset the costs for the celebration.

Gaddo continued that another new fee was a facility maintenance fee for youth sports. Staff recommended a \$5 per person per season fee for Fayette County residents and a \$10 per person per season fee for out-of-county residents. The youth organizations had looked over the fee increase and the Recreation Commission held two public hearings. The youth associations liked the maintenance fees. The money would be collected at registration and placed into an account in the City budget, and the money could only be used for facility improvements for the particular sport. Staff and the association officers would coordinate and make decisions on where the money would go each year. The exception would be the BMX Association. There were 26 races held each year and the BMX Association would charge \$1 per rider per race category for each race. A racer could enter more than one category. The fees would help offset the maintenance of the facilities, which were heavily used.

There would also be a change in the fees charged for recreation classes. The facility maintenance fee would be \$1 per person per class. The fee would come back 100% to the City and would offset the expenses to maintain the Kedron Fieldhouse and Aquatic Center, Glenloch Recreation Center, and The Gathering Place, which were the three main programming spaces. The out-of-county fees for classes would be 50% more than fees for City and Fayette County residents.

Rutherford asked if the vendor fee for the July 4th activities was just for the time of the fireworks display. Gaddo said the fee was just for the fireworks and that they would look at the parade in the future, depending on how things worked at the fireworks.

Rapson suggested that booths should also be placed at Drake Field, since there were a lot of people there. Rapson said he would like to limit the parade to 25% commercial entries. He noted that he had gotten many complaints from residents who felt the parade was losing its small-town feel. Last year, there were 165 entries in the parade and almost 50% of the entries were commercial. Rapson said the 25% parameter would not include civic organizations, non-profit organizations, or Scouts. Rapson also suggested putting all the commercial floats at the end of the parade or putting a fire engine at the beginning and end of the parade so the crowd would know when the parade was over.

Kourajian said he would like to see more school bands and beauty queens in the parade and suggested that the fees be waived for them. He added that he would also like to see a break for non-profit and civic groups. Gaddo pointed out that once the standard was established and exceptions were made, other groups would use the exceptions to make their own case. Gaddo said he needed guidance.

Rapson said the parade should be limited to 25% commercial entries and that people outside of Fayette County should be excluded. Rapson said bands and non-profits would not be a part of the mix. Gaddo said Fayette County residents would pay a \$25 or \$50 fee, unless an exception was made. Rutherford suggested making the Fayette County non-profit organizations non-paying entries. City Manager Bernard McMullen suggested creating a new category of Fayette County non-profit organizations and allowing those groups in the parade at no charge. Weed said they would also have to define a band. Rutherford suggested just specifying high school bands. The consensus among Council was to use school bands as the definition.

Gaddo noted that the Shakerag Arts and Crafts Festival vendor fees had not increased in many years and many improvements had been made to the area. Even with the increases, the fees would still be well within the festival charges throughout the area. Spaces with no electricity would increase from \$50 to \$75. Spaces with electricity would increase from \$75 to \$105.

Open swim fees at Kedron and the summer pools would increase from \$2 to \$3 for adults and children ages 12 and older, and from \$1 to \$2 for children ages three to 11 and adults ages 65 and older. Children under three were free. The fees were in line with other pools in the metro area. Individual pool season passes would increase from \$50 to \$60. Passes for a family of two would increase from \$100 to \$120, a family of three would increase from \$125 to \$155, and a family of four or more from \$150 to \$190. Room rental rates at Kedron would increase by \$10 across the board. The increase in fees would help offset the high operating costs at Kedron.

Rutherford recommended an additional increase in the Shakerag fees. She continued that \$100 for a booth without electricity was still a deal for multiple days. She also recommended charging \$130 for electricity and \$200 for double sites. Rutherford said the additional money could be used to advertise the festival.

Rapson asked if the \$30 fee for electricity covered the cost and suggested raising the fee to \$50. Gaddo said, that even at \$150 for a booth with electricity, the fees were well within the standards. The fees were set at \$100 for a booth without electricity, \$150 for a booth with electricity, and \$250 for a double site.

Gaddo continued that staff had reviewed the fee structure and found there was not documented Council approval for all of the fee schedules. He asked Council to approve the method of calculating the fees to allow the Department the latitude to adjust the fees when necessary, rather than approve a specific fee. Camp McIntosh included four two-week sessions with a maximum capacity of 50 campers. The fees were based on the activities and trips. The fees were compared to other camps every year to remain competitive. The fees had only been raised twice in the last five years. Early bird discount registrations were also offered and helped fill up the later sessions. Next year, staff wanted to offer a 10% discount per camper per session across the board to compete with the other camps in the area.

Each instructor for the classes assessed their own class value and set a cost in coordination with staff. The cost was documented in a written agreement each session. The fee was split 80% to the instructor and 20% to the City for expenses. Gaddo asked Council to approve the method. He noted the method had been used for years, helped get excellent instructors, and was in common use throughout the state.

Gaddo also addressed special events and trips at The Gathering Place. The fees were determined by the cost of the event, food, and transportation plus 10% that was added to cover any costs that were not anticipated. The fees for adult sports were determined by equipment, supplies, awards, t-shirts, and an additional 10% to cover anything unexpected. Gaddo included a standard rental fee schedule for the City facilities. The rates for out-of-county residents were raised considerably.

Brown noted that the proposed changes would bring a revenue increase of \$136,792, which included \$41,000 in association fees.

Rapson noted that the fees were a way to keep the programs in place and make them self-supporting. The intent was not to make a profit, but to recoup the City's cost and overhead. Gaddo agreed.

Rutherford moved to approve the request from the Recreation Department, the fee review, and the housekeeping articles, that the parade be kept to 25% commercial, and that Fayette County school bands and Fayette County non-profits be adjusted for, and to

accept the increases in the rates at Shakerag, and to give the latitude needed on the camps. Rapson seconded. The motion carried unanimously.

New Agenda Items

05-04-01 Consider Amendments to Soil Erosion and Sedimentation Ordinance

City Engineer Troy Besseche noted the changes to the ordinance, which kept the City ordinance current with the state. Permit fees were also involved. Land disturbance permits were \$100 per acre, and the state had mandated that construction activity be permitted under the state's National Pollutant Elimination Discharge System (NPEDS). There were also changes regarding to sizes of sites and education requirements for inspectors and plan reviewers.

Rutherford asked if the fees stayed with the City or were forwarded to the state. Besseche said a portion went to with the state and a portion went to the NPEDS.

Rutherford moved to accept the changes to the Soil Erosion and Sedimentation Ordinance. Rapson seconded. The motion carried unanimously.

05-04-02 Public Hearing – Consider Rezoning Request – V-R Villa Residential to R-22 Residential

05-04-03 Public Hearing – Consider Variance Request – 310/312 Peachtree Parkway North

Rapson moved to hear agenda items 05-04-02 and 05-04-03 together. Rutherford seconded. The motion carried unanimously.

Nicholas Fouts, the applicant, addressed Council. Fouts said he had worked in the City for five years and his family had decided to make their home here. The plan was to build two homes – one for his family and one for his in-laws. The request to rezone would allow the 1.97-acre tract to be split into two parcels. The request was for R-22 zoning, which allowed the lot sizes, but Fouts said they would build the homes to R-43 standards. The surrounding property was zoned R-43.

Fouts continued that only Council could approve the variance request necessary for the shared driveway off Peachtree Parkway. The access easement was on the north part of the property and wrapped around behind the TDK property. Fouts noted that they preferred not to use that easement as a driveway. One reason was that it could be confusing for emergency services personnel who would have to enter through #314 to access #310 and #312. Fouts said they felt their proposed entrance would work since it was just south of the three-way stop at Peachtree Parkway and Flat Creek Road and traffic would still be moving at a slow rate of speed. He noted that the last strip on the north and east side was a prescriptive easement for Gary Stout's property, which was four acres located behind the Fouts' parcel.

Rapson said his concern was the driveway off Peachtree Parkway. He asked if anyone had talked to TDK about sharing its driveway, which already existed. Fouts said the

driveway was part of the prescriptive easement, which was 387 feet to the north of his parcel's northern most property boundary. The existing drive at TDK was also part of the easement.

Gary Stout, owner of the STX Corporation, which owned the adjacent lot behind the Fouts, told Council that the easement was part of his property, which was located behind TDK's property and the Fouts' property. He wanted to make sure access to his property was not affected.

City Planner David Rast addressed Council. The property had been zoned V-R Villa Residential for many years. The parcel and the adjoining TDK property were the only two parcels in the City zoned V-R. Previous development proposals included rezoning the property for a dental office or high-density extended stay projects. Rast said the land use map identified the parcel as LUR Limited Use Residential or a cluster subdivision, which also increased density. By separating the parcel into two lots, the tract would be similar to others on the parkway, but the lots would still be 0.3 acres short of the R-43 zoning requirement. Rast said the property requirement was met by R-22 zoning and the R-43 conditions could also be met with R-22 zoning. Rast said Fouts had agreed to meet the R-43 zoning requirements. Rast said they met with the golf course owners, who were amenable to adjusting the property line and allowing the size of the lots to increase to one acre each. Staff supported the rezoning to R-22, with the condition that the property be developed at R-43 standards to remain consistent with the surrounding area. The Planning Commission had voted to approve the rezoning.

Rast continued that the second issue was the driveway. A variance was required to get the curb cut for the driveway. Staff recommended the variance with the condition that the Fouts locate the driveway as far north as possible from the three-way stop at Peachtree Parkway and Flat Creek. The northern most property line was about 450 feet from the centerline of Flat Creek Road and was located on a curve, which required some engineering to ensure the site distances were fine.

Rapson asked what the density was for V-R Villa Residential zoning as opposed to the two homes. Rast said up to 3.6 units per acre could be developed with V-R zoning. Rapson said he supported the two houses, but he had concerns about the driveway, which would be located right on the curve. Rapson added that drivers coming down the hill to the three-way stop often had to ride their brakes. The TDK driveway was just before the curve and drivers coming down the hill could see the driveway. He also expressed concern about the four acres located behind the parcel.

Kourajian asked where the access would be if there were a plan for six homes on the parcel. Rast said if there were a plan like that, the owner would have to come and ask for a curb cut. Rast said there was a 30-foot prescriptive easement on the property that allowed Stout access to his property. There was another access easement to the right-of-way. Another variance would be required when Stout's property was developed.

Rapson said the right-of-way cut was the entrance to the existing house on the TDK property. He said he understood why they did not want the driveway behind the house, but asked why they could not use the existing driveway. Rapson said there was a parking problem at TDK, and extending the road would help with the parking problem at the TDK house as well. Rast said he did not know if the Planning Commission considered that option, but he also did not foresee the TDK property as being the TDK guesthouse forever. A driveway cutting through that property could bisect the property and keep it from further development.

Rapson asked why the existing driveway could not be used. He noted the TDK always had a parking problem, and the driveway extension could help with that. Rast said there would not be a TDK guesthouse on the adjacent property forever. Rapson said his concern was the line of sight. Brown said he would rather see the driveway in the easement.

Fouts said he understood their concerns, but pointed out that there was a better line of sight along the northern edge of the property. Brown said he was also concerned about future owners sharing a driveway. Fouts noted that one driveway served three homes directly across Peachtree Parkway. The shared driveway and maintenance would be put into the covenants. Fouts said it was also an aesthetic issue and that the driveway would look better. He pointed out that their homes would be located 150 feet further back than the TDK house.

Brown noted that traffic on the Parkway would increase once Target was built and he did not see another curb cut helping the traffic situation. Rast pointed out that there had been a similar circumstance with another recent rezoning and the ordinance allowed two houses to share a private driveway the way it was written. Rast said to allow the homes to be served by the TDK driveway would violate the City's ordinance. Rapson added that if shared driveways were not permitted, then the other four acres could not be developed and Council had to take that into consideration. He said the other four acres had to be considered.

Rapson asked if the driveway could go through the easement without TDK's approval. City Attorney Ted Meeker said not until the easement rights were determined.

Kourajian asked for a more informed opinion regarding the traffic danger. Stout said he bought the property from the Greer family exclusively with the understanding he would always have an easement, and he had written documentation. Stout requested that Council postpone the variance request for 30 days to give everyone time to investigate. Rapson said that was a reasonable request to him. Stout said there were two or three different issues. If, and when, he decided to build a home on his property, he wanted to do so without imposing on others. Bill Degner, another property owner behind the parcel, noted that the Flat Creek/Peachtree Parkway intersection was very busy. Degner understood the traffic concerns and he supported the applicant's request, but he would also like for Council to have more time to look at the facts.

Brown moved to table the variance until the next meeting. Weed said it was fine to table the variance as long as Council knew exactly what data it wanted. Brown said he wanted to know if there was a valid prescriptive easement to the rear of the property. Meeker clarified the easement issue and said that Fouts was requesting a curb cut off the Parkway, whether it was at the end of the property where the access easement was located or further down directly to the property. Council permission was needed either way. The motion died for lack of second.

Rast clarified the request on the map at Rutherford's request and also showed Council the existing TDK driveway location. Rapson reiterated that they should append to the existing driveway. Weed agreed that the proposed driveway might be aesthetically pleasing, but he thought a separate driveway would be unsafe.

Fouts explained that part of the reason he asked for the variance for the curb cut was that the land would never truly be his. His driveway would become a road, because it was Stout's access to his property as well. Fouts agreed there was a perceived traffic hazard, but said the traffic did not have a chance to gain much speed at the point of the driveway.

Brown asked if the rezoning hinged on the variance request. Meeker said they were two separate items.

Weed moved to approve the rezoning request as presented with the conditions as set forth in the materials presented in the agenda packets. Rutherford seconded. Brown clarified the rezoning was from V-R Villa Residential to R-22. The motion carried unanimously.

Rapson moved to table the variance request for the curb cut at this time. Kourajian seconded.

Weed said he did not see why the request should be tabled. He continued that Fouts deserved a decision. Weed asked what further information was needed to make the decision. Rapson said he wanted to know more about the prescriptive easement or talk to TDK about using the existing driveway in some manner. Kourajian said he wanted a more learned opinion about possible traffic hazards. Besseche said that, of the two locations, the northern most location would be the safest. Kourajian asked if the other location was unsafe. Besseche said he had not looked at the site distances. The concern was not just the posted speed limit, but also the speed at which people actually drove on the Parkway.

Council discussed the date and the consensus was to table the variance until the June 3 meeting. The motion carried 3-2 (Rutherford, Weed).

05-04-04 Public Hearing – Consider Amendment to Zoning Ordinance – LUC-16 Limited Use

Peter Korbett of MetroSouth addressed Council. Korbett said the amendment would change the loft apartments to fee simple townhomes. There would be 80 units. The

Lexington Circle Homeowners Association supported the amendment. The commercial area would remain in the middle of the property and would keep the same feel as the Bob Adams Homes' plan.

Rast gave a brief history of the project. He noted that the Lexington Circle development had been quite contentious. The City hired a consultant and had developed a plan that everyone agreed to. The stringent LUC zoning was also developed. It was the only development in the City with an active commercial Architectural Review Board (ARB). The original vision was a Main Street-type of development along the main boulevard, with the commercial/retail close to the street. People would be able to walk from parcel to parcel, and the neighborhood could access the retail area by walking or golf cart. Eighty lofts would have been located on the second and third floors of the retail buildings. Now, the project's developers felt the lofts would not work. Rast said they had not asked for an increase in density of the multi-family component, but were asking to remove the second-floor lofts from the retail area and make them fee simple townhomes. Korbett had met with the adjoining property owner, Bill Lasseter, and they had agreed to the number of units. Korbett had agreed to delete the 30,000 square-foot single tenant retail space on the MetroGroup property. The overall square footage would remain at 300,000 square feet for the entire commercial portion, but the caveat for the single box would be deleted. The site plan would not be approved at this meeting. Rast said staff recommended that the two changes be adopted as part of the LUC-16 Limited Use Commercial ordinance. The Planning Commission also recommended that the changes be approved. The Planning Commission had some concerns, but Korbett had met with Rast and a member of the Planning Commission to discuss those concerns. Two conditions were included in the recommendation – that approval of the zoning ordinance changes did not mean the plan submitted by the applicant was approved, and that the applicant would continue to work with the Planning Commission and ARB to come up with a revised plan for the overall development.

Brown said the drawing submitted with the ordinance amendment request was drastically different from the original master plan. He shared the Planning Commission's concerns. He said he was in favor of improving anything, but did not want to go in the other direction. Korbett said the layout was simply to show the number of units and the greenspace. Brown noted there were also new restrictions on the housing mix in cities and the City needed more housing diversity. The 800 square-foot lofts would have provided the diversity. Brown said he and Korbett had discussed adding a third floor to the commercial area for lofts and backing the same number out of the townhome plan. He also wanted a more concrete idea of what the townhomes would look like.

Rutherford asked if the townhomes were a back door to getting multi-family in the area. She questioned whether taking out the lofts just created another 80 multi-family units and pointed out the ordinance specifically included lofts. Meeker noted that the multi-family moratorium had an exception for parcels already zoned multi-family, and the lofts were considered apartments, which were multi-family. One multi-family component could be replaced with another multi-family component.

Kourajian asked why Council was designing the project. Rapson agreed that Council was not the Planning Commission. He said he was fine with the approach, but not with changing the zoning. He said there would be a 31% increase in square footage for the residential component since the lofts were 800 square feet and the townhomes would be 2,000 square feet. Rapson said they did not show how the commercial component would look on the plan, and he wanted to see how the whole plan would look. Rapson felt the townhomes would probably be a better fit.

Rast noted that the LUC and LUR zonings were very site specific and what had happened at Lexington Circle to this point had somewhat followed the plan. Korbett was looking for the option to build townhomes instead of lofts. The original concept had developed around an entertainment complex, and the development did not have that. Rast suggested the ARB and the Planning Commission should look at the original plan and modify it based on what had taken place. Rast said, if the amendment were denied, then it would be six months before the applicant could reapply.

Korbett said he always wanted a "Main Street" feel to the development, and they were using the same designer as The Avenue. Korbett asked Council to allow the ARB and the Planning Commission to be the "guardian at the gate." He said he could not do anything until his plan got past them.

Brown asked Meeker if Council could approve the amendment pending the applicant's meeting with the ARB and the Planning Commission. Meeker said Council could always put conditions on any approval, but he would rather they took care of the issues from the front end rather than argue enforcement on the back end.

Korbett said they were trying to do something good for the neighbors, the City, and his company. Meeker pointed out that part of the concern was that not all of the property affected by the change in the ordinance was under Korbett's control. The application was from only one property owner. Rutherford said they would have to extend the same rights to all the property owners, and she was not ready to give those rights away. Brown agreed it would better to meet with all the owners.

Rutherford moved to table the agenda item until the discussion with all owners could take place and not later than the first meeting in June. Rapson seconded. The motion carried unanimously.

05-04-05 Consider Authorization to Use BOE Agreement for Copiers

Assistant Finance Director Janet Camburn addressed Council and told them the leases were up on several of the City's copy machines. Some of the machines were leased through the City and some were leased through the Board of Education (BOE). Most of the leases had expired or would expire this year. Due to increased maintenance costs, IKON could not honor the current month-to-month contracts much longer. Camburn said staff recommended the City enter into a similar agreement with IKON Office Solutions, Inc. IKON was willing to let the City piggyback on the BOE agreement. Camburn

pointed out that doing so would save a great deal of staff time. She added that the City would get the same rates as the Board of Education, which were less than the state contract rates, and that the individual agreements would fit the City's needs.

Rapson moved to approve the recommendation to lease the copy machines under the master agreement with IKON Solutions. Rutherford seconded. The motion carried unanimously.

05-04-06 Consider Stormwater Data Development Services

Besseche told Council that the City's stormwater consultant, Integrated Science and Engineering, recently completed a stormwater utility feasibility study. The results were presented at the Council Retreat on April 16-17. The work was done in conjunction with the City staff and the Stormwater Advisory Committee. The work demonstrated the need for a stable and secure funding mechanism recommending a user fee system, or utility, as the most equitable way to accomplish that. They also proposed a billing arrangement to achieve the system and gauged the work needed to make that a reality. The next step involved more detail in the way the information was gathered, delineating the impervious surfaces, setting up the billing system, establishing the rates, and refining the data already collected. The cost was \$120,000 and the stormwater consultant would complete the work. Some public education was involved to get the information out about the establishment of the utility. There was another step in the process that would be included in the 2005 budget, and the cost estimate was \$175,000. Staff recommended Council authorize the work to be completed, and that the funds come from the PIP Contingency.

Weed asked how much was left in PIP contingency. Salvatore said there was a little over \$89,000. Kourajian asked what would happen if the work was not done. Besseche said some of the elements were contingent upon the study, but there was a tremendous burden to replace worn-out infrastructure and that would be bulk of the stormwater management program. About \$9 million in projects had been identified. Rapson noted that the state mandated compliance with the stormwater program and this was one of the steps in creating a utility to fund the stormwater issues that could only be improved now by raising taxes.

Rutherford asked why the funding was not already in the PIP. Besseche said the utility could not be pursued until the utility feasibility study had been completed. Kourajian asked if the City would get what it needed or just \$80,000 worth. Besseche said the cost for setting up a utility was typically four to six months of revenue. A lot of work was involved, which would start on Monday, May 10, and should be completed by September 30. Besseche said they would get their money's worth. Rutherford asked if any of the services would go out for bid. Besseche said the services had already gone out for bid and this was just a continuation.

Rapson noted that this was critical step in the City's validation and justification for a utility. They were walking through the steps systematically to create and validate a

stormwater utility. Rapson said some of the expenses would be reimbursable once the utility was in place.

Rutherford moved to take \$120,630 from the PIP contingency fund to complete the data development phase for the formation of the stormwater utility according to the outline provided in the attached task order. Rapson seconded. The motion carried unanimously.

**05-04-07 Citizen Request – Discuss Kedron Center Settlement/Entrance
Location**

Brown noted there was an additional document on the dais – an interoffice memorandum to Mayor and Council from the City Manager dated May 6, 2004, with the subject Saint Simons Cove/Residents Request to Address Council Regarding the Proposed Intersection at Georgian Park. Chris Storbeck and John Turner represented the residents of the Saint Simons Cove subdivision. Storbeck noted that the decision to change the entrance to the commercial area had been made in executive session and that the residents were not aware of what the changes were. They had not had the opportunity to discuss the issue with Council. They had discussed their alternative with the Lake Kedron Association, the Department of Transportation (DOT), and City staff. Storbeck said they had an alternative that had not been considered. He understood the consent order was a legal document and would be difficult to modify, but they would like to discuss the proposal and look at its merits.

Turner, who had the idea for the alternative plan, told Council that their neighborhood's entrance was downhill and on a curve. The alternative would keep the settlement as it was and would help the neighborhoods. It was also a better traffic flow plan. The alternative entrance would be off Highway 74 and go between Wendy's and the bank. An entrance-only location gave more leeway through 20 feet of flat land. The entrance/exit to Highway 74 would have to cross a wetlands and a valley.

Turner said it had been difficult to speak to someone at DOT, but he had finally spoken to Ken Crabtree, the Area 6, District 3 representative. Crabtree, who covered Coweta County to the Alabama line, had not seen the actual site. Crabtree said the state was turning to right turn entrance only and an exit on a side street.

Storbeck said he had spoken to Mark Mastronardi at DOT. He was told the plan would have to be formally submitted before it could be approved, but that Mastronardi saw no reason that the alternative would not be feasible.

Turner said they had recommended three alternatives to the plan. The entrances and exits would all be right turns, so there would be no worries about left turns onto Georgian Park. The entrance across from Amli Apartments would also be a right-in, right-out only. The commercial side of Georgian Park would also be the side handling the traffic. The residential side would not be dealing with the shopping center traffic. The residents felt this traffic plan was much safer. They had also considered response time for emergency vehicles and the plan kept the traffic flowing.

Brown said he could tell a lot of consideration had been given to the alternative plan and Council had something to consider, but a decision could not be made at the meeting. Staff and DOT would have to look at the plan.

Meeker said something similar to the plan had been discussed. He said he could show the plan to the other parties in the litigation, but they were limited in terms of getting changes to the consent order. DOT had acquired all of the access rights on Highway 74 and was very reluctant to give up any of those rights.

Storbeck said they had met with John Hedge and Tim Wedemeyer of the Kedron Association and they both said they could live with the alternate proposal. Storbeck continued that they had tried to contact Faison, but had received no response. Storbeck said he had seen the consent order, and the proposal could fit with minor changes. All of the parties agreed that a right-turn only access had not been considered. Turner said they did not want the developer to spend thousands of dollars without hearing the alternate plan.

Rapson said he and Rutherford had met with Faison's attorneys and Meeker prior to the vote on the issue. Rapson told them they needed to scale back on the commercial component. The 50,000 square-foot outparcel and the additional exit were not on the plan Rapson saw, or he would have taken issue with that. Rapson said he thought their alternative was a radical, different approach and a lot of the topographical issues were not involved at that location.

Brown noted that Council had been handed an additional document entitled Proposed New Kedron Development Plan signed by John Turner.

05-04-08 Consider Annual Contract for Traffic Engineering Services

Brown noted an additional document on the dais – Peachtree City, Georgia, Annual Contract for Engineering Services. Besseche addressed Council. He explained that, instead of going through the procurement process on each individual transportation project or a project that Besseche needed support for, letters of qualification were sent out in October. He said 21 responses were received.

Weed noted there was no immediate budget impact and asked when the costs would be incurred. Besseche said the contract was based on a work order situation. The process would be the same, but they would not have to go through the bid process each time.

Rapson made one change to the contract on page 12 and changed the wording "recommended for approval" to "approved."

Brown asked for a summary of the changes. Besseche said the changes included striking "indemnification" and placing a \$100,000 limit in the contract. Meeker said the agreement required the company to come back to staff with a task order. Rapson

clarified that they were giving blanket approval and the only time a task order would come back would be if the work exceeded \$100,000. McMullen clarified that the funds that would be spent had been approved for specific projects, and the cost of the engineering services had been built into the project.

Rutherford moved to approve the contract. Rapson seconded. The motion carried unanimously.

Council/Staff Topics

City Attorney Ted Meeker said there was pending and threatened litigation and a real estate matter to discuss in executive session. Weed moved to reconvene in executive session to discuss pending and threatened litigation and a real estate matter. Rutherford seconded. The motion carried unanimously.

Rutherford moved to reconvene in regular session. Rapson seconded. The motion carried unanimously.

There being no further business to discuss, Rutherford moved to adjourn the meeting. Weed seconded. The motion carried unanimously. The meeting adjourned at 10:30 p.m.

Jane Miller, City Clerk

Stephen D. Brown, Mayor

Pamela Dufresne, Recording Secretary

**City of Peachtree City
Minutes of Regular Meeting
May 20, 2004
7:00 p.m.**

The City Council of Peachtree City met Thursday, May 20, 2004, 7:00 p.m., in the City Hall Council Chambers. Council Members attending were: Mayor Steve Brown, Steve Rapson, Judi Rutherford, and Murray Weed. Stuart Kourajian came late.

Announcements, Awards, Special Recognition

Mayor Brown recognized Employee of the Month, Jay Hughes. Brown recognized the Rising Starr Lady Panthers Volleyball Team, who were undefeated during regular season and won the County Championship 3-0. Brown also recognized Rising Starr Middle School for being recognized for the *Georgia Lighthouse School to Watch* award. Recognized outgoing Peachtree City Youth Council Members' Shelby Barker and Daniel Hunter. Recognized Community Action Day Volunteers.

Minutes

Rutherford moved to approve the April 16-17, 2004, annual retreat meeting minutes as amended. Weed seconded, but amended the motion contingent upon confirmation of Page 7, Paragraph 14, and the last bulleted item relative to the question of consensus. The motion carried unanimously.

Consent Agenda

1. **Alcohol License – Change in Licensee and License Representative – Peachtree City Texaco**
2. **Consider DOT LARP Contract**

Rutherford moved to approve the consent agenda. Rapson seconded. Motion carried unanimously.

Old Agenda Item:

02-04-07 Kathie Cheney – Request to Address Council Regarding Smoking in Public Buildings

Brown indicated there were additional documents on the dais in this regard and stated that Kathie Cheney had agreed to establish a committee to draft an ordinance. Brown said Council had supported the State ordinance, which had not passed the House. Brown said further that anyone interested in participating on the committee should come to a workshop that would be scheduled to draft an ordinance banning smoking in public buildings. The workshop would be advertised in the newspaper and placed on Peachtree City's web site. Brown made a motion to table the item and schedule a workshop. Rutherford seconded the motion. Motion carried unanimously.

New Agenda Items:

05-04-09 Public Hearing – Consider Rezoning Request – Sanders/Cash & Hughes Tracts, Greenwood Lane, ER to R-43

Brown called the Public Hearing to order and noted there were additional items on the dais in this regard. The applicant, Richard Simms, addressed Council and stated that he was requesting the rezoning of two parcels of land on Greenwood Lane. Simms said the rear portion was currently zoned ER, but that after discussing the rezoning with City Planner David Rast, he thought it would be more reasonable to request R-43 zoning for consistency. Simms said he had contacted the homeowners on Greenwood Lane as well as Mr. James Hughes, whose property was immediately north of the Sanders/Cash tract and that Mr. Hughes wished to sell his property and supported the rezoning. Simms said he would like to rezone the Hughes property to R-43 also. Simms said the R-43 zoning would lend itself to the small neighborhood with houses similar to Kedron Estates and that no more than three to four houses would be built at one time to cut down on construction in the area. Simms said additionally that the zoning was consistent with the recent Land Use Plan Update. Simms read a letter that Mr. Bill Kessler had written to David Rast in support of the rezoning request and stated that he had also received letters of support from Adrian Brooks and Doug Warner, both of whom lived across the street from the property on Greenwood Lane. Simms said he believed the R-43 zoning would be a good use for this property and promised to do a first class job.

City Planner David Rast addressed Council and stated that the property in question had two different zoning classifications. Rast said the R-43 zoning was consistent with the homes on Greenwood Lane. He said there were several tracts on the north side of Greenwood Lane that were de-annexed from Tyrone into Peachtree City and that the update to the Land Use Plan recommended that the property on the north side of Greenwood Lane be developed into smaller lots. He said Developmental Services had entertained a number of proposals over the years from developers, but that staff had not supported those proposals. Rast continued that staff recommended approval of the Simms application with the understanding that Simms had agreed to the preservation of trees and the alignment of an entrance road on Greenwood Lane.

There was some discussion regarding step-down zoning and Rapson said it seemed that the step-down approach was used, and that he was concerned about having an island of R-43 zoning.

Rast said you would not want anything with a higher density than one-acre lots, that 13 one-acre lots would not impact that neighborhood, and that the adjacent homeowners did not object.

Rapson asked if we were going to implement step-down zoning or spot zoning. He said Council had always been consistent as to how they applied step-down zoning and that this was a density issue and that 13 homes versus 9 homes was not that much difference, but did not think that question had been asked.

Weed said the zoning on the property south of Greenwood Lane was zoned R-43, but other than that, there was no contiguous R-43 zoning. Rast said AR zoning was in a holding pattern, and that the City would possibly see more requests in the future. Rast said they were not talking about a huge number of homes and that this was recommended in the Land Use Plan.

Doris Cash addressed Council and stated that the property taxes on the front four acres had tripled over the past two years.

Charlene Peters addressed Council and said that residents in Kedron Hills were concerned that if the property were rezoned to one-acre lots, what would keep the others from being zoned as one-acre lots and it would also impact traffic.

Jim Care addressed Council and said he owned the property next to this tract and that it was zoned AR. He said further that in 1999, they had a problem getting emergency vehicles in the area. He said he did not intend to sell his land and that he had been there since 1974. He said his five acres would remain intact until he left Peachtree City. Mr. Care said he did not object to Mr. Simms' application for rezoning because Simms would take care of the erosion problem.

Phyllis Aguayo addressed Council and asked what were the circumstances for which we would change ER to R-43 and could anyone come in and divide the land. Aguayo asked what would they need to have that justified or merited changing the zoning and was all ER at risk.

Doris Cash addressed Council and said she was in favor of one-acre lots.

Brown closed the public hearing portion of the meeting. Weed asked Rast to tell him about the origin of R-43 south of Greenwood Lane. Rast said years ago, before Kedron Hills was conceived, Crabapple Lane was a gravel road through this tract of land in front of Sanders. Rast gave a brief history of Crabapple lane.

Weed asked about the origin of R-43 north of Greenwood Lane. Rast said this property was located adjacent to the King and Care tracts, and that a portion of those properties had also been located in Tyrone. When those portions had been de-annexed from Tyrone and annexed into Peachtree City, they were all zoned ER Estate Residential. The four acres of the Cash/ Sanders tract that was already in the city prior to the annexation in 1999 was zoned R-43 so that it would be consistent with the existing R-43 zoning located directly across Greenwood Lane from these parcels.

Rapson said it all happened in June 1999, and that everything above the line was in Tyrone and that the zoning was changed from AR to ER. Weed asked why the zoning was changed from AR to R-43. Rast said that AR was a holding pattern, and that in this case, when annexation/rezoning took place, City Council had recommended that 7.4 acres of the Sanders' tract be consistent with Greenwood Lane and Shallowford Lane.

Rapson talked about the ripple effect due to the fact that Mr. Care would probably do something with his land, and at that point, if Council rezoned to R-43, then the other two could go to R-43 and then put four homes on the site and that this was a ripple effect.

Rast said staff supported the request for rezoning, the property owners supported the rezoning, and the Board of Education supported the rezoning.

Brown made a motion to deny the rezoning request because it represented a classic step-down zoning case, and that the property de-annexed from Tyrone and rezoned to ER was done for a reason. Brown continued that Council had made a commitment to Tyrone when the Tyrone Town Council de-annexed the property, that it would be ER along the border. Rapson seconded the motion. Motion carried unanimously.

05-04-10 Consider Licensing of Alcohol Servers

Police Chief James Murray addressed Council and stated that this was an ordinance that the Police Department had presented to the Mayor and Council at Retreat asking that servers of alcohol obtain a license from the City and that the permit would require a background check. Murray said the Police Department had seen a major increase in crime by people working in businesses that sold alcohol in Peachtree City including internal theft, burglary, credit card theft and identity theft. Murray said further that the permit would ensure that people working in this industry would be held to a higher standard. Murray advised the City Attorney had reviewed and approved the draft ordinance.

Murray clarified for Brown that the permit would be good for one year and that the permit holder would be allowed to transfer the permit from one establishment to another. Murray advised further that a lot of businesses did not require background checks, but that now they could be assured that good background checks were conducted.

Rutherford asked if the Police Department had contacted any businesses in town in this regard. Murray confirmed they had not contacted the businesses because there were over 75 alcohol licenses in the City. Murray confirmed for Rutherford that the cost of the permit would be \$25 per year and would take effect 90 days from today (May 20, 2004).

Rapson asked Financial Services Director Paul Salvatore how the City would fund this item if it were to take effect 90 days from today. Salvatore said the cost would be \$26,000 and that there were ample funds in the Cash Reserve and the Council Contingency Fund for overages.

Rutherford made a motion to approve the licensing of alcohol permits. Rapson seconded the motion, but amended the motion, stating that the funding should come from the Cash Reserve for this purpose. Motion carried unanimously.

05-04-11 Consider Request from John Wieland Homes & Neighborhoods to Lift Annexation Moratorium

Brown noted there were additional documents on the dais in this regard. Dan Fields, Vice President, John Wieland Homes & Neighborhoods, addressed Council and stated that he was requesting the lifting of the annexation moratorium to consider approximately 365 acres located north of the Centennial neighborhood. Last year the property was rezoned by the County for Pathways to R-70. Pathways challenged the R-70 in court unsuccessfully, and today the property is in unincorporated Fayette County. In January, following the November judgment, Wieland entered into a contract with Pathways to purchase the property and did so the early part of 2004. There was no zoning contingency, they closed on the property and the property is currently zoned R-70. Shortly after closing, Wieland was approached by Mayor Brown whose concerns were 1) the road connection and the possibilities of MacDuff Parkway being extended to SR 74, 2) the possibilities of some soccer fields that would help support the soccer program, 3) buffers along Line Creek and how they might be able to go from what the property was currently zoned in the county to something that might better serve the residents in the county regarding water quality, 4) senior housing, and the possibility of adding some affordable homes for people who work in the government. Brown clarified that the housing for government workers did not include City Council members, but the suggestion was intended for Police, Firefighters, etc.

Fields said they understood that part of the process for lifting the annexation moratorium was to come before Council and ask that Council consider this request to lift the moratorium. Fields said further they had received numerous calls from the residents of Wynnmeade, Centennial, and residents that commute to/from Coweta County. Fields indicated he had also met with representatives from the CSX Railroad as well as County representatives to discuss the possibilities and the safety issues if MacDuff Parkway was to be extended.

Fields suggested that a public *charette* or workshop be scheduled for either June 15 or June 17 in order to begin conversations in this regard. The charette would be open to all citizens to determine what plan would be feasible. Fields stated he wanted input from the citizens to find out if they were open to the idea of annexation and then work with staff for a plan that would be beneficial to Peachtree City, John Wieland and the citizens that live in the area.

Brown asked for clarification that Wieland actually owned the property in question and Fields confirmed they had purchased the property in February. Brown asked Fields to confirm again that they owned the property and did not just have an option on the property. Fields confirmed. Fields said further that on this particular one, the current zoning was R-70 and that they had determined that the project was feasible and purchased the property, and that it was not purchased subject to rezoning or annexation.

A resident of Centennial addressed Council and stated that he felt it was a win-win situation for the City, the residents and John Wieland. He stated he thought MacDuff Parkway should be four-laned to be effective.

A resident of McIntosh Corners, who had moved to Centennial, addressed Council and stated he had been a resident since 1982 and he thought it made sense to lift the moratorium so that discussions between City staff and John Wieland could take place. He said he thought it would benefit the City.

Rich Parlontieri addressed Council and stated that there was a potential for a church site in this area, that he represented Christ Our Shepherd Lutheran Church and that the Church was looking for a 20-30 acre site to expand the Church. He thought Council should lift the annexation moratorium for discussion to look at the Land Use Plan to see what would fit and how it would tie together.

Merrilyn Arnold, President of the Wynnmeade Home Owners Association, addressed Council and stated that there were a lot of people in her subdivision who were for the annexation and some who were against it, and pointed out that Council should bear in mind the fact that there was more than just Wynnmeade residents to consider. She said further that there were lots of people on this side of town and that if there were anything that would impact them, they would like to know about it ahead of time. Arnold said she wanted to make sure that everything that impacted the interests of one resident, also impacted other residents.

Brown asked Arnold if she saw the lifting of the annexation moratorium as something that was a subversive act against the Wynnmeade Subdivision. Arnold said she did not think so. Rutherford said this had to do with the Cal Beverly newspaper editorial, that it had upset the Mayor and now he wants to talk about it in a public forum and asked if Council could just get on with the business at hand.

Mark Merritt, Vice President of the Peachtree City Soccer Association, addressed Council and stated that, as a representative of the Soccer Association and as a citizen of Peachtree City, he would like Council to allow the professional staff of Peachtree City to engage in discussions and weigh the pros and cons and give the community the information. Merritt said the Soccer Association would also like to give input and that the Soccer Association felt they had been a pawn in this regard because they had never been asked for their input by City staff or John Wieland.

Brown confirmed that he had had several informal discussions with representatives of the Soccer Association. Merritt said he would like to understand the ramifications the Soccer Association had been denied. Merritt said further he would like the ability to ask questions of the Planning Commission, the City Manager, etc., so the Association could put their position together. Brown advised that the charette had been proposed for that purpose. Rapson said he thought all the associations should make the decision.

Rich Parlontieri addressed Council again and stated that he had chaired the Planning Commission for a number of years and that Peachtree City had originally planned for 80,000 people at build-out. He stated further that Council had considered annexation of this property around 1989, that PCDC had presented the plan, and that Council had rejected the plan. He said they had considered traffic relief, alternate routes, boundaries,

the fact that Tyrone was becoming more aggressive towards Peachtree City's borders and that it was too important not to have staff involved in planning.

Robin Lorber addressed Council and asked how the charette would be advertised because she wanted to make sure the word got out.

Fields addressed Council again and said that all Wieland wanted Council to do was give consideration for what they thought would be an exciting plan and give them an opportunity to have citizens provide their input. He said Wieland had suggested the two dates of June 15 and June 17 to so that everyone would have an opportunity to attend one of the charettes.

Rutherford asked if Wieland had talked to other landowners in the area and thought the answer would be to talk to the other landowners in the area. Fields said they could discuss this at the charette. Kourajian said it would be a good idea to look at the whole area.

Rapson said he thought Council was missing one key point and that he thought for perspective, he needed to know what he should vote for, that Council needed to define the box and accept the lowest density and that he was interested in the school site. Rapson said further that Council needed to embrace what they had at Retreat and that he thought the proper way to do it was to define what Council thought was proper for annexation. He asked if this was the process they wanted to use for annexation.

City Attorney Meeker advised he would have a recommendation prepared by the June 3, 2004, Council meeting. Rapson said he did not want to take action until they had everything before them. Brown commented that it had to go through staff because annexation was an arbitrary decision. Weed asked Meeker for an official opinion on the moratorium. Meeker said the moratorium meant Council was trying to prevent some harm that seemed about to occur. Weed said assuming this was true, and that the City had adopted a moratorium because of that purpose, if Council were to pick and choose a moratorium and what it was applicable to, and when the City did not have a moratorium and what it was not applicable to, was Council, in effect, debilitating the moratorium and the reasons for the moratorium. Meeker said the general answer to Weed's question would be yes, but with annexation, in part, it did not matter. Meeker said further if Council looked at lifting the moratorium, Council would have to question the underlying purpose for having a moratorium in the first place; however, in the grand scheme of things from a legal standpoint, the next item on the agenda (the Multi-Family Moratorium) was more critical to maintain the consistency of the moratorium than the Annexation Moratorium. Weed asked if there was a legitimate purpose for having and maintaining the moratorium. Brown said, absolutely, because there were no legal grounds for anyone filing an annexation and going to court and suing the City to get annexed into the City, that it could not be substantiated.

Rutherford said staff was being bombarded and that she thought the purpose of the moratorium was to give staff a buffer so they would not have to deal with anyone in the public who wanted to annex their property into Peachtree City.

Rapson made a motion to table the item for two weeks until the June 3, 2004, Council meeting. Weed seconded the motion. Motion carried unanimously.

05-04-12 Consider Request from John Wieland Homes & Neighborhoods to Lift Multi-Family Housing Moratorium

Dan Fields, Vice President of John Wieland Homes & Neighborhoods, addressed Council and stated that the purpose of their request to lift the multi-family housing moratorium was to consider the possibility of town homes and duplex-type housing for seniors.

City Attorney Meeker advised that Council could not do anything for a number of months because Council needed to review data. Meeker said he did not want the annexation moratorium and multi-family housing moratorium tied together because they were two separate issues.

Meeker said if Council approved the process that Developmental Services would draft for the June 3 Council meeting, then he thought it would be part and parcel of the annexation application for the Council to review and consider and then lift the Multi-Family Moratorium as the subsequent item because it would all go together. By the same token it made no sense for Council to lift the Multi-Family moratorium for property that was not in the City, nor had the City decided to accept an annexation application.

Rutherford made a motion to deny the lifting of the Multi-Family Moratorium until the annexation request came back as part of that process. Rapson seconded the motion. Motion carried unanimously.

05-04-13 Consider Funding for Development Authority Member Training

Brown noted there were additional documents on the dais in this regard. Salvatore addressed Council and stated that he had a request from the Development Authority to provide funding. He said the City had previously provided funding for other needs such as the Directors and Officers insurance and audit fees. Salvatore continued that the Development Authority was not currently receiving revenue and that they were requesting funding for training and administrative expenses in the amount of \$14,255. If Council approved the funding request, staff recommended the funds be taken from the Council Contingency Fund, which would leave a balance of \$22,508 available.

Brown said he could see funding the \$8,455, but did not want to fund the remaining expenses, which consisted of the Developer Day Lunch or the Holiday Luncheon with Industry Tourism and Trade.

Rutherford questioned the legal fees and asked if the Development Authority's attorney position had gone out for bid. McMullen said the Authority planned to continue with their current legal representation and that the requested funding was just an estimate.

Rutherford asked if the Development Authority had a long-term contract for their attorney. McMullen said he could not answer that question because the Chairman of the Development Authority, Scott Formel, was not in attendance this evening. McMullen said the recommendation was that the Authority would provide any invoices for legal or administrative support and the City would pay those invoices and that only the exact number of hours billed would be paid and that no funding would be transferred to the Development Authority. Weed commented that the City should not have a contract with the Authority for legal representation anyway. Brown said he was concerned because the attorney for the Authority was also a creditor, and that if the Authority maintained the current attorney, he could not support this.

Brown asked if it would have to be in the form of a loan that would be on the City's books as a receipt? Meeker said Council could do it as a loan or as a direct payment, that State Law allowed cities to levy up to three (3) mills. Brown said he did not want to obligate the City to pay any outstanding debts for the Development Authority.

Weed said further that whatever Council decided, he wanted to be clear that in no way would the City absorb the debt. Weed said further that many of these things were basic training types of issues vitally needed for the Development Authority.

Rutherford said she thought the City could pay the training for the Authority and she wanted the Authority to have an attorney. Weed said he also wanted the Authority to have an attorney.

Weed began to make a motion, then asked McMullen when Council would have the answer on the attorney issue. The Mayor asked McMullen what the training dates were and asked staff to find out if the Development Authority members had made reservations for the training. Then Brown asked if all were in favor and everyone said "aye" except Rapson abstained. (No motion was actually made.)

05-04-14 Consider Marketing Contract with Peachtree City Tourism Association

Brown noted there were additional documents on the dais in this regard. McMullen explained that this was a contract to enable the Tourism Association to market various pieces of merchandise with the City's logo. McMullen continued that the Tourism Association would purchase the merchandise, which would then be sold at locations such as the Amphitheater, City Hall, Library, Recreation, etc., and were looking to capitalize on the items at the July 4th parade.

McMullen said the contract was presented at the Tourism Association meeting on Wednesday, May 19, and that the Tourism Board had made one change to add Exhibit "A," which was a slogan and logo. McMullen said in addition, they had received three other comments from the City Attorney regarding revisions to the document. McMullen said he did not have time to get these changes on the agenda for the Tourism Association meeting last night, but that the changes were in Section One, third paragraph, which

changed the language from *City Manager* to *City Council*, and that the paragraph on negotiations of disputes had been deleted.

Rutherford asked if this was a contract between the City and the Tourism Association and asked if it was appropriate for Rapson and Weed to vote on the contract. Meeker said yes, because they did not have a personal interest in the contract.

Brown said that in the third paragraph, Section A, did not need to include the use of the logo in whole or in part because it was a trademark and was covered universally. Meeker confirmed that was correct.

Rutherford made a motion to approve the contract between the City of Peachtree City and the Tourism Association and to incorporate the changes that were emailed to Council. Rapson seconded the motion. Motion carried unanimously.

05-04-15 Consider Changes to CAR 8-3

Administrative Services Director/City Clerk Jane Miller addressed Council and stated that Council had requested clarification in the existing CAR about the method used to determine the percentage of funding and that Council had suggested that staff develop a form for a more formal process. Miller explained that the revised CAR 8-3 clarified a little better just how the determination was made and noted that the City had been shorting some non-profit agencies by the way the percentage was being applied. Miller continued that the form incorporated basic information and financial information. She said for 501(c)3 organizations, the City would request a copy of their Tax Form 990, which contained financial data.

Rutherford asked if the application should be submitted by June 1st for the next fiscal year. Miller said yes.

Rutherford said she was pleased with the changes to CAR 8-3. Rapson said staff should contact the non-profits to advise them of the new requirements. Miller said the City had only regularly received requests from two agencies and that she had been in touch with them. Those two agencies had requests for FY 2004, which Miller would bring to the next Council meeting for consideration.

Rapson made a motion to adopt the changes to CAR 8-3. Rutherford seconded the motion. Motion carried unanimously.

05-04-16 Consider Agreement between City and Tourism Association for Distribution of Hotel/Motel Tax

Brown noted there were additional documents on the dais in this regard. Financial Services Director Paul Salvatore addressed Council and stated that the Tourism Association had obtained 501(c) 6 status, which enabled the City to distribute two-thirds (2/3) of the Hotel/Motel tax that the City currently receives in revenue to the Tourism Association. Salvatore said staff recommended that Council approve the agreement, and that if approved, a budget amendment would be forthcoming. He said a separate

agreement would be entered into between the Tourism Association and the Peachtree City Airport Authority to provide funding to the Authority in an amount equal to the previous agreement between the Authority and the City and that the remainder of the Hotel/Motel tax provided to the Tourism Association would be used to promote tourism, conventions and trade shows as defined in O.C.G.A. §48-13-50.2.

Rutherford commented that this money was currently in the General Fund and asked what would happen to the money in the General Fund. Salvatore said general fund projects would be transferred over to the Tourism Association and paid by Hotel/Motel tax (i.e., fireworks for 4th of July). Brown pointed out that there was a spreadsheet attached and asked if there were any funds anticipated for the Development Authority. Salvatore said not out of the Hotel/Motel tax.

Weed suggested that a paragraph be added to the agreement relative to the title to supplies, materials, equipment or other personal property remaining with the City.

Rutherford made a motion to approve the agreement between Peachtree City and the Tourism Association with the changes suggested by Weed. Rapson seconded. Motion carried unanimously.

05-04-17 Consider SPLOST Project List

Brown noted there were additional documents on the dais in this regard. Weed read the second paragraph of Fayette County Commission Chairman Greg Dunn's May 17, 2004, letter in this regard.

Pursuant to current SPLOST requirements, all projects must be listed as "county" projects. Therefore, we are asking your city to provide us with your list of transportation projects to be included in the total county list as a means to achieve the overall goals of using the funds in accordance with the 70/30 formula as we have previously agreed.

Weed said he wanted to make it very clear that Peachtree City never agreed to a 70/30 formula.

Rapson referred to Mayor Brown's letter in response to Dunn's letter dated May 17, 2004, and said he would prefer that the letter be signed by the entire Council and not just the Mayor. The Mayor was supportive of this recommendation.

McMullen said the county could vote and approve the project list in order to come up with the total amount. Or, they could take the projects out of the transportation plan.

Brown said the county, under the old guidelines – pre-July 1st, have arbitrary authority to take things off the list and rearrange the priority list. The County was attempting to vote on the SPLOST list prior to the July 1 change in the law regarding SPLOST.

Rapson said by adopting and giving the list to the county, Council would be putting the county on notice that, if it passes, the county has to honor it. Rapson stated he was also opposed to the 70/30 formula, that Peachtree City needed to protect themselves. Rapson said hopefully, there would be further negotiations.

Weed asked Meeker if he had had an opportunity to review the Mayor's letter because he had concerns that City Council had implied they agreed to the 70/30 split. Meeker revised the Mayor's letter to include the sentence and Rapson read this into the record.

Rather, the attached simply responds to your request of May 17, and the unilateral decision by Fayette County with respect to Peachtree City' allocation.

Rapson said he felt a 60/40 split was not equitable either, and that he hoped the county would reconsider because they were missing an opportunity.

Rutherford said she would like to see the city work with the county if we can get the split the city would be comfortable with and that she felt there were other serious issues that needed to be dealt with as far as City residents paying for services they do not get.

Brown made a motion to approve the letter that city staff submitted to the County Commission Chairman with the City Attorney's changes. Rutherford seconded the motion. Kourajian amended the motion to delete the words "at all" in the second sentence of the second paragraph and to substitute "Fayette County" for the word "you" in the third sentence of the third paragraph. Rapson amended the motion to copy the Fayette County Commissioners and the Mayors of the surrounding municipalities in Fayette County. Rutherford seconded the amendments. Kourajian reiterated that he felt 60/40 was an acceptable split. Motion carried unanimously.

Brown made a motion to continue the meeting past 11:00 p.m. Rutherford seconded the motion. Motion carried unanimously.

Did not get motion to go into Executive Session.

Rutherford made a motion to end Executive Session. Rapson seconded. Motion carried unanimously.

_____? made a motion to authorize the Mayor to sign a contract for a land swap with John Profitt, _____?? seconded. Motion passed unanimously.

_____? made a motion to deny the ante litem notice regarding the Cahill property. _____? Seconded the motion. Motion carried unanimously.

Did not get motion to come out of Executive Session.

2004 City Event Calendar		
		<u>June</u>
		6/3 – City Council Meeting, 7 pm 6/17 – City Council Meeting, 7 pm 6/24 – City Council – Special Called Meeting for Executive Session, 6 pm
<u>July</u>	<u>August</u>	<u>September</u>
7/1 – City Council Meeting, 7 pm 7/3 – Independence Day Celebration Parade – 9 am Concert at City Hall – 7 pm Fireworks – 9:30 pm 7/5 - City Offices Closed for Independence Day holiday 7/15 – City Council Meeting, 7 pm	8/5 – City Council Meeting, 7 pm 8/7 – The Last Fling, 11 am 8/19 – City Council Meeting, 7 pm	9/2 – City Council Meeting, 7 pm 9/6 – Labor Day, City Offices Closed 9/16 – City Council Meeting, 7 pm 9/18 & 19 – Shakerag Arts & Crafts Festival
<u>October</u>	<u>November</u>	<u>December</u>
10/7 – City Council Meeting, 7 pm 10/9 & 10 – Great Georgia Air Show 10/14 – City Council Meeting, 7 pm 10/16 – Peachtree City Classic Road Race, 8:45 am 10/31 – Halloween	11/4 – City Council Meeting, 7 pm 11/18 – City Council Meeting, 7 pm 11/25 & 26 – Thanksgiving Holiday, City Offices Closed	12/2 – City Council Meeting, 7 pm 12/16 – City Council Meeting, 7 pm 12/23 & 24 – Christmas Holiday, City Offices close at Noon on 12/23 and remain closed on 12/24 12/31 – New Years Holiday, City Offices Closed
2004 City Event Calendar		
<u>January</u>	<u>February</u>	<u>March</u>
1/6 – City Council Meeting, 7 pm 1/17 – MLK Day, City Offices Closed 1/20 – City Council Meeting, 7 pm	2/3 – City Council Meeting, 7 pm 2/17 – City Council Meeting, 7 pm	3/3 – City Council Meeting, 7 pm 3/17 – City Council Meeting, 7 pm

Note: Items in **BOLD** are new additions

Updated 4/28/04

ADMINISTRATIVE SERVICES MONTHLY REPORT

For Month of: April, 2004

	<u>April 2004</u>	<u>FY 2004 Year to Date</u>	<u>FY 2003 Year to Date</u>
<u>Human Resources</u>			
Workers Compensation Claims Filed	2	16	17
City Vehicle / Equipment Accidents	3	8	14
Lawsuit Legal Fees	\$2,876.00	\$33,515.84	\$94,326.00

Municipal Court

Fines Collected	\$129,476.42	\$741,142.42	\$518,333.50
Online Transactions	176	820	N/A
Citations Closed	1,014	5,036	4,330
Jail Fund Balance	- \$406.16	\$40,325.42	\$18,065.58

A positive Jail Fund Balance reflects a credit with the County based on jail fees paid versus number of prisoners housed)

Public Information

New Businesses Registered	31	203	not available
Public Contacts, Questions & Complaints	49	374	not available

This includes 1 complaint against Comcast Cable Company and 4 Open Records Requests.

BUILDING DEPARTMENT
MONTHLY REPORT

	OCT 2003	NOV 2003	DEC 2003	JAN 2004	FEB 2004	MAR 2004	APR 2004	MAY 2004	JUN 2004	JUL 2004	AUG 2004	SEPT 2004	TOTAL FYTD	PREVIOUS FYTD
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DEVELOPMENT PERMITS:	31	31	29	17	43	21	20						192	127
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BUILDING PERMITS:

Single Family Residential	30	24	37	20	31	17	18						177	131
Multi-Family Residential	0	0	0	0	0	0	5						5	10
Misc.-Pools/fences/additions	73	46	36	42	61	85	83						426	366
Commercial/Industrial	16	7	7	7	6	8	6						57	56

TOTAL INSPECTIONS:	807	644	772	889	660	972	843						5,587	4,250
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CERTIFICATE OF OCCUPANCY:

Residential	22	11	24	21	26	26	29						159	122
Commercial	7	1	4	4	3	2	5						26	35
Multi-Family Residential	0	1	2	3	2	1	3						12	0

CODE ENFORCEMENT:

Sign Violations	270	194	75	75	124	106	118						962	732
Rehab	24	5	4	8	14	10	19						84	112
Notice of Violations	601	210	268	334	313	287	302						2,315	2,312
Citations	6	4	3	1	4	6	1						25	16
Stop Work Orders	28	6	13	11	18	15	3						92	57
Complaints From Citizens	34	9	16	19	12	30	38						158	114

PERMIT FEES COLLECTED:	66,548	42,691	50,370	49,910	35,988	63,381	53,527						362,415	280,782
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POPULATION:	34,862	34,907	34,961	35,001	35,060	35,116	35,183						35,183	34,644
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Based on 2.09 of completed occupancy

Financial Services Monthly Report (Unaudited)

STATUS OF FUNDS AS OF APRIL 30, 2004									
Fund	Cash		Total		Total Cash		YTD Interest		
	Balance	\$	Investment	\$	and Investments	\$			
General Fund	301,299	\$	10,001,216	\$	10,302,515	\$	55,638	-	
Library Sales Tax Fund	11,235		-		11,235		-	-	Purchase Orders / Requisitions Processed
Dare Fund	281		-		281		-	63	CITY STORE REQUISITIONS PROCESSED
Hazmat Fund	1,879		-		1,879		-	21	Sealed Bids Requested
Youth Council Fund	2,396		-		2,396		-	8	Requests for Proposals
Hotel/Motel Tax Fund	441,119		-		441,119		-	12	Bids Awarded
Library Construction Fund	-		4,762,314		4,762,314		807	7	Requests for Proposals Awarded
Public Improvement Fund	25,231		961,029		986,260		9,019	4	Contracts Prepared
Debt Service Fund	-		12,886		12,886		-	15	Fixed Assets Purchased
Library Debt Service	-		58,027		58,027		-		
Municipal Court Fund	94,710		-		94,710		-		
Merchant Services (Court)	91,744		-		91,744		-		
Develop & Impact Fees	546,305		26,049		572,354		652		
Neighborhood Parks/Rec.	56,723		-		56,723		18		
Governor's Greenspace	5,958		-		5,958		5		
Federal Seizures Police	10,066		-		10,066		11		
Police Tuition Account	4,702		-		4,702		5		
Escrow Account	111,603		-		111,603		118		
Grand Total	\$ 1,705,251	\$	15,821,521	\$	17,526,772	\$	66,283		
General Governmental Funds Budget Comparison									
Revenues - By Major Category									
Description	2004 Budget	Actual YTD	Difference	%					
General Property Taxes	\$ 8,095,421	\$ 7,597,001	\$ (498,420)	93.84%	Administrative	\$ 1,449,082	\$ 749,550	\$ 699,532	51.73%
Franchise Taxes	1,946,534	1,511,206	(435,328)	77.64%	Developmental	1,264,374	676,163	588,211	53.48%
Local Option Sales Tax	5,959,129	3,602,870	(2,356,259)	60.46%	Finance	712,004	345,571	366,433	48.53%
Other Sales & Use Taxes	579,872	345,408	(234,464)	59.57%	Leisure Services	4,226,639	1,891,599	2,335,040	44.75%
Business Taxes	1,648,885	1,694,723	45,838	102.78%	Public Safety	8,083,156	4,319,796	3,763,360	53.44%
Licenses & Permits	730,530	615,326	(115,204)	84.23%	Public Works	4,269,302	1,845,935	2,423,367	43.24%
Grants	253,398	36,278	(217,120)	14.32%	Council Contingency	36,763	-	36,763	0.00%
Charges for Services	890,383	541,674	(348,709)	60.84%	Non-Profit Organizations	20,000	2,250	17,750	11.25%
Fines & Forfeitures	746,025	437,265	(308,760)	58.61%	Grant Incentive Program	50,000	-	50,000	0.00%
Investment Income	117,745	55,638	(62,107)	47.25%	Transfer to Amphitheater Fund	16,515	-	16,515	0.00%
Surplus Carryover	707,259	-	(707,259)	0.00%	Transfer to Tennis Ctr Fund	41,222	-	41,222	0.00%
Other Revenue	3,801	20,003	16,202	526.27%	Transfer to PIP	88,653	88,653	-	100.00%
Other Financing Sources	484,096	-	(484,096)	0.00%	Transfer to Debt Svc	2,156,740	1,088,355	1,068,385	50.46%
Total General Fund	\$ 22,163,078	\$ 16,457,392	\$ (5,705,686)	74.26%	Liability Insurance	68,678	67,486	1,192	98.26%
Hotel/Motel Tax	849,514	554,124	(295,390)	65.23%	Legal Services	115,000	59,849	55,151	52.04%
Total General & Hotel Funds	\$ 23,012,592	\$ 17,011,516	\$ (6,001,076)	73.92%	Cen'l Admin	89,950	7,000	82,950	7.78%
					Reserve-Insurance	50,000	-	50,000	0.00%
					Other	(575,000)	-	(575,000)	0.00%
					Total General Fund	\$ 22,163,078	\$ 11,142,207	\$ 11,020,871	50.27%
					Tfr to PCDA/PCAA	66,716	66,716	-	100.00%
					Transfer to General Fund	283,171	-	283,171	0.00%
					Transfer to Debt Svc	499,627	-	499,627	0.00%
					Total General & Hotel/Motel Funds	\$ 23,012,592	\$ 11,208,923	\$ 11,803,669	48.71%
Collateral Analysis as of APRIL 30, 2004									
Security Location		Bank		Total Held					
Bank of New York		Wachovia		\$ 1,039,194					
Bank of New York		Peachtree National		7,280,623					
Federal Res Bk of Boston		South Trust		16,204,831					
				\$ 24,524,648					
General Governmental Funds Budget Comparison									
Expenditures by Division YTD									
58.33%									
Division	2004 Budget	Actual YTD	Difference	%					
Administrative	\$ 1,449,082	\$ 749,550	\$ 699,532	51.73%					
Developmental	1,264,374	676,163	588,211	53.48%					
Finance	712,004	345,571	366,433	48.53%					
Leisure Services	4,226,639	1,891,599	2,335,040	44.75%					
Public Safety	8,083,156	4,319,796	3,763,360	53.44%					
Public Works	4,269,302	1,845,935	2,423,367	43.24%					
Council Contingency	36,763	-	36,763	0.00%					
Non-Profit Organizations	20,000	2,250	17,750	11.25%					
Grant Incentive Program	50,000	-	50,000	0.00%					
Transfer to Amphitheater Fund	16,515	-	16,515	0.00%					
Transfer to Tennis Ctr Fund	41,222	-	41,222	0.00%					
Transfer to PIP	88,653	88,653	-	100.00%					
Transfer to Debt Svc	2,156,740	1,088,355	1,068,385	50.46%					
Liability Insurance	68,678	67,486	1,192	98.26%					
Legal Services	115,000	59,849	55,151	52.04%					
Cen'l Admin	89,950	7,000	82,950	7.78%					
Reserve-Insurance	50,000	-	50,000	0.00%					
Other	(575,000)	-	(575,000)	0.00%					
Total General Fund	\$ 22,163,078	\$ 11,142,207	\$ 11,020,871	50.27%					
Tfr to PCDA/PCAA	66,716	66,716	-	100.00%					
Transfer to General Fund	283,171	-	283,171	0.00%					
Transfer to Debt Svc	499,627	-	499,627	0.00%					
Total General & Hotel/Motel Funds	\$ 23,012,592	\$ 11,208,923	\$ 11,803,669	48.71%					
Summary of Major Expenditures by City Manager									
Description	Budget	Award	Svgs/Short	Date					

**PEACHTREE CITY FIRE/EMS DEPARTMENT
2004 MONTHLY REPORT**[illegible]

 LEISURE SERVICES
Monthly Report

For the Month of April 2004

Library: 221 new library cards were issued in April, for a total of 22,364 cardholders. The number of books circulated (114,810 compared to 104,872 last year this time) is remaining above average, due in part to a more streamlined system of getting materials processed through the Flint River system. In addition, added children's programs draw more families in to check out books; 3,213 have participated in baby/story time so far this year. Film nights continue to be popular with patrons; in fact, the Library film program was mentioned in an 11 Alive news piece about alternative entertainment venues.

Recreation

Leisure Programs:

Adult Athletics: There were 4 adult athletic programs active through April, with 4,653 total participants for the year thus far.

Classes & Programs: For the year we show programs and participants slightly up but revenues still about \$3,000 down due to the loss early last year of an instructor with a large following (dance) due to personal reasons. This was a significant revenue program, and revenues been slow while we replace it with similar programs, and as existing programs grow to fill the void. However, we hope that summer programs will bring the totals back up. We have more participants in programs so far this year than last, at 22,141 versus 20,926 last year.

Special Events: These numbers will become more significant as we begin reporting estimated participation in events such as Last Fling, Shakerag and Memorial Day, which we haven't in the past. Will need a full year history to show significance.

Sports and Facilities: Mowing picked up as weather got warmer and grass began to green up on the sports fields. Crews spent 460 hours mowing in April, with total mowing hours for the year being at 1,334 compared to 1,151 last year. Building maintenance (2,945 hours, up from 1,894 last year at this time) increased as we proceed to upgrade facilities. Holding steady on safety inspections by the parks monitor (350 so far), with special attention to playgrounds and other structures used by children. New, safer playground equipment has now been installed at every major park and all older pocket parks in the city. However, safety inspections will continue to ensure the equipment is maintained properly.

PUBLIC SERVICES MONTHLY REPORT

APRIL 2004

		<u>APRIL 2004</u>	<u>YEAR TO DATE FY2004</u>	<u>YEAR TO DATE FY2003</u>
Street Patching	(Hrs.)	277	2,040	577
Street Crack Sealing	(Hrs.)	0	411	1,095
Drainage Maintenance	(Hrs.)	241	1,330	1,082
Street Sweeping	(Hrs.)	8	358	211
Cart Path Paving	(Ft.)	2,362	11,221	4,675
Cart Path Litter Removal	(Hrs.)	38	776	1,393
Cart Path Drainage Maint.	(Hrs.)	101	1,295	1,519
R.O.W. Mowing	(Hrs.)	788	1,230	1,999
R.O.W. Litter Removal	(Hrs.)	393	2,766	1,835
Landscape Maintenance	(Hrs.)	799	1,960	4,740
Landscape Planting/Mulch	(Hrs.)	1,130	2,153	369
Litter Removal	(Hrs.)	7	47	20
Sub-Division Sign Maint.	(Hrs.)	43	400	378
Traffic Sign Maintenance	(Hrs.)	156	815	1,169
Vandalism Repairs	(Hrs.)	11	271	1,511
Citizen Complaints Answered	(Num.)	122	310	225
<u>RECYCLING SITE</u>				
Manhours	(Hrs.)	56	604	611
<u>Participants</u>				
Recycling	(Num.)	246	2,574	2,669
Composting	(Num.)	1,294	7,759	9,558
Mulch Picked-Up	(Num.)	198	1,510	651

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager *Dennis M. Mulhally*
Financial Services Director *P.S.C.*
Developmental Services Director *CWS*

FROM: City Engineer *EB*

DATE: May 26, 2004

SUBJECT: CSX Agreement – Multi-use Bridge Project Inspection Services
June 3, 2004 City Council Agenda Item

Recommendation: Staff recommends approval of the subject agreement.

Discussion: The agreement identifies the conditions under which CSX will be providing services to inspect and monitor construction activity associated with the golf cart path bridge over the railroad along SR-54. The agreement obligates us to pay the railroad for these services, which was anticipated and has been budgeted for this project.

Budget Implication: \$25,000 has been allocated within the project account for this service. This will leave about \$3,000 for contingency in the event that expenses provided for in the agreement are encountered or the initial cost estimate exceeded.

Attachments

Cover Letter
Agreement



David R. Krafft
Senior Project Manager

HDR Engineering, Inc.
200 W. Forsyth Street, Suite 810
Jacksonville, Florida 32202
E-mail: David.Krafft@hdrinc.com
Phone: 904-598-8974

April 26, 2004

Mr. Steven T. Poole, P.E.
QK4 Architecture Engineering Construction
2957 Clairmont Road, Ste. 500
Atlanta, GA 30329

SUBJECT: Peachtree City, Fayette County, Georgia
Multi-Use Bridge over CSX at SR-54
ANB-829.83; CSX OP# GA0112

Dear Mr. Poole,

Please find attached 2 original copies of the CSX construction agreement for this project for your review. If approved, please arrange for signature of both copies on behalf of the City of Peachtree City, and return to me. Please leave the date blank as CSX will fill that in when they sign. I will then route to CSX for signature and return one fully executed agreement to you for your records with an authorized notice to proceed with this project.

As noted in the Payment Terms section, 4.3.1, and Exhibit E, it is required to submit an advance check in the amount of \$21,999.00, made payable to CSX Transportation.

It is also required for the Contractor to sign SCHEDULE I and furnish the insurance requirements under EXHIBIT F, section II, prior to start of work.

It is also required that you or your contractor contact the CSX roadmaster, Ed Johnson at phone (706) 846-3615 to arrange for CSX flagging services, and HDR project manager Mike Shostak, Atlanta office at phone (678) 775-4808 to arrange for engineering inspection services.

Please do not hesitate to call if you have any questions.

Very truly yours,

David Krafft



Providing Engineering Services for



CONSTRUCTION AGREEMENT

This Construction Agreement (“**Agreement**”) is made as of _____, 2004, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida (“**CSXT**”), and **City of Peachtree City**, a body corporate and political subdivision of the State of **Georgia** (“**Agency**”).

EXPLANATORY STATEMENT

1. Agency has proposed to construct, or to cause to be constructed, **addition of new multi-use bridge over CSX at SR-54, RRMP# ANB-829.84** (the “**Project**”).
2. Agency has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal agencies (including Agency), and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project.
3. Agency acknowledges that: (i) by entering into this Agreement, CSXT will provide services and accommodations to promote public interest in this Project, without profit or other economic inducement typical of other Agency contractors; (ii) neither CSXT nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to CSXT, by or on behalf of Agency or its contractors, pursuant to this Agreement; and (iii) CSXT retains the paramount right to regulate all activities affecting its property and operations.
4. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. **Project Plans and Specifications**

- 1.1 **Preparation and Approval**. Pursuant to **Exhibit A** of this Agreement, all plans, specifications, drawings and other documents necessary or appropriate to the design and construction of the Project shall be prepared, at Agency’s sole cost and expense, by Agency or CSXT or their respective contractors. Project plans, specifications and drawings prepared by or on behalf of Agency shall be subject, at CSXT’s election, to the review and approval of CSXT. Such plans, specifications and drawings, as prepared or approved by CSXT, are referred to as the “**Plans**”, and shall be incorporated and deemed a part of this Agreement. Plans prepared or submitted to and approved by CSXT as of the date of this Agreement are set forth in **Exhibit B** to this Agreement.
- 1.2 **Effect of CSXT Approval or Preparation of Plans**. By its review, approval or preparation of Plans pursuant to this Agreement, CSXT signifies only that such Plans and improvements

constructed in accordance with such Plans and improvements satisfy CSXT's requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of the Plans or improvements constructed in accordance with the Plans.

1.3 Compliance with Plans. The Project shall be constructed in accordance with the Plans.

2. Allocation and Conduct of Work

Work in connection with the Project shall be allocated and conducted as follows:

2.1 CSXT Work. Subject to timely payment of Reimbursable Expenses as provided by Section 4, CSXT shall provide, or cause to be provided, the services as set forth by Exhibit A to this Agreement. Agency agrees that CSXT shall provide all services that CSXT deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and CSXT's contractual obligations, including, but not limited to, CSXT's existing or proposed third party agreements and collective bargaining agreements.

2.2 Agency Work. Agency shall perform, or cause to be performed, all work as set forth by Exhibit A, at Agency's sole cost and expense.

2.3 Conduct of Work. CSXT shall commence its work under this Agreement following: (i) delivery to CSXT of a notice to proceed from Agency; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by CSXT prior to the commencement of work by CSXT; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iv) delivery of proof of insurance acceptable to CSXT, as required by Section 9. The initiation of any services by CSXT pursuant to this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section. The parties intend that all work by CSXT or on CSXT property shall conclude no later than **July 1, 2005**, unless the parties mutually agree to extend such date.

3. Special Provisions. Agency shall observe and abide by, and shall require its contractors ("Contractors") to observe and abide by the terms, conditions and provisions set forth in Exhibit C to this Agreement (the "Special Provisions"). To the extent that Agency performs Project work itself, Agency shall be deemed a Contractor for purposes of this Agreement. Agency further agrees that, prior to the commencement of Project work by any third party Contractor, such Contractor shall execute and deliver to CSXT Schedule I to this Agreement to acknowledge Contractor's agreement to observe and abide by the terms and conditions of this Agreement.

4. Cost of Project and Reimbursement Procedures

4.1 Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Project, including, without limitation: (1) all out of pocket expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4) costs for equipment, tools, materials and supplies, (5) sums paid to CSXT's consultants and subcontractors, and (6) CSXT labor in connection with the Project, together with CSXT labor overhead percentages established by CSXT pursuant to applicable law (collectively, "**Reimbursable Expenses**"). Reimbursable Expenses shall also include expenses incurred by

CSXT prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 4.2.

- 4.2 Estimate. CSXT has estimated the total Reimbursable Expenses for the Project as shown on Exhibit D (the “**Estimate**”, as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses for the Project may exceed such Estimate, it shall provide Agency with the revised Estimate of the total Reimbursable Expenses, together with a revised Payment Schedule (as defined by Section 4.3.1), for Agency’s approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses of such revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further work on the Project, unless and until Agency provides such approval and confirmation.

4.3 Payment Terms.

- 4.3.1 Agency shall pay CSXT for Reimbursable Expenses in the amounts and on the dates set forth in the Payment Schedule as shown on Exhibit E (the “Payment Schedule”, as revised pursuant to Section 4.2). CSXT agrees to submit invoices to Agency for such amounts and Agency shall remit payment to CSXT at the later of thirty (30) days following delivery of each such invoice to Agency or, the payment date (if any) set forth in the Payment Schedule.
- 4.3.2 Following completion of the Project, CSXT shall submit to Agency a final invoice that reconciles the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency. Agency shall pay to CSXT the amount by which Reimbursable Expenses exceed total payments as shown by the final invoice, within thirty (30) days following delivery of such invoice to Agency. In the event that the payments received by CSXT from Agency exceed the Reimbursable Expenses, CSXT shall remit such excess to Agency.
- 4.3.3 In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.
- 4.3.4 All invoices from CSXT shall be delivered to Agency in accordance with Section 16 of this Agreement. All payments by Agency to CSXT shall be made by certified check and mailed to the following address or such other address as designated by CSXT’s notice to Agency:

CSX Transportation, Inc.
P.O. Box 116651
Atlanta, GA 30368-6651

- 4.4 Effect of Termination. Agency’s obligation to pay to CSXT Reimbursable Expenses in accordance with Section 4 shall survive termination of this Agreement for any reason.
5. Appropriations Agency represents to CSXT that: (i) Agency has appropriated funds sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the Estimate attached as Exhibit D; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable

Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such appropriations.

6. Easements and Licenses

6.1 Agency Obligation. Agency shall acquire all necessary licenses, permits and easements required for the Project.

6.2 Temporary Construction Licenses. Insofar as it has the right to do so, CSXT hereby grants Agency a nonexclusive license to access and cross CSXT's property, to the extent necessary for the construction of the Project (excluding ingress or egress over public grade crossings), along such routes and upon such terms as may be defined and imposed by CSXT and such temporary construction easements as may be designated on the Plans approved by CSXT.

6.3 Permanent Easements. Insofar as it has the right to do so, CSXT shall grant, without warranty to Agency, easements for the use and maintenance of the Project wholly or partly on CSXT property as shown on the Plans approved by CSXT, if any, on terms and conditions and at a price acceptable to the parties. Upon request by CSXT, Agency shall furnish to CSXT descriptions and plat plans for the easements.

7. Permits At its sole cost and expense, Agency shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to CSXT.

8. Termination

8.1 By Agency. For any reason, Agency may, as its sole remedy, terminate this Agreement by delivery of notice to CSXT. Agency shall not be entitled to otherwise pursue claims for consequential, direct, indirect or incidental damages or lost profits as a consequence of CSXT's default or termination of this Agreement or Work on the Project by either party.

8.2 By CSXT. In addition to the other rights and remedies available to CSXT under this Agreement, CSXT may terminate this Agreement by delivery of notice to Agency in the event Agency or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by CSXT to Agency.

8.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work. Agency shall reimburse CSXT pursuant to this Agreement for the Work performed, plus all costs reasonably incurred by CSXT to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning CSXT's property to its former condition, and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Work. Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 4.

9. Insurance In addition to the insurance that Agency requires of its Contractor, Agency shall acquire or require its Contractor to purchase and maintain insurance in compliance with CSXT's insurance requirements attached to this Agreement as Exhibit F. Neither Agency nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by CSXT's Risk Management Department.

10. Ownership and Maintenance

10.1 By Agency. Agency shall own and, without cost to CSXT, maintain, repair, replace and renew, or cause same to be done, in good condition and repair to CSXT's satisfaction, the highway overpass structure, the roadway surfacing, the roadway slopes, the retaining walls, and the highway drainage facilities. In the event that Agency fails to properly maintain such structures and improvements and such failure, in the opinion of CSXT, jeopardizes the safe and efficient operation of its property, CSXT shall be entitled to remedy such failure and recover from Agency the costs incurred by CSXT in doing so. Upon the cessation of use of the Project by Agency, Agency shall remove the bridge structure and restore CSXT's property to its original condition, at Agency's sole cost and expense, to CSXT's satisfaction.

10.2 Alterations. Agency shall not undertake any alteration, modification or expansion of the Project, without the prior approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require.

11. Indemnification

11.1 Generally. To the maximum extent permitted by applicable law, Agency and its Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of CSXT, its affiliates, Agency or its Contractors), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, its affiliates, Agency or its Contractors, and environmental damages and any related remediation brought or recovered against CSXT and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractors, Agency, and their respective agents, employees, invitees, contractors, or its contractors' agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about CSXT's property. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement.

11.2 Compliance with Laws. Agency shall comply, and shall require its Contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. Agency's Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.

11.3 "CSXT Affiliates". For the purpose of this Section 11, CSXT's affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common

control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.

- 11.4 Notice of Incidents. Agency and its Contractor shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.
- 11.5 Survival. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.
12. Independent Contractor The parties agree that neither Agency nor its Contractors shall be deemed either agents or independent contractors of CSXT. Except as otherwise provided by this Agreement, CSXT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by Agency or Agency's Contractors, or the construction practices, procedures, and professional judgment employed by Agency or its Contractor to complete the Project. Notwithstanding the foregoing, this Section 12 shall in no way affect the absolute authority of CSXT to prohibit Agency or its Contractors or anyone from entering CSXT's property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.
13. "Entire Agreement" This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
14. Waiver If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
15. Assignment CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption of CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligation under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior consent, which consent may be withheld for any reason.
16. Notices All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT:

CSX Transportation, Inc.
Liberty Business Park
4901 Belfort Road, Suite 130
Jacksonville, Florida 32256
Attention: Leslie L. Scherr

If to Agency:

City of Peachtree City
153 Willowbend Road
Peachtree City, GA 30269
Attention: _____

17. Severability The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.
18. Applicable Law This Agreement shall be governed by the laws of the State of Georgia, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Duval County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

City of Peachtree City, GA

By: _____
Name: _____
Title: _____

CSX TRANSPORTATION, INC.

By: _____
Richard M. Kadlick,
Vice President Engineering & Mechanical
Standards & Quality

EXHIBIT A
ALLOCATION OF WORK

Subject to Section 2.1, work to be performed in connection with the Project is allocated as follows:

- A. Agency shall let by contract to its Contractors:
 - 1. Installation of new multi-use overhead bridge
- B. CSXT shall perform or cause to be performed:
 - 1. Train flagging and construction engineering and inspection services

EXHIBIT B

PLANS AND SPECIFICATIONS

Plans, Specifications and Drawings:

As of the date of this Agreement, the following plans, specifications and drawings have been submitted by Agency to CSXT for its review and approval:

SR-54 Multi-Use Bridge over CSX Railroad, construction plan dated 3/10/2004.

STATE	PROJECT NUMBER	SHEET TOTAL NO. SHEETS
GA.	STP-0002-00(305)	4

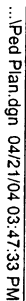


EXHIBIT C

CSXT SPECIAL PROVISIONS

DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

“CSXT” shall mean CSX Transportation, Inc., its successors and assigns.

“CSXT Representative” shall mean the authorized representative of CSX Transportation, Inc.

“Agreement” shall mean the Agreement between CSXT and Agency dated as of _____, 2004, as amended from time to time.

“Agency” shall mean the **City of Peachtree City, Georgia**

“Agency Representative” shall mean the authorized representative of **City of Peachtree City, Georgia**.

“Contractor” shall have the meaning ascribed to such term by the Agreement.

“Work” shall mean the Project as described in the Agreement.

I. AUTHORITY OF CSXT ENGINEER

The CSXT Representative shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement and these Special Provisions.

II. INTERFERENCE WITH CSXT OPERATIONS

- A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT’s property, or to poles, wires, and other facilities of tenants on CSXT’s Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CSXT Representative for approval, but such approval shall not relieve Agency or its Contractor from liability in connection with such Work.
- B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT’s property, Agency or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of Agency or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

III. NOTICE OF STARTING WORK. Agency or its Contractor shall not commence any work on

CSXT Property or rights-of-way until it has complied with the following conditions:

- A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten business days in advance of the date Agency or its Contractor proposes to begin Work on CSXT property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.
- B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.
- C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

IV. WORK FOR THE BENEFIT OF THE CONTRACTOR

- A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSXT or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or Agency, but must be approved by both CSXT and Agency. Agency or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.
- B. Should Agency or Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSXT for such changes to be accomplished at the Agency or Contractor's expense.

V. HAUL ACROSS RAILROAD

- A. If Agency or Contractor desires access across CSXT property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Agency or Contractor must first obtain the permission of CSXT and shall execute a license agreement or right of entry satisfactory to CSXT, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access.
- B. Agency and Contractor shall not cross CSXT's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

VI. COOPERATION AND DELAYS

- A. Agency or Contractor shall arrange a schedule with CSXT for accomplishing stage construction involving work by CSXT. In arranging its schedule, Agency or Contractor shall ascertain, from CSXT, the lead time required for assembling crews and materials and shall make due allowance therefor

- B. Agency or Contractor may not charge any costs or submit any claims against CSXT for hindrance or delay caused by railroad traffic; work done by CSXT or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.
- C. Agency and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.
- D. Agency and Contractor understand and agree that CSXT does not assume any responsibility for work performed by others in connection the Project. Agency and Contractor further understand and agree that they shall have no claim whatsoever against CSXT for any inconvenience, delay or additional cost incurred by Agency or Contractor on account of operations by others.

VII. STORAGE OF MATERIALS AND EQUIPMENT

Agency and Contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless Agency or Contractor has received CSXT Representative's prior written permission. Agency and Contractor understand and agree that CSXT will not be liable for any damage to such materials and equipment from any cause and that CSXT may move, or require Agency or Contractor to move, such material and equipment at Agency's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

VIII. CONSTRUCTION PROCEDURES

A. General

- 1. Construction work on CSXT property shall be subject to CSXT's inspection and approval.
- 2. Construction work on CSXT property shall be in accord with CSXT's written outline of specific conditions and with these Special Provisions.
- 3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which Agency and Contractor shall be required to obtain from CSXT, and in accord with any other instructions furnished by CSXT or CSXT's Representative.

B. Blasting

- 1. Agency or Contractor shall obtain CSXT Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to CSXT property. If permission for use of explosives is granted, Agency or Contractor must comply with the following:
 - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Agency or Contractor.
 - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.

- c. No blasting shall be done without the presence of an authorized representative of CSXT. At least 10 days' advance notice to CSXT Representative is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.
 - d. Agency or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to CSXT's property resulting from the blasting, as directed by CSXT Representative, without delay to trains. If Agency's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.
 - e. Agency and Contractor shall not store explosives on CSXT property.
2. CSXT Representative will:
- a. Determine the approximate location of trains and advise Agency or Contractor of the approximate amount of time available for the blasting operation and clean-up.
 - b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS

Agency or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Agency or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency's or Contractor's operations shall be performed at Agency's expense.

X. FLAGGING / INSPECTION SERVICE

- A. CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.
- B. Agency shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.
- C. Agency or Contractor shall give a minimum of 10 days' advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a

flagging job for bid, it may take up to 90-days to obtain this service, and CSXT shall not be liable for the cost of delays attributable to obtaining such service.

- D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative, such inspection may be necessary. Agency shall reimburse CSXT for the costs incurred by CSXT for such inspection service. Inspection service shall not relieve Agency or Contractor from liability for its Work.
- E. CSXT shall render invoices for, and Agency shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by Agency using the new rates. Agency and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

XI. UTILITY FACILITIES ON CSXT PROPERTY

Agency shall arrange, upon approval from CSXT, to have any utility facilities on or over CSXT Property changed as may be necessary to provide clearances for the proposed trackage.

XII. CLEAN-UP

Agency or Contractor, upon completion of the Project, shall remove from CSXT's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or Contractor. Agency or Contractor, upon completion of the Project, shall leave CSXT Property in neat condition, satisfactory to CSXT Representative.

XIII. FAILURE TO COMPLY

If Agency or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSXT may require Agency and/or Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due Agency and/or Contractor; (c) CSXT may require Agency to withhold monies due Contractor; and (d) CSXT may cure such failure and the Agency shall reimburse CSXT for the cost of curing such failure.

CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE

ACCT. CODE : 709 - GA0112

Exhibit "D"

ESTIMATE SUBJECT TO REVISION AFTER: 10/20/2004
CITY: Peachtree City COUNTY: Fayette STATE: GA
DESCRIPTION: Pedestrian OH Bridge at SR 54
DIVISION: Atlanta SUB-DIV: Atlanta Term MILE POST: ANB 829.84

AGENCY PROJECT NUMBER:

<u>PRELIMINARY ENGINEERING:</u>			
Labor (Non Contract)		\$	1,250
Surcharge 32.78%		\$	410
Expenses		\$	235
Contracted & Administrative Engineering Services		\$	7,000
Subtotal		\$	8,895
<u>CONSTRUCTION ENGINEERING/INSPECTION:</u>			
Labor (Non Contract)		\$	1,250
Surcharge 32.78%		\$	410
Expenses		\$	235
Contracted & Administrative Engineering Services		\$	5,500
Subtotal		\$	7,395
<u>FLAGGING SERVICE: (Contract Labor)</u>			
Labor (Conductor-Flagman)		\$	-
Labor (Foreman/Inspector)		\$	1,400
Surcharge 111.66% (Transportation Department)		\$	-
Surcharge 105.91% (Engineering Department)		\$	1,483
Per Diem (Engineering Department)		\$	-
Expenses		\$	225
Subtotal		\$	3,108
<u>SIGNAL & COMMUNICATIONS WORK:</u>	(Details Attached)	\$	-
<u>TRACK WORK:</u>	(Details Attached)	\$	-
<u>ACCOUNTING & BILLING:</u>			
Labor		\$	300
Surcharge 85.49%		\$	256
Expenses		\$	45
Subtotal		\$	601
<u>PROJECT SUBTOTAL</u>		\$	19,999
<u>CONTINGENCIES:</u>	10.00% (Excludes Signal)	\$	2,000
GRAND TOTAL	*****	\$	21,999

Office of Assistant Chief Engineer Public Improvements
Estimated By: D.Krafft
Telephone: 904 598 8974
DATE: 4/23/2004 REVISED:

EXHIBIT E

PAYMENT SCHEDULE

Advance Payment in Full

Upon execution and delivery of notice to proceed with the Project, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within 30 days following delivery of such invoice to Agency.

EXHIBIT F

INSURANCE REQUIREMENTS

I. Insurance Policies:

Agency and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates.
3. Commercial automobile liability insurance with limits of not less than \$500,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured.
4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
 - a. The insurer must be financially stable and rated B+ or better in Best's Insurance Reports.
 - b. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
 - c. CSX Transportation must be named as the named insured on the Railroad Protective Insurance Policy.
 - d. Name and Address of Contractor and Agency must be shown on the Declarations page.
 - e. Description of operations must appear on the Declarations page and must match the Project description, including project or contract identification numbers.

- f. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.
- g. Authorized endorsements may include:
 - (i). Broad Form Nuclear Exclusion - IL 00 21
 - (ii) 30-day Advance Notice of Non-renewal or cancellation
 - (iii) Required State Cancellation Endorsement
 - (iv) Quick Reference or Index - CL/IL 240
- h. Authorized endorsements may not include:
 - (i) A Pollution Exclusion Endorsement except CG 28 31
 - (ii) A Punitive or Exemplary Damages Exclusion
 - (iii) A "Common Policy Conditions" Endorsement
 - (iv) Any endorsement that is not named in Section 4 (f) or (g) above.
 - (v) Policies that contain any type of deductible

5. Such additional or different insurance as CSXT may require.

II. Additional Terms

1. Contractor must submit its original insurance policies and two copies and all notices and correspondence regarding the insurance policies to:

Walter D. Tyler, CPCU, ARM
CSX Transportation, Inc.
Risk Management
301 West Bay Street
BellSouth Tower
Jacksonville, FL 32202

2. Neither Agency nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance policies.

SCHEDULE I

CONTRACTOR’S ACCEPTANCE

To and for the benefit of CSX Transportation, Inc. (“CSXT”) and to induce CSXT to permit Contractor on or about CSXT’s property for the purposes of performing work in accordance with the Agreement dated _____, 2004, between **City of Peachtree City, Georgia** and CSXT, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 3, 9 and 11 of the Agreement.

Contractor: _____

By: _____

Name: _____

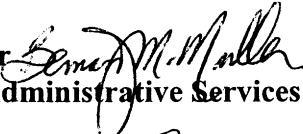
Title: _____

Date: _____

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Councilmembers

VIA: City Manager 
Director of Administrative Services

FROM: Director of Leisure Services 

DATE: May 25, 2004

SUBJECT: *Extension of Library Commission Member's Term*
(June 3 City Council Agenda)

Recommendation: Recommend that Library Commission Member Marie Washburn's term be extended to July 31, 2004, or until a new Commission member is approved by the City Council, whichever occurs first, to enable time for interviews to be conducted with applicants.

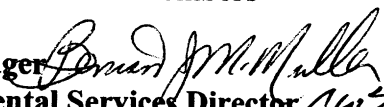
Discussion: Ms. Washburn's term is up on May 31, 2004. Due to scheduling conflicts for both the applicants and city staff, interviews with the applicants will not be scheduled until the third week in June. The recommendations should be placed on either the first or second Council meeting in July.

Budget Impact: None

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager 
Developmental Services Director CW?

FROM: City Engineer 

DATE: May 26, 2004

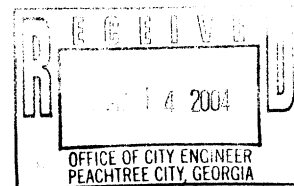
SUBJECT: Georgia Transmission Corporation Easement Modification (Permit)
June 3, 2004 – City Council Agenda Item

Recommendation: City staff recommends approval of the attached permit for Georgia Transmission to utilize the designated easement for anchors and down guys.

Discussion: Georgia Transmission Corporation currently has an easement on city-owned property for the purposes of an overhead guy wire and pole. They have requested that the easement be modified to provide for the removal of the overhead guy wire and pole to be replaced by down guys as indicated in the attached documentation. The City Attorney has reviewed the document and recommends the Mayor's signature.

Budget Impact: There appears to be no budget impact at this time.

Attachment



Upon recording return to:
Lory Browning
Georgia Transmission Corporation
P.O. Box 2088
Tucker, Georgia 30085-2088

Peachtree City - Fairburn Transmission Line
Parcel Number 7A

STATE OF GEORGIA

COUNTY OF FAYETTE

PERMIT FOR GUY WIRES AND ANCHORS

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid by Georgia Transmission Corporation (An Electric Membership Corporation), a Georgia corporation, (hereinafter called "Cooperative"), the receipt and sufficiency whereof is hereby acknowledged, the undersigned, CITY OF PEACHTREE CITY (hereinafter called "Grantor") do(es) hereby grant to the Cooperative, its successors and assigns, the right to implant, erect, install, renew, and maintain anchor(s), with guy wires on lands of the undersigned where the Cooperative may find it necessary or desirable in the construction and maintenance of its above referenced transmission line to be erected in Land Lot 160 of the 7th District, of Fayette County, Georgia, which is illustrated on the attached drawing entitled "Georgia Department of Transportation Utility Plan, Project STP-164-1(30), Sheet 6 of 10 and Sheet 7 of 10.

The Cooperative shall not be liable for, or bound by any statement, agreement or understanding not herein expressed.

Grantor herein warrants title to the property herein affected with the understanding that the Cooperative will rely upon said assurance in obtaining this permit.

IN WITNESS WHEREOF, the said Grantor set its hand(s) and seal(s), this _____ day of _____, 2004.

Signed, sealed and delivered
in the presence of:

CITY OF PEACHTREE CITY

WITNESS

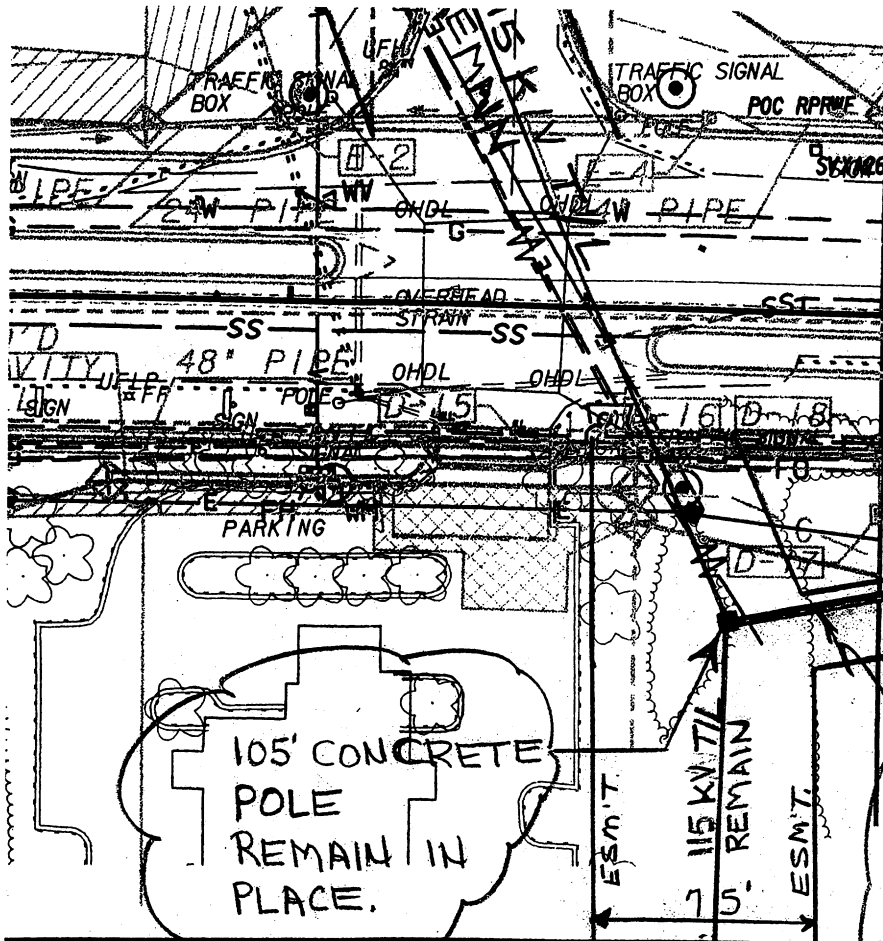
BY:
ITS:

NOTARY PUBLIC

ATTEST:
BY:
ITS:

(NOTARY SEAL)

(CORPORATE SEAL)



CH LINE STA 504+00

RECEIVED
14 2004
OFFICE OF CITY ENGINEER
PLANNING DEPARTMENT
CITY OF ATLANTA

105' CONCRETE
POLE
REMAIN IN
PLACE.

REMOVE
OVERHEAD
GUY.
INSTALL
3 ANCHORS
AND DOWN
GUYS.
SEE SH. 7

UTILITY LEGEND

UTILITY	EXISTING	PROPOSED
WATER	— — W — —	— — W — —
GAS	— — G — —	— — G — —
UNDERGROUND POWER	— — E — —	— — E — —
OVERHEAD POWER	— — ⚡ — —	— — ⚡ — —
OVERHEAD TELEPHONE	— — ~ — —	— — ~ — —
UNDERGROUND TELEPHONE	— — T — —	— — T — —
SANITARY SEWER	— — SS — —	— — SS — —
UNDERGROUND CABLE TV	— — UCTV — —	— — UCTV — —
OVERHEAD CABLE TV	— — TV — —	— — TV — —
OVERHEAD FIBER OPTIC	— — FO — —	— — FO — —
STRAIN POLE OR MAST ARM		⊙

GEORGIA
DEPARTMENT OF TRANSPORTATION
UTILITY PLAN
PROJ. STP-164-1(30) COWETA COUNTY
DATE 09/25/01 SH 6 OF 10
STA. 489+00 TO STA. 504+00

\$

MATCH LINE STA 504+00

SIGN

SIGN

E-5

24" PIPE

48" PIPE

WM

E-6

24" PIPE

SS

SS

SS

SS

48" PIPE

D-19

E-7

E-8

E-9

E-10

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E-79

E-80

OVERHEAD GUY

GUY POLE

8" FORCE MAIN

ESM'T.

505+67.67
100'

REMOVE GUY POLE
AND OVERHEAD GUY

MARLOWE'S
WASH. 1

(233)

INSTALL 3 ANCHORS AND
DOWN GUYS
61', 70', AND 79' FROM
POLE (SHEET NO. 6)
CITY OF
PEACHTREE CITY

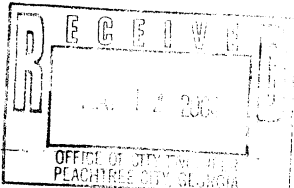
(231)

JERRY BUCKNER

(232)

KINGSTON
LT

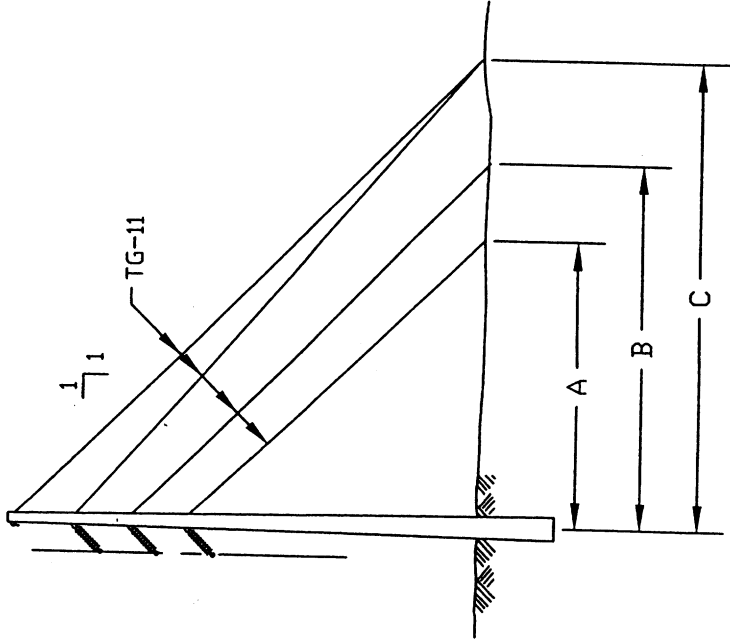
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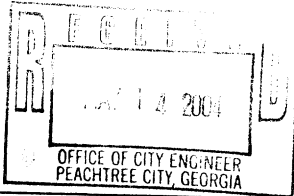
LCD5

LAMAR E

TS-14GSCP



STR #	BISECT			POLE LOCATION FROM CENTERLINE	
	A	B	C	LINE ANGLE	
	70'	79'	88'	N/A	N/A



Rev.	By	Description

PEACHTREE CITY - FAIRBURN TRANSMISSION LINE	
115KV TRANSMISSION LINE	
Georgia Transmission	
Owned By Georgia Electric Cooperative	

Drawn	REB	Approved	Scale	AS NOTED
Checked		Approved		
Project		Approved		

TS-14GSCP
Sheet 1 of 1

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: City Manager *Demetrius M. Muller*
Assistant City Manager *WNA*

FROM: Financial Services Director *P.S.*
Assistant Finance Director *J*

DATE: May 25, 2004

SUBJECT: Budget Amendments
June 3, 2004 City Council Consent Agenda

Recommendation:

It is staff's recommendation that City Council approve the attached budget amendments.

Discussion:

Attached please find several budget amendments for fiscal year 2004 submitted for your approval. A description of the amendments follows:

Budget Amendment 04-022

This budget amendment decreases expenditures for bunker gear in the PIP Fund, along with corresponding grant revenue and is based on a lower than anticipated grant for this equipment. Also, the amendment reduces the amount of the necessary transfer from the General Fund to the PIP Fund to fund the City's share of this project.

Budget Amendment 04-023

This budget amendment increases both the General Fund revenues and expenditures by \$500. These funds are from a donation from Kiwanis Club of Peachtree City for the 2004 Memorial Day program. The \$500 donation has been deposited in the City's pooled cash account.

Budget Amendment 04-024

This budget amendment increases expenditures for Technical Services in the Building Department and reduces expenditures for Technical Services in the Finance Department to cover the cost of Incode software maintenance for the building permits and inspections software.

Budget Amendment 04-025

This budget amendment increases expenditures in the Public Works Department for costs associated with property damage at Interlochen Drive. The City has been reimbursed for these expenditures with a check from State Farm Insurance that has been deposited in the City's pooled cash account.

Budget Amendment 04-026

This budget amendment increases expenditures in the Public Works Department for costs associated with street sign painting. The City has been reimbursed for these expenditures with a check from Bob Adams Homes that has been deposited in the City's pooled cash account.

Budget Amendments 04-027, 04-028, and 04-029

These budget amendments reflect the reallocation of Hotel/Motel taxes (after the final determination of distribution of those collections) to the City's General Fund and the Peachtree City Tourism Association, Inc. The amendments impact the Hotel/Motel Tax Fund, the Debt Service Fund, and the General Fund. Additional budget amendments affecting the Tourism Association's General Fund have been submitted to the Association for their approval.

Budget Amendment 04-030

This budget amendment increases both revenues and expenditures in the HAZMAT Fund to reflect a check recently received from Fayette County to be used for HAZMAT operations.

Budget Impact:

The impact on the General Fund budget is a net increase in both budgeted revenues and expenditures of \$418,082, bringing the fiscal year 2004 General Fund budget to \$22,163,078. The impact on the PIP Fund budget is a decrease in both budgeted revenues and expenditures of \$14,408, bringing the fiscal year 2004 PIP Fund to \$5,854,566. The impact on the HAZMAT Fund budget is an increase in both revenues and expenditures of \$1,501, bringing the fiscal year 2004 HAZMAT Fund budget to \$2,766. There is no impact on the Hotel/Motel Tax Fund budget or the Debt Service Fund budget – simply a reallocation of revenues and/or expenditures to different accounts.

If you have any questions please do not hesitate to contact either Paul or Janet.

Thank you for your attention to this matter.

Attachments

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER	04-022
--------	--------

DATE	June 3, 2004
------	--------------

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
350-3510-54-0122	Bunker Gear		14,408
350-00-33-4215	Grant - Bunker Gear		12,967
350-00-39-1140	Operating Transfer from General Fund		1,441
100-1505-61-1350	Operating Transfer to PIP Fund		1,441
100-00-38-9025	Surplus Carryover		1,441

TOTAL	\$ -	\$ 31,698
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To decrease budget for grant revenue for bunker gear based on the actual grant received and decrease corresponding expenditures and transfers from the General Fund.

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER	04-023
--------	--------

DATE	June 3, 2004
------	--------------

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
100-00-38-9000	Other Revenue	500	
100-6110-52-1330	Non-Supportable Recreation Programs	500	

TOTAL	\$ 1,000	\$ -
-------	----------	------

To increase Other Revenue and Non-Supportable Recreation Programs for donation received from Kiwanis Club of Peachtree City on May 11, 2004 for Memorial Day celebration.

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 04-024

DATE June 3, 2004

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
100-7210-52-1300	Technical Services/Buildings	875	
100-1511-52-1300	Technical Services/Finance		875

TOTAL \$ 875 \$ 875

To transfer budgeted funds from Finance Technical Services to Buildings Technical Services to cover the annual Incode software maintenance for the buildings permits and inspections module.

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER	04-025
--------	--------

DATE	June 3, 2004
------	--------------

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
100-4100-52-2290	Repairs/Maintenance - Other / PW	2,663	
100-00-38-9001	Revenue - Insurance Reimbursements	2,663	

TOTAL	\$ 5,326	\$ -
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To increase both other revenue and expenditures in Public Works for Repairs and Maintenance for expenditures associated property damage at Interlochen Drive. The City has been reimbursed for this expenditure from State Farm Insurance.

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 04-026

DATE June 3, 2004

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
100-4100-53-1110	Street Resurfacing Supplies	388	
100-00-34-7900	Revenue - Other Charges for Services	388	

TOTAL \$ 776 \$ -

To increase both other revenue and expenditures in Public Works for street sign painting that was reimbursed by contractor. The City has received and deposited the check from Bob Adams Homes.

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER	04-027
--------	--------

DATE	June 3, 2004
------	--------------

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
275-1505-57-2015	Transfer to Airport		90,451
275-1505-57-2018	Transfer to Development Authority		220,914
275-1505-61-1120	Transfer to Tourism Association	499,627	
275-1505-61-1400	Transfer to City Debt Service Fund		405,972
275-1505-61-1110	Transfer to City General Fund	217,710	

TOTAL	\$ 717,337	\$ 717,337
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To adjust the Hotel/Motel Tax Fund budget to reflect the appropriate amounts to be transferred to the City's General Fund and the Peachtree City Tourism Association.

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER	04-028
--------	--------

DATE	June 3, 2004
------	--------------

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
400-00-39-1110	Transfer from General Fund	405,972	
400-00-39-1127	Transfer from Hotel/Motel Tax Fund		405,972

TOTAL	\$ 405,972	\$ 405,972
-------	------------	------------

To adjust the Debt Service Fund budget to reflect amounts to be transferred from the General Fund rather than the Hotel/Motel Tax Fund for the Airport Authority and Development Authority debt service that is paid by the City.

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER04-029

DATEJune 3, 2004

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
---------	-------------	----------	----------

100-1505-61-1400	Transfer to Debt Service Fund	405,972	
100-1511-51-1100	Regular Salaries / Finance	10,000	
100-00-39-	Transfer from Tourism Association	198,262	
100-00-39-1127	Transfer from Hotel/Motel Tax Fund	217,710	

TOTAL\$831,944\$-

To adjust the General Fund to reflect appropriate amounts to be transferred from the Hotel/Motel Tax Fund and the Tourism Association.

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER	04-030
--------	--------

DATE	June 3, 2004
------	--------------

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
204-00-34-7901	Reimbursements	1,501	
204-3510-53-1175	Operating Supplies	1,501	

TOTAL	\$ 3,002	\$ -
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To increase both revenues and expenditures in the HAZMAT Fund to reflect check received from Fayette County to be used for HAZMAT operations.

CITY OF PEACHTREE CITY

MEMO TO: Mayor and City Council Members

VIA: Bernard J. McMullen, City Manager 

FROM: Colin W. Halterman, Assistant City Manager
Paul J. Salvatore, Financial Services Director 
Janet I. Camburn, Assistant Finance Director 

DATE: May 26, 2004

SUBJECT: Natural Gas Provider – Compressed Natural Gas
June 3, 2004 Consent Agenda

Recommendation:

That Peachtree City enter into a one-year agreement with Coweta-Fayette EMC Natural Gas to provide compressed natural gas at the Public Works facility for vehicle and equipment use effective July 1, 2004.

Discussion:

On May 6, 2004, City Council authorized Staff to enter into a one-year agreement with Coweta-Fayette EMC Natural Gas to provide natural gas to City facilities effective June 1, 2004. This approval by City Council was based on proposals received on April 28, 2004 from four natural gas providers (Coweta-Fayette, Shell Energy, PS Energy, and Infinite Energy) for both natural gas and compressed natural gas. At the May 6 Council meeting, Staff had suggested further review of the current agreement with Southern Company Gas for the compressed natural gas with plans to bring a recommendation back to City Council at a later date for that particular service.

As you may recall, Coweta-Fayette EMC Natural Gas provided the same fixed price term rate proposal for both natural gas and compressed natural gas on a one-year contract, with a review of the commodity rates within the first three months of the agreement. Should the overall term rate drop during that time, the City would be able to lock in that lower rate. If the term rate were to increase, the City would remain with the one-year fixed cost agreement as quoted in the proposal.

Southern Company Gas, the current provider of the compressed natural gas, failed to provide a response to the City's request for proposal. However, upon further review it was discovered that Southern Company had provided a renewal rate for the compressed natural gas but had sent this directly to the Public Works Department. This rate was not in response to the City's request for proposal. The fixed rate that was quoted for

renewal was \$0.949 per therm, higher than both the current rate charged by Southern Company and the rate proposed by Coweta-Fayette EMC Natural Gas.

Staff recommends that the City enter into a one-year agreement with Coweta-Fayette EMC Natural Gas for compressed natural gas services. This is in addition to the agreement already entered into for the other natural gas accounts.

Budget Impact:

Based on current natural gas consumption, it is expected that an agreement with Coweta-Fayette over the next year will result in lower expenditures than with Southern Company Gas, but higher than current expenditures due to the low rate the City had with Southern Company Gas this past year.

Attachments

NATURAL GAS SERVICE
ANALYSIS

Provider	Cost Therm	DDDC		Monthly Capacity Charge	Transportation Charge		Meter Charge		Dth Annual Totals	Total	Cost/Therm
		DDDC	Monthly Capacity Charge		Monthly	Yearly	Monthly	Yearly			
Shell Energy Services	0.854	133.8740	8.51	All Inclusive	1,139.27	13,671.21	5.95	1,071.00	61,458.32	62,529.32	\$0.87
	0.699	133.8740	8.51				5.95	1,071.00	50,303.71	65,045.92	\$0.90
PS Energy Group	0.834			Included in Base Rate			5.95	1,071.00	60,019.02	61,090.02	\$0.85
Coweta-Fayette Electric	0.687	133.8740	7.35		983.97	11,807.69			49,440.13	61,247.81	\$0.85
Infinite Energy	Variable	133.8740	7.54				5.00				

Southern Company GAS
Post Office Box 4298
Atlanta, Georgia 30302



April 5, 2004

City of Peachtree City
209 McIntosh Trail
Peachtree City, GA. 30269

Southern Company GAS

RECEIVED
APR 13 2004

Re: Southern Company Gas Accounts: 766326-766326

PUBLIC WORKS DEPARTMENT
PEACHTREE CITY, GEORGIA

Dear City of Peachtree City:

It's time to renew your natural gas contract with Southern Company Gas, Georgia's premier natural gas provider. We want to continue supplying your natural gas and have two plans for you to choose from: Our Variable Rate Plan and our Fixed Rate Plan. Now is a good time for you to look them over and select the product that best meets your needs. However, your service will automatically roll to the Variable Rate Plan if we don't hear from you by April 30, 2004.

Choice	Plan	Monthly Customer Service Charge	Rate Per Therm	Terms	Action Required
1	Variable Rate	\$5.95	Varies	Rolling 1-month	No Action
2	Fixed Rate	\$5.95	\$0.949	12 Months	Call us at 866-426-2491

Choice 1 - Variable Rate Plan*. With this plan, rates may change on a monthly basis and you can enjoy savings that result from any potential decrease in natural gas market prices. Plus, there are no cancellation fees or contracts with our Variable Rate Plan. If you want to renew on this plan, we need to hear from you soon. A monthly customer service charge of \$5.95 will apply. Please see the enclosed terms and conditions for more information.

Choice 2 - Fixed Rate Plan*. If you prefer to have a rate that remains constant for a 12-month period, our Fixed Rate Plan is for you. Because you are a valued Southern Company Gas customer, you can enjoy a competitive rate of \$0.949 per therm, which is less than our new acquisition rate of \$0.959 per therm. Our Fixed Rate Plan gives you the peace of mind of one consistent and competitive rate for a full year. A 12-month contract is required for this plan and a cancellation fee may apply. A monthly customer service charge of \$5.95 will also apply. Please see the enclosed terms and conditions for more information.

Renew your service today! If you choose the Variable Rate Plan, then no action is required on your part; however, if you would like to switch to the Fixed Rate Plan, please call our Key Account Managers at 1-866-426-2491 by April 30, 2004 at any time during our extended business hours listed below.

We can answer your questions. To learn more about our variable and fixed rate plans or for information on natural gas service in Georgia, please call our Key Account Managers at 1-866-426-2491. Our representatives are available to assist you Monday – Friday, from 8:00 AM to 5:00 PM EDT. You may write to us at Southern Company GAS, P.O. Box 4298, Atlanta, Georgia 30303. Although you are not required to select another natural gas marketer, you have the option to receive service from another provider. Visit www.psc.state.ga.us for more information.

If you want to save time and money paying your bill, check out Southern Company Gas' e-Bill, a fast and convenient way to view and pay your bill online! To find out more or register for e-Bill, please visit southerncompanygas.com

We appreciate your business and thank you for giving us the opportunity to continue serving your natural gas needs.

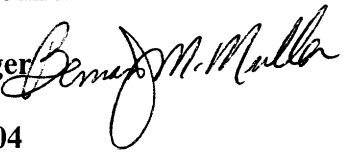
Sincerely,

Jocelyn M. Stargel
Marketing Manager
Southern Company GAS

* Your monthly gas bill will include a Southern Company Gas customer service charge, taxes and all applicable Atlanta Gas Light Company charges.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council
FROM: City Manager 
DATE: May 25, 2004
SUBJECT: PLANNING COMMISSION APPOINTMENTS
June 3, 2004, City Council Agenda

The Selection Committee, composed of Mayor Steve Brown, Council Member Steve Rapson, and Colin Halterman considered six applicants for the vacancies on the Planning Commission.

It is the recommendation of the Committee that Mr. Martin Mullin be reappointed to fill the unexpired term of Robert Buckley whose term expires on 9/30/04. The Selection Committee also suggests that Mr. Mullin be reappointed at this time, to a term from October 1, 2004, through September 30, 2007. Mr. Mullin has been an active commission participant in place of Mr. Ames and has performed well. The Committee further recommends that Mr. Paul Johnson be appointed to fill the unexpired term of Mr. Robert Ames, whose terms expires on September 30, 2005. The Selection Committee also recommends that Mr. Theo Scott be appointed to serve a term from October 1, 2004, through September 30, 2007, replacing Mr. Wes Saunders whose current term expires September 30, 2004.

Copies of applications for those recommended are attached for your review.

BJM:gr

Attachments

05/24/04
6:30

**PLANNING COMMISSION
APPLICATION FOR APPOINTMENT**

Thank you for your interest in being considered for appointment to the Planning Commission. Applicants must be a legal resident of the State of Georgia and have been a resident of Peachtree City for at least six months prior to the date an application is submitted. Elected officials of any governmental jurisdiction in the County and City employees are not eligible for appointment.

The Planning Commission is comprised of five members appointed to three-year terms. Meetings are held on the second and fourth Monday of each month at 7:00 p.m. Members are required to attend a minimum of eighty percent (80%) of all meetings. The Commission is responsible for assisting in the administration of the City Zoning Ordinance and Land Development Ordinance and for reviewing site plans and landscape plans for commercial and industrial development.

Please take a few minutes to complete the form below and answer the questions on the reverse side of this form and return it with a resume, if available, to Gloria Reid, Peachtree City Hall, 151 Willowbend Road, Peachtree City, GA 30269 by **5:00 p.m. on Friday, April 30, 2004**. The City will contact you within two weeks of the application closing date.

If you have any questions, please contact Gloria Reid at 487-7657.

NAME Martin Mullin

ADDRESS 213 Windgate Court

Peachtree City, GA 30269

TELEPHONE (Day Time) 770-487-8041

(Evening) 770-487-8898

(Fax No:) _____

(Email:) marty2k@bellsouth.net

Martin Mullin
Signature

4/29/04
Date

How long have you been a resident of Peachtree City?

5 years

Why are you interested in serving on the Planning Commission?

Continue helping our community.

What qualifications and experience do you possess that would benefit the Planning Commission?

Architectural and planning Background.

List major jobs you have held during your working career to include name of company and position.

Historical Concepts, Architect, Partner
Vogt Group Architect, Architecture and planning

Do you have any past experience relating to City planning? If so, describe.

Serving on existing Planning Commission

Have you attended any Planning Commission meetings in the past year and, if so, how many?

Yes, all meetings

Would there be any possible conflict of interest between your employment and you serving on the Planning Commission?

No

Describe your current community involvement.

Planning Commissioner.
Attend City Council Meetings.
Member. PBC

05/22/04

3:00 p.m.

**PLANNING COMMISSION
APPLICATION FOR APPOINTMENT**

Thank you for your interest in being considered for appointment to the Planning Commission. Applicants must be a legal resident of the State of Georgia and have been a resident of Peachtree City for at least six months prior to the date an application is submitted. Elected officials of any governmental jurisdiction in the County and City employees are not eligible for appointment.

The Planning Commission is comprised of five members appointed to three-year terms. Meetings are held on the second and fourth Monday of each month at 7:00 p.m. Members are required to attend a minimum of eighty percent (80%) of all meetings. The Commission is responsible for assisting in the administration of the City Zoning Ordinance and Land Development Ordinance and for reviewing site plans and landscape plans for commercial and industrial development.

Please take a few minutes to complete the form below and answer the questions on the reverse side of this form and return it with a resume, if available, to Gloria Reid, Peachtree City Hall, 151 Willowbend Road, Peachtree City, GA 30269 by **5:00 p.m. on Friday, April 30, 2004**. The City will contact you within two weeks of the application closing date.

If you have any questions, please contact Gloria Reid at 487-7657.

NAME **Paul W. Johnson**

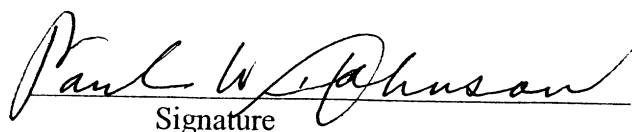
ADDRESS **859 Southern Shore Drive, Peachtree City, GA 30269**

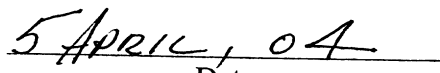
TELEPHONE (Day Time) **770.486.0186**

(Evening) **770.486.0186**

(Fax No:) **770.632.6802**

(Email:) **pwjohnsonpe@earthlink.net**


Signature


Date

How long have you been a resident of Peachtree City?

Since August 01 to Present. However, my wife has been a resident for 14 years.

Why are you interested in serving on the Planning Commission?

I'd like to be involved in current and future development and to give back to my community some of the advantages I have enjoyed over many years as a professional engineer.

What qualifications and experience do you possess that would benefit the Planning Commission?

I have held every engineering position from junior engineer to the top civilian engineer in the Dept of the Army, overseeing construction and maintenance of Army installations world-wide. I managed an annual construction budget of \$2 billion and an annual maintenance budget of \$3 billion. I have extensive experience working with the Corps of Engineers on environmental programs, to include wetlands mitigation and environmental site restoration.

List major jobs you have held during your working career to include name of company and position.

*1972-2001 Deputy Assistant Secretary of the Army for Installations and Housing (see resume)
1971-1972 Assistant Deputy for Installations and Housing (see resume)
1962-1971 Deputy Assistant Secretary of the Army (Installations and Logistics) (see resume)
1959-1962 Supervisory General Engineer (see resume)
1950-1980 US Army Reserve Engineer, retiring as COL (P).*

Do you have any past experience relating to City planning? If so, describe.

Throughout my career, over 40 years, I have been involved in Master Planning for Army installations, setting guidelines and approving final products. These Master Plans included all the elements necessary to guide the development of the installation, from design guides for buildings and signage, layout of highways and roads, access control points, to creation of lakes and recreational areas. An Army installation is very similar to a city in that they have the same infrastructure, hierarchy, and issues. An installation has a post commander (analogous to a Mayor), Director of Public Works, Legal Dept, Finance and Budget Dept, Fire Dept, Police Dept, Recreation and Welfare unit, Family Housing and all other agencies dedicated to quality of life and community living. Army installations range in population from fewer than 1000 residents to those with more than 50,000. These installations also have a mixture of residents and of workers who reside in the commuting area. They range in physical size from only a few acres (like Ft. McPherson, GA) to over 2 million acres (Ft. Irwin, CA).

Have you attended any Planning Commission meetings in the past year and, if so, how many?

No I haven't; however, I have closely monitored the proceedings in the paper and in the PTC newsletter.

Would there be any possible conflict of interest between your employment and you serving on the Planning Commission?

No. My consulting engineering work is associated with military installations. I will retain my license as a Registered Professional Engineer.

Describe your current community involvement.

I have volunteered to work on houses for Habitat for Humanity. I also regularly attend church at St. Andrew's in the Pines.

Now that I am retired from the Army, I am pleased to have the time to dedicate to efforts outside a daily workplace. I am fully established here in Peachtree City, and I have both the time and the expertise to share with this beautiful town. Until recently, I was unable to make a significant commitment of time to serve in this capacity; I truly look forward to making my contribution here and now.

RESUME

Paul W. Johnson, P.E.
859 Southern Shore Drive
Peachtree City, Georgia 30269

Home Phone: 770-486-0186

Personal Data

Date of Birth: January 9, 1924, Mountain View, Oklahoma
Marital Status: Married, 5 children
Health: Excellent

Education

BS Engineering Administration, University of Mississippi, 1949
Top Management Seminar Ordnance Mgt Engineering Training Activity, 1960
Value Engineering Ordnance Mgt Engineering Training Activity, 1966
Command and General Staff College, Fort Myer, 1961-1967 (Night) and
Fort Leavenworth, 1967 (Two weeks active duty)
Management Natural Resources (Phase I, II and III) Industrial College of the Armed Forces
Residential Program in Executive Education, Federal Executive Institute,
Charlottesville, Virginia, October 25 to December 17, 1971

Special Qualifications

Member: American Society of Civil Engineers (past member)
Society of American Military Engineers
National Society of Professional Engineers (past member)
COL, USAR Corps of Engineers (Retired)
Federal Executive Institute
License: **Registered Professional Engineer**

Previous Employment

1972 –2001 (Retired) Deputy Assistant Secretary of the Army for Installations and Housing -
Responsible for Army's worldwide installation and housing structure, involving private sector
engineering, real estate, construction, maintenance, and energy conservation. Managed \$5 billion
construction and maintenance program.

1971-1972 – Assistant Deputy for Installations and Housing - Development/monitoring of
policies, plans, programs and procedures related to location, design, construction, operation and
maintenance of Army facilities worldwide, including the management of all aspects of family housing
and real property at military installations.

1962 – 1971 – Deputy Assistant Secretary of the Army for Installations and Logistics –
Responsible for development, formulation, dissemination and assurance of execution of
policies and programs relative to family housing and Homeowners Assistance Program.

1959 – 1962 – Supervisory General Engineer, Installations and Services Agency, Department of

Army – Responsible for planning, developing, coordinating and administering branch program requirements of master planning, real estate, administration and management, utilities programs, power procurement, building and ground program, etc.

1958 – 1959 – Supervisory General Engineer, Installations and Services Agency, Department of the Army, Rock Island Arsenal, Illinois – Responsible for planning, directing and coordinating the activities of subordinate personnel engaged in exercising staff direction and control over buildings and grounds activities.

1956 – 1958 – Supervisory Construction Management Engineer, Director of Installations, Department of the Air Force – Responsible for worldwide analysis, correlation and consolidation of military construction programs prepared by the Continental United States and Overseas Branches, forecasting programs, initiating and monitoring program calls and procedures to the major commands and headquarters offices concerned.

1955 – 1956 – Supervisory General Engineer, Chief of Ordnance, Department of the Army – Responsible for the accomplishment of the section mission and providing staff supervision over repairs and utilities activities at ordnance field installations.

1952 – 1955 – Supervisory Construction Management Engineer, Headquarters, Technical Training, Department of the Air Force, Gulfport, Mississippi – Responsible for administration and technical supervision of operations, maintenance, rehabilitation, additions, expansions and new construction of roads, walks, grounds and landscaping, railroads, etc.

June 1952 – December 1952 – Construction Management Engineer, Tullahoma District Corps of Engineers, Department of the Army, Tullahoma, Tennessee - In charge of Construction Management and Propulsion Wind Tunnel in the District Engineer's Office.

1951 to 1952 – Chief, Engineering and Design Branch, 1st Lt. C.E., Camp McCoy, Wisconsin – Responsible for planning, estimating and constructing buildings and structures, either initial erection or rehabilitation of commercial, industrial, residential or public use.

1950 – 1951 – Engineer Troop Commander, 2nd Lt. C.E., Camp McCoy, Wisconsin – Responsible for the training of troops. Directed construction projects set up by Post Engineer. Maintained contact with Post Engineer for material needed for assigned projects.

1949 – 1950 – Civil Engineer, Department of Agriculture, Winona, Mississippi – Responsible for design, plans and specifications for secondary drainage channels. Chief of survey party engaged in taking cross sections and profiles of drainage areas to determine location of proposed drainage canals.

Awards

Silver Order of the de Fleury Medal (by the Army Engineer Association)

Legion of Merit

Special Achievement Award

Exceptional Civilian Service Award

Award for Outstanding Service in the Army Senior Executive Service

DoD Distinguished Civilian Service Award

Meritorious Executive Senior Executive Service Award (Presidential Rank)

Distinguished Executive Senior Executive Service Award (Presidential Rank)



05/24/04
3:40 p.m.

PLANNING COMMISSION
APPLICATION FOR APPOINTMENT

Thank you for your interest in being considered for appointment to the Planning Commission. Applicants must be a legal resident of the State of Georgia and have been a resident of Peachtree City for at least six months prior to the date an application is submitted. Elected officials of any governmental jurisdiction in the County and City employees are not eligible for appointment.

The Planning Commission is comprised of five members appointed to three-year terms. Meetings are held on the second and fourth Monday of each month at 7:00 p.m. Members are required to attend a minimum of eighty percent (80%) of all meetings. The Commission is responsible for assisting in the administration of the City Zoning Ordinance and Land Development Ordinance and for reviewing site plans and landscape plans for commercial and industrial development.

Please take a few minutes to complete the form below and answer the questions on the reverse side of this form and return it with a resume, if available, to Gloria Reid, Peachtree City Hall, 151 Willowbend Road, Peachtree City, GA 30269 by **5:00 p.m. on Friday, April 30, 2004**. The City will contact you within two weeks of the application closing date.

If you have any questions, please contact Gloria Reid at 487-7657.

NAME Theo C. Scott

ADDRESS 112 OAKDALE AVE.

Peachtree City, GA. 30269

TELEPHONE (Day Time) 678-364-0078

(Cell)
(Evening) 770-361-4731

(Fax No:) _____

(Email:) BEUNTHEO@EARTH.LINK.COM.NET

Theo C. Scott
Signature

4-30-04
Date

How long have you been a resident of Peachtree City?

7 months

Why are you interested in serving on the Planning Commission?

I Love the PLANNED GREEN SPACES & LAYOUT OF OUR CITY

What qualifications and experience do you possess that would benefit the Planning Commission?

67 YEARS OF LIVING

List major jobs you have held during your working career to include name of company and position.

G.M. Corp. TRAINING COORD. for N. American OPERATION

Do you have any past experience relating to City planning? If so, describe.

NO

Have you attended any Planning Commission meetings in the past year and, if so, how many?

NO

Would there be any possible conflict of interest between your employment and you serving on the Planning Commission?

I AM RETIRED

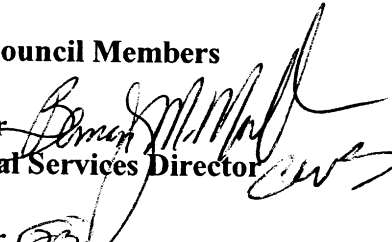
Describe your current community involvement.

WORK @ BRASLINN Community Svcs.
2 Day A week.
Attend Church @ BRASLINN Church.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager 
Developmental Services Director 

FROM: City Engineer 

DATE: May 13, 2004

SUBJECT: Variance Request - 310/312 Peachtree Parkway North
June 3, 2004 – City Council Agenda Item

Recommendation: Staff recommends that the variance application as proposed by the Applicant be denied. Staff further recommends the access be approved at the existing TDK driveway.

Discussion: The subject item was tabled at the last Council meeting until such time as information about the sight distance for the proposed driveway location could be obtained. Engineering staff measured the sight distance from the proposed driveway at the subject property's northernmost boundary line (Location B on the attached diagram). The sight distance from the south is 159 feet and does not provide enough time for turning movements at this location.

Staff also measured the sight distance from Location A (see diagram) at the existing TDK house driveway. Looking to the south there is 350 feet of visibility, which provides adequate sight distance.

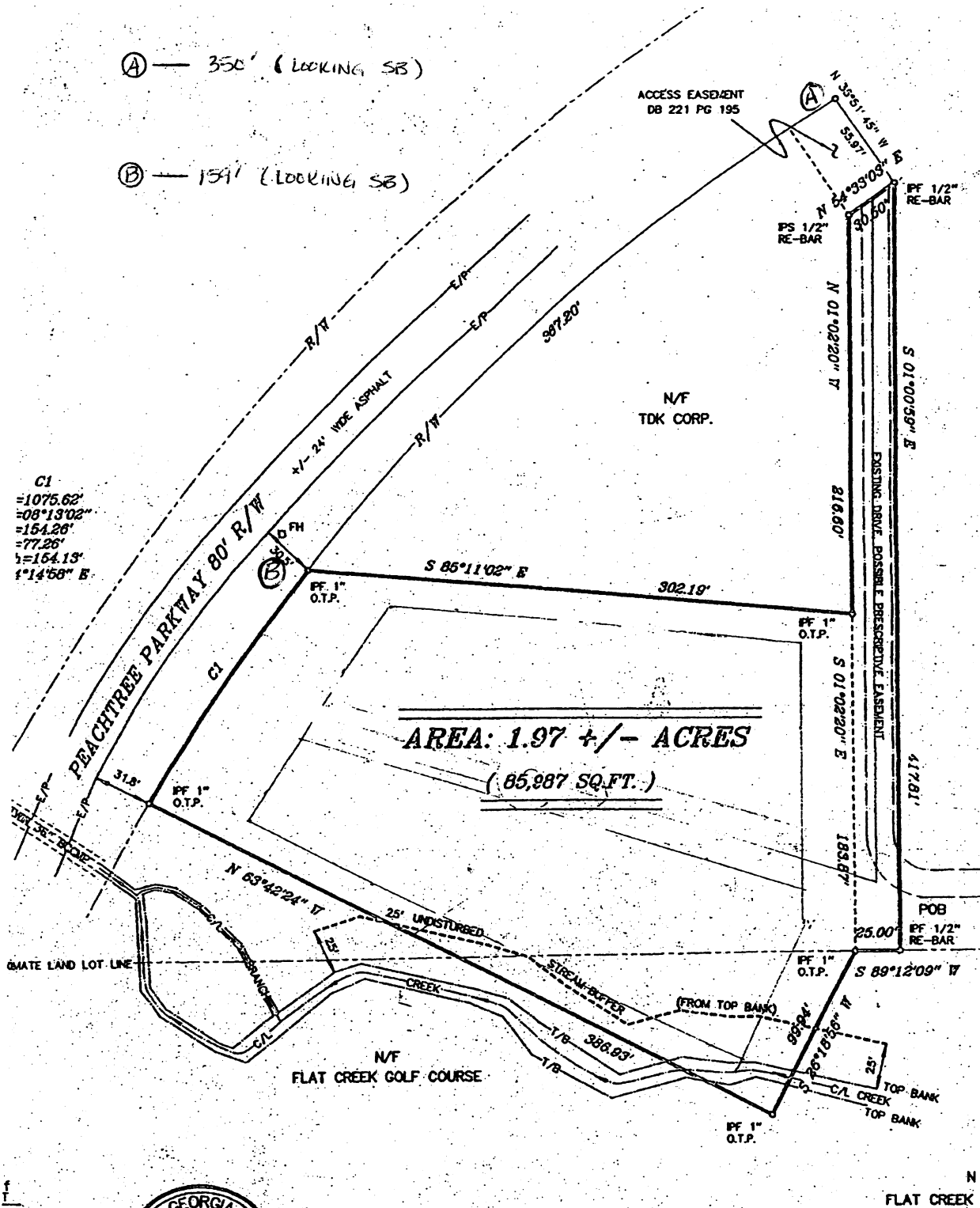
Budget Implication: None.

Attachment

cc: City Planner
Police Chief
Interim Public Services Director
file

① — 350' (LOOKING SB)

② — 159' (LOOKING SB)



THIS PLAT IS FOR THE EXCLUSIVE USE OF THE PARTIES NAMED IN THE TITLE BLOCK AND OR THE CERTIFICATION. ANY USE BY OTHER PARTIES NOT NAMED IS AT THEIR OWN RISK. THIS PLAT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE OF THE REGISTRANT ACROSS THE REGISTRANT'S SEAL.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT TITLE; THEREFORE, THE UNDERSIGNED AND WELBORN LAND SURVEYING, INC. MAKE NO GUARANTEES OR REPRESENTATIONS REGARDING INFORMATION SHOWN HEREON PERTAINING TO EASEMENTS, RIGHT-OF-WAY, SETBACK LINES, AGREEMENTS, RESERVATIONS, AND OTHER SIMILAR MATTERS.

Attachment "B"

ING, INC.

INTEROFFICE MEMORANDUM

Section 704 of the City's Zoning Ordinance (Attachment "D") identifies the protocol for annexing property into the city limits. As you are aware, City Council recently reaffirmed the moratorium on annexation, which prohibits Staff from discussing this issue with property owners or developers. The Applicant is requesting that the moratorium be lifted so that they can work with City Staff and a designated Advisory Committee to develop a master plan for the property and to determine if annexing the subject property would be beneficial to the residents of Peachtree City. The attached composite plat identifies all of the parcels on the west side of the city within the unincorporated County in relation to the subject parcel (Attachment "E").

Appeal of annexation moratorium

May 14, 2004

Page 2

Budget impact:

Budget impacts would need to be carefully analyzed to determine the positive and negative attributes of annexing this property. These impacts would be incorporated into the overall analysis conducted by Staff and the Applicant prior to forwarding a recommendation to the Planning Commission and City Council.

Attachments

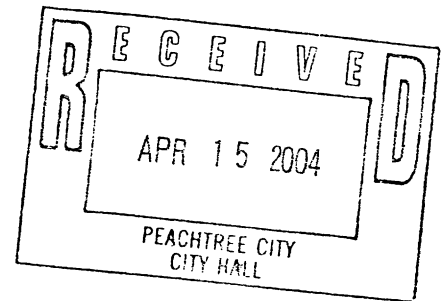
Sec. 1404. Appeals.

Any party with an ownership interest in property in the city that believes said property owner is severely prejudiced by this moratorium may file an application with the city planner requesting that the mayor and council remove the moratorium as it applies to the property.

- (a) The application shall be accepted by the city planner and placed on the council agenda after being properly advertised, and then, considered by the mayor and council.
- (b) City staff shall only provide council with current land use and zoning information regarding the subject property and its surrounding properties and shall not make a recommendation to council on the application to lift the moratorium.
- (c) In the event council lifts the moratorium, the property owner may then submit the request for rezoning following established procedures.
- (d) In the event council declines to lift the moratorium, the property owner shall have the same rights and follow the same procedures as those connected with the denial of a rezoning request.

VIA EMAIL AND U.S. MAIL

April 14, 2004



Mayor and City Council of Peachtree City
c/o The Honorable Steve Brown
151 Willowbend Road
Peachtree City, Georgia 30269

Re: Annexation of approximately 350 acres located between Highway 74 and Line Creek ("Property")

Dear Mayor and Council:

I'm writing to formally follow up on the Mayor's request from several weeks ago that John Wieland Homes and Neighborhoods consider annexing Property into Peachtree City for the purpose of providing Peachtree City with additional infrastructure. We respectfully request that the Peachtree City Mayor and Council consider lifting the annexation and multi-family moratorium at the next City Council meeting for the purpose of discussing the annexation of this Property.

Should you decide to lift the moratoriums, John Wieland Homes and Neighborhoods would like to host a land planning charette. This meeting, designed to encourage citizen input throughout the city, will bring together the staff, annexation committee, churches, citizens, seniors, realtors, adjacent property owners, land planning specialists and other interested parties in an effort to collaborate on the future of this area of Peachtree City. Cooperation between the staff and our professional team will allow us to develop a clear understanding of the annexation proposal, the goals and limitations, and how these might fit the City's desires. This community's input will be critical in developing a realistic, creative proposal while at the same time be economically feasible. Working with a creative team of professionals who can bring ideas to a tangible design quickly will benefit Peachtree City and the community at large.

Over the years, we have enjoyed our relationship with Peachtree City and are proud to be in Peachtree City. We would appreciate your consideration of this request. Please don't hesitate to call me if you, or any of the Council members, have any questions.

Respectfully,

Dan Fields
Vice President

Attachment "B"

6-8. R-70 Single-Family Residential District.

- B. Description of District. This district is composed of certain lands and structures having a low density single-family residential character and designed to protect against the polluting effects of excessive densities and development and those uses incompatible with a protected watershed area.
- C. Permitted Uses. The following Permitted Uses shall be allowed in the R-70 Zoning District:
1. Single-family dwelling;
 2. Accessory buildings and uses; and
 3. Growing crops, gardens.
- D. Conditional Uses. The following Conditional Uses shall be allowed in the R-70 Zoning District provided that all conditions specified in Section 7-1 herein are met:
1. Church, Temple, or Place of Worship;
 2. Developed Residential Recreational/Amenity Areas;
 3. Home Occupation;
 4. School (Private and Special), and Accessory Sports, Arena, Stadium or Recreation Field; and
 5. Telephone, Electric or Gas Sub-Station or other Public Utility Facilities.
- E. Dimensional Requirements. The minimum dimensional requirements in the R-70 Zoning District shall be as follows:
1. Lot area per dwelling unit: 87,120 square feet (two [2] acres)
 2. Lot width:
 - a. Major thoroughfare:
 - (1) Arterial: 175 feet

- (2) Collector: 175 feet
 - b. Minor thoroughfare: 150 feet
- 3. Floor area: 1,500 square feet
- 4. Front yard setback:
 - a. Major thoroughfare:
 - (1) Arterial: seventy-five (75) feet
 - (2) Collector: seventy-five (75) feet
 - b. Minor thoroughfare: fifty (50) feet
- 5. Rear yard setback: fifty (50) feet
- 6. Side yard setback: twenty-five (25) feet
- 7. Height limit: thirty-five (35) feet

Sec. 704. Annexation.

These regulations are designed to set forth the principles which shall apply to annexation of property into the city limits of the city. The following principles shall apply:

- (a) Support and enhance the existing economic value and environmental control of property within the city limits.
- (b) Primary consideration will be given to complementary zoning within the current land use plan of the city and contiguous jurisdictions.

(704.1) Priority will be given to raw land that can be developed consistent with current city standards. Secondary considerations will be given to harmoniously adjacent developed parcels.

(704.2) The city shall provide written notification to the appropriate governmental jurisdiction as soon as practicable following the initiation of any annexation.

(704.3) It is desirable, but not essential, that all property have natural boundaries, but in no instance create unnatural division for convenience sake.

(704.4) Each of the following factors will be reviewed on each area to be annexed according to economic and service feasibility on its own merit within the framework of existing plan for the entire city:

- a. Water/sewer
- b. Road/street access
- c. Police/fire protection
- d. Zoning compliance

(704.5) Whenever the owner of a piece of property outside the city limits wishes to request that the property be annexed into Peachtree City, the procedure for filing an application, holding public hearings, reapplying for consideration, and changing the zoning map shall be consistent with the procedure for amending the zoning ordinance, as specified in article XIII of the zoning ordinance.

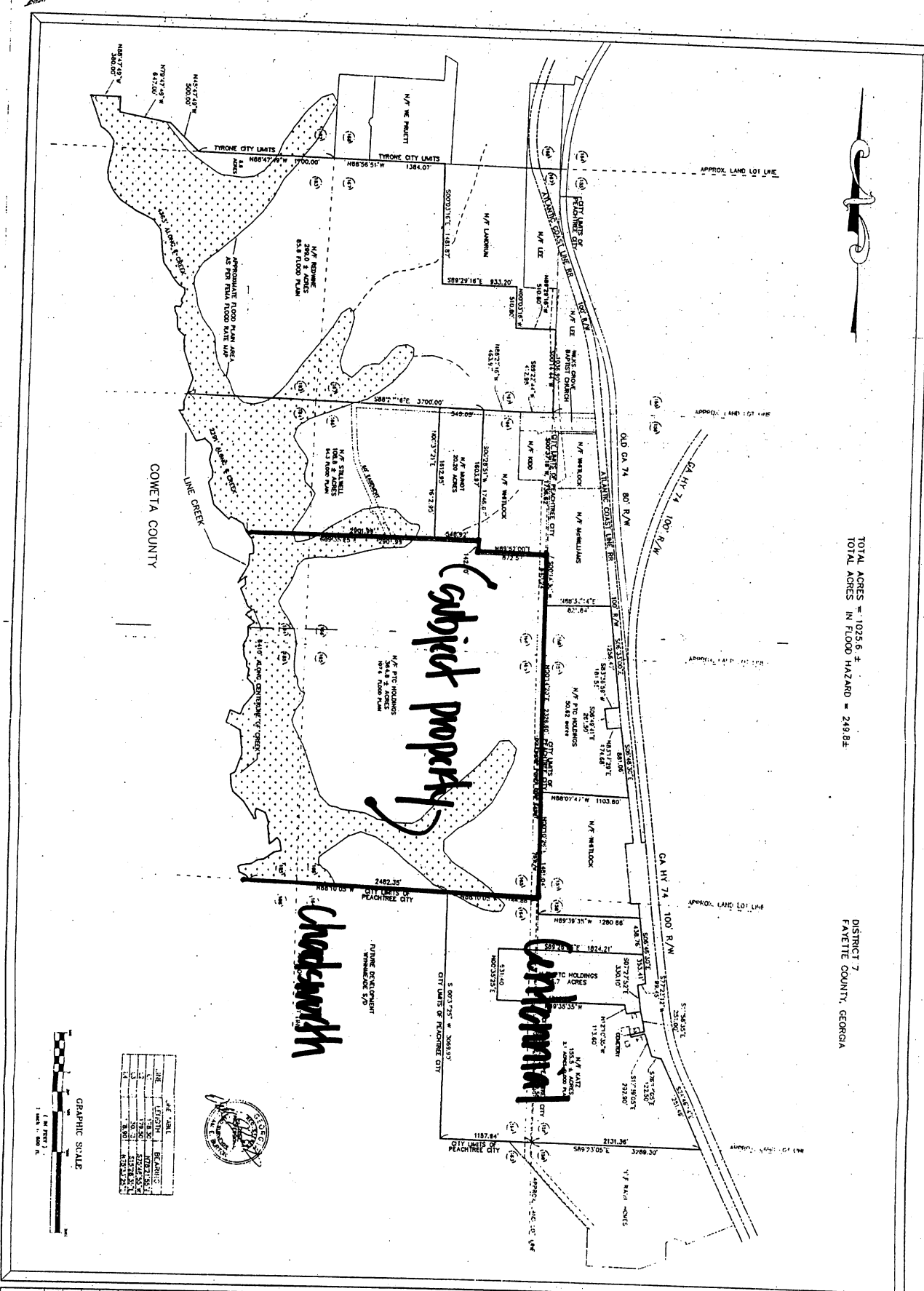
(Ord. No. 464, 6-2-1988; Ord. No. 512, 10-19-1989)

Note: Ord. No. 726, adopted on Nov. 4, 1999, amended section 704 as follows:

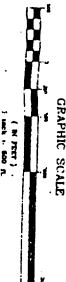
"(a) At its October 10, 1991, meeting, the council passed a resolution placing a moratorium on annexation. At its November 4, 1999, meeting, the council reaffirmed the annexation moratorium and directed that the moratorium be reflected in the City Code of Ordinances. The council further directed that city staff shall not accept or discuss an annexation application until the moratorium is lifted by council."

TOTAL ACRES = 1025.6 ±
TOTAL ACRES IN FLOOD HAZARD = 249.8±

DISTRICT 7
FAVETTE COUNTY, GEORGIA



ACREAGE	
1	1025.6 ±
2	249.8 ±
3	775.8 ±



Broward Davis & Assoc., Inc.	
201 N. W. 1st St. Fayette County, Georgia 30204	
TEL: 336-1111 FAX: 336-1111	
PROJECT: WESTSIDE VILLAGE COMPOSITE PLAT	
OWNER: JOHN MELAND HOMES, INC.	
DRAWN BY: WEB	
CHECKED BY: WEB	
DATE: 12-14-98	
JOB NUMBER: 95-148	
FPP NUMBER: 18553	
SCALE: 1"=500'	
SHEET 1 OF 1	

Attachment "E"

POSITION PAPER

Kedron Village retail center expansion
City Planner/ Zoning Administrator
May 28, 2004

Handwritten signature and initials, possibly "David" and "2004", in black ink.

Situation:

Faison submitted a revised conceptual site plan identified as CP-4 for the expansion of the Kedron Village retail center on May 27, 2004 (Attachment "A"). This drawing appears to meet the requirements identified within the Consent Order reviewed and approved by Peachtree City Holdings LLC, FCD Development LLC, the City of Peachtree City and the Lake Kedron Community Association on March 29, 2004 (Attachment "B"). While the plan appears to meet the conditions of the Consent Order, Staff has identified several items that will need to be addressed and incorporated into the final site plan submittal.

Facts:

1. On March 29, 2004, the Fayette County Superior Court imposed a Consent Order detailing the Settlement of a court case involving Peachtree City Holdings, LLC, FCD-Development, LLC and the City of Peachtree City regarding the proposed expansion of the Kedron Village retail center.
 2. On May 10, 2004, Faison submitted a revised conceptual site plan (CP-3) detailing their plans for the proposed expansion of the Kedron Village retail center.
 3. On May 11, 2004, the conceptual site plan and project data sheets were forwarded to City Staff for review with a request that comments be forwarded to the City Planner no later than 12:00PM on Friday, May 14. Review comments were received by the Director of Developmental Services, the City Engineer, the Building Official, the Assistant City Manager (on behalf of the Interim Director of Public Services), the Fire Chief and the Water and Sewerage Authority. Comments were not received from the Police Department.
 4. On May 27, 2004, Faison submitted another revised conceptual site plan (CP-4), which clarified parking calculations that were in error within the Project Data on the first site plan submittal.
 5. The revised conceptual site plan (CP-4) appears to meet all of the conditions specified within the Consent Order. However, there are several Staff comments that will need to be addressed and the plan revised accordingly prior to submittal of the final site plan for this development.
-

Kedron Village retail center expansion

May 28, 2004

Page 2 of 3

6. The revised conceptual site plan (CP-4) appears to subdivide the proposed expansion into four distinct parcels: 1) the Target Parcel (Building 300); 2) two Retail Center Parcels (Buildings 100 and 200 on one parcel and Buildings 400, 500, 600, 700, 800 and 900 on the second parcel); and, 4) the Retail Outparcel (Outparcel Buildings 100, 200, 300 and 400).

Recommendation:

Should Council vote to approve the conceptual site plan as submitted, Staff recommends that the following understandings and conditions be adopted as a part of this approval and that Faison be required to incorporate these items into the final site plan for this development, along with the remaining conditions specified within the Consent Order:

1. The GC General Commercial zoning ordinance [Sections 1006 (c), (d), and (e)] requires a minimum front building setback depth of 40'; a minimum front setback depth of 20' for driveways and parking; a minimum side setback depth of 10'; and a minimum rear setback depth 20'. Retail Center Buildings 100 and 200 and the associated parking for these buildings do not meet these minimum setback requirements on the designated Retail Center Parcel. Additionally, Building 300 on the Target parcel and the associated parking do not meet these setback requirements from the property lines of the Target Parcel.
 2. The GC General Commercial zoning ordinance [Section 1006.4 (j)] stipulates that all zoning lots must have direct access onto an arterial, major collector or industrial/ commercial road or have access to an arterial, major collector or industrial/ commercial road via an access street. The Target Parcel does not meet this requirement.
 3. The GC General Commercial zoning ordinance [Section 1006.4 (k)] stipulates that no automobile parking or service areas will be permitted within the required front setback depth or within 30 feet of the property line of any adjoining residential zoning lot. The Target Parcel, the Retail Outparcel and the Retail Center Parcel do not meet these requirements.
 4. The GC General Commercial zoning ordinance [Section 1006.4 (n)] stipulates that all lights or lighting arrangements used for purposes of advertising, security or night operations must be directed away from adjoining or nearby residential zoning lots. A separate lighting plan for this development must be provided as a part of the final site plan indicating this requirement is met.
 5. The GC General Commercial zoning ordinance [Section 1006.4 (q)] stipulates that no use permitted in this zoning district shall be allowed to cover more than 75
-

Kedron Village retail center expansion

May 28, 2004

Page 3 of 3

percent of the zoning lot on which it is located with impervious surfaces. The final site plan must include a detailed tabulation indicating the extent of impervious area on the Target Parcel, the Retail Center Parcel and the Retail Outparcel.

6. The City's Watershed Protection Buffer ordinance [Section 1004 (b)(2)] requires a minimum undisturbed buffer of no less than 25' in width measured from the edge of all state waters, including wetland areas. A detailed delineation of all wetland areas and associated buffers must be included on the final site plan and no grading or disturbance shall occur within these areas.
7. The City's Landscape Ordinance [Section 1109 (13)] stipulates that no more than twelve (12) parking spaces may be in a continuous row without a landscape island. The parking areas must be revised to meet this requirement.
8. The City's Landscape Ordinance [Section 1109 (14)] stipulates that screening shall be used as a buffer between incompatible uses. This issue will be addressed once the final site plan is submitted and Staff has a clear understanding of how the grading and/ or retaining walls might impact the adjoining commercial developments adjacent to Georgian Park.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

FROM: City Manager



DATE: May 28, 2004

**SUBJECT: Development Authority of Peachtree City (DAPC) 2004 Budget Request
June 3, 2004, Council Meeting**

The DAPC submitted a request to the Council requesting additional funds for 2004 since they are no longer receiving hotel/motel taxes and have no other source of revenue. The request was for \$14,255.00 and was presented to the Council at the May 20, 2004, Council meeting. The staff recommendation was to directly pay invoices for these services in lieu of providing funding directly to the DAPC. The following information is provided based on a discussion I had with Scott Formel to address questions the Council had during the May 20 Council meeting.

- The training request (\$1,000) is for classes scheduled October 13 and 14, 2004; therefore, in order to pre-register, funds would be required for this fiscal year.
- There would be one or two Developer Day lunches scheduled the remainder of the fiscal year; therefore, authorization for the \$400 would be sufficient.
- The Holiday Luncheon with Industry, Tourism, and Trade is scheduled for early December; therefore, this can be budgeted in FY 2005.

Based on this input, the amount of the request can be reduced to \$8,855. Scott Formel will be at the June 3, 2004, meeting to address any additional questions the Council may have.

cc: Scott Formel, Chairman, DAPC

To: City Council

From: Scott Formel
President DAPC

Subject: Request for funds for 2004

Development Authority of Peachtree City 2004 Budget Request

General and Administrative

Fayette County Chamber of Commerce Membership	\$ 255.00
Development Authority Training/Certification	\$ 1,000.00
(1) Administrative	\$ 100.00/month*12
(2) Legal	\$ 500.00/month*12
Sub total	\$ 8,455.00

Joint Efforts with Fayette County Development Authority

Developer Day Lunch (entertain Project Managers from Industry Tourism and Trade)	\$ 200/quarter*4
Holiday Luncheon with Industry Tourism and Trade (Historically DAPC has co-sponsored this with FCDA)	\$ 5,000.00
Sub total	\$ 5,800.00

Grand total	\$ 14,255.00
-------------	--------------

~~5,400~~
8,855

- 1 – Administrative cost is a monthly estimate and would include things like the recording secretary time and associated materials
- 2 – Legal expense is also an estimate but would include expenses incurred only in 2004. Examples of these expenses include legal representation at DAPC meetings, compliance with open record requests and preparation of official letters.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

FROM: City Planner/ Zoning Administrator *David*

VIA: City Manager *Demetrius Miller*
Developmental Services Director *209*

DATE: May 27, 2004

SUBJECT: Review of proposed Annexation Review Process
June 3, 2004 City Council Agenda

Recommendation:

Staff recommends that City Council initiate a text amendment to the zoning ordinance so as to lift the moratorium on annexations entirely and replace the moratorium with a detailed Annexation Review Process (Attachment "A").

Discussion:

Pursuant to the discussion at City Council Retreat, Staff has prepared a two-step process for reviewing and analyzing annexation requests. The first step is intended to provide a general overview of the proposed annexation and identifies how the annexation and proposed development may or may not be compatible with the established goals within the City's Comprehensive Plan. Should City Council recommend that the proposed annexation continue through the established review process, the second step will require additional and detailed information specific to the annexation request and the proposed development.

It must be noted that allowing an annexation request to continue through the established review process in no way implies that the property will annexed. Rather, this new process will allow Staff to discuss specific information pertaining to request and provide an informed analysis to City Council prior to an application for annexation being accepted by the City.

Budget impact:

There are no budget impacts associated with the establishment of this new review process other than the expense for codification.

Attachments

CITY OF PEACHTREE CITY

ANNEXATION REVIEW PROCESS

Annexation is defined as “the process of incorporating an area of land not currently within the jurisdiction of a local government's governing authority for the purpose of including that area within the government's jurisdiction.”

The City of Peachtree City has developed rules and procedures for local and intergovernmental review of annexation requests. This review provides for improved communication between affected governments and a means of assessing potential impacts of annexing property into the city limits. At the same time, the rights of the city are preserved because the City of Peachtree City maintains the authority to make the final decision on whether a proposed annexation will or will not move forward.

The Georgia Planning Act of 1989 identifies minimum standards and procedures, including the minimum elements which must be addressed and included within the preparation and implementation of comprehensive plans and for participation in the coordinated and comprehensive planning process. The natural resources, environment and vital areas within local jurisdictions are also of vital importance to the state and its citizens. The state has an essential public interest in establishing minimum standards for land use in order to protect and preserve its natural resources, environment and vital areas.

The City of Peachtree City hereby initiates a two-step process for review and consideration of annexation requests. The first step is intended to provide a general overview of the proposed annexation and identifies how the annexation and proposed development may or may not be compatible with the established goals within the City's Comprehensive Plan. This information will be initially reviewed by City Staff and other governmental agencies and then forwarded to City Council for review.

Should the City Council recommend that the proposed annexation continue through the established review process, the second step will require additional and detailed information pertaining to the annexation request and the proposed development. **This recommendation in no way implies that the City Council will ultimately approve the property for annexation.** Rather, it will provide Staff the opportunity to work with the Applicant to develop a detailed analysis of the proposed annexation, a schematic master plan of the proposed development, and a more informed recommendation that will ultimately be considered by other governmental agencies, the Planning Commission and City Council.

STEP ONE: INITIAL ANNEXATION INFORMATION

The following information is to be completed by the property owner and/ or their agent and submitted to the City Planner for review and distribution. This form provides basic project information that will allow City Staff to determine if the annexation request and proposed development may or may not be compatible with the established goals within the City's Comprehensive Plan.

I. Contact information:

Owner(s) of property:	Mailing address: City, State, Zip: Telephone: Fax: E-mail address:
-----------------------	--

Agent(s) for owner:	Mailing address: City, State, Zip: Telephone: Fax: E-mail address:
---------------------	--

(Note: A certified letter must be submitted by all Owners of Record of the subject property indicating they are aware of this request and that they acknowledge this application is being submitted by their agent, if applicable.)

II. Project information

Location of property:
(Note: A Legal Description and a Boundary Survey identifying the relationship between the current city limits and the property being considered for annexation must be submitted as a part of this application).

Brief description of proposed project:
(Note: Identify type of development or uses, such as commercial, industrial, residential, etc., and provided projected size of development, such as floor area in square feet, number of employees, number of lots or housing units, etc.).

III. Relationship to Comprehensive Plan

Provide a brief overview as to how the annexation request and proposed development may or may not be compatible with the established goals within the City's Comprehensive Plan:

- **Housing**

Provide a broad range of housing opportunities with an appropriate mix of homes regarding size, type, price, and location in order to satisfy the needs of new and future residents while ensuring natural pleasing surroundings.

(If applicable, identify what types of residential developments are proposed, projected densities, price ranges, amenities, etc.)

- **Commercial**

Provide commercial facilities concentrated in the four village centers already established that serves the needs of the residents of that Village. Ensure that these facilities do not adversely affect the adjoining residential areas, the environment, or existing traffic patterns.

(If applicable, identify the projected square footage of proposed retail and commercial development and how this might impact the existing Village retail centers. Additionally, identify projected traffic impacts and how this might impact existing roadways.)

- **Economic Development**

To maintain a diversified economy that encourages high paying, quality jobs, and maximum tax contribution while meeting the requirements of a healthy environment.

(Explain how the proposed annexation may impact existing population, employment, tax revenue, etc.)

- **Transportation**

Establish and maintain a comprehensive system of transportation that provides for safe and convenient circulation through and around the city including roads, cart paths and ride share services.

(Identify how the proposed annexation and subsequent development might impact existing traffic patterns, roadways, etc. and what is planned to mitigate these impacts, how the property will be interconnected with the City's multi-use path system, and what measures will be implemented to reduce traffic congestion associated with the proposed development)

- **Recreation**

Continue to provide a full range of recreational facilities and programs which serves to satisfy the needs of individual neighborhoods, and the community as a whole.

(If applicable, identify what recreational amenities will be incorporated into the proposed development and how this will serve the needs of the existing residents of Peachtree City.)

▪ **Land Use**

Establish appropriate land uses in areas that are suitable for development that would not endanger but protect the surrounding environment and aesthetics.

(Identify what type of land use would be proposed for the development and how this would be compatible with the existing land use patterns within the general vicinity.)

▪ **Natural Resources**

Protect the natural environment by prohibiting development in identified environmentally sensitive areas and continuing to expand city greenbelts and open space areas.

(Identify wetland areas, flood plains, streams and other environmentally sensitive areas and what measures would be taken to protect these areas from development. Also, identify what, if any, property might be donated to the City as greenbelt.)

▪ **Community Service and Facilities**

Continually provide adequate levels of service in all areas as needed for the residents of Peachtree City.

(Identify projected impacts the proposed development might have on emergency services, including police and fire, as well as sanitary sewer and water services.)

▪ **Community Aesthetics**

To preserve and enhance the visual image and appearance of the community.

(Identify how the proposed development will blend in with the existing development throughout the community, to include buffers, landscaping, signage, architectural detail, etc. and whether or not you intend to adopt architectural standards or an overlay district for the proposed development.)

▪ **Planning**

To continue to provide the city with a planning process that encourages citizen participation in every decision.

(Identify how you plan to develop the overall plan for the proposed development, to include workshops, design charettes, neighborhood meetings, etc. and how you plan to garner public support for the proposed development.)

STEP TWO: ANNEXATION REQUEST FORM

The following information is required in order to prepare a detailed analysis of the proposed annexation, a schematic master plan of the proposed development, and a more informed recommendation that will ultimately be considered by other governmental agencies, the Planning Commission and City Council.

A formal request is hereby being made to annex the following described property into the city limits of Peachtree City:

This request for annexation is being made for the following reasons:

I certify that I am the owner, or duly authorized agent of the owner of the property described above, and that I have submitted all information and documents required to properly evaluate this request:

Owner: _____ Date: _____

Agent: _____ Date: _____

.....

To be completed by the City of Peachtree City:

This request, along with the required supplemental information and documents, has been properly submitted, and is hereby accepted for consideration by the Planning Commission and the City Council.

City Planner: _____ Date: _____

City Clerk: _____ Date: _____

Date of acceptance: _____ Request number: _____

Public Hearing – Planning Commission: _____

Public Hearing – City Council: _____

Instructions for submitting an Annexation Request Form

Whenever it is proposed that property be annexed into Peachtree City, it will be the responsibility of the applicant to furnish the City with all information and documents that will be necessary to properly evaluate the request. The required information and documents will include, but not be limited to, the following:

- I. A completed and signed "Request for Annexation" form;
 - II. A complete zoning application, including the appropriate application fee;
 - III. Documentation acceptable to the City Attorney that the property is eligible for annexation, along with a detailed explanation of the proposed method of annexation;
 - IV. Certification that the applicant is familiar with the Peachtree City Land Use Plan; the Annexation Policy; and all relevant codes and ordinances of the City, especially those pertaining to zoning, land development, site planning, landscaping, and signs;
 - V. Two copies of a complete and certified boundary survey of the property, along with an accurate legal description;
 - VI. The following supplemental information and documents:
 1. A complete and accurate indication of all zoning classifications that presently exist on and adjacent to the property;
 2. Name and address of all property owners within 200 feet of the boundary of the property (these property owners must be shown on an appropriate map);
 3. A location map at a scale of 1" = 800' showing the property in relation to the City;
 4. A recent aerial photograph which also shows the property in relation to the City;
 5. An accurate and detailed map which shows the proposed new City zoning districts at a scale of 1" = 800';
 6. An identification of all major natural, geographic, and cultural features which presently exist on or near the property;
 7. An identification and description of all public services which are presently available to the property;
-

8. An identification and description of all public facilities which are presently on or near the property, or are proposed to be built on or near the property;
9. Any development plans, feasibility studies, impact analyses, population projections, or other such planning documents which have been prepared relative to the property;
10. A statement as to the acreage of the property, the proposed density of development, and the projected population at build-out;
11. A report demonstrating exactly how the property will be tied into the City's major thoroughfare system and cart path system;
12. A report demonstrating exactly how the property will relate to and complement the City's Land Use Plan;
13. A report demonstrating that the proposed annexation will be consistent with the City's annexation policy;
14. An analysis of how the proposed annexation will affect the City, especially with respect to:
 - a) Tax base;
 - b) Public education;
 - c) Police and fire protection;
 - d) Emergency medical service;
 - e) Transportation facilities;
 - f) Utilities;
 - g) Environmental protection;
 - h) Recreation program; and
 - i) Implementation of the overall development plan.

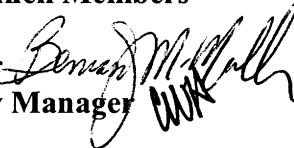
A request for annexation shall be submitted to the City Planner, who shall determine whether it is proper and complete. The City Planner shall then review the application with the City Clerk. The application is not considered to be accepted until it is signed by both the City Planner and the City Clerk. Upon acceptance of the application, the appropriate public hearings will be scheduled; and the applicant will be notified in writing of the dates and times.

All materials and fees submitted as a part of the application will become public property and will not be returned once the application is accepted and the public hearings are scheduled.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 
Assistant City Manager 

FROM: Administrative Services Director / City Clerk 

DATE: May 27, 2004

SUBJECT: Request for Funding for Fayette Senior Services
June 3, 2004 Council Agenda Item

Recommendation:

Consider approval of the attached request from Fayette Senior Services for funding in the amount of \$5,250 from the City's FY2004 budget(attachment 1) and, if approved, authorize the Mayor to sign the attached agreement between the City and Fayette Senior Services (attachment 2).

Discussion:

At the May 20, City Council meeting, Council approved clarifications to the policy on non-profit funding. This clarification allows for a different calculation of how much funding a non-profit agency may be entitled to receive. Fayette Senior Services received \$2,250 under the former funding method for FY2004 and is now requesting an additional \$5,250 to bring the total funding from the City to \$7,500 as permitted in CAR 8-3 (attachment 3). A copy of their Form 990 is attached as required (attachment 4).

Budget Impact:

This request would have a budget impact of \$5,250.

/jsm

Attachments



**Funding Request
For Non-Profit Organizations**

Organization Information:

Organization Name: Fayette Senior Services
Address: 310 Lee Street, Fayetteville, GA 30214
Phone #: 770-461-0813 Fax #: 770-461-2448
Contact Person: Andy GARDEN
Title: Executive Director

Financial Information:

Total Annual Budget: \$ 641,538
Total Clients Served Annually: 380
Peachtree City Residents Served Annually: 99

Funding Request Information:

Funding Amount Requested: \$ 5,250
Funding Use(s): Support for Senior Needs
Additional Information on Organization/Services: See Attached

for 4/28/04

Date	Council	Amount
Submitted: _____	Approval Date: _____	Approved: _____



Volunteers and community support provide a valuable service to the community through the Fayette Senior Services' network.

Giving as little as one hour a week can change the lives of senior citizens in Fayette County. Our volunteers come from all walks of life.

Volunteers...

-  Deliver Meals on Wheels
-  Assist at The Friendship Center
-  Are Friendly Visitors
-  Are Phone-A-Friends
-  Donate Special Services

If you would like to join our caring group of volunteers, or make a donation, please call us or return the form on the back of this brochure.

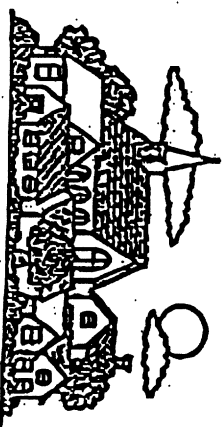
☐ Please accept my tax deductible gift. Amount Enclosed \$ _____	
☐ I would like to make a Remembrance Gift.	
☐ In Memory of ☐ In Honor of _____	
☐ Please contact me regarding volunteering: _____	
Name: _____	
Firm: _____	
Address: _____	
Phone: ☐ Day ☐ Evening	
Please make your checks payable to: Fayette Senior Services, Inc.	

FAYETTE SENIOR SERVICES, INC.

390 Lee Street
Fayetteville, GA 30214-2056
Phone: 770-461-0813
Fax: 770-461-2448
www.fayss.org



FAYETTE SENIOR SERVICES, INC.



Serving Our Community
Since 1978

*Dignity, Self Respect
And
Independent Living*

THE AGENCY

Fayette Senior Services has provided service to Fayette County senior citizens for over 25 years. We are a private, not-for-profit organization concerned with the needs of Fayette County senior citizens.

Our vision is to help maintain the dignity, self-respect and independent living for Fayette residents age 60+.

INFORMATION AND REFERRAL

Our I & R Specialist utilizes many resources to connect seniors and their caregivers with available services in the community. By determining the needs of the caller, appropriate referrals, or in some cases, contact with providers on behalf of the caller are made.

CASE MANAGEMENT

Our Case Manager conducts assessments, and assists families in planning care for seniors. Client services such as Meals on Wheels, Friendly Visitor, In-Home services, and referrals to other available community services are coordinated by the Case Manager.

TRANSPORTATION

Transportation for medical appointments is available on a limited basis. A sliding scale is used to determine the fee.

IN-HOME SERVICES

This program will enable eligible recipients to become or remain self-sufficient by providing trained personnel who perform simple homemaker and/or personal care tasks.

Homemaker tasks can include shopping, errands, light housekeeping, laundry, meal preparation, and changing linens. Personal care services can include bathing, toileting, grooming, and dressing. Cost is based on a sliding scale.

FRIENDLY VISITOR

This is a volunteer program that matches a homebound senior with a trained volunteer, who usually visits once a week. A desire to provide companionship and a listening ear are all that's required.

EMERGENCY RESPONSE

An easy to use electronic device designed to signal a friend, relative or emergency service whenever help is needed. The system has a small pendant or wrist band worn by the user and a receiver connected to the user's telephone. Subscribers will pay a monthly monitoring fee only.

WELLNESS PROGRAM

This educational program is staffed by volunteer registered nurses from the community. They conduct blood pressure checks regularly and health screenings several times a year.

ADULT DAY SERVICES

Adult Day Services is a daytime program to help families take care of their loved ones. It provides physical and emotional well-being through healthcare services and social and recreational activities. A customized program of activities will be developed for every individual and a wide range of programming is offered which includes: Hot Lunches & Snacks; Men's Club; Out to Lunch Bunch; Therapeutic Services; Intergenerational Programming; Bathing Services; Beauty Care & Barbershop; and Motion Exercises. Flexible scheduling and transportation is available. A sliding scale is used to determine the fee.

FRIENDSHIP SENIOR CENTER

Daily activities include crafts, games, exercise, and informative educational programs. Shopping and day trips are also organized for the senior adults that attend. Limited transportation is available and participants receive a hot lunch and snacks. Hours are 9:00 a.m. - 1:00 p.m., Monday - Friday. A sliding scale is used to determine the fee for attending.

THE J.O.Y. CLUB

Fun is the theme of this social and recreational club for active seniors. Just Older Youth members will enjoy travel opportunities, theater, dining out and other activities in and around Atlanta. Activity fees may apply.

STATE OF GEORGIA
COUNTY OF FAYETTE

AGREEMENT

This Agreement entered into this _____ day of _____, 2004, by and between FAYETTE SENIOR SERVICES, INC. (hereinafter "FSS"), and the CITY OF PEACHTREE CITY, GEORGIA (hereinafter "City").

WHEREAS, FSS provides services to residents of Fayette County, Georgia, including residents of Peachtree City, Georgia who are senior citizens including, but not limited to, transportation, providing meals, and social functions; and

WHEREAS, FSS has requested funding assistance from the City so as to continue to provide such services to residents of Fayette County and the City; and

WHEREAS, FSS is a qualified non-profit corporation pursuant to Section 501(c)(3) of the Internal Revenue Code; and

THEREFORE, and in consideration of the mutual terms and conditions contained herein the parties hereto agree as follows:

1.

In exchange for the services provided by FSS to the City and residents of the City, the City hereby agrees to pay the sum of \$_____ for the period October 1, 2003 through and including September 30, 2004.

Executed the day and date first above mentioned.

FAYETTE SENIOR SERVICES, INC.

CITY OF PEACHTREE CITY,
GEORGIA

By: _____ President

By: Steve Brown, Mayor

CAR 8-3 - City Council Funding for Non-Profit
Organizations in Fayette County

CAR 8-3

OPR: City Hall
4/00 (Amended 5/04)

Purpose	Section	I
Policy		II

I. Purpose

The Purpose of this regulation is to establish a policy for consistent response to requests for donations on behalf of non-profit organizations, including public schools, in Fayette County.

II. Policy

While the City of Peachtree City has no financial responsibility to assist non-profit organizations, including public schools, with funding or providing labor, there have been requests in the past for this assistance, and it is anticipated that there may be requests in the future. In an effort to ensure consistency and fairness, the following guidelines have been established:

- A. Council will budget no more than \$25,000 annually for all non-profit funding.
- B. The City would assume no liability for any project for which the City provides funding and/or labor.
- C. Services provided to Peachtree City residents by a non-profit organization shall be addressed in a contract between the City of Peachtree City and the organization.
- D. Non-Profit Organizations
 - 1. Basic Needs

As a general rule, funding for non-profit organizations serving Fayette County should be provided by the Fayette County Commission to ensure that Peachtree City residents are not subject to double payment through their municipal and County taxes. However, Council reserves the right to make contributions to non-profit organizations that provide services that meet the basic needs (food, shelter, protection) of Peachtree City residents based upon the merit of the request. Requests for funding for non-profit organizations that provide basic needs shall not require matching funds but ~~shall be limited to \$7,500.00.~~ Such requests shall then be prorated based upon the total annual budget of the organization and the percentage of Peachtree City residents served by the organization in comparison to the total number of people they serve. The amount of funding provided shall be the lesser of the amount requested, the amount of the annual budget used to serve Peachtree City residents based on the percentage of Peachtree City residents served, or \$7,500.00. The percentage of Peachtree City residents served Such data will be based on the total number of residents and non-residents served for the 12-month period ending with the month prior to the month in which the request is made. These funds, once identified, will be budgeted for annually, upon written request by the organization that would be subject to prorated allocation as noted above.

2. General Needs

Should Council approve a funding request for an organization that provides for general needs (other than food, shelter and protection), a dollar for dollar match up to a limit of \$5,000 in funding/labor may be provided as a match to any non-government funding provided to the organization. If the organization serves people other than Peachtree City residents, ~~the maximum request of \$5,000 request~~ shall then be prorated based upon the percentage of Peachtree City residents served in comparison to the total population served. **The amount of funding provided shall be the lesser of the actual amount requested, the amount of the annual budget used to serve Peachtree City residents based on the percentage of Peachtree City residents served, or \$5,000.00. The percentage of Peachtree City residents served** Such data will be based on the total number of residents and non-residents served for the 12-month period ending with the month prior to the month in which the request is made. Requests from a non-profit organization in the General Needs category will be considered no more often than every five years.

3. Public Schools

- a. Each request for funding/labor will be considered by the Peachtree City Recreation Commission, who will forward a recommendation to the City Council for final decision.
 - b. Council will evaluate each request and make a decision based on the merit of the request.
 - c. No more than one request, per school, will be considered in any five consecutive year period.
 - d. Only Fayette County public schools whose attendance boundaries include Peachtree City will be eligible for consideration.
 - e. Requests for funding/labor must be for enhancements to playgrounds and playing fields only. Any playground/playing field for which the City makes a contribution must be made available for use by City residents when not being used by the school. A formal agreement with the School Board would be required.
 - f. Should Council approve a funding request, a dollar for dollar match up to a limit of \$5,000 in funding/labor may be provided as a match to any funding provided by the school or any school organization (i.e. booster club). All funding requests must be submitted by June 1.
- E. **All requests for funding must be made using the attached form. 501c3 non-profit organizations should include a copy of the previous calendar year form 990. Other non-profits should attach a copy of their current fiscal year budget.**
- F. The City Council will have final approval on all funding requests. All funding requests must be submitted by June 1 **for consideration for funding in the next fiscal year budget.**

APPROVED:
Mayor and Councilmembers



**Funding Request
For Non-Profit Organizations**

Organization Information:

Organization Name: _____

Address: _____

Phone #: _____ Fax #: _____

Contact Person: _____

Title: _____

Financial Information:

Total Annual Budget: _____

Total Clients Served Annually: _____

Peachtree City Residents Served Annually: _____

Funding Request Information:

Funding Amount Requested: _____

Funding Use(s): _____

Additional Information on Organization/Services: _____

REQUIRED ATTACHMENTS: 501c3 non-profit organizations must provide a copy of the previous calendar year form 990. Other non-profits must provide a current fiscal year budget.

Date
Submitted: _____

Council
Approval Date: _____

Amount
Approved: _____

Form **990****Return of Organization Exempt From Income Tax**

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except black lung benefit trust or private foundation)

▶ The organization may have to use a copy of this return to satisfy state reporting requirements.

2002

Open to Public Inspection

Department of the Treasury
Internal Revenue Service**A** For the 2002 calendar year, or tax year period beginning **JUL 1, 2002** and ending **JUN 30, 2003****B** Check if applicable:

- ☐ Address change
☐ Name change
☐ Initial return
☐ Final return
☐ Amended return
☐ Application pending

Please use IRS label or print or type. See Specific Instructions.

C Name of organization**Fayette Senior Services, Inc.**

Number and street (or P.O. box if mail is not delivered to street address)

390 Lee Street

Room/suite

City or town, state or country, and ZIP + 4

Fayetteville, GA 30214**D** Employer identification number**58-1364158****E** Telephone number**(770) 461-0813****F** Accounting method: ☐ Cash ☒ Accrual
☐ Other (specify) ▶

• Section 501(c)(3) organizations and 4947(a)(1) nonexempt charitable trusts must attach a completed Schedule A (Form 990 or 990-EZ).

H and I are not applicable to section 527 organizations.**H(a)** Is this a group return for affiliates? ☐ Yes ☒ No**H(b)** If "Yes," enter number of affiliates ▶**H(c)** Are all affiliates included? **N/A** ☐ Yes ☐ No
(If "No," attach a list.)**H(d)** Is this a separate return filed by an organization covered by a group ruling? ☐ Yes ☒ No**I** Enter 4-digit GEN ▶**M** Check ☐ if the organization is not required to attach Sch. B (Form 990, 990-EZ, or 990-PF).**G** Web site: **www.fayss.org****J** Organization type (check only one) ☒ 501(c) (3) (insert no.) ☐ 4947(a)(1) or ☐ 527**K** Check here ☐ if the organization's gross receipts are normally not more than \$25,000. The organization need not file a return with the IRS; but if the organization received a Form 990 Package in the mail, it should file a return without financial data. Some states require a complete return.**L** Gross receipts: Add lines 6b, 8b, 9b, and 10b to line 12 ▶**564,024.****Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances**

Revenue	1 Contributions, gifts, grants, and similar amounts received:				
	a Direct public support	1a	37,546.		
	b Indirect public support	1b	56,409.		
	c Government contributions (grants)	1c	388,738.		
	d Total (add lines 1a through 1c) (cash \$ 482,693. noncash \$)	1d	482,693.		
	2 Program service revenue including government fees and contracts (from Part VII, line 93)	2	45,559.		
	3 Membership dues and assessments	3			
	4 Interest on savings and temporary cash investments	4	16,920.		
	5 Dividends and interest from securities	5			
	6 a Gross rents	6a			
	b Less: rental expenses	6b			
	c Net rental income or (loss) (subtract line 6b from line 6a)	6c			
7 Other investment income (describe)	7				
Revenue	8 a Gross amount from sale of assets other than inventory	(A) Securities		(B) Other	
	b Less: cost or other basis and sales expenses	8a		8b	
	c Gain or (loss) (attach schedule)	8c			
	d Net gain or (loss) (combine line 8c, columns (A) and (B))	8d			
	9 Special events and activities (attach schedule)				
	a Gross revenue (not including \$ 0. of contributions reported on line 1a)	9a	18,852.		
	b Less: direct expenses other than fundraising expenses	9b			
	c Net income or (loss) from special events (subtract line 9b from line 9a)	9c	See Statement 2	18,852.	
Revenue	10 a Gross sales of inventory, less returns and allowances	10a			
	b Less: cost of goods sold	10b			
	c Gross profit or (loss) from sales of inventory (attach schedule) (subtract line 10b from line 10a)	10c			
	11 Other revenue (from Part VII, line 103)	11			
12 Total revenue (add lines 1d, 2, 3, 4, 5, 6c, 7, 8d, 9c, 10c, and 11)	12	564,024.			
Expenses	13 Program services (from line 44, column (B))	13	440,237.		
	14 Management and general (from line 44, column (C))	14	48,917.		
	15 Fundraising (from line 44, column (D))	15	5,635.		
	16 Payments to affiliates (attach schedule)	16			
17 Total expenses (add lines 16 and 44, column (A))	17	494,789.			
Net Assets	18 Excess or (deficit) for the year (subtract line 17 from line 12)	18	69,235.		
	19 Net assets or fund balances at beginning of year (from line 73, column (A))	19	1,054,085.		
	20 Other changes in net assets or fund balances (attach explanation)	20	See Statement 1	106,448.	
	21 Net assets or fund balances at end of year (combine lines 18, 19, and 20)	21	1,229,768.		

223001
01-22-03

LHA For Paperwork Reduction Act Notice, see the separate instructions.

Form 990 (2002)

Fayette Senior Services, Inc.

58-1364158

Part I Statement of Functional Expenses

All organizations must complete column (A). Columns (B), (C), and (D) are required for section 501(c)(3) and (4) organizations and section 4947(a)(1) nonexempt charitable trusts but optional for others.

Page 2

Do not include amounts reported on line 6b, 8b, 9b, 10b, or 16 of Part I.		(A) Total	(B) Program Services	(C) Management and general	(D) Fundraising
22	Grants and allocations (attach schedule)				
	cash \$ noncash \$				
23	Specific assistance to individuals (attach schedule)				
24	Benefits paid to or for members (attach schedule)				
25	Compensation of officers, directors, etc.	35,568.	27,388.	2,845.	5,335.
26	Other salaries and wages	153,169.	137,674.	15,495.	
27	Pension plan contributions				
28	Other employee benefits	<595.>	<535.>	<60.>	
29	Payroll taxes	14,151.	12,735.	1,416.	
30	Professional fundraising fees	300.			300.
31	Accounting fees	5,710.	5,139.	571.	
32	Legal fees				
33	Supplies	16,506.	14,855.	1,651.	
34	Telephone	4,400.	3,960.	440.	
35	Postage and shipping	2,291.	2,062.	229.	
36	Occupancy	17,464.	15,718.	1,746.	
37	Equipment rental and maintenance	2,676.	2,408.	268.	
38	Printing and publications	929.	836.	93.	
39	Travel	149.	134.	15.	
40	Conferences, conventions, and meetings				
41	Interest				
42	Depreciation, depletion, etc. (attach schedule)	12,027.	10,826.	1,201.	
43	Other expenses not covered above (itemize):				
a					
b					
c					
d					
e	See Statement 3	230,044.	207,037.	23,007.	
44	Total functional expenses (add lines 22 through 43). Organizations completing columns (B)-(D), carry these totals to lines 13-15.	494,789.	440,237.	48,917.	5,635.

Joint Costs. Check ☐ if you are following SOP 98-2.Are any joint costs from a combined educational campaign and fundraising solicitation reported in (B) Program services? ☐ Yes ☒ No

If "Yes," enter (i) the aggregate amount of these joint costs \$; (ii) the amount allocated to Program services \$;

(iii) the amount allocated to Management and general \$; and (iv) the amount allocated to Fundraising \$

Part II Statement of Program Service AccomplishmentsWhat is the organization's primary exempt purpose? ☒ See Statement 4

All organizations must describe their exempt purpose achievements in a clear and concise manner. State the number of clients served, publications issued, etc. Discuss achievements that are not measurable. (Section 501(c)(3) and (4) organizations and 4947(a)(1) nonexempt charitable trusts must also enter the amount of grants and allocations to others.)

Program Service Expenses
(Required for 501(c)(3) and (4) orgs., and 4947(a)(1) trusts; but optional for others.)

a	Elderly care services - Program provides information and referral services, congregate meals, home delivered meals, transportation, community care and in-home services for elderly persons in the community. (Grants and allocations \$)	440,237.
b		
	(Grants and allocations \$)	
c		
	(Grants and allocations \$)	
d		
	(Grants and allocations \$)	
e	Other program services (attach schedule) (Grants and allocations \$)	
f	Total of Program Service Expenses (should equal line 44, column (B), Program services)	440,237.

223011
01-22-03

Form 990 (2002)

Form 990 (2002)

Fayette Senior Services, Inc.

58-1364158

Page 3

Part IV Balance Sheets

Note: Where required, attached schedules and amounts within the description column should be for end-of-year amounts only.

		(A) Beginning of year		(B) End of year
Assets	45 Cash - non-interest-bearing	196,398.	45	150,317.
	46 Savings and temporary cash investments		46	
	47 a Accounts receivable	19,683.		
	b Less: allowance for doubtful accounts			
		40,095.	47c	19,683.
	48 a Pledges receivable	159,257.		
	b Less: allowance for doubtful accounts			
		194,691.	48c	159,257.
	49 Grants receivable		49	
	50 Receivables from officers, directors, trustees, and key employees		50	
	51 a Other notes and loans receivable			
	b Less: allowance for doubtful accounts			
			51c	
	52 Inventories for sale or use		52	
	53 Prepaid expenses and deferred charges		53	
54 Investments - securities Stmt 5 ☐ Cost ☒ FMV	193,125.	54	633,810.	
55 a Investments - land, buildings, and equipment: basis				
b Less: accumulated depreciation				
56 Investments - other See Statement 6	247,747.	56	0.	
57 a Land, buildings, and equipment: basis	369,964.			
b Less: accumulated depreciation	94,490.			
	192,763.	57c	275,474.	
58 Other assets (describe ☐)		58		
59 Total assets (add lines 45 through 58) (must equal line 74)	1,064,819.	59	1,238,541.	
Liabilities	60 Accounts payable and accrued expenses	10,734.	60	8,773.
	61 Grants payable		61	
	62 Deferred revenue		62	
	63 Loans from officers, directors, trustees, and key employees		63	
	64 a Tax-exempt bond liabilities		64a	
	b Mortgages and other notes payable		64b	
	65 Other liabilities (describe ☐)		65	
66 Total liabilities (add lines 60 through 65)	10,734.	66	8,773.	
Net Assets or Fund Balances	Organizations that follow SFAS 117, check here ☒ and complete lines 67 through 69 and lines 73 and 74.			
	67 Unrestricted	352,828.	67	523,534.
	68 Temporarily restricted	701,257.	68	706,234.
	69 Permanently restricted		69	
	Organizations that do not follow SFAS 117, check here ☐ and complete lines 70 through 74.			
	70 Capital stock, trust principal, or current funds		70	
	71 Paid-in or capital surplus, or land, building, and equipment fund		71	
	72 Retained earnings, endowment, accumulated income, or other funds		72	
	73 Total net assets or fund balances (add lines 67 through 69 or lines 70 through 72; column (A) must equal line 19; column (B) must equal line 21)	1,054,085.	73	1,229,768.
	74 Total liabilities and net assets / fund balances (add lines 66 and 73)	1,064,819.	74	1,238,541.

Form 990 is available for public inspection and, for some people, serves as the primary or sole source of information about a particular organization. How the public perceives an organization in such cases may be determined by the information presented on its return. Therefore, please make sure the return is complete and accurate and fully describes, in Part III, the organization's programs and accomplishments.

Form 990 (2002)

Fayette Senior Services, Inc.

58-1364158

Page 5

Part VII Other Information

	Yes	No
76 Did the organization engage in any activity not previously reported to the IRS? If "Yes," attach a detailed description of each activity	76	X
77 Were any changes made in the organizing or governing documents but not reported to the IRS? If "Yes," attach a conformed copy of the changes.	77	X
78 a Did the organization have unrelated business gross income of \$1,000 or more during the year covered by this return?	78a	X
b If "Yes," has it filed a tax return on Form 990-T for this year? N/A	78b	
79 Was there a liquidation, dissolution, termination, or substantial contraction during the year? If "Yes," attach a statement	79	X
80 a Is the organization related (other than by association with a statewide or nationwide organization) through common membership, governing bodies, trustees, officers, etc., to any other exempt or nonexempt organization?	80a	X
b If "Yes," enter the name of the organization and check whether it is ☐ exempt or ☐ nonexempt.		
81 a Enter direct or indirect political expenditures. See line 81 Instructions 81a 0.	81b	X
b Did the organization file Form 1120-POL for this year?	81b	X
82 a Did the organization receive donated services or the use of materials, equipment, or facilities at no charge or at substantially less than fair rental value?	82a	X
b If "Yes," you may indicate the value of these items here. Do not include this amount as revenue in Part I or as an expense in Part II. (See instructions in Part III.) 82b 12,000.		
83 a Did the organization comply with the public inspection requirements for returns and exemption applications?	83a	X
b Did the organization comply with the disclosure requirements relating to quid pro quo contributions? N/A	83b	
84 a Did the organization solicit any contributions or gifts that were not tax deductible?	84a	X
b If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible? N/A	84b	
85 501(c)(4), (5), or (6) organizations. a Were substantially all dues nondeductible by members? N/A	85a	
b Did the organization make only in-house lobbying expenditures of \$2,000 or less? N/A	85b	
If "Yes" was answered to either 85a or 85b, do not complete 85c through 85h below unless the organization received a waiver for proxy tax owed for the prior year.		
c Dues, assessments, and similar amounts from members	85c	N/A
d Section 162(e) lobbying and political expenditures	85d	N/A
e Aggregate nondeductible amount of section 6033(e)(1)(A) dues notices	85e	N/A
f Taxable amount of lobbying and political expenditures (line 85d less 85e)	85f	N/A
g Does the organization elect to pay the section 6033(e) tax on the amount on line 85f? N/A	85g	
h If section 6033(e)(1)(A) dues notices were sent, does the organization agree to add the amount on line 85f to its reasonable estimate of dues allocable to nondeductible lobbying and political expenditures for the following tax year? N/A	85h	
86 501(c)(7) organizations. Enter: a Initiation fees and capital contributions included on line 12	86a	N/A
b Gross receipts, included on line 12, for public use of club facilities	86b	N/A
87 501(c)(12) organizations. Enter: a Gross income from members or shareholders	87a	N/A
b Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.)	87b	N/A
88 At any time during the year, did the organization own a 50% or greater interest in a taxable corporation or partnership, or an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? If "Yes," complete Part IX	88	X
89 a 501(c)(3) organizations. Enter: Amount of tax imposed on the organization during the year under: section 4911 0.; section 4912 0.; section 4955 0.		
b 501(c)(3) and 501(c)(4) organizations. Did the organization engage in any section 4958 excess benefit transaction during the year or did it become aware of an excess benefit transaction from a prior year? If "Yes," attach a statement explaining each transaction	89b	X
c Enter: Amount of tax imposed on the organization managers or disqualified persons during the year under sections 4912, 4955, and 4958		0.
d Enter: Amount of tax on line 89c, above, reimbursed by the organization		0.
90 a List the states with which a copy of this return is filed Georgia		
b Number of employees employed in the pay period that includes March 12, 2002	90b	21
91 The books are in care of Andy Carden Telephone no. 770-461-0813		
Located at 390 Lee Street Fayetteville, GA ZIP + 4 30214		

92 Section 4947(a)(1) nonexempt charitable trusts filing Form 990 in lieu of Form 1041 - Check here ☐
and enter the amount of tax-exempt interest received or accrued during the tax year 92 N/A

223041
01-22-03

Form 990 (2002)

Form 990 (2002)

Fayette Senior Services, Inc.

58-1364158

Page 6

Part VII Analysis of Income-Producing Activities (See page 31 of the instructions.)

Note: Enter gross amounts unless otherwise indicated.

	Unrelated business income		Excluded by section 512, 513, or 514		(E) Related or exempt function income
	(A) Business code	(B) Amount	(C) Exclu- sion code	(D) Amount	
93 Program service revenue:					
a Transportation					4,233.
b Center Meals					18,603.
c Home Delivered Meals					18,729.
d Respite Care					3,994.
e MISC					
f Medicare/Medicaid payments					
g Fees and contracts from government agencies					
94 Membership dues and assessments					
95 Interest on savings and temporary cash investments			14	16,920.	
96 Dividends and interest from securities					
97 Net rental income or (loss) from real estate:					
a debt-financed property					
b not debt-financed property					
98 Net rental income or (loss) from personal property					
99 Other investment income					
100 Gain or (loss) from sales of assets other than inventory					
101 Net income or (loss) from special events					18,852.
102 Gross profit or (loss) from sales of inventory					
103 Other revenue:					
a					
b					
c					
d					
e					
104 Subtotal (add columns (B), (D), and (E))		0.		16,920.	64,411.
105 Total (add line 104, columns (B), (D), and (E))					81,331.

Note: Line 105 plus line 1d, Part I, should equal the amount on line 12, Part I.

Part VIII Relationship of Activities to the Accomplishment of Exempt Purposes (See page 32 of the instructions.)

Line No. Explain how each activity for which income is reported in column (E) of Part VII contributed importantly to the accomplishment of the organization's exempt purposes (other than by providing funds for such purposes).

93 All activities are directly related to the organization's exempt
 101 purpose, which is providing programs to improve the quality of life
 for older residents of Fayette County including those who may be
 handicapped.

Part IX Information Regarding Taxable Subsidiaries and Disregarded Entities (See page 32 of the instructions.)

(A) Name, address, and EIN of corporation, partnership, or disregarded entity	(B) Percentage of ownership interest	(C) Nature of activities	(D) Total income	(E) End-of-year assets
N/A	%			
	%			
	%			
	%			

Part X Information Regarding Transfers Associated with Personal Benefit Contracts (See page 33 of the instructions.)

(a) Did the organization, during the year, receive any funds, directly or indirectly, to pay premiums on a personal benefit contract? ☐ Yes ☒ No
 (b) Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract? ☐ Yes ☒ No

Note: If "Yes" to (b), file Form 8879 and Form 4720 (see instructions).

Please Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Signature of officer: Andy Carden Date: 3/24/04 Type or print name and title: Andy Carden, Executive Director

Paid Preparer's Use Only

Preparer's signature: John C. Call Date: 3/18/04 Check if self-employed ☐ Preparer's SSN or PTIN:

Firm's name (or yours if self-employed), address, and ZIP + 4: BKR Metcalf Davis CPAs
3340 Peachtree Road, NE, Suite 2600
Atlanta, Georgia 30326

EIN: Phone no.:

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 
Assistant City Manager 

FROM: Administrative Services Director / City Clerk 

DATE: May 27, 2004

SUBJECT: Request for Funding for Fayette County Council on Domestic Violence
June 3, 2004 Council Agenda Item

Recommendation:

Consider approval of the attached request from the Fayette County Council on Domestic Violence in the amount of \$7,500 from the City's FY2004 budget (attachment 1) and, if approved, authorize the Mayor to sign the attached agreement between the City and the Fayette County Council on Domestic Violence (attachment 2).

Discussion:

At the May 20, City Council meeting, Council approved clarifications to the policy on non-profit funding. This clarification allows for a different calculation of how much funding a non-profit agency may be entitled to receive. The Fayette County Council on Domestic Violence has requested \$7,500, which is the maximum funding permitted to a non-profit agency providing basic needs to the City's residents. We have not yet received a copy of this agency's Form 990 but I have attached information on their budget and the services they provided in 2003 (attachment 3).

Budget Impact:

This request would have a budget impact of \$7,500.

/jsm

Attachments

Attachment 1

**Funding Request
For Non-Profit Organizations****Organization Information:**

Organization Name: FAYETTE CO. COUNCIL ON DOMESTIC VIOLENCE
Address: P.O. Box 854, FAYETTEVILLE, GA 30214
Phone #: (770) 460-1604 Fax #: (770) 460-6591
Contact Person: SONJA STRICKLAND (AS OF 5/3/04)
Title: EXECUTIVE DIRECTOR

Financial Information:

Total Annual Budget: \$141,606
Total Clients Served Annually: 3,139 : DIRECT SVCS. - , PREVENTION SVCS. - 2674
Peachtree City Residents Served Annually: 1,430 : DIRECT SVCS. - 103, PREVENTION SVCS. - 1430

Funding Request Information:

Funding Amount Requested: \$7500

Funding Use(s): TO ENHANCE OUR LEGAL ADVOCACY SERVICES TO CLIENTS, INCLUDING ASSISTANCE WITH EMERGENCY PROTECTIVE ORDERS.

Additional Information on Organization/Services: WE OPERATE A TRANSITIONAL HOUSING PROGRAM FOR WOMEN AND THEIR CHILDREN; WE PROVIDE 24-HOUR CRISIS SERVICES FOR DOMESTIC VIOLENCE VICTIMS, WOMEN'S SUPPORT GROUPS, LEGAL ADVOCACY SERVICES, AND A FOOD PANTRY. WE HAVE A TEEN DATING VIOLENCE PREVENTION PROGRAM THAT WE PRESENT TO ALL FAYETTE COUNTY 9th GRADE STUDENTS EACH YEAR AND A SPEAKERS BUREAU THAT PROVIDES COMMUNITY AWARENESS/PREVENTION PRESENTATIONS. (SEE ATTACHED.)

Date	Council	Amount
Submitted: _____	Approval Date: _____	Approved: _____

STATE OF GEORGIA
COUNTY OF FAYETTE

AGREEMENT

This Agreement entered into this _____ day of _____, 2004, by and between FAYETTE COUNTY COUNCIL ON DOMESTIC VIOLENCE, INC. (hereinafter "FCCDV"), and the CITY OF PEACHTREE CITY, GEORGIA (hereinafter "City").

WHEREAS, FCCDV provides services to residents of Fayette County, Georgia, including residents of Peachtree City, Georgia who are victims of domestic violence; and

WHEREAS, in providing such services, FCCDV assists the Police Department of the City; and

WHEREAS, FCCDV has requested funding assistance from the City so as to continue to provide such services to residents of Fayette County and the City; and

WHEREAS, FCCDV is a qualified non-profit corporation pursuant to Section 501(c)(3) of the Internal Revenue Code; and

THEREFORE, and in consideration of the mutual terms and conditions contained herein the parties hereto agree as follows:

1.

In exchange for the services provided by FCCDV to the City and residents of the City, the City hereby agrees to pay the sum of \$_____ for the period October 1, 2003 through and including September 30, 2004.

Executed the day and date first above mentioned.

FAYETTE COUNTY COUNCIL ON
DOMESTIC VIOLENCE, INC.

CITY OF PEACHTREE CITY,
GEORGIA

By: President

By: Steve Brown, Mayor



Fayette County Council on Domestic Violence

April 14, 2004

Dear City Council Members:

As an addendum to our request for funding, I'd like to include information about our annual budget and funding sources. Our 2003-2004 general budget is \$141,606. Our sources of annual funding are as follows:

Fayette County Board of Commissioners	\$ 10,000
Crime Victims Fund (collected from additional fees assessed to defendants)	10,000
Fayette Thrift Shop	36,000
Peachtree City City Council	?
Program Services Fees	<u>5,000</u>
	\$61,000 (+PTC funding)

In 1994, we received \$3000 from Peachtree City. From FY1995 through FY2002 we received \$6000 and in FY 2003 we received \$6500.

The rest of our funds come from small grants from local organizations, donations from churches, individuals, businesses/clubs, and from fundraisers. Generally we receive between \$1000-\$3000 from Coweta Fayette EMC and the Clothes Less Traveled Thrift Shop. The donations we receive from businesses, churches, clubs, and individuals does vary from year to year but averages approximately \$16,000-\$18,000 annually. Our fundraisers last year included the Annual Fashion Show Luncheon/Silent Auction, a Poker Run, the Celebration of Life concert, used cell phone drives, and a dinner at the Wyndham Peachtree Conference Center.

Because we receive so little government funding, we must work very hard to raise money through fundraisers and requests for donations. We operate on a shoestring budget, a small staff that has not grown in over 10 years, and a dedicated cadre of volunteers that assist us in providing the multitude of services we offer to the community.

We hope that you will consider funding us at the full amount available and we thank you for your years of support of the Fayette County Council on Domestic Violence.

Sincerely,

Bonnie L. Campbell
Executive Director

P. O. Box 854 • Fayetteville, Georgia 30214 • (770) 460-1604



Fayette County Council on Domestic Violence

2003 YEAR END REPORT

Number of domestic violence incidents reported to law enforcement:

Fayette County Sheriff's Office	179
Fayetteville Police Department	112
Peachtree City Police Department	356
Tyrone Police Department	<u>21</u>
Total	668

Individual Clients Assisted:

	<u>1999</u>	<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
	330	373	355	416	465
Number of Children Represented:				482	532
Number of Participants in Support Group:				55	53
Emergency Protective Orders Obtained:				61	104
Number of Students in Dating Violence Classes:				1542	1675
Number of Women in Transitional House During Year:				8	9
Number of Children in T.H. with Mother:				11	15
Number of Community Awareness Talks Given:				24	19
Number of Persons in Attendance at Talks:				1334	999

SERVICES PROVIDED

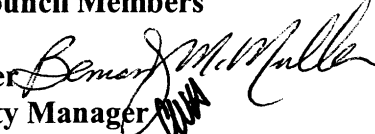
- *Crisis Counseling
- *24 Hour Emergency Number
- *Weekly Support Group –with Free Child Care
- *Transitional Housing Program
- *Legal Advocacy – Protective Orders, Court Presence
- *Teen Dating Violence Program – All Fayette County High Schools
- *Speakers Bureau
- *Food Pantry

P. O. Box 854 • Fayetteville, Georgia 30214 • (770) 460-1604

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 
Assistant City Manager 

FROM: Administrative Services Director / City Clerk 

DATE: May 27, 2004

SUBJECT: Consider CAR on Consent Agenda Items
June 3, 2004, Council Meeting Agenda

Recommendation:

Consider approval of the attached CAR 8-8, Criteria for Determining Consent Agenda Items.

Discussion:

At Retreat, Council discussed the criteria for placing items on the consent agenda. As a part of that discussion, Council requested that staff develop a CAR describing the criteria used in determining what issues should be placed on the consent agenda. CAR 8-8 identifies criteria and provides examples of those items which staff believes are appropriate for the consent agenda.

Budget Impact:

None

/jsm

Attachment

OPR: City Hall
____/04

Purpose	Section	I	Authorization for Consent Agenda	Section	III
Policy		II	Criteria for Consent Agenda Items		IV

I. Purpose:

The purpose of this CAR is to describe the criteria used in determining what issues should be placed on the City Council consent agenda.

II. Policy:

It is the policy of the City Council that Council meeting be conducted as efficiently as possible and that routine matters be handled expeditiously to allow more time for those agenda items that require input from the public and discussion by Council. In an effort to improve efficiency, some agenda items are placed on the consent agenda, enabling the Council to approve these items with little or no discussion.

III. Authorization for Consent Agenda:

The City Code of Ordinances authorizes a consent agenda in **Sec. 2-33**, which states

Sec. 2-33 (b) Consent Agenda. In preparing an agenda the city clerk may separately designate items as “consent agenda,” which may be acted upon by the council as described in 2-36 (f) of this article. The consent agenda shall consist of routine, non-controversial items, which (in the city manager’s determination) can be appropriately considered in bulk in the council meeting.

Action on the consent agenda is described in **Sec 2-36 (f)**, which states:

Except as herein provided, the consent agenda shall be considered in bulk and voted upon with a single motion. At the time of consideration of the consent agenda, a council member or the mayor may announce items they wish to speak about or vote against. The presiding officer may also ask if any person in attendance wishes to speak on any item. Such items shall be considered separately and not as a portion of any motion to call for action on the remainder of the consent agenda. The city clerk, on all matters contained in the consent agenda, shall record the yes and no votes on each item separately as if each item had been moved and voted upon separately.

IV. Criteria for Items to be placed on the Consent Agenda:

When preparing Council meeting agendas, staff will evaluate each agenda item to determine if it may be appropriate to be placed on the consent agenda. The City Manager will make the final determination on which items are placed on the consent agenda. Items on the consent agenda are to be limited to routine, non-controversial matters for which there is adequate information provided to enable Council to take action without the need for discussion. These items include, but are not limited to, the following:

- Appointments to boards, commissions and authorities
- Routine resolutions (i.e. indemnification, call for election)
- Changes in licensees and license representatives at businesses already having an alcohol license
- Approval of bids that are budgeted for and meet budget or are under budget and have a value of \$250,000 or less
- Routine budget amendments
- Routine contracts (i.e. LARP)
- Routine grants, intergovernmental agreements, etc.

APPROVED:
Mayor and Council

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Councilmembers

VIA: City Manager *Bernard M. Muller*
Director of Financial Services
Assistant Finance Director *[Signature]*

FROM: Director of Leisure Services *[Signature]*

DATE: May 25, 2004

SUBJECT: *Glenloch Baby Pool*
(June 3 City Council Agenda)

Recommendation: That \$12,800 be allocated from Council Contingency to re-work the baby pool at Glenloch Recreation Center to add a separate chlorination/filtration system in accordance with county health codes and add a water play feature for small children.

Discussion: This is an item that has been in our staff plan for the past couple of years but has never survived cuts in the budget process due to other priorities. However, the mayor has received recent communication from concerned residents in the area surrounding the Glenloch Recreation Center about the appearance of the Glenloch pool area, and how they feel it is contributing to a growing problem with groups of teens and young adults loitering in the area. The teens often use bad language, smoke cigarettes right next to the tennis courts while people are playing and are generally disrespectful to tennis instructors when the instructors ask them to leave. There are also reports of drug transactions being executed in that area. The police are aware of the situation and have taken actions, and the parks monitor has been instructed to make frequent visits to the area during his daily tours.

As you know, we have been upgrading the Glenloch Recreation facility for the past couple of years, adding the white vinyl fence last year and this year, upgrading the playground last year and upgrading the pool fencing this year. Also budgeted for this year is re-surfacing the basketball court, adjacent to the tennis courts. We also have \$40,000 budgeted in the FY 2005 PIP for grading and landscaping improvements there. We will budget in 2006 to resurface the tennis courts.

Staff believes that upgrading the baby pool is an important service to citizens, for several reasons:

- First, the baby pool is unusable at this time because it does not have its own filtration/chlorination system, and is deemed unsafe to use due to the danger for spread of bacteria. We have not been using it since the Whitewater incident several years ago. Part of the work being recommended would provide that filtration/chlorination system.
- The Glenloch pool sits amidst neighborhoods that contain many young children. When it was being used, the baby pool attracted families with children too young to go into the deeper pool. The baby pool provided a good alternative for parents to entertain their toddlers while older children were in the large pool.
- Activating the baby pool will bring back families to the pool, thus increasing its attendance level as well as increasing revenue. It will also help establish the activity center as a family activity area, not a hang out for teens and young adults who interact inappropriately with other facility users.
- The process to upgrade the Glenloch facility is important to the neighborhoods that surround it. It is a well-established fact that upgrading public facilities in neighborhoods can spawn similar upgrading in the housing and can raise property values.

Budget Impact: This is an unbudgeted item and would impact the Council Contingency if approved as requested. The finance director confirmed that there are ample funds to cover this expense.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

FROM: City Planner *David*

VIA: City Manager *Bernard J. M. Mulla*
Finance Director
Developmental Services Director *CW*

DATE: May 25, 2004

SUBJECT: Transportation Enhancement Memorandum of Understanding
GA 54 East landscape enhancements, Phase 4
June 3, 2004 City Council agenda

Recommendation:

Staff recommends that Council authorize the Mayor to sign the Memorandum of Understanding for Phase 4 of the GA 54 East landscape enhancement project.

Discussion:

Earlier this year, City Staff submitted three applications to the Georgia Department of Transportation for funding consideration through the Federal Transportation Enhancement grant program. These applications included funding for Phase 4 of the GA 54 East landscape enhancement project; the GA 54 West landscape and streetscape enhancement project; and the GA 74 North multi-use bridge.

City Staff received notification from GA DOT that we were selected to receive funding in the amount of \$167,840 for Phase 4 of the GA 54 East landscape enhancement project in FY 04-05. This dollar amount is less than what was originally requested, but will still allow us to enhance the appearance of the GA 54 East corridor from Peachtree Parkway to the City limits.

Budget impact:

The total project cost for Phase 4 of the GA 54 East landscape enhancement project is estimated to be \$201,408, with a local match of 20% required (\$33,568). City Staff plans to design this project in house, which can be used to offset the local share requirement. Staff has identified funding for this project within the proposed Public Improvements Program for FY 2006.

Attachment

TRANSPORTATION ENHANCEMENT MEMORANDUM OF UNDERSTANDING

BETWEEN

The **City of Peachtree City**, hereinafter called the "SPONSOR", and the Georgia Department of Transportation, hereinafter called the "DEPARTMENT",

RELATIVE TO

The SPONSOR assuming responsibility for tasks associated with Preliminary Engineering for application number **8-113-04-04, Fayette County**, hereinafter called the "PROJECT".

WHEREAS the PROJECT is a Transportation Enhancement (TE) approved for Federal-Aid funds with a required local match of at least 20% of the PROJECT's Total Cost; and

I. IT IS THE INTENTION OF THE PARTIES:

That the SPONSOR fund 100% of the Preliminary Engineering for the PROJECT; and that the DEPARTMENT may apply said expenditure toward the SPONSOR'S local match of the PROJECT'S Total Cost, subject to the DEPARTMENT and the Federal Highway Administration's approval.

II. IT IS AGREED:

- A. That the SPONSOR certifies that local funds have been budgeted to undertake Preliminary Engineering for the PROJECT; and that an accounting system has been established to track project-specific Preliminary Engineering expenditures.
- B. That prior to construction of the PROJECT, the SPONSOR will certify, to the DEPARTMENT, the amount of eligible expended funds allowable toward the PROJECT'S Total Local Match.

III. IT IS AGREED:

- A. That construction funding will be dependent upon the SPONSOR receiving historical/environmental clearances through the DEPARTMENT; certifying existing or acquired Right-of-Way to the DEPARTMENT; producing a complete set of biddable construction plans meeting appropriate safety, access, and design standards; and preparing and forwarding construction bid procedures and documents for the DEPARTMENT'S review.
- B. That nothing contained herein shall obligate the DEPARTMENT to proceed with subsequent stages of the PROJECT.

- C. That the SPONSOR'S expenditure prior to execution of an Agreement with the DEPARTMENT for construction of the PROJECT shall be at the sole cost and risk to the SPONSOR. Should the SPONSOR or the DEPARTMENT determine that for any reason the PROJECT is unable to enter subsequent stages, the DEPARTMENT is not responsible for reimbursement of local funds expended on the PROJECT.

IV. The SPONSOR shall be responsible for all costs for the continual maintenance and the continual operations of the project, including any and all sidewalks and the grass strip between the curb and gutter and the sidewalk, within the PROJECT limits.

V. The SPONSOR shall Certify that they have read and understand the regulations for **“Certification of Compliances with Federal Procurement Requirements, State Audit Requirements, and Federal Audit Requirements”** as stated in Attachment “A” of this AGREEMENT and will comply in full with said provisions.

VI. The SPONSOR shall accomplish all of the design activities for the PROJECT. The design activities shall be accomplished in accordance with the DEPARTMENT's Plan Development Process, the applicable guidelines of the American Association of State Highway and Transportation Officials, hereinafter referred to as “AASHTO”, the DEPARTMENT's Standard Specifications Construction of Transportation Systems, 2001 Edition, the DEPARTMENT's Plan Presentation Guide, PROJECT schedules, and applicable guidelines of the DEPARTMENT. The SPONSOR's responsibility for design shall include, but is not limited to the following items:

a. Prepare environmental studies, documentation, and reports for the PROJECT that show the PROJECT is in compliance with the provisions of the National Environmental Protection Act and Georgia Environmental Protection Act, as appropriate to the PROJECT funding. This shall include any and all archaeological, historical, ecological, air, noise, underground storage tanks (UST), and hazardous waste site studies required. The SPONSOR shall submit to the DEPARTMENT all environmental documents and reports for review and approval by the DEPARTMENT and the FHWA.

b. Perform all work required to obtain project permits, including, but not limited to, US Army Corps of Engineers 404 and Federal Emergency Management Agency (FEMA) approvals. These efforts shall be coordinated with the DEPARTMENT.

c. Prepare the PROJECT's drainage design including erosion control plans and the development of the hydraulic studies for the Federal Emergency Management Agency Floodways and acquisition of all necessary permits associated with the drainage design.

d. The SPONSOR shall employ only persons qualified and duly registered in the appropriate category in responsible charge of supervision and design of the work and further shall employ only qualified and duly registered surveyors in responsible charge of any survey work.

e. Failure of the SPONSOR to follow the DEPARTMENT's Plan Development Process will jeopardize the use of Federal funds in some or all of the categories outlined in this AGREEMENT, and it shall be the responsibility of the SPONSOR to make up the loss of that funding.

VII. All Primary Consultant firms hired by the SPONSOR to provide services on the PROJECT shall be prequalified with the DEPARTMENT in the appropriate area-classes.

VIII. The PROJECT construction and right of way plans shall be prepared in English units.

IX. The DEPARTMENT shall review and has approval authority for all aspects of the PROJECT. The DEPARTMENT will work with the FHWA to obtain all needed approvals with information furnished by the SPONSOR.

X. The SPONSOR shall be responsible for the design of all structure(s) and preparation of any required hydraulic and hydrological studies within the limits of this PROJECT in accordance with the DEPARTMENT's policies and guidelines. The SPONSOR shall perform all necessary survey efforts in order to complete the design of the structure (s) and prepare any required hydraulic and hydrological studies. The final structural plans shall be incorporated into this PROJECT as a part of this AGREEMENT.

XI. The SPONSOR shall follow the DEPARTMENT's procedures for identification of existing and proposed utility facilities on the PROJECT. These procedures, in part, require all requests for existing, proposed, or relocated facilities to flow through the DEPARTMENT's Project Manager and the District Utilities Engineer.

XII. The SPONSOR shall address all railroad concerns, comments, and requirements to the satisfaction of the DEPARTMENT.

XIII. Upon the SPONSOR's determination of the rights of way required for the PROJECT, approval of the right of way plans and a written Notice to Proceed by the DEPARTMENT, the necessary rights of way for the PROJECT shall be acquired by the SPONSOR. Right of Way acquisition shall be in accordance with Public Law 91-646, the Uniform Relocation Assistance and Real Properties Policies Act of 1970, as amended, and the rules and regulations of the FHWA including, but not limited to, Title 23, United States Code; 23 CFR 710, et. seq., and 49 CFR Part 24, and the rules and regulations of the DEPARTMENT. Failure of the SPONSOR to follow these requirements may result in the loss of Federal funding for the PROJECT and it will be the responsibility of the SPONSOR to make up the loss of that funding. All required right of way shall be obtained and cleared of obstructions, including underground storage tanks, prior to

advertising the PROJECT for bids. The SPONSOR shall further be responsible for making all changes to the approved right of way plans, as deemed necessary by the DEPARTMENT, for whatever reason, as needed to purchase the right of way or to match actual conditions encountered. The SPONSOR shall be responsible for certifying the Right of Way.

XIV. Upon completion and approval of the PROJECT plans and bid documents, the Department will authorize the SPONSOR to advertise the project for bids. The SPONSOR shall be solely responsible for advertising and awarding the construction contract (subject to the Department's recommendation) for the PROJECT.

XV. The SPONSOR shall review and make recommendations concerning all shop drawings prior to submission to the DEPARTMENT. The DEPARTMENT shall have final authority concerning all shop drawings.

XVI. The SPONSOR shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on behalf of the SPONSOR pursuant to this AGREEMENT. The SPONSOR shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the designs, drawings, specifications, and other services furnished for this PROJECT. Failure by the SPONSOR to address the errors or deficiencies within 30 days shall cause the SPONSOR to assume all responsibility for construction delays caused by the errors and deficiencies. All revisions shall be coordinated with the DEPARTMENT prior to issuance. The SPONSOR shall also be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, and other services furnished by or on behalf of the SPONSOR pursuant to this AGREEMENT.

XVII. Both the SPONSOR and the DEPARTMENT hereby acknowledge that time is of the essence. The Sponsor shall have the project ready to bid within two years from the Date of Award of Funds.

XVIII. This AGREEMENT is made and entered into in FULTON COUNTY, Georgia, and shall be governed and construed under the laws of the State of Georgia. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

In witness whereof, the parties hereto have executed this Memorandum of Understanding, this _____ day of _____, 2004.

RECOMMENDED:

City of Peachtree City

Director of Planning and Programming

BY: _____

GEORGIA DEPARTMENT OF
TRANSPORTATION

IN THE PRESENCE OF:

BY: _____
Commissioner

Witness

ATTEST:

Notary Public

Treasurer

ATTACHMENT A

CERTIFICATION OF COMPLIANCES

I hereby certify that I am a principle and duly authorized representative of _____ whose address is _____ and it is also certified that:

I. PROCUREMENT REQUIREMENTS

The below listed provisions of Federal Procurement requirements shall be complied with throughout the contract period:

- (a) 49 CFR Part 18 Section 36
Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments – Procurement
- (b) 23 CFR 635 Subpart A – Contract Procedures

II. STATE AUDIT REQUIREMENT

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the “Requirement of Audits” shall be complied with throughout the contract period in full such that:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$ 175,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$ 175,000.00 in that government’s most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a

principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

- (e) The audits of each local government shall be conducted in accordance with generally accepted government auditing standards.

III. FEDERAL AUDIT REQUIREMENT

The provisions of OMB Circular A-133 issued pursuant to the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156 shall be complied with throughout the contract period in full such that:

- (a) Non-Federal entities that expend \$ 300,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133.
- (b) Non-Federal entities that expend less than \$ 300,000 a year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).
- (c) Except for the provisions for biennial audits provided in paragraphs (1) and (2) below, audits required shall be performed annually. Any biennial audit shall cover both years within the biennial period.
 - (1) A State or local government that is required by constitution or statute, in effect on January 1, 1987, to undergo its audits less frequently than annually, is permitted to undergo its audits biennially. This requirement must still be in effect for the biennial period under audit.
 - (2) Any non-profit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its audits biennially.
- (d) The audit shall be conducted in accordance with Generally Accepted Government Auditing Standards.

Date

Signature

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager 
Developmental Services Director 

FROM: City Engineer 

DATE: May 27, 2004

SUBJECT: Update Status of TDK Boulevard Extension Project
June 3, 2004 City Council Agenda Item

City staff will provide a briefing on the current status of the referenced project. Peachtree City Airport Authority members will also be available for questions.