City Council of Peachtree City
Agenda
March 18, 2010
7:00 p.m.

I. **Call to Order**

II. **Pledge of Allegiance**

III. **Announcements, Awards, Special Recognition**
Proclamation for Confederate History and Heritage Month

IV. **Citizen Comment**
Any member of the public attending the meeting may comment on any issue or item that is not included on the agenda. The time limit is two (2) minutes.

V. **Agenda Changes**

VI. **Minutes**
February 18, 2010, Executive Session Minutes
March 4, 2010, Regular Meeting Minutes

VII. **Consent Agenda**
1. **Consider Alcohol License – NEW – Java Tropico Café & Grill**
Request for Council to approve a new alcohol license for Java Tropico, a new business that will be located in the Shoppes at the Village Piazza on SR 54 West
2. **Consider Approval of the First Supplemental Bond Ordinance to the Master Bond Ordinance for the Peachtree City Storm Water Revenue Bonds, Series 2007**
Request to designate SunTrust Bank, Atlanta, Georgia as the successor Depository of the Revenue Fund, the Renewal and Extension Fund, and the Rebate Fund. Late last fall, Council named SunTrust Bank as the primary banking institution for the City. This supplemental ordinance is housekeeping in nature and allows these particular funds to be transferred from Wachovia Bank to SunTrust Bank.
3. **Consider Acceptance of GEMA FY 2009 Homeland Security Grant**
Request to accept $15,000 grant from Georgia Emergency Management Agency to purchase of equipment replacement and maintenance of current specialized inventory for hazardous materials (hazmat) response team.

VIII. **Old Agenda Items**

IX. **New Agenda Items**
03-10-07 Consider Agreement with SAFEbuilt to Outsource Building Department Plan Review and Inspection Services
Due to the decline in permit applications and associated revenue, as well as the pending retirement of the Building Official, staff is recommending that Council outsource the functions of the Building Department. There would be no staff reductions as a part of this proposal.
03-10-08 Consider Amendments to Code of Ordinances – Chapter 78 Traffic
The amendment would establish parameters for all-weather surface parking areas on private property.
03-10-09 Consider Bid for Restoration of Shoulder on Wisdom Road
Wisdom Road shoulder restoration (bid opening 3/16 – docs will follow next week)
03-10-09 Consider Increase in Fundraising Amount for the 50th Anniversary Historic Sculpture Project
With $21,000 of the $25,000 raised for the Joel Cowan and Floy Farr busts by sculptor Andy Davis, the committee requests that the fundraising cap be raised from $25,000 to $60,000 to allow for a second phase to create a timeline of Peachtree City's history.

X. **Council/Staff Topics**
Hot Topics Update

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
EXECUTIVE SESSION
Minutes of Meeting
February 18, 2010

Mayor Don Haddix called the executive session to order immediately following the regular meeting on Thursday, February 18, 2010. Council Members present were: Vanessa Fleisch, Eric Imker, Kim Learnard, and Doug Sturbaum. City Manager Bernard McMullen and City Attorney Ted Meeker were also present.

Meeker said the City was working on the easements for the cart paths for the tunnel at Paschall/SR 74. He indicated the reason for the executive session was to review stipulations of the Frank Cawood & Associates (FC&A) property. He further stated that outside of the FC&A property, there were only two additional property owners that the City was negotiating with.

Meeker said that the property owner indicated that they wanted a decorative fence along the path on their property and wanted to landscape the area inside of the easement area. Meeker told Council that staff had already planned to install a fence so there was no additional negotiation required to respond to the property owner. Meeker said that the property owner had accepted the value appraisal for the property of $14,912 ($12,420 for the right-of-way. and $2,492 for a temporary easement). The property owner had also requested an indemnity disclosure clause for any accidents / damages that might occur in the future on this property. Meeker indicated that an indemnification would not be necessary because that language would be incorporated into the language of the easement.

Sturbaum moved to reconvene in regular session at 9:11 p.m. Fleisch seconded. The motion carried unanimously.

______________________________ ______________________________
Nicole Vrana, Recording Secretary Don Haddix, Mayor

City Council of Peachtree City
Minutes of Meeting
March 4, 2010
7:00 p.m.

The City Council of Peachtree City met Thursday, March 4, 2010, in the City Hall Council Chambers. Mayor Don Haddix called the meeting to order at 7:00 p.m. Council Members present: Vanessa Fleisch, Erik Imker, Kim Learnard, and Doug Sturbaum.

Announcements Awards, Special Recognition

Mayor Haddix gave the Oath of Office to Reserve Police Officer Pete Waldrop. Commission on Accreditation for Law Enforcement Agencies (CALEA) Commissioner Louis Dekmar presented the Police Department with its reaccreditation certificate, noting that the City's department had also been named as a Flagship Agency for demonstrating success in the accreditation process. Haddix presented a proclamation to ***Fayette Volunteer*** marking the publication's first anniversary. Haddix read the 2010 Census Partner proclamation, noting the City's commitment to partnering with the United States Census Bureau to ensure a full and accurate count in 2010. March 15 – 21 was proclaimed as DeMolay Week.

Citizen Comment

Keep Peachtree City Beautiful (KPTCB) Director Al Yougel addressed Council, noting that 4,555 community service hours had been performed since the program's inception in March 2009. He also showed photos of trash in several areas of the City. The trash included large bags of garbage and car doors.

Agenda Changes

There were no changes to the agenda.

Minutes

Learnard moved to approve the February 18, 2010, regular meeting minutes as written. Sturbaum seconded. The motion carried unanimously.

Monthly Reports

Haddix noted there was an additional document on the dais – the Building Department monthly report. Imker referred to the list of donations made to the City during January, noting that over $8,000 had been donated for various items, including funds for the Police Department and the historical marker.

Consent Agenda

1. **Consider Surplus of Fire Department Air Packs**
2. **Consider Braelinn Concession Expansion**

Fleisch moved to approve the Consent Agenda. Learnard seconded. The motion carried unanimously.

Learnard thanked Sturbaum and the Peachtree City Little League Association (Sturbaum serves as president of the organization) on the funding for the expansion and the hours spent getting the fields in shape. Sturbaum added that the travel baseball teams and the home school league also participated, adding it was a good community effort by all. Haddix also noted the importance of the community's volunteers.

New Agenda Items

03-10-01 Public Hearing – Consider Variance Request to Article IV of the Fire Protection and Prevention Ordinance

Pete Love of Marksmen Construction, Inc., addressed Council, saying that his company wanted to complete the Lexington Village townhome project in the same method of construction as the other 34 units. He continued that his company purchased the development from the Federal Deposit Insurance Agency (FDIC) in April 2009. All 34 of the completed units had been sold; they were currently in closing on the last one. Everyone on staff had been very cooperative. Marksman was very familiar with sprinkler systems and put in them all of their commercial structures. He pointed out that the other units all had two-hour fire walls and smoke detectors in every room. They felt the remainder of the project should be grandfathered along with the units already built. Council had amended the ordinance to require sprinklers in multi-family projects in 2008. They were not opposed to sprinklers, but it would put an undue hardship on the other owners. The final 12 units would not be in any more harm's way than anyone else without the sprinklers. Love said the process had started in October with the Fire Department, eventually making its way to the City Attorney, who said an opinion from Council was needed. His company simply wanted to finish the project in the same fashion as the other 34 units. They hoped to put 12 more taxpayers in the development this year.

Interim Community Development Director/City Planner David Rast gave a brief history of the project, noting that the final site plan had been approved in 2004 for 46 townhome units. The building permit was issued in January 2007 for the majority of the units, but the permit for the last 12 (units 23-34) was not picked up until June 29, 2007, and it expired on December 29, 2007. On November 14, 2007, the former owner asked to extend the building permit until June 29, 2008, and the Building Official approved the request on November 21, 2007. The former developer filed for bankruptcy, the property went into foreclosure, and the lending bank was closed by the FDIC.

Rast continued that, in the mean time, the Fire Department had been working on the ordinance to require sprinklers in multi-family developments and other buildings, and Council adopted the ordinance on March 6, 2008. The applicant purchased 14 partially completed units and the 12 undeveloped lots from the FDIC on April 9, 2009, then completed the partially finished units and sold them. Discussions began on the unconstructed units and whether they fell under the 2008 ordinance or not, and staff felt they did because the building permit had lapsed.

Staff recommended the variance not be approved. The sprinkler ordinance protected the structures and the people living in the homes and adjoining properties. Rast said it was an unfortunate situation, noting that Marksmen had put a lot of effort into revitalizing Lexington Circle. If the variance were granted, it would set a precedent for any future multi-family developments. Rast added that the previous developer had put all the infrastructure in place, including the roads.

Fire Marshal John Dailey gave an overview of the sprinkler ordinance and where it came from, adding that putting the sprinkler systems in residential construction was a relatively new concept, but had become a strong trend nationwide. Sprinklers in residential construction were valuable to the safety of the structure, the occupants, and firefighters. He added that sprinklers were no more expensive than any other amenity. Dailey referred to a fire on February 21 at The Retreat at Kedron apartment complex. There had not been much damage, and the building, which had 28 units, was fully protected with a sprinkler system. The fire could have easily taken out the entire first floor, but a single sprinkler extinguished the fire.

The public hearing opened. No one spoke for or against the variance. The public hearing closed.

Fleisch asked City Attorney Ted Meeker about the term "grandfathered" and whether it could apply to this project. Meeker said there had not been an active permit since 2008. If they had an active permit, then the argument would have had more merit. Meeker clarified the statement from the developer regarding seeking Council's opinion on issue, stating that there was an ordinance on the books that staff could not waive, and the developer would have to seek a variance from Council, rather than an opinion.

Learnard referred to the criteria Council had to consider to when looking at variances (Section 1207 of the City's zoning ordinance), noting that the request did not meet all of the criteria. She had not been able to find a way for the request to meet the six criteria.

Sturbaum agreed with Learnard, recalling a discussion with Fire Chief Ed Eiswerth about what the biggest disaster in the City could be. Eiswerth had answered a widespread fire in a multi-family facility. Sturbaum said he kept that in mind when the sprinkler ordinance had been approved. He could not support the variance. Haddix agreed.

Fleisch moved to deny the variance request for the Village at Lexington Circle. Learnard seconded. The motion carried unanimously.

03-10-02 Public Hearing – Consider Adoption of Transmittal Resolution for 2010 Partial Plan Update

Haddix noted there was an additional document on the dais – the Impact Fee Financial Report for FY 2009.

Rast said the resolution adoption was a housekeeping item. Each year, as part of the Comprehensive Plan effort, the City was required to provide an update to the Atlanta Regional Commission (ARC) and the Department of Community Affairs (DCA) on the progress made on the goals and objectives identified in the Comprehensive Plan. A partial update to the Comprehensive Plan was completed a few years ago, and certain tasks had been identified [Short Term Work Program (STWP)]. Basically, the ARC and DCA wanted to ensure the objectives were not adopted and put on the shelf. Rast assured Council that that had not been done. The Capital Improvement Element (CIE) included projects that funds were spent on, along with the annual financial report required for assessing impact fees. The ARC and DCA reviewed the yearly reports to ensure the City met all the standards established in Georgia planning law and the Impact Fee Act. The ARC and DCA would notify adjoining jurisdictions that the City was in the process, so they could review the information and provide comments. The ARC and DCA would send the comments to the City, then the City would officially adopt the partial plan update, which would become part of the record with goals to work on for the next year.

The public hearing opened. No one spoke either for or against the transmittal resolution. The public hearing closed.

Sturbaum asked Rast if there had been any word from the Legislature regarding changes to the state's impact fee laws. Rast said he was not aware of any changes.

Learnard asked why Council had to approve the transmittal resolution and a public hearing held if it was standard operating procedure. Rast said it was required by the Georgia Planning Act.

Sturbaum moved to approve the adoption of the transmittal resolution for the 2010 partial plan update. Learnard seconded. The motion carried unanimously.

03-10-03 Consider Addendum to Nonexclusive Curbside Sanitation Franchise Agreement – Frequency of Recycling Pickup

Public Information Officer/City Clerk Betsy Tyler addressed Council regarding a proposed addendum to the standard agreement. The City's ordinance required the companies to enter into the franchise agreement. The companies could set their own rates, and both the ordinance and agreement required garbage and recycling pickup to be included in the base rate. While the ordinance did not address the frequency of pickup for recycling, the agreement required weekly recycling pickup (Paragraph 3.1). Paragraphs 3.11 and 3.12 were the proposed additions.

One of the companies had asked the frequency be changed to every two weeks if they drastically increased the size of the container. Tyler noted that Kevin Flynn and Monica Moseley of Republic Services were available to answer any questions. Currently, most of the residents who recycled had an 18-gallon tote they carried to the curb for pick up each week. Republic Services wanted to offer residents a 65-gallon cart for recyclables as part of the company's new partnership with Recycle Bank, a program that provided points redeemable with local merchants to customers each time recycling was collected. The 65-gallon carts were embedded with a computer chip that was read by a device on the truck when recyclables were collected. Points would be given to the customers that could be used at local businesses. Tyler said any changes to the agreement would apply to all the franchisees. Residents who chose not to participate would continue as they were doing currently. She had not heard any comments from any of the other franchisees.

Haddix asked if anyone had an issue changing the frequency of the recycling pickup. Yougel said he was against anything that discouraged recycling. While he understood both sides, there was not a strong market for recyclables currently and the service was only offered because of the ordinances that required it. He did not want residents to be discouraged if they were not offered larger containers.

Tyler clarified that, if a franchisee provided at least a 40-gallon bin, they could opt to go to every other week pick-up. Some residents might not have room for the larger containers, and they would be able to keep the 18-gallon tote and request additional totes to use instead. Language was also included that would let Council look at the program each year to see how it was working.

Beth Pullias said it should be made very clear to all the franchisees that the increased capacity was required to change the frequency of the pick-up.

Sturbaum clarified that garbage pickup would still be once a week, and that the change in frequency for recycling pick-up was only if a larger container were provided. Tyler said the recycling would only go to two weeks if the larger bins were provided.

Fleisch asked how the residents would find out about the changes in the program. Tyler said the franchisee would be responsible for getting the word out to their customers.

Learned clarified the computer chip only identified that a customer recycled that day. She liked that there would be fewer trucks on the City's streets.

Haddix asked if a customer could get an 18-gallon bin along with the larger container. Moseley said they could. Yougel noted that the City also had two recycling drop-off stations.

Sturbaum said he would like to review the program for compliance in six months rather one year. The members were in consensus.

Sturbaum moved to approve the addendum to the nonexclusive curbside sanitation franchise agreement based on the frequency of recycling pickup and to review in six months for compliance and success. Fleisch seconded. Haddix asked if there should be any language added for additional containers. Meeker said that would be difficult to write into the agreement, and it was ultimately a customer service issue. The motion carried unanimously.

03-10-04 Consider Bid for Paschall Path Project

Rast said bids had been solicited for phases one and two of the project. Easements had been obtained from most of the property owners, with only two easements remaining. Phase One was the ramps to the tunnel constructed as part of the SR 74 widening project. Phase One was ready to go. Phase Two was the path along SR 74 to the Post Office. The owners of the medical building tract had agreed to donate the easement to the City. Staff was working with the owner of Menlo Park and the Post Office to get the required easements. There was already an agreement with FC&A for an easement on their property. The bidders had to be pre-qualified by the state's Department of Transportation (DOT). The low bid was from JHC Corporation at $346,000 for both phases.

Rast said, if Council approved the bid, then staff would move forward with the construction of Phase 1 while negotiating the easements for Phase Two. Once the Phase Two easements were acquired, the company would be given the go ahead to start Phase Two. Approximately $94,000 had been spent on design and right-of-way acquisition. Prior to DOT constructing the tunnel, the City had to agree to pay up to $150,000 for its share of the construction. Staff recommended moving forward with the project. He added that DOT had withdrawn its approval for the atgrade crossing at SR 74/Willow Road/Paschall Road, which had been used for many years, now that the road widening was completed. The tunnel provided an important connection on the path system from the residential area on the east side of SR 74 to the commercial and industrial area on the west side of SR 74.

Sturbaum asked if the City had used JHC for any other projects. City Manager Bernard McMullen said he knew JHC had been used, he just was not sure if it was in the City or in Fulton County. He pointed out that JHC was DOT qualified, which was a requirement from DOT for the work. Sturbaum noted that JHC had a higher bid for Phase 2 than the other companies. He asked if the phases could be broken out and bid separately. McMullen said the lump sum bid was $22,000 less than the next closest bid. It appeared they were not double charging for their mobilization and similar costs. If there were two separate contracts, the City would have the first contractor build Phase One, then re-bid for Phase Two. Sturbaum agreed that could drive up the cost.

Learnard asked what would happen if there was surplus of money, noting that $738,310 had been set aside in Special Local Option Sales Tax (SPLOST) fund for Phase One and $229,528 had been set aside in the Public Improvement Program (PIP) for Phase Two. McMullen said there were other costs for design and the $150,000 to be reimbursed to DOT. Learnard clarified that money left from Phase One funds would go to other SPLOST projects, and the Phase Two funds would be returned to the General Fund. McMullen said yes, adding that the SPLOST list would be discussed at Council Retreat.

Sturbaum moved to approve the bid for the Paschall Path project from JHC Corporation not to exceed $346,000 for Phase One and Phase Two. Learnard seconded. The motion carried unanimously.

03-10-05 Consider Bid for City Hall Parking Lot Repaving
Interim Public Services Director Scott Hicks asked Council to approve the bid from On-Site Paving, Inc., for $145,002.05 for the City Hall parking lot repaving. Hicks added that the areas to be repaved included City Hall, the Library, and Drake Field. Most of the parking lots were over 20 years old and were alligating badly. Hicks said they were not sure how old the Drake Field lot was. The longer the City waited, the more the repaving would cost due to the work involved. The estimate had been $229,000, so there would be a considerable savings. The funding would come out of the 2009 Bricks & Mortar loan.

Haddix asked if striping and marking was included in the cost. Hicks said it was part of the bid. Fleisch referred to a question from a resident regarding handicapped van parking. Hicks said staff could control that issue when the marking started. The bid specifications included blue striping for the handicapped spaces.

Imker said he supported the project but asked why one bid was $100,000 more. McMullen added that usually when a bid was really high the preparers were just throwing a bid in to see if they got lucky, they also might not be too interested in it. Sturbaum added that, for some governments, it was required to participate or be disqualified from the next bid. Learnard asked if the City had used the bidder previously. Hicks said the recommended company received the bid for the frontage road at the Police Department.

Learned moved to approve the bid for the City Hall parking lot repaving from On-Site Paving for $145,002.05. Fleisch seconded. The motion carried unanimously.

03-10-06 Consider Local Assistance Road Program (LARP) Contract

Hicks said the City sent a list of roads to the state for approval, and the state returned two roads – a 0.96 mile portion of Dividend Drive (TDK Boulevard to SR 74) and a 0.39 mile portion of Kelly Green (Dividend Drive to Terrane Ridge) for a total of 1.350 miles. The estimated cost of the paving projects was $195,700. The state should reimburse the City approximately $59,327 for the two roads, with the City responsible for $136,373 from the FY 2011 budget. Hicks noted that the funds would probably come from the reallocation of SPLOST funds. He asked Council to authorize the Mayor to sign the contract.

Sturbaum pointed out that the roads were well-used and important to the commercial and industrial areas of the City.

Fleisch asked if Dividend Drive was one of the roads wide enough to be striped for bicyclists. McMullen said Dividend Drive was wide enough, and other sections of Dividend would be discussed during Retreat. He needed to verify if SPLOST funds could be used to do the striping.

Learnard moved to accept the LARP contract in the amount of $59,327. McMullen said the cost would come later since it was the cost of the materials that the state would reimburse, so the motion should authorize the Mayor to sign the contract. Learnard rescinded her motion.

Learnard moved to authorize the Mayor to sign the LARP contract. Fleisch seconded. The motion carried unanimously.

<u>Council/Staff Topics</u>

Hot Topics

McMullen reported that the City had not received any applications for cell towers. He continued that Rast was reviewing the City's ordinance. The Planning Commission would hold a workshop on March 8, with tentative plans for a joint workshop on April 6. In addition, Rast was putting together information on the general areas where additional coverage was needed. The Flat Creek bridge elevated approaches were almost finished. Public Works hoped to pave them the next week depending on the weather. All of the base was down for the approaches to the SR 54 West/CSX bridge. Depending on the weather, they hoped to pave them the next week. Imker asked to add the estimated completion date for the Paschall tunnel approaches to the list at the next meeting, as well as the Police Department frontage road. McMullen said the contractor planned to start on the frontage road either the next day or March 8, and it was not expected to take more than a week to finish.

Sturbaum moved to convene in executive session for the acquisition of real estate and personnel at 8:35 p.m. Learnard seconded. The motion carried unanimously.

Sturbaum moved to re-convene in regular session at 9:26 p.m. Learnard seconded. The motion carried unanimously.

There being no further business to discuss, Sturbaum moved to adjourn. Learnard seconded the motion. The motion carried unanimously. The meeting adjourned at 9:27 p.m.

Pamela Dufresne, Deputy City Clerk

Don Haddix, Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council**

VIA: **City Manager**

FROM: **Deputy City Clerk**

DATE: **March 3, 2010**

SUBJECT: **Alcohol License – NEW – Java Tropico**
March 18, 2010, Council Consent Agenda

Recommendation:
Staff recommends Council consider the attached application for a new alcohol license.

Discussion:
Java Tropico, a restaurant located at 2804 Highway 54 West, has submitted a request for a new alcohol license. Mr. Louis Yi has requested he be appointed as the Licensee and as the License Representative. He will attend the meeting on Thursday, March 18, 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 distilled spirits, which is $5,000.

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: JavaTropico Café & Grill	Business Location: 2804 Hwy 54 W. Ptree	
Nature of Business: Restaurant	Mailing Address: P.O. Box 72717 Newnan GA 30271	Business Phone Number:
Name of Licensee: Louis Yi	Home Address: 115 Winkles Rd Sharpsburg	~~Home~~ Phone Number: Cell (678)-849-0700
Name of License Representative: Same as above	Home Address:	Home Phone Number:

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:
FutureGate Company	2804 Hwy 54W. PTree	
Louis Yi	115 Winkles Rd Sharpsburg	(678)-849-0700

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, H.C. "Skip" Clark II, Chief of Police for the City of Peachtree City, do hereby certify that:

Louis Yi

115 Winkles Rd.
Sharpsburg, GA 302774

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.

H.C. Clark

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

3/3/10
Date

Claudia Stapleton
Witness

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 PS
Janet I. Camburn, Assistant Finance Director JC

DATE: March 10, 2010

SUBJECT: First Supplemental Bond Ordinance to Master Bond Ordinance for the Peachtree City Stormwater Revenue Bonds, Series 2007

March 18, 2010 City Council Consent Agenda

Recommendation:

It is Staff's recommendation that City Council approve the attached First Supplemental Bond Ordinance to the Master Bond Ordinance for the Peachtree City Storm Water Revenue Bonds, Series 2007 that designates SunTrust Bank, Atlanta, Georgia as the successor Depository of the Revenue Fund, the Renewal and Extension Fund, and the Rebate Fund and authorize the Mayor to sign the document.

Discussion:

On October 15, 2009, the City Council awarded a contract to SunTrust Bank for comprehensive banking services for the City of Peachtree City. In the process of moving banking accounts from Wachovia Bank to SunTrust Bank, it was determined that a change was necessary to the Master Ordinance for the Peachtree City Stormwater Revenue Bonds, Series 2007 in order to ensure that the City was in compliance with the ordinance. The ordinance adopted in 2007 specifically names Wachovia Bank as the depository of the Revenue Fund, the Renewal and Extension Fund, and the Rebate Fund. In order for the City to process payroll and vendor payments in the Stormwater Utility Fund efficiently, it is necessary that these bank accounts be moved to SunTrust Bank.

City Bond Counsel, Kenneth B. Pollock of the firm of McKenna Long & Aldridge LLP has prepared this Supplemental Bond Ordinance that has also been reviewed by City Attorney Meeker Ted Meeker.

Budget Impact:

There is no budget impact associated with the adoption of this Supplemental Ordinance.

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

Thank you for your attention to this matter.

Attachment

FIRST SUPPLEMENTAL BOND ORDINANCE

A FIRST SUPPLEMENTAL BOND ORDINANCE TO RATIFY, REAFFIRM, SUPPLEMENT, AND AMEND THAT CERTAIN MASTER BOND ORDINANCE ADOPTED ON APRIL 19, 2007; TO PROVIDE FOR THE APPOINTMENT OF SUNTRUST BANK AS SUCCESSOR DEPOSITORY OF CERTAIN OF THE FUNDS ESTABLISHED UNDER THE MASTER BOND ORDINANCE; AND FOR OTHER RELATED PURPOSES.

WHEREAS, pursuant to a Master Bond Ordinance adopted by Peachtree City (the "City") on April 19, 2007 (the "Original Ordinance"), the City issued its revenue bond designated "Peachtree City Storm Water Revenue Bond, Series 2007" (the "Bond"), dated May 10, 2007, in the original principal amount of $3,745,000 and having a final stated maturity of January 1, 2027, which was purchased and is owned by RBC Centura Bank (the "Purchaser") pursuant to the terms of a Bond Purchase Agreement, dated May 10, 2007, between the City and the Purchaser; and

WHEREAS, certain capitalized terms used in this First Supplemental Bond Ordinance (this "Supplemental Ordinance") shall have the meaning given to them in the Original Ordinance; and

WHEREAS, Section 10.1 of the Original Ordinance provides that the City, from time to time and at any time, subject to the conditions and restrictions in the Bond Ordinance, may adopt one or more Supplemental Ordinances, which thereafter shall form a part of the Bond Ordinance, for the purpose, among others, of evidencing the appointment of successors to any Depositories; and

WHEREAS, Section 10.1 of the Original Ordinance further provides that any Supplemental Ordinance authorized by the provisions of Section 10.1 of the Original Ordinance may be adopted by the City without the consent of or notice to the owners of any of the Bonds at the time Outstanding, notwithstanding any of the provisions of Section 10.2 of the Original Ordinance; and

WHEREAS, the City now wishes to designate SunTrust Bank as the successor Depository of the Revenue Fund, the Renewal and Extension Fund, and the Rebate Fund established under the Original Ordinance;

NOW, THEREFORE, BE IT ORDAINED by the Council of Peachtree City, and it is hereby ordained, as follows:

1. SunTrust Bank, Atlanta, Georgia, is hereby designated Depository of the Revenue Fund, the Renewal and Extension Fund, and the Rebate Fund, as successor to Wachovia Bank, National Association, Atlanta, Georgia. All references in the Original Ordinance to "Wachovia Bank, National Association" shall deemed to refer to "SunTrust Bank."

2. This Supplemental Ordinance shall be placed on file at the office of the City and made available for public inspection by any interested party immediately following the passage and approval of this Supplemental Ordinance.

3. The City hereby confirms the existence and applicability of the Original Ordinance and ratifies, restates, and reaffirms its representations, warranties, covenants, and agreements and all of the applicable terms, conditions, and provisions as set forth in the Original Ordinance and as supplemented and amended by this Supplemental Ordinance. Except where otherwise expressly indicated in this Supplemental Ordinance, the provisions of the Original Ordinance are to be read as part of this Supplemental Ordinance as though copied verbatim herein, and provisions of this Supplemental Ordinance shall be read as additions to, and not as substitutes for or modifications of (except as otherwise specifically provided herein), the provisions of the Original Ordinance. Except as expressly amended, modified, or supplemented by this Supplemental Ordinance, all of the terms, conditions, and provisions of the Original Ordinance shall remain in full force and effect. In executing and delivering this Supplemental Ordinance, the City shall be entitled to all powers, privileges, and immunities afforded to the City and shall be subject to all the duties, responsibilities, and obligations of the City under the Original Ordinance.

4. This Supplemental Ordinance shall be immediately authenticated by the signature of the City Clerk or Deputy City Clerk and shall be recorded in the book kept by the City for the recording of Ordinances.

5. This Supplemental Ordinance shall become effective immediately, and if any section, paragraph, clause, or provision hereof shall for any reason be held invalid or unenforceable, the invalidity or unenforceability thereof shall not affect any of the remaining provisions hereof.

PASSED, ADOPTED, SIGNED, APPROVED, and EFFECTIVE this 18th day of March 2010.

PEACHTREE CITY

By:______________________________
Mayor

(SEAL)

Attest:

____
City Clerk

CITY CLERK'S CERTIFICATE

GEORGIA, FAYETTE COUNTY

I, **BETSY TYLER,** City Clerk of Peachtree City, **DO HEREBY CERTIFY** that the foregoing pages constitute a true and correct copy of the First Supplemental Bond Ordinance adopted by the Council of Peachtree City at an open public meeting duly called and lawfully assembled at 7:00 p.m., on the 18th day of March 2010, pertaining to the revenue bond designated "Peachtree City Storm Water Revenue Bond, Series 2007," the original of such First Supplemental Bond Ordinance being duly recorded in the Minute Book of the City, which Minute Book is in my custody and control.

I do hereby further certify that the following members of the Council of Peachtree City were present at such meeting:

Don Haddix
Vanessa Fleisch
Eric Imker
Kim Learnard
Doug Sturbaum

and that the following members were absent:

____

____

and that such First Supplemental Bond Ordinance was duly adopted by a vote of:

Aye ____ Nay ____.

WITNESS my hand and the official seal of the City of Canton, this the 18th day of March 2010.

____
City Clerk, Peachtree City

(SEAL)

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Peachtree City Council**

VIA: **Bernie McMullen, City Manager** Bernie McMullen
Paul Salvatore, Financial Services Director P.S.
Edwin Eiswerth, Fire Chief

FROM: **Peki Prince, Assistant Chief – Training & Special Operations**

DATE: **March 3, 2010**

SUBJECT: **Consider Acceptance of GEMA FY2009 Homeland Security Grant**

Recommendation:

That the Mayor and Council authorize the acceptance of the FY 2009 Homeland Security Grant in the amount of $15,000.00.

Discussion:

Peachtree City has been offered the opportunity to receive a grant from the Georgia Emergency Management Agency in the amount of $15,000.00 from fiscal year 2009 Office of Domestic Preparedness, Homeland Security Grant funds for the purchase of equipment replacement and maintenance of current specialized inventory for the hazardous materials response team. Purchase of these items through this grant will benefit the response capability of the Multi-jurisdictional Hazardous Material Response Team, to which our Department is one of three partners with Fayette County Emergency Services and Fayetteville Fire Department.

Under the terms of this grant, Peachtree City will purchase these items for the benefit of the multi-jurisdictional team directly prior to July 31, 2010 and seek 100% reimbursement through the grant.

The Fire Department has been assured by Finance Department that these purchases can be made, delivered and paid for prior to the specified deadline to qualify for full reimbursement (100%) under the terms of the grant.

Budget Impact:

There is no anticipated impact on the budget. Any funds expended are expected to be fully reimbursed under the terms of the grant.

GEORGIA EMERGENCY MANAGEMENT AGENCY
GEORGIA OFFICE OF HOMELAND SECURITY

SONNY PERDUE
GOVERNOR

CHARLEY ENGLISH
DIRECTOR

February 15, 2010

RE: FIP #113-59724-03
GAN #2009-SS-T9-0047
Budget Worksheet #2407
Peachtree City Fire Department

Chief Edwin F. Eiswerth
Peachtree City Fire Department
105 Peachtree Parkway North
Peachtree City, Georgia 30269

Dear Chief Eiswerth:

Enclosed is the Grantee-Subgrantee Agreement for funding awarded to your agency by the Georgia Emergency Management Agency (GEMA) from the Department of Homeland Security (DHS) Fiscal Year 2009 Homeland Security Grant Program/State Homeland Security Grant Program. This agreement governs the use of funding provided by DHS to help your agency to build and enhance capabilities to prevent, protect against, respond to, and recover from terrorist attacks, major disasters and other emergencies in accordance with the goals and objectives of the State Strategic Plan.

The amount of this agreement is $15,000.00. You may not exceed in either quantity nor total dollar amount the items expressly approved for you to purchase, as shown on the accompanying detailed budget worksheet(s).

Attached to the Grantee-Subgrantee Agreement are Exhibits A - I. Please review and return signed originals of the Grantee-Subgrantee Agreement, Exhibit C, F, and Exhibit G, to the attention of your grants manager **within 14 days of receipt of this letter**. Keep a copy of each form for your records.

If you require further information as to the grantee package, please contact Michael Parker, Grants Manager, at 404-635-7063. Thank you for your work on behalf of the citizens of Georgia.

Sincerely,

Angi W. Ford
Public Assistance Director

awf/mjp
Enclosures
cc: Joseph O'Connor, Assistant Chief
Peachtree City Fire Department

EMAP Accredited

FISCAL YEAR 2009 HOMELAND SECURITY GRANT PROGRAM
GRANTEE-SUBGRANTEE AGREEMENT
State Homeland Security Grant

The United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD), approved the application and awarded grant funding from the Fiscal Year 2009 Homeland Security Grant Program to the Georgia Emergency Management Agency (GEMA) on behalf of the State of Georgia, in accordance with the Consolidated Security, Disaster Assistance, and Continuing Appropriations Act, 2009, Public Law 110-329. GEMA will maintain overall responsibility and accountability to the federal government for the duration of the program. GEMA, as Grantee, **has awarded the amount of $15,000.00 to Peachtree City Fire Department**, as Subgrantee, in accordance with the **Fiscal Year 2009 Homeland Security Grant Program (HSGP), State Homeland Security Grant.**

Under this Agreement, GEMA will execute the interests and responsibilities of the Grantee. The individual designated to represent the State is **Charley English, Authorized Grantee Official**. The State has designated **Ralph Reichert as the Program Manager** of this program. The Subgrantee's Authorized Official has authority to legally bind the Subgrantee and will execute the interests and responsibilities of the Subgrantee. The Subgrantee's Authorized Official is the person whose name appears on page nine (9) of this agreement and whose signature appears on page nine (9) of this agreement.

Purpose: The Subgrantee agrees to use allocated funds only as approved, to comply with the terms, conditions and guidelines as stated within this agreement, and to request reimbursement only for expenditures made in accordance with the Approved Detailed Budget Worksheet (Exhibit D). Any change to the budget worksheet must be requested in writing by the Subgrantee and must be approved by the Program Manager prior to the execution of that change. After all approved items on the approved budget worksheet have been reimbursed to the Subgrantee, this Subgrantee Agreement shall terminate, and any remaining funds will be thereby forfeited by the Subgrantee and such funds shall be deobligated and reallocated by GEMA. If a detailed Budget Worksheet has not been approved or attached to this agreement, a Budget Worksheet for all funding awarded in this subgrant must be approved by the Program Manager and this agreement must be amended to add the approved Budget Worksheet as Exhibit D before any expenditures may be made by or on behalf of the Subgrantee.

Effective Date: From August 21, 2009 to July 31, 2011

The Subgrantee agrees that all purchases and expenditures authorized under this program must be completed by the effective end date.

Exhibits: Exhibits are attached or attainable via the internet and made a part of this agreement:

Exhibit A	United States Department of Homeland Security (DHS), Preparedness Directorate, Office of Grants and Training (G&T), Office of Grant Operations (OGO) Financial Management Guide (Financial Guide), available on the DHS Web site at: http://www.dhs.gov/xlibrary/assets/Grants_FinancialManagementGuide.pdf
Exhibit B	United States Department of Homeland Security (DHS) Fiscal Year 2009 Homeland Security Grant Program Guidance and Application Kit (DHS Guide), located on the Federal Emergency Management Agency web site at http://www.fema.gov/pdf/government/grant/hsgp/fy09_hsgp_guidance.pdf.
Exhibit C	NIMS Compliance Form
Exhibit D	Approved Detailed Budget Worksheet(s)

Exhibit E	Payment Request Form
Exhibit F	Standard Assurances – Standard Form 424B (Non-Construction) or Standard Form 424 D (Construction), as applicable
Exhibit G	Certification Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements. OJP Form 4061/6.
Exhibit H	Financial Status Report (FSR) Reporting Form.
Exhibit I	Acknowledgment Form of Receipt of Goods or Services Paid for by the State on Behalf of Subgrantee

Reimbursement and Reporting Requirements

1. **Payment Request Forms:** Payments to the Subgrantees will be made only upon presentation of the approved Payment Request Form (Exhibit E). Reimbursements from invoices and applicable canceled checks (or other justifying documentation) will only be made for eligible equipment, materials, expenses and costs upon approval of the Program Manager. Omission of pertinent documentation will constitute justification for non-payment of any amounts submitted on the Payment Request Forms.

2. **State Purchases on behalf of Subgrantee:** GEMA may, with the Written Consent of the Subgrantee, retain and expend grant funding on behalf of the Subgrantee. Before the State will make purchases on behalf of locals the Subgrantee must provide justification, receive approval from GEMA and provide GEMA with the Written Consent for GEMA to expend these funds. If GEMA does agree to retain and expend grant funding on behalf of the Subgrantee, the Subgrantee is required to submit documentation to verify receipt and acceptance of the goods or services on the Acknowledgment Form (Exhibit I) and provide any other documentation or information requested by GEMA. If the Acknowledgement Form is not returned to GEMA in a timely manner, the Subgrantee will be held accountable for payment to the vendor. The Subgrantee will also be accountable for submitting Financial Status Reports (FSR) on a timely basis according to the guidelines in following paragraph.

3 **Financial Status Report (FSR):** The disposition of grant funds, including all obligations and expenditures, must be reported to GEMA on a quarterly basis through the FSR, which is due within 30 days of the end of each calendar quarter (i.e. for the quarter ending March 31, FSR is due no later than April 30). A copy of this form is attached as Exhibit H to this agreement.

4. **Biannual Strategy Implementation Reports (BSIR):** The Subgrantee shall complete and submit any other reports as requested by GEMA and cooperate and assist GEMA in complying with the DHS tracking and reporting requirements. Specifically, without limitation, Subgrantee shall submit information at GEMA's request and direction to assist GEMA in submitting Biannual Strategy Implementation Reports, Categorical Assistance Program Reports and any other necessary reports.

5. **Grant Closeout Report:** Within 60 days after the ending effective date of the subgrant, the Subgrantee shall submit a final FSR and final program report detailing all accomplishments throughout the project. After both of these reports have been reviewed and approved by GEMA, a Closeout Report will be generated indicating the project as being closed and listing any remaining funds that will be deobligated.

Audits, Financial Regulations and Guides

1. **Audits and Monitoring:** The Subgrantee agrees that federal or state officials and auditors or their duly authorized representatives may conduct programmatic, financial and administrative monitoring, audits and examinations. The Subgrantee further agrees that such officials, auditors or representatives shall have access to any books, documents, papers and records of any recipients of this funding and of any persons or entities which perform any activity which is reimbursed to any extent with federal or state funds distributed under the authority of the Consolidated Security, Disaster Assistance, and Continuing Appropriations Act, 2009 and this Agreement.

2. **Laws, Regulations and Program Guidance:** The Subgrantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and audit Requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below:

   A. Administrative Requirements

   1) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
   2) 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

   B. Cost Principles

   1) 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
   2) 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
   3) 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
   4) Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

   C. Audit Requirements

   OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

   Referenced CFR sections can be accessed online at www.ecfr.gpo.access.gov.

3. **OMB Circular A-133:** The Subgrantee agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the Financial Guide (Exhibit A). If the Subgrantee is required under OMB Circular A-133 to conduct a single audit, the Subgrantee shall provide GEMA with written documentation showing that it has complied with the single audit requirements. Such documentation shall be returned to GEMA with this signed Agreement. Subgrantee shall immediately notify GEMA in writing directed to the Grants Manager at any future time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

4. **OGO Financial Management Guide:** The Subgrantee agrees to comply with the financial and administrative requirements set forth in the current edition of the United States Department of Homeland Security, Preparedness Directorate, Office of Grants and Training, Office of Grant Operations, Financial Management Guide (Exhibit A).

5. **Accounting System:** The Subgrantee agrees to maintain an accounting system integrated with adequate internal fiscal and management controls to capture and report grant data with accuracy, providing full accountability for revenues, expenditures, assets, and liabilities. This system shall provide reasonable

assurance that the subgrantee is managing federal and state financial assistance programs in compliance with the current edition of the Financial Guide (Exhibit A) and all applicable laws and regulations.

6. **Retention and Maintenance of Records:** Subgrantee shall comply with the OMB administrative requirements circulars and the current edition of the Financial Guide (Exhibit A) in retaining and maintaining records pertinent to the subgrant award. All such records shall be retained by the subgrantee for at least three years from the date of the final expenditure report by GEMA to DHS to close out the State of Georgia's 2009 HSGP grant. Refer to the Financial Guide (Exhibit A) for exceptions which would require a longer record retention period.

7. **Withholding and Repayment of Funds:** In addition to any other remedies provided by law or the terms of this agreement, if the Subgrantee fails to comply with any of the terms or conditions of this Agreement, including all exhibits hereto, or with any applicable federal or state law or regulation, GEMA may withhold or require repayment of grant funds in connection with which the violation occurred. In addition, GEMA may withhold or require repayment of all or any portion of the financial award which has been or is to be made available to the Subgrantee for other projects under this program, or under this or other agreements.

8. **Payment of Funds to GEMA:** In addition to any other remedies available, the parties agree that GEMA will be entitled to payment from the Subgrantee for any funds paid by the state or for which the state is responsible to pay on behalf of the Subgrantee for which GEMA is unable to receive payment from or will be required to repay the grant funds due to the Subgrantee's failure to cooperate in providing the required documentation showing receipt of the goods or services or other failure on the part of the Subgrantee, including without limitation timely completing and returning to GEMA the Acknowledgment Form attached as Exhibit I.

National Initiatives

1. Subgrantee agrees to comply with all applicable terms and conditions of the Fiscal Year 2009 Homeland Security Grant Program Guidance (Exhibit B), including without limitation meeting the minimum National Incident Management System (NIMS) Fiscal Year 2009 compliance requirements in the NIMS Compliance section of the DHS Guide and the NIMS Integration Center (NIC). State, territory, tribal and local governments are considered to be in full NIMS compliance if they have adopted and/or implemented the FY 2008 compliance activities, as determined by the National Incident Management System Capability Assessment Support Tool (NIMSCAST) or other accepted means. Additional information on achieving compliance is available through the FEMA NIC at http://www.fema.gov/emergency/nims/. In order to assure compliance with NIMS requirements, all terms and conditions of this agreement are predicated and conditional upon the Subgrantee's assurance by completing and signing the NIMS Compliance Form (Exhibit C) and returning the completed and signed form to GEMA along with the signed original Grantee-Subgrantee Agreement. For the next grant period, NIMSCAST will be the required means to report NIMS compliance. For FY 2010 preparedness grant award eligibility, all grant award recipients must have met the requirement to submit their compliance assessment via the NIMSCAST by September 30, 2009.

2. Subgrantee agrees to institutionalize the use of the Incident Command System (ICS) as required by Georgia law and the NIMS minimum compliance requirements.

3. Subgrantee agrees that any exercises conducted with grant funds will be managed and executed in compliance with the Homeland Security Exercise and Evaluation Program (HSEEP). All exercises will be planned, conducted, and evaluated with implementation of improvement in accordance with the guidance in the HSEEP manuals, volumes I through IV, available at http://hseep.dhs.gov.

(a) Any exercises implemented with grant funds must be threat- and performance-based and should evaluate performance of critical tasks required to respond to the exercise scenario.

(b) All funded exercises must be included in the Multiyear Exercise Plan calendar, added to the National Exercise Schedule through the National Exercise Schedule (NEXS) Application, located at https://www.hseep.dhs.gov/ and must be preapproved by the GEMA Terrorism Emergency Response and Preparedness (TERP) Exercise Program Director.

(c) Subgrantee must report to the GEMA TERP Exercise Program Director prior to conducting scheduled exercises and provide the Program Manager with an After Action Report (AAR) and Improvement Plan for each exercise conducted within 45 days following completion of the exercise in accordance with the DHS Guide (Exhibit B).

(d) Exercises conducted using HSGP funding must be NIMS compliant, as defined by the current NIMS compliance matrices. Further information is available on the NIMS Integration Center Web site at www.fema.gov/emergency/nims/.

Special Conditions

The Subgrantee agrees to the following conditions:

1. The Subgrantee agrees to use all grant funding awarded from the FY 2009 Homeland Security Grant Program (HSGP) for costs related to preparedness activities associated with implementing the 2006 State Strategic Plan for Terrorism and All-Hazards Preparedness, including goals and objectives, and any respective Urban Area Security Strategies.

2. The Subgrantee agrees that all allocations and use of funds under this grant will be in accordance with the Fiscal Year 2009 Homeland Security Grant Program (HSGP) Guidance and Application Kit (Exhibit B), and to comply with all DHS requirements and cooperate with GEMA to comply with federal and state requirements related to the grant funding.

3. The Subgrantee understands and agrees that any allocations and use of grant funding must support and may only be used to fund the Investments identified in the Investment Justifications which were submitted as part of the State of Georgia's FY 2009 HSGP application.

4. The Subgrantee agrees to sign and comply with the terms and conditions of GEMA's Statewide Mutual Aid and Assistance Agreement and to render mutual aid for a suspected or real attack or in the case of a weapons of mass destruction event. Subgrantee shall and sign any other Mutual Aid Agreements GEMA or DHS/FEMA shall deem necessary in order to assure the Subgrantee will fulfill its obligations to render mutual aid.

5. Any Subgrantee receiving funding for purposes of explosive ordnance disposal (EOD), agrees to comply with the following:

   (a) Each EOD and EOD K-9 team shall report responses via the Georgia Bureau of Investigation (GBI) Response Reporting automated program. This condition shall take effect as soon as the program, currently under development, is available for use.

   (b) Each local EOD and EOD K-9 team shall contact the GBI by telephone immediately whenever responding outside of its jurisdiction.

6. Subgrantee will continuously maintain up-to-date data for its current resources in the Resource Database which can be accessed on the Web at https://rdb.gema.ga.gov.

7. The Subgrantee agrees that federal funds under this award will be used to supplement, but not supplant, state or local funds for the same purposes.

8. The Subgrantee agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

9. Federal funds provided under this grant program are for 100% reimbursement of all eligible expenditures. Subgrantee will follow procurement standards as stated in the current edition of the Financial Guide (Exhibit A).

10. Subgrantee understands and agrees that compensation for individual consultant services is to be reasonable and consistent with the amount paid for similar services in the marketplace. Time and effort reports for consultant services are required and competitive bidding is encouraged, as explained in the current edition of the Financial Guide (Exhibit A).

11. Subgrantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification of adoption of any law, regulation or policy, at any level of government, without the express prior written approval of GEMA and GPD.

12. No elected or appointed official or employee of the Subgrantee shall be admitted to any share or part of any benefit, directly or indirectly, from this agreement or from the grant award. This provision shall not be construed to extend to any contract made with a corporation for its general benefit.

13. If the Subgrantee violates any of the conditions of this agreement, including any exhibits hereto, or of applicable federal and state law or regulation, in addition to any other recourse available, GEMA shall notify the Subgrantee that additional funds for the grant in connection with which the violation occurred will be withheld until such violation has been corrected to the satisfaction of GEMA. In addition, GEMA may also withhold or require repayment of all or any portion of the financial award which has been or is to be made available to the Subgrantee or retained and expended or obligated on behalf of Subgrantee for other projects under this program, this or other agreements, and applicable federal and state regulations until adequate corrective action is taken.

14. The Subgrantee agrees that all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Program Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."

15. Subgrantee acknowledges that FEMA reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (b) any rights of copyright to which an award recipient or sub-recipient purchases ownership with Federal support. The Subgrantee agrees to consult with FEMA through GEMA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

16. The Subgrantee agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."

17. Subgrantee shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA and/or GEMA to ensure compliance with applicable laws, including: National Environmental Policy Act; National

Historic Preservation Act; Endangered Species Act; Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898); and Grants Program Directorate Information Bulletin No. 271. The grantee shall provide any information requested by FEMA to ensure compliance with applicable Federal EHP requirements. Any project with the potential to impact EHP resources cannot be initiated until FEMA has completed its review. Failure of the Subgrantee to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subgrantee shall not undertake any project having the potential to impact Environmental of Historical Preservation (EHP) resources without the prior approval of FEMA, through GEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater and shall coordinate with GEMA regarding any activities using grant funding that require specific documentation of compliance with federal laws and/or regulations. Subgrantee must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground-disturbing activities may occur during project implementation, the Subgrantee must obtain preapproval from GEMA and ensure monitoring of any ground disturbance. If any ground disturbing activities occur during project implementation, the Subgrantee must ensure monitoring of ground disturbed, and, if any potential archeological resources are discovered, the Subgrantee must immediately cease construction in that area and notify FEMA, through GEMA, and the Georgia Department of Natural Resources, Georgia State Historic Preservation Division. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for funding from FEMA or GEMA. Additional information regarding EHP compliance requirements projects funded by this subgrant can be found in the DHS Guide (Exhibit B), in FEMA's Information Bulletin #271, Environmental Planning and Historic Preservation Requirements for Grants, available at http://ojp.usdoj.gov/odp/docs/info271.pdf. Additional information and resources can also be found at http://www.fema.gov/plan/ehp/ehp-applicant-help.shtm.

18. Subgrantee agrees to cooperate with GEMA in assuring that any training funded through HSGP funding is reported through the training Information Reporting System ("Web-Forms"), as more fully explained in the FY 2009 Homeland Security Grant Program (HSGP) Program Guidance and Application Kit. (Exhibit B).

19. Subgrantee agrees that funds from the FY 2009 HSGP utilized to establish or enhance state and local fusion centers will be used in compliance with the requirements and restrictions in the DHS Guide (Exhibit B) and with the Grant Programs Directorate Information Bulletin No. 281 dated March 5, 2008, and Information Bulletin No. 288 dated April 25, 2008. Specifically without limitation, the Subgrantee receiving funding to be used for costs related to fusion centers agree to comply with the following:

    (a) Use such funds to:

        (i) Support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and the National Strategy for Information Sharing, and achievement of a baseline level of capability as defined by Global's *Baseline Capabilities for State and Major Urban Area Fusion Centers*, a supplement to the Fusion Center Guidelines, located on the Web at http://www.it.ojp.gov/documents/bselinecapabilitiesa.pdf.

        (ii) Support achievement of baseline levels of capability as defined in the fusion capability planning tool

        (iii) Achievement of baseline levels of capability as defined in the fusion capability planning tool

(b) Provide GEMA with certification stating that Subgrantee will assume responsibility for supporting the costs of the hired analysts following the three-year federal funding period.

(c) Provide GEMA with certificates of completion of training for each intelligence analyst hired with grant funding to enable information/intelligence sharing capabilities in accordance with Global's *Minimum Criminal Intelligence Training Standards for Law Enforcement and Other Criminal Justice Agencies in the United States,* as required under the DHS Guide (Exhibit B) and Information Bulletin 288.

20. All Subgrantees leveraging FY 2009 HSGP funds in support of information sharing and intelligence fusion and analysis centers are encouraged to leverage available federal information sharing systems, including Law Enforcement Online (LEO) and the Homeland Security Information Network (HSIN).

21. In accordance with the *Consolidated Security, Disaster Assistance, and Continuing Appropriations Act, 2009* (Public Law 110-329), grant funds must comply with the following two requirements:

    - None of the funds made available shall be used in contravention of the Federal buildings performance and reporting requirements of Executive Order 13123, part 3 of title V of the National Energy Conservation Policy Act (42 USC 8251 et. Seq.), or subtitle A of title I of the Energy Policy Act of 2005 (including the amendments made thereby).

    - None of the funds made available shall be used in contravention of Section 303 of the Energy Policy Act of 1992 (42 USC13212).

22. When implementing DHS FEMA GPD-funded activities, the Subgrantee understands and agrees that it must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended.

23. If using subcontractors or contractors, Subgrantee shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

24. The Subgrantee understands that beginning on July 1, 2007, any public contracts and subcontracts that are funded by the HSGP must comply with the requirements of O.C.G.A. §13-10-90, et seq., and Georgia Department of Labor Rules 300-10-1, et seq., to verify the contractor's or subcontractor's new employees' work eligibility through a federal work authorization program.

Changes to Agreement: There shall be no changes to this Agreement unless mutually agreed upon by all parties to the Agreement.

Termination

This agreement may be terminated for any or all of the following reasons:

1. Cause/Default: This agreement may be terminated for cause, in whole or in part, at any time by the State for failure of the Subgrantee to perform any of the provisions or to comply with any terms and conditions herein. If the State exercises its right to terminate this agreement under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Subgrantee will be required to submit the final invoice not later than 30 days after the effective date of written notice of termination. Upon termination of this agreement, the State shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.

2. Convenience: This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement must give written notice of its intention to do so to the other party at least 30 days prior to the effective date of cancellation or termination.

3. Non-Availability of Funding: Notwithstanding any other provision of this agreement, in the event that either of the sources of funding for reimbursement under this agreement (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist or in the event the sum of all obligations of GEMA incurred under this and all other agreements entered into for this program exceeds the balance of such funding, then this agreement shall immediately terminate without further obligation of GEMA as of that moment. The certification by the Director of GEMA of the occurrence of either of the events stated above shall be conclusive.

AGREED by all parties:

By: Terry Hall
Authorized Grantee

2.15.2010
Signature Date

By: ____________________
Subgrantee's Authorized Official

____
Signature Date

____
Printed or Typed Name of
Subgrantee's Authorized Official

Exhibit C

NIMS Compliance Form

This NIMS Compliance Form MUST be completed by each agency requesting or benefiting from funding.

In federal Fiscal Year 2009, state agencies, tribes, and local governments are considered to be in full NIMS compliance if they have adopted and/or implemented the FY 2008 compliance activities as determined by the National Incident Management System Capability Assessment Support Tool (NIMSCAST). This document describes the actions that jurisdictions must have taken by September 30, 2009 to be compliant with NIMS. Homeland Security Presidential Directive 5 (HSPD-5), Management of Domestic Incidents, requires all federal departments and agencies to adopt and implement the NIMS, and requires state and local jurisdictions to implement the NIMS to receive federal preparedness funding. Please check the box next to each action that your organization has completed. For those actions not completed please provide a one-page summary of the plan to complete these actions and fully implement NIMS. Additional NIMS guidance can be found at: www.fema.gov/nims

- ☐ Community Adoption: Adopt NIMS at the community level for all government departments and/or agencies; as well as promote and encourage NIMS adoption by associations, utilities, non-governmental organizations (NGOs), and private sector incident management and response organizations.
- ☐ Incident Command System (ICS): Manage all emergency incidents and preplanned (recurring/special) events in accordance with ICS organizational structures, doctrine, and procedures, as defined in NIMS. ICS implementation must include the consistent application of Incident Action Planning and Common Communications Plans.
- ☐ Public Information System: Implement processes, procedures, and/or plans to communicate timely, accurate information to the public during an incident through a Joint Information System and Joint Information Center.
- ☐ Preparedness/Planning: Establish the community's NIMS baseline against the FY2005 and FY2006 implementation requirements. (NIMSCAST and/or Implementation Plan)
- ☐ Develop and implement a system to coordinate all federal preparedness funding to implement the NIMS across the community.
- ☐ Revise and update plans and SOPs to incorporate NIMS components, principles and policies, to include planning, training, response, exercises, equipment, evaluation, and corrective actions.
- ☐ Participate in and promote intrastate and interagency mutual aid agreements, to include agreements with the private sector and non-governmental organizations (NGO).
- ☐ Implementation plan exists at agency level that identifies the appropriate personnel to complete the below listed NIMS training requirements.
  - ☐ Complete IS-700 NIMS: An Introduction
  - ☐ Complete IS-800 NRP: An Introduction
  - ☐ Complete ICS 100 and ICS 200 Training
  - ☐ Implement ICS-300 Intermediate ICS
  - ☐ Implement ICS-400 Advanced ICS
- ☐ Incorporate NIMS/ICS into all tribal, local, and regional training and exercises.
- ☐ Participate in an all-hazard exercise program based on NIMS that involves responders from multiple disciplines and multiple jurisdictions.
- ☐ Incorporate corrective actions into preparedness and response plans and procedures.
- ☐ Inventory community response assets to conform to homeland security resource typing standards.
- ☐ To the extent permissible by law, ensure that relevant national standards and guidance to achieve equipment, communication, and data interoperability are incorporated into tribal and local acquisition programs.
- ☐ Apply standardized and consistent terminology, including the establishment of plain English communications standards across public safety sector.

Authorized Signature: ____________________ **Date:** ______________ **Agency:** ____________________

Exhibit D

GEORGIA EMERGENCY MANAGEMENT AGENCY

FY 2009 DHS HSGP, SHSP Grant Program *(SHADED AREAS ARE FOR GEMA USE ONLY)*

Fiscal Year/Part Fiscal Year 2009	**FIPS NO. 113-59724-03**	**SHEET # 2407**	**DATE SUBMITTED**	**APPROVAL DATE**
Federal ID No. 58-1079955	**APPLICANT (Agency/ Department)** Peachtree City Fire Department	**COUNTY Fayette**	**GEMA AREA 7**	**GAN NO. 2009-SS-T9-0047**
ADDRESS 105 Peachtree Parkway, North, Peachtree City, GA 30269		**CONTACT NAME Asst. Chief O'Conor**		**CONTACT PHONE/ALTERNATE NO./E-MAIL: 770-631-2572/770-631-2526/joconor@peachtree-city.org**

Category - Indicate below, must be one of the following: 1. Personal Protective Equipment (PPE), 2. EOD, 3. CBRNE Operational and Search and Rescue (SAR), 4. Information Technology (IT), 5. Cyber Security (CS), 6. Interoperable Communications (Inter. Op), 7. Detection Equipment (DET), 8. Decon (DECON), 9. Medical (MED), 10. Power (POW), 11. CBRNE Reference Materials (REF), 12. CBRNE Response Vehicles (VEH), 13. Terrorism Prevention (TP), 14. Physical Security (PS), 15. Inspection and Screening (IS), 16.Agricultural (Ag), 17. Watercraft (WC), 18. Aviation (AIR), 19. CBRNE Logistical Support (LS), 20. Intervention (INT), 21. Other Authorized (O), 22. Training (TRG),
23. Exercise (EX), 24. Planning (PLG)

Investment Justification = 4 Specify on this line the Investment Justification associated with the project to be funded. One per application.
Choose one: 1. National Incident Management System and National Response Plan, 2. Strengthen Planning Capabilities Through Regional Collaboration , 3. Infrastructure Protection Program (CI/KR), 4. CBRNE Detection, Response and Decontamination, 5. Improvised Explosives Device (IED) Deterrence, Detection and Response, 6. Georgia's Search and Rescue (GSAR) Program, 7. Congregate Shelter Training and Equipping Program, 8. Medical Surge/Mass Prophylaxis, 9. Agro-Terrorism Defense , 10. Law Enforcement Operations and Investigations, 11. Information Sharing, Dissemination and Security, 12. Interoperable Communication, 13. Citizen Preparedness and Volunteer Efforts, 14. Regional Food and Agriculture Criticality Assessment

Strategic Goal No. = For each requested item, list below the number of the specific State Strategic Plan Goal, Objective and Steps the requested item will further, for example 4.1.1-5.

Discipline = Fire **Specify discipline on this line:** Fire, Law Enforcement (LE), EMS, EMA, 911, Other **NOTE: Only ONE discipline per application**

COST ESTIMATE

ITEM NO	CATEGORY	ITEM	STATE GOAL, OBJECTIVE, STEP	QUANTITY	COST EACH	TOTAL COST
001	7	Equipment replacement and/or Maintenance		1	$15,000.00	$ 15,000.00
002						$ -
003						$ -
004						$ -
005						$ -
006						$ -
007						$ -
008						$ -
009						$ -
010						$ -
					TOTAL	**$ 15,000.00**

PREPARED BY: Ronnie Register **TITLE:**

Exhibit E

EXHIBIT E

Date: ______________

Georgia Emergency Management Agency
OJP State Domestic Preparedness Equipment Program
Payment Request Form

Instructions: All requests for payments must be supported by documentation supporting **actual** expenditures. Itemize each expenditure below to the fullest detail possible. Attach documentation that supports this payment request, such as copies of bills of sale, invoices, receipts, and canceled checks evidencing payment. Do not send originals. Attach a continuation sheet if necessary.

*** Please refer to Budget Worksheet for information needed in the following section ***

Budget Worksheet Number:______ GAN Number:________________ FIPs Number:________________

Applicant:________________________________ Area: __________

Item Number From Budget Worksheet	Requested Item to be Reimbursed	Requested Quantity	Requested Cost	Description of Documentation Attached in Support of this Payment Request

(from Continuation sheet attached) **SUBTOTAL**	
TOTAL	
NET AMOUNT REQUESTED	

Under penalty of perjury, I certify that to the best of my knowledge and belief the data above are correct and that all outlays were made in accordance with the grant conditions or other agreements, comply with procurement regulations contained within the Financial Guide, and that payment is due and has not been previously requested. I understand that any part of this payment request that is not supported by cost documents and/or expended within the scope of the approved project will be refunded to the State of Georgia within 30 days of receiving the deobligation notice.

________________________________ ________________ ________________

Signature of Subgrantee's Authorized Representative | Printed Name | Contact Phone Number

Exhibit F

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Approval No.4040-0009
Expiration Date 04/30/2008

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 (0348-0042), 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 assistance 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 project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, 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 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 progressive 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 of 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 pain 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 of 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 confidentiality 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 statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(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 federally-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 (P.L. 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 Completed on submission to Grants.gov	*TITLE
*APPLICANT ORGANIZATION	*DATE SUBMITTED Completed on submission to Grants.gov

OMB Approval No. 4040-0007
Expiration Date 04/30/2008

ASSURANCES - NON-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 cost) 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 award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. 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.

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

5. 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).

6. Will comply with all Federal statutes relating to nondiscrimination. 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 of 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 confidentiality 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.

7. 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 or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with 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.

9. 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.

10. Will comply, if applicable, 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.

11. 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 (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12 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.

13. 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.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. 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.

17. 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."

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

*SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL Completed on submission to Grants.gov	*TITLE
*APPLICANT ORGANIZATION	*DATE SUBMITTED Completed on submission to Grants.gov

Exhibit G

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonpro-curement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) 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 making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them 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; 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 (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not indentified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

Exhibit H

GEORGIA EMERGENCY MANAGEMENT AGENCY

State Homeland Security Program

QUARTERLY FINANCIAL STATUS REPORT (FSR) *

FISCAL YEAR / PART	FIPS NO.	BW #	DATE SUBMITTED	REPORTING PERIOD (EXAMPLE 4/1/05-6/30/05)
	APPLICANT (Agency/ Department)	COUNTY	AREA	GAN NO.
ADDRESS		CONTACT NAME		CONTACT Phone / ALTERNATE NO.

Category - Indicate below, must be one of the following: 1. Personal Protective Equipment (PPE), 2. EOD, 3. CBRNE Search and Rescue (SAR), 4. Information Technology (IT), 5. Cyber Security (CS), 6. Interoperable Communications (Inter. Op), 7. Detection Equipment (DET), 8. Decon (DECON), 9. Medical Supplies (MED), 10. Power Equipment (POW), 11. CBRNE Reference Materials (REF), 12. CBRNE Response Vehicles (VEH), 13. Terrorism Prevention (TP), 14. Physical Security (PS), 15. Inspection and Screening (IS), 16. Agricultural (Ag), 17. Watercraft (WC), 18. Aviation (AIR), 19. CBRNE Logistical Support (LS), 20. Intervention (INT), 21. Other Authorized (O)

			COST ESTIMATE				
ITEM NO	CATEGORY	ITEM DESCRIPTION	QUANTITY	COST EACH	TOTAL COST	AMOUNT OBLIGATED (A)	AMOUNT EXPENDED(B)
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
PREPARED BY:						$ -	

* OBLIGATIONS AND EXPENDITURES MUST BE REPORTED TO GEMA ON A QUARTERLY BASIS THROUGH THE FSR.
PLEASE COMPLETE FORM BY UPDATING INFORMATION IN SECTIONS (A) AND (B) ABOVE.

NOTE: OBLIGATIONS ARE MADE AT THE TIME THAT THE ORDER WAS PLACED. EXPENDITURES ARE MADE WHEN THE INVOICES ARE PAID.

Detailed Budget Sheet

Exhibit I

Fisher Safety
A Fisher Scientific Company

GEMA Order Receipt Acknowledgement

Remit to: GEMA- Georgia Emergency Management Agency
PO Box 18055, Atlanta, GA 30316

Customer Name	Invoice Number Cust Base	Order Number	Date Invoice Created	Part Number	Vendor Description	Vendor Part Number	Part Description	QTY	UOM	Sales $	SAN	PURCHASE ORDER NUMBER	BW Sheet #	ITEM #	Item Received

The subgrantee MUST properly receipt and maintain documentation (i.e. packing slips, purchase orders) for all equipment, supplies, services, etc for all items listed on the approved Budget Worksheet. Receipts or invoices with order and delivery dates are required for all equipment items. **For all items received directly from the vendor and purchased by the state on behalf of your local jurisdiction, this Order Receipt Acknowledgement Form must be completed and submitted to GEMA immediately upon receipt.** If this form is not submitted to our office, funds associated with the purchased equipment will be deobligated from your grant and must be reimbursed to the state.

Order Received Confirmation Signature **Date**

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council Members**

VIA: **City Manager** Bernard McMullen
Financial Services Director PS.
Administrative Services Director hv

FROM: **Interim Community Development Director** David

DATE: **March 10, 2010**

SUBJECT: **Consider Agreement with SAFEbuilt Georgia, Inc. for Building Department services.**
March 18, 2010 City Council Agenda

Recommendation:
That Council authorize the Mayor to enter into an agreement with SAFEbuilt Georgia, Inc. to provide Building Department plan review and inspection services, effective May 1, 2010.

Discussion:
Over the past several years, the Building Department has seen a noticeable decrease in plan submittals for new construction, issuance of building permits and inspection requests:

Fiscal year	Single-family	Multi-family	Miscellaneous	Commercial/ industrial	Total inspections
FY06	129	0	606	181	7,801
FY07	79	145	653	149	6,732
FY08	47	1	535	151	5,179
FY09	26	0	517	111	3,894
FY10 (to date)	10	0	245	33	769

With the decrease in new construction, the associated permit fee revenue has continued to decline.

As of April of 2009, staffing levels within the Building Department were reduced by one Building Inspector, the Plans Examiner and the Staff Assistant. The Building Department currently includes the Building Official, Permits Specialist/ Staff Assistant, Building Inspector and the Housing Code Official.

With the pending retirement of the Building Official on April 30, 2010, and the continued decline in new construction, Staff has been analyzing alternatives to hiring and training a replacement for this position. The intent of this exercise was to maintain the same level of service currently provided to our customers while trying to reduce costs. We were also cognizant of existing employees within the Building Department and recognized a desire to retain their knowledge and experience.

Staff has been in discussions with SAFEbuilt Georgia, which is a nationally recognized company that has been providing building department services to a variety of public agencies since 1992. SAFEbuilt currently provides building department services to the cities of Senoia, Union City, Chattahoochee Hills, Johns Creek, Milton, Norcross and the Town of Tyrone, among others.

It is our recommendation that the City enter into an agreement with SAFEbuilt to provide Building Department services to the City of Peachtree City effective May 1, 2010. These services would include, but not be limited to, the following:

Building Department Services

- ✓ Monitor and enforce State and local building codes including issuing stop work orders, investigating complaints concerning code violations, and addressing any proceedings related to the correction of identified building code deficiencies;
- ✓ Enforce State codes and local amendments with regard to unsafe structures and existing building and energy code compliance;
- ✓ Demonstrate experience and applied knowledge in the aspects of plan review and building and construction inspections related to historic structures;
- ✓ Document areas of non-compliance using written records, electronic communications, photographs or other appropriate means;
- ✓ Interpret codes to provide clarification as needed;
- ✓ Review and recommend local ordinances as they relate to the Model State Code (MCS) as adopted and amended by the State Department of Community Affairs (DCA);
- ✓ Provide training for inspectors on City of Peachtree City ordinances and amendments;
- ✓ Attend council meetings as requested;
- ✓ Offer their services and knowledge of building department functions to address design, format and frequency of reports, forms, letters and correspondence;
- ✓ Provide and complete all agreed-upon forms, reports, letters or other correspondence as are required by the City of Peachtree City to maintain all building department functions;
- ✓ Maintain proper legal records, record retention and document storage; and
- ✓ Participate in the development and implementation of City of Peachtree City goals, objectives, policies and priorities as related to building department services.

Plan Review Services

- ✓ Accept and perform plan review electronically as well as in traditional paper format;
- ✓ Work with the applicant on submittal requirements in order to ensure the process is not held up for minor issues;

- ✓ Examine all commercial and residential projects including drawings, specifications, computations, and additional data;
- ✓ Determine if plans conform to the required strengths, stresses, strains, loads, and stability of adopted building codes, applicable local amendments, and all other pertinent laws and ordinances;
- ✓ Perform the following reviews: building code, accessibility, electrical, mechanical, plumbing, use and occupancy classification, general building heights and areas, construction type, means of egress, accessibility, energy code, and foundation;
- ✓ Provide timely feedback to City of Peachtree City staff in order to keep the plan review process on task and on schedule;
- ✓ Add additional resources as needed to keep reviews on schedule and provide needed expertise on certain aspects of the reviews;
- ✓ Return a set of finalized plans and all supporting documentation; and
- ✓ Review all revisions and be available for consultation after review is completed.

Inspection Services

- ✓ Coordinate all inspection requests;
- ✓ Perform inspections of residential and non-residential buildings to determine that construction activity complies with approved plans and/or applicable codes and ordinances;
- ✓ Perform all inspections as per adopted building codes and local amendments;
- ✓ Provide onsite inspection consultations to citizens and contractors;
- ✓ Observe safety and security procedures and immediately report potentially unsafe conditions;
- ✓ Perform all inspections called in before 4:00 p.m. on the next working day;
- ✓ Identify and document any areas of non-compliance and suggest alternate means when appropriate;
- ✓ Notify appropriate jurisdiction staff when they observe code enforcement violations;
- ✓ Issue stop-work notices for non-conforming building activities; and
- ✓ Leave a copy of the inspection ticket and discuss inspection results with appropriate site personnel.

In addition to these services, SAFEbuilt will provide a reporting and customized software program to include the following:

- ✓ Application data tracking, customizable to match existing forms;
- ✓ Workflow tracking for monitoring a permit's progress through the entire permit life cycle;
- ✓ Owner, contractor, and address databases maintained in order to keep accurate records;
- ✓ Fee assessment and collection capabilities;
- ✓ Separate signoff capability for appropriate departments, both internal and external;
- ✓ Document attachment capability for scanned items pertaining to specific permits;

- ✓ Web-enabled thin-client (no software loaded on PC) accessible from any location with an internet connection;
- ✓ Online inspection scheduling, workflow tracking, plan review status, and inspection status details;
- ✓ Standard reporting as well as custom reports written to our specifications; and
- ✓ Full off-site backup and storage.

These changes would result in a reorganization of the current Building Department for approval at a later date. It is our intention that the Permits Specialist/ Staff Assistant would be the only Building Department employee paid by the City. It is further intended to transition the current Building Inspector into the Development Inspector position effective November 1, 2010, due to the pending retirement of the current Development Inspector effective October 29, 2010. The Housing Code Official position would also be shifted to a new department.

Fees for these contracted services are calculated on a percentage of the building permit fee, trade permit fee and plan review fee. Based on our current fee schedule, SAFEbuilt would assess the City 90% of residential permit fees and 80% of commercial permit fees. The remaining fees would be used to offset costs of the Building Department.

In an effort to track performance measures, SAFEbuilt will provide written reports to the City on a monthly and annual basis tracking the following information:

- Building permits by number, type and valuation;
- Inspections by number of stops, inspections performed, failed inspections and number of Code violations;
- Plan reviews by number, type and turnaround times;
- Fees collected by type; and
- Live plan reviews, meetings with contractors and staff and responses to emergency calls.

<u>Budget Impact</u>:
Based on the current construction activity, there would be a small positive impact on the 2011 budget. The amount of impact will be a function of the value of construction each year.

Attachment

AN AGREEMENT BY AND BETWEEN THE CITY OF PEACHTREE CITY, GEORGIA AND SAFE BUILT GEORGIA, INC. FOR BUILDING DEPARTMENT SERVICES

THIS AGREEMENT FOR BUILDING DEPARTMENT SERVICES (this "Agreement") is made this _____ day of _____________ 2010. The parties to this agreement are the City of Peachtree City, Georgia, a Georgia municipal corporation, hereinafter referred to as the "City" and Safe Built Georgia, Inc., a Georgia corporation, hereinafter referred to as the "Corporation".

WHEREAS, the City wishes to employ the Corporation for any and all plan review and building inspection services; and,

WHEREAS, the Corporation wishes to provide such services; and,

WHEREAS, in order to clearly set forth the responsibilities, powers, and rights of each of the parties, the City and the Corporation enter into this Agreement.

NOW, THEREFORE, in consideration of the recital, promises, covenants herein set forth, and any other good and valuable consideration receipted for, the parties agree as follows:

1. The City authorizes the Corporation to perform all required plan reviews and inspections of buildings and structures within the incorporated boundaries of the City based upon the City's adopted Building Code, Mechanical Code, Plumbing Code, Electrical Code; and any other adopted codes and amendments or applicable State and Federal requirements, and other City-adopted regulations, standards, and requirements related to building construction (collectively, the "**City's Codes**").

2. The services to be provided by the Corporation to the City are listed in "Attachment A – List of Services Provided by SAFEbuilt for City of Peachtree City, Georgia." Services may be added, deleted, or modified from time to time if jointly agreed upon, in writing, by both parties. The parties further agree that the fees listed in "Attachment B – Fee Schedule for Building Department Services Provided by SAFEbuilt" may be modified if jointly agreed upon by both parties, in writing, in the event services provided by the Corporation to the City are added, deleted or modified from those stated in Attachment A at the time this Agreement is signed.

3. The Corporation shall utilize the City's Codes as its governing criteria in all plan reviews and inspections performed by the Corporation. The Corporation shall, from time to time, at the request of the City or as deemed appropriate by the Corporation, make recommendations for improvements, updates, additions, or deletions to the City's Codes to maintain the building standards desired by the City.

4. In consideration of the Corporation providing such services, the City shall pay the Corporation for the services performed on each building permit in accordance with the fee schedule included herein as "Attachment B – Fee Schedule for Building Department Services Provided by "SAFEbuilt." All fees will be billed and submitted by the Corporation to the City on a monthly basis. The City will use its best efforts and diligence in paying all bills and invoices received by the City and, where the bill or invoice is complete and accurate, the City shall pay such bill or invoice within thirty (30) days of receipt by the City. The completeness of the invoice may require additional background and substantiation for any such invoice.

5. Building permit fees shall be in accordance with the City's adopted fee schedule. Project valuation shall be based on the total value of all construction work for which the permit is issued, and shall include but not be limited to: all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems. When the valuation of a project is in dispute, the building official of the city is authorized to establish the valuation of the project based on contract documents or the "Building Valuation Data" table. This table is published every February and August by the International Code Council Building Safety Journal.

6. The Corporation shall investigate complaints of City Code violations upon request by the City Manager or his designee. Following such investigation, the Corporation shall report to the City Manager or his designee, and, when instructed to

do so, shall provide a written summary of such investigation to the City Manager or his designee. All investigations and reporting shall be performed by the Corporation at the hourly rate identified on "Attachment B". The Corporation shall assist the City in pursuing administrative, criminal, and/or civil remedies against any violator of the City's Codes including but not limited to, providing testimony in Court or other legal proceedings by Corporation inspectors in any proceedings regarding the violation.

7. The City shall not be liable for the direct payment of any salaries, wages, payroll taxes, unemployment benefits, or any and all other forms or types of compensation or benefit to any personnel performing inspection services herein for said City. The Corporation acknowledges that neither it nor its employees are covered by the City's Workers' Compensation policy. Accordingly, the Corporation acknowledges and agrees that the Corporation is statutorily required to have in place, make available, and provide Workers' Compensation insurance for all of its employees.

8. <u>Insurance.</u>

8.1 The Corporation agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Corporation pursuant to this Agreement with the City named as additional insured. Such insurance shall be in addition to any other insurance requirements imposed by law.

8.2 At a minimum, the Corporation shall procure and maintain, and shall cause any subcontractor of the Corporation to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

8.3 Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement.

8.4 Commercial general liability insurance with minimum combined single limits of one million dollars ($1,000,000) each occurrence and two million dollars ($2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent Corporations, products, and completed operations. The policy shall contain a severability of interests provision, and shall be endorsed to include the City and the City's officers, employees, and consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

8.5 Professional liability insurance with minimum limits of one million dollars ($1,000,000) each claim and one million dollars ($1,000,000) general aggregate.

9. The Corporation agrees to indemnify and hold harmless the City, its officers and employees from and against all liability, claims and demands on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss, or damage to the extent caused by the negligent act, omission, intentional misconduct or error of Corporation, or any officer, employee, representative or agent of Corporation.

10. To the extent permitted by Georgia law, the City shall indemnify the Corporation for claims against the Corporation arising from the proper enforcement of any of the City's Building Codes, as defined herein, which are determined by a court of competent jurisdiction to be unconstitutional or otherwise invalid and in cases where the professional services provided pursuant to this Agreement are performed in good faith and as generally accepted standards practiced by other providing similar services. Nothing herein contained shall cause the Corporation to be indemnified for its own negligence or intentional misconduct.

11. The Corporation or its employees shall not be deemed to assume any liability for intentional or negligent acts of the City or any of its officers, agents, or employees. To the extent permitted by Georgia law, City agrees to indemnify and hold harmless the Corporation from any and all claims arising from such acts.

12. The Corporation agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to ensure against all liability, claims, demand, and other obligations assumed by Corporation pursuant to Section 10, Indemnification, above. Such coverage's shall be procured and maintained with forms and insurers acceptable to the City and shall further list the City as an additional insured under the terms of such policy or policies, and shall provide an endorsement which requires the written notification by the insurer or company issuing such policy or policies of any intent to cancel or otherwise terminate such policy or policies not less than sixty (60) days prior to the effective date of such termination of cancellation.

13. For the purposes of providing the building department services described herein, the City authorizes the Corporation to administer and enforce the building codes with all rights and privileges established by ordinance or statute for this activity.

14. If City ordinances or codes adopted by the City do not specify when a permit expires, the Corporation will remove from active status (expire) all permits that have been inactive for a period greater than 180 calendar days. Inactive permits are those where work has been suspended, abandoned, or no inspections have been requested; and the permit applicant has not requested an extension during any consecutive 180 calendar day period.

15. Either party to this Agreement may terminate this Agreement upon ninety (90) days written notice to the other party. If such termination does occur, all structures that have had inspections made but are not completed at the time of termination may be completed through final inspection at the agreed fee rate if the City so requests and if the Corporation agrees to do so, provided that the work to reach such completion and finalization does not exceed ninety (90) days following the date of termination. The City shall pay all outstanding fees owed to the Corporation for the work accomplished to the date of termination within thirty (30) days of the termination.

16. The initial term of this Agreement shall be from the date of its approval through and including December 31, 2010; provided, however, that this Agreement shall automatically renew for additional terms of one (1) year each, beginning on January 1 and ending on December 31 of each such succeeding year, unless written notice of a party's intention to not renew this Agreement is provided to the other party not less than sixty (60) days prior to the then-current term. Any request by Corporation to increase or otherwise adjust the fees it charges City under this Agreement shall be submitted, in writing, not less than one hundred twenty (120) days prior to the expiration of the then-current term of this Agreement. Approval or rejection of such fee adjustment shall be provided by City, in writing, not less than seventy-five (75) days prior to the expiration of the then-current term of this Agreement.

17. Pursuant to O.C.G.A. § 13-10-91 and Rule 300-10-1-.02, "Corporation" warrants, represents, acknowledges, and agrees that:

    a) Corporation does not knowingly employ or contract with an illegal alien;

    b) Corporation shall not enter into a contract with a subcontractor that fails to certify to Corporation that the subcontractor shall not knowingly employ or contract with an illegal alien;

    c) Corporation has verified or attempted to verify through participation in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security (the "Basic Pilot Program") that Corporation does not employ any illegal aliens. If Corporation is not accepted into the Basic Pilot Program prior to entering into this Agreement, Corporation shall forthwith apply to participate in the Basic Pilot Program and shall submit to the City written verification of such application within five (5) days of the date of this Agreement. Corporation shall continue to apply to participate in the Basic Pilot Program, and shall verify such application to the City in writing, every three (3) months until Corporation is accepted or this Agreement is completed, whichever occurs first. This subparagraph 3 shall be null and void if the Basic Pilot Program is discontinued;

    d) Corporation shall not use the Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed;

e) If Corporation obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Corporation shall notify such subcontractor and the City with three (3) days that Corporation has actual knowledge that the subcontractor is employing or contracting with an illegal alien, and shall terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subsection the subcontractor does not cease employing or contracting with the illegal alien, except that Corporation shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien;

f) Corporation shall comply with any reasonable request by the Georgia Department of Labor and Employment (the "Department") made in the course of an investigation that the Department undertakes or is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.; and

g) If Corporation violates any provision of this Agreement pertaining to the duties imposed by subsection 8-17.5-102, C.R.S. the City may terminate this Agreement and Corporation shall be liable for actual and consequential damages to the City arising out of said violation.

18. The Corporation shall perform its services with reasonable care, skill and diligence required of other entities providing similar services under similar conditions at the same time.

19. This Agreement shall be construed and enforced in accordance with the provisions of Georgia law and the codes, resolutions and ordinances related to the services covered herein.

20. In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation, before resorting to litigation, or some other dispute resolution procedure.

21. This Agreement constitutes the complete, entire and final agreement of the parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the City, by resolution duly adopted by its governing body, caused this Agreement to be signed by its Mayor and attested by its Clerk. Likewise, the officers of the Corporation have subscribed to this Agreement by affixing their signatures all on the day and year first above written.

City of Peachtree City, Georgia ***By:*** ______________________ **Date:** ____________

Don Haddix, Mayor

Attest: ***By:*** ______________________ **Date:** ____________

Betsy Tyler, City Clerk

SAFEbuilt Georgia, Inc.: ***By:*** ______________________ **Date:** ____________

Mike McCurdie, President

ATTACHMENT A

List of Services Provided by SAFEbuilt for the City of Peachtree City, Georgia

SAFEbuilt Georgia Services Agreement dated _________, 2010

Note: This list of services can be updated and amended as necessary to ensure the City's needs are met and the services provided satisfy the City, property owners, and the building community.

SCOPE OF SERVICES

Building Department Services
As part of our building department services SAFEbuilt will:

- ✓ Monitor and enforce State and local building codes; including issuing stop work orders, investigating complaints concerning code violations, addressing any proceedings related to the correction of identified building code deficiencies
- ✓ Enforce State codes and local amendments with regard to unsafe structures, existing building, and energy code compliance
- ✓ Demonstrate experience and applied knowledge in the aspects of plan review and building and construction inspections related to historic structures
- ✓ Document areas of non-compliance using written records, electronic communications, photographs or other appropriate means
- ✓ Interpret codes to provide clarification as needed
- ✓ Review and recommend local ordinances as they relate to the Model State Code (MCS) as adopted and amended by the State Department of Community Affairs (DCA)
- ✓ Provide training for inspectors on City of Peachtree City ordinances and amendments
- ✓ Attend council meetings as requested
- ✓ Offer our services and knowledge of building department functions to address design, format, and frequency of reports, forms, letters and correspondence
- ✓ Provide and complete all agreed upon forms, reports, letters or other correspondence as are required by the City of Peachtree City to maintain all building department functions
- ✓ Maintain proper legal records, record retention and document storage
- ✓ Participate in the development and implementation of City of Peachtree City goals, objectives, policies and priorities as related to building department services

Plan Review Services
As part of our plan review services, SAFEbuilt will:

- ✓ Accept and perform plan review electronically, as well as in traditional paper format
- ✓ Work with the applicant on submittal requirements in order to ensure the process is not held up for minor issues
- ✓ Examine all commercial and residential projects including drawings, specifications, computations, and additional data
- ✓ Determine if plans conform to the required strengths, stresses, strains, loads, and stability of adopted building codes, applicable local amendments, and all other pertinent laws and ordinances
- ✓ Perform the following reviews: building code, accessibility, electrical, mechanical, plumbing, use and occupancy classification, general building heights and areas, construction type, means of egress, accessibility, energy code, and foundation
- ✓ Provide timely feedback to City of Peachtree City staff in order to keep the plan review process on task and on schedule
- ✓ Add additional resources as needed to keep reviews on schedule and provide needed expertise on certain aspects of the reviews
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Review all revisions and be available for consultation after review is completed

Additional Services
As a part of our additional services SAFEbuilt will:

- ✓ Be available for consultation in the planning process to highlight building code requirements that could affect project

- ✓ Be available for pre-submittal meetings
- ✓ Be available for preliminary reviews of projects with the Fire Marshal
- ✓ Utilize licensed engineers for structural design as necessary and will coordinate reviews for fire protection systems, soils, and structural masonry
- ✓ Provide 24-hour on-call services for emergency calls

Inspection Services

As part of our inspection service SAFEbuilt will:

- ✓ Coordinate all inspection requests
- ✓ Perform inspections of residential and non-residential buildings to determine that construction activity complies with approved plans and/or applicable codes and ordinances
- ✓ Perform all inspections as per adopted building codes and local amendments
- ✓ Provide onsite inspection consultations to citizens and contractors
- ✓ Observe safety and security procedures and immediately report potentially unsafe conditions
- ✓ Perform all inspections called in before 4:00 pm on the next working day
- ✓ Identify and document any areas of non-compliance and suggest alternate means when appropriate
- ✓ Notify appropriate jurisdiction staff when we observe code enforcement violations
- ✓ Issue stop-work notices for non-conforming building activities
- ✓ Leave a copy of the inspection ticket and discuss inspection results with appropriate site personnel

Reporting & Customized Software

SAFEbuilt will offer our services and knowledge of building department functions to address, design, format, and provide customized forms, reports, letters and correspondence. We will provide reports within your designated frequency parameters.

Proprietary Custom Software

Main features of our software include:

- ✓ Application data tracking, customizable to match existing forms
- ✓ Workflow tracking for monitoring a permit's progress through the entire permit life cycle
- ✓ Owner, contractor, and address databases maintained in order to keep accurate records
- ✓ Fee assessment and collection capabilities
- ✓ Separate signoff capability for appropriate departments, both internal and external
- ✓ Document attachment capability for scanned items pertaining to specific permits
- ✓ Web-enabled thin-client (no software loaded on PC) accessible from any location with an internet connection
- ✓ Online inspection scheduling, workflow tracking, plan review status, and inspection status details
- ✓ Standard reporting as well as custom reports written to your specifications
- ✓ Full offsite backup and storage

Key Performance Criteria

We use a number of performance measures to gauge the effectiveness of our systems and the efficiency of our staff. Of these metrics, the most visible to the customer are the following:

Plan Review Turn-Around Times

This is the single-most important metric for measuring the efficiency of the plan review process. We are able to commit to the following not-to-exceed plan review schedule:

Plan Review Type	First Comments	Second Comments
Residential projects	5 working days	not applicable
Multi-family projects	10 working days	5 working days

Small commercial projects (less than $2M in valuation	10 working days	5 working days
Large commercial projects (greater than $2M in valuation)	15 to 20 depending upon project size and complexity	10 or less working days

On-Time Inspections

We are able to measure and track our performance against this metric. We perform all inspections called in by 4:00 pm on the next business day.

Customer Satisfaction

Upon your approval surveys will be employed to determine whether our services are meeting the needs of the homeowners and builders in your jurisdiction.

City of Peachtree City, Georgia ***By:*** ______________________ **Date:** ____________

Don Haddix, Mayor

Attest: ***By:*** ______________________ **Date:** ____________

Betsy Tyler, City Clerk

SAFEbuilt Georgia, Inc.: ***By:*** ______________________ **Date:** ____________

Mike McCurdie, President

ATTACHMENT B

Fee Schedule for Building Department Services Provided by SAFEbuilt

Agreement dated: __________, 2010

Prior Permits:

The following would apply to permits existing prior to changeover of services:

Existing Permit Inspections .... $75/ hr
Existing Plan Review (re-submittals) .... $75/ hr

New Permits:

The following fee schedule would apply to all new applications received after date of agreement:

Non-permitted activity	(by request only)	$75/ hr
Investigative services	(by request only)	$75/ hr
Testimonial services	(by request only)	$75/ hr
After-hour emergency calls	(by request only)	$75/ hr

Based on the Peachtree City fee schedule in effect at the time of this agreement:

Peachtree City Residential Fee Type	SAFEbuilt Fee
Building Permit Fee	90%
Plan Review Fee	90%
Re-submittal	90%
Additional Remodeling	90%
Demolition Permit	90%
Re-Roofing	90%
Garages	90%
Decks and Porches	90%
Fences	90%
Accessory Buildings	90%
Swimming Pools	90%
Swimming Pool Fence	90%
Electrical Trade Permit	90%
Plumbing Trade Permit	90%
HVAC Trade Permit	90%
Fireplaces	90%
Reinspection Fee – 1st	90%
Reinspection Fee – 2nd	90%
Reinspection Fee - subsequent	90%
Peachtree City Commercial Fee Type	**SAFEbuilt Fee**
Building Permit Fee	80%
Plan Review Fee (new & add/reno)	80%
Re-submittal	80%
Additional Remodeling	80%
Re-Roofing	80%
Demolition Permit	80%
Electrical Trade Permit	80%
Plumbing Trade Permit	80%
HVAC Trade Permit	80%

Reinspection Fee – 1st	80%
Reinspection Fee – 2nd	80%
Reinspection Fee – subsequent	80%

City of Peachtree City, Georgia ***By:*** ______________________________ **Date:** ________________
Don Haddix, Mayor

Attest: ***By:*** ______________________________ **Date:** ________________
Betsy Tyler, City Clerk

SAFEbuilt Georgia, Inc.: ***By:*** ______________________________ **Date:** ________________
Mike McCurdie, President

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council Members**

VIA: **City Manager**
City Clerk
City Engineer

FROM: **Interim Community Development Director** David

DATE: **March 10, 2010**

SUBJECT: **Consider amendments to Chapter 78, Traffic of the Peachtree City Code of Ordinances.**
March 18, 2010 City Council Agenda

Recommendation:
That Council adopt the proposed amendments to Section 78-17 Parking Restrictions of the Traffic Ordinance, to clarify all-weather parking surfaces permitted on residential property.

Discussion:
Through the years, the city's Municipal Code Officers have had issues enforcing this particular section of the Traffic Ordinance. Section 78-17(a) states "It shall be unlawful for a residential private property owner or resident to park or permit to be parked automotive vehicles anywhere on private property except on a paved asphalt, cement or other acceptable all-weather surface, to include stone, rock or gravel materials."

The ordinance has proven to be somewhat vague as to what types of materials would be considered as "acceptable all-weather surface" and how large these areas must be in order to accommodate a vehicle or golf cart. Many of these parking areas are installed "after-the-fact" and are used as overflow parking for residents, tenants or visitors.

In an effort to clarify this ordinance, Staff is proposing that we amend Section 78-17(a) to include the following:

> It shall be unlawful for a residential private property owner, resident, tenant or guest to park or permit to be parked automotive vehicles, including golf carts, anywhere on private property except on a paved asphalt, concrete or other acceptable all-weather surface. Said all-weather surface shall measure no less than 9' wide x 18' in length, and shall be constructed of no less than 3" depth stone, rock or gravel installed on a suitable sub-grade. The intent of the all-weather surface shall be to provide an area large enough

for a standard-sized vehicle to park un-obstructed with all four wheels and undercarriage located within the boundaries of the parking surface.

While detailed in its appearance, this amendment is designed to be enforceable and to create uniformity as these additional parking surfaces are constructed. A copy of the proposed ordinance amendment is attached for your review.

Budget Impact:
There are no budget impacts associated with this request.

Attachment

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE TRAFFIC ORDINANCE OF THE CITY OF PEACHTREE CITY, GEORGIA, AS AMENDED SO AS TO PROVIDE FOR PARKING RESTRICTIONS; TO REPEAL EXISTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEACHTREE CITY, and it is hereby ordained by authority of the same: that

Section 1. That Article I, Section 78-17(a), of the Traffic Ordinance of the City of Peachtree City, Georgia, as amended, is hereby further amended as follows:

Sec. 78-17. Parking restrictions.

(a) It shall be unlawful for a residential private property owner, resident, tenant or guest ~~or resident~~ to park or permit to be parked automotive vehicles, including golf carts, anywhere on private property except on a paved asphalt, ~~cement~~ concrete, pervious pavement or other acceptable all-weather surface. Said all-weather surface shall measure no less than 9' wide x 18' in length, and shall be constructed of no less than 3" depth stone, rock or gravel installed on a suitable sub-grade ~~to include stone, rock or gravel materials, pad large enough to ensure that the entire vehicle is contained within the pad. the acceptable area~~. The intent of the all-weather surface shall be to provide an area large enough for a standard-sized vehicles to park un-obstructed with all four wheels and undercarriage located within the boundaries of the parking surface.

Section 2. All ordinances or parts thereof which conflict with the provisions of this ordinance are, to the extent of such conflict and except as hereinafter provided, hereby repealed.

Section 3. Should any provision of this ordinance be declared invalid by a Court of competent jurisdiction, such decision shall not affect the validity of this ordinance as a whole or any provision thereof other than the provisions specifically declared to be invalid. The City Council declares that it would have passed this ordinance and each subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more subsections, sentences, clauses or phrases may be declared invalid.

Section 4. This ordinance shall be in full force and effect upon adoption by the City Council.

This _________ day of _______________ 2010.

____

Don Haddix, Mayor

____

____

____

Attest: _______________________________ _______________________________

City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor and Council Members**
VIA:	**City Manager** **Financial Services Director** F.G. **Assistant Financial Services Director** **Purchasing Agent** **Interim Community Development Director** David
FROM:	**Stormwater Manager**
DATE:	**March 10, 2010**
SUBJECT:	**Wisdom Road Shoulder Repair and Pipe Replacement** ***March 18, 2010 City Council Agenda***

Discussion:

Staff has bid a project to make high priority repairs to Wisdom Road. The bid results will be received March 16, 2010. Results will be evaluated, forwarded to Council, and presented at the March 18, 2010 meeting.

During the past six (6) months, the City has experienced over forty (40) inches of rainfall. As a result of these rain events as well as the age and degradation of an existing storm system under Wisdom Road, the road shoulder as well as an existing stream bank has begun to fail. Should the road shoulder continue to fail, it is likely a portion of Wisdom Road as well as the adjacent cart path would be lost. In an effort to address these issues, staff is soliciting bids to make immediate repairs to the road shoulder and adjoining stream bank.

The proposed project would replace the existing storm pipe under Wisdom Road as well as rehabilitate the stream bank along the south side of Wisdom Road. Due to the unknown stability of the shoulder, staff has treated this project in an expedited manor.

Due to the fact Wisdom Road will have to be closed during the pipe replacement phase of this project;, the construction will begin prior to the week of April 5, 2010 to correspond with the Fayette County School System Spring Break.

Budget:

This project has not been budgeted as part of the Stormwater Bond. As this situation poses a safety issue funds from Stormwater Reserves will be used to cover the cost of the repair.

cc: File

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager**
Administrative Services Director

FROM: **Public Information Officer/City Clerk**
Historical Marker Committee

DATE: **March 12, 2010**

SUBJECT: **Consider increasing fundraising cap for Plaza Historical Marker Project**
March 18, 2010, City Council Meeting

Recommendation:

That Council authorize the committee to continue fundraising efforts to a total of $60,000 to incorporate Phase II of the historical marker project.

Discussion:

In October 2009, the City was approached by sculptor Andy Davis about creating busts of Joel Cowan and Floy Farr in honor of Peachtree City's 50^{th} anniversary. Council accepted the commission and authorized fundraising efforts up to $25,000 to cover the $20,000 sculptures and to fund the pedestals and plaques for displaying them. Council also agreed to display the sculptures on City property.

A committee that includes long-time City Clerk Frances Meaders, Fayette County Historian Carolyn Cary, Dr. Gordon Fleming, and Hollis Harris has been meeting regularly with Andy Davis during the initial part of the project. The group reached out to Jim Strickland of Historical Concepts and planner Jerry Peterson to assist with developing an appropriate way to display the sculptures. The group, along with Mr. Cowan, felt that the project should encompass a wider recognition than just Mr. Cowan and Mr. Farr and incorporate the history to date of the community.

Mr. Peterson has developed a preliminary design (attached) that incorporates a "Founders Corner" at the northwest end of the fountain area. This lies within the footprint of the original City Hall Building, and would include the busts and a low wall with plaques commemorating the "pre-history" of Peachtree City. A timeline would then be placed inside the sidewalk area around the fountain, marking years and decades, with the 2009 marker at the corner closest to City Hall and the 2059 marker at the southeast corner in front of the Library. Along the route, important "firsts," mayoral terms, and other community events and achievements would be noted.

The timeline and markers have been envisioned to be inset into the grass so as not to interfere with mowing, and would be made of materials to withstand time, thereby eliminating any additional maintenance costs.

Preliminary estimates based on the design scheme indicate the second phase (the Founders Corner, wall, plaques, and timeline) could be completed for approximately $35,000, depending on materials. Council's original approval authorized fundraising for $25,000. Fundraising has progressed ahead of schedule, with over $21,000 raised thus far. The committee is requesting that this limit be raised to at least $60,000 to facilitate the second phase of the project.

Budget Impact:

This project would be completely funded by voluntary donations and should have no budget impact.