City Council of Peachtree City
Agenda
April 17, 2008
7:00 p.m.

I. Call to Order

II. Pledge of Allegiance

III. Announcements, Awards, Special Recognition
Remind Attendees to Turn Off Cell Phones
Recognize Employee of the Month – Gary Meyer
Presentation to CERT by the Kiwanis Club of Peachtree City

IV. Public Comment

V. Agenda Changes

VI. Minutes
March 6, 2008, Regular Meeting Minutes
April 2, 2008, Special Called Meeting Minutes
April 3, 2008, Regular Meeting Minutes

VII. Consent Agenda

VIII. Old Agenda Items

03-08-03(c)	Consider Non Profit Funding Request – Fayette Senior Services
03-08-03(d)	Consider Non Profit Funding Request – Honor Flight (TENTATIVE)
03-08-07	Consider Rezoning, GC to LUC-21, Wisdom Road (Fairfield Inn)

IX. New Agenda Items

04-08-06	Swearing in of Police Chief
04-08-07	Public Hearing – Consider Variance to Rear Setback, 147 Long Leaf
04-08-08	Presentation of the 2007 Financial Statements
04-08-09	Consider Acceptance of Bridge Donation (Picnic Park to Drake Field)
04-08-10	Consider Accepting GEMA Grant Relative to Storm Water Alterations for Tinsley Mill Village
04-08-11	Consider Approval of Task Order for Design and Permitting for Tinsley Mill
04-08-12	Alcohol License – NEW – Piazza Fine Wines, Beer & Spirits
04-08-13	Alcohol License – NEW – Sundried Tomato (The Fred)
04-08-14	Consider Intergovernmental Agreement for WASA – Re-use water on Sports Fields
04-08-15	Consider Contract – EMS Billing
04-08-16	Consider Acceptance & Utilization Agreement for SR 54 Landscape Enhancements (Phase 4) TEA-21 Grant
04-08-17	Consider Motorola Agreement for 911 Radio Reconfiguration
04-08-18	Consider Insurance Broker Services Contract
04-08-19	Consider FY 2008 Budget Amendments

X. Council/Staff Topics

XI. Executive Session

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

City Council of Peachtree City
Minutes of Meeting
March 6, 2008
7:00 p.m.

The City Council of Peachtree City met Thursday, March 6, 2008, in the City Hall Council Chambers. Mayor Logsdon called the meeting to order at 7:00 p.m. Other Council Members present: Steve Boone, Don Haddix, Cyndi Plunkett, and Doug Sturbaum.

Announcements, Awards, Special Recognitions

Mayor Logsdon proclaimed March 16 – March 22 as DeMolay Week in the City. Logsdon proclaimed March 2008 as Share the Road Awareness Month and recognized that City bicyclists would participate in the Metro Atlanta Mayors' Association of Georgia Ride on March 11.

Public Comment

Melvin Ewing requested to speak for seven minutes instead of two, citing "Roberts Rules of Order." Mayor Logsdon denied his request, as Ewing had the opportunity to request to be heard on a regular agenda and declined. Ewing read a statement regarding information requests and the necessary qualifications for the stormwater manager position.

Lynda Wojcik commented on the possible closure of the Clover Reach pool, the Recreation Department budget, and the percentage of funds split with instructors for recreational classes.

Charles Vicari spoke about the Police Department building and his concerns about fixing the existing building. Vicari stated that the building was not worth the extra money it would cost to fix, and the matter should be put to the people for a vote.

Al Yougel addressed the issue of stormwater bills and private streets. Yougel said there should be a tax break or stormwater credit for owners of private streets.

Agenda Changes

There were no changes.

Minutes

Plunkett moved to approve the February 7, 2008, regular meeting minutes; the February 13, 2008, special called meeting minutes; and the February 23, 2008, special called meeting minutes as written. Sturbaum seconded. The motion carried unanimously.

Monthly Reports

The monthly reports were accepted as presented.

Consent Agenda

1. **Consider Bids – SUV Accessories & Patrol Unit Accessories for Police Department**
2. **Consider Appointments to the Development Authority of Peachtree City**
3. **Consider Addendum to Intergovernmental Agreement with WASA**

Logsdon introduced two appointees for the Development Authority, Mark Hollums and Markus Schwab. Plunkett moved to approve the Consent Agenda. Boone seconded. The motion carried unanimously.

<u>Old Agenda Items</u>

02-08-18 Discussion/Consideration of Repair of Police Department Building

City Engineer Dave Borkowski summarized options five (purchase and renovation of the current rental facility), six (purchase and renovation of the current rental facility and conversion of the existing Police Department building into a recycling center), and seven [repair of the existing building and building phase one of the recycling center on the adjacent Water and Sewerage Authority (WASA) property] for Council.

Borkowski also updated land value costs on two sites considered for the building of a new facility (options two and three discussed at the February 6 workshop). According to information provided by Pathway Communities, one site that was approximately 6.6 acres in size would cost $60,000 per acre ($396,000), and another 6.5-acre site cost $75,000 per acre ($487,500).

Borkowski reviewed the purchase of the current lease space and renovation to a permanent facility. Borkowski, architect Jim Porter of Leo Daly, and representatives from the Police Department toured the rental facility on February 29. The facility, located at 2011 Commerce Drive, was on a two-acre site. The building totaled 19,300 square feet. The Police Department was currently leasing only 12,100 square feet, but would need to occupy the entire building as a permanent facility for parking space and other reasons.

Based on the visit, costs were estimated to be approximately $772,000 to renovate the building to meet the minimum needs, with a purchase price at approximately $4.1 million for the land and building. The estimate included architectural, design, and engineering costs, as well as other miscellaneous costs. Borkowski noted the prepayment penalties and breakage fees for the Bricks & Mortar loan on the existing Police Building would be approximately $1.3 million, with credits of about $1.5 million for a total cost of approximately $5.2 million for option five. Borkowski gave a timeline of four months to acquire the property and six months for construction. He added that the total cost did not include repairs to the HVAC system or the roof, noting that they had been unable to go up on the roof to assess the condition of the 1998 system. The cost of an emergency generator and wiring would need to be added.

Borkowski mentioned that the four other tenants in the building would need to have their leases bought out, and some of those leases were not going to expire until 2016. There could also be some potential environmental clean-up costs for the dry cleaning business that was currently in the building, as well as the installation of security doors, drywall and insulation issues that could occur during renovation, and some potential drainage improvements at the rear of the building. Borkowski commented that the assumption would be that the Police Department would be able to stay in the building during renovation and continue to use the obstacle course on Highway 74. The site would need to be secured by a 16-foot fence around the rear and sides of the building. Borkowski said a variance would be required for the fence, or a wall could be used, which could significantly increase the cost estimate.

Borkowski presented the sixth option, the purchase and renovation of the space currently leased and demolishing the existing building on Highway 74 and converting the land to the recycling center. The cost estimate would be basic usage of the land. Existing containers from current recycling center would be reused. The site was approximately 2.4 acres, which was less than the existing recycling center, with the desired size being eight acres. The obstacle course was noted as part of the reason why the size of the land was relatively small. The added cost for the demolition and disposal of the building, along with the prepayment penalties to payoff of the Bricks & Mortar loan, would make this option about $6.9 million.

Borkowski reviewed the seventh option of repairing the existing building on Highway 74 and building phase one of the recycling center. Repair of the building would cost about $538,000. The architecture fees, engineering, site improvements, and the purchase of the approximately 13 acres of land currently owned by WASA was approximately $500,000. Additionally, the design and construction of the recycling center with a separate paved road would bring the total cost to approximately $1.8 million.

Haddix said that some numbers were omitted that had been presented at Retreat. Haddix reviewed some of the figures and noted some differences that seemed huge. Plunkett requested that Haddix write out these figures and send them to Mayor and Council for their review, as the numbers were presented too quickly to keep up. McMullen said Leo Daly had provided numbers for the presentation, but Plunkett felt that they were not comparing apples to apples and would need more time to digest the information. Logsdon requested that Haddix provide an analysis for their comparison. Plunkett questioned whether $215 per square foot was a reasonable cost for commercial real estate. McMullen commented that there had been three or four real estate agencies that had reported those costs.

No action was taken on the item.

New Agenda Items

03-08-01 Public Hearing – Comprehensive Revenue Analysis

Financial Services Director Paul Salvatore noted that City policy was to have a comprehensive revenue analysis done every three years, with each department reviewing their fees and charges. Salvatore said staff conducted a survey of other class "B" cities in Georgia, as well as surrounding communities in the Southern Crescent region, comparing revenues and making recommendations for any changes. Salvatore said the timing coincided with the budget process.

Acting Administrative Services Director/City Clerk Betsy Tyler presented information compiled for Administrative Services. Tyler noted that three types of revenue were reviewed; the first and largest was Occupational Taxes. Tyler said that the City collected Occupational Taxes based on a per employee rate, while some other cities in the comparison, like Fayetteville, used gross receipts. Tyler commented that 11 of the 17 cities in the survey used a per employee rate as the only means to collect the Occupational Tax. Tyler said gross receipts could generate more tax dollars, but would result in more staff time and paperwork, and some private information from local businesses would have to be protected. Tyler recommended that the maximum tax of $5,000 increase to $6,000 in 2009, $7,000 in 2010, and $8,000 in 2011. Tyler also recommended that the per employee tax rate change from $17.50 per person to $18.50 per person, noting that the majority of businesses, approximately 75%, would not have any increase in their tax. Tyler continued that staff collected a $20 administrative fee for each business in addition to the per employee tax payment. She proposed that businesses exempt from the occupational tax that wanted to be included in the website listing pay the $20 administrative fee to be included on the list. Tyler recommended this fee be implemented immediately. Plunkett questioned whether businesses and non-profit organizations knew the City was considering the increases. Tyler stated that the general public was informed only through the advertisement of the public hearing. Tyler noted that the second type of revenue was from Alcohol Licenses fees, which had been modified in 2007; no changes were recommended at this time. The third type of revenue was the fines collected from the Municipal Court, and Judge Stephen Ott had implemented several fine increases that would be effective April 1, 2008.

Acting Police Chief Major Mike Dupree presented the findings of his staff's comparison to 14 class "B" cities, as well as five cities in the Southern Crescent area. Dupree noted that five categories for revenue were compared: fingerprinting, solicitor permit fees, report copying, alcohol permit processing, and record exspoungement. After the data was analyzed, the department was equal or slightly greater than the other class "B" cities. Dupree noted that four of the cities did not provide service for solicitor permits, and two other cities provided the service free of charge. Of the other cities, the average cost was lower than the City's. Dupree said staff recommended the fee be changed to a $25 processing fee for the first day and $10 per day for up to six days within the same week.

Salvatore noted that Council had addressed Fire Department and EMS fees at the last Council meeting and introduced John Dailey, Fire Marshal. Dailey noted that few departments charged any fees for the Fire Marshal's office, but the City's Fire Department was in line with the State Fire Marshal's office, particularly with fees charged during building permit review, charging $0.015 per square foot. Dailey proposed to stay with the fee, with a minimum of $100 per permit, but to eliminate the $500 maximum. Dailey said that, on larger projects, there could be numerous follow-up inspections, and the $500 maximum did not cover the time and manpower utilized. Dailey noted that currently there was no charge for construction site inspection, but proposed a $100 fee for a second inspection and a $150 fee for a third inspection. Dailey commented that Building Official Tom Carty was considering dropping some of the fees associated with sprinkler contractors, as the fire sprinkler requirement was under review. Dailey proposed that the current fee for sprinklers be increased to $100 from $50 and apologized that this was an additional item. He requested that the changes be implemented immediately. Plunkett asked how big a building like Cooper Lighting was, and what the charge would be for them. Staff said the facility was approximately 500,000 square feet, resulting in a fee change from $500 to $7,500. Plunkett felt this was a significant change. Logsdon asked if the fees were in line with the other cities. Dailey confirmed that they were, including the State Fire Marshal's Office, but some places, even Fayette County, were significantly higher. Sturbaum noted that Fayette County charged $0.10 per square foot. Logsdon confirmed that this would be for new construction.

Leisure Services Director Randy Gaddo stated that the last time they had compared class "B" cities was in 2004. Gaddo said it was difficult to compare apples to apples, as cities had different amenities in facilities, but that the City's fees were pretty much in line with others. Gaddo noted that the staff recommended adding reasonable fees for civic organizations, schools or church groups renting facilities, to be effective June 1, 2008, to allow the groups time to adjust to the charges. Gaddo said any group that was currently renting at no charge would be exempted one time. Gaddo estimated approximately $12,000 to $15,000 annual revenue based on 2007 usage. He said the fee would not apply to those organizations that they already had agreements with, such the youth sports organizations and many organizations at The Gathering Place, since they provided programs. Gaddo stated that, if the organization wanted to have a special event outside of their program, the fees would apply. Logsdon used the girls' softball program as an example. The program could use a room at Kedron Fieldhouse for registrations without charge, but a fee would be charged for a Christmas party. Gaddo confirmed this. Gaddo stated that the staff also recommended dropping the out-of-County resident fee from 50% to 25% above the in-County resident fee. He noted that staff had originally raised the fee due to concerns that County and City residents were not able to get into programs, but this had not proven true. Instead, out-of-County residents felt the cost was too much and did not attend, and staff actually had to cancel classes for lack of participation. Gaddo noted that City residents were given first opportunity to register for classes, then County residents, and then registration opened to all to fill classes. Gaddo stated that the comparison showed pool fees were low, and staff recommended increasing the daily pool pass fee by $1.00 for ages three to 64, with no fee increase for ages zero to two and 65 and older. Gaddo anticipated approximately $15,000 in annual revenue. Gaddo also recommended increasing the family pool packets by about 9% for an anticipated $4,000 in annual revenue. The rates would remain doubled for out-of-County residents because of overcrowding in the summertime at Kedron. Gaddo asked for approval to look at the fees for The Gathering Place, noting that staff had considered charging $1.00 per person per visit, but they could not determine how to administer it. Gaddo felt they should talk to all the groups that used the facility to determine a fair way to increase revenue and have any fees take effect on January 1, 2009, to allow people to get used to the fees.

McMullen reported that Acting Developmental Services Director/City Planner David Rast was out with a family emergency last week. The reports from Developmental Services were not available and would be brought to Council at a later date.

Al Yougel, of Keep Peachtree City Beautiful, spoke regarding special consideration for non-profits to not pay administrative fees, as it was difficult for them to run their businesses with volunteers. Yougel asked that, to emphasize the impact of litter, that Gaddo determine the cost of cleaning up after tournaments and to make the public aware of the costs.

Richard Spain spoke on the issue of charging civic organizations for usage of Kedron rooms, requesting clarification on the charge of $30 per hour per room. He said their civic organization used those rooms, and that $60 for a two-hour meeting would be a burden. Plunkett asked Spain to clarify what a civic organization was, and he replied that his was the Peachtree City Civic Association, which held monthly meetings that were scheduled month to month. He said the Library limited how often a group could use their rooms, and the fee would be too much at Kedron. Logsdon asked if they could exclude the Peachtree City Civic Association, and it was noted that the fees were specific to rates for schools, churches and civic groups. Spain asked that the fee not be approved for civic groups, because schools and churches usually had their own buildings. Gaddo noted that if civic groups used the rooms on a regular basis, then staff had trouble scheduling classes and other events that would generate revenue. Gaddo said schools and churches were also approaching staff about using rooms, particularly at The Gathering Place, because their facilities were out of space or because the schools charged their groups. Spain reiterated that his group reserved space each month and did not schedule a regular day.

Linda Wojcik spoke regarding charging fees to schools, non-profits groups, or civic organizations, saying the City should support groups that are getting citizens to volunteer. Wojcik opposed the fees, and added that she was not a member of any non-profit or civic group, only her church. She said that, if schools were not available for scouting events, it would be criminal to not allow use of City facilities if they were available. Wojcik stated that the City should not charge organizations that were non-profit and based in the City. Logsdon asked Wojcik if a civic group had an event, but there was an opportunity to schedule a class, should the civic group be bumped. Wojcik asked if there was only a month's notice to start a class. Gaddo clarified that when a new class was started, it was advertised for at least three months. A group might walk in the door, see a room blocked out but no one using the room, and question the reservation. Wojcik said it should not be an issue if the room was being requested prior to the start of the class, even if on paper it was blocked out. Wojcik noted that booking the room month-to-month for non-profits still allowed classes to be scheduled. Gaddo said there were only five rooms available in City facilities, and that scheduling could be difficult, with many classes overlapping. Wojcik asked if an art class was charged these fees, and Gaddo explained that the class was charged a percentage of the registration fees. Gaddo stated that, to maintain good instructors, the City had an 80-20 split with instructors. Wojcik questioned if 5% more would cost the City instructors, and Gaddo felt it could.

Beth Pullias commented that raising the Occupational Tax was not the way to attract businesses to the City. She also felt that available rooms should be free to any group that was a City-based non-profit organization.

Phyllis Aguayo stated that civic organizations would only use the rooms when they were available, and since the rooms were in use with lights on anyway, there was no real cost to the City.

Kathleen Brewer of the Fayette Art Center asked if the City advertised for instructors, as she knew of several people that would be willing to teach classes if they were aware.

Logsdon declared the public hearing closed.

Sturbaum moved to table the item of the Comprehensive Revenue Analysis on the grounds that there was a lot of line-by-line information to review. He also noted that the building fees per square foot were a concern, as well as special interest groups. Haddix seconded the motion. Logsdon asked if the Council wanted to table the whole item or just certain portions. Plunkett said the entire issue should be tabled. She expressed concerns about Rast's presentation and wanted to give Gaddo time to gather more information about The Gathering Place and possible revenue fees. The item was tabled unanimously.

03-08-02 Present Results of Waste Services RFI

Assistant Finance Director Janet Camburn presented the results of the Waste Services Request for Information (RFI), saying staff was looking for direction from Council to pursue an exclusive franchise or a preferred provider agreement for residential waste services and recycling, or for the City to remain with the current open market system. Camburn reviewed the advantages and disadvantages of each option. She said there could be budget impacts, including franchise fees and free services offered to City facilities.

Council discussed the advantages and disadvantages, including limiting street traffic with an exclusive franchise and the ability of citizens to opt out of an exclusive franchise. Council debated the possible cost savings, whether they would depend on 100% participation and homeowners associations that requested neighborhoods to use the same provider. Haddix said that, the last time an exclusive franchise was considered, his rates increased by $12. Boone expressed concern about the staff time involved in handling customer complaints about garbage service.

Plunkett moved to direct City staff to get Requests for Proposals (RFPs) for preferred providers and exclusive franchises for waste services. Boone seconded. The motion carried unanimously.

03-08-03 Consider Non Profit Funding and Requests for FY 2009 Budget
Tyler provided information to the Mayor and Councilmembers about non-profit organizations in the area and requests for funding for their projects. Tyler stated that staff was looking for direction from the Council on the policy itself, and how City funds could be given. Tyler reviewed the three categories of non-profit organizations, which included basic needs, general needs, and school requests. She said three organizations had requested new or increased funding: Fayette Senior Services, Fayette Art Center & Gallery and Honor Flight. Logsdon clarified that the 2009 budget would be at issue, not the 2008. Tyler confirmed this. Tyler noted that the City received non-profit request funds by June 1st of each year to include in the next fiscal year's budget, and the requesting agency came back to Council after the new budget year to re-request the funding. Tyler said staff was requesting a change to the procedure that would allow the non-profit organizations to apply to Council prior to June 1. Once the requests were included in the budget and the budget was approved, the funds would be approved. Tyler said it would eliminate a double review of the funding requests by Council. Plunkett asked what services Honor Flight provided that could legally be covered by the City. City Attorney Ted Meeker said that they would have to look at that. Boone was concerned about inflation because Council had set the maximum amounts in 2003, and those funds would not purchase or provide the same goods and services in 2008. Discussion ended with the consensus that Council would like more time to discuss the issues and would table the item until a future date.

03-08-04 Consider Ordinance – Fire Sprinklers (Commercial/Industrial/Multi-family)
John Dailey reviewed the ordinance to require fire sprinklers in commercial, industrial, and multi-family buildings in new construction. Plunkett moved to approve the ordinance. Haddix seconded. The motion carried unanimously.

Council/Staff Topics
Plunkett requested an update for the completion of the CSX/Highway 54 West golf cart bridge. Borkowski did not have a firm date and was still waiting for information on the path connections. Plunkett noted that she had received approximately 30 e-mails regarding the completion of the bridge.

Boone moved to convene in executive session for pending litigation and a personnel matter at 9:03 p.m. Sturbaum seconded. The motion carried unanimously.

Plunkett moved to reconvene in regular session at 9:54 p.m. Haddix seconded. The motion carried unanimously.
There being no further business to discuss, Plunkett moved to adjourn. Boone seconded the motion. The motion carried unanimously. The meeting adjourned at 9:55 p.m.

Betsy Tyler, Acting City Clerk

Harold K. Logsdon, Mayor

Linda Morton, Recording Secretary

City of Peachtree City
Minutes of Special Called Meeting
April 2, 2008
6:30 p.m.

The City Council of Peachtree City met in a Special Called Meeting on Wednesday, April 2, 2008, at 6:30 p.m. Council Members attending were: Mayor Harold Logsdon, Steve Boone, Don Haddix, Cyndi Plunkett, and Doug Sturbaum. The purpose of the meeting was to consider a resolution regarding state action on the loss of accreditation of Clayton County schools and to hold an executive session to discuss threatened or pending litigation.

Logsdon said he had spoken with Representative Matt Ramsey earlier in the day, and Senate Bill 458 had been recommitted to the Rules Committee. He added that Ramsey believed the bill would reside there until the end of the legislative session. Boone asked if there was a possibility the bill could be resurrected during the next legislative session. Logsdon said if it did, then the process would start again. Plunkett noted that the resolution was a symbolic gesture, and Council should approve it to show Council's support of the City's legislators.

Boone moved to approve the resolution regarding state action on the loss of accreditation of Clayton County schools. Sturbaum seconded. The motion carried unanimously.

Sturbaum moved to convene in executive session for threatening or pending litigation at 6:34 p.m. Haddix seconded. The motion carried unanimously.

Plunkett moved to reconvene in regular session at 7:50 p.m. Sturbaum seconded. The motion carried unanimously.

No action was taken.

Sturbaum moved to adjourn. Plunkett seconded. The motion carried unanimously. The meeting adjourned at 7:50 p.m.

Betsy Tyler, Acting City Clerk

Harold K. Logsdon, Mayor

Pamela Dufresne, Recording Secretary

City Council of Peachtree City
Minutes of Meeting
April 3, 2008
7:00 p.m.

The City Council of Peachtree City met Thursday, April 3, 2008, in the City Hall Council Chambers. Mayor Logsdon called the meeting to order at 7:00 p.m. Other Council Members present: Steve Boone, Don Haddix, Cyndi Plunkett, and Doug Sturbaum.

Announcements, Awards, Special Recognitions
Mayor Logsdon proclaimed April as Confederate History and Heritage Month. The McIntosh High School Adopt-A-Stream Program was recognized for its ongoing efforts to improve water quality.

Public Comment
There were none.

Agenda Changes
There were no changes.

Minutes
Boone moved to approve the 2008 Retreat minutes and the March 20, 2008, regular meeting minutes as written. Sturbaum seconded. The motion carried unanimously.

Monthly Reports
Boone asked Finance Director Paul Salvatore how the revenue stream was doing. Salvatore noted that the sales tax and the associated Special Purpose Local Option Sales Tax (SPLOST) revenue were the biggest problems. The loss was still tracking in the neighborhood of 10%. He added that he and City Manager Bernard McMullen had spoken to the directors and chiefs about possible cuts in the FY 2008 budget, and he would bring the proposed budget amendments to address the shortfall to Council at the April 17 meeting.

Consent Agenda

1. **Consider Radar Permit Update for Times in School Zones**
2. **Alcohol License – Change in Licensee & License Representative – Peachtree BP, LLC**

Plunkett moved to remove Item #1 from the Consent Agenda. Boone seconded. The motion carried unanimously.

Plunkett moved to approve Item #2 on the Consent Agenda, the change in the licensee and license representative for Peachtree BP, LLC. Sturbaum seconded. The motion carried unanimously.

CA #1 – Consider Radar Permit Update for Times in School Zones
City Engineer Dave Borkowski noted that he, Public Works, and the Police Department had worked on the update, which was based on the standards in the Manual of Uniform Traffic Control Devices (MUTCD). According to the MUTCD, school zones should be established 100 feet from the property line of the school or 200 feet from the crosswalk to school. He introduced Police Sergeant Mark Brown, who was working on the Safe Routes to School program. The

work on the update began last summer and was very involved. They had looked at aerial photos, talked to the schools, and had performed an engineering study. The MUTCD specifications said the measurement should be 200 feet from the crosswalk to the school, but there was no definition for a crosswalk to school or how far the crosswalk should be from the school. Staff went to each school and looked at the City's multi-use path map to determine which paths and crosswalks fed the most students to each school. The intent was to provide a safer route to school. Borkowski showed aerial photos (a copy of the slides are included in the official meeting file) with the original school zones and the proposed extensions marked. He noted that the zones were larger and were based on engineering judgment as to what was considered a crosswalk to the school. The paths made that determination more difficult.

Plunkett asked how people would know where the school zones were. Borkowski said there would be an extensive sign program. Logsdon asked how much it would cost to install blinking yellow lights on the signs during school hours to ensure motorists were aware they were in a school zone. Borkowski said he was not sure. There were certain standards that were required for those lights. Boone felt every school area should have flashing lights. McMullen noted that Assistant City Manager/Developmental Services Director Colin Halterman had priced the cost in 2000-2001. At that point, the cost was $150,000.

Boone clarified that the reduced speed would be in effect during school hours only, and the speed limit would revert to the normal limit during non-school hours. Borkowski said the hours would be posted on the signs. Sturbaum asked if the hours were based on the school attendance times. Brown said that currently the elementary school zones had different times. The new signs would have the same hours and included the afterschool program. The current signs would be changed to a diamond-shaped yellow sign with the speed limit and hours listed. Signs would also be posted as a warning that a school zone was ahead.

Sturbaum asked if there had been any trials to determine how the changes would impact the traffic flow, and if an increase in citations was projected. Brown said that they did traffic volume studies with the SMART trailer and found that it was rare for drivers to comply with the 25 mph speed limit at any time. About 70% did not comply. Boone asked if it was a state standard to cite drivers going one mile over the speed limit in a school zone. Brown said it was, and the Department usually stuck to a reasonable standard.

Brown noted that, as for the cost of the signs, there was a plan with the Safe Routes to School program to encourage use of the path system. The standard in the MUTCD did not address the City's unique path system and trying to figure out how students walked to school was difficult. Boone expressed concern that the modified carts that traveled faster were a danger to students walking to school. Brown said there would be more officers on the path system as part of the general plan to make the paths safer.

Brown noted that all of Waterwood Bend would be included in the school zone for Booth Middle School, since there were numerous path crossings in the area used by students. He added that the Police Department also received a number of speeding complaints in that area after school was out. Plunkett suggested that the speed limit on Waterwood Bend be lowered to 25 mph all the time. Borkowski said that was an option.

Plunkett moved to accept the radar permit update with the times that were presented in the school zones and to look at changing the speed limit on Waterwood Bend all the time. Boone seconded. The motion carried unanimously.

Old Agenda Items

02-08-18 Discussion/Consideration on Repair of Police Department Building (and acquisition of Recycling Center property)

City Attorney Ted Meeker addressed Council and said that, due to ongoing discussion among various parties and the potential impact on the scope and cost of the proposed work on the building, staff requested that this matter be continued until the April 17 Council meeting. The analysis done by staff to date would not change, but there were legal issues they were trying to resolve. They should be ready by the next meeting.

Plunkett moved to continue the discussion on repair of the Police Department building based on the City Attorney's recommendation to April 17. Boone seconded. The motion carried unanimously.

03-08-01 Consider Comprehensive Revenue Analysis/Fee Charges

Salvatore said staff would go over the suggested changes from the Public Hearing on March 6, present the Developmental Services fees, and then they would look at each department individually.

Acting Administrative Services Director/City Clerk Betsy Tyler reviewed the fees for Administrative Services. The Occupational Tax included a $20 administrative fee and $17.50 per employee, with a $100 minimum fee for companies with one to four employees and a maximum of $5,000 for companies with 500 or more employees. Staff proposed increasing the maximum fee to $8,000 in $1,000 increments over a three-year period, which would result in a $10,000 revenue increase after the third year. In addition, Tyler recommended increasing the per employee charge from $17.50 to $18.50 effective for all 2009 taxes, which would add $22,000 in annual revenue. Approximately 75% of the companies paid the minimum fee, so those companies least able to afford it would not have an increase. The average increase for the other businesses would be $43 per year. She suggested that, effective immediately, exempt businesses (churches, utilities with franchise agreements, attorneys, non-profit organizations) interested in being listed in the database on the City's website pay just the $20 administrative fee, which would yield an additional $1,000 to $2,000 in annual revenue. Tyler added that some cities did not have a maximum limit on the Occupational Tax, or the maximum was $15,000 to $20,000. Plunkett asked Tyler if she had spoken to any of the larger companies to tell them about the proposed increase. Tyler said she had not.

Sturbaum asked Meeker if it would be a conflict of interest for him to vote on this issue. He noted he was employed by Panasonic, which was one of the larger companies. Meeker said it would not be a conflict.

Acting Police Chief Mike Dupree said there was one recommended change in the solicitor's permits. The current charge was $25 per day, but there was no distinction between a one-day or six-day permit. The process was completed on the first day when the application was turned in; anything after that should be considered a renewal. The suggested fee would be $25 for the first day and $10 for each additional day within the same week. The applications would be processed on a weekly basis, beginning on Monday and ending on Saturday.

Fire Marshal John Dailey went over the changes to the Fire Marshal fees, which included the following:

- Building Permits Review – consider doing away with $500 maximum at current rate of $0.015 per square foot;
- Fire Sprinkler Plan Review – consider increasing from $50 to $100;
- Fire Alarm Plan Review – consider increasing from $50 to $100;
- Construction Site Follow-Up #2 – consider increasing from no fee to $100;
- Construction Site Follow-Up #3 – consider increasing from no fee to $150; and
- Proposed fees to be effective immediately

Leisure Services Director Randy Gaddo presented a compromise recommendation on the Recreation Department's facility rental fees. He noted that churches, schools, and civic groups were not currently charged to use the facilities. He suggested that three no-fee bookings (3-No-Fee) be allowed each year for organizational events. Civic groups would have to be based in the City and show an Internal Revenue Service (IRS) "letter of determination" as proof of the organization's 501(c)(3) status. The 3-No-Fee reservations would be made on a first-come, first-served basis and could be bumped up to one week prior to the date if a paid rental or recreation program needing the space. After the 3-No-Fee schedulings, the organization could schedule paid bookings up to six months in advance that could not be bumped off the schedule. All other rules of rental/reservation per facility would apply, except for those groups with written City agreements. Groups in the category located outside the City limits would pay the full fee. Gaddo recommended the fees be effective on June 1, and that any group already scheduled to use a facility under the existing rules be exempted on a one-time basis. Gaddo estimated $5,000 to $8,000 additional revenue based on usage in 2007.

Gaddo continued that staff also recommended reducing out-of-County fees for instructional classes from 50% over the fees for in-County residents to 25%. He said staff hoped the reduction in fees would increase class participation. Staff recommended the reduced fee take effect immediately.

The Kedron and summer pools in-County daily pass would increase $1 per pass for ages three to 64. There would not be an increase for ages zero to two and 65 and over. Gaddo said the increase would generate approximately $15,000 in additional annual revenue. The family pool package rates would increase by an average of 9%, which should increase revenue by $4,000 annually. Rates for out-of-County passes in all categories would double effective with the new summer pool season which would start on May 24.

Gaddo suggested that an access fee be charged for users of The Gathering Place. The fee would be $10 per person per year for County residents and $20 for out-of-County users. The fee did not include rentals or people taking instructional classes offered by the Recreation Department at The Gathering Place. The access fee was for access to the facility and would be effective on January 2, 2009. Users would be given an access card or other identification device.

Logsdon asked Gaddo if he had discussed the access fee with the seniors who used The Gathering Place. Gaddo said he had not specifically. Expenses to operate The Gathering Place had increased, and access had been free until now. He felt it was best to approach use as pay-to-play. Logsdon agreed, but said the City should talk to the seniors first. Plunkett also felt that the City should talk to the seniors. Haddix noted that some of the elderly were on limited budgets, and The Gathering Place was their only escape during the week. He asked why there was a two-tiered system of fees for County and out-of-County residents. Gaddo said the City accepted an annual grant for recreation from Fayette County, which was traditionally $150,000. In exchange, the City offered in-County residents full access to the City's recreational facilities. Sturbaum said the City should reach out to the groups that would be affected by the fees. Haddix said they had to be able to reach a reasonable point where the facilities and programs were not 100% tax-base supported. There should be a tax base plus user charge. Boone agreed that there were some seniors who never had the opportunity to go to The Gathering Place, and the facility was the only avenue for some people. He also agreed that the City should talk to the seniors before making a decision. Gaddo said he had spoken to some seniors regarding a user fee, but not about the specific fee that had been discussed. The response at that time was that seniors should not pay anything. Logsdon said a few of the Council Members should go with Gaddo to talk with the Senior Adult Council. Boone clarified that out-of-County youth sports participants paid more than City residents. Gaddo said the fee was doubled for out-of-County youth sports participants, and staff was not recommending any change to that rate.

City Planner David Rast gave an overview of the Development Services Division's fees. There had been an overhaul of the entire fee structure for the division's five departments. Rast added that many jurisdictions charged substantially more than the City, and the City's fees had not been overhauled in 10 years. Major changes included charging for the Step 1 annexation applications ($0 to $250) and a change in the fees for rezoning and Step 2 annexation applications ($600 plus $25/acre to $250/acre). Another major change would be in the subdivision plan review fees. Rast noted that staff spent significant time reviewing plans that were not complete and sending the plans back with comments. There were usually three to four submittals before a project was ready to go to the Planning Commission for approval. Currently, there was not a charge for plan review for subdivisions. Staff recommended $250 plus $4 per lot for concept plats and preliminary plats, $300 for construction plans, $250 plus $10 per lot for final plats, $50 for plat amendments, and $100 each for resubmittals.

Rast continued that the Building Department was limited as to the fees that could be assessed. Building Official Tom Carty had done a good job of keeping the fees updated. They were instituting a plan review fee for residential construction of $.05 per total heated square feet ($300 minimum) and $100 for each resubmittal. Inspections had also increased to 15 to 20 per day, with many re-inspections. The first re-inspection would increase from $25 to $125, the second re-inspection would increase from $50 to $150, and subsequent re-inspections would increase from $75 to $175. Rast noted that the plan review fee for commercial had been 50% of the permit fee, with a maximum of $500. The new fee would be $.05 per total heated square foot, with a $300 minimum. One recent set of plans, which usually contained 50 to 80 pages, was submitted five times before they were ready, and the City had only collected $500. There had been no charge for issuing a temporary certificate of occupancy; the proposed fee was $200 in addition to the bonds required for incomplete work.

Rast continued that staff was researching and working on a new ordinance for tree removal and fees. There was no charge currently. There had been a lot of concern about tree removal during the Comprehensive Plan process, and the fee recommendation was pending. The sign application fee would increase from $25 to $100. Rast reiterated that the fees would cover staff time and would hopefully encourage people to turn in complete applications. Sometimes there were two to three submittals.

Rast pointed out that the fees for annexation and rezoning were separate. He recommended combining them so the fees would not be exorbitant since the work required by staff was the same. Usually, an annexation also required a rezoning. Plunkett said they could charge for both, but it could be brought to Council for discussion. Some annexations did not require rezonings. Logsdon suggested another line for annexation/rezoning. Meeker agreed and noted that any fee should approximate the cost of providing the service.

Boone said it was time the fees were increased. Sturbaum agreed. He noted that the staff had done a lot of work, and the fees seemed fair and reasonable.

Scott Bradshaw, Homebuilders Association of Midwest Georgia, said he had just found about the increase in the Developmental Services fees. He asked Council to consider tabling the Developmental Services part until his organization could prepare a position paper. Some of the increases were extremely significant. Logsdon said he did not have a problem with that. Plunkett asked Bradshaw what his concerns were. Bradshaw asked what would happen in the event of an involuntary annexation. Meeker said an involuntary annexation could be done, but the City would have to initiate it. In that case, the fee would either be waived or the City would charge itself. Plunkett said the builders should have time to look at the fees and comment.

Paul Van't Hof of the Peachtree City Civic Association (PCCA) read the organization's position paper stating their opposition to charging rental fees to civic groups and non-profit organizations that used City facilities. The major points of the paper included the following: Fees should reflect the cost of heat and light and should not be assessed to make a profit on something already paid for and maintained by the residents; and fees should also be applied equitably to all users. Van't Hof said he, personally, was also opposed to the proposed fees for civic organizations, churches, and schools. He believed that charging for use would discourage the use of the facilities. He pointed out that $30 per hour was far more than the cost incurred for using the room. Increasing fees for citizens was the last thing the City should do to increase revenue. Plunkett said using a room for a meeting was different from charging a child to play soccer. Van't Hof said if seniors were charged $10 annually to use The Gathering Place, then civic groups within the City should be charged the same. If a building was open, then only the cost for heat and light should be assessed. There needed to better definitions. Haddix said it would depend on the definition for non-profit. His homeowners association (HOA), which was non-profit, had used The Gathering Place for years. No staff was present, and they had to pay a $125 deposit and pay per hour to use the room. He asked how a fee-free civic group would be defined. He also questioned how fees would be paid – 100% tax base or tax base plus user fee. A tax base plus user fee was fairer.

Beth Pullias noted that the fees charged for children who played soccer supported the individual player. There would not be a program if the players did not pay a fee, but Kedron's pools would still be there if a group did not meet there.

Phyllis Aguayo agreed with Van't Hof and said the City had to look at the service it was providing when assessing charges. There was a difference when fees recouped the cost of providing a service and a fee was charged to a group wanting to use a room that no one was using anyway in a building that was open.

Sturbaum said that if the City was going to meeting with the builders about the Developmental Services fees and the users for the Recreation fees, then Council should also hear from the businesses about the Occupational Tax fees. Haddix said it was difficult to make a decision when he did not have definitions, costs, and usage rates. Plunkett suggested holding three mini town hall meetings to get public input. Logsdon said he was open to whatever the other members wanted to do, but Council had had this information for four weeks and some of the questions should have been asked three weeks ago. Plunkett said she had asked if anyone had talked to the businesses on March 6. McMullen noted that public notice was given and a public hearing was held. Staff would do what Council wanted, but it would cost to notify everyone individually (1,000 businesses and 36,000 residents). Plunkett said Panasonic, for example, was not reading the agendas that were posted. Unless the businesses were told about things that affected them, they would not know. Boone said the information was on the website, and that the managers of the businesses should know what was happening in the City. Logsdon added that the newspapers had covered the fees fairly well, and the City had a very good website. Word had gotten out, but the City should communicate with its industrial base. Plunkett said that if notices were sent out, and they did not come, then it might not be a big deal to them.

Salvatore clarified that the increase in the fees was not to make up the revenue shortfall. The fee analysis was part of the City's written financial policy. The increases were based on the cost of providing the services and a fee comparison to other cities in Georgia. Logsdon said staff had done a good job of putting the information together. He agreed that fees should increase, but he wanted to look the seniors in the eye and tell them what the City was doing.

Plunkett moved to postpone the Administrative Services fees until the May 15 meeting and that a notice be run. Boone seconded. Tyler noted that staff had an e-mail list of the businesses interested in the SR 74 traffic issues. She suggested sending a notice to the businesses on that list. Plunkett said that would be fine. The motion carried unanimously.

Sturbaum moved to approve the Public Safety fees for solicitor's permits. Boone seconded. The motion carried unanimously.

Boone moved to approve the Fire Marshal's report. Sturbaum seconded. The motion carried 4-1 (Plunkett).

Haddix said better definitions were needed for the Recreation fees. Plunkett moved to continue the Recreation fee discussion to May 15. Boone seconded. The motion carried unanimously.

Boone moved to continue the Developmental Services fee increases to May 15. Haddix seconded. The motion carried unanimously.

Gaddo asked Council if they wanted to consider the out-of-County fees and the pool fees separately. There had not been any discussion on those items, so there was no reason to hold them until May 15. He noted that the pool season began at the end of May.

Plunkett moved to reconsider the portion of the Recreation fees dealing with pool fees and out-of-County fees off. Sturbaum seconded. The motion carried unanimously.

Plunkett moved to approve the pool fee schedule for 2008 as stated in the agenda packet. Boone seconded. The motion carried unanimously.

Logsdon asked Gaddo why staff wanted to reduce the out-of-County fees for classes. Gaddo said that the fees had doubled four years ago when they were trying to reduce out-of-County use of the facilities. Staff had found that the classes were not filling up and wanted to back off on the fees to see if participation would increase. Gaddo noted that the reduction was for instructional classes only. He added that, sometimes, classes were cancelled because the requisite number of people had not registered. Plunkett noted that 80% of the class fees went to the instructor and 20% to the City. Gaddo pointed out that 100 % of the additional out-of-County and late fees went to the City. Sturbaum asked if the City would make the same amount of revenue with the reduction in fees and increased participation. Gaddo said it was possible, and the classes were usually better when they were full. Boone clarified that the fee reduction was basically a test to see if more people would sign up for classes. Gaddo said yes. Plunkett moved to reduce the out-of-County fees from 50% to 25% for one year from the meeting date and that the Leisure Services Director report to Council at that time. Boone seconded. The motion carried 4-1 (Sturbaum).

Meeker noted that Council needed to vote on the ordinance amendment regarding fees that was included in the Fire Department package. Section 38-38 had included a detailed fee schedule, which would now be embodied in the Council's adopted fee schedule. The amendment would reference the schedule adopted by Council. Plunkett moved to adopt the ordinance amending Section 38-38 as set forth in the Council agenda packet. Sturbaum seconded. The motion carried unanimously.

03-08-03(a) Consider Non Profit Funding Policy

Tyler noted that Council had asked for additional changes to CAR 8-3 City Council Funding for Non-Profit Organizations in Fayette County when the policy was discussed at the March 6 meeting. Council had not wanted to change any limits, but had asked to have an emergency out. Section "G" was added to allow Council to provide emergency funding from Council Contingency while still adhering to other requirements.

Boone moved to approve the modifications to the Non-Profit Policy with an emergency out added. Sturbaum seconded. The motion carried unanimously.

03-08-03(b) Consider Non Profit Funding Request – Fayette Art Center

Tyler introduced Kathleen Brewer, the Fayette Art Center director. Tyler said the non-profit policy set criteria for consideration up to $7,500 for basic needs (food, shelter, protection); up to $5,000 as a grant for general needs; and public schools ($5,000 every five years specifically for playground improvements with a match from the parent-teacher organization and an agreement regarding use by City residents). Plunkett clarified that this request would fall under the general needs category. Tyler said it would and added that, after Brewer's presentation, staff would need direction on whether or not to include Brewer's request in the FY 2009 budget.

Brewer gave a presentation on her program and requested that Council consider giving the Art Center $3,500. (A copy of the PowerPoint presentation is included in the official meeting file.) Her mission statement was to bring people together through art and to provide access to continued arts education. Brewer went over the programs offered at the center, which also had a gallery for exhibitions. The classes were attended by people from throughout the Southern Crescent region. She noted that she had spoken with Peachtree City Tourism Association (PCTA), and she was interested in holding special classes for the spouses of people attending conferences at the conference centers in the City. She said a strong arts community had a positive economic impact by providing a sense of identification, increased home sales, attracting new businesses, and increasing tourism. Brewer estimated that approximately 65% of participants in the Center's programs had been from the City during the year and a half the Center had been operating. She provided a listing to Council prior to the presentation. Plunkett and Haddix noted that there appeared to be more participants from other areas than from the City, based on her application.

Haddix said the center seemed to be more of a regional program. Brewer said she had asked Fayette County for funding and was told that they would provide funding when it was mandated by the state. Logsdon asked Brewer if she had talked to the other City Councils. Brewer said she was going to ask Fayetteville in two months. Haddix said he was struggling with where the line was drawn between an educational institution and a civic group and where it would fall in the funding mandate. Brewer said that clubs and guilds were formed out of the Center.

Tyler said that, according to last year's application, approximately 33% of the participants were City residents. Plunkett said that matched the numbers provided at the meeting. Tyler continued that there must be a contract for the service the City was paying for. There was also a requirement for a match of non-government funds. According to the application, the money would be used for studio supplies and classes, which were operating expenses. She added that was the City's concern. Plunkett noted that even free room space would have value, but she did not see how to provide funding without a match. Haddix agreed.

Tyler noted the Recreation Department offered arts classes, and a percentage came to the City. Gaddo added that staff had looked at the Center's programs, and Brewer's classes were at a much higher level than those the City offered. Plunkett asked Gaddo if he could draft an agreement. Gaddo said that they would have to craft an agreement to suit the purpose. Plunkett told Brewer she did not think the City could give her any funding, even with the modifications that were made earlier to the policy. The money the City provided would need to be directly applied to the educational aspects of the arts. She suggested that Brewer work with Gaddo and Meeker.

Plunkett moved that Council not approve the funding. Boone seconded. The motion carried unanimously.

Plunkett asked Council if they should direct Gaddo to look at an agreement. Logsdon said they could pursue it, but he did not want to spend a lot of staff time on it. It was a good program, but the budget was struggling. Gaddo said staff could look at the program informally and bring back information.

03-08-07 Consider Rezoning, GC to LUC-21, Wisdom Road (Fairfield Inn)
Logsdon noted there was an additional document on the dais – an e-mail from the applicant requesting the rezoning be moved to April 17. Boone moved to postpone Agenda Item 03-08-07 Consider Rezoning, GC to LUC-21, Wisdom Road (Fairfield Inn) to April 17. Plunkett seconded. The motion carried unanimously.

03-08-08 Consider Rezoning, GC to LUC-22, Commerce Drive North (Hilton Garden)
Rast said the rezoning had been requested in order to allow the hotel to be 60 feet in height rather than the 35-foot maximum height allowed by the City in GC General Commercial zoning. The Planning Commission was comfortable with the building elevations. At the March 20 meeting, Council asked for clarification and additional restrictions in three areas. Staff had looked at the permitted uses and identified additional uses, as well as uses that would not be permitted such as extended stay facilities. Another added condition was that the building could not be used for any kind of residential use. The developer would be required to submit a sample of the building materials to the City prior to submittal of the building plans to ensure the materials were consistent with what was in the zoning ordinance. Since the additional height of the building was a 42% increase over the City's maximum, the landscape provision was amended to require that 42% of the required canopy trees be no less than four inches in caliper. In addition, no less than 50% of the canopy and understory trees provided for tree replacement requirements must be evergreen plant material. Staff recommended approval of the revisions to the proposed rezoning.

Boone said Council's requirements had been met by the revisions. It would be a good project that would bring revenue to the hotel/motel tax. Haddix said that people did not come to the City just to stay in a hotel. He felt the project would put pressure on the older hotels to become extended stay facilities. Logsdon said the occupancy rate in the City might be down, but executives in the industrial park complained that their visitors had to stay in other cities.

Boone pointed out that the new BB&T building would be right next door to the project and would be a taller building. It was a quality project that would attract corporate people. He had faith in the Planning Commission. Haddix said Council had capped the buildings at 35 feet to stop the growth of taller buildings. Boone noted that the ordinance was written so a variance could be requested. Haddix said that one of the reasons the City lost the Lowe's lawsuit was that Council had made exceptions. Logsdon said there was a lot of emotion about this issue, but the ordinance made provisions for buildings over 35 feet, and an LUC allowed no more than 60 feet. A lot of activity was coming into the City. He had no problem.

Boone moved to approve the request for rezoning for the Hilton Garden Inn on Commerce Drive. Plunkett seconded. The motion carried 3-2 (Haddix, Sturbaum)

03-08-11 Consider Variance to Rear Building Setback, 516 Clearwater Cove
Rast noted that the variance request had been continued from the March 20 meeting due to an error on staff's part. The homeowners' association (HOA) confirmation had not been received. The letter from the HOA was attached to the memo in the meeting packet. Letters from the owners of the adjacent homes at 514 and 518 Clearwater Cove were received prior to the meeting. Rast continued that the request was to extend up to 10 feet in the 30-foot rear setback to build a sunroom. The property backed up to a greenbelt, and the expansion would be seen only by the neighbors on the left side of the home. Staff recommended approval with the conditions in the March 18 memo to Council.

Boone noted that the variance request had been postponed due to the HOA letter. He moved to approve the variance for 516 Clearwater Cove with the stipulations. Plunkett seconded. The motion carried unanimously.

<u>New Agenda Items</u>
04-08-01 Consider Appointment of Deputy City Clerk
Plunkett moved to appoint Pam Dufresne as the Deputy City Clerk. Boone seconded. The motion carried unanimously.

04-8-02 Consider 50th Anniversary Logo and Use Policy
Plunkett moved to approve the 50th Anniversary logo and use policy as stated in the agenda packet. Sturbaum seconded. The motion carried unanimously.

04-08-03 Consider Homeland Security Grant and MOU with Georgia Emergency Management Agency
Plunkett moved to approve the Memorandum of Understanding for the Homeland Security grant opportunity. Boone seconded. The motion carried unanimously.

Boone asked what the wireless card was for. Information Technology Administrator Matt Robinson said it would provide the internet connectivity that would be required with the system to connect to the other agencies and to the state. It would be managed through the Georgia Bureau of Investigation (GBI).

04-08-04 Consider Improvements (Additional Seating) at the Amphitheater
Peachtree City Tourism Association Executive Director Lauren Yawn explained that the improvements were part of the sponsorship agreement with Belgard Hardscapes. The company would add the additional seating using their products in a terraced level. The area was currently shrubs. It would provide additional seating, which would provide additional revenue. Plunkett said the City would be able to improve a City facility without spending any money, and the seating would add revenue to the Amphitheater. Logsdon noted that they would be similar to boxed seats and would hold six to eight people.

Sturbaum moved to approve the improvements for additional seating the Amphitheater per the recommendation. Haddix seconded. The motion carried unanimously.

04-08-05 Consider Transfer and Renewal of Newnan Utilities Franchise
Meeker explained that the City's consent was a stipulation in the current franchise agreement with Newnan Utilities in the event of a sale to another entity.

Plunkett moved to approve the transfer and renewal of the Newnan Utilities franchise. Meeker asked Plunkett to amend her motion to include authorization for the Mayor to sign the agreement. Plunkett amended her motion. Haddix seconded. The motion carried unanimously.

Council/Staff Topics

Sturbaum moved to convene in executive session for threatened or pending litigation and a personnel matter at 9:50 p.m. Haddix seconded. The motion carried unanimously.

Boone moved to reconvene in regular session at 10:02 p.m. Sturbaum seconded. The motion carried unanimously.

There being no further business to discuss, Sturbaum moved to adjourn. Haddix seconded the motion. The motion carried unanimously. The meeting adjourned at 10:03 p.m.

Pamela Dufresne, Deputy City Clerk

Harold K. Logsdon, Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

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

FROM: **Acting Administrative Services Director / City Clerk**

DATE: **April 11, 2008**

SUBJECT: **Request for Funding from Fayette Senior Services**
April 17, 2008, City Council Agenda

Recommendation:

That Council approve including the annual amount of $7,500 for Fayette Senior Services in the FY 2009 Non Profit Funding line item, and to direct staff on including any additional funding toward the $8,130 request to address the organization's shortfall in the congregate and home delivered meals program.

Discussion:

Fayette Senior Services has submitted their annual request for $7,500, the maximum allocation in the Basic Needs category established in CAR 8-3. Fayette Senior Service has also requested additional funding in the amount of $8,130 to help address a shortfall in the Congregate/Home Delivered Meals program (letter and documentation attached). The amount requested reflects the proportion of the shortfall directly affecting Peachtree City residents receiving this service.

Debbie Britt, Executive Director, will be at the Council meeting to answer any questions you may have.

Budget Impact:

The FY 2009 budget impact would be the annual $7,500 in the non-profit funding line-item, and any additional funding of the shortfall request would be funded from the FY 2009 Council Contingency Fund.

Attachments

fayette
Senior
Services

April 2, 2008

Mayor Harold Logsdon and City Council
City of Peachtree City
151 Willowbend Road
Peachtree City, Georgia 30269

RE: Non-profit Application Request for Funding

Dear Mayor Logsdon and City Council Members,

Fayette Senior Services respectfully submits a request for funding assistance from the City of Peachtree for the period July 1, 2008 through June 30, 2009 in exchange for services provided to the City and residents of the City. Such services will continue to cover basic needs for senior citizens who are at risk. These services include, but are not limited to, transportation, home delivered and congregate meals, case management, information and referral services, caregiver respite, kinship care, adult day care and in-home services.

Our proposal request asks for a continuation of the City's past financial support in the amount of $7,500 and also respectfully asks for additional consideration of $8,130 for a total funding assistance request of $15,630. Our request addresses a shortfall in the agency's Home Delivered and Congregate Meal program, which is directly attributed to an increased demand for services and higher costs associated with these specific programs. For your review and consideration, please find attached a program budget and narrative that provides details that are specific to the services our agency provides to Peachtree City residents.

For thirty years, Fayette Senior Services has provided a wide variety of important social services to senior citizens in our community. These services enable individuals to remain independent longer and maintain a higher quality of life. An example of some of the services the agency provided in 2007/08 include: more than 46,000 home delivered and congregate meals, 10,000 transportation trips, nearly 14,000 hours of in-home and adult day care services, more than 1,000 information and referral services and nearly 800 case management hours. (This includes the 130 Peachtree City residents who benefit from one or more of these services.)

In addition to our core social services noted above, Fayette Senior Services also provides a wide variety of recreational and education programs for more than 500 Fayette County residents that have joined our new life enrichment center since January 2008. These new programs are supported by charitable contributions, class fees and membership dues and are not included in this funding request.

We sincerely appreciate Peachtree City's past support and look forward to a continued partnership in our cooperative efforts to provide programs and services to senior citizens residing in the City of Peachtree City.

Sincerely,

Debbie Britt

Debbie Britt
Executive Director

Cc: Betsy Tyler
Enclosure

Fayette Senior Services | 4 Center Drive | Fayetteville, GA 30214 | 770-461-0813 | www.fayss.org

Fayette Senior Services
FY2009 Request for Funding
City of Peachtree City

Fayette Senior Services	
Agency's Total Annual Operating Budget *Home Delivered Meals, Congregate Meals, Transportation Services, Adult Day Care, In-home Services, Case Management. Respite Care, Kinship Care and Information/Referral Service*	**$846,038**
Total number of Fayette County residents (clients) receiving one or more services	**435**
Number of Peachtree City residents (clients) receiving one or more services	**130**
NOTE: Funding Request is in support of the following programs: Congregate and Home Delivered Meals(HDM) as outlined below	
Total number of Congregate/HDM clients residing in Fayette County	**292**
Total Number of Congregate/HDM clients residing in Peachtree City **28% of total Congregate/HDM clients served in Fayette County*	**82***
Total Congregate/HDM Program Funding (Federal, State, Local)	**$216,725**
Total Annual Expense for HDM/Congregate Clients	**$245,763**
Program shortfall	**[$29,038]**
FY09 Funding Request	
Continuation from previous year	**$7,500**
28% of $29,038 shortfall	**$8,130**
Total Funding Request	**$15,630**

Narrative:

Fayette Senior Services provides a wide variety of social services for approximately 435 Fayette County residents age 60 and better, which includes 130 Peachtree City residents. These services and programs include: Home Delivered Meals (HDM), Congregate Meals (CM), Case Management, Respite Care, Kinship Caregiver Support, Information/Referral Service, Transportation, In-home Services and Adult Day Care.

These programs and services are supported by a combination of Federal, State and Local funding resources. All programs and services, ***with the exception of Home Delivered and Congregate Meals*** are adequately funded for FY09. Due to a steady increase in client demand for HDM/Congregate Meal services over the last few years and higher per unit costs, Fayette Senior Services has identified a $29,038 shortfall for expenses directly related to Home Delivered and Congregate Meals for FY09.

The agency's recent move to a new multipurpose facility has resulted in higher visibility for the agency's social services, which is a factor in the increased demand for service. Another factor is the steady increase in Fayette County's aging population, which is expected to continue to rise and have a direct impact on the demand for all services, especially Home Delivered and Congregate Meals.

There are 82 Peachtree City residents who receive Home Delivered Meals or participate in the Congregate Meal Program. This number represents 28% of the total number of participants in these two programs. The agency's funding request includes a continuation of the $7,500 that the City of Peachtree City has awarded to Fayette Senior Services in consecutive past years and also includes a request for an additional $8,130, which is 28% of the existing shortfall – this percentage represents the total number of Peachtree City clients under the Home Delivered and Congregate programs. This brings the total funding request to $15,630.

Current funding for the Congregate Meal and Home Delivered Meal programs covers service provided to clients Monday through Friday. It does not cover service on days the agency is closed such as on holidays or weekends, nor does it cover any nutritional supplements (i.e. Ensure). Fayette Senior Services holds annual fundraising events to pay for additional holiday meals (including, but not limited to, 2-day and 5-day holiday meal packs during November and December) and physician recommended nutritional supplements.

Federal, state and local funding is only used to support the agency's social services that are listed above and is not used to support any cost associated with recreational, educational and fitness activities that are offered at Fayette Senior Services' new life enrichment center. Such programs are supported entirely by membership dues, class fees and other charitable contributions.

PEACHTREE CITY

Funding Request
For Non-Profit Organizations

Organization Information:

Organization Name: Fayette Senior Services, Inc.

Address: 4 Center Drive, Fayetteville, GA 30214

Phone #: 770-461-0813 Fax #: 770-461-2448

Contact Person: Debbie Britt

Title: Executive Director

Financial Information:

Total Annual Budget: $846,038 Please see attached detail/narrative

Total Clients Served Annually: 435

Peachtree City Residents Served Annually: 130

Funding Request Information:

Funding Amount Requested: $15,630

Funding Use(s): Home Delivered Meals, Congregate Meals, Case Management, Respite Care, Kinship Caregiver Support, transportation, In-home Services, Adult Day Care, Information/Referral Services.

Additional Information on Organization/Services: The above services are provided to cover basic needs for senior citizens who are at risk. Please see cover letter and budget narrative for further detail.

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

Date Submitted: ____________ *Council Approval Date:* ____________ *Amount Approved:* ____________

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager**
Financial Services Director

FROM: **Acting Administrative Services Director / City Clerk**

DATE: **April 10, 2008**

SUBJECT: **Consider Non-Profit Funding Request – Honor Flight**
April 17, 2008, City Council Meeting

Recommendation:

That Council deny the request for funding under CAR 8-3 to avoid violation of anti-gratuities laws on the use of tax dollars.

Discussion:

Honor Flight Foundation of Fayette County, Inc., has submitted a request for funding in the amount of $10,000 to assist with their program to fly World War II Veterans to see the new Veterans Memorial in Washington D.C. Their first flight is scheduled for May 14, 2008.

Although this is a very worthy organization honoring those who served their country during World War II and providing a means for many of them to visit their memorial, staff does not feel it meets any of the "need" criteria outlined in CAR 8-3, attached. As such, there is no service which the organization can provide via contract to the City for which we can justify providing the funding.

Budget Impact:

This is an unbudgeted item and would have an impact equal to any funding awarded by Council.

PEACHTREE CITY

Funding Request
For Non-Profit Organizations

Organization Information:

Organization Name: Honor Flight Foundation of Fayette County, Inc.

Address: Po. Box 1209, Fayetteville, GA 30214

Phone #: 770-461-6163 Fax #: 770-460-5281

Contact Person: Gail N. Sparrow

Title: President

Financial Information:

Total Annual Budget: Proposed: $100,000.

Total Clients Served Annually: All WWII Veterans are eligible for the flight

Peachtree City Residents Served Annually: We expect the largest percentage of WWII Veterans are retirees in PeachTree City

Funding Request Information:

Funding Amount Requested: $10,000

Funding Use(s): To pay for flights, motor coaches and food

Additional Information on Organization/Services:

We recognize the ~~ug~~ urgency to see this program become successful. We are losing 1200+ WWII Veterans per day.

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

Date Submitted: 1/24/08 ***Council Approval Date:*** ______ ***Amount Approved:*** ______

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

OPR: City Hall
4/00 (Amended 04/08)

I. Purpose

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

II. Policy

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

A. Council will budget no more than $25,000 annually for all non-profit funding.

B. The City would assume no liability for any project for which the City provides funding and/or labor.

C. Services provided to Peachtree City residents by a non-profit organization shall be addressed in a contract between the City of Peachtree City and the organization.

D. Non-Profit Organizations

1. Basic Needs

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

2. General Needs

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

3. Public Schools

a. Each request for funding/labor will be considered by the Peachtree City Recreation Commission, who will forward a recommendation to the City Council for final decision.
b. Council will evaluate each request and make a decision based on the merit of the request.
c. No more than one request, per school, will be considered in any five consecutive year period.
d. Only Fayette County public schools whose attendance boundaries include Peachtree City will be eligible for consideration.
e. Requests for funding/labor must be for enhancements to playgrounds and playing fields only. Any playground/playing field for which the City makes a contribution must be made available for use by City residents when not being used by the school. A formal agreement with the School Board would be required.
f. Should Council approve a funding request, a dollar for dollar match up to a limit of $5,000 in funding/labor may be provided as a match to any funding provided by the school or any school organization (i.e. booster club). All funding requests must be submitted by June 1.

E. All requests for funding must be made using the attached form. 501c3 non-profit organizations should include a copy of the previous calendar year form 990. Other non-profits should attach a copy of their current fiscal year budget.

F. The City Council will have final approval on all funding requests. All funding requests must be submitted to and approved by Council by June 1 for consideration for funding in the next fiscal year budget.

G. In emergency situations, the City Council may vote to provide funding outside of the provisions above from the Council Contingency Fund. Adherence to anti-gratuities requirements would still apply.

APPROVED:
Mayor and Councilmembers

Colin Halterman

From: ISHWAR DAYABHAI [DESIGNWORKSHOP@COMCAST.NET]
Sent: Friday, April 11, 2008 10:42 AM
To: Colin Halterman
Cc: David Rast; Jennis Rice
Subject: Fairfield Inn- Wisdom Road.

Please table this project until the regular meeting of 15th may 2008 of the city council.
We should have a firm direction for this project at that time. Thanks
Ishwar Dayabhai
Architectectural Design Workshop, P.C.
tel 770 3067464

PEACHTREE CITY
PLAN TO STAY™

CITY OF PEACHTREE
FAYETTE COUNTY, GEORGIA

OATH OF OFFICE

I do solemnly swear or affirm that I will faithfully and truly perform the duties of Police Chief of the City of Peachtree City, Georgia, that I will support and defend the United States Constitution, the Constitution of the State of Georgia, and the Charter of the City of Peachtree City to the best of my skill and ability and as to me shall seem to the best interest and welfare of the City without fear, favor, or affection.

I do further swear or affirm that I am not the holder of any unaccounted for public money due this State or any political subdivision or authority thereof; that I am not the holder of any office or trust under the government of the United States, any other state, or any foreign state which, by the laws of the State of Georgia, I am prohibited from holding; and that I am otherwise qualified to be a public officer according to the Constitution and Laws of the State of Georgia.

SO HELP ME GOD.

H.C. "Skip" Clark, II, Police Chief

Sworn to and subscribed before me, an officer Authorized to administer oaths, this 17th day of April, 2008.

Notary Public, State of Georgia
My Commission Expires:

POSITION PAPER

Proposed Variance: 147 Long leaf
Lot 36, Center Green subdivision

City Planner/ Zoning Administrator
April 4, 2008

David

Situation:

Mr. and Mrs. Mike Svoboda own the property located at 147 Long Leaf within the Center Green subdivision. They desire to construct a 12' x 18' sunroom on the rear of their home that would extend 10.5' into the rear building setback. The proposed addition would provide an extension of the existing kitchen and breakfast area and allow views from the home to the adjoining city-owned greenbelt.

Because the proposed addition would extend into the established rear building setback, the Applicant has submitted a request for variance to permit this encroachment (Attachment "A").

Facts:

1. Lot 36 within the Center Green subdivision is zoned GR-4 Residential, which requires a minimum rear building setback of 30'. The existing structure complies with this setback.

2. The rear of the existing home was constructed 1½' inside of the rear building setback line.

3. The rear property line abuts an extensive city-owned greenbelt and the McIntosh Trail recreation complex.

4. The proposed addition would encroach 10.5' into the established 30' rear building setback.

5. The exterior of the proposed addition would be predominantly glass, with the trim and roof color to match the exterior colors of the existing structure.

6. There is no Homeowner's Association within the Center green subdivision. The Applicant has provided letters of support for the variance from the property owners on either side of Lot 36.

7. Even though the subject tract adjoins a city-owned greenbelt and there is no other area on the property where the addition could be located without encroaching into the rear building setback, the recently adopted Special Exception Variance criteria would not be applicable to this variance request, as the Applicant is requesting a decrease of more than 25 % (10.5') of the minimum building setback (30'). In order to adhere to this requirement, the sunroom could encroach no more than 7.5' into the rear building setback, which would limit the width to no more than 9'.

Review criteria:

Based on the review criteria established within Article XII. Variances and Appeals of the city's Zoning Ordinance, City Council shall not grant the request unless all of the following findings can be made:

(a) There are special circumstances applicable to the property, including location, shape, size, surroundings, or topography so that the strict application of this ordinance denies the property of privileges enjoyed by other property in the vicinity and under identical zoning district classification;
(b) The strict or literal interpretation and application of this ordinance would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the Zoning Ordinance, or would deprive the Applicant of privileges granted to others in similar circumstances;
(c) There are exceptional or extraordinary circumstances or conditions applicable to the property involved or the intended development of the property which preclude the applicant from complying with this ordinance and that do not apply generally to other property in the same zoning district and which prevent the applicant from complying with existing regulations;
(d) The granting of such variance will not constitute the granting of special privileges inconsistent with the limitations on other property in the same zoning district; and
(e) The granting of such variance will not be materially detrimental to the public health, safety, or general welfare nor injurious to property or improvements in the zone or neighborhood in which the property is located; and,
(f) The granting of such variance will not create inconsistencies with any objective of the Comprehensive Plan.

If it is found that the request is not in conformance with these requirements or may possibly have an adverse effect on the surrounding area, the City Council shall deny the request in writing, stating the reasons for the denial.

Discussion:

The Applicant desires to increase the size of their home to add a sunroom off of the existing kitchen and breakfast area. Based on the layout of the interior of the existing home, roof line and building structure, the only area that would accommodate the addition is off of the rear of the home as proposed.

The existing home is located within an established cluster subdivision, where most of the homes extend from front building setback line to rear building setback line. In this particular case, the building also extends from side setback line to side setback line. There is no other location on the subject tract for the proposed addition without extensive renovations to the interior layout of the home.

The rear property line abuts an extensive city-owned greenbelt and the McIntosh Trail recreation complex. The proposed addition would only be visible from the adjoining properties (Lot 35 and Lot 37), both of which have provided documentation indicating their support of the variance.

Many of the discussions pertaining to the update to the city's Comprehensive Plan have included a need to include provisions to protect the character of existing neighborhoods as well as encourage redevelopment and reinvestment within these neighborhoods. The Applicant is proposing to enhance their property as well as the neighborhood with this addition. The design and construction of the addition are complementary to the existing character of the home and would include similar building materials and color selections.

Recommendation:

Staff recommends that the variance be approved subject to the following understandings and conditions:

1. *The variance shall be limited to no more than 10.5' into the established 30' rear building setback.*
2. *The architectural design of the proposed addition, including exterior building materials, roof lines and color selections shall be the same as those used on the existing home.*
3. *Grading required to construct the addition shall be limited to only that area required to accommodate the foundation.*

Attachments

V-2008-04

REQUEST FOR VARIANCE
ZONING ORDINANCE, CITY OF PEACHTREE CITY

This is a request for a variance from the requirements of the Peachtree City Zoning Ordinance for the property located at: 147 Long Leaf in Center Green Subd.

The reason this variance is being requested is as follows: potential buyer wants to add on a sun room on the back of the house. Agreement to purchase is contigent on this variance. Lot back up to extra large city greenbelt. Size to be: 12x18.

Along with this form, the applicant should submit a detailed report justifying the granting of the requested variance. In preparing the report, please consider the following:

> Variances from the provisions of this Ordinance may be approved by the City Council if it is determined that they will not cause substantial detriment to the other parties or impair the purpose or intent of this Ordinance; provided, however, that no variance can be granted for a use that is specifically prohibited by this Ordinance within the zoning district in which the property is located.
>
> In making a determination on a variance request, the City Council shall consider the following factors:
>
> a. Whether or not the special circumstances contributing to the request are peculiar to the particular property involved;
>
> b. Whether or not the situation for which the request is being made poses an unnecessary hardship for the applicant; and
>
> c. Whether or not the request is due to an intentional action of the applicant to violate the requirements of this Ordinance.

I certify that I am the owner or duly authorized agent of the owner of the above-described property:

Name: (Please type or Print) Brooke + Mike Svoboda

Address: 147 Long Leaf

Phone: (404) 819-7110

Signature: Brooke Hampton Svoboda [signature]

****

This request, along with the required fee and all necessary supplemental documents, has been properly submitted and is hereby accepted for consideration by the City Council at a public hearing in the City Council Chambers at 7:00 PM on the date shown below:

Signature: David E. Rast

Title: City Planner/Zoning Administrator

Date of Acceptance: March 20, 2008

Date of Public Hearing: April 17, 2008

RECEIVED MAR 2 0 2008

07/01/01

REQUEST FOR VARIANCE
ZONING ORDINANCE, CITY OF PEACHTREE CITY

This is a request for a variance from the requirements of the Peachtree City Zoning Ordinance for the property located at: 147 Long leaf in Centex Green Subd.

The reason this variance is being requested is as follows: potential buyer wants to add on a sun room on the back of the house. Agreement to purchase is contigent on this variance. Lot back up to extra large city greenbelt. Size to be: 12x18. or 10x18.

Along with this form, the applicant should submit a detailed report justifying the granting of the requested variance. In preparing the report, please consider the following:

> Variances from the provisions of this Ordinance may be approved by the City Council if it is determined that they will not cause substantial detriment to the other parties or impair the purpose or intent of this Ordinance; provided, however, that no variance can be granted for a use that is specifically prohibited by this Ordinance within the zoning district in which the property is located.
>
> In making a determination on a variance request, the City Council shall consider the following factors:
>
> a. Whether or not the special circumstances contributing to the request are peculiar to the particular property involved;
>
> b. Whether or not the situation for which the request is being made poses an unnecessary hardship for the applicant; and
>
> c. Whether or not the request is due to an intentional action of the applicant to violate the requirements of this Ordinance.

I certify that I am the owner or duly authorized agent of the owner of the above-described property:

Name: (Please type or Print) Brooke + Mike Svoboda
Address: 147 Long leaf
Phone: (404) 819-9790
Signature: [signature] Brooke Svoboda

****

This request, along with the required fee and all necessary supplemental documents, has been properly submitted and is hereby accepted for consideration by the City Council at a public hearing in the City Council Chambers at 7:00 PM on the date shown below:

Signature: ______________________

Title: ______________________

Date of Acceptance: ______________________

Date of Public Hearing: ______________________

07/01/01

P.1/1 TO:94044975600 MAR-19-2008 12:53P FROM:

TO: PEACHTREE CITY CITY COUNCIL MEMBERS

FROM: BROOKE & MICHAEL SVOBODA

RE: VARIANCE (SPECIAL) REQUEST FOR THE PROPERTY AT
147 LONG LEAF/CENTER GREEN SUBDIVISION

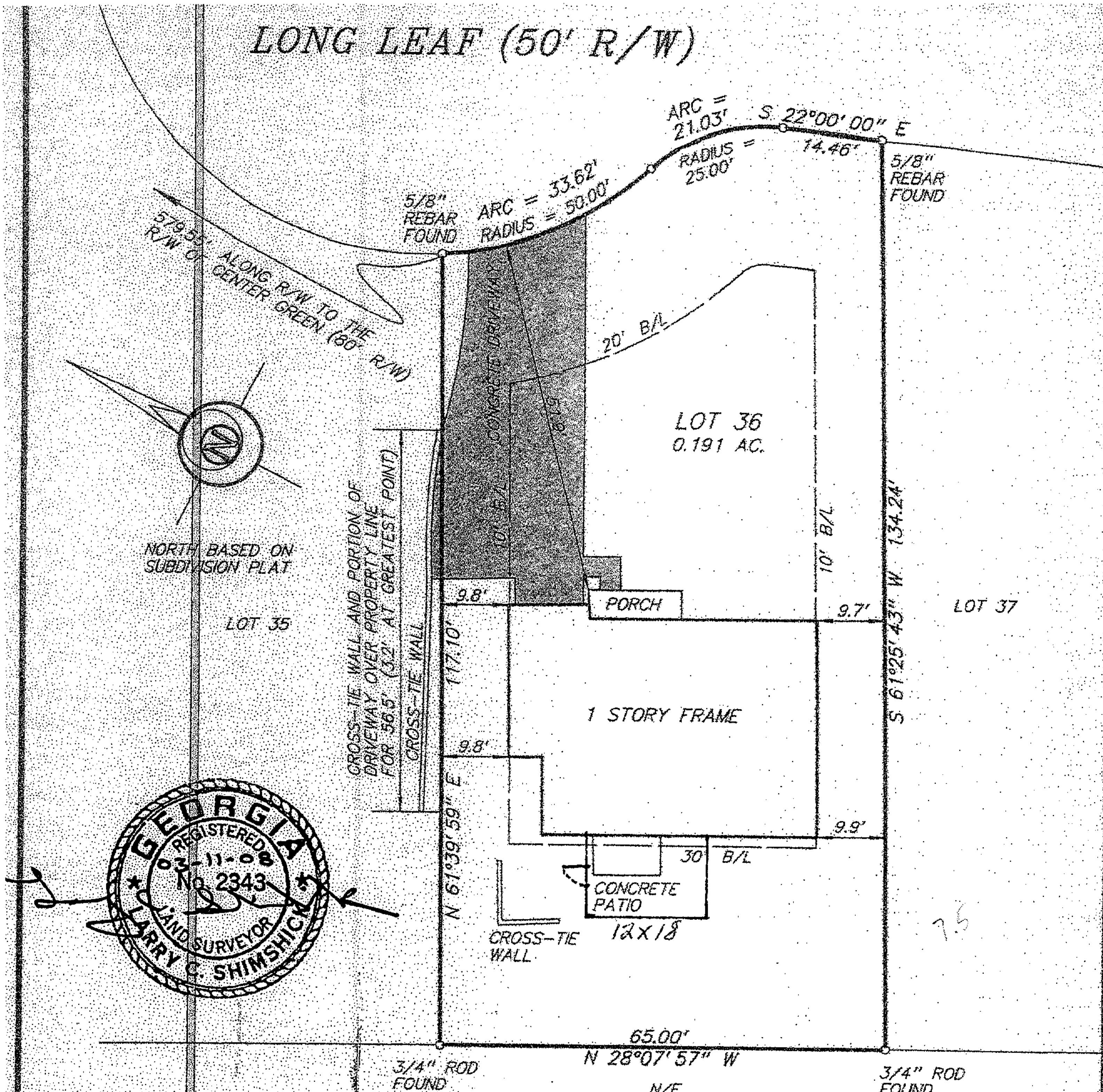
DATE: MARCH 19, 2008

We would like to request a variance of no more than 10' in to the rear lot area in order to allow for the addition of a sun room to the back of the house.

Our potential buyer is a senior citizen moving here to be close to one of her children. The house is a little small for her, and she would like to be able to add on an approx. 12 X 18 (or something close to that) to enlarge the living space. She would like to enjoy looking at the extra large green space behind the house (right now there is no view on the back of the house). She is on a fixed income that doesn't allow for her to buy anything more expensive that already has the room she needs, and is in good condition.

We know that this addition would increase property values in the neighborhood in this era of remodeling and updating already existing properties throughout Peachtree City.

The addition would not encroach on anyone else's property, nor would it obstruct the view from the other properties adjoining it.



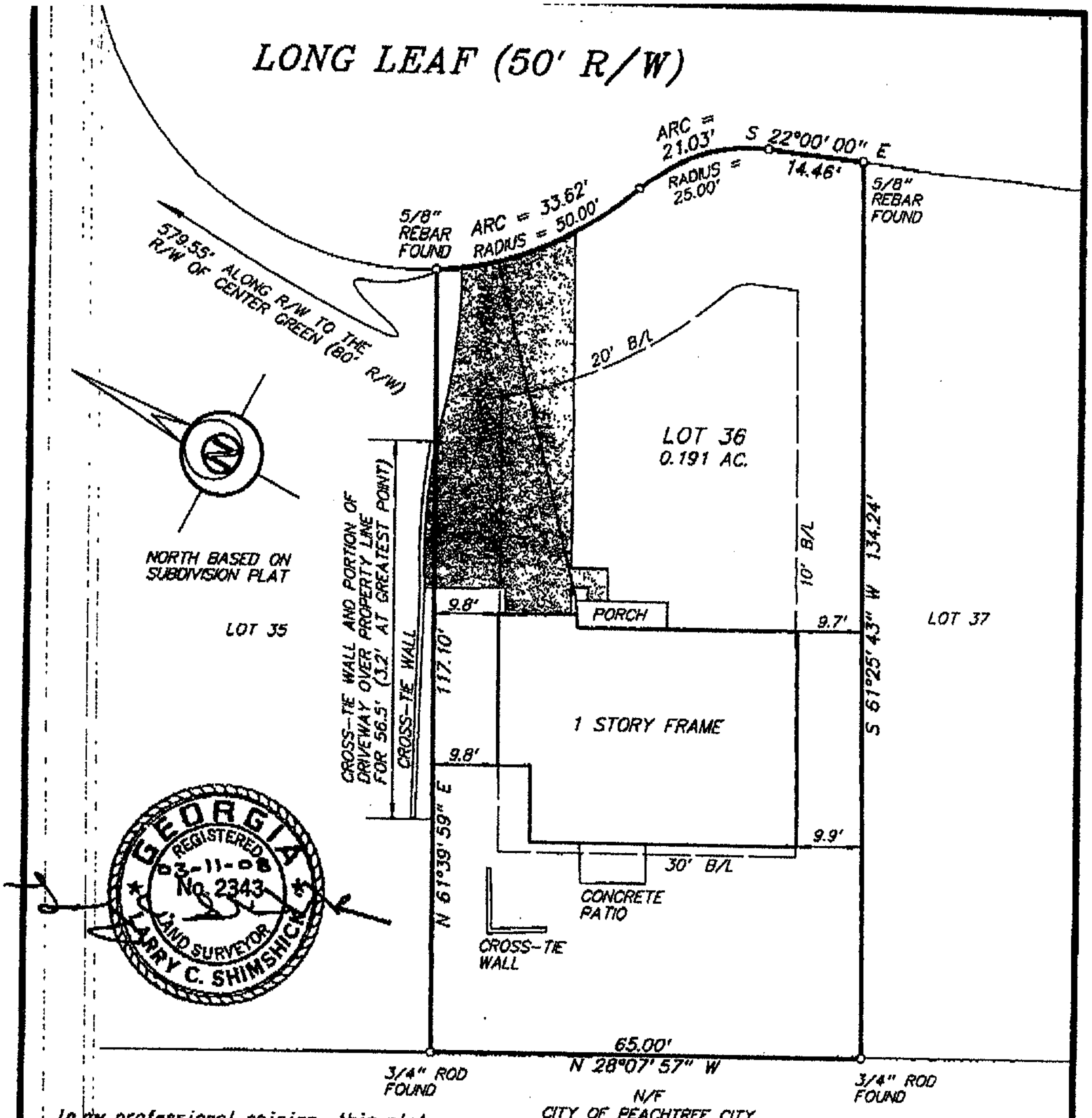
In my professional opinion, this plat is a correct representation of the land platted and has been prepared in conformity with the minimum standards and requirements by law.

This plat was prepared for the exclusive use of the person, persons or entity named hereon. Said plat does not extend to any unamed person, persons or entity without a recertification by the surveyor naming said person, persons or entity.

CLOSURE DATA
FIELD CLOSURE = 1':10,000'+
ANGLE POINT ERROR = < 10"
EQUIPMENT USED: E.D.M. & THEODOLITE
ADJUSTMENT METHOD: NONE
PLAT CLOSURE = 1':100,000'+

Graphic Scale: 1 inch = 20 feet

In my professional opinion, this property does not lie within the 100 year flood plain as shown on the FLOOD INSURANCE RATE MAP.
Community No.: 130078 0090 D
Dated: MARCH 18, 1996



In my professional opinion, this plat is a correct representation of the land platted and has been prepared in conformity with the minimum standards and requirements by law.

This plat was prepared for the exclusive use of the person, persons or entity named hereon. Said plat does not extend to any unamed person, persons or entity without a recertification by the surveyor naming said person, persons or entity.

CLOSURE DATA
FIELD CLOSURE = 1':10,000'+
ANGLE POINT ERROR = < 10"
EQUIPMENT USED: E.D.M. & THEODOLITE
ADJUSTMENT METHOD: NONE
PLAT CLOSURE = 1':100,000'+

Graphic Scale: 1 inch = 20 feet

0' 20' 40' 60' 80'

In my professional opinion, this property does not lie within the 100 year flood plain as shown on the FLOOD INSURANCE RATE MAP. Community No.: 130078 0090 D Dated: MARCH 18, 1996

PREPARED FOR:

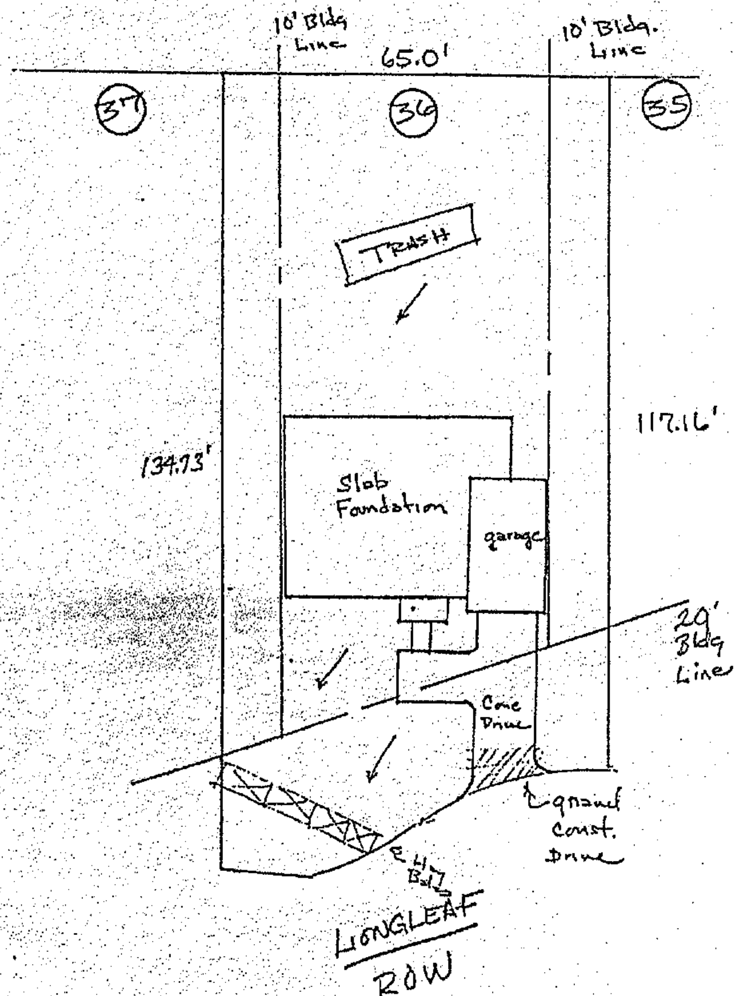
ELISE G. PRESCOTT

SUBDIVISION: **CENTER GREEN III**		PLAT BOOK 16, PAGES 20-21
LOT 36	LAND LOT: 50	DATE OF SURVEY: 03/10/08
BLOCK	6th DISTRICT	DATE OF DRAWING: 03/10/08
SCALE: 1" = 20'	FAYETTE COUNTY, GA.	JOB No. 0803007

W.D. Gray and Associates, Inc.

land surveyors - planners

160 GREENCASTLE ROAD SUITE B TYRONE, GA. 30290
PH. 770-486-7552 FAX 770-486-0496



ResiVenture Inc.

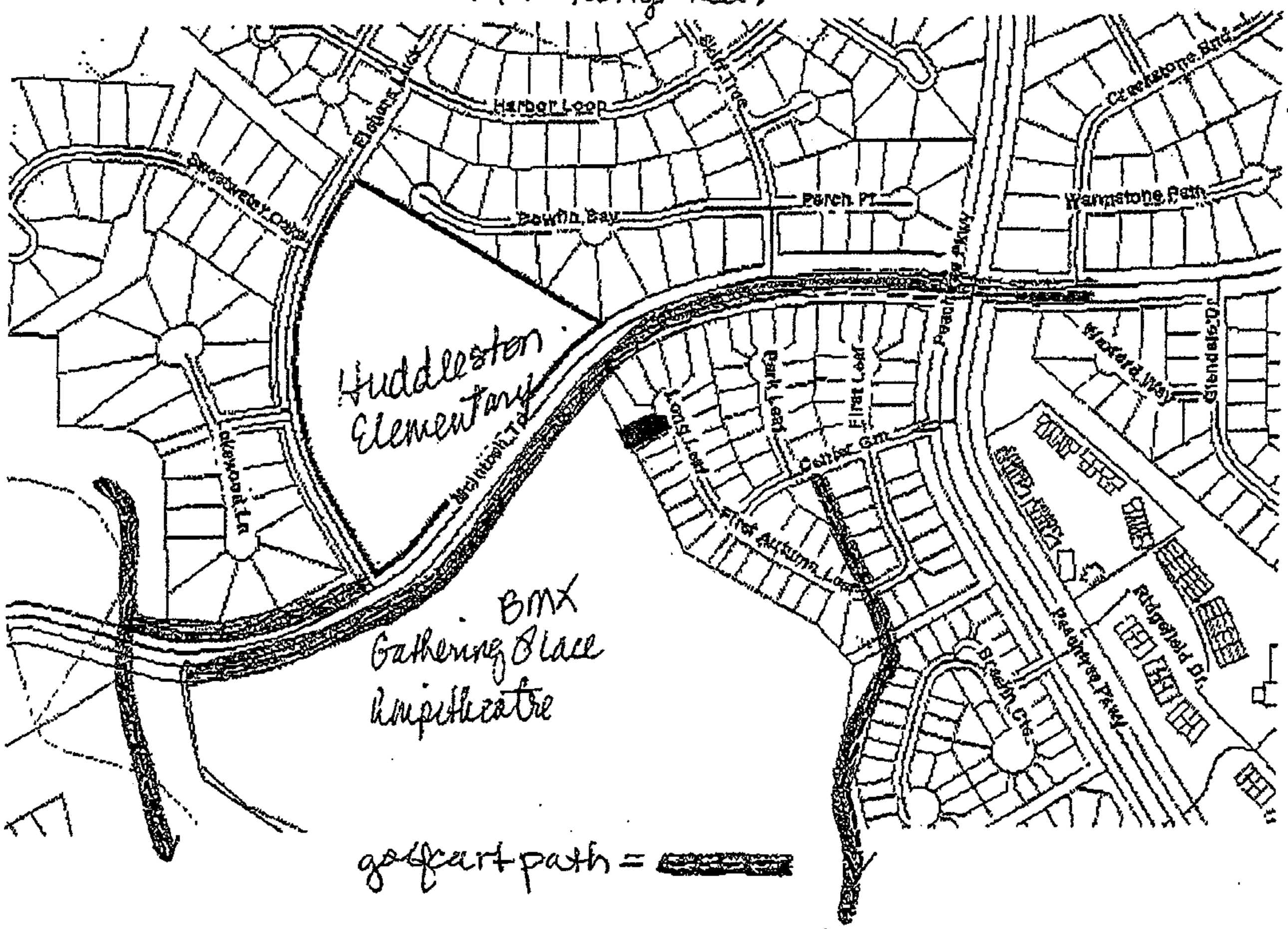
Subdivision Center Green		
Lot 36	Block	
Land Lot 50	District 6	County Fayette
Date 6-20-85	Scale 1"=20'	

Front of House at 147 Long Leaf

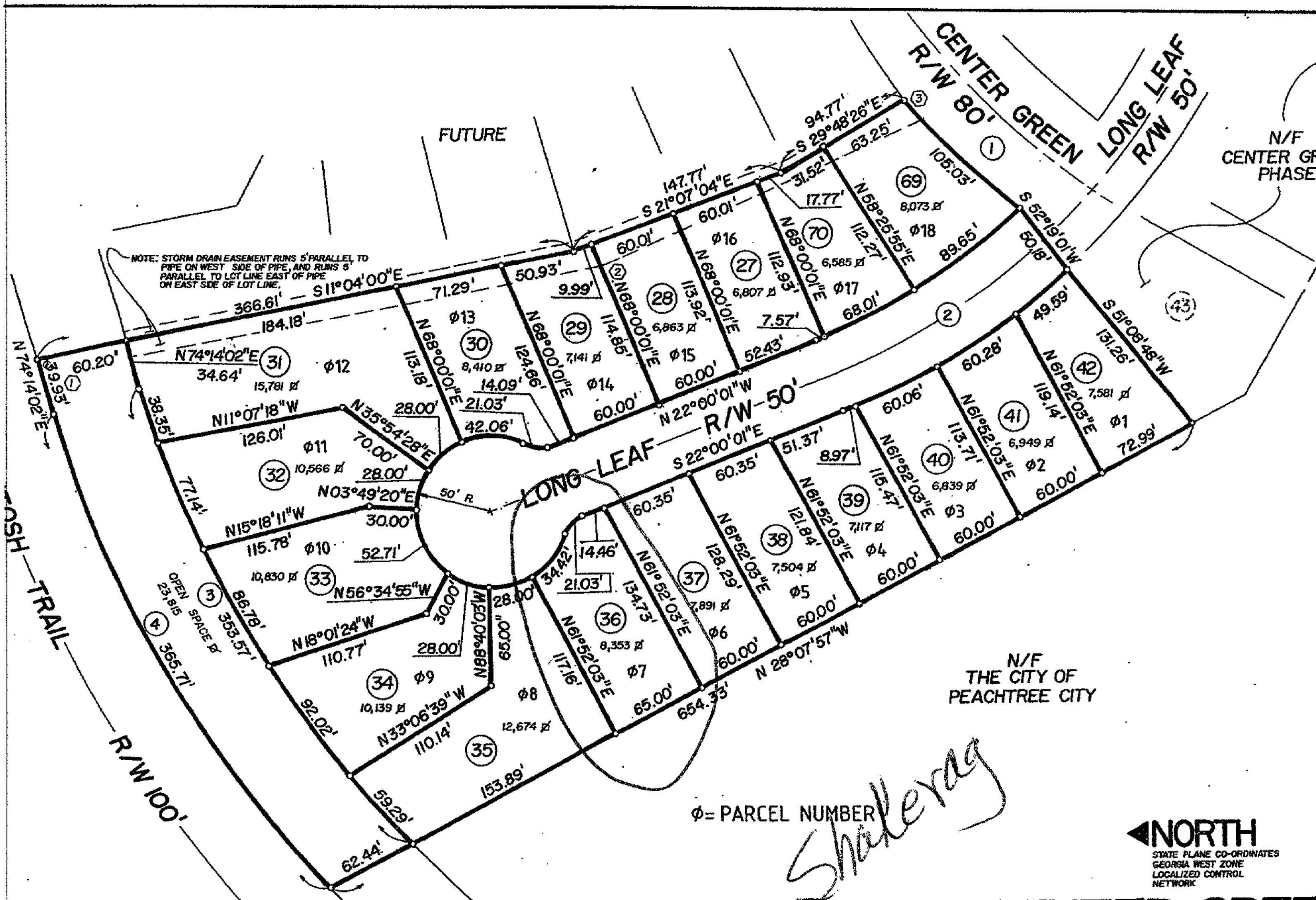
Back of house at 147 Long Leaf

View of green belt from back of house

147 Long Leaf



golfcart path =



CENTER GREE

RAIN INVERTS

INV.	SIZE
830.81	24"
820.15	24"
809.33	24"

SCALE
0 25 50 100

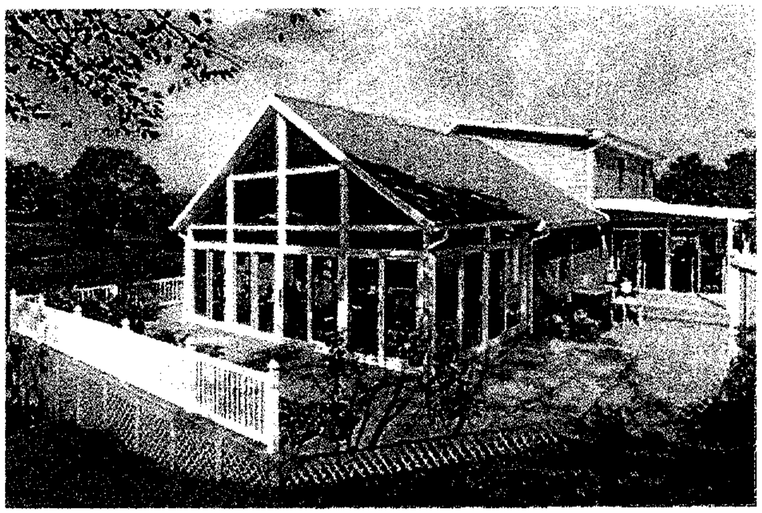
RADIUS	DELTA	ARC	TAN	CHORD	CHORD BRNG
358.10'	38°20'42"	239.66'	124.51'	235.21'	N50°49'40"E
477.47'	17°11'44"	143.30'	72.19'	142.76'	N51°14'41"W
703.74'	28°47'12"	353.57'	180.60'	349.87'	S59°29'57"W
763.74'	27°26'08"	365.71'	186.43'	362.23'	N60°10'29"E

peachtree city
development co
manager

P.O.Box2007 404-4
Peachtree City, Georgia

6th DISTRICT
FAYETTE COUNTY, GA.

Close Window



Play Slideshow

Previous Slide | Next Slide

Sunroom - Patio Enclosures, Inc. - 0022-Logan OH

example
(will be on a slab)

Call us at 1-800-810-7666

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- Conservatories
- Pool Enclosures
- Patio Room Enclosures
- Patio Awning Covers
- Photo Gallery

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- FAQs
- Comparisons
- Testimonials
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example
(will be on a slab

patio ENCLOSURES, INC.

Close Window X

Play Slideshow

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Sunroom - Patio Enclosures, Inc. - 0261-Villa Rica GA

example
(will be on a slab)

Travis and Lori Johnson
151 Long Leaf
Peachtree City, Georgia 30269

March 20, 2008

To Whom It May Concern:

We think it would be great for a sunroom to be added on the rear of the property at 147 Long Leaf in Peachtree City, Georgia. Adding a sunroom would add value to our neighborhood and hopefully increase all of our property values in a struggling housing market. The sunroom wouldn't disturb our view or be an issue for us. We think this would be a great addition to our older neighborhood, and we hope you allow it.

Thanks!

Lori Johnson

Travis and Lori Johnson

Mary Ellen Hill
145 Long Leaf
Peachtree City, GA 30269

March 19, 2008

To whom it may concern:

I give my permission to allow for a sun room to be built on the rear of the house at 147 Long Leaf in Peachtree City, Georgia. A sunroom wouldn't detour my view of my backyard. I feel that a sunroom would add to the value of the home and increase the value of our neighborhood. I hope you will allow the addition of the sunroom at 147 Long Leaf.

Thanks.

Mary Ellen Hill

Mary Ellen Hill

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO:	Mayor and City Council
VIA:	Bernard J. McMullen, City Manager
FROM:	Paul J. Salvatore, Financial Services Director P.S. jc Janet I. Camburn, Assistant Finance Director jc
DATE:	April 9, 2008
SUBJECT:	Annual Audit and Comprehensive Annual Financial Report for the **Fiscal Year Ended September 30, 2007**
	April 17, 2007 City Council Agenda

Recommendation:

It is Staff's recommendation that City Council accept the Comprehensive Annual Financial Report (CAFR) for the **Fiscal Year Ended September 30, 2007**.

Discussion:

The Comprehensive Annual Financial Report for the Fiscal Year Ended September 30, 2007, is available online at www.ptcgovernment.org/govt/pdf/2007_CAFR_COMPLETE.pdf. If you prefer a bound copy of the CAFR, please contact the Finance Department and one will be placed in your mailbox at City Hall. The City's auditing firm, Mauldin & Jenkins, LLC, has issued an unqualified report (clean opinion) on these financial statements.

Representatives from Mauldin & Jenkins will be at the April 17, 2008, City Council meeting to present their "Annual Audit Agenda" (see attachment). This document discusses their findings during the 2007 audit process and current pronouncements (Governmental Accounting Standards and Statements of Auditing Standards) that will apply to future City audits. They will also be available to answer any questions that you may have regarding the fiscal year 2007 audit and/or financial statements.

City management's responses to the Mauldin & Jenkins "Annual Audit Agenda" are attached to this memorandum and are to be read in conjunction with the Mauldin & Jenkins agenda item.

As required, the CAFR has been submitted to the State of Georgia Department of Audits for review and to Disclosure USA to meet continuing bond disclosure requirements. The

CAFR has also been submitted to the Government Finance Officers Association (GFOA) for consideration for the Certificate of Achievement for Excellence in Financial Reporting. The CAFR will be placed on the City's web site shortly and a bound copy will be available at the Library and in the lobby of City Hall.

If you have any questions regarding the CAFR, the audit process, the Mauldin & Jenkins "Annual Audit Agenda," or City management's responses, please do not hesitate to contact staff.

Budget Impact

There is no budget impact. Costs associated with the audit of the 2007 financial statements are within the 2008 annual budgeted amounts.

JIC/CITY COUNCIL – 2007 CAFR

Attachments

MANAGEMENT'S RESPONSES
TO THE MAULDIN & JENKINS "ANNUAL AUDIT AGENDA"

The following are responses to the Mauldin & Jenkins "Annual Audit Agenda" to be presented to City Council on April 17, 2008, and are to be read in conjunction with the Mauldin & Jenkins agenda item.

Required Communications

As indicated on page 8 of the Mauldin & Jenkins "Annual Audit Agenda," the City has booked the only audit adjustment recommended by Mauldin & Jenkins as part of the 2007 annual audit process. Finance personnel were made aware of this contingent liability at the close of the audit process through the auditors' required communication with the City Attorney.

Accounting Recommendations and Related Matters

The American Institute of Certified Public Accountants (AICPA) regularly issues standards that establish standards and provide guidance to independent auditors that are required to be applied during their audits. Statements of Auditing Standards Nos. 103 through 112 are the latest standards issued that either applied to the fiscal year 2007 audit or will apply to future City audits and will impact City staff throughout the year and as they prepare for the annual audit process.

A. Statement of Auditing Standards (SAS) No. 103 (page 10) – Audit Documentation

City management is aware of the requirements under the Statement on Auditing Standards (SAS) No. 103, issued in October 2005. This standard was effective for the fiscal year 2007 financial statements. Staff was able to meet the necessary work for this standard through the use of uncompensated night and weekend time by an exempt, degreed, certified accountant. With the recent addition of an Accounting Manager, the responsibilities necessary in subsequent years to complete work required prior to the audit will be spread between two staff members.

B. Statement of Auditing Standards (SAS) Nos. 104 –111 (page 10) – Risk Assessment Standards

City management is also aware of Statements of Auditing Standards (SAS) Nos. 104 – 111, issued in March 2006. With the recent addition of an Accounting Manager, we feel that we can continue to improve; and now document and monitor internal controls to meet the requirements of these auditing standards, effective for fiscal year 2008.

C. Statement of Auditing Standards (SAS) No. 112 (page 10) – Communication of Internal Control Related Matters Identified in an Audit

City management is also aware of Statement of Auditing Standards (SAS) No. 112 issued in May 2006. This standard was effective for the fiscal year 2007 financial statements. Staff was again able to meet the necessary work for this standard through the use of uncompensated night and weekend time by an exempt, degreed, certified accountant. With the recent addition of an Accounting Manager, the responsibilities necessary in subsequent years to complete work required prior to the audit will be spread between two staff members.

Item Noted as "Recommendations for Improvement" (page 11)

1) Accrual of Liabilities - Finance personnel were made aware of this contingent liability at the close of the audit process through the auditors' required communication with the City Attorney. In order to avoid this issue in the future, City staff will discuss any potential contingent liabilities with the City Attorney prior to the close of the City's books and the actual audit process.

Items Noted as "Other Matters" (pages 11 and 12)

1) City management is aware of GASB Statement Nos. 43 and 45 regarding Other Post Employment Benefits (OPEB). The City provides post employment health insurance benefits for public safety personnel only. Currently, the City has no retirees receiving these benefits, so there is no "pay-as-you-go" expense to the City. Management is aware of the potential liability and will be working with the City's actuary during this fiscal year to address the issues. Funding for this work has been provided in the fiscal year 2008 budget.

2) City management is aware of GASB Statement Nos. 48 through 51 and will continue to monitor these statements, if applicable, to ensure the City's compliance.

Peachtree City, Georgia

Annual Audit Agenda
September 30, 2007

Presented by:

Miller G. Edwards and
Adam M. Fraley
of

MAULDIN & JENKINS
CERTIFIED PUBLIC ACCOUNTANTS, LLC

CITY OF PEACHTREE CITY

Annual Audit Agenda

September 30, 2007

PURPOSE OF ANNUAL AUDIT AGENDA

- Overview of Auditor.
- Overview of:
  - Audit Opinion.
  - Financial Statements and Footnotes.
  - Compliance Report.
- Required Communications under Government Auditing Standards.
- Accounting Recommendations and Related Matters.
- Answer Questions.

OVERVIEW OF AUDITOR

Mauldin & Jenkins:

- Large regional firm serving the Southeastern United States with a primary emphasis in Georgia.
- Founded in 1920.
- Offices located in Atlanta, Macon, Albany and Birmingham with firm governmental leadership positioned in the Macon office.
- Serve more governmental entities in Georgia than any other certified public accounting firm requiring over 40,000 hours of service on an annual basis.
- Most recent auditor for approximately 25 counties in Georgia, as well as another 40 cities in Georgia, and over 110 total governmental entities in Georgia.
- Auditor of a substantial part of the State of Georgia including approximately 25% of the State's general fund, and approximately 12 of the State of Georgia's component units.

Engagement team leaders on the audit engagement include:

- Miller Edwards, Overall Engagement Partner – 22 years experience serving governments.
- Adam Fraley, Engagement Partner – 11 years experience serving governments.
- Wade Sansbury, Q&A Partner – 12 years experience serving governments.

CITY OF PEACHTREE CITY

Annual Audit Agenda

September 30, 2007

AUDIT OPINION

City of Peachtree City's Responsibility

The financial statements are the responsibility of the City of Peachtree City's management and Council.

Auditor's Responsibility

Our responsibility, as external auditors, is to express an opinion on these financial statements.

Auditing Standards

We audited the City's financial statements in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* issued by the Comptroller General of the United States.

Clean Opinion

The financial statements of the City are considered to present fairly the financial position and results of operations as of, and for the year ended September 30, 2007.

REVIEW OF FINANCIAL STATEMENTS AND FOOTNOTES

Statement of Net Assets

This statement attempts to provide a reader of the financial statements with a full accrual perspective and reflects separately the governmental activities from the business-type activities. Both such columns are on the full accrual basis of accounting.

The City's governmental activities net asset position increased from $74,798,849 to $76,783,771 while the net asset position for the City's business-type activities equity position increased from $8,197,204 to $8,348,404. These changes are reconciled on the City's "Statement of Activities".

In reference to the City's net assets, it is important to note that $61,498,963 and $7,620,832 for governmental activities and business-type activities, respectively, of total net assets is invested in capital assets (net of any related debt). While the City is reflecting total net assets of $76,783,771 and $8,348,404 for governmental activities and business-type activities, respectively, only $12,004,774 and $383,018 for governmental activities and business-type activities, respectively, is unrestricted and considered available for operations.

Statement of Activities

This statement reflects the net costs of providing governmental and business-type activities on the full accrual basis of accounting and reconciles to the statement of net assets.

Footnotes

Note 1 – Accounting Policies

This footnote discusses the overall organization of the City and the nature of its operations. This note also discloses pertinent information regarding the governing body of the City.

This footnote continues by sharing with a reader of the financial statements the significant accounting polices and principles utilized in the preparation of the financial statements.

Footnotes (Continued)

Note 2 – Reconciliation of Government-wide Financial Statements and Fund Financial Statements

This footnote provides additional detailed information, which is not already shown within the financial statements themselves, on the differences between the City's fund level financial statements and its government-wide financial statements.

Note 3 – Legal Compliance – Budgets

This footnote discloses the City's procedures in establishing its annual budget.

Note 4 – Deposits and Investments

This disclosure addresses common deposit and investment risks related to credit risk, concentration of credit risk, and interest rate risk.

Note 5 – Receivables

This footnote discloses the City's property tax calendar and detailed information on various receivable (and allowances for doubtful receivables) balances.

Note 6 – Capital Assets

This footnote discloses the City's capital asset activity and its related accumulated depreciation for the year.

Note 7 – Long-Term Debt, Capital Leases, and Other Financing Arrangements

This footnote discloses the City's various long-term debt activities for the year and other information and maturities for this long-term debt.

Note 8 – Interfund Receivables, Payables, and Transfers

This footnote discloses detailed information on the City's interfund balances and transfers and the purpose for these balances and transactions.

Footnotes (Continued)

Note 9 – Commitments and Contingent Liabilities

This footnote discloses the contingencies from potential litigation, claims, and assessments filed against the City and significant contractual commitments of the City at year-end.

Notes 10, 11 & 12 – Defined Benefit and Defined Contribution Pension Plans

These footnotes disclose the details of the City's Defined Benefit Pension Plan and Deferred Compensation Plan including funding polices and the amount of required contributions as compared to actual contributions.

Notes 13 – Joint Venture

This footnote discloses the City's relationship with the Atlanta Regional Commission.

Note 14 – Hotel/Motel Lodging Tax

This footnote discloses the City's tax rate for hotel/motel taxes, along with the amounts and nature of these revenues and expenditures.

Note 15 – Risk Management

This footnote discloses the City's various risks of loss and the measures the City has taken to mitigate those potential losses, including the City's participation in the Georgia Interlock Risk Management Agency Property and Liability Insurance Fund and the Georgia Municipal Association Group Self-Insurance Worker's Compensation Fund public entity risk pool.

Note 16 – Changes in Reservations and Designations

This footnote discloses the changes in reserved fund balances for the City's major governmental funds and nonmajor funds in the aggregate.

Note 17 – Discretely Presented Component Units

This footnote discloses condensed financial statements for the City's discretely presented component units.

COMPLIANCE REPORT

Last, but not least, the financial report package contains a report on our tests of the City's internal controls and compliance with laws, regulations, etc. The report is not intended to provide an opinion, but to provide a form of negative assurance as to the City's internal controls and compliance with applicable rules and regulations.

This report and the procedures performed are required by *Government Auditing Standards.*

REQUIRED COMMUNICATIONS

The Auditor's Responsibility Under Auditing Standards Generally Accepted in the United States of America

Our audit of the financial statements of the City for the year ended September 30, 2007 was conducted in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether caused by error, fraudulent financial reporting or misappropriation of assets. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. Accordingly, the audit was designed to obtain reasonable, rather than absolute, assurance about the financial statements. We believe our audit accomplishes that objective.

In accordance with *Government Auditing* Standards, we have also performed tests of controls and compliance with laws and regulations that contribute to the evidence supporting our opinion on the financial statements. However, they do not provide a basis for opining on the City's internal control or compliance with laws and regulations.

Accounting Policies

Management has the ultimate responsibility for the appropriateness of the accounting policies used by the City. There were no significant new accounting policies or standards implemented this year. There are new accounting standards which will be required to be implemented in the coming years. These are discussed in the later in this document.

In considering the qualitative aspects of the City's accounting policies, we did not identify any significant or unusual transactions or significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus. The City's policies relative to the timing of recording of transactions are consistent with GAAP and typical government organizations.

Management Judgments and Accounting Estimates

Accounting estimates are an integral part of the preparation of financial statements and are based upon management's current judgment. The process used by management encompasses their knowledge and experience about past and current events and certain assumptions about future events. Management has informed us they used all the relevant facts available to them at the time to make the best judgments about accounting estimates and we considered this information in the scope of our audit. We considered this information and the qualitative aspects of management's calculations in evaluating the City's significant accounting estimates. Estimates significant to the financial statements include such items as the estimated incurred but not reported liability for insurance claims payable, the estimated allowance for uncollectible accounts receivable, and the estimated lives of capital assets.

Financial Statement Disclosures

The footnote disclosures to the financial statements are also an integral part of the financial statements. The process used by management to accumulate the information included in the disclosures was the same process used in accumulating the financial statements and the accounting policies described above are included in those disclosures. The overall neutrality, consistency, and clarity of the disclosures was considered as part our audit and in forming our opinion on the financial statements.

Significant Difficulties Encountered in Performing the Audit

We encountered no difficulties in dealing with management relating to the performance of the audit.

Audit Adjustments

During our audit of the City's basic financial statements as of and for the year ended September 30, 2007, we proposed an audit adjustment to the Stormwater Fund of the City which resulted in an adjustment of $150,000 to increase accrued liabilities. The specific details of this proposed audit adjustment is included with our Audit Agenda package of information for your review and discussion. This adjustment has been delivered to and discussed with management.

Uncorrected Misstatements

We had no uncorrected adjustments.

Disagreements with Management

We encountered no disagreements with management over the application of significant accounting principles, the basis for management's judgments on significant matters, the scope of the audit, or significant disclosures to be included in the financial statements.

Representation from Management

We requested written representations from management relating to the accuracy of information included in the financial statements and the completeness and accuracy of various information requested by us, during the audit. Management provided those written representations without a problem.

Management's Consultations with Other Accountants

We are not aware of any consultations management had with other accountants about accounting or auditing matters.

Significant Issues Discussed with Management

There were no significant issues discussed with management related to business conditions, plans, or strategies that may have affected the risk of material misstatement of the financial statements.

Other Information in Documents Containing Audited Financial Statements

We are not aware of any other documents that contain the audited basic financial statements. If such documents were to be published, we would have a responsibility to determine that such financial information was not materially inconsistent with the audited statements of the City.

Independence

We are independent of the City, and all related organizations, in accordance with auditing standards promulgated by the American Institute of Public Accountants and *Government Auditing Standards*, issued by the Comptroller General of the United States.

ACCOUNTING RECOMMENDATIONS AND RELATED MATTERS

New Audit Standards

The American Institute of Certified Public Accountants (AICPA) has been very busy over the past couple years with the issuance of several new auditing standards, which should be of interest to the City.

A. The first one to mention is the **Statement on Auditing Standards (SAS) No. 103, *Audit Documentation,* which was issued in October 2005**. This new audit standard establishes standards and provides guidance, to auditors of non-SEC entities, relative to audit documentation. Of particular interest to the City is requiring that the auditor's report not be dated earlier than the date on which the auditor obtained sufficient appropriate audit evidence to support the opinion on the financial statements. Historically, the audit report date has been the last day of fieldwork. This standard was implemented during the audit of the current year for the City.

B. A series of eight (8) new audit standards commonly known as **SAS's 104 – 111 Risk Assessment Standards were issued by the AICPA in March 2006** relating to risk assessment involved in the planning and performance of a financial statement audit. One of the major changes resulting from these new standards is that auditors will be required to gain a more in-depth understanding of the client and its operating environment, including its internal controls. In the past, auditors were only required to gain an understanding of internal controls; whereas, auditors will now be required to evaluate the design of relevant controls and determine whether these controls have been placed into operation. To make this determination, auditors will be required to test controls even when they plan to place no reliance on them during the performance of the audit.

   These new audit standards also require more detailed documentation than previously issued standards. The additional testing requirements, along with the more extensive documentation demands, are expected to result in a significant increase in the total hours required to perform an audit. Even though the verdict is still out there, many industry experts believe the cost of performing an audit under these new standards will increase audit costs by approximately 20%. We are currently in the process of modifying our audit approach in order to implement these new standards in an effective and efficient manner.

   These new audit standards will be required for the audit of the City for the year ended **September 30, 2008**.

C. The final standard to mention is the **Statement on Auditing Standard No. 112, *Communicating Internal Control Related Matters Identified in an Audit* which was issued in May 2006**. This new audit standard will require the auditor to report significant deficiencies in internal control if the City does not take greater responsibility for accounting records and preparation of financial statements. This new standard identifies specified control deficiencies that ordinarily will be considered at least *significant deficiencies*, and identifies specified circumstances that should be regarded as at least a significant deficiency and a strong indicator of a *material weakness*. This standard was implemented during the audit of the current year for the City.

Recommendations for Improvement

During our audit of the financial statements as of and for the year ended September 30, 2007, we noted areas within the accounting and internal control systems that we believe can be improved. We noted an item as a significant deficiency (and a material weakness) in our supplemental reports on internal controls and compliance.

1. Accrual of Liabilities

During our review of correspondence from various parties, including attorneys, as well as our ongoing discussions with management in relation to recognition and recording of accrued liabilities, we noted the City had not accrued a liability for a judgment entered against the City pertaining to the Stormwater Fund in the amount of $150,000. This required an adjustment to increase expenses and liabilities at September 30, 2007. Communication between Finance, City management, and the City Attorney is a key ingredient to ensuring that all contingent liabilities are recorded or disclosed as appropriate per generally accepted accounting principles. We recommend City officials consider the above thoughts in future periods when adjusting the respective general ledgers.

The above significant deficiency is an example of the implementation of new auditing standards which require the communication of such matters when amounts adjusted exceed certain parameters and thresholds. That being said, we believe City officials should be commended for their extensive effort in preparing for this year's audit which resulted in the fewest number of audit adjusting journal entries ever noted in the City's annual audits.

Other Matters

During our audit of the financial statements as of and for the year ended September 30, 2007, we noted other matters which we wish to communicate to you in an effort to keep the City abreast of accounting matters that could present challenges in financial reporting in future periods.

1. New Pronouncement: GASB Statement No.'s 43 and 45 – Other Post Employment Benefits (Effective for Fiscal year 9/30/08)

GASB has issued pronouncements regarding the recording and recognition of Other Post Employment Benefits (OPEB) which is effective for the City during fiscal years 9/30/07 (GASB 43) and 9/30/08 (GASB 45). OPEB includes:

- Post employment healthcare benefits (i.e., medical, dental, vision, hearing, etc.)
- Other forms of post-employment benefits when provided separately from a pension plan (i.e., life insurance, long-term care, cash stipends if compensation for services).

Postemployment benefits (pensions and OPEB) are part of the compensation for services rendered by employees (meaning, they are part of an exchange transaction). Benefits are "earned," and obligations accrue or accumulate, during employment. Payment is deferred until after employment.

Currently, plans are typically financed on a *pay-as-you-go basis*. The measurement focus of financial reporting is on contributions or benefits *paid*—outflows of *current financial resources*. Additionally, the current Long-term financial implications of an OPEB transaction, including the accrued obligation and the potential demand on future cash flows, are not reported, and oftentimes are not estimated for budgetary purposes.

The objective of the new GASB pronouncements is to recognize OPEB cost (expense) systematically over employees' years of service, and to report OPEB consistent with pension plans. Also, an objective is to provide relevant information about:

- the accrued OPEB obligation
- the cost of services including the cost of OPEB
- the progress made in funding the plan

All post employment benefits (OPEB as well as pensions) will be reported using the same general approach. Biennial actuarial valuations will be required for all OPEB plans with total membership of over 200 participants.

At this time and as noted last year, our recommendation continues to be for the City Finance Department to determine if the City has any OPEB plans, and then prepare to obtain the actuarial valuation for each OPEB, if appropriate.

2. <u>Other New GASB Standards</u>

As has been the case for the past 10 years, GASB has issued several other new pronouncements which will be effective in future years. The following is a brief summary of the new standards:

- Statement No. 48, *Sales and Pledges of Receivables and Future Revenues and Intra-Entity Transfers of Assets and Future Revenues*, which provides new guidance for transactions like the selling of receivables and revenue streams. This is effective for the City with fiscal year ending September 30, 2008.

- Statement No. 49, *Accounting and Financial Reporting for Pollution Remediation Obligations*, addresses liabilities for existing pollution remediation projects as they are discovered and acted upon. This is effective for the City with fiscal year ending September 30, 2009.

- Statement No. 50, *Pension Disclosures*, amends existing footnote disclosure requirements to conform to OPEB requirements being implemented. This is effective for the City with fiscal year ending September 30, 2008.

- Statement No. 51, *Accounting and Financial Reporting for Intangible Assets*, which establishes accounting for assets such as easements, water rights, trademarks, and internally generated computer software. This is effective for the City with fiscal year ending September 30, 2010.

Summations of Thoughts Noted Above

We believe the implementation of these suggestions will enhance both the control environment and the financial reporting process, making both more effective. We also believe these recommendations can be easily implemented, and all problems resolved quite timely should management elect to employ the corrective measures.

CLOSING

If you have any questions regarding any comments, suggestions or recommendations set forth in this memorandum, we will be pleased to discuss them with you at your convenience.

This information is intended solely for the use of the City council and management, and others within the City's organization and is not intended to be and should not be used by anyone other than these specified parties.

We appreciate the opportunity to serve the City of Peachtree City and look forward to future engagements. Thank you.

CITY OF PEACHTREE CITY
INTEROFFICE MEMORANDUM

TO: **City Council**

VIA: **City Manager** *Bernard McMullen*
Finance Director *P.S.*
Assistant Finance Director *JC*
City Engineer *David A. Borkowski*

FROM: **Director of Leisure Services**

DATE: **April 9, 2008**

SUBJECT: **Consider Accepting Donation for Picnic Park/Drake Foot Bridge**
For April 17, 2008 City Council agenda

Recommendation: That Council accepts a donation of $12,000 from the TriPTC Inc. organization to be applied for payment in full for a foot bridge that would span the small creek between Drake Field and Picnic Park. Additionally, that Council approve up to $7, 700 from either Council Contingency or PIP Contingency for wet lands permitting related to this project. Request that this donation be accepted contingent on the bridge's final compliance with engineering, flood plain and wetlands ordinance requirements.

Discussion: The TriPTC Inc. group, which hosts the annual Sprint Adult Triathlon, approached the city with an offer of $12,000, proceeds from their last race, to be applied to a city project. Mr. John T. Reeves, respected architect and owner of Acreage to Eden, had previously approached the city with an offer to provide a bridge that would span the Drake/Picnic Park creek. He agreed to provide the design, fabrication and installation of the bridge for the amount of the proffered donation from TriPTC. The bridge with design, fabrication and installation is valued at more than $30,000. The bridge is constructed of heavy duty aluminum frame work and stainless steel cabling with a deck made of recycled plastic material. The construction is intended to be very weather resistant. The intent is for the bridge to be pedestrian only and bollards (posts) will be installed at each entrance side to ensure that only pedestrians or wheelchairs can pass.

If Council approved this donation, there will need to be an assessment of any wetlands. The assessment is projected to cost $2,700. If wetlands are determined to exist where the crossing will occur, and additional $5,000 will be needed to pay for submission of a Nationwide Permit to the Corps of Engineers.

Budgetary Impact: A maximum of $7,700.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor and City Council**
VIA:	**City Manager** **Financial Services Director** P.S. **Assistant Financial Services Director** **Purchasing Agent** R.E. **Developmental Services Director**
FROM:	**City Engineer** David A. Borkowski
DATE:	**April 11, 2008**
SUBJECT:	**Tinsley Mill Flood Mitigation Assistance Program Grant Acceptance** ***April 17, 2008 City Council Meeting***

Recommendation:

Staff recommends that City Council authorize the City Manager to sign the attached Flood Mitigation Assistance Program (FMA) Grantee-Subgrantee Agreement. Staff also recommends that City Council authorize the Mayor to sign the agreement between the City of Peachtree City and the Tinsley Mill Homeowners Association (TMHA).

Discussion:

Tinsley Mill Village has been experiencing reoccurring flooding since the early 1970's. Since the flooding occurs on private property, there has not been much that Peachtree City or Fayette County could do about the problem. However, several years ago the City, County and TMHA started working together to try and find a solution to the problem.

The solution that had been selected was for TMHA to hire a consultant to work through the Federal Emergency Management Agency (FEMA) grant process and procure Federal funds for flood mitigation. TMHA had hired Integrated Science and Engineering (ISE) to write a grant proposal and work through the different federal programs.

In March of 2005 the City of Peachtree City was awarded a Pre-Disaster Mitigation grant for a flood control project in Tinsley Mill. After the feasibility study was completed for this grant, it was determined that the continued pursuit of the original scope of work was not technically feasible. This grant was terminated and ISE and the City of Peachtree City worked on a new grant application.

A new grant application was completed in February of 2007 and submitted under the FMA program. This grant was approved in November of 2007. Since November staff has been working on an agreement with TMHA that stipulates how the local match will be funded along with other project management details.

Under the terms of the agreement between the City and TMHA, the City will accept the grant with a total approved cost of $892,410. The City will pay all invoices and submit reimbursement requests to FEMA and TMHA. FEMA will reimburse the City 75% and TMHA will pay the remaining 25%.

TMHA has agreed to reimburse the City for the 25% match and has provided a Letter of Credit in the amount of $95,000. This Letter of Credit will more than cover the 25% match amount of the design and permitting of this project.

The agreement is structured such that the TMHA has options to cancel this agreement during the design phase. There are adequate funds in the Letter of Credit to cover the design and any reimbursements that FEMA would want repaid if the project is canceled. In addition, TMHA has the option to cancel the agreement prior to the City entering into a construction contract if the bids come back high and there are not adequate funds in the grant. If the joint decision is made to bid and award a construction contract, TMHA will give the City of Peachtree City another Letter of Credit to cover the 25% match for the construction.

The awarding of the design contract for this project will be discussed in a separate memorandum.

Budget Impact:

The City of Peachtree City will be fully reimbursed for the cost of this project. There are adequate funds available to cover the payment of the invoices until reimbursement is received.

Attachments
- Letter of Credit
- City-TMHA Agreement
- Grantee-subgrantee Agreement

cc: City Engineer
City Manager

AGREEMENT

This agreement entered into this ____ day of _____, 2008, by and between TINSLEY MILL HOMEOWNERS ASSOCIATION, INC., (hereinafter "TMHA"), and the CITY OF PEACHTREE CITY, GEORGIA (hereinafter "City").

WHEREAS, the City has been awarded a FEMA Flood Mitigation Assistance Award, (hereinafter "FMA"), to reduce flooding damages in the Tinsley Mill Subdivision located on Flat Creek Road in the City with a total approved Project cost in the amount of $892,410.00 and

WHEREAS, the Award Terms require that 75% of the total approved cost, or $669,304.50 be in the form of Federal reimbursement for documented monies expended on the Project; and

WHEREAS, TMHA has agreed to be the local match provider, and to provide 25% of the total approved cost, or $223,105.50 for the Project and

WHEREAS, the City has agreed to serve as the local sponsor of the Award; and

WHEREAS, the Award Terms divide the total Project cost into four categories, Management Costs in the amount of $31,000.00, Engineering Costs in the amount of $44,325.00, Environmental Permitting Costs in the amount of $50,000.00 and Construction Costs in the amount of $767,085.00

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

1.

The City will serve as the local point of contact with Federal and State Project administration and will submit FMA Quarterly Progress Reports and FMA Progress Payment Requests as the local sponsor of the Award.

2.

The City will prepare the FMA Quarterly Progress Reports and FMA Progress Payment Requests along with appropriate documentation to ensure reimbursement of the Federal share of the Project costs, and to ensure reimbursement of the local share of the Project costs from TMHA.

3.

The City will administer the engineering and construction bid process and construction contract of the Project in accordance with existing City procurement procedures and serve as Project Manager.

4.

The City will work in good faith with TMHA to ensure their input is incorporated into the design plans. However the City will be the final decision maker on issues pertaining to engineering, construction, permitting, and award management. TMHA shall have the option to cancel this agreement should the THMA board not be in agreement with any phase of the design. TMHA shall also have the option to cancel this agreement after bids are received and prior to the City awarding a construction contract. TMHA agrees that after this agreement is canceled, TMHA agrees to be liable to re-pay FEMA all of the 75% reimbursement, if requested by FEMA, that has been distributed as of the date of cancellation. The City agrees not to enter into a construction contract without approval of THMA.

5.

TMHA shall provide the City proof that it has sufficient funds to cover the local match. TMHA will provide the City a Letter of Credit in the amount of $94,000 in order to cover the design and environmental permitting costs prior to the City signing this agreement. Prior to the City awarding a construction contract for the design improvements, TMHA will supply the City a revised Letter of Credit sufficient to cover the 25 percent local match for all project costs to date, and all projected project costs to completion of the project.

6.

The City will pay 100% of all invoices for this Project for Management Costs, Engineering Costs, Environmental Permitting Costs and Construction Costs. 75% of the costs will be reimbursed by the Federal share of the project costs and 25% of these costs will be reimbursed by TMHA.

7.

TMHA will fully fund, without reimbursement, any costs that exceed the total maximum of the local share of $223,105.50, and any costs that exceed the approved total project cost of $892,410.00.

8.

The City of Peachtree City will invoice the TMHA for reimbursement of any and all costs being paid by the City for this project, less any sums being reimbursed by FEMA. TMHA agrees to pay the City of Peachtree City within 30 days of the date of the invoice.

9.

By entering into this Agreement, the TMHA represents and warrants to the City that it has been authorized by the members of its association to enter into this Agreement.

TINSLEY MILL HOMEOWNER'S ASSOCATION, INC.

____
By: President

____

Attested by: ______________

Title: ____________________

[SEAL]

CITY OF PEACHTREE CITY,
GEORGIA

____
By: Harold Logsdon, Mayor

____
Attested by: Betsy Tyler
Title: City Clerk, Deputy

[SEAL]

GEORGIA EMERGENCY MANAGEMENT AGENCY

SONNY PERDUE
GOVERNOR

CHARLEY ENGLISH
DIRECTOR

November 20, 2007

Honorable Harold Logsdon
Mayor of Peachtree City
151 Willowbend Road
Peachtree City, Georgia 30269

Dear Mayor Logsdon:

On behalf of Governor Sonny Perdue, it is my pleasure to inform you that a Flood Mitigation Assistance program award (FMA-PJ-04-GA-2007-001) has been approved by the Federal Emergency Management Agency. The grant will be used to improve the existing berm along Cherry Branch Creek to mitigate flooding to homes located downstream. The total approved cost is $892,410 with a federal share of $669,304.50 and a local share of $223,105.50.

These funds are subject to the execution of the enclosed Grantee-Subgrantee Agreement. Please sign and return both copies of the agreement and a fully executed copy will be returned to you later for your files.

Thank you for your commitment to protect Georgia citizens. I appreciate your efforts to ensure that Georgia continues to be a safer place for us to live and raise our families. By working together, we are continuing to reduce the impacts caused by natural hazards. Should you have any questions regarding this grant, please contact Terry Lunn, Hazard Mitigation Division Director, at (404) 635-7016.

Sincerely,

Charley English

ce/kk
Enclosures
cc: David Borkowski, City Engineer
Peachtree City Government
Bernard McCullen, City Manager
Peachtree City Government
Jack Krakeel, Director
Fayette County Emergency Management Agency
Sheri Russo, Area Coordinator
Georgia Emergency Management Agency

RECEIVED

Post Office Box 18055 • Atlanta, Georgia 30316-0055
Phone (404) 635-7000 or toll-free in Georgia 1-800-TRY-GEMA • Fax (404) 635-7205
www.gema.state.ga.us

FLOOD MITIGATION ASSISTANCE PROGRAM (FMA)
Grantee-Subgrantee Agreement

This document is the Grantee-Subgrantee Flood Mitigation Assistance Agreement authorized by Sections 1366 and 1367 of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c and 4104d, and in accordance with 44 CFR Part 78, Flood Mitigation Assistance. Under this Agreement, the interests and responsibilities of the Grantee, herein after referred to as the State, will be executed by the Georgia Emergency Management Agency. The individual designated to represent the State is Mr. Charley English, Governor's Authorized Representative. The Subgrantee to this Agreement is Peachtree City. The interests and responsibilities of the Subgrantee will be executed by Peachtree City's agent, the Subgrantee's Authorized Representative.

1. The following Exhibits are attached and made a part of this agreement:

Exhibit "A":	Application for Federal Assistance, GEMA Form 150
Exhibit "B":	Assurances-Construction Programs, Standard Form 424B
Exhibit "C":	Project Administration Guidelines: Financial Assistance, Pre-Disaster Mitigation Program
Exhibit "D":	Immigration and Security Form
Exhibit "E":	Certification regarding Debarment, Suspension, and Drug-Free Workplace
Exhibit "F":	Certification for Contracts, Grants, Loans, and Cooperative Agreements
Exhibit "G":	Project Scope
Exhibit "H":	Quarterly Report Form
Exhibit "I":	Progress Payment Request Form

2. Pursuant to Section 553 of the National Flood Insurance Reform Act of 1994, herein referred to as "the Act," funds are hereby awarded to the Subgrantee on a 75 percent federal cost share basis for the Flood Mitigation project(s) described in Exhibits "A" and "N". The Subgrantee shall be responsible for the entire remaining 25 percent non-federal share of any costs incurred under Section 553 of the Act and this Agreement. For the non-federal share, not more than one half will be provided from in-kind contributions. Allowable costs will be governed by OMB circular A-87 and 44 CFR Part 13.

3. If the Subgrantee violates any of the conditions of disaster relief assistance under the Act, this Agreement, or applicable federal and state regulations; the State shall notify the Subgrantee that additional financial assistance for the project in which the violation occurred will be withheld until such violation has been corrected to the satisfaction of the State. In addition, the State may also withhold all or any portion of financial assistance which has been or is to be made available to the Subgrantee for other disaster relief projects under the Act, this or other agreements, and applicable federal and state regulations until adequate corrective action is taken.

4. The Subgrantee agrees that federal or state officials and auditors, or their duly authorized representatives may conduct required audits and examinations. The Subgrantee further agrees that they shall have access to any books, documents, papers and records of any recipients of federal disaster assistance and of any persons or entities which perform any activity which is reimbursed to any extent with federal or state disaster assistance funds distributed under the authority of the Act and this Agreement.

5. The Subgrantee will establish and maintain an active program of nondiscrimination in disaster assistance as outlined in implementing regulations. This program will encompass all Subgrantee actions pursuant to this Agreement.

6. The Federal Emergency Management Agency's Period of Performance for this award is from September 5, 2007 through September 30, 2010.

7. The certifications signed by the Subgrantee in the application relating to maintenance of a Drug-Free workplace (44CFR Part 17, Subpart F) and New Restrictions on Lobbying (44CFR Part 18) apply to this Grant Agreement and are incorporated by reference.

8. The written assurances provided by Peachtree City ~~DeKalb County~~ pertaining to FEMA's post award approval conditions apply to this Grant Agreement and are incorporated by reference.

9. The subgrantee shall follow Emergency Management and Assistance Regulations found in Title 44 Code of Federal Regulations (CFR) Part 13 and FEMA FMA program guidance to implement this grant award. The following Office of Management and Budget (OMB) Circulars are also applicable to this grant:

OMB Circular A-102 Uniform Administrative Requirements
OMB Circular A-87 Cost Principles; and
OMB Circular A-133 Audits of State and Local governments

10. There shall be no changes to this Agreement unless mutually agreed upon, in writing, by both parties to the Agreement.

______________________________ Governor's Authorized Representative

______________________________ Subgrantee's Authorized Representative

______________________________ Date

______________________________ Date

EXHIBIT "A"

APPLICATION FOR FEDERAL ASSISTANCE

1. Type of Submission: [X] Construction [ ] Non-Construction	2. Date Submitted: 05/31/07 3. Date Received by State: 05/31/07 4. Date Received by Federal: 05/31/07	Applicant Identifier: FMA-07-001 State Application Identifier: FMA07-PJ1 Federal Identifier: FMA-PJ-04-GA-2007-001

5. APPLICANT INFORMATION

Legal Name: Peachtree City Government	Organizational Unit:
Address (city, county, state and zip): 153 Willowbend Road Peachtree City, Georgia 30269-3104	Name and telephone number of the person to be contacted on matters involving this application (include area code): **Technical**: David Borkowski 770-631-2538 ext. 1141(O) 770-631-2552 (F) **Budgetary**: David Borkowski 770-631-2538 ext. 1141(O) 770-631-2552 (F) **Contractual**: Bernard McCullen 770-487-7657 (O) 770-631-2550 (F)
6. Employer Identification Number (EIN): 58-0973190	8. Type of Applicant (enter appropriate letter in box): [B] A. State B. County C. Municipal D. Special District E. Independent School District F. State Institution of Higher Learning G. Private University H. Other (List):
7. DUNS Number: 094077310	
9. Type of Application: [X] New [ ] Continuation [ ] Revision If revision, enter appropriate letter(s) in box(es): [ ] A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration Other (list):	10.- Name of Federal Agency: FEDERAL EMERGENCY MANAGEMENT AGENCY
11. Catalog of Federal Domestic Assistance Number: 97.029 Title: Flood Mitigation Assistance Grant	12. Descriptive Title of Applicant's Project:
13. Estimated Funding:	Remarks:

13. Estimated Funding:	
Federal:	$669,304.50
Applicant:	$223,105.50
State:	
Local:	
Other:	
Total:	$892,410.00

14. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

Typed Name of Authorized Representative: Bernard McCullen	Title: City Manager, Peachtree City	Telephone Number: 770-487-7657
Signature of Authorized Representative:		Date Signed:
Signature of Approving Authority:	Title: GEMA Director	Date Signed:

GEMA Form 150 December 2005

EXHIBIT "B"

ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability including funds sufficient to pay the non-Federal share of project costs to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of Sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act f 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentially of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federal-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of

employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE City Manager, Peachtree City
APPLICANT ORGANIZATION	DATE SUBMITTED

SF-424D (Rev. 7-97) Back

EXHIBIT "C"
GEORGIA EMERGENCY MANAGEMENT AGENCY
Flood Mitigation Assistance Program
Project Administration Guidelines: Financial Assistance

This fact sheet provides a synopsis of information contained in the Grantee-Subgrantee Agreement and other applicable documents. Its purpose is to provide general guidelines for efficient and timely Flood Mitigation Assistance (FMA) Grant Program project administration.

1. Project Identification. FEMA has assigned project number FMA-PJ-04-GA-2007-002 to this project. Please reference this number in all correspondence, as doing so will greatly assist us in processing any actions for this project.

2. Documentation. You must keep full documentation to get maximum payment for project related expenditures. Documentation will be required as part of the approved Flood Mitigation Assistance Grant Program project file. Documentation consists of:

   A. Grantee-Subgrantee Agreement.
   B. Canceled checks or vouchers.
   C. Contracts awarded.
   D. Invoices or other billing documents.
      (Settlement Statements, recorded deed, appraisals, etc.)
   E. Progress reports.
   F. Record of advance or progress payments (where applicable)

3. Funding. Cost sharing has been established at 75% federal and 25% non-federal.

4. Payments.

   A. Progress Payments.

      (1) When progress payments are desired, you must submit a written request (on provided form at Exhibit "~~F~~ I") and provide supporting documentation, such as a bill of sale and a copy of a check.

      (2) The Risk Reduction Specialist reviews the request and supporting documentation. The Governor's Authorized Representative (GAR) reviews and approves or denies the request.

      (3) If the request is denied, the GAR will inform you in writing that additional documentation is required to support the request.

      (4) If the request is approved, the GAR will authorize payment of the requested amount.

      (5) Quarterly report submissions must be current in order to receive progress payments.

B. Advance Payments. Advance payments will be made on an exception basis only.

5. Project Performance.

A. The period of performance is the time during which the subgrantee is expected to complete the scope of work. You may not expend FEMA funds beyond the period of performance. All costs must be submitted for reimbursement within 60 days of the end of the period of performance.

B. FMA Grant Program projects must be completed within two years of the FEMA award letter. For this grant, the period of performance has been established based on project milestones established by the applicant in their grant proposal. The initial period of performance runs through September 30, 2009.

C. Requests for time extensions to the Performance Period will be considered but will not be granted automatically and must be supported by adequate justification submitted to the State Office in order to be processed. This justification is a written explanation of the reason or reasons for the delay; an outline of remaining funds available to support the extended Performance Period; and a description of performance measures necessary to complete the project. Without the justification, extension requests will not be processed. Extensions will not be granted if the sub-grantee has any overdue financial or performance reports. If an extension is requested, it must be received prior to 90 days of the end of the performance period. When fully justified, the GAR may extend the period of performance for up to 12 months. Extensions beyond this will need FEMA approval as noted in Item 6 of the Grantee-Subgrantee Agreement.

6. Project Termination.

A. The Grantee, Sub-grantee, or FEMA may terminate grant award agreements upon giving written notice to the other party at least (7) calendar days prior to the effective date of the termination. All notices are to be transmitted via registered or certified mail.

B. The Sub-grantee's authority to incur new costs will be terminated upon the date of receipt of the notice or the date set forth in the notice. Any costs incurred prior to the date of the receipt of the notice or the date of termination set forth in the notice will be negotiated for final payment. Close out of the grant award will commence and be processed as prescribed under final inspection procedures described in this Grantee-Subgrantee Agreement.

7. Project Construction Bid Review/Contracts

A. The subgrantee must submit its bid timeline to GEMA.

B. Before the award of any bid phase, the subgrantee must submit the bid results to GEMA to ensure project and budget compliance.

C. The subgrantee must submit copies of all contracts awarded to complete the scope of work to GEMA.

8. Equipment/Supplies

A. The subgrantee must comply with the regulations listed in 44 CFR 13.32 Equipment, 44 CFR 13.33 Supplies, and 44 CFR 13.36 Procurement and must be in compliance with state laws and procedures.

9. Scope of Work/Budget Change Approval

A. Any deviation from the approved scope of work must be submitted in writing for approval prior to implementation.

B. Per OMB Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements and 44 CFR 13.30, you must obtain prior written approval for any budget revision.

10. Appeals.

A. You may submit an appeal on any item related to grant assistance. Appeals must be submitted to the GAR within 90 days of the action which is being appealed.

11. Progress Reports.

A. Quarterly progress reports are required. Use Exhibit "H".

B. The initial progress report will cover the period through March 31, 2008. It will be submitted no later than April 15, 2008.

C. Subsequent reports must be filed by you within fifteen days after the end of each calendar quarter (March 31, June 30, September 30, and December 31).

12. Interim Inspections. Interim inspections will be conducted by a state inspector and/or FEMA inspector as required.

13. Final Inspections.

A. Final inspections will be conducted by the state and/or FEMA inspectors on each FMA Grant Program project.

B. When all work has been completed, you must notify GEMA by letter and request a final inspection and project closeout.

C. The Risk Reduction Specialist assigned to your project will schedule and conduct the final inspection.

D. The final inspection will involve reviewing work completed for each FMA Grant Program project, verifying that the work was completed in accordance with appropriate standards, assuring that the scope of work was followed and reviewing your financial records. Any supporting documentation identified at final inspection needed to support the closeout request must be supplied within 30 days.

E. The Risk Reduction Specialist or other GEMA staff will review eligibility of all costs on Flood Mitigation Assistance Grant Program projects.

F. You must provide one copy of all backup documentation for each FMA Grant Program project to the Risk Reduction Specialist.

14. Audits

A. If you receive $500,000 or more in federal assistance FROM ALL FEDERAL SOURCES, NOT JUST THIS GRANT, during your fiscal year, you are responsible for having an audit conducted as prescribed by the Single Audit Act and sending a copy to GEMA.

B. The GAR will review audits completed by or for you. If adverse findings are reported, the GAR will assure that appropriate action is taken within six months after receipt of the report.

15. Federal or State Audit. FEMA or the State may elect to conduct an audit of any project.

16. Project Closeout. When all work has been completed, you must notify GEMA by letter and request a final inspection and project closeout. Upon approval of the inspection by GEMA and FEMA, any remaining payments will be made. Mail your requests to:

Georgia Emergency Management Agency
Post Office Box 18055
Atlanta, Georgia 30316-0055
Attention: Hazard Mitigation

17. The subgrantee agrees to provide to GEMA information on any disaster event for which the completed mitigation project has provided a benefit to the community.

18. If you need additional information or assistance, contact the Hazard Mitigation Division at (404) 635-7522 or 1-800-TRY-GEMA.

EXHIBIT "D"

IMMIGRATION AND SECURITY FORM

A. In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 ET. Seq., Contractor must initial one of the sections below:

_____ Contractor has 500 or more employees and Contractor warrants that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act by registering at http://www.vis-dhs.com/EmployerRegistration and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1- et. seq.

_____ Contractor has 100-499 employees and Contractor warrants that no later than July 1, 2008, Contractor will register at http://www.vis-dhs.com/EmployerRegistration to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1- et. seq.

_____ Contractor has 99 or fewer employees and Contractor warrants that no later than July 1, 2009, Contractor will register at http://www.vis-dhs.com/EmployerRegistration to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1- et. seq.

B. Contractor warrants that Contractor has included a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract.

_______________________ _______________________

Signature Title

Local Government Name: ____

Street/Mailing Address: ______________________________

City: ____

Telephone Number: ________________________________

Email Address: ______________________________________

EXHIBIT "E"

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 44 CFR Part 17. The regulations were published in the May 26, 1988 Federal Register. Copies of the regulation are available from the appropriate FEMA Regional Office.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in the certification, such prospective participant shall attach an explanation to this proposal.

EXHIBIT "F"

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The agent representing Peachtree City ~~DeKalb County~~ in this agreement certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned shall require that the language of the certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and nor more than $100,000 for each such failure.

EXHIBIT "G"
PEACHTREE CITY
PROJECT SCOPE

The following defines the cost estimate as taken from FEMA's eGrant system.

Item Name	Cost Classification	Unit Quantity	Unit of Measure	Unit Cost ($)	Cost Estimate ($)
Construction Administration	Administrative Expense	1.00	Lump Sum	$ 31,000.00	$ 31,000.00
Environmental Permitting	Other Architectural Engineering Basic Fees	1.00	Lump Sum	$ 50,000.00	$ 50,000.00
Engineering	Architectural Engineering Basic Fees	1.00	Lump Sum	$ 44,325.00	$ 44,325.00
Construction	Construction And Project Improvement	1.00	Lump Sum	$ 767,085.00	$ 767,085.00
		Total Project Cost			$ 892,410.00

Conditions:

1. In consultation with the U.S. Army Corps of Engineers, the applicant has addressed and considered the potential future use of these lands for the construction of flood damage reduction levees, has rejected consideration of such measures in the future in the project area

2. Coordinated with its State Department of Transportation to ensure that no future, planned improvements or enhancements are under consideration that will affect the proposed project area.

3. The Applicant must follow all applicable local, state, and federal laws, regulations, and requirements, and obtain (before starting project work) and comply with all required permits and approvals. If project work is delayed for a year or more after the date of this CATEX, then coordination with and project review by appropriate regulatory agencies must be redone.

4. Any change, addition, or supplement to the approved project Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time) will require re-submission of the application to FEMA for NEPA reevaluation before starting project work

5. Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions. The contractor will implement measures to prevent spillage or runoff of chemicals, fuels, oils, or sewer-related wastes during project work.

6. Any hazardous materials found on site, such as asbestos or lead-based paint, will also be managed in accordance with all applicable state, local and federal laws and regulations.

EXHIBIT "H"

DISASTER NUMBER FMA	FMA QUARTERLY PROGRESS REPORT		*PROJECT NUMBER* FMA-PJ-04-GA-2007-001
NOTICE: This report must be submitted in a timely manner to ensure the release of progress payments when requested.	TIME FRAME FOR QUARTERLY REPORTS		APPLICANT DATA
	Report Period: From:	To:	**Point of Contact** David Borkowski
	Project Start Date:		Title: City Engineer
	Anticipated Project Completion Date:		Telephone Number: 770-631-2538 ext. 1141

Please Check One:	* Please provide a brief explanation:	Please Check One:
☐ Project On Schedule ☐ Project Delayed* ☐ Project Completed* ☐ Project Suspended* ☐ Project Cancelled*		☐ Cost Unchanged ☐ Cost Overrun$^{\lambda}$ ☐ Cost Underrun$^{\lambda}$ $^{\lambda}$ Please list total cost amount:

FINANCIAL SECTION

ALLOCATIONS

Total Project Eligible Amount	Federal Share Approved (75%)	State Share Approved
$892,410.00	$669,304.50	$0.00

EXPENDITURES

	Current Period	Previous Periods	Cumulative to Date
FEDERAL SHARE			
APPLICANT			
TOTAL			

MILESTONES SECTION

ACTIVITIES COMPLETED: (This Quarter)	7
ACCOMPLISHMENTS COMPLETED: (Life of project – include dates)	
TASKS REMAINING: (Indicate Expected Completion Dates)	

Authorized Agent: Bernard McCullen

Date:

Mailing Address: 153 Willowbend Road
Peachtree City, Georgia 30269

Include attachments
(If necessary)

EXHIBIT "I"

Date: ______________

FMA Progress Payment Request

Instructions: All requests for progress payments must be supported by documentation supporting actual expenditures. Itemize each expenditure below to the fullest detail possible, including a reference to specific sites or elements of work. Attach documentation that supports this progress payment request, such as copies of bills of sale, invoices, receipts, and canceled checks evidencing payment. Do not send originals. As project administrative costs are calculated on a sliding scale, do not include this in your request for payment. Attach a continuation sheet if necessary.

AGREEMENT NUMBER: FMA-2007 FEMA Project Number: FMA-PJ-04-GA-2007-001

SUBGRANTEE NAME: Peachtree City (FIPs code) ID. Number 113-00000

Site Reference or Element of Work	Approved Amount	Previous Payment	Current Request	Description of Documentation Attached in Support of this Payment Request

(from continuation sheet attached) SUBTOTAL	
TOTAL	
Less Subgrantee Share (25%)	
NET AMOUNT REQUESTED	

Under penalty of perjury, I certify that to the best of my knowledge the data above is correct and that all outlays were made in accordance with the grant conditions, comply with procurement regulations contained within the 44 CFR, Part 13, and that payment is due and has not been previously requested. I am familiar with Section 317 of Public Law 93-288, as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

____

Signature of Subgrantee's Authorized Representative (and printed name)

Issuer	
Name	BANK OF NORTH GEORGIA
Address	8025 WESTSIDE PARKWAY ALPHARETTA, GA 30004

Beneficiary		Customer	
Name	CITY OF PEACHTREE CITY	**Name**	TINSLEY MILL VILLAGE
Address	PEACHTREE CITY GEORGIA	**Address**	100 NORTHLAKE DR PEACHTREE CITY, GA 30269-1413

Date 04/09/2008

IRREVOCABLE STANDBY LETTER OF CREDIT NO. 277

To the above named Beneficiary:

For the account of our Customer identified above, we (the Issuer) hereby issue and establish this Irrevocable Standby Letter of Credit (the "Letter of Credit") in your favor for an amount or amounts not exceeding $ 95,000.00 U.S. Dollars in the aggregate (the "Credit Amount"). These funds shall be available to you upon your presentation of drafts drawn on us at sight, accompanied by any written certificates or documents indicated below.

Presentation of such drafts shall be made during regular business hours, on or prior to 04/09/2009 (the "Expiration Date") hereof, at our office located at the Issuer address above indicated or at such other address as we may specify in written notice to you (the "Presentment Address"). Drafts drawn and presented hereunder and in compliance with the terms and conditions hereof will be duly honored by us with our own funds.

1. DRAWINGS

Partial drawings of funds hereunder are [ ] permitted [X] not permitted. If permitted, partial drawings made and honored shall correspondingly reduce (and shall not in the aggregate exceed) the Credit Amount stated above.

Each draft must specify its dollar amount and state on its face that it is "DRAWN UNDER ________________ IRREVOCABLE STANDBY LETTER OF CREDIT NO. 277 DATED 04/09/2008." Each draft must be accompanied by any additional documentation specified below, all duly executed and in form and content satisfactory to us.

In the case of a final drawing that extinguishes the Credit Amount or any remaining balance thereof, the draft must be accompanied by the original of this Letter of Credit. (In the case of drafts for permitted partial drawings prior to said final drawing, each such draft [ ] must be [X] need not be accompanied by this Letter of Credit.)

The following additional documentation must be delivered to us at the Presentment Address contemporaneously with each draft presented by you:

2. EXPIRATION DATE

This Letter of Credit shall expire on the earlier of (a) our close of business on 04/09/2009, or (b) the day on which the Credit Amount is reduced to zero by drawings hereon made and honored. Upon such expiration, we shall be fully discharged of all obligations hereunder and you shall surrender this Letter of Credit to us for cancellation.

3. TRANSFERABILITY

[x] This Letter of Credit is non-transferable, and no valid transfer or assignment hereof shall be authorized or permitted.

[x] This Letter of Credit may be transferred in its entirety but not in part, upon your delivering to us your prior written notice of the intended transfer and payment of our transfer fee. In the event of such transfer, and at all times after the date thereof, (a) the transferee shall be deemed the sole Beneficiary for all purposes hereof and we shall have no further obligation or responsibility to you (as the original Beneficiary) hereunder; and (b) the words "you" and "your", wherever used herein, shall mean and refer to the transferee.

4. COMPLIANCE

You alone shall be responsible for the correctness of the amount and timeliness of each drawing, for the proper application and disbursements of the amounts drawn hereunder, and for your compliance with the provisions hereof. Neither you nor any other person shall have any recourse against us for any amount paid by us in good faith hereunder pursuant to any draft or documentation which fully complies with the terms hereof, or which on its face appears otherwise in order but proves to be erroneous, forged, fraudulent, invalid or insufficient in any respect, in the absence of gross negligence or willful misconduct on our part. Under no circumstances shall we be held responsible for any impossibility or difficulty in your achieving strict compliance with the requirements hereof precisely as stated herein.

5. DISHONOR

We reserve the right to dishonor any draft which does not strictly comply with the requirements hereof. In no event shall we be precluded from relying upon any reason for dishonor of a draft given by us in a communication received by you (or by the presenter of the draft) within a reasonable time not exceeding seven (7) Business Days after the draft and all required accompaniments are presented to and received by us (the "Seven-Day Period"). We shall be entitled to rely upon any such reason without regard to either (a) the timing of any presentment made before the Expiration Date, or (b) the timing during the Seven-Day Period of any preliminary communication(s) from us concerning any dishonor decision or reason for dishonor. For any such reason so given by us within the Seven-Day Period, we shall conclusively be deemed to have met the timing requirements imposed by the *International Standby Practices* published by the International Chamber of Commerce (the "ISP98"). The Expiration Date shall not be extended to accommodate a presentment made less than seven (7) Business Days prior to the Expiration Date, and you shall not be entitled to submit a draft or any documents in support of a drawing after the Expiration Date. In no event shall we be required to communicate a dishonor decision or our reasons for such decision prior to or at any time less than the Seven-Day Period.

6. APPLICABLE LAW; JURISDICTION

This Letter of Credit is subject to ISP98, which is made a part hereof by this reference; and to the extent not inconsistent with ISP98, this Letter of Credit shall be governed by and construed in accordance with the laws of the State of ________________, U.S.A.

For purposes of any litigation which might arise hereunder, your acceptance of this Letter of Credit shall constitute your consent to the jurisdiction and venue of any court of competent jurisdiction in the judicial circuit or district of the Presentment Address location, and your agreement to institute no such litigation elsewhere.

7. RECORD RETENTION

Customer acknowledges and agrees that Issuer may from time to time retain information about Customer and documents Customer signs, including, but not limited to, this Letter of Credit and documents related to this Letter of Credit (collectively, the "documents") electronically (such as in optical, digital or other electronic storage and retrieval system) and destroy the original documents. Issuer and Customer agree and intend that any copy of any document produced by Issuer from the electronic media shall have the same legal force and effect as the original documents for all purposes and in all circumstances, including, but not limited to, collection, admissibility, authentication, or any other legal purpose.

8. MISCELLANEOUS

If by mistake or inadvertence, or for any other reason, any funds in excess of the Credit Amount at the time available are paid by us and received by you, you shall promptly refund the full amount of such excess to us.

None of the provisions of the Letter of Credit shall be deemed waived by any failure on our part to require strict compliance therewith.

If and in the event that any portion or provision hereof is adjudged invalid or unenforceable by any court or governmental agency having jurisdiction in the matter, and notwithstanding any provisions hereof to the contrary, this Letter of Credit shall be deemed null and void ab initio and both of us shall be restored to our respective formerly occupied conditions as though this Letter of Credit were never issued.

Yours very truly,

BANK OF NORTH GEORGIA
Name of Issuer

By: JH JONATHAN HUGHES

Title: BANKING OFFICER

By: JH JONATHAN HUGHES

Title: BANKING OFFICER

IRREVOCABLE LETTER OF CREDIT
APPLICATION AND REIMBURSEMENT
AGREEMENT ("Agreement")

Irrevocable Letter of Credit No. 277

LENDER: BANK OF NORTH GEORGIA
Lender's Address: 8025 WESTSIDE PARKWAY ALPHARETTA, GA 30004
CUSTOMER: TINSLEY MILL VILLAGE

BENEFICIARY: CITY OF PEACHTREE CITY

1. **APPLICATION.** Customer hereby requests that an Irrevocable Letter of Credit, substantially in the form hereto attached (the "Letter of Credit") be issued by Lender for the account of Customer and in favor of the Beneficiary for an amount or amounts not exceeding $ 95,000.00 U.S. Dollars in the aggregate.

2. **DRAWINGS BY BENEFICIARY.** Upon issuance of the Letter of Credit, Lender shall be and hereby is expressly authorized to accept, honor and make payment on any draft or other document which on its face appears to be in order and is signed and presented by the Beneficiary or any person purporting to act in its behalf pursuant to authority apparently conferred by the Beneficiary. Customer acknowledges and agrees that Lender is not a party to the underlying contract or transaction between Customer and Beneficiary in connection with which the Letter of Credit is issued; that Lender's obligations to the Beneficiary under the Letter of Credit are separate and independent of said underlying contract; that Lender shall have no duty to monitor or ascertain Beneficiary's compliance therewith before honoring a draft on the Letter of Credit, and that such draft may be honored by Lender without regard to whether or not such compliance is in dispute between Customer and Beneficiary.

3. **REIMBURSEMENT.** Customer shall promptly reimburse Lender, on demand, the full amount paid and advanced by Lender upon the Letter of Credit and each draft presented and accepted thereunder. This reimbursement obligation of Customer shall be absolute, unconditional and irrevocable. Each such amount paid by Lender shall bear interest from and after its date of payment, on the basis of a 360 -day year and the actual number of days elapsed before reimbursement [ ] at a fixed rate of____ % per annum [ ] at the rate or rates specified in any agreement executed in connection herewith with respect to such reimbursements [x] at a floating rate amounting to 2.00 % ABOVE the Index Rate, any change in such floating rate to take effect at the opening of business on the effective date of the change in the Index Rate. The Index Rate is defined as:

Lender's Prime, which is the base rate used by Lender to set interest rates at which loans are made to various customers. Loan may be made at, above or below said prime rate.

4. **FEES.** Customer shall pay to Lender (a) a fee of $ 250.00 upon issuance of the Letter of Credit; (b) a fee amounting to_________% of the amount then available to be drawn under the Letter of Credit on the first and each successive anniversary date thereof (and on a daily pro rata basis if the remaining term of the Letter of Credit is less than one year); and (c) a transaction fee of $_______________for the processing of each draft or demand for payment made under the Letter of Credit. All such fees shall be deemed fully earned upon payment and shall not be refundable in any event. Any such fees not paid when due shall bear interest as provided in Paragraph 3 above.

COPY

5. **SECURITY.** To secure Customer's payment and performance of its obligations hereunder, Lender shall have and is hereby granted a continuing security interest in all right, title and interest of Customer in and to collateral ("Collateral") consisting of (a) all balances, credits, deposits, accounts, items and monies now and hereafter in Lender's actual or constructive possession, custody or control (excepting accounts such as IRA and Keough that may be subject to tax penalties if assigned);

(b) all goods and documents that come into the actual or constructive possession of Lender or any correspondent of Lender in connection with the Letter of Credit; and (c) all goods and documents that come into Customer's actual or constructive possession, custody or control, or in which Customer may acquire a security interest, in connection with any contract or transaction underlying the Letter of Credit, and all of Customer's rights to receive payment under any such contract or transaction.

[ ] If this box is checked, the Collateral shall include, and Customer's said payment and performance obligations are further secured by, property described in a separate security agreement or instrument executed and delivered by Customer in connection herewith (the "Separate Agreement"), which is incorporated herein by this reference.

6. **DEFAULT.** The occurrence of any of the following events shall constitute an event of default (each an "Event of Default") hereunder: (a) Customer's failure to make timely payment of any sum required to be paid hereunder, or to perform and fully satisfy any other covenant or obligation of Customer to Lender set forth herein or in the Separate Agreement or any related instrument; (b) Lender shall reasonably come to believe that Customer has become insolvent (however defined); (c) any bankruptcy or debtor relief proceeding is instituted by or against Customer; (d) a custodian or receiver is appointed for Customer or to manage its property; or (e) any other change or projected change in Customer's business or financial condition or in any Collateral herein contemplated, or any other occurrence or event which causes Lender reasonably and in good faith to believe that Customer's ability to comply with its obligations hereunder is impaired.

7. **REMEDIES**. Upon the occurrence and at any time during the existence of an Event of Default, Lender shall have and may exercise any of the following rights and remedies, without notice unless and except as may be required by law:

(a) Declare accelerated and thereby render immediately due and payable the entire unpaid principal amount of all sums due and to become due to Lender under this Agreement and under any other agreement between the parties hereto, together with all unpaid interest at the time accrued thereon (such acceleration to be automatic if the Event of Default is the filing of a bankruptcy or debtor relief proceeding); and all debt of Customer thus accelerated shall bear interest thenceforth at two percentage points above the rate or rates indicated in Paragraph 3 above;

(b) Apply toward payment of the obligations owed by Customer in (in such order of applications as Lender may elect), any of the balances, credits, deposits, accounts, items and monies hereinabove assigned to Lender as security, and the proceeds of any sale or disposition of any other Collateral contemplated herein;

(c) Take possession of and sell or transfer any goods or documents included in the Collateral and exercise Customer's collection rights with respect to any rights to payment included in the Collateral; and

(d) Exercise any and all other rights and remedies available to Lender under the Separate Agreement or any other written agreement, or under applicable law.

The specific rights and remedies above enumerated are cumulative and not exclusive of those otherwise available to Lender, and same may be exercised separately or in any combinations and in such sequence as Lender may elect. No single or partial exercise of any right or remedy shall preclude other or further exercise of the same or any other right or remedy. The sale or disposition of any goods included in the Collateral shall be governed by the Uniform Commercial Code in effect in the State of Lender's location.

8. **ASSIGNMENT.**

(a) No assignment of this Agreement or of any obligations of Customer hereunder may be made by Customer without Lender's prior written consent, which Lender may withhold in its sole discretion.

(b) Without prior notice to or consent of Customer, Lender shall be entitled to assign all or any of its rights and remedies hereunder; and participations in the obligation of Lender and/or the credit extension represented by the Letter of Credit may be sold by Lender to other financial institutions ("Participants"). In the event of such participations, the rights and remedies of Lender hereunder shall inure also to the benefit of the Participants to the extent of their respective participating interests.

9. **AMENDMENT LIMITED.** Any amendment or modifications of this Agreement must be in writing duly signed by Lender, and no course of dealing between Lender and Customer shall be effective to change, modify or discharge any obligation of Customer hereunder.

10. **EXPENSES.** Customer shall reimburse Lender for any and all costs, attorneys' fees, and other expenses of every nature that Lender may incur or pay in connection with this Agreement or the Letter of Credit, including without limitation those arising from the enforcement of this Agreement, and from any imposition of reserve, capital, special deposit, insurance or similar requirements with respect to the Letter of Credit or the acceptance or rejection of any drafts drawn thereon. On demand, the amount of each such expense reimbursement shall be promptly paid to Lender, with interest thereon (at the rate or rates indicated in Paragraph 3 above) from the date such expense was initially paid by Lender.

11. **APPLICABLE LAW; JURISDICTION.** The *International Standby Practices* published by the International Chamber of Commerce (the "ISP98") is incorporated herein by this reference and shall apply to this Agreement. The Agreement shall be governed by and construed in accordance with the laws of the State indicated in Lender's address, except and to the extent such laws are inconsistent with the ISP98. Lender and Customer consent to the jurisdiction and venue of any court of competent jurisdiction in the judicial circuit or district of Lender's address location for the purposes of any legal proceeding under this Agreement.

12. **RESPONSIBILITIES AND LIABILITIES.** Neither Lender nor any of its Participants or correspondents shall be responsible for, and Customer's obligation to reimburse Lender shall not be affected by, any change of circumstances or conditions or the action of any person involved with the Letter of Credit or this Agreement, including without limitation: (a) the validity, accuracy, sufficiency or genuineness of drafts, documents, certificates, statements or endorsements thereon, even if such prove, in fact, to be in any respect invalid, insufficient, fraudulent or forged; (b) any breach of any agreement between Customer and the Beneficiary or any other party, even if Lender has received notice of same; (c) any failure of any draft to bear reference or adequate reference to the Letter of Credit; (d) any act or omission by Lender in connection with the Letter of Credit or related drafts and documents if done in good faith; (e) any omission, interruptions, errors, misdeliveries or delays in the transmissions or delivery of any document, message or communication by mail, cable, telegram or other methods used in connection with the Letter of Credit; (f) any act, error, default, omission or failure in business on the part of the Beneficiary, or any other act or omission beyond Lender's control; (g) any acceptance or payment of overdrafts or irregular drafts or extensions of time limits or other changes or variations in the Letter of Credit if assented to, orally or in writing, by Customer (Customer shall be conclusively deemed to have waived any right to object to such variation unless within three (3) days after Customer's receipt of notice of such variation, Customer files written notice of such objection with Lender); (h) either party's delay in giving or failure to give notice of any default under any agreement involving Lender; (i) failure by Lender to perfect any interest in or to exercise any right with respect to the Collateral or any other collateral, endorsement, or guaranty it may have for payment of Customer's obligations; and (j) any amendments to which Customer has assented.

13. **LIMITED LENDER LIABILITY.** Lender shall not be responsible for, and its right to reimbursement, indemnification, and other payments hereunder shall not be impaired by, any act or omission for which an issuer of a Letter of Credit is relieved of responsibility under the ISP98 or by applicable law. Customer acknowledges that it has reviewed and agreed to the proposed language of the Letter of Credit and that Lender shall not be responsible for the inclusion or absence of any terms or conditions in that document. In no event shall Lender be liable for any special, indirect, or consequential damages of any nature.

14. **INDEMNITY.** Customer agrees to indemnify and save harmless Lender (and Lender's directors, officers, employees, attorneys, and agents) from each and every claim and demand of every nature (and the reasonable costs and legal fees relating thereto) which may arise or be asserted under or in connection with this Agreement or the Letter of Credit, including, without limitation, actions, commenced by the Beneficiary alleging wrongful dishonor and actions commenced by Customer to enjoin, honor or attach the proceeds of honor.

15. **MISCELLANEOUS.** Customer shall provide Lender with current financial statements and other information promptly upon request. Time is of the essence of this Agreement. Customer waives presentment, demand for payment, notice of dishonor and protest and further waives any right (if any) to require Lender to proceed against anyone else before proceeding against Customer. All references to Customer in this Agreement shall include both or all of them if there be more than one. If there is more than one Customer, their obligations shall be joint and several. If any portion or provision hereof is adjudged to be invalid or unenforceable, all remaining portions and provisions hereof shall remain in effect. This Agreement represents the complete and integrated understanding between Customer and Lender regarding the terms hereof.

16. **RECORD RETENTION.** Customer acknowledges and agrees that Lender may from time to time retain information about Customer and documents Customer signs, including, but not limited to, this Agreement and documents related to this Agreement (collectively, the "documents") electronically (such as in optical, digital or other electronic storage and retrieval system) and destroy the original documents. Lender and Customer agree and intend that any copy of any document produced by Lender from the electronic media shall have the same legal force and effect as the original documents for all purposes and in all circumstances, including, but not limited to, collection, admissibility, authentication, or any other legal purpose.

17. **ADDITIONAL PROVISIONS (if any):**

THIS LINE IS SECURED BY BNG CD #2860589533 I/A/O 95000 MAT 4/9/2009
I/N/O TINSLEY MILL VILLAGE CONDOMINIUM ASSOCIATION INC.

IN WITNESS WHEREOF, Lender and Customer have executed this Agreement on the date indicated below. Customer acknowledges receipt of a duplicate copy hereof.

Date: 04/09/2008

BANK OF NORTH GEORGIA	TINSLEY MILL VILLAGE
Name of Lender	Name of Customer
By: JH JONATHAN HUGHES	By: PARKER CLEVELAND
Title: BANKING OFFICER	Title: CEO
By: JH JONATHAN HUGHES	By: MICHAEL W HAYES
Title: BANKING OFFICER	Title: SECRETARY

COPY

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor and City Council**
VIA:	**City Manager** **Financial Services Director** P.S. JC **Assistant Financial Services Director** JC **Purchasing Agent** A.E. JC **Developmental Services Director** CWN
FROM:	**City Engineer** David A. Borkowski
DATE:	**April 9, 2008**
SUBJECT:	**Tinsley Mill Flood Mitigation Assistance Program Grant Design and Permitting** ***April 17, 2008 City Council Meeting***

Recommendation:

Staff recommends that City Council approve the attached task order from Integrated Science and Engineering (ISE) for the design and permitting of a flood control project in Tinsley Mill Village. Approval of this item is contingent on Council approving the previous agenda item accepting the grant for Tinsley Mill. The task order is for a not to exceed amount of $74,325.

Discussion:

The City of Peachtree City has been awarded a Flood Mitigation Assistance grant from the Federal Emergency Management Agency. If City Council approves the acceptance of the grant and the agreement between the City of Peachtree City and Tinsley Mill (addressed in separate memorandum), then the project must be designed and permitted.

Since ISE is intimately familiar with the project and since the City of Peachtree City has a master service contract with ISE for stormwater services, the City requested a task order to complete the design and permitting work.

Budget Impact:

The City of Peachtree City will be fully reimbursed for the cost of this project. There are adequate funds available to cover the payment of the invoices until reimbursement is received.

Attachment
    Task Order 53

cc: City Engineer
    City Manager

CITY OF PEACHTREE CITY - TASK ORDER FORM #53
TINSLEY MILL DRAINAGE IMPROVEMENTS
April 9, 2008

Background Information

Integrated Science & Engineering, Inc. (ISE) has prepared this Task Order Form (TOF) to assist Peachtree City (City) with designing drainage improvements to alleviate flooding concerns within the Tinsley Mill development. As you are aware, a number of homes have flooded to elevations in excess of the finished floor. Concerns with the flooding arise from the inadequacy of the adjacent channel to accommodate the floods, the downstream private road crossing and flood elevations from Lake Peachtree.

Proposed Scope of Services

Task 1 – Survey of Property Line Locations

ISE will field survey documented rights-of-way, easements and property boundaries in and immediately adjacent to the proposed project area for inclusion into the previously completed topographic survey. These elements will be utilized in preparation of future easements and permitting. ISE assumes that the City will coordinate all access to private properties prior to beginning the survey.

Task 2 – Geotechnical Investigation & Structural Design of Berm

ISE will contract with Schnabel Engineering, Inc. to provide a geotechnical investigation of the subsurface soils at select locations beneath the project area and to provide structural design recommendations for the proposed earthen berm. Design recommendations provided by Schnabel Engineering will be incorporated into the construction plans.

Task 3 – Construction Plans & Technical Specifications

ISE will prepare construction plans for constructing the project under the assumption that the City will bid out the construction. Design drawings will include the site plan showing the overall site improvements, grading plan, erosion control plan, and construction details. ISE will submit the plans to the City Staff for review. Once the City performs their review, the marked up plans will be returned to ISE to be finalized for bidding. ISE assumes that the City Staff will prepare the Front End Specifications for the project and that they will be incorporated with Technical Specifications prepared by ISE. Our fee assumes that we will only need to make one set of revisions to the plans based on City comments. Additionally, it is assumed that no landscaping plans will need to be prepared as part of this scope of work. ISE anticipates that the project may require NPDES permitting, as set forth by the Georgia Environmental Protection Division (EPD). If needed, ISE will prepare the Notice of Intent and present the document to the City for submittal to the Georgia EPD for NPDES Permitting. It is our understanding that no other work regarding the NPDES permitting is required to be provided by ISE.

Task 4 – Hydraulic Modeling Verification of Final Design

Following establishment of final design elevations for the proposed drainage improvements, ISE will input the design data into the previously completed flood study and model as a means of verifying the final design and establish a revised 100 year flood elevation.

Task 5 – Easement Preparation

ISE will prepare permanent drainage easement drawings for the proposed drainage improvements as well as temporary construction easement drawings (as required) for the construction of the proposed improvements. Additionally, ISE will prepare legal descriptions for the easements. ISE assumes that the City will coordinate preparation of the easement documents with the City Attorney.

Task 6 – Conditional Letter of Map Revision Preparation and Submittal

ISE will prepare a Conditional Letter of Map Revision (CLOMR) and submit the documents to FEMA. Although every effort is made to make the CLOMR submittal as complete as possible, there is invariably some additional data and coordination required to obtain FEMA approval. ISE will address any comments and additional data requests as required to complete approval of the LOMR.

Task 7 – Letter of Map Revision Preparation and Submittal

ISE will prepare a Letter of Map Revision (LOMR) and submit the documents to FEMA. Although every effort will be made to make the LOMR submittal as complete as possible, there is invariably some additional data and coordination required to obtain FEMA approval. ISE will address any comments and additional data requests as required to complete approval of the LOMR.

Task 8 – Environmental Permitting

Waters of the U.S., including wetlands, are protected under Section 404 of the Clean Water Act, which is administered and enforced by the USACE. The proposed scope of work for the above mentioned task includes delineating the extent of federal jurisdictional waters/wetlands and providing a map depicting the jurisdictional boundaries. The following will be performed to accomplish the wetlands/waters delineation.

USACE Delineation
A team of biologists will conduct a field visit of the site. Studies to delineate jurisdictional wetlands and waters will be performed in general accordance with the three-parameter Routine Onsite Methodology described in the 1987 *U.S. Army Corps of Engineers Wetland Delineation Manual.* This level of effort is generally required by the USACE to support 404 permitting. Ecological Solutions, Inc. will perform the following:

- Mark wetland boundaries using "wetland boundary" plastic survey flagging. Flags will be labeled with sequential alphanumeric designation corresponding to wetland area and flag number (example: A - 1). Each wetland boundary will be sketched on the available field map.
- Mark limits of ephemeral, intermittent, and perennial streams and state waters requiring a buffer under the Georgia Erosion and Sedimentation Act as determined by obvious banks and wrested vegetation.
- Complete upland and wetland field data points forms for each separate jurisdictional system. Vegetation, soils, and hydrology will be documented on the data forms.
- Take representative photographs of each jurisdictional system.

Nationwide Permitting
This task includes preparing the information necessary for submittal of a Pre-Construction Notification (PCN) for a Nationwide Permit (NWP). Based on the information provided, the project may qualify for NWP 3, Maintenance. The PCN includes applicant information, project description and site information, impact tables, appropriate figures, and representative photographs. The PCN also must include an assessment of threatened and endangered species and cultural resources. We will review readily available on-line information to prepare this section of the PCN. The scope of work does not include protected

species surveys or cultural resources (historical and archeological) studies. Please note that recent changes in the Savannah District Regional Conditions for the NWPs require attaching a copy of the EPD stream buffer variance, if required, to the PCN.

Stream Buffer Variance
Buffers adjacent to state waters are protected under the Georgia Erosion and Sedimentation Act as administered and enforced by the Georgia Environmental Protection Division (EPD). We understand that a stream buffer variance (SBV) may be required for proposed impacts associated with this project. If required and applicable under the EPD criteria for consideration of a variance, Ecological Solutions, Inc. will prepare/submit a stream buffer variance application. Please note that EPD has recently issued new buffer mitigation guidelines associated with development projects. Although mitigation costs are not included in this proposal, guidance as to what EPD may consider appropriate mitigation is included in this task.

Schedule
ISE anticipates that this scope of work can be completed within two to four month period depending on the level of coordination required between the City, affected property owners, utility owners and regulatory agencies.

Fee Estimate

In accordance with our Engineering Design Services Contract dated May 1, 2001, ISE anticipates that the scope of work detailed above can be performed on a lump sum basis detailed below:

Fee Estimate	
Task 1 – Survey of Property Locations	$4,250 (Lump Sum)
Task 2 – Geotechnical Investigation	$8,500 (Lump Sum)
Task 3 – Construction Plans & Technical Specifications	$13,075 (Lump Sum)
Task 4 – Hydraulic Modeling Verification	$3,500 (Lump Sum)
Task 5 – Easement Preparation	$6,500 (Lump Sum)
Task 6 – CLOMR Preparation & Submittal	$5,000 (Lump Sum)
Task 7 – LOMR Preparation & Submittal	$3,500 (Lump Sum)
Task 8 – Environmental Permitting	$30,000 (Lump Sum)
Total:	**$74,325.00**

Authorization

The Scope of Services outlined herein will be performed in accordance with ISE's Master Services Agreement with Peachtree City dated May 1, 2003. As our authorization, please sign in the space provided below.

City of Peachtree City

Integrated Science & Engineering, Inc.

Signature:______________________ Signature: ____________________________

Name:_________________________ Name: ______Ronald A. Feldner, P.E.

Date:__________________________ Date: ______January 29, 2008

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager

FROM: Acting City Clerk

DATE: April 10, 2008

SUBJECT: Alcohol License – NEW – Piazza Fine Wines, Beer & Spirits
April 17, 2008, City Council Meeting

Recommendation:

Staff recommends Council consider the attached application for a new alcohol license and make any approvals contingent upon compliance with state law for distance requirements from other retail package dealers of distilled spirits.

Discussion:

Piazza Fine Wines, Beer & Spirits, a package store to be located at The Shoppes at Village Piazza on Highway 54 West, has submitted a request for a new alcohol license. Ms. Debra Denise Monroe had requested she be appointed as the Licensee and License Representative.

Following advertisement of the request, staff learned of a potential conflict with State requirements for a 500-yard distance between distilled spirits package stores. Ms. Monroe has scheduled an additional survey of the property, which should be available prior to the meeting on April 17.

Ms. Monroe will attend the meeting on Thursday, April 17th, to answer any questions you may have.

Budgetary Impact:

The budgetary impact of the alcoholic beverage license will be positive. The applicant will be required to pay the annual fee for a package store of $5,000.

BT:pd

Attachments

PEACHTREE CITY
PLAN TO STAY™

CITY HALL
151 WILLOWBEND ROAD
PEACHTREE CITY, GA 30269
PHONE: 770-487-7657
FAX: 770-631-2505
WWW.PEACHTREE-CITY.ORG

Application For Alcoholic Beverage License

Business Name: BA Piazza Fine Wines, Beer + Spirits	**Business Location:** The Shoppes @ Village Piazza. Hwy 54 PTC	
Nature of Business: Liquor Store	**Mailing Address:** 2820 West Hwy 54 ~~TBA~~ Peachtree City Ga 30269	**Business Phone Number:** TBA
Name of Licensee: Debra Denise Monroe	**Home Address:** 704.281.5258 157 Stone Bridge Xing Newnan Ga, 30265	**Home Phone Number:** (none)
Name of License Representative: Same	**Home Address:**	**Home Phone Number:**

Please indicate type of licenses applying for:

Retail Consumption Dealer	Retail Package Dealer	Wholesale Dealer
Malt Beverage	X Malt Beverage	Malt Beverage
Wine	X Wine	Wine
Distilled Spirits	X Distilled Spirits	Distilled Spirits

Please complete information below (use separate sheet if necessary):

NAME Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.	ADDRESS Please provide Home Addresses for the individuals listed:	PHONE NUMBERS Please provide Home and Business Phone Numbers for individuals listed:
Debra Denise Monroe	157 Stone Bridge Xing Newnan, Ga 30265	704.281.5258

Is any person who owns an interest in the license an employee of the City of Peachtree City? YES NO

If YES, Please Provide Name of Employee: NONE

PEACHTREE CITY
PLAN TO STAY™

City Hall
151 Willowbend Road
Peachtree City, GA 30269
Phone: 770-487-7657
Fax 770-631-2505
www.peachtree-city.org

State of Georgia

City of Peachtree City:

I, R. M. DuPree, Major of Police for the City of Peachtree City, do hereby certify that:

Ms. Debra Denise Monroe
Name

157 Stonebridge Crossing Newnan, GA 30265
Address

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

Scott M DuPree
Signature

4/2/08
Date

1303
Witness

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council**

VIA: **City Manager**

FROM: **Acting City Clerk**

DATE: **April 10, 2008**

SUBJECT: **Alcohol License –The Sundried Tomato, Inc. Operating at the Frederick Brown, Jr. Amphitheater**
April 17, 2008, Regular Meeting

Recommendation:

Staff recommends that Council consider the attached application for the alcohol license at the Frederick Brown, Jr., Amphitheater.

Discussion:

The Sundried Tomato, Inc., has submitted a request for an alcohol license for operation at the Frederick Brown, Jr., Amphitheater. Cynthia L. Zombik has requested she be appointed as the Licensee, and Stephan J. Zombik has requested he be appointed as the License Representative. The Zombiks currently hold an alcohol license in Tyrone for their restaurant, The Sundried Tomato. The Zombiks will attend the meeting on Thursday, April 17, to answer any questions you may have.

Budgetary Impact:

The budgetary impact of the new alcoholic beverage license will be positive.

Attachments

PEACHTREE CITY
PLAN TO STAY™

CITY HALL
151 WILLOWBEND ROAD
PEACHTREE CITY, GA 30269
PHONE: 770-487-7657
FAX: 770-631-2505
WWW.PEACHTREE-CITY.ORG

Application For Alcoholic Beverage License

Business Name: The Sundried Tomato Inc	**Business Location:** Fredrick Brown Amphitheater 201 McIntosh trail Peachtree City GA 30269	
Nature of Business: Concession's	**Mailing Address:** 602 Dogwood trail Suite B Tyrone GA 30290	**Business Phone Number:** 678 364 9223
Name of Licensee: Cynthia L Zombik	**Home Address:** 105 Chasewood Lane Senoia GA 30276	**Home Phone Number:** 770 599 9775
Name of License Representative: Stephen J Zombik	**Home Address:** 105 Chasewood Lane Senoia GA 30276	**Home Phone Number:** 770 599 9775

Please indicate type of licenses applying for:

Retail Consumption Dealer		Retail Package Dealer		Wholesale Dealer	
X	Malt Beverage		Malt Beverage		Malt Beverage
X	Wine		Wine		Wine
X	Distilled Spirits		Distilled Spirits		Distilled Spirits

Please complete information below (use separate sheet if necessary):

NAME Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.	**ADDRESS** Please provide Home Addresses for the individuals listed:	**PHONE NUMBERS** Please provide Home and Business Phone Numbers for individuals listed:
The Sundried tomato Inc	602 Dogwood trail Suite B	678 364 9223
	Tyrone GA 30290	
Steve Zombik	105 Chasewood Ln Senoia GA 30276	770 599 9775

Is any person who owns an interest in the license an employee of the City of Peachtree City? YES / NO

If YES, Please Provide Name of Employee: ______________________

PEACHTREE CITY
PLAN TO STAY™

City Hall
151 Willowbend Road
Peachtree City, GA 30269
Phone: 770-487-7657
Fax: 770-631-2505
www.peachtree-city.org

State of Georgia

City of Peachtree City:

I, R. M. DuPree, Major of Police for the City of Peachtree City, do hereby certify that:

Cynthia L. Zombik
Name

105 Chasewood Lane Senoia, GA 30276
Address

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

Major R.M. DuPree
Signature

4/10/08
Date

Witness

PEACHTREE CITY
PLAN TO STAY™

City Hall
151 Willowbend Road
Peachtree City, GA 30269
Phone: 770-487-7657
Fax: 770-631-2505
www.peachtree-city.org

State of Georgia

City of Peachtree City:

I, R. M. DuPree, Major of Police for the City of Peachtree City, do hereby certify that:

Stephan John Zombik
Name

105 Chasewood Lane Senoia, GA 30276
Address

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

Major R.M. DuPree
Signature

04/10/08
Date

Witness

CITY OF PEACHTREE CITY
INTEROFFICE MEMORANDUM

TO: **City Council**

VIA: **City Manager**
Director of Financial Services
Assistant Finance Director

FROM: **Director of Leisure Services**

DATE: **April 9, 2008**

SUBJECT: **Intergovernmental Agreement for WASA – Re-use Water for Sports Fields**
For April 17, 2008 City Council agenda

Recommendation: That Council authorizes the mayor to sign an Intergovernmental Agreement between the City and WASA setting forth conditions for provision of urban reuse water from WASA to the City fields at the South 74 Baseball/Soccer Complex.

Discussion: In January, Council approved the use of urban re-use water to irrigate the sports fields at the South 74 Baseball/Soccer Complex. Attached is the agreement that has been reviewed by the WASA Board and Attorney as well as the City Attorney.

Budgetary Impact: The cost to the city specified in the agreement, 35 cents per 1,000 gallons of water, would come out to about $3,000 annually based on the average use of irrigation water at BSC.

URBAN REUSE WATER USE AGREEMENT

THIS AGREEMENT is entered into this ______ day of ______________, 2008, by and between PEACHTREE CITY WATER AND SEWERAGE AUTHORITY, a body politic, acting by and through the Members of the Peachtree City Water and Sewage Authority (hereinafter referred to as "PCWASA"), and the CITY OF PEACHTREE CITY, a political subdivision and municipality of the State of Georgia, acting by and through its Mayor and Council (hereinafter referred to as the "CITY"), as follows:

WHEREAS, PCWASA owns and operates treatment facilities and pump stations which are permitted to provide urban reuse water for public access irrigation by the Georgia Department of Natural Resources, Environmental Protection Division; and

WHEREAS, CITY is desirous of obtaining urban reuse for irrigation of recreational fields owned by CITY known as the Baseball Soccer Complex located on Highway 74 in Peachtree City, Georgia ("the Recreation Fields");

WHEREAS, PCWASA is willing to provide the urban reuse for the Recreation Fields pursuant to the terms and conditions contained herein ("the Project");

NOW, THEREFORE, in consideration of the premises and covenants set out hereinafter, CITY and PCWASA hereby agree as follows:

1. **DEFINITIONS**:

1.1 Urban reuse water - refers to wastewater treatment plant effluent which conforms with the requirements of all federal, state and local regulations for the use of such water for public access irrigation.

1.2 Regulatory Agencies - Refers to all agencies having jurisdiction over wastewater treatment, disposal, use of urban reuse for public access irrigation, rates or general utility matters. Agencies include, but are not necessarily limited to, Environmental Protection Agency ("EPA"); Georgia Department of Natural Resources ("DNR"); Georgia Environmental Protection Division ("EPD"); and Georgia Public Service Commission ("GPSC").

1. **<u>CONSTRUCTION</u>**

2.1 PCWASA agrees to execute, as the applicant, all permit applications required by the EPD or other regulatory agencies for the Project and related to this Agreement, subject to PCWASA's prior review and discretionary approval of the permit application, plans, specifications or other information as may be submitted in support of the permit application.

2.2 The point(s) of delivery of urban reuse from the PCWASA to the CITY for the Project is directly into the CITY storage pond located at the Recreation Fields. The PCWASA shall own, operate and maintain the urban reuse distribution system upstream of the point(s) of delivery. The CITY shall own, operate and maintain all works downstream of the point(s) of delivery.

3. **<u>CONTRACT CONDITIONS</u>**

3.1 <u>Location of Property and Distribution Points</u>

The property identified by the CITY to receive urban reuse is described in Exhibit "A" to this Agreement.

3.2 <u>Quality of Urban reuse</u>

The PCWASA will deliver urban reuse to the CITY for the Project that meets the requirements for the use of such water for public access irrigation established by and as may from time to time be imposed by regulatory agencies having jurisdiction.

3.3 Delivery Schedule of Urban reuse

The PCWASA will supply to CITY, and the CITY will receive urban reuse for the Project during such times as may be mutually agreed upon by both parties to the Agreement. The CITY agrees to accept the urban reuse as needed for irrigation purposes.

3.4 Operation and Maintenance Practices

The CITY will apply urban reuse to the Recreation Fields in accordance with all appropriate local, state and federal rules and regulations. Urban reuse irrigation systems shall protect human health and the environment, which includes, but is not limited to, the following:

1. Appropriate signs shall be posted around the sites utilizing urban reuse by the CITY to designate the nature of the water and its non-potability.

2. The CITY will also take all responsible precautions, such as signs and labeling, to clearly identify urban reuse systems to prevent inadvertent human consumption.

3. The CITY shall assure that no unregulated interconnections are made between the urban reuse system and other water systems. Such assurances shall include the installation of irrigation backflow prevention devices on existing wells that are to remain connected to the irrigation system for urban reuse.

4. A setback distance of 75 feet should be maintained between the periphery of the urban reuse irrigation system application site and any existing or approved (but not yet constructed) potable water supply wells.

5. Low trajectory nozzles or other means to minimize aerosol formation shall be used to spray urban reuse within 100 feet from outdoor public eating, drinking and bathing facilities.

3.5 Cost Allocation

All costs for operating and maintaining the CITY's irrigation distribution system beyond the delivery point for the Project shall be exclusively paid by the CITY.

4. **OPERATIONAL RESPONSIBILITIES**

4.1 It shall be the PCWASA's responsibility to notify CITY immediately upon becoming aware of any circumstances which would make the urban reuse unacceptable for use as irrigation water on public access land or if termination of the supply for the Project is required. Additionally, it shall be the PCWASA's obligation to inform CITY as soon as practicable if the quality of the water deteriorates below the minimum standards set forth in Paragraph 4.5 or by any regulatory agencies.

4.2 It is the responsibility of CITY to utilize the urban reuse for the intended purpose of irrigation of the Recreation Fields and to maintain the irrigation equipment and appurtenances and pond(s) associated therewith.

4.3 City employees that will be working with the urban reuse and distribution system are required to attend a urban reuse information program provided by PCWASA. New employees are required to attend the session prior to working with the urban reuse irrigation system.

4.4 PCWASA shall in no way be responsible for any of CITY's equipment located either on PCWASA's property or CITY's property associated in any way with the Project.

4.5 Urban reuse delivered under this Agreement shall be treated to levels acceptable to meet the requirements for the use of such water for public access irrigation of the DNR and EPD. In the event of unplanned water quality deterioration below levels required for said irrigation purposes, the PCWASA shall inform the CITY as soon as practicable and all irrigation practices shall be discontinued by CITY until quality is restored to acceptable levels.

5. **CHARGES**:

For furnishing of the urban reuse, the PCWASA shall charge the CITY and the CITY shall pay the PCWASA the amount of $0.35 per 1000 gallons. PCWASA will invoice the CITY on a quarterly basis. Payment will be required within thirty (30) days. PCWASA may increase said fees upon sixty (60) days written notice to CITY. The rate noted above shall only be changed by the adoption of a new Rate Resolution by the Authority.

6. **TERM OF THE AGREEMENT**:

6.1 The PCWASA shall deliver and the CITY shall accept and use urban reuse produced by the PCWASA's wastewater treatment facility for the Project. This Agreement shall be effective on the date of the execution and continue for a term of ten (10) years ("the Initial Term"). The term of this Agreement shall be renewed automatically from year to year beyond the initial ten year term, unless terminated by either party by written notice not less than one hundred eighty (180) days in advance of the anniversary of the commencement of each renewal. Additionally, this agreement may be terminated within the initial ten (10) year term, with the City providing written notice of not less than one hundred eighty (180) days, and reimbursement of un-depreciated capital investment purely made by WASA to pump the water to City facilities, based on straight line ten year depreciation.

6.2 After the Initial Term, CITY may terminate Agreement with sixty (60) days notice to PCWASA should the CITY determine that any increase in the cost charged by the PCWASA is excessive.

6.3 If PCWASA or CITY fails in their attempt to obtain the necessary authorization or permits from regulatory agencies, this Agreement will be null and void. If, for any reason, the necessary authorization or permits from any regulatory agency are withdrawn, this Agreement becomes null and void.

7. **ACCESS**

7.1 The PCWASA shall have the right, at any reasonable time without notice to the CITY in advance, to enter upon those portions of the property of the CITY necessary to review and inspect the practices of the CITY with respect to conditions agreed to herein.

7.2 Such entry shall be solely for the purpose of review of the operation of urban reuse irrigation system, for inspection of PCWASA owned mains and appurtenances and/or for sampling at any monitoring wells located on the property of the CITY. The CITY may have a representative accompany the PCWASA's personnel at any time they are required to be on CITY's property.

8. **TERMINATION OR ASSIGNMENT**

8.1 After the Initial Term, CITY has the right to terminate its obligations under this Agreement upon one hundred eighty (180) days advance written notice to the

PCWASA unless said termination complies with the terms of paragraph 6.1 or CITY terminates Agreement due to terms specified in paragraph 6.2 hereof.

8.2 Either party shall have the right to terminate this Agreement if performance is prevented by third-party litigation, lack of required permits, inability to fund the project or any other event beyond the control of the party seeking to terminate.

8.3 Either party shall have the right to transfer all or any part of the treatment or distribution facilities owned by it to others and to assign all or any part of its rights and obligations under this Agreement to others who shall be bound by, accept and be responsible for all applicable terms and conditions of this Agreement.

9. **EXCUSE FROM PERFORMANCE BY GOVERNMENTAL ACTS**

If for any reason during the term of this Agreement, local, state or federal governments or agencies shall fail to issue necessary permits, grant necessary approvals, or shall require any change in the operation of the treatment, transmission and distribution systems or the application and use of urban reuse, then to the extent that such requirements shall effect the ability of any party to perform any of the terms of this Agreement, the affected party shall be excused from the performance thereof. In such an event, a new Agreement may be negotiated by the parties hereto in conformity with such permits, approvals, or requirements.

10. **EMERGENCY SITUATIONS**

10.1 The PCWASA shall not be held liable by the CITY for failure to deliver urban reuse for the Project if an emergency situation beyond the control of the PCWASA occurs which prevents delivery of urban reuse. Emergencies may include but not be limited to:

a. A lack of urban reuse due to loss of flow to the treatment plant or due to process failure.

b. Contamination in the urban reuse making it unsuitable for irrigation.

c. Equipment or material failure in the urban reuse distribution system, including storage and pumping.

d. An act of God.

10.2 If an emergency situation occurs, the PCWASA shall notify the CITY by telephone and confirm with a letter describing the nature of the emergency and the anticipated duration thereof.

11. **USE OF URBAN REUSE; IRRIGATION SYSTEM**

11.1 The CITY may use urban reuse delivered by the PCWASA for urban irrigation for the Project and that use of the urban reuse shall be consistent with all local, state, and federal regulations.

11.2 The CITY shall provide, in a manner approved by the appropriate regulatory agencies, an approved backflow prevention device between the urban reuse irrigation system and any other irrigation water source(s). The cost of such backflow prevention device(s) and installation shall be borne by the CITY, and the complete operation of the device shall be the responsibility of the CITY. The CITY agrees to identify to the PCWASA all well(s) connected to the irrigation system. The CITY may continue to use well(s) and/or lake or pond water sources(s) for its irrigation system, provided that the two are not operated simultaneously.

12. **INDEMNIFICATION**

12.1 To the extent permitted by Georgia law, the CITY shall indemnify and hold harmless the PCWASA, including its officers, directors, members, employees and agents, against any and all claims, actions, suits, proceedings, costs, expenses, damages or liabilities arising out of any injury, illness or disease to persons or property alleged to have been caused directly or indirectly, in whole or in part, by the urban reuse furnished by the PCWASA to the CITY hereunder.

12.2 To the extent permitted by Georgia law, the CITY shall save and hold harmless and indemnify PCWASA, its officers, directors, members, agents, representatives, servants and employees, insofar as it legally may, from all claims costs, penalties, damages and expenses (including attorney's fees) arising out of the following:

a. Claims related to the CITY's construction, erection, location, operation, maintenance, repair, installation, replacement or removal of that part of the system controlled by the CITY for effluent disposal and reuse; or

b. Claims arising out of CITY's negligence or omissions.

12.3 To the extent permitted by Georgia law, the PCWASA shall save and hold harmless and indemnify CITY, its agents, representatives, servants and employees, insofar as it legally may, from all other claims costs, penalties, damages and expenses (including attorney's fees) arising out of the following:

a. Claims related to the PCWASA's construction, erection, location, operation, maintenance, repair, installation, replacement or removal of that part of the system controlled by the PCWASA for effluent disposal and reuse; or

b. Claims arising out of PCWASA's negligence or omissions.

13. **DISCLAIMER OF THIRD PARTY BENEFICIARIES**

This Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto.

14. **SEVERABILITY**

If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared to be severable.

15. **APPLICABLE LAW**

This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Georgia.

16. **NOTICES**

Unless designated otherwise from time to time by the applicable party, all notices required or authorized under this Agreement shall be given in writing and shall be served by mail and fax on the parties at the addresses listed below:

PCWASA: General Manager
1127 Highway 74 South
Peachtree City, GA 30269
Fax number: (770) 631-5380

CITY:

17. **ENTIRE AGREEMENT; MODIFICATION**

This written agreement with its attached Exhibits constitutes the entire Agreement between the parties and has been entered into voluntarily and with independent advice and legal counsel, and has been executed by the authorized representative of each party on the date written above. Modifications to and waivers of the provisions herein shall be made in writing by the parties hereto.

IN WITNESS THEREOF, the parties hereto have caused their respective signature and seals to be affixed hereto, the date and year first above written.

Signed, sealed and delivered

in the presence of:

	CITY:
______________________________	By:______________________________
______________________________	Name:____________________________
	Title:____________________________
	PCWASA:
______________________________	By:______________________________

______________________________ Name: Wade J. Williams

Title: Chairman

CITY OF PEACHTREE CITY
INTEROFFICE MEMORANDUM

TO:	**Mayor & City Council**
VIA:	**Bernie McMullen, City Manager** **Colin Halterman, Assistant City Manager** **Janet Camburn, Assistant Director of Finance** **Matthew Robinson, Systems Administrator** **Ed Eiswerth, Fire Chief**
FROM:	**David Williamson, Asst. Opns. / EMS Officer**
DATE:	**April 10, 2008**
SUBJECT:	**Outsourcing Emergency Medical Services Billing** ***Council Agenda April 17, 2008***

Recommendation:

Staff recommends that Council authorize the outsourcing of Emergency Medical Services Billing and award an annually renewable contract to Advanced Data Processing, Inc (ADPI-IMX) in the amount of 7.85% of gross collections. Gross collections for the remainder of FY 2008 are is estimated to be $125,000. Estimated payments for the remainder of FY 2008 to ADPI-IMX will be $9,813. The recommended implementation date of the outsourcing will be May 1, 2008.

Discussion:

On February 27, 2008 the City advertised for bids for the outsourcing of EMS billing. Twelve bids were received, reviewed and scored by City staff, see attached spreadsheet. ADPA-IMX tied for the highest scored and met all bid specifications and other elements deemed essential by staff. The other highest scored vendor, Ambulance Billing Consultants, was rejected due to the requirement that patient hospital admission sheets be uploaded to them and that a second FireHouse software report be created and submitted with our patient reports. Both these requirements would involve an unknown amount of departmental man hours not required by ADPI-IMX. Also, ADPI-IMX offers full on-line visibility of data not only to the department but also to patients for their accounts. ADPI-IMX stores their data on multiple servers in bomb proof shelters.

The purpose for outsourcing EMS billing is four fold.

First, the workload on the Office Administrator and Staff Assistant is becoming overwhelming. In 1993 the Fire Department had 20 fulltime employees, 35 volunteers, and a total of 510 patients were billed. Today we have 60 fulltime and 21 part time employees, 56 volunteers, and a total of 1032 patients were billed in 2007 and the number of patients billed is expected to increase 5% - 10% each year. In 1993 the entire administrative workload was performed by one person. Today the increased workload is being performed by two individuals to the best of their ability. The Fire Department requested an additional Staff Assistant position be added in FY08 to perform EMS billing and other duties. This position was not funded due to financial constraints. The total annual cost of a new Staff Assistant would be $47,363 in FY 09 versus the estimated cost of $25,905 for fees related to outsourcing the EMS Billing. By outsourcing EMS billing an additional Staff Assistant would not be required at this time.

Secondly, the billing of Emergency Medical Services is becoming increasingly complicated, ever changing and regulated by many state and Federal agencies. The training required to keep abreast of changes and to keep the City in compliance with regulations is ever increasing in cost. It is estimated that at least $1,500 - $2,000 in training would be required in FY09 and this cost would increase yearly.

Thirdly, the entire patient billing process would be accomplished in a timelier manner, and the control of funds would be in accordance with the requirements set forth by standard accounting principles and the City's financial auditors.

Fourthly, in conversing with a number of local governments about outsourcing EMS billing all reported an increase in the total EMS billed amounts recovered when billing was contracted out.

Budget Impact:
The estimated cost of the proposed contract would be $9,813 for the remainder of FY 2008 and $25,905 for FY 2009. FY 2009 savings to the city would include the salary and benefits for one Staff Assistant, computer software maintenance support, postage, office supplies, and training in the amount of $54,167. This is a projected net savings for the City of $28,262 for FY 2009.

EVALUATION SUMMARY
EMS BILLING SERVICES
COMBINED EVALUATION

Company	Amount	Ambulance billing, collections experience and references (20%)	Documented demonstration of understanding for the scope of the RFP (15%)	Firm Methodology (10%)	Professional staff qualifications/ education (10%)	Firm organizational background and resources 15%	Fees (25%)	Timely and professional responsiveness to this request (5%)	Weighted Score
Ambulance Billing Consultants		4.00	4.00	4.00	4.00	4.00	4.80	5.00	**4.3**
National Reimbursement Group		4.00	4.00	2.50	4.00	3.50		5.00	**2.8**
Collection Choice Corporation		1.50	1.50	1.50	1.50	1.50		5.00	**1.3**
ARS Inc.		4.00	3.50	4.50	4.00	4.00	4.6	5.00	**4.2**
Fitch & Associates/MedServ		3.50	3.00	2.50	3.00	1.50		5.00	**2.2**
Paristar		4.00	4.00	3.50	4.00	4.00		5.00	**3.0**
ADPI Corp		4.00	4.00	4.50	4.00	4.00	4.8	5.00	**4.3**
ACS Gov't Sys.		4.00	4.00	4.00	4.00	3.50	4.6	5.00	**4.1**
United Financial		4.00	4.00	3.00	4.00	3.50		5.00	**2.9**
M3/EMS MED3000		4.00	4.00	2.50	4.00	4.00		5.00	**2.9**
EMS Consultants		4.00	1.00	1.50	4.00	2.50		5.00	**2.1**
D Med Corp		2.50	2.50	2.50	3.50	3.50		5.00	**2.3**

Notes:

Firms were rated from 1 to 5 with 5 being the highest.
Price proposals were opened for the top 4 rated firms only.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council Members**

VIA: **City Manager**
Financial Services Director PS

FROM: **City Planner** David

DATE: **April 1, 2008**

SUBJECT: **Approval of Contract with the Georgia Department of Transportation (GDOT) for Phase 4 of the SR 54 East landscape enhancement project**
April 17, 2008 City Council agenda

Recommendation:
Staff recommends that Council adopt the Resolution (Attachment "A") regarding the acceptance and utilization of Transportation Enhancement Funds for Phase 4 of the SR 54 East landscape enhancement project and authorize the Mayor to sign the contract on behalf of the city.

Discussion:
The city applied for and received Transportation Enhancement funding for the design and implementation of Phase 4 of the overall SR 54 East landscape enhancement project. This will be the final phase of this project and will extend from the SR 54/ Peachtree Parkway intersection east to the city limits.

Staff completed the design in-house utilizing low maintenance and drought tolerant plant material, which will be the first city landscape project designed under these guidelines. As subdivision entrances and future right-of-way projects are designed and implemented, they will also adhere to these new planting requirements.

The landscape plan and associated bid documents have been submitted to and approved by GDOT. Unfortunately, the Governor has imposed a restriction on all new landscaping on state-owned property because of the lingering drought, which means we cannot bid this project for construction until the ban is lifted.

In the interim, we are returning the attached contract to GDOT for review and approval, which includes several documents that must be completed by the City and then approved by the Mayor and Council. We are also sending a Resolution from the Mayor and Council regarding the acceptance and utilization of Transportation Enhancement funding. These documents are boilerplate GDOT templates which have been modified by Staff and reviewed by the City Attorney.

Budget impact:
The estimated cost of this project is $209,800.00. The city was awarded $167,840 in Federal funds and has $33,568 budgeted in Fund 356 as the local match for this project. The 20% local share requirement ($41,960) exceeds what is budgeted for this project by $8,392. Staff recommends that $8,392 be moved from Fund 356 PIP contingency into this project. There is currently $53,184 remaining in Fund 356 PIP contingency.

In addition, we have prepared an estimate to determine what impact this additional landscaping might have on the Public Works landscape budget. These numbers are based on 2008 salary figures and on the weighted average hourly costs calculated for Public Works personnel in both landscaping and grass cutting.

Currently the shoulders and medians require only regular grass cutting. Utilizing the FY 08 weighted rate, the annual cost would come to approximately $12,027 (includes all labor, overhead, materials, equipment, etc.). This area is presently being maintained by a landscape contractor, and a proportional share of the contract cost would be perhaps 1/3 of the in-house cost, or about $3,000.

If this area were converted to the landscaping plan as laid out in the drawings, it would require maintenance roughly equivalent to similar landscaped areas of SR 54 and SR 74. Annual maintenance costs, based on the same weighted in-house rates, would be approximately $30,000. We could anticipate a contractor's cost to be anywhere from 1/3 to 1/2 of that amount, or $10,000 to $15,000 per year.

Attachment

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEACHTREE CITY REGARDING THE ACCEPTANCE AND UTILIZATION OF TRANSPORTATION ENHANCEMENT FUNDING TO IMPLEMENT PHASE 4 OF THE SR 54 EAST LANDSCAPE ENHANCEMENT PROJECT

Resolution authorizing the City of Peachtree City, Georgia, (hereinafter referred to as "SPONSOR") and the Georgia Department of Transportation (hereinafter referred to as "DEPARTMENT") to contract for funding under the Transportation Equity Act for the 21st Century (hereinafter referred to as "TEA-21").

WHEREAS, the Secretary of the United States Department of Transportation (hereinafter referred to as "US DOT") and the Commissioner of the DEPARTMENT are authorized to contract for Transportation Enhancement Projects; and

WHEREAS, the contract for financial assistance imposes certain duties upon SPONSOR including but not limited to the provision of its local share of the project costs; and

WHEREAS, SPONSOR guarantees that it will comply with Title VI of the Civil Rights Act of 1964, all other pertinent directives and all US DOT requirements; and

WHEREAS, to complete the project, SPONSOR will use Disadvantaged Business Enterprises to the fullest extent possible and will implement and administer procedures to ensure that minority businesses are competitive for contracts and purchase orders when procuring services including but not limited to construction contracts, supplies, equipment contracts or consultant contracts.

NOW, THEREFORE, BE IT RESOLVED, BY SPONSOR THAT:

1. The Mayor is authorized to execute the contract on behalf of the City of Peachtree City with the DEPARTMENT for aid in financing construction, and all other activities incidental thereto, of Transportation Enhancement Activity pursuant to Public Law 105-178 (1998); and all other provisions as set forth in the contract with the DEPARTMENT.

2. The Mayor is authorized to execute and file an assurance or any other document required by the US DOT and the DEPARTMENT certifying compliance with Title VI of the Civil Rights Act of 1964.

3. The Mayor is authorized to furnish any and all additional information that may be required by US DOT or the DEPARTMENT in connection with the application for the Transportation Enhancement Activity project and budget.

4. The Mayor is authorized to set forth and execute affirmative disadvantaged business policies in connection with the ***participation goal established by the Georgia Department of Transportation***.

CERTIFICATION

The undersigned, duly qualified and acting as Mayor of the City of Peachtree City, certifies the following:

The City of Peachtree City has contributed the sum of $0.00 toward preliminary engineering for this project. Design was done in-house by City Staff.

The City of Peachtree City has identified sufficient resources to complete the Scope of Work for this project and make all payments not covered by the federal Transportation Enhancement Activity funding contribution.

The foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the City Council held on the ___ day of _________________, 2008.

Impress official seal here

____
Harold K. Logsdon, Mayor

____

____

____

____

Attest: ______________________________
City Clerk

AGREEMENT
for
TRANSPORTATION ENHANCEMENT ACTIVITIES
between
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
and the
CITY OF PEACHTREE CITY

THIS AGREEMENT, made and entered into this _____ day of __________, 200__, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter referred to as the "DEPARTMENT", and the **City of Peachtree City**, hereinafter referred to as the "SPONSOR".

WHEREAS, the SPONSOR has been approved by the DEPARTMENT to carry out a Transportation Enhancement Activity which consists of: **Project TEE-0006-00 (593), P.I. No. 0006593, Fayette County,** hereinafter referred to as the "PROJECT"; and

WHEREAS, the DEPARTMENT is authorized to receive federal funding for Transportation Enhancement Activities for Georgia pursuant to provisions of Title 23, Chapter2, Subchapter 1, Section 133; and

WHEREAS, the PROJECT is expected to positively impact the quality of transportation in the State of Georgia; and

WHEREAS, the DEPARTMENT desires to financially participate with the SPONSOR in the implementation of the PROJECT; and

WHEREAS, the SPONSOR has represented to the DEPARTMENT that it has the authority to receive and expend federal funds for the purpose of this PROJECT and is qualified and experienced to provide such services necessary for the construction of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, under Section 32-2-2(a)(7) of the Official Code of Georgia Annotated, the DEPARTMENT is authorized to participate in such an undertaking.

NOW, THEREFORE, the DEPARTMENT and the SPONSOR, both governmental entities of the State of Georgia, pursuant to Article IX, Section III, Paragraph I(a) of the Georgia Constitution of 1983, and in consideration of the mutual promises and covenant contained herein, do hereby agree as follows:

ARTICLE I
SCOPE AND PROCEDURE

The SCOPE AND PROCEDURE for this PROJECT shall be: **Construction of GA 54 East Landscape Enhancement, Phase 4**, as set forth in Exhibit A, WORK PLAN, which is attached hereto and incorporated as if fully set out herein. The scope of work is further defined by the PROJECT design and construction plans ("PROJECT PLANS") on file with the DEPARTMENT and the SPONSOR and referenced as if attached hereto and incorporated as if fully set out herein.

The SPONSOR shall be responsible for assuring that the PROJECT will be economically feasible and based upon sound engineering principles, meet American Association of State Highway and Transportation Officials ("AASHTO") Guidelines and will be sensitive to ecological, environmental and archeological issues.

The WORK PLAN sets out the scope of work for the PROJECT. It is understood and agreed that the DEPARTMENT shall participate only in the PROJECT as specified in Exhibit A, WORK PLAN.

During the development of the PROJECT the SPONSOR has taken into consideration, as applicable, the DEPARTMENT's "Standard Specifications for the Construction of Transportation Systems", 2001 Edition***; "Supplemental Specifications Book", current edition;*** AASHTO standards for bicycle facilities; FHWA guidelines for pedestrian facilities; compliance with the Americans with Disabilities Act of 1990; compliance with the U.S. Secretary of the Interior "Standards and Guidelines, Archaeology and Historic Preservation"; compliance with Section 106 of the National Historic Preservation Act of 1966 and with Section 4(f) of the US DOT Act of 1966; compliance with the Archaeology and Historic Preservation Act of 1974; compliance with the Archaeological Resources Protection Act of 1979 and with the Native American Graves Protection and Repatriation Act, the Georgia Abandoned Cemeteries and Burial Grounds Act of 1991; compliance with the DEPARTMENT's Scenic Byways Designation and Management Program, and with the American Society of Landscape Architect Guidelines; compliance with the Outdoor Advertising Requirements as outlined in the Official Code of Georgia Annotated, Section 32-6-70 et.seq. and other standards and guidelines as may be applicable to the PROJECT.

Upon the approval of the right of way plans by the DEPARTMENT, the necessary rights of way for the PROJECT shall be acquired by the SPONSOR. Right of Way acquisition shall be in accordance with Public Law 91-646, the Uniform Relocation Assistance and Real Properties Policies Act of 1970, as amended, and the rules and regulations of the FHWA including, but not limited to, Title 23, United States Code; 23 CFR 710, et. seq., and 49 CFR Part 24, and the rules and regulations of the DEPARTMENT. Failure of the SPONSOR to follow these requirements may result in the loss of Federal funding for the PROJECT and it will be the responsibility of the SPONSOR to make up the loss of that funding. All required right of way shall be obtained and cleared of obstructions, including underground storage tanks, prior to advertising the PROJECT for bids. The SPONSOR shall further be responsible for making all changes to the approved right of way plans, as deemed necessary by the DEPARTMENT, for whatever reason, as needed to purchase the right of way or to match actual conditions encountered. The SPONSOR shall be responsible for certifying the Right of Way. The SPONSOR further acknowledges that no acquisition of rights of way shall proceed until all applicable archaeological, environmental and historical preservation clearances have been approved.

The SPONSOR shall ensure that all contracts as well as any subcontracts for implementation of the PROJECT shall comply with the Federal and State legal requirements imposed on the DEPARTMENT and any amendments thereto. The SPONSOR is required and does agree to abide by those provisions governing the DEPARTMENT's authority to contract, specifically, but not limited to Sections 32-2-60 through 32-2-77 of the Official Code of Georgia Annotated; the DEPARTMENT's Rules and Regulations governing the Prequalification of Prospective Bidders, Chapter 672-5; and the DEPARTMENT's "Standard Specifications", 2001 Edition***; "Supplemental Specifications Book", current edition;*** and any Supplemental Specifications and Special Provisions as applicable for the PROJECT.

The SPONSOR further agrees to comply with and shall require the compliance and physical incorporation of Federal Form FHWA-1273 into all contracts or subcontracts for construction.

ARTICLE II
TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS AGREEMENT. The SPONSOR shall perform its responsibilities for the PROJECT, commencing on receipt of written "Notice to Proceed" from the DEPARTMENT, and shall complete the PROJECT no later than **December 31, 2010**. **No work on any phase shall begin without a written notice to proceed from the DEPARTMENT.**

The work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by mutual consent of the parties and evidenced by a written amendment thereto.

ARTICLE III
CONTINGENT INTEREST

The DEPARTMENT shall retain a contingent interest in the PROJECT for as long as there continues a Federal interest in the PROJECT as determined by the DEPARTMENT's calculation of the economic life of the PROJECT. Should the work under the Agreement include Federal monies for purchase of real property, the Federal interest, and therefore the DEPARTMENT's contingent interest, shall be perpetual and recorded as described below. Based on the scope of work, as set forth in Exhibit A, WORK PLAN AND APPLICABLE PHASE, the DEPARTMENT has determined the economic life of the PROJECT to be **Five (5)** years from the date of PROJECT Final Acceptance.

Upon any sale or disposition of the PROJECT or the filing of an application for abandonment of the PROJECT under United States Code (U.S.C.) Title 49 Chapter 109 of all or any part of the PROJECT, the SPONSOR shall repay immediately in full to the DEPARTMENT an amount equal to the Federal Share of the funds involved in the improvement or rehabilitation of such part, segment or entirety of the PROJECT under this Agreement, said Federal Share to be determined in accordance with the DEPARTMENT's determination of the fair market value of the PROJECT at the time of disposition.

The term "any sale or disposition" as used in this Article shall mean any sale, abandonment, or disposition (1) for use not consistent with the purposes for which the Federal Share was originally granted pursuant to the Agreement, or (2) for a use consistent with such purposes wherein the transferee in the sale or disposition does not enter into an assignment and assumption agreement with the owner with respect to the owner's obligation thereunder as if the transferee had been the original owner thereof.

Upon completion of the PROJECT, the SPONSOR shall record in the appropriate land records, if applicable, in a form mutually agreeable to the parties hereto, a notice reciting that the property was improved with Federal assistance under this Agreement and that its use and disposition are subject to the terms of this Agreement. Verification of compliance with this paragraph shall be provided to the DEPARTMENT.

ARTICLE IV
COVENANTS AGAINST CONTINGENT FEES

The SPONSOR shall comply with all relevant requirements of all Federal, State and local laws. The SPONSOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SPONSOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the SPONSOR, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE V
EMPLOYMENT OF DEPARTMENT'S PERSONNEL

The SPONSOR shall not employ any person or persons in the employ of the DEPARTMENT for any work required by the terms of this Agreement, without the written permission of the DEPARTMENT except as may otherwise be provided for herein.

ARTICLE VI
REVIEW OF WORK

Authorized representatives of the DEPARTMENT and the Federal Highway Administration, ("FHWA"), may at all reasonable times review and inspect the activities and data collected under the terms of this Agreement and any amendments thereto, including but not limited to, all reports, drawing, studies, specifications, estimates, maps and computations prepared by or for the SPONSOR. The DEPARTMENT reserves the right for reviews and acceptance on the part of affected public agencies, railroads and utilities insofar as the interest of each is concerned.

Acceptance shall not relieve the SPONSOR of its professional obligation to correct, at its expense, any of its errors in the work. The DEPARTMENT's review recommendations shall be incorporated into the work activities of the SPONSOR.

The SPONSOR shall keep accurate records in a manner approved by the DEPARTMENT with regard to the use of the property and submit to the DEPARTMENT upon request, such information as is required in order to ensure compliance with this ARTICLE.

ARTICLE VII
RESPONSIBILITY FOR CLAIMS AND LIABILITY

The SPONSOR shall be responsible for any and all damages to property or persons and shall indemnify and save harmless the DEPARTMENT, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the negligence of the SPONSOR in the performance of work under this Agreement.

It is understood by the SPONSOR that claims, damages, losses and expenses may include monetary claims made by the construction contractor for the PROJECT, and its related facilities, that are a result of the SPONSOR's negligence or improper representation in the plans.

The SPONSOR shall require that the provisions of this Article are included in all contracts and subcontracts.

These indemnities shall not be limited by reason of any insurance coverage held by the SPONSOR or the SPONSOR's contractors or subcontractors.

ARTICLE VIII
COMPENSATION AND PAYMENT

It is agreed that the compensation hereinafter specified includes both direct and indirect costs chargeable to the PROJECT under generally accepted accounting principles and as allowed in the Federal Acquisition Regulations Subpart 31.6, and not prohibited by the Laws of the State of Georgia.

It is understood that the PROJECT is being developed under the guidance of the Innovative Financing Procedures as agreed to by the SPONSOR and as set forth in the executed Memorandum of Understanding on file with the DEPARTMENT. The Innovative Financing Procedures allow the SPONSOR to initiate Preliminary Engineering and Right of Way acquisition and apply allowable expenditures for these Phases toward the required Twenty Percent (20%) Local Match.

The estimated cost of the project is **Two Hundred Nine Thousand Eight Hundred** and No/100 Dollars (**$209,800.00**). The DEPARTMENT shall be responsible for eighty percent (80%) of the total cost of the project not to exceed the federal contribution. The SPONSOR shall be responsible for all cost exceeding the DEPARTMENT's contribution but shall contribute a minimum of twenty percent (20%).

	Federal	**Local**	**Total**
Construction	**$167,840**	**$41,960**	**$209,800**

The total federal contribution for this PROJECT is **One Hundred Sixty-seven Thousand Eight Hundred Forty** and No/100 Dollars (**$167,840.00**) and is the maximum amount of the DEPARTMENT's obligation. The SPONSOR shall be solely responsible for any and all amounts in excess of the maximum amount of the DEPARTMENT's obligation.

Prior to award of the project the SPONSOR shall submit to the DEPARTMENT a bid tabulation, the low bidders DBE goal sheet and their recommendation for awarding the project. The DEPARTMENT will review the information and issue a written recommendation to award or reject the bids. If a recommendation to award is given by the DEPARTMENT a written Notice to Proceed with Construction will be issued. No work shall begin until this Notice to Proceed has been issued.

The SPONSOR shall coordinate right of way activities with the DEPARTMENT's District Right of Way Engineer and construction activities with the DEPARTMENT's Area Engineer. In the event the SPONSOR, Right of Way Engineer, or Area Engineer recommend changes representing a fundamental departure from the PROJECT's approved Work Plan, the changes shall be reviewed by the DEPARTMENT's Project Manager. If the changes are approved, the DEPARTMENT's Project Manager shall prepare a supplemental agreement to amend the Agreement's Work Plan.

The SPONSOR shall submit to the DEPARTMENT monthly reports of the PROJECT's progress including: monthly accomplishments; further work to be done and any problems encountered or anticipated. Payment shall be made monthly on the basis of calendar months, in proportion to the percentage of work completed for each phase of work and after approval of a certified voucher from the SPONSOR. Should the work for the PROJECT begin within any one month, the first voucher shall cover the partial period from the beginning date of the work through the last day of that month. The vouchers shall be numbered consecutively and submitted each month until work on the PROJECT is completed.

Payment shall be made in the amount of sums earned less previous partial payments. The final invoice shall reflect the actual cost of work accomplished by the SPONSOR and shall be the basis for final payment. The final invoice shall include all eligible cost incurred by the SPONSOR for Preliminary Engineering, Right of Way, and Construction. Final payment will be made at eighty (80) percent of the final invoice amount not to exceed the total federal contribution.

Expense for travel will be an allowable expense for the SPONSOR under this Agreement; however, travel will be limited to charges that are directly attributable to the project. In addition, no travel expenses will be allowed for out of state travel.

Should the DEPARTMENT, pursuant to the provisions of ARTICLE XIV, terminate the work under this agreement, the SPONSOR shall be paid for the percentage of work completed at the point of termination, notwithstanding any just claims by the SPONSOR.

ARTICLE IX
FINAL PAYMENT

IT IS FURTHER AGREED that upon completion and acceptance of the work by the SPONSOR, the SPONSOR shall submit to the DEPARTMENT ***the "Sponsor's Certification of Right of Way Acquisition form, and/or "Sponsor's Certification of Final Acceptance"*** **form,** and the final invoice. The DEPARTMENT shall process the final invoice report initiating the DEPARTMENT's project close-out procedures. Whereupon the DEPARTMENT shall pay to the SPONSOR a sum equal to one hundred percent (100%) of the total compensation as set forth in ARTICLE VIII, herein, and consistent with all approved invoices, less the total of all previous partial payments, paid or in the process of payment.

The SPONSOR agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the DEPARTMENT for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the DEPARTMENT from any and all further claims of whatever nature, whether known or unknown, for and on account of said Agreement, and for any and all work done, and labor and materials furnished in connection with the same.

The SPONSOR shall allow the examination and verification of costs by the DEPARTMENT's representatives, in accordance with the provisions of Article XII, herein. If the DEPARTMENT's examination of the contract cost records, as provided for in Article XII, results in unallowable expenses, the SPONSOR shall immediately be responsible for reimbursing the DEPARTMENT the full amount of such disallowed expenses.

ARTICLE X
RIGHT OF FIRST REFUSAL

A determination by the SPONSOR to sell or dispose of the PROJECT shall entitle the DEPARTMENT to the right of first refusal to purchase or lease the PROJECT at net liquidation value. Such right of first refusal shall be retained for as long as the DEPARTMENT holds a contingent interest in the PROJECT pursuant to Article III of this Agreement.

Should the DEPARTMENT elect to purchase or lease the PROJECT at any time after completion of the PROJECT no compensation shall be provided for the value added as a result of the PROJECT.

ARTICLE XI
SUBSTANTIAL CHANGES

No material changes in the scope, character, complexity or duration of the PROJECT from those required under the Agreement shall be allowed without the execution of a Supplemental Agreement between the DEPARTMENT and SPONSOR.

Minor changes in the work which do not involve increased compensation, extensions of time or changes in the goals and objectives of the PROJECT, may be made by written notification of such change by either party with written approval by the other party.

ARTICLE XII
MAINTENANCE OF CONTRACT COST RECORDS

The SPONSOR shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the PROJECT, inclusive of a job cost or project cost report, and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for three years from the date of final payment under this Agreement, for inspection by the DEPARTMENT, and any reviewing agencies, and copies thereof shall be furnished upon request. The SPONSOR agrees that the provisions of this Article shall be included in any contracts it may make with any subcontractor, assignee or transferee.

ARTICLE XIII
SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this Agreement that the work of the SPONSOR is considered personal by the DEPARTMENT. The SPONSOR agrees not to assign, sublet or transfer any or all of its interest in this Agreement without prior written approval of the DEPARTMENT.

The DEPARTMENT reserves the right to review all subcontracts prepared in connection with the Agreement, and the SPONSOR agrees that it shall submit to the DEPARTMENT any proposed subcontract documents together with subcontractor cost estimates for review and written concurrence of the DEPARTMENT in advance of their execution.

All subcontracts in the amount of $10,000.00 or more shall include the provisions set forth in this Agreement.

ARTICLE XIV
TERMINATION

The DEPARTMENT reserves the right to terminate this Agreement at any time for any reason, with or without cause upon thirty (30) days written notice to the SPONSOR, notwithstanding any just claims by the SPONSOR for payment for services rendered prior to the date of termination.

It is understood by the parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of an element of work the SPONSOR shall be reimbursed for such work element based upon the percentage of work completed.

Failure to meet the time set out for completion of an approved work authorization, may be considered just cause for termination of the Agreement.

ARTICLE XV
OWNERSHIP OF DOCUMENTS

The SPONSOR agrees that all reports, drawings, studies, specifications, survey notes, estimates, maps, computations, computer diskettes and printouts and other data prepared by or for it under the terms of this Agreement shall be delivered to, become and remain the property of the DEPARTMENT upon termination or completion of the work. The DEPARTMENT shall have the right to use the same without restriction or limitation and without additional compensation to the SPONSOR other than that provided for in this Agreement.

ARTICLE XVI
PUBLICATION AND PUBLICITY

Articles, papers, bulletins, data, studies, statistics, interim or final reports, oral transmittals or any other materials reporting the plans, progress, analyses, results, or findings of work conducted under this Agreement shall not be presented publicly or published without prior written approval by the DEPARTMENT.

IT IS FURTHER AGREED that all releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

> "The contents in this publication reflect the views of the author(s), who is (are) responsible for the facts and accuracy of the data presented herein. The opinions, findings, and conclusions in this publication are those of the author(s) and do not necessarily reflect the official views or policies of those of the Department of Transportation, State of Georgia or the Federal Highway Administration. This publication does not constitute a standard, specification or regulation."

IT IS FURTHER AGREED that if any information concerning the PROJECT, its conduct, results or data gathered or processed should be released by the SPONSOR without prior approval from the DEPARTMENT, the release of same shall constitute grounds for termination of this Agreement without indemnity to the SPONSOR; but should any such information be released by the DEPARTMENT, or by the SPONSOR with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

Provided, however, that should the release of such information be required under the Georgia Open Records Act, Section 50-18-70, et.seq., O.C.G.A., the restrictions and penalties set forth herein shall not apply. Any request for information directed to the SPONSOR, pursuant to the Georgia Open Records Act, for documents that are either received or maintained by the SPONSOR in the performance of a service or function for or on behalf of the DEPARTMENT shall be released pursuant to provisions of the Act. Further, the SPONSOR agrees to consult with the DEPARTMENT prior to releasing the requested documents.

ARTICLE XVII
COPYRIGHTING

The SPONSOR shall be prohibited from copyrighting the final reports or copyrighting any papers, interim reports, forms or other material which are a part of the work under this Agreement, without written approval from the DEPARTMENT. The DEPARTMENT reserves the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, use and authorize others to use, the work prepared under this Agreement.

ARTICLE XVIII
CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

ARTICLE XIX
INSURANCE

Prior to beginning work, the SPONSOR shall obtain and where applicable cause its contractors and subcontractors to obtain and furnish certificates to the DEPARTMENT for the following minimum amounts of insurance:

(1) Workman's Compensation Insurance in accordance with the laws of the State of Georgia.

(2) Public Liability Insurance in an amount of not less than one hundred thousand dollars ($100,000.00) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars ($300,000.00) on account of any one occurrence.

(3) Property Damage Insurance in an amount of not less than fifty thousand dollars ($50,000.00) from damages on account of any occurrence, with an aggregate limit of one hundred thousand dollars ($100,000.00).

(4) Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the PROJECT.

Insurance shall be maintained in full force and effect during the life of the Agreement and until final completion of the PROJECT.

ARTICLE XX
COMPLIANCE WITH APPLICABLE LAW

A. IT IS FURTHER CERTIFIED that the SPONSOR has read and understands the regulations for "CERTIFICATION OF COMPLIANCES WITH FEDERAL PROCUREMENT REQUIREMENTS, STATE AUDIT REQUIREMENT, AND FEDERAL AUDIT REQUIREMENTS" as stated in Attachment A of this Agreement and will comply in full with said provisions.

B. IT IS FURTHER CERTIFIED that the SPONSOR has read and understands the provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" as stated in Attachment B of this Agreement and will comply in full with said provisions.

C. IT IS FURTHER CERTIFIED that the SPONSOR has read and understands the provisions of the "Sponsor Certification Regarding Debarment, Suspension and Other Responsibility Matters" as stated in Attachment C of this Agreement and will comply in full with said provisions.

D. IT IS FURTHER CERTIFIED that the SPONSOR has read and understands the regulations for "COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964," as amended, and 23 CFR 200 et.seq. as stated in Attachment D of this Agreement and will comply in with said provisions.

E. The undersigned certify that the provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State Employees and Officials Trading with the State have been complied with in full.

F. The SPONSOR acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement pursuant to the provisions of Article XIV.

G. IT IS FURTHER AGREED that the SPONSOR shall use its best efforts to subcontract a minimum of **Five** percent (**5%**) of the total amount of PROJECT funds to Disadvantaged Business Enterprise (DBE) as defined and provided for under the Federal Rules and Regulations 49 CFR 26 et.seq. The SPONSOR shall ensure that DBE firms are certified with the DEPARTMENT's Equal Employment Opportunity Office. The SPONSOR shall submit to the DEPARTMENT, for its review and concurrence, a copy of the proposed subcontract including the name of the DBE subcontractor.

H. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101 et.seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.

I. IT IS FURTHER AGREED that the SPONSOR shall, and shall require its contractors and subcontractors to, comply with all applicable requirements of the Davis-Bacon Act of 1931, 40 U.S.C. 276(a); as prescribed by 23 U.S.C. 113, for Federal-aid highway projects, except for projects located on roadways classified as local roads or rural minor collector, which are exempt.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, said parties have hereunto set their hand and affixed their seals the day and year above first written.

RECOMMENDED:

____
State Transportation Planning
Administrator

____
Director, Transportation Planning,
Data, and Intermodal Development

____
Chief Engineer

DEPARTMENT OF TRANSPORTATION

BY:___________________________
Commissioner

ATTEST:

____
Treasurer

REVIEWED AS TO LEGAL FORM:

____
Office of Legal Services

CITY OF PEACHTREE CITY

BY:______________________(SEAL)
Name
Title

Signed, sealed and delivered this _________ day of _______, 200__, in the presence of:

____
NOTARY PUBLIC

This Agreement approved on the _______ day of ____________, 200__.

____
CITY/COUNTY CLERK (or as appropriate)

FEIN ______________________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEACHTREE CITY REGARDING THE ACCEPTANCE AND UTILIZATION OF TRANSPORTATION ENHANCEMENT FUNDING TO IMPLEMENT PHASE 4 OF THE SR 54 EAST LANDSCAPE ENHANCEMENT PROJECT

Resolution authorizing the City of Peachtree City, Georgia, (hereinafter referred to as "SPONSOR") and the Georgia Department of Transportation (hereinafter referred to as "DEPARTMENT") to contract for funding under the Transportation Equity Act for the 21st Century (hereinafter referred to as "TEA-21").

WHEREAS, the Secretary of the United States Department of Transportation (hereinafter referred to as "US DOT") and the Commissioner of the DEPARTMENT are authorized to contract for Transportation Enhancement Projects; and

WHEREAS, the contract for financial assistance imposes certain duties upon SPONSOR including but not limited to the provision of its local share of the project costs; and

WHEREAS, SPONSOR guarantees that it will comply with Title VI of the Civil Rights Act of 1964, all other pertinent directives and all US DOT requirements; and

WHEREAS, to complete the project, SPONSOR will use Disadvantaged Business Enterprises to the fullest extent possible and will implement and administer procedures to ensure that minority businesses are competitive for contracts and purchase orders when procuring services including but not limited to construction contracts, supplies, equipment contracts or consultant contracts.

NOW, THEREFORE, BE IT RESOLVED, BY SPONSOR THAT:

1. The Mayor is authorized to execute the contract on behalf of the City of Peachtree City with the DEPARTMENT for aid in financing construction, and all other activities incidental thereto, of Transportation Enhancement Activity pursuant to Public Law 105-178 (1998); and all other provisions as set forth in the contract with the DEPARTMENT.

2. The Mayor is authorized to execute and file an assurance or any other document required by the US DOT and the DEPARTMENT certifying compliance with Title VI of the Civil Rights Act of 1964.

3. The Mayor is authorized to furnish any and all additional information that may be required by US DOT or the DEPARTMENT in connection with the application for the Transportation Enhancement Activity project and budget.

4. The Mayor is authorized to set forth and execute affirmative disadvantaged business policies in connection with the ***participation goal established by the Georgia Department of Transportation***.

Attachment "A"

CERTIFICATION

The undersigned, duly qualified and acting as Mayor of the City of Peachtree City, certifies the following:

The City of Peachtree City has contributed the sum of $0.00 toward preliminary engineering for this project.

The City of Peachtree City has identified sufficient resources to complete the Scope of Work for this project and make all payments not covered by the federal Transportation Enhancement Activity funding contribution.

The foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the City Council held on the ___ day of _________________, 2008.

Impress official seal here

____
Harold K. Logsdon, Mayor

____

____

____

____

Attest: ______________________________
City Clerk

DAVIS & MEEKER, L.L.C.

ATTORNEYS AT LAW
6631 WATSON STREET
UNION CITY, GEORGIA 30291

(770) 964-0228
FAX (770) 964-9730

THEODORE P. MEEKER, III
E-MAIL: tpmeeker@comcast.net

March 20, 2008

Georgia Department of Transportation
Office of Planning
No. 2 Capitol Square, SW
Atlanta, Georgia 30334

Re: **Transportation Enhancement Project TEE-0006-00(593)**
GDOT P.I. No. 0006593
City of Peachtree City, Georgia 54 East Landscape, Phase 4, Fayette County
Contracts for Transportation Enhancement Activity Funds

Dear Sir or Madam:

This communication serves as the official opinion of counsel regarding the above-referenced project pursuant to the requirements of the Transportation Equity Act for the 31st Century (TEA-21), P.L. 105-178 (1998). The City of Peachtree City, Georgia (hereinafter referred to as "Peachtree City") has been approved for funding under TEA-21 and that the Federal Highway Administration ("FHWA") has concurred in said approval. As such, I certify that Peachtree City is authorize to plan, construct and implement Transportation Enhancement Activity projects for the following reasons:

1. Peachtree City is authorized under Section 32-4-92 et seq. of the Official Code of Georgia Annotated, and Sections 1.1 and 6.3 of the Charter of the City of Peachtree City to plan, construct, implement and maintain Transportation Enhancement Activity projects. This assistance may be provided directly by Peachtree City or by agreements with other parties.

2. Peachtree City is authorized under a motion unanimously approved by the City Council at its regularly scheduled meeting of June 3, 2004 to provide for its share of project funds for the Transportation Enhancement Activity project. Funds for this project were approved in connection with the approval of Peachtree City's FY 2005 Budget.

I have reviewed the pertinent Federal, State and local laws and I am of the opinion that there is no legal impediment to Peachtree City contracting for Transportation Enhancement Activity funds. Furthermore, as a result of my examination, I find that there is no pending or threatened litigation or other action which might in any way adversely affect the proposed project in the program, or the ability of Peachtree City to carry out such project or to perform its duties under the contract.

Sincerely,

Theodore P. Meeker, III
City Attorney, City of Peachtree City

TPM/jb

CERTIFICATION OF SPONSOR

I hereby certify that I am the ______________________ and duly authorized representative of the ____ whose address is ____. I hereby certify to the best of my knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying', in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

The SPONSOR also agrees that the language of this certification shall be included in all subcontracts and lower tier subcontracts which exceed $10,000.00 and that all such recipients and sub-recipients shall certify and disclose accordingly.

I also certify that neither I nor the above entity I here represent has:

(a) employed or retained for a commission, percentage, brokerage contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above entity) to solicit or secure this Agreement.

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or

(c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above entity) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date	Signature

CERTIFICATION OF DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

I hereby certify that I am the Commissioner of the Department of Transportation of the State of Georgia, and that the above consulting firm, or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

(a) employ or retain, or agree to employ or retain, any firm or person, or

(b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal Highway Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

______________________________   ______________________________

Date   Commissioner

ATTACHMENT A

CERTIFICATION OF COMPLIANCES

I hereby certify that I am a principal and duly authorized representative of __________________ whose address is ______________________ and it is also certified that:

I. PROCUREMENT REQUIREMENTS

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

(a) 49 CFR Part 18 Section 36
Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments – Procurement

(b) 23 CFR 635 Subpart A – Contract Procedures

II. STATE AUDIT REQUIREMENT

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

(a) Each unit of local government having a population in excess of 1,500 persons or expenditures of $ 175,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.

(b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.

(c) The governing authority of each local unit of government having expenditures of less than $ 175,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.

(d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

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

III. FEDERAL AUDIT REQUIREMENT

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

(a) Non-Federal entities that expend $ 300,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133.

(b) Non-Federal entities that expend less than $ 300,000 a year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).

(c) Except for the provisions for biennial audits provided in paragraphs (1) and (2) below, audits required shall be performed annually. Any biennial audit shall cover both years within the biennial period.

(1) A State or local government that is required by constitution or statute, in effect on January 1, 1987, to undergo its audits less frequently than annually, is permitted to undergo its audits biennially. This requirement must still be in effect for the biennial period under audit.

(2) Any non-profit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its audits biennially.

(d) The audit shall be conducted in accordance with Generally Accepted Government Auditing Standards.

________________________ ________________________

Date Signature

ATTACHMENT B

CERTIFICATION OF SPONSOR
DRUG-FREE WORKPLACE

(1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and

(2) A drug-free workplace will be provided for the SPONSOR's employees during the performance of the contract; and

(3) Each subcontractor hired by the SPONSOR shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The SPONSOR shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with the SPONSOR, **<the subcontractor>** certifies to the SPONSOR that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and

(4) It is certified that the SPONSOR will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

ATTACHMENT C

SPONSOR
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The SPONSOR certifies that it has read and understands the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;

(b) Have not within a three year period preceding this Agreement been convicted of or had a civil judgement rendered against the firm or its representatives for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or Local) transaction or contract under a public transaction in violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification;

(d) Have not within a three year period preceding this Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default; and

(e) That the firm will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as attached hereto and without motivation, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.

I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with this Agreement involving participation of Federal Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Instructions for Attachment C Certification

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions (SPONSORS)

1. By signing and submitting this contract the SPONSOR is providing the certification set out in Attachment C.
2. The inability of the SPONSOR to provide the certification required may not necessarily result in denial of participation in this covered transaction. The SPONSOR shall then submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the SPONSOR to furnish a certification or an explanation shall disqualify such person or firm from participation in this transaction.
3. The certification, Attachment C, is a material representation of fact upon which reliance is placed by the Department before entering into this transaction. If it is later determined that the SPONSOR knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.
4. The SPONSOR shall provide immediate written notice to the Department if at any time the SPONSOR learns that it certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
6. The SPONSOR agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department.
7. The SPONSOR further agrees by submitting this proposal/contract that it will includethe clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", as provided by the Department without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A SPONSOR in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The SPONSOR may decide the method and frequency by which it determines the eligibility of its principals.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by these instructions. The knowledge and information of the SPONSOR is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if the SPONSOR in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in thistransaction in addition to other remedies available to the Federal Government, the Georgia Department of Transportation may terminate this transaction for cause or default.

ATTACHMENT D

NOTICE TO SPONSOR
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this Agreement, the SPONSOR, for itself, its assignees and successors in interest (hereinafter referred to as the "SPONSOR"), agrees as follows:

(1) **Compliance with Regulations**: The SPONSOR will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations [also 49 CFR Part 27]), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination**: The SPONSOR, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subcontractors including procurement of materials and leases of equipment. The SPONSOR will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program, set forth in Appendix B of the Regulations. In addition, the SPONSOR will not participate either directly or indirectly in the discrimination prohibited by 23 CFR 200.

(3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment**: In all solicitations, either by competitive bidding or negotiations made by the SPONSOR for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the SPONSOR of the SPONSOR's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.

(4) **Information and Reports**: The SPONSOR will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the SPONSOR is in the exclusive possession of another who fails or refuses to furnish this information, the SPONSOR shall so certify to the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain this information.

(5) **Sanctions for Noncompliance**: In the event of the SPONSOR's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the SPONSOR under the contract until the SPONSOR complies, and/or

(b) cancellation, termination or suspension of this contract, in whole or in part.

(6) **Incorporation of Provisions**: The SPONSOR will include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The SPONSOR will take such action with respect to any subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the SPONSOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the SPONSOR may request the State to enter into such litigation to protect the interests of the State, and, in addition, the SPONSOR may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT A
WORK PLAN
CONSTRUCTION PHASE

The Scope and Procedure of the Project is stated as follows:

SECTION A - DESCRIPTION OF THE PROJECT

The PROJECT consists of providing services connected with **Construction of GA 54 East Landscape Enhancement, Phase 4, Fayette County** .

The PROJECT PLANS on file with the DEPARTMENT and the SPONSOR and referenced as if attached hereto and incorporated as if fully set out herein identify the detailed construction work to be accomplished for the PROJECT.

The SPONSOR shall be responsible for the following activities:

1. Comply with conditions listed in the Georgia Department of Natural Resources Historic Preservation Division finding of no adverse effect.

2. Advertise the project for public bid according to the requirements of the Official Code of Georgia, Title 32, Chapter 2, excluding that provision which provides for negotiations and the Required Contract Provisions (Form FHWA-1273) as given in 23 C.F.R. 633 subpart A and 49 C.F.R. Part 18. Upon opening bids, the SPONSOR shall award the PROJECT to the lowest reliable bidder.

3. All bidders submitting bids in excess of $2,000,000 must be pre-qualified with the DEPARTMENT. If construction work involves welded structures, such as bridges, the manufacturer of the structure shall be on the GDOT QPL List 60.

4. The SPONSOR shall hold a pre-construction conference for the project with, as a minimum, the contractor and the DEPARTMENT's Area Engineer.

5. Provide copies of the SPONSOR's construction subcontract to the DEPARTMENT's Area Engineer for use in monitoring PROJECT construction and reviewing payment invoices.

6. Provide copies of the completed construction plans to the DEPARTMENT's Project Manager and to the local Area Engineer.

7. Submit to the DEPARTMENT's Area Engineer a copy of all proposed DBE subcontracts, including the name of the subcontractor.

8. Ensure that DBE firms are certified with the DEPARTMENT'S Equal Employment Opportunity Office.

9. Check the third party contractor's payrolls for, including but not limited to, compliance with appropriate wage rates and Disadvantage Business Enterprise (DBE) participant goal and submit monthly reports on DBE participation to the DEPARTMENT's Area Engineer. DBE monitoring and reporting requirements are outlined in the DEPARTMENT's publication entitled "Disadvantaged Business Enterprise Program Criteria for Acceptability", current edition.

10. Retain a Resident On-site Construction Inspector.

11. Provide for total on-site PROJECT management; working with the third party contractor to establish sequences for work.

12. Submit monthly progress reports and invoices to the DEPARTMENT's Area Engineer until final acceptance of the PROJECT by the SPONSOR and submittal of "Sponsor's Certification of Final Acceptance" form, final voucher, materials certification statement, and "Statement of Final Project Expenditures" form.

13. Maintain adequate project files including but not limited to project diary, material certificates, insurance documents, complete construction plans and specifications, and third party contractor payrolls.

14. For all materials not tested by the DEPARTMENT, the SPONSOR will certify that material suppliers and materials conform to the requirements of the Agreement, plans and specifications. These materials are expected to comply with generally accepted industry standards for the individual items.

15. Have a Resident Inspector obtain AS BUILT CONSTRUCTION PLANS.

16. Furnish the DEPARTMENT with a copy of the AS BUILT CONSTRUCTION PLANS.

17. Comply with all applicable state and federal laws, rules and regulations and guidelines.

The DEPARTMENT shall be responsible for the following activities:

1. Provide a project engineer to conduct spot inspections, verify progress, and approve invoices for payment.

2. Conduct materials testing of all materials typically used in highway construction that become a permanent part of the travelway and its safety appurtenances.

The SPONSOR and DEPARTMENT shall follow the following reimbursement procedures:

For payment purposes, the SPONSOR shall forward monthly invoices, with copies of the contractor's invoices, descriptions of work performed during the payment period, and any other documentation requested or required by the DEPARTMENT, to the DEPARTMENT's Area Engineer. The DEPARTMENT shall process the SPONSOR's reimbursement request according to standard procedures established by the DEPARTMENT. It is understood that the DEPARTMENT shall process or make findings on all reimbursement requests in a timely and efficient manner.

The SPONSOR agrees to abide by the terms and conditions governing the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 49 CFR Part 18.

The SPONSOR shall comply with the following provisions applicable to construction of the PROJECT:

a. Content of Construction Contracts. The SPONSOR hereby agrees to contract for the construction of the PROJECT in accordance with the legal requirements imposed on the DEPARTMENT, specifically but not limited to the provisions governing the DEPARTMENT's authority to enter into contracts, Sections 32-2-60 through 32-2-77 of the Official Code of Georgia Annotated, as amended and the Department of Transportation's Rules and Regulations governing the Prequalification of Prospective Bidders, Chapter 672-5 and 23 CFR Part 633, Required Contract Provisions (Form FHWA –1273)

   The SPONSOR certifies and shall require any contractor or subcontractor to certify that it has examined the plans for the PROJECT and the Department's "Standard Specifications", 2001 Edition*; **"Supplemental Specifications Book", current edition;*** and any Supplemental Specifications and Special Provisions applicable for the PROJECT and shall construct or cause the construction of the PROJECT in accordance with the requirements of the DEPARTMENT.

   The SPONSOR further certifies and shall require any contractor or subcontractor to certify compliance with the responsibilities detailed under Subsection e. Work Stoppage, below.

b. Right to Inspect. The DEPARTMENT, its authorized representatives, agents or employees and the Federal Highway Administration shall have the right to inspect any and all construction and work within the right of way of the PROJECT in order to verify that the SPONSOR, its authorized representatives, agents, employees, contractor, or subcontractor are complying with all undertakings, duties and obligations under this Agreement. Such inspections shall not unreasonably or unnecessarily interfere with any construction. The SPONSOR shall keep the DEPARTMENT notified of all construction and construction schedules.

The right to inspect shall include but not be limited to the right to spot inspect and verify the progress of the work, confirm quantities and quality of the work and provide for the testing of concrete and asphalt if needed.

At approximately fifty percent (50%) completion of the PROJECT, the SPONSOR shall contact the Historic Preservation Division of the Georgia Department of Natural Resources and arrange a site visit. Upon completion of the PROJECT, the SPONSOR shall contact the Historic Preservation Division in order to arrange for a final site visit. The purpose of the inspections by the Historic Preservation Division is to ensure that the materials used will meet the U.S. Secretary of Interior's Standards for Rehabilitation.

c. No Assumption of Liability. The DEPARTMENT by reserving the right to review and inspect the SPONSOR's construction plans, contract documents and schedules and to inspect and review the construction and work shall have no obligation to inspect and review. Further, the DEPARTMENT, does not assume, but expressly disclaims, any liability or responsibility for the SPONSOR's or any other entities work on the PROJECT.

d. Standards of Construction. All construction activities on the PROJECT shall be performed:

1. in a good, workmanlike and non-negligent manner;

2. in a manner that avoids endangering the safety of any person, employee, tenant, servant, guest, invitee, contractor, subcontractor or agent;

3. in accordance with all applicable laws, the provision of applicable contract documents and the applicable provisions of this Agreement; and

4. free of all mechanics' and material liens upon or against the entire PROJECT property.

e. Work Stoppage. In the event of the discovery of significant archaeological remains, construction shall be stopped and the SPONSOR shall notify the Georgia Department of Natural Resources of the discovery. In this context, to be "significant", such remains would have to be able to provide important and non-redundant information that could not be obtained from other sources. The SPONSOR shall notify the Georgia Department of Natural Resources of the discovery of intact cultural features such as, but not limited to, foundations and wells. The construction shall remain stopped until the Georgia Department of Natural Resources has completed their evaluation of the remains.

f. Project Maintenance and Operation. Upon completion of the PROJECT, the SPONSOR shall assume full responsibility for the continued operation and maintenance, including the grass strip between the curb and gutter and the sidewalk within the Project limits, at no additional cost to the DEPARTMENT. The DEPARTMENT and Federal Highway Administration reserve the right to conduct periodic site inspections for the purpose of confirming proper operation and maintenance of the PROJECT.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager**

FROM: **Fire Chief**
Acting Police Chief

DATE: **April 11, 2008**

SUBJECT: **Consider Motorola Agreement on Radio Reconfiguration**
April 17, 2008, City Council Meeting

Recommendation:

Staff recommends that Council adopt the attached agreement and authorize the City Manager to sign on behalf of the City.

Discussion:

In February of 2007, Council adopted a resolution authorizing Fayette County 911 Center to reband to new radio frequencies as mandated by the Federal Communications Commission. This change will require modifications to the Center's equipment, as well as to the radios used by the various departments dispatched within the county. This includes Peachtree City Fire and Rescue and the Peachtree City Police Department, and both departments have been involved as the County moves forward with the project.

Motorola will perform the reconfiguration, and has requested approval of the Fayette County Board of Commissioners, as well as approval of the authorized users (the municipalities).

The City Attorney has been forwarded a copy of the agreement for review, and will advise Council next week if he has any concerns related to the agreement.

Budget Impact:

This item should have no budgetary impact.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council**

VIA: **City Manager, Bernard McMullen**

From: **James V. Murray, Chief of Police**
Stony Lohr, Fire Chief

Date: **February 9, 2007**

Subject: **Request for Approval of Fayette County 911 Resolution**

February 15, 2007 City Council Agenda

Recommendation:

The Police Department recommends that the Mayor and City Council approve and adopt the attached Resolution Regarding the Fayette County Emergency 911 System.

Discussion:

In accordance with state laws, the City of Peachtree City is currently under contract with Fayette County for the provisions of 911 Emergency services. This contract incorporates services provided to both the Peachtree City Fire and Rescue Department and the Peachtree City Police Department. The contract also authorizes Fayette County to make necessary changes in emergency radio equipment owned by the City of Peachtree City in order to retain compatibility with Fayette County's 911 System and to meet Federally mandated requirements. Recently, the Federal Communications Commission mandated that existing radio frequencies be changed to new frequencies on the Fayette County 911 system's radio tower equipment, base station, and mobile radios. Subsequently, Fayette County is in contract negotiations with a vendor that can provide these services and make these changes. The contract will also include the retuning of radios and equipment owned and operated by the City of Peachtree City. While there is no budgetary impact, logistically it is more practical to complete this service at a site located within the city.

Budget Impact:

The adoption of this resolution should not have a budgetary impact on Fiscal Year 2007.

Attachment

STATE OF GEORGIA

CITY OF PEACHTREE

RESOLUTION REGARDING EMERGENCY 911 SYSTEM

WHEREAS: In accordance with state laws, the City of Peachtree City contracts with Fayette County for the provision of 911 Emergency services for the Peachtree City Police Department and the Peachtree City Fire and Rescue Department; and

WHEREAS: The Federal Communications Commission has mandated that the existing frequencies be changed to new frequencies on the Fayette County 911 System's radio tower equipment, base station, and mobile radios; and

WHEREAS: Fayette County has contracted for this service with an outside vendor; and

WHEREAS: To complete this service, the vendor will also need to retune radios and equipment owned by the City of Peachtree City; and

WHEREAS: The City of Peachtree City does desire to retain radio compatibility with the Fayette County 911 System and comply with FCC Requirements.

NOW, THEREFORE BE IT RESOLVED by the Mayor and City Council of Peachtree City that the duly authorized contractor of the Fayette County 911 System shall be authorized by the City of Peachtree City to make such changes as are necessary in the emergency radio equipment owned by the City of Peachtree City to retain compatibility with the Fayette County 911 System and to meet Federally mandated requirements.

Adopted this 15th day of February 2007.

Harold K Logsdon
Mayor

Stephen W. Brown

Cynthia Haze Plant
City Council

[signature] Attest
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor Logsdon and Members of Council

VIA: Bernard McMullen, City Manager

FROM: Paul J. Salvatore, Financial Services Director P.S.
Betsy Tyler, Acting Administrative Services Director
Brenda Rogers, Human Resources Manager
Janet I. Camburn, Assistant Finance Director
Angela Egan, Purchasing Agent A.E.

DATE: April 10, 2008

SUBJECT: Brokerage Services

April 17, 2007 City Council Agenda

Recommendation:

Staff recommends Council approval of the attached proposal for Brokerage Services for the City to McGriff, Seibels & Williams of Georgia, Inc. for the amount not to exceed $47,500.00 per year with three (3) optional one-year renewals.

Discussion:

Staff solicited Request for Proposals (RFP) for agent/broker services to assist the City in evaluating options for the employee benefit plans. Fifteen (15) firms attended the mandatory pre-proposal meeting. Eleven (11) firms responded to the RFP.

Staff has spent a significant amount of time reviewing each proposal. Proposals were to be evaluated on the following criteria, as stated in the RFP and addressed at the mandatory pre-proposal meeting:

- Meet all Request for Proposals conditions, miscellaneous instructions, mandatory requirements, and/or specifications as outlined herein, and the clarity, completeness, and comprehensiveness of the proposal (10 percent).
- Propose the ability to provide a program/product/solution for evaluation that is compatible with the Peachtree City insurance program (10 percent).
- Provide references (which will be contacted) of past/current customers of similar insurance coverage products to verify service levels and capability of the proposer to provide a thorough solution (10 percent)
- Demonstrate previous similar design experience and project team qualifications (10 percent).
- Demonstrate an ability to represent multiple vendors enabling you to have creative solutions (10 percent)
- Propose the services described herein with the most advantageous and prudent methodology and costs (either through fees or commissions) to Peachtree City (50 percent).

Four firms were selected to participate in the City's interview process based on scores assigned by City staff based on the first five criteria listed above. The overwhelming desire of the evaluation committee was to select the firm that is best qualified to meet the needs of the City. The firm's ability to analyze and negotiate health insurance, especially, could more than make up for relatively small differences in broker fees. Therefore, price was excluded from the initial evaluation as it is not a true indicator of value.

The four firms that were interviewed are:

- J. Smith Lanier (the City's current agent of record)
- McGriff, Seibels & Williams
- Mercer
- Pritcherd and Jerden

All participants were reviewed and evaluated using the same criteria. Based on advice from the City attorney, the City has the discression to modify the criteria *as long as the basis for evaluation is applied to all vendors.*

During the interview process, City staff was very specific as to what expenses and services the City needed included in the proposed price, as well as the expenses/services not required. All firms were asked to review their proposed price and respond to City staff with a break down of services provided for the proposed amount. Proposers were allowed to submit either a fixed annual fee or commission on specific insurance.

Within the request for proposal, the City made clear to all proposers the City's objectives regarding selection of a firm for Brokerage Services. Those objectives are listed below:

OBJECTIVES

As a result of implementing a recommended solution with the parameters outlined in this document, Peachtree City desires to retain a qualified and experienced insurance agency/broker to assist the City to:

- Competitively market all lines of employee benefit insurance.
- Analyze and make recommendations on City's employee benefit insurance.
- Implement any policies with insurance providers.
- Serve as a liaison to settle issues with the various City policies.
- Notify the City of any local, State, or Federal legislative activity that might impact the City's insurance operations.
- Notify the City of any insurance industry activity or changes that might impact the City's insurance operations.

The final four firms were evaluated using a combination of two factors which included price and ability to best meet the City's objectives. Both McGriff, Seibels & Williams and Mercer were ranked the highest (tied) for their ability to satisfy the City's objectives. All staff members involved in the evaluation process felt comfortable recommending either firm. The pricing proposal submitted by McGriff, Seibels & Williams was actually slightly less than the amount submitted by Mercer, and also lower than the other two firms that were eliminated.

References were checked for McGriff, Seibels & Williams. Ms. Robin Kalins, HR Manager for the City of Riverdale uses this vendor in her current position and also used them at her last job. She is extremely satisfied with them. Ms. Elizabeth Walls, VP of HR for United Forming, Inc. also highly recommends this firm. Although not an actual client, the City's actuary, Mr. Clark Weeks of WRS, is also very familiar with the firm and believes that Peachtree City will be well-served by them.

Budget Impact:

Initially, the cost for the City's plan administration will be reduced. This firm has presented a fixed cost which is less than the commissions the City is currently paying with our current agent of record on a commission basis. Secondly, the City is very impressed with the firm's proactive approach to analyzing the City's past claims, as well as the firm's proactive approach to marketing the City's insurance needs. City staff expects this new firm to help keep costs contained by negotiating reductions in expected annual increases.

Company	Meet all Request for Proposals conditions, miscellaneous instructions, mandatory requirements, and/or specifications as outlined herein, and the clarity, completeness, and comprehensiveness of the proposal (10 percent).	Propose the ability to provide a program /product/solution for evaluation that is compatible with the Peachtree City insurance program (10 percent).	Provide references of past/current customers of similar insurance coverage products to verify service levels and capability of the proposer to provide a thorough solution (10 percent)	Demonstrate previous similar experience and project team qualifications (10 percent).	Demonstrate an ability to represent multiple vendors enabling you to have creative solutions (10 percent)	Propose the services described herein with the most advantageous and prudent methodology and costs (either through fees or commissions) to Peachtree City (50 percent).	Weighted Score
Alliant	8	10	5	10	10		43
Aon Corp	9	10	5	10	10	$ 65,000.00	44
Benalytics	2	5	5	5	10		27
Benevestco	2	10	5	10	10		37
Group Access	5	5	5	10	10		35
J. Smith Lanier	5	10	10	10	10	$ 65,000.00	**45**
McCart Group	7	10	5	10	10.0		42
McGriff, Seibels & Williams	8	10	8	10	10.0	$ 70,000.00	**46**
Mercer	10	10	10	10	10.0	$ 55,000.00	**50**
Pacific General	2	0	5	10	0.0		17
Pritchard & Jerden	9	10	6	10	10.0	$ 75,000.00	**45**

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

FROM: Bernard J. McMullen, City Manager
Paul J. Salvatore, Financial Services Director

DATE: April 10, 2008

SUBJECT: Budget Amendments – Fiscal Year 2008

April 17, 2008 City Council Agenda

Recommendation:

That City Council approve the attached fiscal year 2008 budget amendments totaling $850,000.

Discussion:

As you are aware, the City has experienced a significant reduction in Local Option Sales Tax Revenue in comparison to the 2008 budget and to prior fiscal years. This appears to be directly related to current economic conditions in the State of Georgia and is not expected to improve in this fiscal year. Due to these concerns, City Directors and Chiefs were asked to review their budgets for potential budget savings in the current fiscal year. Suggestions were submitted and reviewed; and the attached listing of General Fund cuts is submitted for your review and approval.

The largest amount submitted is in the reduction in the Operating Transfer to the Debt Service Fund in the amount of $520,405. This is the result of 1) a complete analysis of the budgeted debt service fund transfer for fiscal year 2008 based on the timing of purchases and the financing of those purchases and 2) prior years' accumulation of fund balance in the Debt Service Fund that had been set aside for future debt service. An additional savings totaling $65,000 ($62,717 impact on all the General Fund departments and $2,283 on the Stormwater Utility Fund) is from the evaluation of the City's fiscal year 2008 pension contribution. Our actuary has informed us that we can deduct this amount from our current fiscal year budgeted contribution and still properly fund our defined benefit pension obligation. The City's Information Technology Department has recommended a net reduction in the purchase of computers of $23,800 across several departments. This is the result of actual reductions of $28,800 less a $5,000 contingency for any emergency purchases.

At this time only two reductions to Regular Salaries line items are being recommended. The first is in the City Clerk's budget and is the direct result of not yet hiring a replacement for the Administrative Services Director. The other is a reduction in Public Works that is offset by increases in both Contractual Services and Contract Labor. The 2008 budget included two maintenance workers for six months with the positions to be phased out in lieu of contract maintenance of City right-of-ways. These positions were never filled in the current fiscal year.

All other decreases are documented by departmental line items on the attached proposed list of amendments.

City staff will continue to monitor departmental expenditures over the next several months, paying particular attention to expected savings of $789,851, already included in the 2008 fiscal year budget. Any additional savings will be considered and recommended to Council in the future.

Budget Impact:

If approved by City Council, the entire impact of these recommended budget amendments on the fiscal year 2008 General Fund is a net decrease of $850,000.

CITY OF PEACHTREE CITY
FISCAL YEAR 2008 BUDGET AMENDMENTS
PROPOSED APRIL 17, 2008

	Increases (Decreases)	
Non-Departmental		
Contingency - Information Technology	$ 5,000	
Operating Transfer to Debt Service	(520,405)	$ (515,405)
City Council & Manager		
City Council		
Poll Workers	(5,000)	(5,000)
City Manager		
Retirement	(664)	
Computer Supplies	(1,000)	(1,664)
Administrative Services Division		
Human Resources		
Retirement	(443)	(443)
Public Information		
Retirement	(332)	
Tuition Reimbursements	(300)	
Printing & Binding	(1,000)	
Postage	(1,500)	(3,132)
City Clerk		
Regular Salaries	(79,351)	
Retirement	(664)	
Computer Supplies	(1,000)	(81,015)
Municipal Court		
Retirement	(664)	
Indigent Care	(5,000)	
Subpoenas	(300)	
Computer Supplies	(1,600)	
Uniforms	(300)	(7,864)
Financial Services Division		
Finance		
Retirement	(885)	
Education & Training	(1,000)	
Computer Supplies	(1,000)	
Small Tools & Equipment	(2,000)	(4,885)
Purchasing		
Retirement	(443)	
Computer Supplies	(1,000)	(1,443)
Information Technology		
Retirement	(664)	
Education & Training	(1,000)	(1,664)

CITY OF PEACHTREE CITY
FISCAL YEAR 2008 BUDGET AMENDMENTS
PROPOSED APRIL 17, 2008

	Increases (Decreases)	
Police Division		
Police		
Retirement	(16,166)	
Professional Services	(2,000)	
Cleaning Services	(2,250)	
Repairs & Maintenance - Building	(1,000)	
Advertising	(550)	
Office Supplies	(500)	
Operating Supplies	(10,407)	
Computer Supplies	(20,000)	
Small Tools & Equipment	(4,850)	(57,723)
Fire/EMS Division		
Fire		
Retirement	(17,508)	
Professional Services	(3,000)	
Repairs & Maintenance - Equipment	(2,000)	
Communications	(350)	
Printing & Binding	(2,450)	
Education & Training	(14,200)	
Office Supplies	(1,000)	
Computer Supplies	(14,250)	
Uniforms	(4,000)	(58,758)
EMS		
Retirement	(332)	
Dues & Fees	(500)	
Education & Training	(3,800)	(4,632)
Public Works Division		
Public Works		
Regular Salaries	(40,524)	
Retirement	(11,063)	
Contractual Services	15,764	
Landscaping	(5,000)	
Contract Labor	8,320	
Small Tools & Equipment	(7,500)	(40,003)
Mosquito Control		-
Stormwater Charges		-

CITY OF PEACHTREE CITY
FISCAL YEAR 2008 BUDGET AMENDMENTS
PROPOSED APRIL 17, 2008

	Increases (Decreases)	
Leisure Services Division		
Recreation		
Retirement	(5,642)	
Non-Support Recreation Programs	(1,200)	
Cleaning Services	(500)	
Landscape	(3,930)	
Repairs & Maintenance - Equipment	(8,000)	
Education & Training	(3,700)	
Computer Supplies	(4,000)	
Small Tools & Equipment	(1,500)	(28,472)
Kedron Fieldhouse		
Retirement	(1,106)	
Landscape	(1,000)	
Repairs & Maintenance - Equipment	(5,000)	
Repairs & Maintenance - Building	(6,900)	
Small Tools & Equipment	(950)	
Buildings	(1,500)	(16,456)
Gathering Place		
Retirement	(443)	
Non-Support Recreation Programs	(500)	
Small Tools & Equipment	(500)	(1,443)
Library		
Retirement	(2,434)	
Postage	(500)	
Office Supplies	(1,000)	
Operating Supplies	(1,100)	
Computer Supplies	(6,000)	(11,034)
Developmental Services Division		
Engineering		
Retirement	(387)	(387)
Planning		
Retirement	(664)	
Printing & Binding	(1,000)	
Postage	(500)	
Computer Supplies	(1,000)	(3,164)
Code Enforcement		
Retirement	(1,328)	
Computer Supplies	(3,200)	(4,528)
Building		
Retirement	(885)	(885)
		$ (850,000)

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

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

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

OMB No. 1545-0047

2006

Open to Public Inspection

A For the 2006 calendar year, or tax year beginning JUL 1, 2006 **and ending** JUN 30, 2007

B Check if applicable: ☐ Address change ☐ Name change ☐ Initial return ☐ Final return ☐ Amended return ☐ Application pending

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

C Name of organization: Fayette Senior Services, Inc.

Number and street (or P.O. box if mail is not delivered to street address): 4 Center Drive — Room/suite:

City or town, state or country, and ZIP + 4: Fayetteville, GA 30214

D Employer identification number 58-1364158

E Telephone number (770) 461-0813

F Accounting method: ☐ Cash ☒ Accrual ☐ Other (specify) ▶

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

H and I are not applicable to section 527 organizations.

H(a) Is this a group return for affiliates? ☐ Yes ☒ No

H(b) If "Yes," enter number of affiliates ▶ N/A

H(c) Are all affiliates included? N/A ☐ Yes ☐ No (If "No," attach a list.)

H(d) Is this a separate return filed by an organization covered by a group ruling? ☐ Yes ☒ No

I Group Exemption Number ▶ N/A

G Website: ▶ www.fayss.org

J Organization type (check only one) ▶ ☒ 501(c) (3) ◀ (insert no.) ☐ 4947(a)(1) or ☐ 527

K Check here ▶ ☐ if the organization is not a 509(a)(3) supporting organization **and** its gross receipts are normally **not** more than $25,000. A return is not required, but if the organization chooses to file a return, be sure to file a complete return.

M Check ▶ ☐ if the organization is **not** required to attach Sch. B (Form 990, 990-EZ, or 990-PF).

L Gross receipts: Add lines 6b, 8b, 9b, and 10b to line 12 ▶ 765,559.

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances

Revenue	1	Contributions, gifts, grants, and similar amounts received:				
	a	Contributions to donor advised funds	1a			
	b	Direct public support (not included on line 1a)	1b	74,084.		
	c	Indirect public support (not included on line 1a)	1c	67,129.		
	d	Government contributions (grants) (not included on line 1a)	1d	506,985.		
	e	**Total** (add lines 1a through 1d) (cash $ 648,198. noncash $)			1e	648,198.
	2	Program service revenue including government fees and contracts (from Part VII, line 93)			2	34,361.
	3	Membership dues and assessments			3	
	4	Interest on savings and temporary cash investments			4	1,195.
	5	Dividends and interest from securities			5	67,439.
	6 a	Gross rents	6a			
	b	Less: rental expenses	6b			
	c	Net rental income or (loss). Subtract line 6b from line 6a			6c	
	7	Other investment income (describe ▶)			7	
	8 a	Gross amount from sales of assets other than inventory — (A) Securities / (B) Other	8a			
	b	Less: cost or other basis and sales expenses	8b			
	c	Gain or (loss) (attach schedule)	8c			
	d	Net gain or (loss). Combine line 8c, columns (A) and (B)			8d	
	9	Special events and activities (attach schedule). If any amount is from **gaming**, check here ▶ ☐				
	a	Gross revenue (not including $ 0. of contributions reported on line 1b)	9a	14,366.		
	b	Less: direct expenses other than fundraising expenses	9b			
	c	Net income or (loss) from special events. Subtract line 9b from line 9a See Statement 2			9c	14,366.
	10 a	Gross sales of inventory, less returns and allowances	10a			
	b	Less: cost of goods sold	10b			
	c	Gross profit or (loss) from sales of inventory (attach schedule). Subtract line 10b from line 10a			10c	
	11	Other revenue (from Part VII, line 103)			11	
	12	**Total revenue.** Add lines 1e, 2, 3, 4, 5, 6c, 7, 8d, 9c, 10c, and 11			12	765,559.
Expenses	13	Program services (from line 44, column (B))			13	671,120.
	14	Management and general (from line 44, column (C))			14	40,437.
	15	Fundraising (from line 44, column (D))			15	5,160.
	16	Payments to affiliates (attach schedule)			16	
	17	**Total expenses.** Add lines 16 and 44, column (A)			17	716,717.
Net Assets	18	Excess or (deficit) for the year. Subtract line 17 from line 12			18	48,842.
	19	Net assets or fund balances at beginning of year (from line 73, column (A))			19	1,756,919.
	20	Other changes in net assets or fund balances (attach explanation) See Statement 1			20	2,334.
	21	Net assets or fund balances at end of year. Combine lines 18, 19, and 20			21	1,808,095.

623001 01-18-07 LHA **For Privacy Act and Paperwork Reduction Act Notice, see the separate instructions.** Form **990** (2006)

16130404 795402 2180.01 2006.08010 Fayette Senior Services, In 2180 011

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

Do not include amounts reported on line 6b, 8b, 9b, 10b, or 16 of Part I.		(A) Total	(B) Program services	(C) Management and general	(D) Fundraising
22a Grants paid from donor advised funds (attach schedule) (cash $ 0. noncash $ 0.) If this amount includes foreign grants, check here ▶ ☐	22a				
22b Other grants and allocations (attach schedule) (cash $ 0. noncash $ 0.) If this amount includes foreign grants, check here ▶ ☐	22b				
23 Specific assistance to individuals (attach schedule)	23				
24 Benefits paid to or for members (attach schedule)	24				
25a Compensation of current officers, directors, key employees, etc. listed in Part V-A	25a	34,398.	26,314.	2,924.	5,160.
b Compensation of former officers, directors, key employees, etc. listed in Part V-B	25b	0.	0.	0.	0.
c Compensation and other distributions, not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)	25c				
26 Salaries and wages of employees not included on lines 25a, b, and c	26	227,863.	205,077.	22,786.	
27 Pension plan contributions not included on lines 25a, b, and c	27				
28 Employee benefits not included on lines 25a - 27	28	25,040.	22,536.	2,504.	
29 Payroll taxes	29				
30 Professional fundraising fees	30				
31 Accounting fees	31				
32 Legal fees	32				
33 Supplies	33	25,063.	22,557.	2,506.	
34 Telephone	34	9,080.	8,172.	908.	
35 Postage and shipping	35	3,539.	3,185.	354.	
36 Occupancy	36	18,979.	17,081.	1,898.	
37 Equipment rental and maintenance	37	4,054.	3,649.	405.	
38 Printing and publications	38	3,073.	2,766.	307.	
39 Travel	39				
40 Conferences, conventions, and meetings	40				
41 Interest	41				
42 Depreciation, depletion, etc. (attach schedule)	42	22,912.	20,621.	2,291.	
43 Other expenses not covered above (itemize):					
a	43a				
b	43b				
c	43c				
d	43d				
e	43e				
f	43f				
g See Statement 3	43g	342,716.	339,162.	3,554.	
44 **Total functional expenses.** Add lines 22a through 43g. (Organizations completing columns (B)-(D), carry these totals to lines 13-15)	44	716,717.	671,120.	40,437.	5,160.

Joint Costs. Check ▶ ☐ if you are following SOP 98-2.

Are any joint costs from a combined educational campaign and fundraising solicitation reported in (B) Program services? ▶ ☐ Yes ☒ No

If "Yes," enter (i) the aggregate amount of these joint costs $ N/A ; (ii) the amount allocated to Program services $ N/A ;
(iii) the amount allocated to Management and general $ N/A ; and (iv) the amount allocated to Fundraising $ N/A

623011
01-23-07

Part III Statement of Program Service Accomplishments *(See the instructions.)*

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

What is the organization's primary exempt purpose? ▶ See Statement 4

All organizations must describe their exempt purpose achievements in a clear and concise manner. State the number of clients served, publications issued, etc. Discuss achievements that are not measurable. (Section 501(c)(3) and (4) organizations and 4947(a)(1) nonexempt charitable trusts must also enter the amount of grants and allocations to others.)	Program Service Expenses (Required for 501(c)(3) and (4) orgs., and 4947(a)(1) trusts; but optional for others.)
a Elderly care services - Program provides information and referral services, congregate meals, home delivered meals, transportation, community care and in-home services for elderly persons in the community. (Grants and allocations $) If this amount includes foreign grants, check here ▶ ☐	671,120.
b (Grants and allocations $) If this amount includes foreign grants, check here ▶ ☐	
c (Grants and allocations $) If this amount includes foreign grants, check here ▶ ☐	
d (Grants and allocations $) If this amount includes foreign grants, check here ▶ ☐	
e Other program services (attach schedule) (Grants and allocations $) If this amount includes foreign grants, check here ▶ ☐	
f **Total of Program Service Expenses** (should equal line 44, column (B), Program services) ▶	671,120.

Form **990** (2006)

623021
01-18-07

16130404 795402 2180.01 2006.08010 Fayette Senior Services, In 2180_011

Part IV Balance Sheets *(See the instructions.)*

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

	Line	Description	Sub-line	Sub-amount	(A) Beginning of year		(B) End of year
Assets	45	Cash - non-interest-bearing			185,677.	45	360,744.
	46	Savings and temporary cash investments				46	
	47 a	Accounts receivable	47a				
	b	Less: allowance for doubtful accounts	47b			47c	
	48 a	Pledges receivable	48a	108,555.			
	b	Less: allowance for doubtful accounts	48b		358,817.	48c	108,555.
	49	Grants receivable				49	
	50 a	Receivables from current and former officers, directors, trustees, and key employees				50a	
	b	Receivables from other disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				50b	
	51 a	Other notes and loans receivable	51a				
	b	Less: allowance for doubtful accounts	51b			51c	
	52	Inventories for sale or use				52	
	53	Prepaid expenses and deferred charges				53	
	54 a	Investments - publicly-traded securities Stmt 6 ▶ ☐ Cost ☒ FMV			1,126,562.	54a	1,183,231.
	b	Investments - other securities ▶ ☐ Cost ☐ FMV				54b	
	55 a	Investments - land, buildings, and equipment: basis	55a				
	b	Less: accumulated depreciation	55b			55c	
	56	Investments - other				56	
	57 a	Land, buildings, and equipment: basis	57a	285,332.			
	b	Less: accumulated depreciation Stmt 5	57b	110,091.	99,376.	57c	175,241.
	58	Other assets, including program-related investments (describe ▶)				58	
	59	**Total assets** (must equal line 74). Add lines 45 through 58			1,770,432.	59	1,827,771.
Liabilities	60	Accounts payable and accrued expenses			13,513.	60	19,676.
	61	Grants payable				61	
	62	Deferred revenue				62	
	63	Loans from officers, directors, trustees, and key employees				63	
	64 a	Tax-exempt bond liabilities				64a	
	b	Mortgages and other notes payable				64b	
	65	Other liabilities (describe ▶)				65	
	66	**Total liabilities.** Add lines 60 through 65			13,513.	66	19,676.
Net Assets or Fund Balances		**Organizations that follow SFAS 117, check here ▶** ☒ and complete lines 67 through 69 and lines 73 and 74.					
	67	Unrestricted			245,540.	67	389,082.
	68	Temporarily restricted			1,511,379.	68	1,419,013.
	69	Permanently restricted				69	
		Organizations that do not follow SFAS 117, check here ▶ ☐ and complete lines 70 through 74.					
	70	Capital stock, trust principal, or current funds				70	
	71	Paid-in or capital surplus, or land, building, and equipment fund				71	
	72	Retained earnings, endowment, accumulated income, or other funds				72	
	73	**Total net assets or fund balances.** Add lines 67 through 69 **or** lines 70 through 72. (Column (A) **must** equal line 19 and column (B) **must** equal line 21)			1,756,919.	73	1,808,095.
	74	**Total liabilities and net assets/fund balances.** Add lines 66 and 73			1,770,432.	74	1,827,771.

Part IV-A Reconciliation of Revenue per Audited Financial Statements With Revenue per Return *(See the instructions.)*

a	Total revenue, gains, and other support per audited financial statements			a	803,893.
b	Amounts included on line a but not on Part I, line 12:				
1	Net unrealized gains on investments	b1	2,334.		
2	Donated services and use of facilities	b2	36,000.		
3	Recoveries of prior year grants	b3			
4	Other (specify):	b4			
	Add lines b1 through b4			b	38,334.
c	Subtract line b from line a			c	765,559.
d	Amounts included on Part I, line 12, but not on line a:				
1	Investment expenses not included on Part I, line 6b	d1			
2	Other (specify):	d2			
	Add lines d1 and d2			d	0.
e	**Total revenue** (Part I, line 12). Add lines c and d ▶			e	765,559.

Part IV-B Reconciliation of Expenses per Audited Financial Statements With Expenses per Return

a	Total expenses and losses per audited financial statements			a	752,717.
b	Amounts included on line a but not on Part I, line 17:				
1	Donated services and use of facilities	b1	36,000.		
2	Prior year adjustments reported on Part I, line 20	b2			
3	Losses reported on Part I, line 20	b3			
4	Other (specify):	b4			
	Add lines b1 through b4			b	36,000.
c	Subtract line b from line a			c	716,717.
d	Amounts included on Part I, line 17, but not on line a:				
1	Investment expenses not included on Part I, line 6b	d1			
2	Other (specify):	d2			
	Add lines d1 and d2			d	0.
e	**Total expenses** (Part I, line 17). Add lines c and d ▶			e	716,717.

Part V-A Current Officers, Directors, Trustees, and Key Employees
(List each person who was an officer, director, trustee, or key employee at any time during the year even if they were not compensated.) *(See the instructions.)*

(A) Name and address	(B) Title and average hours per week devoted to position	(C) Compensation (If not paid, enter -0-.)	(D) Contributions to employee benefit plans & deferred compensation plans	(E) Expense account and other allowances
See Statement 7		34,398.	0.	0.

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Part V-A Current Officers, Directors, Trustees, and Key Employees *(continued)*

			Yes	No
75 a	Enter the total number of officers, directors, and trustees permitted to vote on organization business at board meetings ▶ 17			
b	Are any officers, directors, trustees, or key employees listed in Form 990, Part V-A, or highest compensated employees listed in Schedule A, Part I, or highest compensated professional and other independent contractors listed in Schedule A, Part II-A or II-B, related to each other through family or business relationships? If "Yes," attach a statement that identifies the individuals and explains the relationship(s)	75b		X
c	Do any officers, directors, trustees, or key employees listed in Form 990, Part V-A, or highest compensated employees listed in Schedule A, Part I, or highest compensated professional and other independent contractors listed in Schedule A, Part II-A or II-B, receive compensation from any other organizations, whether tax exempt or taxable, that are related to the organization? See the instructions for the definition of "related organization." If "Yes," attach a statement that includes the information described in the instructions.	75c		X
d	Does the organization have a written conflict of interest policy?	75d		X

Part V-B Former Officers, Directors, Trustees, and Key Employees That Received Compensation or Other Benefits (If any former officer, director, trustee, or key employee received compensation or other benefits (described below) during the year, list that person below and enter the amount of compensation or other benefits in the appropriate column. See the instructions.)

(A) Name and address	(B) Loans and Advances	(C) Compensation (if not paid, enter -0-)	(D) Contributions to employee benefit plans & deferred compensation plans	(E) Expense account and other allowances
None				

Part VI Other Information *(See the instructions.)*

			Yes	No
76	Did the organization make a change in its activities or methods of conducting activities? If "Yes," attach a detailed statement of each change	76		X
77	Were any changes made in the organizing or governing documents but not reported to the IRS? If "Yes," attach a conformed copy of the changes.	77		X
78 a	Did the organization have unrelated business gross income of $1,000 or more during the year covered by this return?	78a		X
b	If "Yes," has it filed a tax return on **Form 990-T** for this year? N/A	78b		
79	Was there a liquidation, dissolution, termination, or substantial contraction during the year? If "Yes," attach a statement	79		X
80 a	Is the organization related (other than by association with a statewide or nationwide organization) through common membership, governing bodies, trustees, officers, etc., to any other exempt or nonexempt organization?	80a		X
b	If "Yes," enter the name of the organization ▶ N/A and check whether it is ☐ exempt **or** ☐ nonexempt			
81 a	Enter direct or indirect political expenditures. (See line 81 instructions.) 81a 0.			
b	Did the organization file **Form 1120-POL** for this year?	81b		X

Part VI Other Information *(continued)*

				Yes	No
82 a	Did the organization receive donated services or the use of materials, equipment, or facilities at no charge or at substantially less than fair rental value?		82a	X	
b	If "Yes," you may indicate the value of these items here. Do not include this amount as revenue in Part I or as an expense in Part II. (See instructions in Part III.)	82b 36,000.			
83 a	Did the organization comply with the public inspection requirements for returns and exemption applications?		83a	X	
b	Did the organization comply with the disclosure requirements relating to quid pro quo contributions?	N/A	83b		
84 a	Did the organization solicit any contributions or gifts that were not tax deductible?	N/A	84a		
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	N/A	84b		
85	*501(c)(4), (5), or (6) organizations.* a Were substantially all dues nondeductible by members?	N/A	85a		
b	Did the organization make only in-house lobbying expenditures of $2,000 or less?	N/A	85b		
	If "Yes" was answered to either 85a or 85b, **do not** complete 85c through 85h below unless the organization received a waiver for proxy tax owed for the prior year.				
c	Dues, assessments, and similar amounts from members	85c N/A			
d	Section 162(e) lobbying and political expenditures	85d N/A			
e	Aggregate nondeductible amount of section 6033(e)(1)(A) dues notices	85e N/A			
f	Taxable amount of lobbying and political expenditures (line 85d less 85e)	85f N/A			
g	Does the organization elect to pay the section 6033(e) tax on the amount on line 85f?	N/A	85g		
h	If section 6033(e)(1)(A) dues notices were sent, does the organization agree to add the amount on line 85f to its reasonable estimate of dues allocable to nondeductible lobbying and political expenditures for the following tax year?	N/A	85h		
86	*501(c)(7) organizations.* Enter: **a** Initiation fees and capital contributions included on line 12	86a N/A			
b	Gross receipts, included on line 12, for public use of club facilities	86b N/A			
87	*501(c)(12) organizations.* Enter: **a** Gross income from members or shareholders	87a N/A			
b	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.)	87b N/A			
88 a	At any time during the year, did the organization own a 50% or greater interest in a taxable corporation or partnership, or an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? If "Yes," complete Part IX		88a		X
b	At any time during the year, did the organization, directly or indirectly, own a controlled entity within the meaning of section 512(b)(13)? If "Yes," complete Part XI ▶		88b		X
89 a	*501(c)(3) organizations.* Enter: Amount of tax imposed on the organization during the year under: section 4911 ▶ 0. ; section 4912 ▶ 0. ; section 4955 ▶ 0.				
b	*501(c)(3) and 501(c)(4) organizations.* Did the organization engage in any section 4958 excess benefit transaction during the year or did it become aware of an excess benefit transaction from a prior year? If "Yes," attach a statement explaining each transaction		89b		X
c	Enter: Amount of tax imposed on the organization managers or disqualified persons during the year under sections 4912, 4955, and 4958	▶ 0.			
d	Enter: Amount of tax on line 89c, above, reimbursed by the organization	▶ 0.			
e	*All organizations.* At any time during the tax year, was the organization a party to a prohibited tax shelter transaction?		89e		X
f	*All organizations.* Did the organization acquire a direct or indirect interest in any applicable insurance contract?		89f		X
g	*For supporting organizations and sponsoring organizations maintaining donor advised funds.* Did the supporting organization, or a fund maintained by a sponsoring organization, have excess business holdings at any time during the year?		89g		X

90 a List the states with which a copy of this return is filed ▶ GA

b Number of employees employed in the pay period that includes March 12, 2006 — 90b — 19

91 a The books are in care of ▶ Debbie Britt — Telephone no. ▶ (770) 461-0813

Located at ▶ 4 Center Drive, Fayetteville, GA — ZIP + 4 ▶ 30214

			Yes	No
b	At any time during the calendar year, did the organization have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? If "Yes," enter the name of the foreign country ▶ N/A. See the instructions for exceptions and filing requirements for **Form TD F 90-22.1**, Report of Foreign Bank and Financial Accounts.	91b		X

Part VI Other Information *(continued)*

			Yes	No
c	At any time during the calendar year, did the organization maintain an office outside of the United States? If "Yes," enter the name of the foreign country ▶ N/A	91c		X
92	*Section 4947(a)(1) nonexempt charitable trusts filing Form 990 in lieu of* **Form 1041**- Check here ▶ ☐ and enter the amount of tax-exempt interest received or accrued during the tax year ▶	92	N/A	

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

Note: *Enter gross amounts unless otherwise indicated.*	Unrelated business income		Excluded by section 512, 513, or 514		
	(A) Business code	(B) Amount	(C) Exclusion code	(D) Amount	(E) Related or exempt function income
93 Program service revenue:					
a Transportation					25,177.
b Home delivered meals					1,418.
c Seniors activities					5,538.
d Miscellaneous services					2,228.
e					
f Medicare/Medicaid payments					
g Fees and contracts from government agencies					
94 Membership dues and assessments					
95 Interest on savings and temporary cash investments			14	1,195.	
96 Dividends and interest from securities			14	67,439.	
97 Net rental income or (loss) from real estate:					
a debt-financed property					
b not debt-financed property					
98 Net rental income or (loss) from personal property					
99 Other investment income					
100 Gain or (loss) from sales of assets other than inventory					
101 Net income or (loss) from special events			01	14,366.	
102 Gross profit or (loss) from sales of inventory					
103 Other revenue:					
a					
b					
c					
d					
e					
104 Subtotal (add columns (B), (D), and (E))		0.		83,000.	34,361.
105 **Total** (add line 104, columns (B), (D), and (E)) ▶					117,361.

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

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

Line No. ▼	Explain how each activity for which income is reported in column (E) of Part VII contributed importantly to the accomplishment of the organization's exempt purposes (other than by providing funds for such purposes).
93	All activities are directly related to the organization's exempt purpose, which is providing programs to improve the quality of life for older residents of Fayette County, Georgia including those who may be handicapped.

Part IX Information Regarding Taxable Subsidiaries and Disregarded Entities *(See the instructions.)*

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

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

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

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

Note: *If "Yes" to* **(b)**, *file* Form 8870 **and** *Form 4720 (see instructions).*

Part XI **Information Regarding Transfers To and From Controlled Entities.** *Complete only if the organization is a controlling organization as defined in section 512(b)(13).* N/A

		Yes	No
106	Did the reporting organization **make** any transfers **to** a controlled entity as defined in section 512(b)(13) of the Code? If "Yes," complete the schedule below for each controlled entity.		

	(A) Name, address, of each controlled entity	(B) Employer Identification Number	(C) Description of transfer	(D) Amount of transfer
a				
b				
c				
	Totals			

		Yes	No
107	Did the reporting organization **receive** any transfers **from** a controlled entity as defined in section 512(b)(13) of the Code? If "Yes," complete the schedule below for each controlled entity.		

	(A) Name, address, of each controlled entity	(B) Employer Identification Number	(C) Description of transfer	(D) Amount of transfer
a				
b				
c				
	Totals			

		Yes	No
108	Did the organization have a binding written contract in effect on August 17, 2006, covering the interest, rents, royalties, and annuities described in question 107 above?		

Please Sign Here

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

Deborah F Breit DEBORAH F. BREIT 4/1/08

Signature of officer Date

Executive Director

Type or print name and title

Paid Preparer's Use Only

Preparer's signature: [signature] Date 4/4/08 Check if self-employed ☐ Preparer's SSN or PTIN (See Gen. Inst. X)

Firm's name (or yours if self-employed), address, and ZIP + 4: Metcalf Davis, CPAs, 3340 Peachtree Road, NE, Suite 2600, Atlanta, Georgia 30326-1089

EIN ▶

Phone no. ▶ (404) 264-1700

Form **990** (2006)

623164/01-26-07

SCHEDULE A
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Organization Exempt Under Section 501(c)(3)

(Except Private Foundation) and Section 501(e), 501(f), 501(k), 501(n), or 4947(a)(1) Nonexempt Charitable Trust

Supplementary Information-(See separate instructions.)

▶ MUST be completed by the above organizations and attached to their Form 990 or 990-EZ

OMB No. 1545-0047

2006

Name of the organization: Fayette Senior Services, Inc.

Employer identification number: 58 1364158

Part I **Compensation of the Five Highest Paid Employees Other Than Officers, Directors, and Trustees**
(See page 2 of the instructions. List each one. If there are none, enter "None.")

(a) Name and address of each employee paid more than $50,000	(b) Title and average hours per week devoted to position	(c) Compensation	(d) Contributions to employee benefit plans & deferred compensation	(e) Expense account and other allowances
None				
Total number of other employees paid over $50,000 ▶	0			

Part II-A **Compensation of the Five Highest Paid Independent Contractors for Professional Services**
(See page 2 of the instructions. List each one (whether individuals or firms). If there are none, enter "None.")

(a) Name and address of each independent contractor paid more than $50,000	(b) Type of service	(c) Compensation
Southern Home Care PO Box 2797, Valdosta, GA 31604	Elderly Home Care	70,107.
Total number of others receiving over $50,000 for professional services ▶ 0		

Part II-B **Compensation of the Five Highest Paid Independent Contractors for Other Services**
(List each contractor who performed services other than professional services, whether individuals or firms. If there are none, enter "None." See page 2 of the instructions.)

(a) Name and address of each independent contractor paid more than $50,000	(b) Type of service	(c) Compensation
None		
Total number of other contractors receiving over $50,000 for other services ▶ 0		

Part III **Statements About Activities** (See page 2 of the instructions.)

			Yes	No
1	During the year, has the organization attempted to influence national, state, or local legislation, including any attempt to influence public opinion on a legislative matter or referendum? If "Yes," enter the total expenses paid or incurred in connection with the lobbying activities ▶ $ ______ $ ______ (Must equal amounts on line 38, Part VI-A, or line i of Part VI-B.) Organizations that made an election under section 501(h) by filing Form 5768 must complete Part VI-A. Other organizations checking "Yes" must complete Part VI-B AND attach a statement giving a detailed description of the lobbying activities.	1		X
2	During the year, has the organization, either directly or indirectly, engaged in any of the following acts with any substantial contributors, trustees, directors, officers, creators, key employees, or members of their families, or with any taxable organization with which any such person is affiliated as an officer, director, trustee, majority owner, or principal beneficiary? *(If the answer to any question is "Yes," attach a detailed statement explaining the transactions.)*			
a	Sale, exchange, or leasing of property?	2a		X
b	Lending of money or other extension of credit?	2b		X
c	Furnishing of goods, services, or facilities?	2c		X
d	Payment of compensation (or payment or reimbursement of expenses if more than $1,000)?	2d		X
e	Transfer of any part of its income or assets?	2e		X
3 a	Did the organization make grants for scholarships, fellowships, student loans, etc.? (If "Yes," attach an explanation of how the organization determines that recipients qualify to receive payments.)	3a		X
b	Dd the organization have a section 403(b) annuity plan for its employees?	3b		X
c	Did the organization receive or hold an easement for conservation purposes, including easements to preserve open space, the environment, historic land areas or historic structures? If "Yes," attach a detailed statement	3c		X
d	Did the organization provide credit counseling, debt management, credit repair, or debt negotiation services?	3d		X
4 a	Did the organization maintain any donor advised funds? If "Yes," complete lines 4b through 4g. If "No," complete lines 4f and 4g	4a		X
b	Did the organization make any taxable distributions under section 4966? N/A	4b		
c	Did the organization make a distribution to a donor, donor advisor, or related person? N/A	4c		
d	Enter the total number of donor advised funds owned at the end of the tax year ▶		N/A	
e	Enter the aggregate value of assets held in all donor advised funds owned at the end of the tax year ▶		N/A	
f	Enter the total number of separate funds or accounts owned at the end of the year (excluding donor advised funds included on line 4d) where donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts ▶			0.
g	Enter the aggregate value of assets in all funds or accounts included on line 4f at the end of the tax year ▶			0.

Part IV **Reason for Non-Private Foundation Status** (See pages 4 through 7 of the instructions.)

I certify that the organization is not a private foundation because it is: (Please check only **ONE** applicable box.)

5 [ ] A church, convention of churches, or association of churches. Section 170(b)(1)(A)(i).

6 [ ] A school. Section 170(b)(1)(A)(ii). (Also complete Part V.)

7 [ ] A hospital or a cooperative hospital service organization. Section 170(b)(1)(A)(iii).

8 [ ] A federal, state, or local government or governmental unit. Section 170(b)(1)(A)(v).

9 [ ] A medical research organization operated in conjunction with a hospital. Section 170(b)(1)(A)(iii). **Enter the hospital's name, city, and state** ▶

10 [ ] An organization operated for the benefit of a college or university owned or operated by a governmental unit. Section 170(b)(1)(A)(iv). (Also complete the **Support Schedule** in Part IV-A.)

11a [X] An organization that normally receives a substantial part of its support from a governmental unit or from the general public. Section 170(b)(1)(A)(vi). (Also complete the **Support Schedule** in Part IV-A.)

11b [ ] A community trust. Section 170(b)(1)(A)(vi). (Also complete the **Support Schedule** in Part IV-A.)

12 [ ] An organization that normally receives: **(1) more than 33 1/3%** of its support from contributions, membership fees, and gross receipts from activities related to its charitable, etc., functions - subject to certain exceptions, and **(2) no more than 33 1/3%** of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See section 509(a)(2). (Also complete the **Support Schedule** in Part IV-A.)

13 [ ] An organization that is not controlled by any disqualified persons (other than foundation managers) and otherwise meets the requirements of section 509(a)(3). Check the box that describes the type of supporting organization:
[ ] Type I [ ] Type II [ ] Type III-Functionally Integrated [ ] Type III-Other

Provide the following information about the supported organizations. (See page 7 of the instructions.)

(a) Name(s) of supported organization(s)	(b) Employer identification number (EIN)	(c) Type of organization (described in lines 5 through 12 above or IRC section)	(d) Is the supported organization listed in the supporting organization's governing documents?		(e) Amount of support
			Yes	No	
Total ▶					

14 [ ] An organization organized and operated to test for public safety. Section 509(a)(4). (See page 7 of the instructions.)

Part IV-A **Support Schedule** (Complete only if you checked a box on line 10, 11, or 12.) **Use cash method of accounting.**
Note: *You may use the worksheet in the instructions for converting from the accrual to the cash method of accounting.*

Calendar year (or fiscal year beginning in) ▶	(a) 2005	(b) 2004	(c) 2003	(d) 2002	(e) Total
15 Gifts, grants, and contributions received. (Do not include unusual grants. See line 28.)	2,183,664.	594,209.	594,350.	482,693.	3,854,916.
16 Membership fees received					
17 Gross receipts from admissions, merchandise sold or services performed, or furnishing of facilities in any activity that is related to the organization's charitable, etc., purpose	24,865.	21,632.	38,053.	45,559.	130,109.
18 Gross income from interest, dividends, amounts received from payments on securities loans (section 512(a)(5)), rents, royalties, and unrelated business taxable income (less section 511 taxes) from businesses acquired by the organization after June 30, 1975	34,478.	39,155.	38,075.	16,920.	128,628.
19 Net income from unrelated business activities not included in line 18					
20 Tax revenues levied for the organization's benefit and either paid to it or expended on its behalf					
21 The value of services or facilities furnished to the organization by a governmental unit without charge. Do not include the value of services or facilities generally furnished to the public without charge					
22 Other income. Attach a schedule. Do not include gain or (loss) from sale of capital assets	23,394.	20,323.	See Statement 8	18,852.	62,569.
23 Total of lines 15 through 22	2,266,401.	675,319.	670,478.	564,024.	4,176,222.
24 Line 23 minus line 17	2,241,536.	653,687.	632,425.	518,465.	4,046,113.
25 Enter 1% of line 23	22,664.	6,753.	6,705.	5,640.	

26 **Organizations described on lines 10 or 11:** a Enter 2% of amount in column (e), line 24 ▶ **26a** 80,922.

b Prepare a list for your records to show the name and amount contributed by each person (other than a governmental unit or publicly supported organization) whose total gifts for 2002 through 2005 exceeded the amount shown in line 26a. **Do not file this list with your return.** Enter the total of all these excess amounts ▶ **26b** 1,259,234.

c Total support for section 509(a)(1) test: Enter line 24, column (e) ▶ **26c** 4,046,113.

d Add: Amounts from column (e) for lines: 18 128,628. 19 ______ 22 62,569. 26b 1,259,234. ▶ **26d** 1,450,431.

e Public support (line 26c minus line 26d total) ▶ **26e** 2,595,682.

f **Public support percentage (line 26e (numerator) divided by line 26c (denominator))** ▶ **26f** 64.1525%

27 **Organizations described on line 12:** a For amounts included in lines 15, 16, and 17 that were received from a "disqualified person," prepare a list for your records to show the name of, and total amounts received in each year from, each "disqualified person." **Do not file this list with your return.** Enter the sum of such amounts for each year: N/A

(2005) ______ (2004) ______ (2003) ______ (2002) ______

b For any amount included in line 17 that was received from each person (other than "disqualified persons"), prepare a list for your records to show the name of, and amount received for each year, that was more than the **larger** of (1) the amount on line 25 for the year or (2) $5,000. (Include in the list organizations described in lines 5 through 11b, as well as individuals.) **Do not file this list with your return.** After computing the difference between the amount received and the larger amount described in (1) or (2), enter the sum of these differences (the excess amounts) for each year: N/A

(2005) ______ (2004) ______ (2003) ______ (2002) ______

c Add: Amounts from column (e) for lines: 15 ______ 16 ______ 17 ______ 20 ______ 21 ______ ▶ **27c** N/A

d Add: Line 27a total ______ and line 27b total ______ ▶ **27d** N/A

e Public support (line 27c total minus line 27d total) ▶ **27e** N/A

f Total support for section 509(a)(2) test: Enter amount on line 23, column (e) ▶ **27f** N/A

g **Public support percentage (line 27e (numerator) divided by line 27f (denominator))** ▶ **27g** N/A %

h **Investment income percentage (line 18, column (e) (numerator) divided by line 27f (denominator))** ▶ **27h** N/A %

28 **Unusual Grants:** For an organization described in line 10, 11, or 12 that received any unusual grants during 2002 through 2005, prepare a list for your records to show, for each year, the name of the contributor, the date and amount of the grant, and a brief description of the nature of the grant. **Do not file this list with your return.** Do not include these grants in line 15.

None

Part V **Private School Questionnaire** (See page 9 of the instructions.)
(To be completed ONLY by schools that checked the box on line 6 in Part IV)

N/A

			Yes	No
29	Does the organization have a racially nondiscriminatory policy toward students by statement in its charter, bylaws, other governing instrument, or in a resolution of its governing body?	29		
30	Does the organization include a statement of its racially nondiscriminatory policy toward students in all its brochures, catalogues, and other written communications with the public dealing with student admissions, programs, and scholarships?	30		
31	Has the organization publicized its racially nondiscriminatory policy through newspaper or broadcast media during the period of solicitation for students, or during the registration period if it has no solicitation program, in a way that makes the policy known to all parts of the general community it serves?	31		
	If "Yes," please describe; if "No," please explain. (If you need more space, attach a separate statement.)			
32	Does the organization maintain the following:			
a	Records indicating the racial composition of the student body, faculty, and administrative staff?	32a		
b	Records documenting that scholarships and other financial assistance are awarded on a racially nondiscriminatory basis?	32b		
c	Copies of all catalogues, brochures, announcements, and other written communications to the public dealing with student admissions, programs, and scholarships?	32c		
d	Copies of all material used by the organization or on its behalf to solicit contributions?	32d		
	If you answered "No" to any of the above, please explain. (If you need more space, attach a separate statement.)			
33	Does the organization discriminate by race in any way with respect to:			
a	Students' rights or privileges?	33a		
b	Admissions policies?	33b		
c	Employment of faculty or administrative staff?	33c		
d	Scholarships or other financial assistance?	33d		
e	Educational policies?	33e		
f	Use of facilities?	33f		
g	Athletic programs?	33g		
h	Other extracurricular activities?	33h		
	If you answered "Yes" to any of the above, please explain. (If you need more space, attach a separate statement.)			
34 a	Does the organization receive any financial aid or assistance from a governmental agency?	34a		
b	Has the organization's right to such aid ever been revoked or suspended?	34b		
	If you answered "Yes" to either 34a or b, please explain using an attached statement.			
35	Does the organization certify that it has complied with the applicable requirements of sections 4.01 through 4.05 of Rev. Proc. 75-50, 1975-2 C.B. 587, covering racial nondiscrimination? If "No," attach an explanation	35		

Part VI-A **Lobbying Expenditures by Electing Public Charities** (See page 10 of the instructions.) N/A

(To be completed **ONLY** by an eligible organization that filed Form 5768)

Check ▶ a ☐ if the organization belongs to an affiliated group. Check ▶ b ☐ if you checked "a" and "limited control" provisions apply.

Limits on Lobbying Expenditures (The term "expenditures" means amounts paid or incurred.)		(a) Affiliated group totals	(b) To be completed for **all** electing organizations
36 Total lobbying expenditures to influence public opinion (grassroots lobbying)	36	N/A	
37 Total lobbying expenditures to influence a legislative body (direct lobbying)	37		
38 Total lobbying expenditures (add lines 36 and 37)	38		
39 Other exempt purpose expenditures	39		
40 Total exempt purpose expenditures (add lines 38 and 39)	40		
41 Lobbying nontaxable amount. Enter the amount from the following table -			
If the amount on line 40 is - / **The lobbying nontaxable amount is -**			
Not over $500,000 — 20% of the amount on line 40			
Over $500,000 but not over $1,000,000 — $100,000 plus 15% of the excess over $500,000			
Over $1,000,000 but not over $1,500,000 — $175,000 plus 10% of the excess over $1,000,000	41		
Over $1,500,000 but not over $17,000,000 — $225,000 plus 5% of the excess over $1,500,000			
Over $17,000,000 — $1,000,000			
42 Grassroots nontaxable amount (enter 25% of line 41)	42		
43 Subtract line 42 from line 36. Enter -0- if line 42 is more than line 36	43		
44 Subtract line 41 from line 38. Enter -0- if line 41 is more than line 38	44		

Caution: *If there is an amount on either line 43 or line 44, you must file Form 4720.*

4-Year Averaging Period Under Section 501(h)

(Some organizations that made a section 501(h) election do not have to complete all of the five columns below. See the instructions for lines 45 through 50 on page 13 of the instructions.)

	Lobbying Expenditures During 4-Year Averaging Period				N/A
Calendar year (or fiscal year beginning in) ▶	(a) 2006	(b) 2005	(c) 2004	(d) 2003	(e) Total
45 Lobbying nontaxable amount					0.
46 Lobbying ceiling amount (150% of line 45(e))					0.
47 Total lobbying expenditures					0.
48 Grassroots nontaxable amount					0.
49 Grassroots ceiling amount (150% of line 48(e))					0.
50 Grassroots lobbying expenditures					0.

Part VI-B **Lobbying Activity by Nonelecting Public Charities**

(For reporting only by organizations that did not complete Part VI-A) (See page 13 of the instructions.) N/A

During the year, did the organization attempt to influence national, state or local legislation, including any attempt to influence public opinion on a legislative matter or referendum, through the use of:	Yes	No	Amount
a Volunteers			
b Paid staff or management (Include compensation in expenses reported on lines **c** through **h**.)			
c Media advertisements			
d Mailings to members, legislators, or the public			
e Publications, or published or broadcast statements			
f Grants to other organizations for lobbying purposes			
g Direct contact with legislators, their staffs, government officials, or a legislative body			
h Rallies, demonstrations, seminars, conventions, speeches, lectures, or any other means			
i Total lobbying expenditures (Add lines **c** through **h**.)			0.

If "Yes" to any of the above, also attach a statement giving a detailed description of the lobbying activities.

Part VII Information Regarding Transfers To and Transactions and Relationships With Noncharitable Exempt Organizations (See page 13 of the instructions.)

51 Did the reporting organization directly or indirectly engage in any of the following with any other organization described in section 501(c) of the Code (other than section 501(c)(3) organizations) or in section 527, relating to political organizations?

		Yes	No
a Transfers from the reporting organization to a noncharitable exempt organization of:			
(i) Cash	51a(i)		X
(ii) Other assets	a(ii)		X
b Other transactions:			
(i) Sales or exchanges of assets with a noncharitable exempt organization	b(i)		X
(ii) Purchases of assets from a noncharitable exempt organization	b(ii)		X
(iii) Rental of facilities, equipment, or other assets	b(iii)		X
(iv) Reimbursement arrangements	b(iv)		X
(v) Loans or loan guarantees	b(v)		X
(vi) Performance of services or membership or fundraising solicitations	b(vi)		X
c Sharing of facilities, equipment, mailing lists, other assets, or paid employees	c		X

d If the answer to any of the above is "Yes," complete the following schedule. Column (b) should always show the fair market value of the goods, other assets, or services given by the reporting organization. If the organization received less than fair market value in any transaction or sharing arrangement, show in column (d) the value of the goods, other assets, or services received: N/A

(a) Line no.	(b) Amount involved	(c) Name of noncharitable exempt organization	(d) Description of transfers, transactions, and sharing arrangements

52 a Is the organization directly or indirectly affiliated with, or related to, one or more tax-exempt organizations described in section 501(c) of the Code (other than section 501(c)(3)) or in section 527? ▶ ☐ Yes ☒ No

b If "Yes," complete the following schedule: N/A

(a) Name of organization	(b) Type of organization	(c) Description of relationship

Schedule B
(Form 990, 990-EZ, or 990-PF)
Department of the Treasury
Internal Revenue Service

Schedule of Contributors

Supplementary Information for
line 1 of Form 990, 990-EZ, and 990-PF (see instructions)

OMB No. 1545-0047

2006

Name of organization	**Employer identification number**
Fayette Senior Services, Inc.	58-1364158

Organization type (check one):

Filers of:	**Section:**
Form 990 or 990-EZ	[X] 501(c)(3) (enter number) organization
	[ ] 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation
	[ ] 527 political organization
Form 990-PF	[ ] 501(c)(3) exempt private foundation
	[ ] 4947(a)(1) nonexempt charitable trust treated as a private foundation
	[ ] 501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule.** (**Note:** *Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule-see instructions.)*

General Rule-

[ ] For organizations filing Form 990, 990-EZ, or 990-PF that received, during the year, $5,000 or more (in money or property) from any one contributor. (Complete Parts I and II.)

Special Rules-

[X] For a section 501(c)(3) organization filing Form 990, or Form 990-EZ, that met the 33 1/3% support test of the regulations under sections 509(a)(1)/170(b)(1)(A)(vi), and received from any one contributor, during the year, a contribution of the greater of $5,000 or 2% of the amount on line 1 of these forms. (Complete Parts I and II.)

[ ] For a section 501(c)(7), (8), or (10) organization filing Form 990, or Form 990-EZ, that received from any one contributor, during the year, aggregate contributions or bequests of more than $1,000 for use *exclusively* for religious, charitable, scientific, literary, or educational purposes, or the prevention of cruelty to children or animals. (Complete Parts I, II, and III.)

[ ] For a section 501(c)(7), (8), or (10) organization filing Form 990, or Form 990-EZ, that received from any one contributor, during the year, some contributions for use *exclusively* for religious, charitable, etc., purposes, but these contributions did not aggregate to more than $1,000. (If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Do not complete any of the Parts unless the **General Rule** applies to this organization because it received nonexclusively religious, charitable, etc., contributions of $5,000 or more during the year.) .... ▶ $ ____________

Caution: *Organizations that are not covered by the General Rule and/or the Special Rules do not file Schedule B (Form 990, 990-EZ, or 990-PF), but they* **must** *check the box in the heading of their Form 990, Form 990-EZ, or on line 2 of their Form 990-PF, to certify that they do not meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).*

Name of organization: Fayette Senior Services, Inc.

Employer identification number: 58-1364158

Part I **Contributors** (See Specific Instructions.)

(a) No.	(b) Name, address, and ZIP + 4	(c) Aggregate contributions	(d) Type of contribution
1	United Way of Metropolitan Atlanta 100 Edgewood Avenue NE Atlanta, GA 30303	$ 67,129.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II if there is a noncash contribution.)
2	Atlanta Regional Commission 40 Courtland St NE Atlanta, GA 30303	$ 401,354.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II if there is a noncash contribution.)
3	City of Fayetteville 240 Glynn Stree South Fayetteville, GA 30214	$ 17,739.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II if there is a noncash contribution.)
4	Fayette County Board of Commissioners 140 Stonewall Avenue Suite 100 Fayetteville, GA 30214	$ 105,631.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II if there is a noncash contribution.)
5	Exceptional OPS 255 Commerce Drive Suite 447 Peachtree City, GA 30269	$ 17,327.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II if there is a noncash contribution.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II if there is a noncash contribution.)

Form 990 — Other Changes in Net Assets or Fund Balances — Statement 1

Description	Amount
Unrealized gains (losses) on securities	2,334.
Total to Form 990, Part I, line 20	2,334.

Form 990 — Special Events and Activities — Statement 2

Description of Event	Gross Receipts	Contribut. Included	Gross Revenue	Direct Expenses	Net Income
Project Love - Fundraising event during holiday season.	13,369.		13,369.		13,369.
Other events - Various other minor special events	997.		997.		997.
To Fm 990, Part I, line 9	14,366.		14,366.		14,366.

Form 990 — Other Expenses — Statement 3

Description	(A) Total	(B) Program Services	(C) Management and General	(D) Fundraising
Contract expense	150,605.	150,605.		
Professional fees	10,479.	9,431.	1,048.	
Dues and subscriptions	1,971.	1,774.	197.	
Meals	145,853.	145,853.		
Staff training	4,141.	3,727.	414.	
Insurance	18,952.	17,057.	1,895.	
Miscellaneous expense	0.	0.		
Non-contracted cost	10,715.	10,715.		
Total to Fm 990, ln 43	342,716.	339,162.	3,554.	

Form 990 Statement of Organization's Primary Exempt Purpose Part III — Statement 4

Explanation

To help maintain the dignity, self-respect and independent living for Fayette County, Georgia residents age 60 and over.

Form 990 Depreciation of Assets Not Held for Investment — Statement 5

Description	Cost or Other Basis	Accumulated Depreciation	Book Value
Equipment and Vehicles	285,332.	110,091.	175,241.
Total to Form 990, Part IV, ln 57	285,332.	110,091.	175,241.

Form 990 Non-Government Securities — Statement 6

Security Description	Cost/FMV	Corporate Stocks	Corporate Bonds	Other Publicly Traded Securities	Total Non-Gov't Securities
Corporate bonds	FMV		102,358.		102,358.
Mutual Funds	FMV			1,080,873.	1,080,873.
To Form 990, line 54a, Col B			102,358.	1,080,873.	1,183,231.

Form 990 Part V-A - List of Current Officers, Directors, Trustees and Key Employees Statement 7

Name and Address	Title and Avrg Hrs/Wk	Compen-sation	Employee Ben Plan Contrib	Expense Account
Andy Carden 390 Lee Street Fayetteville, GA 30214-2056	Executive Director 40.00	34,398.	0.	0.
Vicki Turner 390 Lee Street Fayetteville, GA 30214-2056	President 0.50	0.	0.	0.
Jack Bowdoin 390 Lee Street Fayetteville, GA 30214-2056	Vice President 0.50	0.	0.	0.
Natahalie White Faulkner 390 Lee Street Fayetteville, GA 30214-2056	Secretary 0.50	0.	0.	0.
Dixie Anderson 390 Lee Street Fayetteville, GA 30214-2056	Treasurer 0.00	0.	0.	0.
J. Arnold 390 Lee Street Fayetteville, GA 30214-2056	Board Member 0.50	0.	0.	0.
Sharon Cummings 390 Lee Street Fayetteville, GA 30214-2056	Board Member 0.50	0.	0.	0.
Tina DeCotis 390 Lee Street Fayetteville, GA 30214-2056	Board Member 0.50	0.	0.	0.
Michael Faulkner 390 Lee Street Fayetteville, GA 30214-2056	Board Member 0.50	0.	0.	0.
Janice Folsom 390 Lee Street Fayetteville, GA 30214-2056	Board Member 0.50	0.	0.	0.
Elaine Gaillard 390 Lee Street Fayetteville, GA 30214-2056	Board Member 0.50	0.	0.	0.

Stony Lohr 390 Lee Street Fayetteville, GA 30214-2056	Board Member 0.50	0.	0.	0.
Joan Neal 390 Lee Street Fayetteville, GA 30214-2056	Board Member 0.50	0.	0.	0.
Frances Reeves 390 Lee Street Fayetteville, GA 30214-2056	Board Member 0.50	0.	0.	0.
Marie Liang Schlosser 390 Lee Street Fayetteville, GA 30214-2056	Board Member 0.50	0.	0.	0.
Debbie Steele 390 Lee Street Fayetteville, GA 30214-2056	Board Member 0.50	0.	0.	0.
Janet Werner 390 Lee Street Fayetteville, GA 30214-2056	Board Member 0.50	0.	0.	0.
Rogina Williams 390 Lee Street Fayetteville, GA 30214-2056	Board Member 0.50	0.	0.	0.
Totals Included on Form 990, Part V-A		34,398.	0.	0.

Schedule A — Other Income — Statement 8

Description	2005 Amount	2004 Amount	2003 Amount	2002 Amount
Special events	23,394.	20,323.	0.	18,852.
Total to Schedule A, line 22	23,394.	20,323.	0.	18,852.

Form **4562** Department of the Treasury Internal Revenue Service

Depreciation and Amortization 990
(Including Information on Listed Property)
▶ See separate instructions. ▶ Attach to your tax return.

OMB No. 1545-0172 **2006** Attachment Sequence No. **67**

Name(s) shown on return	Business or activity to which this form relates	Identifying number
Fayette Senior Services, Inc.	Form 990 Page 2	58-1364158

Part I Election To Expense Certain Property Under Section 179 **Note:** *If you have any listed property, complete Part V before you complete Part I.*

1	Maximum amount. See the instructions for a higher limit for certain businesses	1	108,000.
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation	3	430,000.
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	

6 (a) Description of property	(b) Cost (business use only)	(c) Elected cost

7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the **smaller** of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2005 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5	11	
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11	12	
13	Carryover of disallowed deduction to 2007. Add lines 9 and 10, less line 12 ▶	13	

Note: *Do not use Part II or Part III below for listed property. Instead, use Part V.*

Part II **Special Depreciation Allowance and Other Depreciation (Do not** include listed property.)

14	Special allowance for qualified New York Liberty or Gulf Opportunity Zone property (other than listed property) placed in service during the tax year	14	
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	

Part III **MACRS Depreciation (Do not** include listed property.) (See instructions.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2006	17	
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here ▶ ☐		

Section B - Assets Placed in Service During 2006 Tax Year Using the General Depreciation System

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only - see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a 3-year property						
b 5-year property						
c 7-year property						
d 10-year property						
e 15-year property						
f 20-year property						
g 25-year property			25 yrs.		S/L	
h Residential rental property	/		27.5 yrs.	MM	S/L	
	/		27.5 yrs.	MM	S/L	
i Nonresidential real property	/		39 yrs.	MM	S/L	
	/			MM	S/L	

Section C - Assets Placed in Service During 2006 Tax Year Using the Alternative Depreciation System

20a Class life					S/L	
b 12-year			12 yrs.		S/L	
c 40-year	/		40 yrs.	MM	S/L	

Part IV **Summary** (see instructions)

21	Listed property. Enter amount from line 28	21	
22	**Total.** Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations - see instr.	22	22,912.
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

616251 10-17-06 LHA **For Paperwork Reduction Act Notice, see separate instructions.** Form **4562** (2006)

Part V **Listed Property** (Include automobiles, certain other vehicles, cellular telephones, certain computers, and property used for entertainment, recreation, or amusement.)
Note: *For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete* **only** *24a, 24b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable.*

Section A - Depreciation and Other Information (Caution: *See the instructions for limits for passenger automobiles.)*

24a Do you have evidence to support the business/investment use claimed? ☐ Yes ☐ No 24b If "Yes," is the evidence written? ☐ Yes ☐ No

(a) Type of property (list vehicles first)	(b) Date placed in service	(c) Business/ investment use percentage	(d) Cost or other basis	(e) Basis for depreciation (business/investment use only)	(f) Recovery period	(g) Method/ Convention	(h) Depreciation deduction	(i) Elected section 179 cost
25 Special allowance for qualified New York Liberty or Gulf Opportunity Zone property placed in service during the tax year and used more than 50% in a qualified business use						25		
26 Property used more than 50% in a qualified business use:								
	: :	%						
	: :	%						
	: :	%						
27 Property used 50% or less in a qualified business use:								
	: :	%				S/L -		
	: :	%				S/L -		
	: :	%				S/L -		
28 Add amounts in column (h), lines 25 through 27. Enter here and on line 21, page 1						28		
29 Add amounts in column (i), line 26. Enter here and on line 7, page 1							29	

Section B - Information on Use of Vehicles

Complete this section for vehicles used by a sole proprietor, partner, or other "more than 5% owner," or related person.
If you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles.

	(a) Vehicle		(b) Vehicle		(c) Vehicle		(d) Vehicle		(e) Vehicle		(f) Vehicle	
30 Total business/investment miles driven during the year (**do not** include commuting miles)												
31 Total commuting miles driven during the year												
32 Total other personal (noncommuting) miles driven												
33 Total miles driven during the year. Add lines 30 through 32												
	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
34 Was the vehicle available for personal use during off-duty hours?												
35 Was the vehicle used primarily by a more than 5% owner or related person?												
36 Is another vehicle available for personal use?												

Section C - Questions for Employers Who Provide Vehicles for Use by Their Employees

Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees who **are not** more than 5% owners or related persons.

	Yes	No
37 Do you maintain a written policy statement that prohibits all personal use of vehicles, including commuting, by your employees?		
38 Do you maintain a written policy statement that prohibits personal use of vehicles, except commuting, by your employees? See the instructions for vehicles used by corporate officers, directors, or 1% or more owners		
39 Do you treat all use of vehicles by employees as personal use?		
40 Do you provide more than five vehicles to your employees, obtain information from your employees about the use of the vehicles, and retain the information received?		
41 Do you meet the requirements concerning qualified automobile demonstration use?		

Note: *If your answer to 37, 38, 39, 40, or 41 is "Yes," do not complete Section B for the covered vehicles.*

Part VI Amortization

(a) Description of costs	(b) Date amortization begins	(c) Amortizable amount	(d) Code section	(e) Amortization period or percentage	(f) Amortization for this year
42 Amortization of costs that begins during your 2006 tax year:					
	: :				
	: :				
43 Amortization of costs that began before your 2006 tax year				43	
44 **Total.** Add amounts in column (f). See the instructions for where to report				44	

Form **8868** (Rev. April 2007) Department of the Treasury Internal Revenue Service

Application for Extension of Time To File an Exempt Organization Return

▶ File a separate application for each return.

OMB No. 1545-1709

- If you are filing for an **Automatic 3-Month Extension, complete only Part I** and check this box ▶ [X]
- If you are filing for an **Additional (not automatic) 3-Month Extension, complete only Part II** (on page 2 of this form).

Do not complete Part II unless you have already been granted an automatic 3-month extension on a previously filed Form 8868.

Part I **Automatic 3-Month Extension of Time.** Only submit original (no copies needed).

Section 501(c) corporations required to file Form 990-T and requesting an automatic 6-month extension - check this box and complete Part I only ▶ [ ]

All other corporations (including 1120-C filers), partnerships, REMICs, and trusts must use Form 7004 to request an extension of time to file income tax returns.

Electronic Filing (e-file). Generally, you can electronically file Form 8868 if you want a 3-month automatic extension of time to file one of the returns noted below (6 months for section 501(c) corporations required to file Form 990-T). However, you cannot file Form 8868 electronically if (1) you want the additional (not automatic) 3-month extension or (2) you file Forms 990-BL, 6069, or 8870, group returns, or a composite or consolidated Form 990-T. Instead, you must submit the fully completed and signed page 2 (Part II) of Form 8868. For more details on the electronic filing of this form, visit *www.irs.gov/efile* and click on *e-file for Charities & Nonprofits.*

Type or print	Name of Exempt Organization	Employer identification number
File by the due date for filing your return. See instructions.	Fayette Senior Services, Inc.	58-1364158
	Number, street, and room or suite no. If a P.O. box, see instructions. 4 Center Drive	
	City, town or post office, state, and ZIP code. For a foreign address, see instructions. Fayetteville, GA 30214	

Check type of return to be filed (file a separate application for each return):

[X] Form 990
[ ] Form 990-BL
[ ] Form 990-EZ
[ ] Form 990-PF
[ ] Form 990-T (corporation)
[ ] Form 990-T (sec. 401(a) or 408(a) trust)
[ ] Form 990-T (trust other than above)
[ ] Form 1041-A
[ ] Form 4720
[ ] Form 5227
[ ] Form 6069
[ ] Form 8870

- The books are in the care of ▶ Debbie Britt
  Telephone No. ▶ (770) 461-0813 FAX No. ▶
- If the organization does not have an office or place of business in the United States, check this box ▶ [ ]
- If this is for a Group Return, enter the organization's four digit Group Exemption Number (GEN) ______. If this is for the whole group, check this box ▶ [ ]. If it is for part of the group, check this box ▶ [ ] and attach a list with the names and EINs of all members the extension will cover.

1 I request an automatic 3-month (6-months for a section 501(c) corporation required to file Form 990-T) extension of time until February 15, 2008, to file the exempt organization return for the organization named above. The extension is for the organization's return for:

▶ [ ] calendar year ______ or

▶ [X] tax year beginning JUL 1, 2006, and ending JUN 30, 2007.

2 If this tax year is for less than 12 months, check reason: [ ] Initial return [ ] Final return [ ] Change in accounting period

3a	If this application is for Form 990-BL, 990-PF, 990-T, 4720, or 6069, enter the tentative tax, less any nonrefundable credits. See instructions.	3a	$
b	If this application is for Form 990-PF or 990-T, enter any refundable credits and estimated tax payments made. Include any prior year overpayment allowed as a credit.	3b	$
c	**Balance Due.** Subtract line 3b from line 3a. Include your payment with this form, or, if required, deposit with FTD coupon or, if required, by using EFTPS (Electronic Federal Tax Payment System). See instructions.	3c	$ N/A

Caution. If you are going to make an electronic fund withdrawal with this Form 8868, see Form 8453-EO and Form 8879-EO for payment instructions.

LHA **For Privacy Act and Paperwork Reduction Act Notice, see instructions.** Form **8868** (Rev. 4-2007)

623831
05-01-07

16130404 795402 2180.01 2006.08010 Fayette Senior Services, In 2180_011

- If you are filing for an **Additional (not automatic) 3-Month Extension, complete only Part II** and check this box ▶ [X]

Note. Only complete Part II if you have already been granted an automatic 3-month extension on a previously filed Form 8868.

- If you are filing for an **Automatic 3-Month Extension, complete only Part I** (on page 1).

Part II **Additional (not automatic) 3-Month Extension of Time.** You must file original and one copy.

Type or print

File by the extended due date for filing the return. See instructions.

Name of Exempt Organization	Employer identification number
Fayette Senior Services, Inc.	58-1364158
Number, street, and room or suite no. If a P.O. box, see instructions.	For IRS use only
390 Lee Street	
City, town or post office, state, and ZIP code. For a foreign address, see instructions.	
Fayetteville, GA 30214	

Check type of return to be filed (File a separate application for each return):

[X] Form 990 [ ] Form 990-EZ [ ] Form 990-T (sec. 401(a) or 408(a) trust) [ ] Form 1041-A [ ] Form 5227 [ ] Form 8870
[ ] Form 990-BL [ ] Form 990-PF [ ] Form 990-T (trust other than above) [ ] Form 4720 [ ] Form 6069

STOP! Do not complete Part II if you were not already granted an automatic 3-month extension on a previously filed Form 8868.

- The books are in the care of ▶ Andy Carden
  Telephone No. ▶ (770) 461-0813 FAX No. ▶
- If the organization does not have an office or place of business in the United States, check this box ▶ [ ]
- If this is for a Group Return, enter the organization's four digit Group Exemption Number (GEN) ______. If this is for the whole group, check this box ▶ [ ]. If it is for part of the group, check this box ▶ [ ] and attach a list with the names and EINs of all members the extension is for.

4 I request an additional 3-month extension of time until May 15, 2008.

5 For calendar year ______, or other tax year beginning JUL 1, 2006, and ending JUN 30, 2007.

6 If this tax year is for less than 12 months, check reason: [ ] Initial return [ ] Final return [ ] Change in accounting period

7 State in detail why you need the extension
Additional time is required to accumulate the information necessary to prepare and file a complete and accurate return.

8a	If this application is for Form 990-BL, 990-PF, 990-T, 4720, or 6069, enter the tentative tax, less any nonrefundable credits. See instructions.	8a	$
b	If this application is for Form 990-PF, 990-T, 4720, or 6069, enter any refundable credits and estimated tax payments made. Include any prior year overpayment allowed as a credit and any amount paid previously with Form 8868.	8b	$
c	**Balance Due.** Subtract line 8b from line 8a. Include your payment with this form, or, if required, deposit with FTD coupon or, if required, by using EFTPS (Electronic Federal Tax Payment System). See instructions.	8c	$ N/A

Signature and Verification

Under penalties of perjury, I declare that I have examined this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete, and that I am authorized to prepare this form.

Signature ▶ E Wayne Williams Jr Title ▶ CPA Date ▶ 2/7/08

Notice to Applicant. (To Be Completed by the IRS)

[ ] We **have** approved this application. Please attach this form to the organization's return.

[ ] We **have not** approved this application. However, we have granted a 10-day grace period from the later of the date shown below or the due date of the organization's return (including any prior extensions). This grace period is considered to be a valid extension of time for elections otherwise required to be made on a timely return. Please attach this form to the organization's return.

[ ] We **have not** approved this application. After considering the reasons stated in item 7, we cannot grant your request for an extension of time to file. We are not granting a 10-day grace period.

[ ] We **cannot consider** this application because it was filed after the extended due date of the return for which an extension was requested.

[ ] Other ______

Director ______ By: ______ Date ______

Alternate Mailing Address. Enter the address if you want the copy of this application for an additional 3-month extension returned to an address different than the one entered above.

Type or print

Name	E. Wayne Williams, Jr. - BKR Metcalf Davis, CPAs
Number and street (include suite, room, or apt. no.) or a P.O. box number	3340 Peachtree Road, NE - Tower Place, Suite 2600
City or town, province or state, and country (including postal or ZIP code)	Atlanta, GA 30326-1089

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