

City Council of Peachtree City
Agenda
May 1, 2003
7:00 p.m.

- I. Prayer
- II. Pledge of Allegiance
- III. Announcements, Awards, Special Recognition
Remind Attendees to Turn Off Cell Phones
- IV. Minutes
March 7-8, 2003 Retreat Minutes
- V. Monthly Reports
- VI. Consent Agenda
 - 1. Ordinance Amendment – Renumbering of LUC-16 – Land Development Ordinance
- VII. Old Agenda Items
 - 03-03-05 Consider Refund of Alcohol License Fees
 - 04-03-CA2 Alcoholic Beverage License – Change in Licensee and License Representative – Wyndham Peachtree Conference Center
- VIII. New Agenda Items
 - 05-03-01 Alcoholic Beverage License – NEW – Mike & C's Family Sports Grill
 - 05-03-02 Award Contract for Fire Assessment Services
 - 05-03-03 Consider Stormwater Management Master Service Agreement
 - 05-03-04 Consider Funding Mosquito Control/Health Department
 - 05-03-05 City Manager - Announcement of Finalists and Release of Information
- IX. Council/Staff Topics
- X. Executive Session

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

**2003 CITY COUNCIL RETREAT
MINUTES
March 7 – 8, 2003
Wyndham Peachtree Conference Center**

Friday, March 7, 2003

Mayor Brown called the meeting to order at 8:00 a.m. Other Council Members present were Annie McMenamin, Steve Rapson, Dan Tennant, and Murray Weed.

1. Council Discussion/Added Agenda Items

- McMenamin noted that this was her last time at Retreat as a Council Member. She told staff she had enjoyed working with them.
- Weed proposed a subcommittee to discuss the public hearing portion of Council meetings. The purpose would be to establish rules, not stifle speech. He suggested using the basic public hearing rules as a guideline. Weed and Brown volunteered to serve on the committee.
- Weed said he had been in extensive discussions with the Development Authority and would like for the Authority to pursue community events such as the Scottish Festival. He had spoken to everyone but Tate Godfrey and they would like to take on the project. Weed said they would discuss the idea further during the Development Authority time on Saturday, March 8.

2. Mid-Year Finance Review (Paul Salvatore)

- Financial Services Director Paul Salvatore noted the City was five months, or 42%, into the fiscal year. A copy of his PowerPoint presentation was included in the official file. Salvatore looked at actual vs. projected revenues.
- Salvatore noted one hotel had not remitted hotel/motel tax for the last four months and had been sending five percent instead of six percent. The audit of hotel/motel taxes was almost complete. An audit of the alcoholic beverage tax was also scheduled. A shortfall of \$175,000 was expected in the hotel/motel tax projection due to the Aberdeen Conference Center renovation.
- LOST revenue to date was short \$71,000. December was traditionally the biggest month and the LOST revenue was short \$35,000 in December alone. Salvatore said his department was looking at contingency plans.
- Occupational tax collections were also behind schedule. Salvatore said the businesses had until May 1 before the late penalty kicked in. He believed most businesses had been slow paying the tax due to the economy.
- Impact fees—Rast was confident the City would collect the \$330,000 budgeted for impact fees. Salvatore said around \$110,000 was still out from last year from Maple Shade (Phase 2) and Governor's Row. Rast said the Cedarcroft developer believed the subdivision was exempt from impact fees due to some language in the agreement. The infrastructure will be completed in the next phase. Salvatore said they had already asked for a legal opinion.
- Interest revenue was budgeted at three percent. Salvatore said he would be happy to find three percent without going out three-five years. There would be a budget amendment.
- Salvatore said staff was looking at the Defined Benefit Pension Plan. They had received the actuarial information and the increase would be about \$150,000 rather than \$250,000. The budget amendment would also include the reallocations of funds for GASB 34.
- Salvatore noted insurance expenditures had increased. He said there had been a number of claims as well as serious health issues this year. Rapson said higher insurance costs were a state and nationwide problem.
- Rapson noted that the GASB 34 changes were state mandated and were as major as the stormwater legislation. He said the fact the City was near compliance was due to Salvatore's efforts.

3. Five-Year Staff Plan (Paul Salvatore)

- Salvatore said staff recommended a feasibility study on the new fire station. He said it would give a better idea of staffing and could bring to light other issues that should be considered. He noted that the satellite auto shop study had done that. He recommended an outside third-party consultant to assess the facility needs. It would be well worth the money to have the assessment justify the need to the taxpayers.
- Salvatore noted that when new staff positions were not hired in a budget year the positions were not cut, just bumped into future years.

4. Five-Year Public Improvement Program (PIP) (Paul Salvatore)

Encl. A – FY2004 Five-Year PIP

- Salvatore said the emphasis would be on upkeep and replacement of existing facilities as opposed to building new facilities.
- Salvatore gave an overview of times proposed for debt financing and equipment lease program.
- Salvatore noted the final installment on the Drake Field land acquisition was due in 2004. Gaddo recently sent an e-mail about the state's talks about getting rid of Greenspace grants. Rapson said City might dodge the bullet since this year's program might be funded and subsequent funding would be done away with.

Encl. B – Unfunded Project List

- Salvatore said priority ranking was essential as most items fell under discretionary projects and would be done if funds were available. The amount of money and the percent of population affected should be considered. Other factors to consider included public health and safety. Rapson noted that the Bridlepath silt removal and West Nile program were both health issues. Rapson said City helped create the silt problem and he had no problem taking funds out of PIP to fix the problem.
- Salvatore went over the PIP priority ranking system. Core projects must be funded and there were three criteria – critical to preventing major safety or health hazard, legal mandate, or essential to complete project phase.
- Rapson and Weed disagreed as to whether public support clearly demonstrated whether a project was essential or not. Rapson said the process was deeply rooted in political process. An independent study could show if project was feasible or not. McMenamin noted that if petition was signed by a certain number of citizens Council was compelled to obey and asked where the money would come from. Rapson said the first bucket was discretionary funds. PIP should be projects already accounted for. Weed had two legal concerns – trying to implement so that it was not a straw poll (illegal) and concerns about delegating decision to staff. McMenamin noted apathetic citizens did not respond to surveys. Signed petitions gave more of mandate. Opinion poll could be swayed by wording. Rapson and McMenamin agreed facility equipment maintenance was a core project. Weed said the City had to be careful about shadow accounting and how positive fiscal impact was determined.
- Discretionary projects -- if funds were available after meeting core projects and essential needs.

Encl. C – Street Resurfacing Program

Encl. D – Cart Path Resurfacing Program

Encl. E – Construction Projects Update

- City Engineer Troy Besseche went over the status of the construction projects in the City.
- There was a brief discussion regarding the Gerald Reed Memorial Park. Frank Cawood & Associates, the adjacent property owner, had submitted a plan for the park and wanted to buy a portion of the property to allow for more parking. McMenamin said Council had to follow the bid

process. Rapson noted that Council had never voted to sell the property. Weed said he believed Council had decided the property would be a park. Rapson said if the property was sold it had to go out for bid.

5. Divisions' Personnel Requirements (Directors/Chiefs)

- Salvatore said he had 23 requests for new personnel, half of the number in the Fire Department

Administrative Services

Developmental Services

Fire Department

- Salvatore said the Fire Department was now at the national average for response times for fires.
- A resident attending the Retreat noted that due to the response to a recent house fire there was no one else left to respond to any medical calls. He continued that there were not enough people on the scene of fires and 15-19 people were required. Now there were 11 people on scene. Salvatore noted that Fire Department staffing would be a good area for a survey because the survey would support the need if there were one. He recommended spending \$30,000 on a needs assessment before spending millions on another fire station, equipment, and personnel.

Leisure Services

Police Department

Public Services

6. Discuss Grant Writer Position (Rewarding Employees for Securing Grants) (Steve Rapson)

- Rapson's notes on Grants Awards Program are included in official meeting file.
- Rapson said his plan had zero risk to the City and rewarded employees who thought "outside the box."
- Salvatore noted such bonuses were subject to state, federal, FICA taxes.
- Grants sent to the City would not be eligible.

7. Discuss Freeze on Tax Assessments for Homeowners Age 70-Plus (Paul Salvatore)

- Brown said it was a small amount of money. Seniors have disposable income and did not contribute to crime. Fayette and Gwinnett are two leading areas for seniors in metro Atlanta. Seniors were the largest growing segment in the U.S.
- Salvatore said the assessed value of homes would stay the same until sold for those who had reached the age of 70. The tax freeze would require enactment of local legislation and a referendum. The financial impact, based on the current millage rate, would be \$36,636. Property values would go up as the City reached buildout.
- Rapson favored having the income tiered. Seniors would have to prove eligibility and City needed to set income levels.
- McMenemy said it was a "feel good" thing and she did not support it. She said it had to be a level playing field and it was not government's responsibility to say if someone under priced themselves.
- Weed agreed with a tiered income system.
- City Attorney Ted Meeker said there needed to be a unanimous vote based on the legislative climate.

8. Discuss Municipal Option Sales Tax (MOST) (Paul Salvatore)

- Salvatore explained that the MOST was for capital projects and allowed the City to collect an additional one percent sales tax in addition to the LOST (Local Option Sales Tax). GMA asked Council to support the MOST with a resolution. Salvatore added that a voter referendum was

needed to approve the collection of the tax. He continued that the ACCG was vehemently opposed to the MOST.

- Rapson said it was a tax increase, but it was a voter approved tax increase and was another option for citizens.
- Council directed staff to put the matter on an agenda.

9. CAR 8-3 Council Funding for Non-Profit Organizations (Dan Tennant/Paul Salvatore)

- Tennant noted that historically Council looked at requests and decided whether or not to fund them. A few years ago \$25,000 was included for the requests as a line item in the budget. Tennant said, in his opinion, it was not the proper role of government to give donations of taxpayer money to non-profit organizations. The program was set up for right reasons, but was unfair. Tennant added times were austere.
- Brown agreed that citizens should contribute to charitable organizations. He suggested associating a line item in the budget with battered women.
- Weed said it was a radical idea. He pointed out that some of the organizations did a better job of providing services than the City could.
- McMenamin said domestic violence had been used as an example and asked if it was not government's responsibility to provide a safe haven. She said it was a safety issue, but asked how much the City should provide.
- Rapson said CAR needed to be tweaked. More funds should be used for basic needs and the money should be spent on residents. He said there should always be an agreement and the money should be prorated based on the number of residents served by an organization.
- McMenamin noted that funding to Fayette Senior Service was cut because the county's median income was too high. They had to consider health, safety, and welfare of the citizens.
- Weed said the burden of persuasion was on the people asking for money. The organization had something the City needed and the services to be provided were in a contract.
- Rapson suggested adding a clause that there had to be contract that stated services to be provided, and the amount would be prorated based on the number of residents involved.

10. LCI Update (Troy Besseche/David Rast)

- Besseche and Rast gave a PowerPoint presentation on the LCI (included in meeting packet).

11. Traffic Impact Ordinance (Troy Besseche)

- Besseche went over the key aspects of the traffic ordinance. Besseche recommended pursuing the traffic impact ordinance to address the City's transportation needs. He said it would require significant staff time and wanted to pursue it within the next 12-18 months.
- Rapson said he felt they needed to go ahead and look at the ordinance. He said if there were issues, Besseche needed to bring them before Council.
- McMenamin expressed concern regarding future redevelopment on Highway 54 at the Willowbend/Northlake Drive intersection. She said she did not want the City to be caught short.
- Besseche said transportation aspects would depend on the curb cuts allowed by DOT and there might be modifications available such as a light at Commerce and Highway 54.
- Brown noted that once the overlay map on Highway 54 West was in place it would be easier to expand the overlay to other areas of the City.
- Meeker asked Besseche if DOT would allow new curb cuts. Besseche said if there was not a curb cut now then DOT would not construct one, but that could change later on.
- Rast noted that the Planning Commission would discuss redevelopment during their time at the Retreat on Saturday.

- Council directed staff to pursue the ordinance.

12. Status Report on Cart Path System/Creation of Master Plan (Bobby Thompson/David Rast)

- Thompson said Public Works had done a three-year maintenance history on the cart path system and found that new paths deteriorate as fast as the older paths. The money was spent to repair the system and pave unplanned new connections. More money would go to maintenance and dirt trails would be paved depending on size.
- Halterman said 3,500 feet was added to the PIP every year.
- Rapson asked if the budgeted amount was enough to cover repairs and staff time. Thompson said the biggest obstacle was staff availability because it took all of the Department's people to help the County when the County worked on City streets. Brown said there needed to be a contract or something in place so City's skilled labor could work on City projects.
- Weed asked when there would be no more new paths. Halterman said there would always be new paths. Brown added there were also several vital connections to make.
- Brown also suggested encouraging alternate transportation use in the Industrial Park. He noted employees who worked in the area used the paths that were in the park. Rast said the paths should be called multi-use paths and went over the future plans for the system. Rast said acknowledging to the system as multi-use would hopefully open the door to state and federal grants.

13. Discuss Amendments to Ethics Ordinance

- Rob Williams of the Ethics Committee discussed the proposed changes in the ordinance with Council. Changes included moving Section 62-90 to Section 62-73. A chairman's template was created to give the committee chairman a road map to running the procedure. A complaint form was created to provide guidance to the person making the complaint. The form included a certification oath (swearing everything in the statement was true).
- The board proposed the chairman be elected for a one-year term. The ordinance also set the duties of the board and what actually happened during a hearing.
- A "common sense" element was included in the hearing procedure and provided flexibility for those not familiar with the law.
- A section was added regarding frivolous complaints, which allowed the board to assess complaints and determine if the complaint fell under the ethics ordinance.
- Formal and informal advisory opinions were allowed; however, the "binding" portion was removed.
- The changes include a two-year statute of limitations on filing a claim.

14. Stormwater Funding (Troy Besseche)

- Ron Fellner of Integrated Science and Engineering and Tommy Brown of Boyle Engineering gave a stormwater management program assessment. A copy of the PowerPoint was included in the official meeting file.
- Besseche noted that stormwater improvement projects were ordinarily funded through the PIP. The capital element of the program was a large percentage of the cost.

15. Picnic Park Beach (Randy Gaddo)

- Gaddo noted that Council Member Tennant had introduced this idea at the last Retreat and a staff study had been done.
- The idea came from Lake Acworth, which was not a drinking reservoir. Gaddo said the estimated cost to start the project was \$251,000 and significant excavation was required.

- EPD would prohibit the project unless there was significant evidence to justify the project. An alternative would be to move the water withdrawal point from Lake Peachtree to Lake Kedron, which would cost \$2.5 million.
- Tennant said it was disheartening, but the beach did not look feasible.

16. Naming City Facilities (Randy Gaddo)

- Rapson said the question was whether CAR 8-6 should be changed. He continued that the question came up with the Tennis Center pavilion was named. He said he did not want Council to be in violation of the CAR if a similar situation happened.
- Brown said he had no problem with the naming of the Tennis Center Pavilion, but the timing was bad. He suggested a waiting period before naming a City facility after a person. He noted that it was difficult to tell someone something they did not want to hear soon after a loved one had died.
- Jane Miller noted the CAR did not allow a City facility to be named after someone unless they had made a significant contribution.
- Gaddo said it had become a subjective decision and felt it was a good idea to have a waiting period.
- Rapson said whatever was decided should be incorporated into the CAR.
- McMenamin said there should be a process in place so the matter did not come to Council right away and suggested the recommendations be filtered through the Recreation Commission. Rapson agreed and also suggested the recommendations could also be filtered through the appropriate director.
- Staff was directed to look at the policy and get back to Council with a recommendation.

17. Policy on Support for Special Events (Randy Gaddo)

- Gaddo noted the number of events had increased and gave Council a list of the big events. He said the concern was whether timely response to routine calls would suffer during the events.
- Chief Murray said the policy was not Recreation's idea. He continued that he and Lohr had discussed the matter for a long time. He said people have their events with no concern over what else was going on and the impact was incredible. Murray suggested classifying the events so maybe only so many were allowed per month. There needed to be criteria so Gaddo could say no. Murray said the City did not have the manpower to continue. Murray pointed out that Saturday was the busiest day in the City and Friday and Saturday were the busiest nights. The largest event for both departments was the airshow. If something were to happen, both departments would need everything they had. If they were not already at the airport, they could not get there. During the last airshow, there were also two concerts at the Amphitheater.
- Lohr reiterated Murray's comments. He said his department looked at the events from the risk to the participants and the community. Volunteers were getting maxed out.
- Gaddo said there were times when there were Fire, Police, Recreation, and Public Works people working on events and were on overtime. He questioned if it was fair for the City to have to pay for groups to have events.
- Gaddo suggested grandfathering some of the more established events and said he was looking for guidance. Gaddo said whatever the decision was it needed to be fully supported by Council.

18. Increase Amount of Sick Leave Balance/Partial Payment for Unused Time (Jane Miller)

- Miller told Council that employees had suggested Council look at the sick leave policy. Some employees felt they were not recognized for outstanding attendance since sick leave accumulation was capped and the time was lost.

- Rapson noted that the matter could become a morale problem. Tennant asked what the average time was and Rapson noted it was close to six months.
- Salvatore reported the ICMA retirement representative had discussed a new program to allow sick leave to be paid to an account similar to a 401 or 457 account. Federal and FICA taxes were not taken out. When the money was withdrawn for medical reasons, it would be tax-free.
- Chief Murray pointed out that some would use the time towards retirement. They would retire at 30 years, but would receive credit for 31 years.
- Miller noted that when the policy had originally been set the City did not have any employees who had been with the City for 10 years or more.
- Tennant suggested having staff look at some options to provide some equity.
- Salvatore suggested increasing the maximum to 620 hours. Each year an employee went over the maximum, they could keep 480 hours and the City could buy back the extra hours at 50 cents on the dollar.
- Miller was directed to bring something back to Council for consideration.

19. Discuss Golf Cart Issues (Steve Brown/Annie McMenamin)

- Brown said the City needed to make sure people knew moving violations on golf carts also went on their driving records, especially 15 year-olds. He continued that he and Miller met with local insurance agents and the agents recommended no specific insurance requirements for golf carts, but strongly recommended people have insurance.
- Sgt. Reeves, the resource officer at McIntosh, had a class on golf cart driving that went very well. Brown suggested Reeves keep doing the class.
- McMenamin asked for a re-evaluation of the matter since they only had information from the winter months. She suggested August or anytime Chief Murray felt 15 year-old drivers had become a significant problem.
- Murray said the Department would begin issuing citations in April to 15 year-olds as well as adults. He noted that the teens and their parents had to understand that if the teen received a citation they would not get a license at 16.
- Murray noted the teen offenders were a small group, but they had to be taught driving skills that applied in the car and the golf cart.

20. Discuss "Quality of Life Capital of the South" Slogan (Steve Brown)

- Brown noted the new look of the Update and said they decided to put the slogan on the Update and wait for feedback. He said he got one negative comment and five or six positive comments. Tennant added that he received some negative comments.
- McMenamin said she did not think a motto should be established without bringing the matter before Council. She also suggested checking with the Fayette County Development Authority. A motto should be something people looked at that said it was the City. McMenamin continued that as a Southerner anything that had "Capital of the South" in it rang out as "Dixie." She pointed out that the City was all-comprehensive. If Council wanted a motto, they needed feedback from the people out selling the City.
- Brown said he had spoken to Chris Clark and Clark said the selling point for the City was "quality of life."
- Tennant suggested having a contest and letting people submit their suggestions. Rapson suggested forming a committee.
- Gaddo said the question was what would the City do with the motto once it had one. McMenamin said the FCDA could use the slogan in its marketing.

- McMenamin suggested keeping the slogan contest internal to City staff and let employees submit their suggestions to Betsy Tyler. Council agreed.

21. Discuss CAR 3-8 (Paul Salvatore)

- Salvatore noted the CAR was the City's computer systems policy. The proposed changes made it more encompassing and looked at what constituted a quorum online. He pointed out that if three or four Council Members were in a chatroom there would be a quorum.
- McMenamin said her concern was that e-mails built a consensus outside of the public domain and thought all Council e-mail should be saved.
- Meeker told Council if they did not want anyone to see something, then they should not put it in an e-mail.
- Salvatore said staff wanted to put the CAR back on a Council agenda.
- Matt Robinson suggested adding a sentence regarding anything Council sent or received being subject to Open Records Requests. As for tracking e-mails, Robinson suggested provided web-based e-mail to all Council Members.
- Meeker said the bottom line was that all e-mail was public record.

Saturday, March 8, 2003

Airport Authority

Members present: Kathy Nemes, Jerry Cobb, Matt Davis, Doug Fisher, Jim Toombs; Staff present: Jim Savage

- Nemes gave a "state of the airport" presentation to Council.
- Revenues exceeded projections and reached a milestone -- \$1 million in operational revenue.
- The Authority acquired 24 acres for airport development/business park.
- The Airport hoped to get clearance for precision approach. Toombs said the earlier they received the precision approach the earlier they would be able to attract corporate jets to Falcon Field.
- Cobb said precision approaches kept the traffic higher so there was less noise on the ground.
- Nemes said the Authority planned to have a retreat in April to discuss future plans for the airport.
- New airport businesses included Aircraft Spruce and Specialty Company (50 jobs), Gardner Aviation Specialist, Inc. (20 jobs), and Southeast Piper (first aircraft dealership).
- Rapson noted that interest rates were still low and it was a good time to lock in the rate for Stallings Road. Nemes said they were still waiting to hear if they would receive any state funding.
- Rapson said the airport was the epitome of five-year and 10-year plan and working to achieve the plan.
- Toombs was to take on public relations for the Authority.
- Weed told the Authority he appreciated their spirit of cooperation on the agreement negotiations.

Development Authority

Members present: Tate Godfrey, Scott Bradshaw, Scott Formel, Brian Palmitessa; Staff present: Virgil Christian

- Christian gave an update on the Tennis Center, Amphitheater, and economic development.
- Christian noted that the Development Authority had been asked to look at all three projects differently and had begun implementing changes to break even.

- Christian listed the tournament scheduled at the Tennis Center for the coming year. He said there were 12 events, which brought in 3,000 committed hotel rooms in the City. He added they were also trying to get additional events that did not tie up the entire facility.
- Brown asked how tournaments affected the bottom line. Christian answered that the Peach State was now a moneymaker and brought in \$40,000 in revenues. The pro tournament went up and down, but would not be a drain. The Wyndham had agreed to help with the cost of the NAIA tournament due to the number of hotel bookings.
- Christian said they were very selective about events and turned down many.
- Fees for non-members were raised. There was a brief discussion on raising membership rates for out-of-county residents. Godfrey said they would take the suggestion to the Tennis Center Advisory Council.
- The restaurant was expected to open by the end of the month.
- All of the acts were booked for the Amphitheater. A three-concert jazz series would be offered for the first time. Christian said they had learned that packages sold better than stand-alone concerts.
- Godfrey went over the background of the Authority's financial history. He said the Development Authority had \$223,214 in its bank account when it began managing the facilities. The money was left over from bond proceeds when the City Authority was authorized to issue bonds for economic development. The Fayette County Development Authority took over that role. Any revenue went back into the facilities. Godfrey said the Authority incurred debt, but put \$1.3 million in revenues back into the facilities, approximately the same amount as the Authority's debt.
- Godfrey asked that the subcommittee get back together to address immediate needs regarding the debt. He said the negotiating team had been very successful.
- Meeker said he and Authority attorney Mark Oldenburg were to meet with County's legislators the next week to discuss legislation for the proposed Recreation and Entertainment Authority. He added that he and Oldenburg felt that the Authority and Council were on the same page and now the matter was in the hands of the legislators.

Water and Sewerage Authority

Members present: John Gronner, Tim Meredith, Wade Williams; Staff present: Larry Turner

- Gronner presented an update on WASA's activities for the past year.
- The budget was \$5.6 million; however, the operating budget remained status quo. There was a \$37,000 increase in debt service. The new building was \$1.2 million.
- Year-to-date revenues were \$192,354 ahead of budget. Expenditures were \$1,900 over budget.
- Expansion construction was scheduled to begin in 2004.
- The re-use plant upgraded filtration at Line Creek. Planterra Golf Course would utilize the re-use water from March-October.

Recreation Commission

Members present: David Ring, Mike Williams, Rob Learnard; Staff present: Sherry McHugh, Randy Gaddo

- Gaddo noted there had been a complete turnover on the commission. Each person was designated as a point person. Learnard was to work with the Dog Park Committee. George Martin worked with the All Children's Playground Committee, Williams worked with Youth Programs, and Johnny Inman was working with Cultural Events.
- The commissioners went over the past year's accomplishments, which included the multi-purpose rink, upgraded playgrounds, Colleen Sugar of All Children's Playground named GRPA Volunteer of the Year, All Children's Playground received GRPA District Award, Recreation Department

received state and district awards, enhanced agreements with youth associations (background checks mandatory beginning 2004), and new skate ramp materials.

- Current initiatives included the City's ponds. Gaddo said they were looking at all the ponds to make them a better resource. Brown added ponds would come under the stormwater utility when it came into being. Gaddo said a fishing group suggested turning the ponds into a kids' fishing mecca.
- The commission was getting ready for a six-year review of the facilities. The goal was to rejuvenate all parks and recreation facilities by 2009 (the City's 50th anniversary).
- The future focus was to take care of what the City had.
- Tennant asked about the possibility of putting in a playground at the Baseball/Soccer Complex. Gaddo said they had looked at the possibility, but there was nowhere to put a playground unless it was enclosed to ensure the children were not hit with balls. Tennant asked if netting would work. Gaddo said that could be done.
- McMenamin and Rapson expressed their appreciation to the commissioners and the department for their efforts.

Library Commission

Members Present: Chris Clark, Barbara Swafford, Marie Washburn; Staff present: Janice Dukes, Mary Haas, Jill Prouty, M.T. Allen, and Randy Gaddo

- Clark noted the Master Plan 2000-2005 was on track and the financial status was good. Lack of funding was an ongoing issue.
- The library had 68,500 volumes, which would cost around \$4.5 million if the users bought all of the volumes that were checked out.
- In 1999, the number of users was 10,000. The estimated number of users in 2003 was 25,000.
- The commissioners recommended a 5,000 square-foot expansion of the library for around \$2 million. The expansion would allow the volumes to grow from 68,500 to 119,300. There would also be a dedicated area for children.
- Rapson noted that the state would not be giving any grants and suggested there should be a bond issue for just the library.
- Washburn pointed out that the library was unique in that it served all segments of the population. She added they needed to be specific in the bonds and she felt the public would respond to the need.
- Weed agreed if the bond were narrow enough that the public would support it.
- Weed and Rapson said they would be willing to talk to groups to support a bond issue.

Planning Commission

Members Present: Wes Saunders; Staff Present: David Rast, Troy Besseche

- Rast gave a summary of the annual report. He noted the Land Use Plan update had been done and the rezonings had been completed. The commissioners were looking at modifications to the Clover Reach Business Park. They had discussed designating the area commercial, but a recent development was not going to happen so the property reverted back to industrial. LUC would be recommended so there would be more control over architecture in the area. There were only five or six parcels left.
- Development had started in Lexington Circle. Metro Group was purchasing the remaining retail portion of the Adams tract. There were now two developers instead of three or four.
- Home Depot and Wal-Mart opened.
- The office and retail space in The Avenue was all rented.

- Cedarcroft, Centennial, and Live Oak were all under construction. Rast said he was working on an overall landscape plan for MacDuff Parkway.
- Rast discussed problems with the Live Oak subdivision. Ultima purchased the property from Marvin Isenburg and was now selling the property to the Ashton Woods subdivision developer. The land had been cleared and left and there was a severe erosion problem. The Ashton Woods developer would not be purchasing the property until Ultima cleaned up the property.
- Phase 2 of Wisdom Pointe was approved and clearing should begin in a week or so.
- Guidelines for properties, such as shopping centers and churches, that might re-develop was also a concern. Once the overlay map for 54 West was finished, Rast hoped to come up with a scenario, if not another overlay, for what the City would like to see in such projects.
- The way the traffic impact ordinance was written restricted development on Highway 54 corridor. There was also a problem with administration. Staff was looking at a possible traffic impact fee.
- Developmental Services would be taking over covenant enforcement since Pathways was moving out of the City. Meeker said it would be simpler process to have ordinances to enforce the covenants. Besseche said the complexity to writing the ordinances would be the differences in the covenants. Meeker said there had to be a better way of enforcing the covenants than filing suit against citizens.
- Rast noted the City did not have an official thoroughfare document. He said it would be good to have an official document for the Comprehensive Plan Update in a few years.

Retreat adjourned at 3:15 p.m.

Jane Miller, City Clerk

Stephen D. Brown, Mayor

Pamela Dufresne, Recording Secretary

2003 City Event Calendar

<u>April</u>	<u>May</u>	<u>June</u>
	5/01 – City Council Meeting, 7 pm 5/3&4 – Spring Cleanup, 8:30 am – 4 pm at the Recycling Center 5/9 – GMA Training, Thomasville 5/15 - City Council Meeting, 7 pm 5/26 – Memorial Day – City Offices Closed 7 a.m. at Gathering Place to join Golf Cart Parade OR 7:30 a.m. at City Hall Plaza for ceremonies	6/5 – City Council Meeting, 7 pm 6/19 – City Council Meeting, 7 pm 6/21-24 – GMA Annual Convention, Savannah
<u>July</u>	<u>August</u>	<u>September</u>
7/03 – City Council Meeting, 7 pm 7/04 – July 4 Holiday – City Offices closed 9 am - Parade (New Route, Peachtree Pkwy South) 1:30 pm & 3:00 pm - Fire Department Demo at Drake Field 7 pm - Concert at City Hall 9:30 pm - Fireworks 7/17 – City Council Meeting, 7 pm	8/6-9 – GMA Training, Athens 8/9 – The Last Fling, Shakerag Knoll 8/07 – City Council Meeting, 7 pm 8/21 - City Council Meeting, 7 pm	9/1 – Labor Day, City offices closed 9/4 – City Council Meeting, 7 pm 9/6&7 – Great Georgia Air Show, Falcon Field 9/8-12 – City Election Qualifying, 8:30 am on 9/8 – 4:30 pm on 9/12 9/18 – City Council Meeting, 7 pm 9/20&21 – Shakerag Arts & Crafts Festival, Shakerag Knoll
<u>October</u>	<u>November</u>	<u>December</u>
10/2 – City Council Meeting, 7 pm 10/16 – City Council Meeting, 7 pm 10/18 – Peachtree City Classic Road Race 10/25 – GMA Training, Tifton	11/6 – City Council Meeting, 7 pm 11/4 – City Election, 7 am – 7 pm 11/10 – GMA Training, Macon 11/20 – City Council Meeting, 7 pm 11/27 & 28 – Thanksgiving Holiday – City Offices Closed	12/4 – City Council Meeting, 7 pm 12/18 – City Council Meeting, 7 pm 12/24 & 25 – Christmas Holiday – City Offices Closed at noon on 24 th and remain closed on 12/25

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

Updated 4/23/03

BUILDING DEPARTMENT

2003 MONTHLY REPORT

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	2003 EAR-TO-DATE	2002 YEAR-TO-DATE
DEVELOPMENT PERMITS:	12	23	20										55	72

BUILDING PERMITS:														
Single Family Residential	15	23	13										51	55
Multi-Family Residential	0	5	0										5	0
Misc.-Pools/fences/additions	38	55	64										157	165
Commercial/Industrial	2	11	0										13	31

TOTAL INSPECTIONS:	629	513	659										1,801	1,847
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CERTIFICATE OF OCCUPANCY:														
Residential	16	14	32										62	53
Commercial	6	3	2										11	12
Multi-Family Residential	0	0	0										0	92

CODE ENFORCEMENT:														
Sign Violations	87	91	163										341	179
Rehab	7	18	12										37	35
Notice of Violations	236	275	341										6	634
Citations	0	1	4										5	11
Stop Work Orders	11	8	12										31	20
Complaints From Citizens	18	10	22										50	81
Assessments	1	6	8										15	150

PERMIT FEES COLLECTED:	28,004	48,240	25,706										101,950	203,964
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POPULATION:	34,915	34,944	35,011										35,011	34,071
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Based on 2.09 of completed occupancy

Peachtree City Prisoners at Fayette County Jail

2003

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD 2003	Previous Year
*Average Misdemeanors	5.09	3.40	2.14										3.54	8.59
*Average Felonies	0.00	0.00	0.00										0.00	1.01

*Average Totals	5.09	3.40	2.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.54	9.60
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*These totals do not include weekend incarcerations.

Fayette County Jail Fund

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD 2003	Previous Year
	\$6,441.79	\$6,097.30	\$4,550.02										\$17,089.11	\$17,894.07

Financial Services Monthly Report

STATUS OF FUNDS AS OF MARCH 31, 2003

					Purchasing Monthly Report						
					For Fiscal Year		2003		2002		MTHL Y %
							TOTAL YTD		TOTAL YTD		INC/DEC
							771		729		5.76%
					Purchase Requisitions Processed		38		39		-2.56%
					City Store Requisitions Processed		7		8		-12.50%
					Sealed Bids Requested >\$10,000		2		2		0.00%
					Requests for Proposals		1		1		0.00%
					Written Quotes for Proposals Awarded		16		19		-15.79%
					Verbal Quotes Requested - \$500 - \$5,000		167		161		3.73%
					Total # Purchase Orders Issued		771		729		5.76%
					Total # of Bids Awarded		7		8		-12.50%
					Contracts Required >\$10,000		0		1		-100.00%
					# of Fixed Assets Purchased >\$5000		31		35		-11.43%
Collateral Analysis as of February 28, 2003											
Security Location					Bank		Total Held				
Bank of New York					Wachovia		\$1,348,325				
Bank of New York					Peachtree National		\$5,401,269				
Federal Res Bk of Boston					South Trust		\$7,531,150				
							\$14,280,745				

Purchasing Monthly Report			
For Fiscal Year	2003	2002	MTHL Y %
Purchase Requisitions Processed	TOTAL YTD	TOTAL YTD	INC/(DEC)
City Store Requisitions Processed	771	729	5.76%
Sealed Bids Requested >\$10,000	38	39	-2.56%
Requests for Proposals	7	8	-12.50%
Requests for Proposals Awarded	2	2	0.00%
Written Quotes Req \$5,000-10,000	1	1	0.00%
Verbal Quotes Requested - \$500 - \$5,000	16	19	-15.79%
Total # Purchase Orders Issued	167	161	3.73%
Total # of Bids Awarded	771	729	5.76%
Contracts Required >\$10,000	7	8	-12.50%
# of Fixed Assets Purchased >\$5000	0	1	-100.00%
	31	35	-11.43%

Collateral Analysis as of February 28, 2003			
Security Location	Bank	Total Held	
Bank of New York	Wachovia	\$1,348,325	
Bank of New York	Peachtree National	\$5,401,269	
Federal Res Bk of Boston	South Trust	\$7,531,150	
		\$14,280,745	

Description	General Fund Budget Comparison		Difference	%	Division	General Fund Budget Comparison		Difference	%
	Revenues - By Major Category	Actual YTD				Expenditures by Division YTD	Actual YTD		
General Property Taxes	\$6,701,035	\$6,160,262	(\$540,773)	91.93%	Administrative	\$1,177,529	\$650,933	\$526,596	55%
Franchise Taxes	\$1,869,602	\$1,111,325	(\$758,277)	59.44%	Developmental	\$1,085,487	\$440,155	\$645,332	41%
Local Option Sales Tax	\$6,242,736	\$2,981,603	(\$3,261,133)	47.76%	Finance	\$662,275	\$285,126	\$377,149	43%
Hotel/Motel Tax	\$903,738	\$421,617	(\$482,121)	46.65%	Leisure Services	\$3,843,689	\$1,771,697	\$2,071,992	46%
Other Sales & Use Tax	\$508,144	\$275,887	(\$232,257)	54.29%	Public Safety	\$7,655,724	\$3,555,129	\$4,100,595	46%
Business Taxes	\$1,638,015	\$1,543,785	(\$94,230)	94.25%	Public Works	\$3,186,923	\$1,485,158	\$1,701,765	47%
Licenses & Permits	\$677,451	\$422,867	(\$254,584)	62.42%	Trfr to PCDA/PCAA	\$385,096	\$189,325	\$195,771	49%
Grants	\$74,000	\$81,562	\$7,562	0.00%	Council Contingency	\$22,000	\$0	\$22,000	0%
Charges for Services	\$899,365	\$434,716	(\$464,649)	48.34%	Non-Profit Organizations	\$25,000	\$16,375	\$8,625	66%
Fines & Forfeitures	\$707,284	\$344,420	(\$362,864)	48.70%	Council Reserve	\$0	\$0	\$0	n/a
Investment Income	\$79,851	\$49,993	(\$29,858)	62.61%	Transfer to PIP	\$1,361,370	\$1,361,370	\$0	100%
Surplus Carryover	\$510,346	\$0	(\$510,346)	0.00%	Transfer to Debt Svc	\$403,813	\$403,813	\$0	100%
Other Financing Sources	\$46,699	\$0	(\$46,699)	0.00%	Liability Insurance	\$64,185	\$53,707	\$10,478	84%
					Legal Services	\$117,525	\$96,967	\$20,558	83%
					Gen'l Admin	\$72,058	\$0	\$72,058	0%
					Reserve-Insurance	\$558,404	\$0	\$558,404	0%
					Other	\$237,188	\$216,965	\$20,223	91%
Total	\$20,858,266	\$13,828,037	(\$7,030,229)	66%	Total	\$20,858,266	\$10,526,720	\$9,680,861	50%

Summary of Major Expenditures by City Manager

Description	Budget	Award	Svg/Short	Date

L. O. S. T. REVENUE
As of March 31, 2003

Projected Yr.To Date	Actual Yr. To Date	Difference
\$ 3,107,634	\$ 2,981,603	\$ (126,031) `

HOTEL/MOTEL TAX
As of March 31, 2003

Projected Yr.To Date	Actual Yr.To Date	Difference
\$ 451,869	\$ 421,617	\$ (30,252)

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council
VIA: Interim City Manager 
FROM: Stony Lohr 
DATE: April 25, 2003
SUBJECT: Fire/EMS Monthly Report

The monthly report is not complete due to training for new EMS billing software. Due to the conversion of the old software into the new program, all postings were cut off the beginning of April. Staff is in the process of catching up on all the postings and billing.

HUMAN RESOURCES DEPARTMENT

2003 MONTHLY REPORT

REPORT PERIOD	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	2003 YTD TOTAL	2002 YTD TOTAL
1. Authorized Permanent Positions	224	224	224										224	224
2. Positions Open	9	11	7										-----	-----
3. Workers Comp. Claims Filed	4	3	1										8	2
4. City Veh./Equip. Accidents	2	0	3										5	3
5. Health Insurance Claims	\$ 144,225	\$ 90,896	\$68,416										\$303,537	\$ 269,410
6. Law Suit Legal Fees	\$ 30,642	\$ 52,116	\$2,202										\$84,960	\$ 25,643

2. City Manager (1); Building Inspector/Building (1); Developmental Services Director/Planning (1); Systems Specialist/Information Technology (1); Police Officer/Police (3).
3. Police Corporal involved in automobile accident, experienced strained muscles, contusions (1) Police.
4. Police Corporal lost control of vehicle, hitting power pole (1) Police; Police Corporal made 360 degree turn and hit oncoming car (1) Police; Maintenance Technician denied rear quarter panel of truck upon backing into large metal box (1) Public Works.
5. Balance remaining in health insurance account: \$589,020.57.
6. O'Keefe \$1729.10; Parkerson \$22.00; Wright \$451.00.

ACTIVITY DESCRIPTION	UNIT	January	February	March	April	May	June	July	August	September	October	November	December	2003 Year to Date	2002 Year to Date
LIBRARY															
1. Books Circulated	Num.**	12,288	16,080	17,554	0	0	0	0	0	0	0	0	0	45,922	48,074
2. Average Daily Traffic															
a. Monday - Saturday	Num.	480	509	521	0	0	0	0	0	0	0	0	0	508	578
b. Sunday	Num.	280	367	348	0	0	0	0	0	0	0	0	0	325	330
3. Story/Baby Time Participants	Num.	205	284	101	0	0	0	0	0	0	0	0	0	570	632
4. Revenue from Overdue Books	Dis.	1,514	1,727	2,170	0	0	0	0	0	0	0	0	0	5,411	6,121
5. Revenue from Copy Machine	Dis.	702	982	876	0	0	0	0	0	0	0	0	0	2,560	2,304
6. Reference Assistance	Num.	327	447	670	0	0	0	0	0	0	0	0	0	1,444	1,609
7. Internet Usage	Num.	1,046	1,573	1,908	0	0	0	0	0	0	0	0	0	4,527	5,156
8. Renewals by Phone	Num.	289	337	618	0	0	0	0	0	0	0	0	0	1,244	1,782
9. Computer Lab Use	Num.	48	39	36	0	0	0	0	0	0	0	0	0	123	172
**Closed in Jan. - new carpet															
Leisure Programs															
1. Adult Athletics															
a. Ongoing Programs	Num.	1	1	0	0	0	0	0	0	0	0	0	0	2	2
b. New Programs	Num.	0	0	1	0	0	0	0	0	0	0	0	0	1	0
c. Participants	Num.	200	200	19,270	0	0	0	0	0	0	0	0	0	400	480
d. Revenues	Dis.	0	0	19,270	0	0	0	0	0	0	0	0	0	19,270	7,875
e. Expenses	Dis.	0	0	0	0	0	0	0	0	0	0	0	0	0	7,357
f. Refunds	Dis.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
g. Balance (+ or -)	Dis.	0	0	19,270	0	0	0	0	0	0	0	0	0	19,270	\$518.00
Software fees															
RECREATION															
Leisure Programs															
1. Classes/Programs															
a. Classes/Programs	Num.	113	113	124	0	0	0	0	0	0	0	0	0	360	396
b. Participants	Num.	3,022	3,270	3,440	0	0	0	0	0	0	0	0	0	9,732	8,351
c. Revenues	Dis.	14,107	20,201	25,519	0	0	0	0	0	0	0	0	0	59,826	76,308
d. Expenses	Dis.	10,757	15,212	20,003	0	0	0	0	0	0	0	0	0	45,972	58,511
e. Refunds	Dis.	628	517	619	0	0	0	0	0	0	0	0	0	1,764	486
f. Balance (+ or -)	Dis.	2,722	4,472	4,897	0	0	0	0	0	0	0	0	0	\$12,091.80	\$16,308.90
2. Special Events															
a. Events	Num.	0	0	0	0	0	0	0	0	0	0	0	0	0	4
b. Participants	Num.	0	497	0	0	0	0	0	0	0	0	0	0	497	80
c. Revenues	Dis.	0	0	0	0	0	0	0	0	0	0	0	0	0	1,581
d. Expenses	Dis.	0	0	0	0	0	0	0	0	0	0	0	0	0	1,844
e. Refunds	Dis.	0	0	0	0	0	0	0	0	0	0	0	0	0	25
f. Balance (+ or -)	Dis.	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	(\$238.00)
Sports and Facilities															
1. Playing Surface Mowing	Hrs.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2. Playing Field Preparation	Hrs.	320	700	732	0	0	0	0	0	0	0	0	0	1,752	1,660
3. Building Maintenance	Hrs.	315	358	525	0	0	0	0	0	0	0	0	0	1,185	706
4. Parks/Pools/Tennis Courts															
a. Safety Inspections	Num.	50	50	50	0	0	0	0	0	0	0	0	0	150	126
b. General Repairs/Maint.	Hrs.	100	100	100	0	0	0	0	0	0	0	0	0	300	525
c. Grounds/Landscape Maint.	Hrs.	150	150	150	0	0	0	0	0	0	0	0	0	450	1,425
5. Litter Removal	Num.	286	284	320	0	0	0	0	0	0	0	0	0	870	486
6. Vandalism Repairs	Dis.	150	50	35	0	0	0	0	0	0	0	0	0	235	25
7. Complaints Answered	Num.	3	3	2	0	0	0	0	0	0	0	0	0	8	3

[illegible][illegible]

2003 MONTHLY REPORT
PUBLIC SERVICES DIVISION2003 Public Services Division Monthly Report
4/16/03

Activity Description	Unit	January	February	March	April	May	June	July	August	September	October	November	December	2003 YEAR-TO-DATE	2002 YEAR-TO-DATE
CART PATHS															
1. Const./Reconst./Overlay	Fl.	0	0	0										0	4,288
2. Drainage Maintenance	Hrs.	173	218	330										721	816
3. General Maintenance	Hrs.	203	184	224										611	773
4. Mowing	Hrs.	0	0	0										0	75
5. Litter Removal	Hrs.	83	90	68										241	211
FLEET MANAGEMENT															
1. Equipment Maintenance	Hrs.	0	43	14										57	121
2. Equipment Repairs	Hrs.	192	126	159										477	689
3. Vehicle Maintenance	Hrs.	177	191	157										525	695
4. Vehicle Repairs	Hrs.	208	227	270										705	695
5. Fleet Down Time	Hrs.	587	593	666										1,846	2,216
RIGHT OF WAY															
1. Litter Removal	Hrs.	218	351	271										840	1,474
2. Right-of-Way Mowing	Hrs.	0	0	240										240	768
3. General Maintenance	Hrs.	693	853	797										2,343	2,244
LANDSCAPE															
1. Litter Removal	Hrs.	0	0	8										8	86
2. Mowing (Sub. Entrances)	Hrs.	0	46	454										500	1,015
3. General Maintenance	Hrs.	60	199	365										624	2,610
4. Planting	Hrs.	656	4	67										727	278
RECYCLING SITE															
1. City Employees Hours	Hrs.	187	70	79										336	420
2. City Employees Salaries	Dis.	4927	1370	1996										8,293	8,343
3. Revenues	Dis.	571	341	344										1,256	1,596
4. Participants															
a. Recycling	Num.	292	310	428										1,030	1,820
b. Composting	Num.	1604	832	1696										4,132	5,399
c. Mulch (Pick Up)	Num.	25	53	128										206	503
SIGN MAINTENANCE															
1. Building Maintenance	Hrs.	21	20	21										62	83
2. Subdivision Sign Maintenance	Hrs.	44	38	43										125	398
3. Traffic Sign Maintenance	Hrs.	218	193	172										583	578
STREETS															
1. Street Sweeping	Hrs.	15	60	30										105	48
2. Pavement Patching	Hrs.	0	0	20										20	252
3. Drainage Maintenance	Hrs.	176	130	195										501	420
4. General Maintenance	Hrs.	882	252	555										1,689	2,750
MISCELLANEOUS															
1. Vandalism	Dis.	144	179	241										564	570
2. Complaints Answered	Num.	12	24	52										88	72
3. Wash Police Cars	Hrs.	0	0	0										0	70

March

Monthly Report **Public Information Department** *Updated 04/23/03*

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Total
Citizen Contact (calls/letters/email)	26	39	36										101
Cable Complaints	16	8	13										37
Automated	10	2	3										15
Calls/Visits to City Hall	6	6	11										23
Open Records Requests	2	3	4										9
Press Releases	4	3	4										11
Media Contacts	**	**	12										12
Proclamations	*	*	5										5
Occupational Tax Payments	208	94	165										467
New Businesses	35	24	29										88
Renewals	173	70	136										379
Garage Sale Registration	20	29	81										130
Solicitors Permits	8	7	14										29

* Note: Due to a problem with the computer network, some data for January & February was lost.

** Media Contact Log implemented beginning in March 2003.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: Interim City Manager 

FROM: Deputy City Clerk 

DATE: April 24, 2003

SUBJECT: Zoning Ordinance Amendment – Numbering of LUC-16

The City Planner has requested the attached amendment to the Zoning Ordinance to renumber LUC-16. When the original LUC-16 zoning was codified in March of 2000, it was assigned numbers inconsistent with the other LUC zoning categories. The proposed changes are highlighted, with the current numbering appearing with a strike-through. No text changes have been made.

/bt

ORDINANCE # 809

AN ORDINANCE TO AMEND SECTION 1006B.15.1 – 1006B.15.6 OF THE PEACHTREE CITY ZONING ORDINANCE FOR THE PURPOSE OF RENUMERATION FOR CLARIFICATION AND CONSISTENCY.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that Sections 1006.15.1 through 1006.15.6, inclusive, be renumbered as follows:

(1006B.16) Limited-use commercial district no. 16.

(1006B.15.1) (1006B.16.1) Effect on other zoning districts.

The LUC-16 zoning district created by this section replaces the following existing zoning classifications:

- (a) LUC-7 Palm Beach property,
- (b) LUR-8 Lallande property,
- (c) LUR-9 Lallande/Scott property, and
- (d) R-43 Heard property.

(1006B.15.2) (1006B.16.2) Conformance with master plan.

Development shall take place in conformance with the Ozell Stankus master plan dated December 2, 1999. Any substantive change to this plan or any of the conditions and requirements of this Section will require a new rezoning action.

(1006B.15.3) (1006B.16.3) Permitted uses.

Single-Family Detached Residences.
Multi-Family Residences in Second-Floor Loft Apartments.
General Retail Commercial.
Theater and Restaurant Commercial.
General Office Commercial.

(1006B.15.4) (1006B.16.4) Conditional uses.

No conditional uses shall be permitted in this district.

(1006B.15.5) (1006B.16.5) Other requirements.

General Retail: Minimum Floor Area 150,000 square feet
 Maximum Floor Area 225,000 square feet

Restaurants: Minimum Floor Area 15,000 square feet
Maximum Floor Area 40,000 square feet

Offices: Minimum Floor Area 30,000 square feet
Maximum Floor Area 80,000 square feet

(d) Maximum Commercial Area:

The overall area of General Retail, Restaurants, and Offices shall not exceed 300,000 square feet.

(e) Maximum Residential Units:

Single-Family Detached	135 units
Multi-Family Loft Apartments	no more than 80 units

(f) Minimum Open Space Area:

At least 20 percent of the tract must be exclusively devoted to permanent green space in the form of park land, greenbelts, and buffers.

(g) Commercial Tenants:

The largest single commercial tenant in the Center shall have a floor area of less than 50,000 square feet; the second largest tenant shall have a floor area of less than 40,000 square feet; and the third largest tenant shall have a floor area of less than 32,000 square feet. No businesses shall be located within the Center if they rely on drive-thru traffic for more than 50 percent of their revenue. In addition, all drive-thru facilities shall be located away from the main shopping street, the traffic circle, and the secondary access street; and no direct access is provided to these areas.

(h) Single-Family Detached Residential:

There shall be two types of single-family detached residential lots: Type "A" shall have a minimum width of 82 feet and shall be located adjacent to the greenbelt along the west property line of the tract. There shall be at least 22 Type "A" lots. All other lots shall be Type "B," and they shall have a minimum width of 52 feet.

(i) Minimum Residential Lot Area:

Type "A" - 7,800 square feet
Type "B" - 5,600 square feet
Multi-Family - N/A

(j) Minimum Residential Floor Area:

Type "A" - 2,400 square feet
Type "B" - 1,600 square feet
Multi-Family Loft Apartments - 800 square feet

(k) Minimum Front Setback:

Type "A" - 30 feet from back of curb
Type "B" - 15 feet from back of curb
All Other Uses - 10 feet from back of curb

(l) Minimum Side Setback:

Type "A" - 5 feet
Type "B" - 3 feet
All Other Uses - 0 feet

(m) Minimum Rear Setback:

Type "A" - 20 feet
Type "B" - 17 feet
All Other Uses - 0 feet

(n) Building Separation:

If any buildings within the tract are not attached, there must be a minimum separation of 10 feet between them.

(o) Parking:

As set forth in Section 909.

(p) Signs:

As set forth in the Sign Ordinance and in accordance with a sign program for the tract which shall be approved by the Planning Commission as a part of the overall design criteria for the tract.

(q) Maximum Building Height:

Three (3) stories plus a basement.

(r) Buffers:

The following buffers and greenbelts shall be provided:

- (1) A minimum 35-foot wide City-owned greenbelt along the north property line adjoining the Mathis property;
- (2) A minimum 50-foot wide City-owned greenbelt along the west property line adjoining the Southern Trace and Parkway Estates subdivisions.
- (3) A minimum 60-foot wide City-owned greenbelt along the east property line adjacent to GA 54 in all areas where residential lots are platted;
- (4) A minimum 60-foot wide landscaped buffer along the eastern property line adjacent to GA 54 in all areas where residential lots are not platted;
- (5) A minimum 50-foot wide landscaped buffer along the southern property line adjacent to Walt Banks Road where residential lots are not platted;
- (6) A minimum 60-foot wide greenbelt along the southern property line adjacent to Walt Banks Road where residential lots are platted.

(s) Curb Cuts:

The tract shall be limited to one curb cut on GA 54 and one curb cut on Walt Banks Road to serve the single-family detached lots.

The tract shall be limited to three commercial curb cuts on GA 54 (one at the existing median cut and two other right-in, right-out cuts about equally spaced between the median cut and Walt Banks Road). The tract shall be limited to one commercial curb cut on Walt Banks Road.

(t) Architectural Concept:

The overall tract must be developed in accordance with an architectural concept for the commercial and multi-family residential uses. The architectural concept shall be approved by the Planning Commission as a part of the overall design criteria for the tract.

(u) Landscape Concept:

In addition to an architectural concept, the overall tract must be developed in accordance with an approved landscape concept that includes islands at each entrance, all medians, and all landscape areas shown on the master plan.

(v) Tree-Save Areas:

In developing the tract, the developer shall make every reasonable effort to provide meaningful tree-save areas in addition to the required greenbelts and buffers.

(w) Watershed Protection:

The developer must take whatever steps are necessary to assure that the quality of storm water runoff from the tract is properly controlled in accordance with established "best management practices."

(x) Traffic Improvements:

Based on the traffic study that was prepared for this project and a careful analysis of that study, the developer shall be responsible for the implementation of the following traffic system improvements subject to the approval of the City Engineer:

- (1) Install a new Roundabout at the intersection of Peachtree Parkway and Walt Banks Road; or
- (2) Install a new traffic signal at the intersection along with proper turn lanes in all four directions; and
- (3) Install left-turn lanes and right-turn deceleration lanes at all school driveway intersections, at all church driveway intersections, at Southern Trace, and at all project intersections on Walt Banks Road; and
- (4) Install concrete curb and gutter on all new improvements to Walt Banks Road.

~~(1006B15.6)~~ ~~(1006B16.6)~~ *Application of requirements and conditions.*

The requirements and conditions specified in this Section shall remain in effect unless specifically amended or revoked by subsequent action of City Council in accordance with the established procedure for zoning amendments; and, in addition, if it is determined that the property will not be developed in substantially the same manner as depicted on the Ozell Stankus master plan referenced above, and each condition of that plan substantially complied with, the zoning of this property shall automatically revert back to the zoning the property currently holds.

All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed in their entirety.

Done, Ratified, and Passed this _____ day of _____ 2003.

Mayor

Attest: _____
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members
VIA: Interim City Manager *OK*
FROM: Deputy City Clerk *7*
DATE: April 25, 2003
SUBJECT: Refund of Alcohol License Fees

At the March 20 Council Meeting, Council tabled the request of Mr. John Proffitt for a refund of the \$3,700 Alcohol License Fee for 2003 for Johnny Romanos Restaurant until Mr. Proffitt received notification of the refund of his state license.

As Council will recall, Mr. Proffitt was granted an Alcohol License at the December 19, 2002, meeting. He picked up the license and paid the \$3,700 fee on January 6. On February 13, shortly after the restaurant opened, the chef suffered a heart attack and the restaurant was closed. For clarification, the chef suffered a non-fatal heart attack. Attached is a time-line from Staff Assistant Pam Dufresne, who is the primary contact for Alcohol License application process, on her recollections of actions and communications on this matter.

Also attached is a letter from Ms. Michelle Marshall of the Department of Revenue confirming that Mr. Proffitt's request for a refund of the \$300 in fees that he paid to the state has been approved.

Staff awaits Council's direction for this and future such requests.

/bt

TIMELINE

December 4, 2002

John Proffitt turned in the alcoholic beverage license application for Johnny Romano's. The license was placed on the December 19 agenda. We discussed if he should wait until 2003 to pick up his license, if approved, since it was so close to the end of the year.

December 19, 2002

Council approved the alcoholic beverage license for Johnny Romano's.

January 6, 2003

John Proffitt paid his alcoholic beverage license fee for 2003 – \$3,700 – and picked up his license.

February 6, 2003

Council approved the alcoholic beverage license for Ribs Inc., owned by Mr. and Mrs. Hood, which was to go into the former Johnny's Pizza space at Westpark.

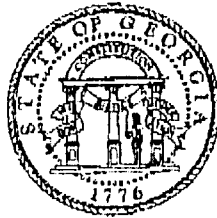
Sometime around the middle of February

John Proffitt called around the time Betsy and Jane were in GMA training. Mr. Proffitt asked me what he needed to do to change the people on his license. I told him he needed to come in and submit another application, pay the application fee, and that the people had to go through the criminal history checks and before Council. He asked how long it would take and I told him we needed some time so the police could do the background checks. He asked what needed to happen if another restaurant in the City wanted to move into his building. I said I had to check with Jane and it might take a few days to get back to him. I got an answer and called him back a few days later. He wasn't in, so I left a message with his son that I had an answer to his question and to call me. I never heard back from him.

Sometime at the end of February

In the meantime, the Hoods came in the end of February and asked what needed to happen to change the address on their license. When they told me where they were moving to I asked them about Johnny Romano's and they told me it had closed. The Hoods had been talking to Mr. Proffitt and decided to move their restaurant to the Huddleston Road location because it was larger, had more parking, and had somewhere to do outdoor cooking. They were originally on the March 6 agenda, but we had to move it to March 20 to allow time to run a legal notice.

Mr. Proffitt did not tell me that Johnny Romano's had closed or that his chef wasn't there anymore.



Department of Revenue

Centralized Taxpayer Registration

P.O. Box 38428-8428

Atlanta, Georgia 30334

(404) 651-8651

T. Jerry Jackson
Commissioner

L.W. Umbarger
Director

To whom it may concern,

A request for an alcohol refund was received on March 19, 2003 for Johnny Romanos Diner. This request has been approved in the amount of \$300.00, If I there are any question or concerns to help clear up this matter, please feel free to call me at 404-417-4387.


Michelle Marshall
Registration unit

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: Interim City Manager *CWN*

FROM: Deputy City Clerk *JS*

DATE: April 24, 2003

SUBJECT: Alcohol License – Change in Licensee and License Representative –
Wyndham Peachtree Hotel and Conference Center

Wyndham Peachtree Hotel and Conference Center, a hotel and conference center located at 2443 Highway 54 West, has submitted an application for changes in its alcoholic beverage license. Ms. Vickie S. Litton has requested she be appointed as the Licensee. Ms. Helen Louise King-Simmons has requested she be appointed as the License Representative. Ms. King-Simmons will attend the meeting on Thursday, May 1st, to answer any questions you may have.

BT:pd

Attachments



Peachtree City

Georgia

State of Georgia

City of Peachtree City:

I, James V. Murray, Chief of Police, for the City of Peachtree City, do hereby certify that:

Vickie S. Litton
Name

2502 Golden Oaks Drive Garland, Texas 75044-7336
Address

has been investigated and found not to have been convicted of, nor to have entered a plea of nolo contendere, to any felony or misdemeanor relating to the sale or use of alcoholic beverages or illegal drugs within five (5) years prior to the date of the application for this license.

James V. Murray
Signature

April 4, 2003
Date

Major R. M. Dufree
Witness



Peachtree City

Georgia

State of Georgia

City of Peachtree City:

I, James V. Murray, Chief of Police, for the City of Peachtree City, do hereby certify that:

Helen Louise King-Simmons
Name

2521 Hampton Park Court Marietta, GA 30062
Address

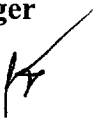
has been investigated and found not to have been convicted of, nor to have entered a plea of nolo contendere, to any felony or misdemeanor relating to the sale or use of alcoholic beverages or illegal drugs within five (5) years prior to the date of the application for this license.

James V. Murray
Signature
April 4, 2003
Date

Major R. M. Dukes
Witness

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council
VIA: Interim City Manager
FROM: Deputy City Clerk 
DATE: April 25, 2003
SUBJECT: Alcohol License – NEW – Mike & C's Family Sports Grill

Mike & C's Family Sports Grill, a restaurant located at 1200 Highway 74 South, Suite 13 & 14, has submitted an application for to Beer and Wine. Mr. Michael Frances Healy has requested to be appointed as the Licensee and License Representative. The application is attached for your consideration. Mr. Healy will be present at the meeting on Thursday, May 1st to answer any questions you may have.

BT:gr



Peachtree City

Georgia

State of Georgia

City of Peachtree City:

I, James V. Murray, Chief of Police, for the City of Peachtree City, do hereby certify that:

Michael Francis Healy
Name

107 Holly Springs Drive Peachtree City, GA 30269
Address

has been investigated and found not to have been convicted of, nor to have entered a plea of nolo contendere, to any felony or misdemeanor relating to the sale or use of alcoholic beverages or illegal drugs within five (5) years prior to the date of the application for this license.

James V. Murray
Signature

April 24, 2003
Date

Major R. M. Decker
Witness

CITY OF PEACHTREE CITY

MEMO TO: Mayor and City Council

VIA: Colin W. Halterman, Interim City Manager *CWA*

FROM: Paul J. Salvatore, Director of Financial Services *P.S.*
Stony Lohr, Fire Chief *SL*
Janet I. Camburn, Assistant Finance Director *JC*

DATE: April 24, 2003

SUBJECT: Review of Emergency Services Delivery System

On March 20, 2003, the City of Peachtree City sent requests for proposal (RFP) to several consulting firms for review of the City's emergency services delivery system. The RFP was also posted on the City's web site and placed in the City's Bid and RFP book in the City Hall lobby.

A total of fifteen (15) firms were contacted either through direct mailing or via e-mail. As of the RFP deadline of April 8, 2003, the City had received responses from the seven (7) following consulting firms:

- KPMG – Atlanta, Georgia
- The Ludwig Group – Hillsboro, Missouri
- Tri Data – Arlington, Virginia
- Emergency Services Consulting, Inc. – Wilsonville, Oregon
- Advanced Concepts, Inc. – Melbourne, Florida
- Management Advisor Group, Inc. – Tallahassee, Florida
- MAXIMUS – Atlanta, Georgia

Interim City Manager Colin Halterman, Director of Financial Services Paul Salvatore, Fire Chief Stony Lohr, and Assistant Finance Director Janet Camburn evaluated the proposals. Upon completion of the review, it was determined that Emergency Services Consulting, Inc. (ESCi) provided an excellent proposal and at the lowest cost to the City (see attached summary of costs).

Bruce Caldwell, Senior Vice President of ESCi was contacted on two occasions to discuss the consulting firm's proposal. The first contact included Halterman, Salvatore, and Camburn. The second contact included Halterman and Lohr. Both conversations with Mr. Caldwell reinforced to staff that ESCi was able to provide a study of the emergency services delivery system as outlined in the RFP and their proposal. It is also important to note that Mr. Caldwell often mentioned in his conversations that the results of the study would reflect what is best for the "community."

Finally, City staff checked five (5) references provided by ESCi and received positive responses from Fire Chiefs and Municipal Managers. They indicated that ESCi was very thorough in their processes and that they would use the firm again. In fact four (4) of the municipalities have used the firm to conduct more than one study.

Based on the above, it is Staff's recommendation that the City enter into a contract with ESCi to conduct a study of the City's emergency services delivery system as outlined in the RFP and the proposal from ESCi. As was discussed at the March Council Retreat, the funding source for this study will be from the proceeds of the surplus sale of the ladder truck.

Attachment

CITY OF PEACHTREE CITY
REVIEW OF EMERGENCY SERVICES DELIVERY SYSTEM
REQUEST FOR PROPOSAL
APRIL 8, 2003

FIRM	ADDRESS	CONTACT	PROPOSAL AMOUNT
KPMG	303 Peachtree Street, NE Suite 2000 Atlanta, GA 30308	Donald A. Carter	\$31,500
The Ludwig Group, LLC	9525 E. Vista Drive Suite 200 Hillsboro, MO 63050	Gary Ludwig	\$33,900
Tri Data	1000 Wilson Boulevard Arlington, VA 22209-2211	Philip Schaneman	\$44,505
Emergency Services Consulting, Inc.	25200 SW Parkway Avenue Suite 3 Wilsonville, OR 97070-9616	Jack W. Snook Bruce Caldwell	\$17,230
Advanced Concepts, Inc.	739 North Drive Suite A Melbourne, FL 32934	Mark G. Martorano	\$42,000
Management Advisory Group, Inc.	3305 Capital Circle, NE Suite 203 Tallahassee, FL 32308	Carolyn Long	\$35,500
MAXIMUS	1280 W. Peachtree Street Suite 200 Atlanta, GA 30309	Kenneth R. Murrery	\$57,340

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & City Council

VIA: Interim City Manager *CWA*
Financial Services Director *P.S.*

FROM: City Engineer/Interim Developmental Services Director *(23)*

DATE: April 24, 2003

SUBJECT: Stormwater Management – Master Services Agreement

City staff has been working on several pending projects related to the Stormwater Management Program that have required professional services support from engineering firms in the area. These services have included the following: 1) Preparation of a Stormwater Program Action Plan to address various local issues and regulatory compliance; 2) Design services for two capital projects; 3) Development of Stormwater Programmatic elements including ordinances and local design standards; 4) Organization of water quality assessment work; 5) GIS support; 6) Stormwater Program Funding analyses; and 7) general stormwater related consulting services. These services, without the utilization of outsourced labor, are very time consuming for a municipal stormwater program with no fully dedicated staff as of yet. Until such time as the stormwater program is fully staffed and operational as its own department, I would recommend that an annual task order format contract be established to address stormwater management related consulting services.

At the time the Stormwater Program Action Plan Development and Water Quality Assessment contract was being pursued in late 2001, city staff carefully evaluated the qualifications of several stormwater management firms. They were:

AMEC Earth & Environmental	-	Marietta
Camp, Dresser, & McKee	-	Atlanta
Ewing Engineering Company	-	Macon
Integrated Science & Engineering	-	Fayetteville
Rochester & Associates	-	Atlanta

Integrated Science & Engineering (ISE) was selected based upon their experience with other clients in establishing successful stormwater programs, their experience with stormwater utilities, and their experience with the City on other projects. The firm also provided the lowest price

proposal for the project, while completing the work in a timely manner and on budget. ISE has also worked with staff on the formation of a Stormwater Advisory Committee, completion of a Wynnmeade Basin Study, and presentation of stormwater funding alternatives at the recent Council retreat, demonstrating a thorough knowledge of the various issues facing the City in this area and making a significant contribution to the overall success of the City's Stormwater Management Program.

Staff has worked with ISE in developing a stormwater action plan and Notice of Intent (NOI) as the road map for the future of stormwater management in Peachtree City (see attached). These efforts have proven to be invaluable in maintaining continuity with respect to the City's evolving stormwater management program, and these efforts would serve to substantiate a recommendation for ISE to continue on as our stormwater consultant. Also attached is a Master Services Agreement, which would be the basis for the contract and guide how project-specific tasks would be administered and executed. The project execution and authorization method described in the Master Services Agreement requires ISE to submit for approval to the City a Task Order Form (TOF) which outlines the scope of work, schedule and fee to complete the project-specific task. In this manner, the City has a written agreement for each project-specific task that staff assigns to ISE thereby resulting in a contracting method that is beneficial to both sides. The project-specific tasks would be approved as a part of the Stormwater Management budget and be itemized within the department budget so that multiple levels of control are in place, limiting the extent to which the agreement would be utilized.

City staff recommends that Integrated Science & Engineering be selected, on a brand-name basis, as our Stormwater Consultant by way of the Master Services Agreement, the term of which would be renewable on an annual basis (January) via review and approval by the Mayor and City Council. The City Attorney has reviewed the Master Services Agreement and is working on a minor modification to the agreement, which should be available prior to the meeting.

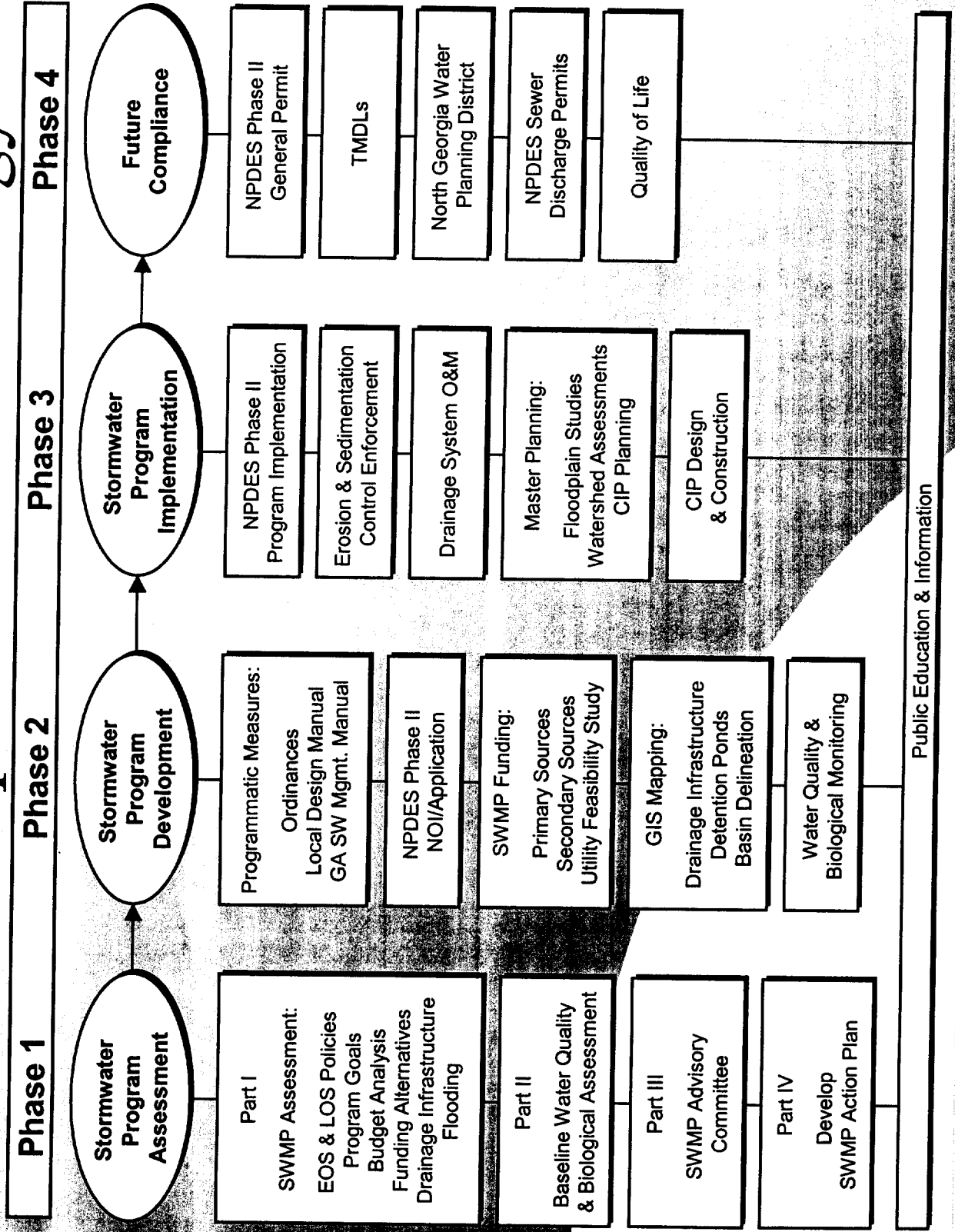
Attachments

Implementation Plan

DRAFT - Master Services Agreement

cc: *Interim Public Services Director*
Assistant Financial Services Director
file

Peachtree City SWMP Implementation Strategy



MASTER SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of March 15, 2003, between the City of Peachtree City, Georgia ("OWNER") and Integrated Science & Engineering, Inc. ("ENGINEER"). The OWNER wishes to engage ENGINEER to provide professional engineering and consulting services. The services provided under this agreement shall encompass primarily the areas of stormwater management and water resources engineering. In general, the services provided by the ENGINEER will include, but not necessarily be limited to, the following services:

- Project Management
- Project Planning
- Feasibility Studies
- Engineering Analysis
- Provision of Construction Cost Opinions and Data
- Technical Reports
- Engineering Design
- Permitting and Regulatory Agency Coordination
- Construction Management and Oversight
- Easement Acquisition
- Other engineering services may be added at the discretion of the OWNER, under the terms of this AGREEMENT

The ENGINEER will work with the OWNER to coordinate and integrate the overall management; planning; analysis; engineering design; consulting; and construction review for each project. In general, the ENGINEER will oversee project management and planning, scope of work development, work progress monitoring, project schedule maintenance, engineering design, construction review, and project cost control, as well as address additional design related tasks specifically requested by the OWNER.

The ENGINEER will prepare and submit a TASK ORDER FORM (TOF) to be executed between the OWNER and the ENGINEER for each specific work element, project, report, study, task, etc. (unless directed otherwise by the OWNER), which will specify the scope of services, schedule, and fee arrangement. Each TOF will reference this AGREEMENT and be an amendment to this AGREEMENT. The OWNER has the option to direct the ENGINEER to utilize an alternative method to the TOF (as warranted by the work task requested) including memo, email or other similar and acceptable documentation method.

OWNER and ENGINEER, in consideration of their mutual covenants herein, agree in respect of the performance of professional engineering and management services by ENGINEER and the payment for those services by OWNER as set forth below.

1.0 SECTION 1 – GENERAL PROJECT MANAGEMENT AND CONSULTING ENGINEERING SERVICES

1.1 Description. ENGINEER shall provide professional services to the OWNER in the form of project management and consulting engineering services, from time to time, as requested by OWNER. These services will be provided on a formal (written) or informal (verbal) basis as determined by the circumstances and the wishes of the OWNER. Examples of General Project Management and Consulting Engineering Services would include, but not be limited to, the following:

- 1.1.1 Review of existing system data and providing of advice pertaining to City operations, planning, expansion, repair or other matters that may be of concern to OWNER.
- 1.1.2 Serve as consulting engineer on behalf of the OWNER to various subconsultants as it relates to project planning, scope of work development, work progress oversight, project QA/QC, budget review/management, schedule and construction oversight.
- 1.1.3 Preparation of engineering studies, alternative evaluations, surveys, reports, cost estimates, financial analysis, or other engineering documents specifically requested by OWNER.
- 1.1.4 Serve as engineering liaison for the OWNER to various local, state and federal agencies that may have jurisdiction over certain aspects of OWNER's operations.
- 1.1.5 Provide other engineering related services as may be requested and authorized by the OWNER.

2.0 SECTION 2 – BASIC ENGINEERING SERVICES

2.1 Basic Engineering Services. Include those services normally associated with project management, engineering analysis and engineering design for stormwater management related projects, or other projects stipulated by the OWNER. Engineering services will typically include, but not be limited, to the following.

2.2 Preliminary Design and Planning Phase. The ENGINEER shall:

- 2.2.1 In consultation with OWNER, and on the basis of the available Preliminary Study information, define the project specific objectives, scope of work, schedule, and preliminary budget for projects requested by the OWNER.
- 2.2.2 Advise OWNER if additional data or supplemental professional services of the types described in this AGREEMENT are necessary, and procure the necessary services.
- 2.2.3 Prepare preliminary design documents consisting of the following: design criteria, cost estimate information, preliminary drawings, project scope of work development, design schedule and written description of the project.

- 2.2.4 Provide coordination, permitting, and managerial assistance to the OWNER regarding utility relocation, easements, etc. as specifically requested by the OWNER.

2.3 Comprehensive Design Phase. The ENGINEER shall:

- 2.3.1 Perform engineering surveys of the construction site to determine horizontal and vertical site data including topography, relevant site elevation data, locations and measurements of existing site conditions that could affect the project.
- 2.3.2 Represent the OWNER at public hearings and City meetings with applicable regulatory agencies and/or City Council and City Staff.
- 2.3.3 Preparation of detailed design plans, specifications, documents (a.k.a. Contract Documents/Bidding Documents) and engineering cost estimates for the project.
- 2.3.4 Oversee the work efforts of the subconsultants as it relates to the overall project objectives, schedule and budget. Technical accuracy and design quality will be the responsibility of the subconsultant unless otherwise stipulated in their contract with the ENGINEER.
- 2.3.5 Advise OWNER of potential adjustments as it relates to total project costs resulting from changes in project scope, extent, character, or design requirements of the project or construction costs.
- 2.3.6 Furnish copies of design plans, specifications and documents for approval by the OWNER, his representatives, and applicable regulatory authorities.

2.4 Pre-Construction Phase. The ENGINEER shall:

- 2.4.1 Pre-qualify, when possible, contractors for bidding the various projects.
- 2.4.2 Assist OWNER in advertising for and obtaining bids or negotiating contracts for each construction project, and maintain a record of prospective bidders to whom Construction Documents/Bidding Documents have been issued, attend pre-bid conferences and issue Construction Documents/Bidding Documents.
- 2.4.3 Issue addenda appropriate to interpret, clarify or expand the Construction Documents/Bidding Documents.
- 2.4.4 Consult with OWNER concerning, and determine, the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Construction Documents/Bidding Documents.
- 2.4.5 Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials,

equipment and services. ENGINEER will verify that the contractor's insurance and bonding capabilities meet the OWNER's requirements.

2.5 Construction Phase Services. The ENGINEER shall:

2.5.1 ENGINEER will arrange a pre-construction conference with the successful bidder to discuss administrative issues associated with the project; establish site safety procedures (where applicable); address project logistics; establish lines of communication; and address other applicable issues as necessary in the interest of construction QA/QC and safety.

2.5.2 ENGINEER will review the CONTRACTOR's work schedule to ensure general conformance with preliminary schedules developed by the OWNER and ENGINEER. Appropriate modifications will be recommended to CONTRACTOR in an effort to ensure efficiency in the construction process. ENGINEER will notify the OWNER if significant discrepancies exist in the CONTRACTOR's schedule as compared to the agreed upon construction schedule with the applicable parties.

2.5.3 ENGINEER shall serve as the OWNER's representative with duties and limitations of responsibility and authority as stated in the general conditions of construction Contract Documents.

2.5.4 ENGINEER shall visit the site at regular intervals appropriate to the various stages of construction to observe progress and quality of the CONTRACTOR's work, and shall keep OWNER informed of same.

2.6 Interpretations and Clarifications. ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents/Bidding Documents and in connection therewith prepare work change directives and process CONTRACTOR's change orders as required.

2.7 Shop Drawings. ENGINEER shall review cut sheets, submittals, shop drawings and other relevant data. ENGINEER shall review shop drawings and other data which CONTRACTOR(s) are required to submit, but only for conformance with the design concept of the project and compliance with the information given in the design plans, specifications and documents. ENGINEER will review and approve CONTRACTOR's shop drawings and provide approved copy of drawing to the OWNER prior to CONTRACTOR notification.

2.8 Schedule Monitoring. ENGINEER will review and update CONTRACTOR(s) schedule(s) to monitor construction progress and to assist the CONTRACTOR in identifying potential "work arounds" to make up for work delays, change orders, etc. Updated schedules will be provided to the OWNER as necessary unless agreed otherwise.

2.9 Applications for Payment. ENGINEER will review CONTRACTOR's applications for periodic payment to verify that amounts requested by the CONTRACTOR agree with

actual progress of the work. Approved applications will be submitted to the OWNER for payment.

- 2.10 **Correspondence.** ENGINEER will distribute and maintain project correspondence and documents throughout the construction phase. Schedules for project deliverables will be established and adhered to in order to maintain the overall project schedule(s).
- 2.11 **Contract Closeout.** ENGINEER shall conduct a review of each project phase to determine if the work is substantially complete and a final review of each project phase will be performed to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to CONTRACTOR and may give written notice to OWNER and the CONTRACTOR that the work is acceptable (subject to any conditions therein expressed).

3.0 SECTION 3 – SUPPLEMENTAL SERVICES

- 3.1 The services listed in this section will be provided to supplement the services outlined in the previous sections. If authorized by the OWNER, ENGINEER will furnish (or utilize the services of subconsultants/subcontractors as necessary) these services under the terms of this AGREEMENT.
- 3.2 Examples of Supplemental Services include, but are not necessarily limited to, the following:
- a) Geotechnical Engineering and Related Services.
 - b) Surveying (i.e. construction staking, property boundary, topographic surveys, easement plats, etc.).
 - c) Environmental Engineering and Assessment Services. (i.e. environmental impact studies, Phase I and Phase II Assessments, etc.).
 - d) Hydrogeology and Geology.
 - e) Geographical Positioning Systems (GPS) Mapping and Geographical Information Systems (GIS).
 - f) Supplemental or Extended Services, made necessary by (1) work damaged by fire or other cause during construction, (2) prolongation of the construction contract period, and (3) default by the Contractor.
 - g) Services resulting from significant changes in extent of the project or revision of previously accepted concepts, reports, design plans, specifications or documents when such revisions are due to causes beyond control of ENGINEER.

- h) Transportation Engineering (i.e. road design, R/W acquisition, traffic analysis, etc.)
- i) Resident Inspection for Construction.
- j) Preparation of As-built Drawings, unless required by a specific project TOF.

4.0 SECTION 4 – FEES AND PAYMENTS TO ENGINEER

- 4.1 For general consulting engineering services as outlined in this AGREEMENT, OWNER shall pay ENGINEER the fee documented in the project specific Task Order Forms (TOFs). It is anticipated that professional services will be performed and reimbursed on payment terms agreeable to both parties (i.e. lump sum, hourly, etc.). The proposed unit rates identified for this AGREEMENT are broken out by labor category and are included as ATTACHMENT “A”. Any unique unit rates or costs related to outside subconsultants contracted to the ENGINEER to provide specialized services for specific work tasks will be included in the project specific TOFs. It will be the responsibility of the ENGINEER to periodically update the OWNER regarding incurred fees for the various projects executed under this AGREEMENT as it relates to an estimated project budget in the event that a budget revision is warranted by the work effort undertaken, or anticipated, by the ENGINEER and as agreed to by the OWNER. ENGINEER and OWNER will also periodically review project progress and schedules to ensure timely completion of work.
- 4.2 The labor category unit rates are included in ATTACHMENT “A” and apply to those employees of the ENGINEER who are engaged in providing professional services under this AGREEMENT. In addition to the customary overhead items, the following costs are specifically defined as an overhead charge and there shall be no additional charge for these costs: telephone charges, computer expenses, use of company vehicles, in-house reproduction, photocopying, and routine expendable/office supplies. Direct expenses (including subconsultants hired by the ENGINEER) will be invoiced at cost plus 15% to the OWNER. The ENGINEER stipulates that the labor category billing rates may be revised on an annual basis (March) to account for salary adjustments. The OWNER reserves the right to review the proposed annual billing rate adjustments for approval prior to implementation by the ENGINEER.
- 4.3 ENGINEER shall submit monthly invoices to OWNER in a format acceptable by the OWNER. OWNER shall endeavor to make payment to ENGINEER within thirty days from receipt of invoice.

5.0 SECTION 5 – OWNER’S RESPONSIBILITIES

5.1 OWNER shall:

- 5.1.1 Allow the ENGINEER to have reasonable access to the site for activities necessary for the performance of the services. If reasonable access is not provided and consequently the ENGINEER is denied or delayed in performing their services, the associated fees and costs may be viewed in their entirety as a reimbursable expense.
- 5.1.2 Promptly furnish to ENGINEER the information requested by ENGINEER needed for rendering of services hereunder. The OWNER shall provide to the ENGINEER all such information as is available to the OWNER and the OWNER’s consultants and contractors, and the ENGINEER shall be entitled to rely upon the accuracy and completeness thereof. The OWNER recognizes that it is impossible for the ENGINEER to assure the accuracy, completeness and sufficiency of information provided to ENGINEER by OWNER or third parties. Accordingly, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold the ENGINEER and the ENGINEER’s subconsultants harmless from any claim, liability or cost (including reasonable attorneys’ fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the OWNER to the ENGINEER.
- 5.1.3 Assist ENGINEER by placing at his disposal all available information pertinent to the project including previous reports and any other data relative to design or construction of the project.
- 5.1.4 Designate a person (or persons) to act as OWNER’s representative(s) with respect to the services to be rendered under this AGREEMENT. Such person(s) shall have complete authority to transmit instructions, receive information, interpret and define OWNER’s policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER’s services.

6.0 SECTION 6 – ENGINEER’S RESPONSIBILITIES

- 6.1 **Project Management and Design.** The ENGINEER shall manage and design the work in strict compliance with all applicable laws and in strict compliance with all applicable codes. All plans and specifications shall bear the signature and seal of the ENGINEER, which shall be prima facie evidence that the ENGINEER has exercised the degree of skill and professional competence required of professional engineers licensed in the State of Georgia and that the ENGINEER has not practiced beyond the limits of his field of specialty or expertise.
- 6.2 **Standard Professional Services.** The ENGINEER by the execution of this AGREEMENT contracts that he is possessed of that degree of care, learning, skill and ability which is ordinarily possessed by other members of his profession and further

contracts that in the performance of the duties herein set forth he will exercise such degree of care, learning, skill and ability as is ordinarily employed by professional engineers licensed to practice in the State of Georgia under similar conditions and like circumstances and shall perform such duties without neglect, and shall not be liable except for failure to exercise such degree of care, learning, skill and ability. Any other provision of this AGREEMENT to the contrary notwithstanding, the ENGINEER shall not receive any fee on account of increases in cost resulting from change orders necessitated by errors or oversights of the ENGINEER.

- 6.3 **Professional Liability Insurance.** Simultaneous with the execution of this AGREEMENT, and prior to the provision of any professional services by the ENGINEER, and during the entire term of this AGREEMENT, including future renewals thereof, the ENGINEER shall maintain in full force and effect a policy of professional liability insurance from a company authorized to do business in the State of Georgia in limits of \$1,000,000 each claim, \$2,000,000/year aggregate, with \$25,000 per claim deductible. The ENGINEER represents, warrants and covenants that in the event a claim is filed against such policy, the ENGINEER has sufficient unencumbered assets and financial standing to pay in full the maximum deductible per claim. If requested, the ENGINEER shall furnish evidence of said coverage to OWNER in the form of a certificate from the issuing insurance company that the policy is in good standing. If two or more claims are made by ENGINEER against said coverage, at any time relevant to this AGREEMENT, notice of such fact shall be furnished to OWNER in writing, which event shall furnish OWNER the option to terminate this AGREEMENT. As further condition, said policy shall not be canceled, changed, allowed to lapse or allowed to expire until ten (10) days after written notice is given by ENGINEER or OWNER, via certified mail, return receipt requested. ENGINEER shall at all times during the terms of this AGREEMENT, including for four (4) years after the expiration or termination of the AGREEMENT for any reason, maintain continuity of coverage described herein against any liability directly or indirectly resulting from ENGINEER or its employees or its subconsultant's duties in connection with this AGREEMENT, or other acts or omissions of ENGINEER or its respective employees or agents occurring in whole or in part during the term of this AGREEMENT. ENGINEER shall procure continuity coverage by obtaining subsequent policies which have a retroactive date of coverage equal to the effective date of this AGREEMENT or by obtaining an extended recording endorsement with coverages consistent with those described herein.
- 6.4 **Personal Services.** In contemplation that engineering services are personal, the ENGINEER agrees that no change in the business organization of the ENGINEER under which the firm shall perform shall be made during the AGREEMENT term, unless prompt written notice to the OWNER is given, which event shall afford the OWNER the option to terminate this AGREEMENT.
- 6.5 **Approval of Bonds by Bidders.** Inasmuch as the ENGINEER will provide assistance to the OWNER in the bidding and negotiating of water & sewer and public works contracts, for which the successful contractor must present payment and performance bonds as a condition of the award of such contracts, it shall be the duty of the ENGINEER to verify

that the Surety for Contractor's Bonds meets the criteria contained in the General Conditions of the Contract Documents (listed on Federal Register Circular 570) and licensed and in good standing with Insurance Commission of the State of Georgia.

- 6.6 **Compliance with Equal Employment Opportunity Laws and Americans with Disabilities Act.** As a condition for entry of this AGREEMENT, the ENGINEER represents, warrants and covenants that at the time of entry of this AGREEMENT, and during the term thereof, the ENGINEER shall observe and comply with all applicable laws governing equal employment opportunities, including the employment of persons with disabilities, as defined by the Americans with Disabilities Act of 1991. Furthermore, the ENGINEER shall maintain a drug free workplace as required by Georgia law during the term of this AGREEMENT.

7.0 SECTION 7 – GENERAL CONSIDERATIONS

- 7.1 **Commencement.** This AGREEMENT will take effect upon delivery of executed AGREEMENT to both parties.
- 7.2 **Term of AGREEMENT.** The initial term of this AGREEMENT shall be from the date of execution by all parties to and including March 1, 2003. Thereafter, unless either party provides at least 30 days prior written notice to the contrary, the AGREEMENT shall automatically renew for increments of one year at each March 1. Either party, upon giving 30 days written notice, may terminate this AGREEMENT at any time without cause. Termination of this AGREEMENT by either party shall not impair or affect whatever rights, including payment for services performed prior to termination either party may have under this AGREEMENT.
- 7.3 **Authorized Representative.** ENGINEER shall designate a person (or persons) to act as ENGINEER's representative(s) with respect to the services to be rendered under this AGREEMENT. Such person(s) shall have complete authority to transmit instructions, receive information, interpret and define ENGINEER's policies and decisions with respect to materials, equipment, elements and systems pertinent to this AGREEMENT.
- 7.4 **Successors and Assigns.**
- 7.4.1 OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators, assigns and legal representatives of each are bound, to the other party to this AGREEMENT and to the partners, successors, executors administrators, assigns and legal representatives of such other party, in respect to all covenants, AGREEMENTs and obligations of this AGREEMENT.
- 7.4.2 Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other.
- 7.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other

than OWNER and ENGINEER.

- 7.5 **Limitations of Responsibility.** Nothing herein shall be construed as making the ENGINEER responsible for supervising or directing the work of the OWNER, Contractors or others furnishing work related to the project. Nor shall ENGINEER have authority over means, methods, techniques or procedures of construction, or for safety precautions incident to the work of the OWNER, Contractors or other, or for any failure of same to comply with laws, rules or regulations. ENGINEER cannot guarantee the performance of work by Contractors nor assume responsibility for Contractor's failure to perform in accordance with Contract Documents.
- 7.6 **Indemnification.** The OWNER shall indemnify and hold harmless ENGINEER and all of its personnel from and against any claims, damages, loss and expenses (including attorney's fees) arising out of or resulting from the performance of the services under this AGREEMENT, provided that any such claim, damage, loss or expense is solely caused by the negligent act or omission of the OWNER, its employees or agents (except ENGINEER). The ENGINEER's liability will be limited to the negligence, willful misconduct or omissions of its own employees, agents, subcontractors and subconsultants and ENGINEER shall, and hereby, does indemnify OWNER from the same.
- 7.7 **Re-use of Documents.** All documents including design plans, specifications and documents prepared by ENGINEER pursuant to this AGREEMENT are instruments of service with respect to the specific project and/or this AGREEMENT. They are not intended or represented to be suitable for re-use by OWNER or others on extensions of the project or on any other project. Therefore, any other use or distribution of said documents without the written consent of ENGINEER is prohibited.
- 7.8 **Controlling Law.** This AGREEMENT is to be governed by the laws of the State of Georgia. The parties hereby agree and stipulate this AGREEMENT was made and entered into in City of Fayetteville, Georgia, which shall be appropriate venue for any action brought relating thereto.
- 7.9 **Severability and Reformation.** Any provision or part thereof of this AGREEMENT held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

- 7.10 **Betterment.** If, due to the ENGINEER's omission, any required item or component of the project is omitted from the ENGINEER's construction documents, the ENGINEER shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will the ENGINEER be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.
- 7.11 **Risk Allocation.** In recognition of the relative risks, rewards and benefits of the project to both the OWNER and the ENGINEER, the risks have been allocated such that the ENGINEER and the OWNER agree that, to the fullest extent permitted by the law, each party's total aggregate liability to the one another and their respective contractors, subcontractors, consultants and other parties with legal standing to file claims resulting from any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this AGREEMENT from any cause or causes, shall not exceed \$50,000 or the total fee for a project specific TOF performed under the this AGREEMENT, whichever is less. Such causes include, but are not limited to, the ENGINEER's or OWNER'S negligence, errors, omissions, strict liability, breach of contract or breach of warranty.
- 7.12 **Discovery of Hazardous Materials.** Hazardous materials may exist on the site on which work will be performed by the ENGINEER under this agreement. The OWNER acknowledges that the ENGINEER's scope of services for this project does not include any services related to the identification, removal or abatement of hazardous wastes. The ENGINEER and the OWNER agree that the discovery of hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. The ENGINEER and the OWNER also agree that the discovery of hazardous materials may make it necessary for the ENGINEER to take immediate measures to protect human health and safety, and/or the environment. The ENGINEER agrees to notify the OWNER as soon as practically possible should hazardous materials or suspected hazardous materials be encountered. The OWNER authorizes the ENGINEER to take any and all emergency measures that in the ENGINEER's professional opinion are justified to preserve and protect the health and safety of the ENGINEER's personnel and the public, and/or the environment, and the OWNER agrees to compensate the ENGINEER for the additional cost of such work.
- 7.13 **Site Operations.** The ENGINEER field personnel will avoid hazards or utilities which are visible to them at the site. If the ENGINEER is given data in writing that reveals the presence or potential presence of underground or overground obstructions, such as utilities, the ENGINEER will give special instructions to their field personnel. The ENGINEER will conduct the research that in its professional opinion is necessary to locate utility lines and other objects that may exist beneath the site's surface. The OWNER recognizes that the ENGINEER's research may not identify all subsurface utility lines and man-made objects, and that the information upon which the ENGINEER relies may contain errors or may not be complete. The ENGINEER is not responsible for any damage or loss due to undisclosed or unknown surface or subsurface conditions. For

example, evaluations of existing buildings require that certain assumptions be made regarding existing conditions, many of which cannot be viewed by reasonable visual observation. The OWNER understands that actual field conditions may subsequently be found to vary from design assumptions which in turn may alter or increase the scope of the design and/or construction services.

- 7.14 **Arbitration and Venue.** OWNER and ENGINEER agree that any and all disputes arising under this agreement or relating in any way to the performance or non-performance of either party's obligations under this agreement will be submitted to final and binding arbitration. Such arbitration will be conducted according to the procedures of the American Arbitration Association and held in Fayette County, Georgia. The parties shall equally bear the costs of such arbitration until such time as the arbitrator renders a decision on the dispute. The parties agree that the final decision of the arbitrator will award all costs and attorney's fees in favor of the prevailing party and against the non-prevailing party. Should the arbitrator find in favor of one party on some issues and in favor of the other party on other issues, the arbitrator will have the discretion to apportion an award of costs and fees equally or in such proportion as the arbitrator deems appropriate under the circumstances. The only exception to this arbitration agreement is that either party may seek injunctive relief in any state or federal court having jurisdiction in Fayette County, Georgia, with costs and fees to be awarded to the prevailing party.

This AGREEMENT (consisting of thirteen (13) pages) constitutes the entire AGREEMENT between OWNER and ENGINEER and supersedes all prior written or oral understandings between them in respect of the subject matter covered hereby.

The attached documents and those incorporated herein constitute the entire AGREEMENT between the parties and cannot be changed except by a written instrument signed by an authorized agent of both parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT as of the day and year first above written.

OWNER:

ENGINEER:

City of Peachtree City, Georgia

Integrated Science & Engineering, Inc.

By: _____

By: _____

Attest: _____

Attest: _____

ATTACHMENT A

UNIT RATES – 2003 BILLING RATES

Integrated Science & Engineering, Inc.

Basic Service Rates

Principal	\$135.00/hour
Senior Consultant	\$125.00/hour
Senior Engineer	\$110.00/hour
Project Manager	\$90.00/hour
Project Engineer III	\$95.00/hour
Project Engineer II	\$85.00/hour
Project Engineer I	\$75.00/hour
Staff Engineer II	\$65.00/hour
Staff Engineer I	\$55.00/hour
Environmental Scientist	\$65.00/hour
Senior Planner/Landscape Architect	\$80.00/hour
Planner/Landscape Architect II	\$70.00/hour
Planner/Landscape Architect I	\$60.00/hour
Senior Land Surveyor	\$95.00/hour
Land Surveyor	\$70.00/hour
Survey Crew (3 person)	\$130.00/hour
Survey Crew (2 person)	\$98.00/hour
Senior Engineering Technician	\$65.00/hour
Engineering Technician II	\$55.00/hour
Engineering Technician I	\$45.00/hour
Field Technician	\$35.00/hour

Special Service Rates

Information Technology (IT) Technician	\$85.00/hour
Public Relations Specialist	\$70.00/hour
Public Relations Assistant	\$55.00/hour
Senior Administrative Assistant	\$60.00/hour
Administrative Assistant	\$45.00/hour
Clerical	\$35.00/hour
Subconsultants and Outside Expenses	Cost + 15%

MASTER SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of _____, 2003, between the City of Peachtree City, Georgia (“OWNER”) and Integrated Science & Engineering, Inc. (“ENGINEER”). The OWNER wishes to engage ENGINEER to provide professional engineering and consulting services. The services provided under this agreement shall encompass primarily the areas of stormwater management and water resources engineering. In general, the services provided by the ENGINEER will include, but not necessarily be limited to, the following services:

- Project Management
- Project Planning
- Feasibility Studies
- Engineering Analysis
- Provision of Construction Cost Opinions and Data
- Technical Reports
- Engineering Design
- Permitting and Regulatory Agency Coordination
- Construction Management and Oversight
- Easement Acquisition
- Other engineering services may be added at the discretion of the OWNER, under the terms of this AGREEMENT

The ENGINEER will work with the OWNER to coordinate and integrate the overall management; planning; analysis; engineering design; consulting; and construction review for each project. In general, the ENGINEER will oversee project management and planning, scope of work development, work progress monitoring, project schedule maintenance, engineering design, construction review, and project cost control, as well as address additional design related tasks specifically requested by the OWNER.

The ENGINEER will prepare and submit a TASK ORDER FORM (TOF) to be executed between the OWNER and the ENGINEER for each specific work element, project, report, study, task, etc. (unless directed otherwise by the OWNER), which will specify the scope of services, schedule, and fee arrangement. Each TOF will reference this AGREEMENT and be an amendment to this AGREEMENT. The OWNER has the option to direct the ENGINEER to utilize an alternative method to the TOF (as warranted by the work task requested) including memo, email or other similar and acceptable documentation method.

OWNER and ENGINEER, in consideration of their mutual covenants herein, agree in respect of the performance of professional engineering and management services by ENGINEER and the payment for those services by OWNER as set forth below.

1.0 SECTION 1 – GENERAL PROJECT MANAGEMENT AND CONSULTING ENGINEERING SERVICES

- 1.1 Description.** ENGINEER shall provide professional services to the OWNER in the form of project management and consulting engineering services, from time to time, as requested by OWNER. These services will be provided on a formal (written) or informal (verbal) basis as determined by the circumstances and the wishes of the OWNER. Examples of General Project Management and Consulting Engineering Services would include, but not be limited to, the following:
- 1.1.1 Review of existing system data and providing of advice pertaining to City operations, planning, expansion, repair or other matters that may be of concern to OWNER.
 - 1.1.2 Serve as consulting engineer on behalf of the OWNER to various subconsultants as it relates to project planning, scope of work development, work progress oversight, project QA/QC, budget review/management, schedule and construction oversight.
 - 1.1.3 Preparation of engineering studies, alternative evaluations, surveys, reports, cost estimates, financial analysis, or other engineering documents specifically requested by OWNER.
 - 1.1.4 Serve as engineering liaison for the OWNER to various local, state and federal agencies that may have jurisdiction over certain aspects of OWNER's operations.
 - 1.1.5 Provide other engineering related services as may be requested and authorized by the OWNER.

2.0 SECTION 2 – BASIC ENGINEERING SERVICES

- 2.1 Basic Engineering Services.** Include those services normally associated with project management, engineering analysis and engineering design for stormwater management related projects, or other projects stipulated by the OWNER. Engineering services will typically include, but not be limited, to the following.
- 2.2 Preliminary Design and Planning Phase.** The ENGINEER shall:
- 2.2.1 In consultation with OWNER, and on the basis of the available Preliminary Study information, define the project specific objectives, scope of work, schedule, and preliminary budget for projects requested by the OWNER.
 - 2.2.2 Advise OWNER if additional data or supplemental professional services of the types described in this AGREEMENT are necessary, and procure the necessary services, subject to the approval of owner.
 - 2.2.3 Prepare preliminary design documents consisting of the following: design criteria, cost estimate information, preliminary drawings, project scope of work development, design

schedule and written description of the project.

- 2.2.4 Provide coordination, permitting, and managerial assistance to the OWNER regarding utility relocation, easements, etc. as specifically requested by the OWNER.

2.3 Comprehensive Design Phase. The ENGINEER shall:

- 2.3.1 Perform engineering surveys of the construction site to determine horizontal and vertical site data including topography, relevant site elevation data, locations and measurements of existing site conditions that could affect the project.
- 2.3.2 Represent the OWNER at public hearings and City meetings with applicable regulatory agencies and/or City Council and City Staff.
- 2.3.3 Preparation of detailed design plans, specifications, documents (a.k.a. Contract Documents/Bidding Documents) and engineering cost estimates for the project.
- 2.3.4 Oversee the work efforts of the subconsultants as it relates to the overall project objectives, schedule and budget. Technical accuracy and design quality will be the responsibility of the subconsultant unless otherwise stipulated in their contract with the ENGINEER.
- 2.3.5 Advise OWNER of potential adjustments as it relates to total project costs resulting from changes in project scope, extent, character, or design requirements of the project or construction costs.
- 2.3.6 Furnish copies of design plans, specifications and documents for approval by the OWNER, his representatives, and applicable regulatory authorities.

2.4 Pre-Construction Phase. The ENGINEER shall:

- 2.4.1 Pre-qualify, when possible, contractors for bidding the various projects.
- 2.4.2 Assist OWNER in advertising for and obtaining bids or negotiating contracts for each construction project, and maintain a record of prospective bidders to whom Construction Documents/Bidding Documents have been issued, attend pre-bid conferences and issue Construction Documents/Bidding Documents.
- 2.4.3 Issue addenda appropriate to interpret, clarify or expand the Construction Documents/Bidding Documents.
- 2.4.4 Consult with OWNER concerning, and determine, the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Construction Documents/Bidding Documents.
- 2.4.5 Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating

bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services. ENGINEER will verify that the contractor's insurance and bonding capabilities meet the OWNER's requirements.

2.5 Construction Phase Services. The ENGINEER shall:

2.5.1 ENGINEER will arrange a pre-construction conference with the successful bidder to discuss administrative issues associated with the project; establish site safety procedures (where applicable); address project logistics; establish lines of communication; and address other applicable issues as necessary in the interest of construction QA/QC and safety.

2.5.2 ENGINEER will review the CONTRACTOR's work schedule to ensure general conformance with preliminary schedules developed by the OWNER and ENGINEER. Appropriate modifications will be recommended to CONTRACTOR in an effort to ensure efficiency in the construction process. ENGINEER will notify the OWNER if significant discrepancies exist in the CONTRACTOR's schedule as compared to the agreed upon construction schedule with the applicable parties.

2.5.3 ENGINEER shall serve as the OWNER's representative with duties and limitations of responsibility and authority as stated in the general conditions of construction Contract Documents.

2.5.4 ENGINEER shall visit the site at regular intervals appropriate to the various stages of construction to observe progress and quality of the CONTRACTOR's work, and shall keep OWNER informed of same.

2.6 Interpretations and Clarifications. ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents/Bidding Documents and in connection therewith prepare work change directives and process CONTRACTOR's change orders as required.

2.7 Shop Drawings. ENGINEER shall review cut sheets, submittals, shop drawings and other relevant data. ENGINEER shall review shop drawings and other data which CONTRACTOR(s) are required to submit, but only for conformance with the design concept of the project and compliance with the information given in the design plans, specifications and documents. ENGINEER will review and approve CONTRACTOR's shop drawings and provide approved copy of drawing to the OWNER prior to CONTRACTOR notification.

2.8 Schedule Monitoring. ENGINEER will review and update CONTRACTOR(s) schedule(s) to monitor construction progress and to assist the CONTRACTOR in identifying potential "work arounds" to make up for work delays, change orders, etc. Updated schedules will be provided to the OWNER as necessary unless agreed otherwise.

2.9 Applications for Payment. ENGINEER will review CONTRACTOR's applications for

periodic payment to verify that amounts requested by the CONTRACTOR agree with actual progress of the work. Approved applications will be submitted to the OWNER for payment.

- 2.10 **Correspondence.** ENGINEER will distribute and maintain project correspondence and documents throughout the construction phase. Schedules for project deliverables will be established and adhered to in order to maintain the overall project schedule(s).
- 2.11 **Contract Closeout.** ENGINEER shall conduct a review of each project phase to determine if the work is substantially complete and a final review of each project phase will be performed to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to CONTRACTOR and may give written notice to OWNER and the CONTRACTOR that the work is acceptable (subject to any conditions therein expressed).

3.0 SECTION 3 – SUPPLEMENTAL SERVICES

- 3.1 The services listed in this section will be provided to supplement the services outlined in the previous sections. If authorized by the OWNER, ENGINEER will furnish (or utilize the services of subconsultants/subcontractors as necessary) these services under the terms of this AGREEMENT.
- 3.2 Examples of Supplemental Services include, but are not necessarily limited to, the following:
 - a) Geotechnical Engineering and Related Services.
 - b) Surveying (i.e. construction staking, property boundary, topographic surveys, easement plats, etc.).
 - c) Environmental Engineering and Assessment Services. (i.e. environmental impact studies, Phase I and Phase II Assessments, etc.).
 - d) Hydrogeology and Geology.
 - e) Geographical Positioning Systems (GPS) Mapping and Geographical Information Systems (GIS).
 - f) Supplemental or Extended Services, made necessary by (1) work damaged by fire or other cause during construction, (2) prolongation of the construction contract period, and (3) default by the Contractor.
 - g) Services resulting from significant changes in extent of the project or revision of previously accepted concepts, reports, design plans, specifications or documents when such revisions are due to causes beyond control of ENGINEER.

- h) Transportation Engineering (i.e. road design, R/W acquisition, traffic analysis, etc.)
- i) Resident Inspection for Construction.
- j) Preparation of As-built Drawings, unless required by a specific project TOF.

4.0 SECTION 4 – FEES AND PAYMENTS TO ENGINEER

- 4.1 For general consulting engineering services as outlined in this AGREEMENT, OWNER shall pay ENGINEER the fee documented in the project specific Task Order Forms (TOFs). It is anticipated that professional services will be performed and reimbursed on payment terms agreeable to both parties (i.e. lump sum, hourly, etc.). The proposed unit rates identified for this AGREEMENT are broken out by labor category and are included as ATTACHMENT “A”. Any unique unit rates or costs related to outside subconsultants contracted to the ENGINEER to provide specialized services for specific work tasks will be included in the project specific TOFs. It will be the responsibility of the ENGINEER to periodically update the OWNER regarding incurred fees for the various projects executed under this AGREEMENT as it relates to an estimated project budget in the event that a budget revision is warranted by the work effort undertaken, or anticipated, by the ENGINEER and as agreed to by the OWNER. ENGINEER and OWNER will also periodically review project progress and schedules to ensure timely completion of work.
- 4.2 The labor category unit rates are included in ATTACHMENT “A” and apply to those employees of the ENGINEER who are engaged in providing professional services under this AGREEMENT. In addition to the customary overhead items, the following costs are specifically defined as an overhead charge and there shall be no additional charge for these costs: telephone charges, computer expenses, use of company vehicles, in-house reproduction, photocopying, and routine expendable/office supplies. Direct expenses (including subconsultants hired by the ENGINEER) will be invoiced at cost plus 10% to the OWNER. The ENGINEER stipulates that the labor category billing rates may be revised on an annual basis in December of each year that this Agreement is in effect to account for salary adjustments. The OWNER reserves the right to review the proposed annual billing rate adjustments for approval prior to implementation by the ENGINEER.
- 4.3 ENGINEER shall submit monthly invoices to OWNER in a format acceptable by the OWNER. OWNER shall endeavor to make payment to ENGINEER within thirty days from receipt of invoice.

5.0 SECTION 5 – OWNER’S RESPONSIBILITIES

5.1 OWNER shall:

- 5.1.1 Allow the ENGINEER to have reasonable access to the site for activities necessary for the performance of the services. If reasonable access is not provided and consequently the ENGINEER is denied or delayed in performing their services, the associated fees and costs may be viewed in their entirety as a reimbursable expense.
- 5.1.2 Promptly furnish to ENGINEER the information requested by ENGINEER needed for rendering of services hereunder. The OWNER shall provide to the ENGINEER all such information as is available to the OWNER and the OWNER’s consultants and contractors, and the ENGINEER shall be entitled to rely upon the accuracy and completeness thereof. The OWNER recognizes that it is impossible for the ENGINEER to assure the accuracy, completeness and sufficiency of information provided to ENGINEER by OWNER .
- 5.1.3 Assist ENGINEER by placing at his disposal all available information pertinent to the project including previous reports and any other data relative to design or construction of the project.
- 5.1.4 Designate a person (or persons) to act as OWNER’s representative(s) with respect to the services to be rendered under this AGREEMENT. Such person(s) shall have complete authority to transmit instructions, receive information, interpret and define OWNER’s policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER’s services.

6.0 SECTION 6 – ENGINEER’S RESPONSIBILITIES

- 6.1 **Project Management and Design.** The ENGINEER shall manage and design the work in strict compliance with all applicable laws and in strict compliance with all applicable codes. All plans and specifications shall bear the signature and seal of the ENGINEER, which shall be prima facie evidence that the ENGINEER has exercised the degree of skill and professional competence required of professional engineers licensed in the State of Georgia and that the ENGINEER has not practiced beyond the limits of his field of specialty or expertise.
- 6.2 **Standard Professional Services.** The ENGINEER by the execution of this AGREEMENT contracts that he is possessed of that degree of care, learning, skill and ability which is ordinarily possessed by other members of his profession and further contracts that in the performance of the duties herein set forth he will exercise such degree of care, learning, skill and ability as is ordinarily employed by professional engineers licensed to practice in the State of Georgia under similar conditions and like circumstances and shall perform such duties without neglect, and shall not be liable

except for failure to exercise such degree of care, learning, skill and ability. Any other provision of this AGREEMENT to the contrary notwithstanding, the ENGINEER shall not receive any fee on account of increases in cost resulting from change orders necessitated by errors or oversights of the ENGINEER.

- 6.3 **Professional Liability Insurance.** Simultaneous with the execution of this AGREEMENT, and prior to the provision of any professional services by the ENGINEER, and during the entire term of this AGREEMENT, including future renewals thereof, the ENGINEER shall maintain in full force and effect a policy of professional liability insurance from a company authorized to do business in the State of Georgia in limits of \$1,000,000 each claim, \$2,000,000/year aggregate, with \$25,000 per claim deductible. The ENGINEER represents, warrants and covenants that in the event a claim is filed against such policy, the ENGINEER has sufficient unencumbered assets and financial standing to pay in full the maximum deductible per claim. If requested, the ENGINEER shall furnish evidence of said coverage to OWNER in the form of a certificate from the issuing insurance company that the policy is in good standing. If two or more claims are made by ENGINEER against said coverage, at any time relevant to this AGREEMENT, notice of such fact shall be furnished to OWNER in writing, which event shall furnish OWNER the option to terminate this AGREEMENT. As further condition, said policy shall not be canceled, changed, allowed to lapse or allowed to expire until ten (10) days after written notice is given by ENGINEER to OWNER, via certified mail, return receipt requested. ENGINEER shall at all times during the terms of this AGREEMENT, including for four (4) years after the expiration or termination of the AGREEMENT for any reason, maintain continuity of coverage described herein against any liability directly or indirectly resulting from ENGINEER or its employees or its subconsultant's duties in connection with this AGREEMENT, or other acts or omissions of ENGINEER or its respective employees or agents occurring in whole or in part during the term of this AGREEMENT. ENGINEER shall procure continuity coverage by obtaining subsequent policies which have a retroactive date of coverage equal to the effective date of this AGREEMENT or by obtaining an extended recording endorsement with coverages consistent with those described herein.
- 6.4 **Personal Services.** In contemplation that engineering services are personal, the ENGINEER agrees that no change in the business organization of the ENGINEER under which the firm shall perform shall be made during the AGREEMENT term, unless prompt written notice to the OWNER is given, which event shall afford the OWNER the option to terminate this AGREEMENT.
- 6.5 **Approval of Bonds by Bidders.** Inasmuch as the ENGINEER will provide assistance to the OWNER in the bidding and negotiating of water & sewer and public works contracts, for which the successful contractor must present payment and performance bonds as a condition of the award of such contracts, it shall be the duty of the ENGINEER to verify that the Surety for Contractor's Bonds meets the criteria contained in the General Conditions of the Contract Documents (listed on Federal Register Circular 570) and licensed and in good standing with Insurance Commission of the State of Georgia.

- 6.6 **Compliance with Equal Employment Opportunity Laws and Americans with Disabilities Act.** As a condition for entry of this AGREEMENT, the ENGINEER represents, warrants and covenants that at the time of entry of this AGREEMENT, and during the term thereof, the ENGINEER shall observe and comply with all applicable laws governing equal employment opportunities, including the employment of persons with disabilities, as defined by the Americans with Disabilities Act of 1991. Furthermore, the ENGINEER shall maintain a drug free workplace as required by Georgia law during the term of this AGREEMENT.

7.0 SECTION 7 – GENERAL CONSIDERATIONS

- 7.1 **Commencement.** This AGREEMENT will take effect upon delivery of executed AGREEMENT to both parties.
- 7.2 **Term of AGREEMENT.** The initial term of this AGREEMENT shall be from the date of execution by all parties to and including December 31, 2003. Thereafter, unless either party provides at least 30 days prior written notice to the contrary, the AGREEMENT shall automatically renew for increments of one year beginning on January 1 and ending on December 31 of each such year. Either party, upon giving 30 days written notice, may terminate this AGREEMENT at any time without cause. Termination of this AGREEMENT by either party shall not impair or affect whatever rights, including payment for services performed prior to termination either party may have under this AGREEMENT.
- 7.3 **Authorized Representative.** ENGINEER shall designate a person (or persons) to act as ENGINEER's representative(s) with respect to the services to be rendered under this AGREEMENT. Such person(s) shall have complete authority to transmit instructions, receive information, interpret and define ENGINEER's policies and decisions with respect to materials, equipment, elements and systems pertinent to this AGREEMENT.
- 7.4 **Successors and Assigns.**
- 7.4.1 OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators, assigns and legal representatives of each are bound, to the other party to this AGREEMENT and to the partners, successors, executors administrators, assigns and legal representatives of such other party, in respect to all covenants, AGREEMENTs and obligations of this AGREEMENT.
- 7.4.2 Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other.
- 7.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

- 7.5 **Indemnification.** The ENGINEER shall indemnify and hold harmless the OWNER and all of its personnel from and against any claims, damages, loss and expenses (including attorney's fees) arising out of or resulting from the performance of the services under this AGREEMENT, provided that any such claim, damage, loss or expense is solely caused by the negligent act or omission of the ENGINEER, its employees or agents
- 7.6 **Re-use of Documents.** All documents including design plans, specifications and documents prepared by ENGINEER pursuant to this AGREEMENT are instruments of service with respect to the specific project and/or this AGREEMENT. They are not intended or represented to be suitable for re-use by OWNER or others on extensions of the project or on any other project. Therefore, any other use or distribution of said documents without the written consent of ENGINEER is prohibited.
- 7.7 **Controlling Law.** This AGREEMENT is to be governed by the laws of the State of Georgia. The parties hereby agree and stipulate this AGREEMENT was made and entered into in City of Fayetteville, Georgia, which shall be appropriate venue for any action brought relating thereto.
- 7.8 **Severability and Reformation.** Any provision or part thereof of this AGREEMENT held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.
- 7.10 **Betterment.** If, due to the ENGINEER's omission, any required item or component of the project is omitted from the ENGINEER's construction documents, the ENGINEER shall be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project. In no event will the ENGINEER be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.
- 7.11 **Risk Allocation.** In recognition of the relative risks, rewards and benefits of the project to both the OWNER and the ENGINEER, the risks have been allocated such that the ENGINEER and the OWNER agree that, to the fullest extent permitted by the law, each party's total aggregate liability to the one another and their respective contractors, subcontractors, consultants and other parties with legal standing to file claims resulting from any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this AGREEMENT from any cause or causes, shall not exceed \$50,000 or the total fee for a project specific TOF performed under the this AGREEMENT, whichever is less. Such causes include, but are not limited to, the ENGINEER's or OWNER'S negligence, errors, omissions, strict liability, breach of contract or breach of warranty.
- 7.12 **Discovery of Hazardous Materials.** Hazardous materials may exist on the site on which work will be performed by the ENGINEER under this agreement. The OWNER acknowledges that the ENGINEER's scope of services for this project does not include

any services related to the identification, removal or abatement of hazardous wastes. The ENGINEER and the OWNER agree that the discovery of hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. The ENGINEER and the OWNER also agree that the discovery of hazardous materials may make it necessary for the ENGINEER to take immediate measures to protect human health and safety, and/or the environment. The ENGINEER agrees to notify the OWNER as soon as practically possible should hazardous materials or suspected hazardous materials be encountered. The OWNER authorizes the ENGINEER to take any and all emergency measures that in the ENGINEER's professional opinion are justified to preserve and protect the health and safety of the ENGINEER's personnel and the public, and/or the environment, and the OWNER agrees to compensate the ENGINEER for the additional cost of such work.

- 7.13 **Site Operations.** The ENGINEER field personnel will avoid hazards or utilities which are visible to them at the site. If the ENGINEER is given data in writing that reveals the presence or potential presence of underground or overground obstructions, such as utilities, the ENGINEER will give special instructions to their field personnel. The ENGINEER will conduct the research that in its professional opinion is necessary to locate utility lines and other objects that may exist beneath the site's surface. The OWNER recognizes that the ENGINEER's research may not identify all subsurface utility lines and man-made objects, and that the information upon which the ENGINEER relies may contain errors or may not be complete. The ENGINEER is not responsible for any damage or loss due to undisclosed or unknown surface or subsurface conditions. For example, evaluations of existing buildings require that certain assumptions be made regarding existing conditions, many of which cannot be viewed by reasonable visual observation. The OWNER understands that actual field conditions may subsequently be found to vary from design assumptions which in turn may alter or increase the scope of the design and/or construction services.

This AGREEMENT (consisting of thirteen (13) pages) constitutes the entire AGREEMENT between OWNER and ENGINEER and supersedes all prior written or oral understandings between them in respect of the subject matter covered hereby.

The attached documents and those incorporated herein constitute the entire AGREEMENT between the parties and cannot be changed except by a written instrument signed by an authorized agent of both parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT as of the day and year first above written.

OWNER:

ENGINEER:

City of Peachtree City, Georgia

Integrated Science & Engineering, Inc.

By:

By:

Attest:

Attest:

ATTACHMENT A**UNIT RATES – 2003 BILLING RATES**

Integrated Science & Engineering, Inc.

Basic Service Rates

Principal	\$135.00/hour
Senior Consultant	\$125.00/hour
Senior Engineer	\$110.00/hour
Project Manager	\$90.00/hour
Project Engineer III	\$95.00/hour
Project Engineer II	\$85.00/hour
Project Engineer I	\$75.00/hour
Staff Engineer II	\$65.00/hour
Staff Engineer I	\$55.00/hour
Environmental Scientist	\$65.00/hour
Senior Planner/Landscape Architect	\$80.00/hour
Planner/Landscape Architect II	\$70.00/hour
Planner/Landscape Architect I	\$60.00/hour
Senior Land Surveyor	\$95.00/hour
Land Surveyor	\$70.00/hour
Survey Crew (3 person)	\$130.00/hour
Survey Crew (2 person)	\$98.00/hour
Senior Engineering Technician	\$65.00/hour
Engineering Technician II	\$55.00/hour
Engineering Technician I	\$45.00/hour
Field Technician	\$35.00/hour

Special Service Rates

Information Technology (IT) Technician	\$85.00/hour
Public Relations Specialist	\$70.00/hour
Public Relations Assistant	\$55.00/hour
Senior Administrative Assistant	\$60.00/hour
Administrative Assistant	\$45.00/hour
Clerical	\$35.00/hour
Subconsultants and Outside Expenses	Cost + 15%

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Colin Halterman, Interim City Manager *CH*

FROM: Paul Salvatore, Director of Financial Services *P.S.*
~~Stony Lohr, Fire Chief~~ *SL*

DATE: April 23, 2003

SUBJECT: Mosquito Control/Health Department

Since the outbreak of the West Nile virus, the city has been purchasing and distributing a mosquito larvicide (Altosid 150 day briquettes) to help slow the spread of the disease. Since the inception of this program, approximately \$2,600 has been appropriated from the Self-Insurance Fund to purchase these supplies. The Fire Chief, who has administered this program, is currently requesting an additional \$2,040 to purchase three more cases of the product.

Due to the elimination of the Self-Insurance Fund (GASB 34) and the implementation of state-mandated reporting structures, this expense should be properly recorded under a 'Health' department, for which there is a specific department code, as well as a line item expense code for 'mosquito control'. Since this creates a new 'legal level of control' for which staff does not have budgetary authorization to charge to, staff is requesting that Council authorize the establishment of a city 'Health' department, and appropriate \$2,500 from the Council Contingency Fund to establish a budget for the requested supplies. Staff has already contacted the Fayette County Department of Health and verified that they do not supply such materials or services for cities.

Should Council wish to continue this, or establish other health related programs within the city in the future, appropriations for this department could be established during the budgetary process. If this allocation is approved, the Council Contingency Fund balance will be reduced to \$19,500 (not including the \$8,625 still available for not-for-profit organizations).

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members
VIA: Interim City Manager 
FROM: Deputy City Clerk 
DATE: April 25, 2003
SUBJECT: City Manager – Announcement of Finalists and Release of Information

This matter was placed on the agenda so the City can announce the persons under consideration for the position of City Manager whom the City has determined to be the best qualified for the position and from among whom the City intends to fill the position. The names of these candidates, along with all documents that came into the City's possession, will be released at the meeting. Those candidates who have declined to be considered further for the position will not be disclosed in accordance with the Georgia Open Records Act.

This announcement and release of information will place the city in compliance with state law and allow Council to take a final vote on the appointment at the May 15, 2003, meeting.

/bt