

City Council of Peachtree City
Agenda
February 3, 2005
7:00 p.m.

- I. Prayer
- II. Pledge of Allegiance
- III. Announcements, Awards, Special Recognition
Remind Attendees to Turn Off Cell Phones
Proclamation for LaCrosse Day
- IV. Minutes
December 2, 2004, Executive Session Minutes
January 20, 2005, Regular Meeting Minutes
- V. Monthly Reports
- VI. Consent Agenda
 - 1. Approve Homeland Security Grant for Police Department
 - 2. Consider Change Order for Library Construction
- VII. Old Agenda Items
10-04-03 Consider Step One Annexation Application from John Wieland
- VIII. New Agenda Items
 - 02-05-01 Discuss Joint Project for Extension of MacDuff Parkway by City, County,
And Developer
 - 02-05-02 Discuss EMS Tax District and Funding of Independent Study
 - 02-05-03 License – NEW – Carrabba's Italian Grill
 - 02-05-04 Consider Contract with A-Dale Communications for Marketing Brochure
 - 02-05-05 Consider Soil Compaction Ordinance
 - 02-05-06 Consider Amendment to QK4 Contract
 - 02-05-07 Consider GDOT Management Agreement for GA 74 North Multi-use Tunnel
(Market Place to Westpark)
 - 02-05-08 Consider Tinsley Mill Sewer Rehabilitation Project
- IX. Council/Staff Topics
- X. Executive Session

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

City Council of Peachtree City
EXECUTIVE SESSION
Minutes of Meeting
December 2, 2004

Mayor Steve Brown called the executive session to order immediately following the regular meeting on Thursday, December 2, 2004. Council Members present were: Stuart Kourajian, Steve Rapson, Judi Rutherford, and Murray Weed. City Manager Bernard McMullen and City Attorney Ted Meeker were also present.

Council discussed a proposed land swap on Huddleston Road. Meeker explained that the City had constructed a cart path on land that did not belong to the City. The land swap had been proposed between the City and the property owners. The property owners had a security deed on the property and the bank had finally released it. Meeker asked Council to authorize the Mayor to sign the agreement for the land swap.

Weed moved to reconvene in regular session. Kourajian seconded. The motion carried unanimously.

Weed moved to authorize the Mayor to sign the agreement for the land swap. Kourajian seconded. The motion carried unanimously.

There being no further business to discuss, Brown moved to adjourn the meeting. Kourajian seconded. The motion carried unanimously. The meeting adjourned at 11:18 p.m.

Jane Miller, City Clerk

Stephen D. Brown, Mayor

Pamela Dufresne, Recording Secretary

City Council of Peachtree City
Minutes of Regular Meeting
January 20, 2005
7:00 p.m.

The City Council of Peachtree City met Thursday, January 20, 2005, in the City Hall Council Chambers. Mayor Brown called the meeting to order at 7:00 p.m. Other Council Members present were: Stuart Kourajian, Steve Rapson, and Judi Rutherford. Murray Weed was ill and unable to attend.

Announcements, Awards, Special Recognition

Mayor Brown proclaimed January as Kiwanis Month. Kathie Cheney was recognized for her advocacy of the indoor smoking ban. The Junior Division Cunningham Packers were recognized as the winners of the Patriot Bowl. The McIntosh High School Varsity Cheerleaders were recognized as the first place winners in the 4-A Invitational.

Minutes

Rutherford moved to approve the January 6, 2005, regular meeting minutes as amended. Rapson seconded. The motion carried unanimously.

Consent Agenda

- 1. Alcohol License – Addition of Distilled Spirits – Blackwells Restaurant
(formerly Saffron Market)**
- 2. Alcohol License – Change in License Representative – Buckhead Colorado
Steakhouse**
- 3. Declaration of Surplus, Engine 85**

Rutherford moved to approve the Consent Agenda Items 1, 2, and 3. Rapson seconded. The motion carried unanimously.

New Agenda Items

01-05-07 Consider Additional ½ day Holiday for Christmas Eve

Rapson said the practice had been to award employees a ½ day off for Christmas Eve and a full day off for Christmas Day. In the past, Council had voted whether to award the entire day on Christmas Eve. Rapson said he wanted to make it policy, so Council would not have to discuss and vote on it every year.

Rutherford moved to approve a full day off on Christmas Eve for staff and change the existing policy. Rapson seconded.

Kourajian asked what would happen if the Christmas holiday fell on Thursday. Administrative Services Director/City Clerk Jane Miller explained that if Christmas fell on Saturday, then the employees were off on Thursday afternoon and Friday. If Christmas fell on a Thursday, then the employees were off on Wednesday afternoon and Thursday and were back at work on Friday.

The motion carried unanimously.

01-05-08 Consider Intent to Finance Resolution for Satellite Auto Shop

Financial Services Director Paul Salvatore told Council this was a housekeeping item. He said they had to scrap the process and start all over again when the auto shop location was changed. They repaid the old loan and were taking out a new loan. The resolution was so the City could make advance payments with the loan proceeds, and then be reimbursed.

Rutherford asked how much interest the City had to pay on the loan that was not used. Salvatore said the payment was \$1, 991.

Rapson moved to approve the revised reimbursement resolution for the purpose of paying the City back for the satellite auto shop. Kourajian seconded. The motion carried 3-1 (Rutherford).

01-05-09 Consider Award of Bid for Roof Repairs at Neely Station

Fire Marshal John Dailey said the purpose of the bid was to re-structure the roof on the administrative side of Neely Station. The roof would be changed from a flat roof to a sloped roof. John Reeves, a local architect, designed the roof and donated his time and effort. The bids were sent out and only one came in. Dailey said the company had done a lot of this type of work, mostly on state-owned buildings, and the references were pleased with the work and the customer service.

Brown asked if this was the lowest bid. Dailey said it was the only bid to come back. He said 10 packages were sent out. The contractors said it was not a big enough job for them to bid on. Rutherford asked if the bid had gone out to roofing firms. Brown noted that there was construction involved since trusses had to be built.

Kourajian asked if this was a good price. City Manager Bernard McMullen said, based on his previous experience, that it was a good price. He said the job was about 3,200 square feet at a cost of \$10 per square foot.

Kourajian asked if there was a warranty on the work. McMullen said there was a 20-year structural warranty.

Rutherford moved to approve the award of the bid for roof repairs at Neely Station and to take the \$8,708 shortfall between the bid and the budgeted amount out of PIP contingency. Rapson seconded. The motion carried unanimously.

Rapson suggested that a letter be sent to John Reeves on behalf of the City to thank him for his work. The Council Members agreed.

Council/Staff Topics

Kourajian asked for an update on several items. He asked if the Airport Authority had approved the changes to the intergovernmental agreement so the Airport Authority could fund the design changes for TDK Boulevard. Brown said he had signed the agreement earlier that week. Developmental Services Director Clyde Stricklin provided an update on what would happen next. The turn around time was 90 days.

Kourajian asked when the City would begin receiving money from the Special Local Option Sales Tax (SPLOST). McMullen said a meeting was scheduled next week to discuss distribution. McMullen said the City should start receiving funds in July. Brown added there was no contractual obligation for the distribution, and that the distribution was arbitrary. Rapson said he was sure the County would do the right thing. Rutherford noted that the County would not receive the first payment until July. McMullen said the tax would start in April and it took a few months for the State to distribute the funds.

Kourajian asked for an update on Three Dollar Café and Carrabba's. Stricklin said plumbing was in and the slab had been poured at the Three Dollar Café. The alcohol license was renewed in January. Stricklin said Carrabba's was doing well. Brown said the people from Carrabba's said they wanted to open in March. McMullen said he had heard they would open in April.

Kourajian asked about the bridge construction on Highway 54. Stricklin said the culverts were in and the State was going to bear the cost of the culverts completely. Stricklin said a letter went out to see if the grant funding the City received for that could be reallocated. Stricklin continued that one side of the road would be completed first, then the other side. The work was on schedule. Rapson said another thank you letter should be sent to the Department of Transportation (DOT). Brown said there had been some run-off issues, but the work had gone well, and DOT was doing a great job.

Kourajian asked if the City had received anything from John Wieland on the proposed annexation. Stricklin said the packet came the day prior to this meeting, and staff had not gone through it yet. Rutherford clarified that the developer was applying to enter Phase One of the annexation process. Stricklin said yes.

Kourajian asked about the appeals process for alcohol servers. Police Chief James Murray said there was a process. He said criminal arrest records were private, and the only appeal was to him. He noted that they had granted one appeal. The person was arrested on two charges on the same date. The charges went through the court system at different times, so Murray counted both charges from the earlier date. The others that had been denied had been charged with offenses ranging from drug dealing to sexual offenses. Kourajian said he understood there should not be any subjective reasoning for the denials. He wanted to ensure an appeals process was documented. Murray said the process was documented in the ordinance. He continued that if there was any question about the charges, the department asked for a report from the arresting agency.

Kourajian said his concern was that everything might not always be cut and dried, but might be in the gray area. At some point, an appeal might be granted. Murray said almost the entire ordinance, even the violations, came from Hapeville, which was the City where Council Member Weed served as the City Attorney. Murray said Hapeville had been challenged on many of the same issues, and that was why they had used Hapeville's ordinance as template. Rutherford clarified that, when the issue came to Council, the portion with the appeals process had not been included with the online agenda packet. Council Members who still used the meeting notebook did have the appeals process page included. Kourajian said he would look it over. Rapson said he did not see any gray area. The appeals process was either pass or fail, depending on the offense. Rapson said the only thing he did not see in the ordinance was which offenses had two-year windows and which had five-year windows. Murray said the two-year offenses were minor in possession of alcohol and minor offenses. The five-year offenses were felony arrests or those on active probation. Murray said some were denied because they did not disclose arrests that fell within the five-year period. Kourajian said he liked the appeals process; he just wanted to understand the parameters.

Rutherford said she had asked about a workshop with the Planning Commission to ensure everyone was thinking along the same lines. McMullen said they were still trying to find a date.

Rutherford moved to reconvene in executive session to discuss pending litigation. Rapson seconded. The motion carried unanimously.

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

There being no further business to discuss, Rutherford moved to adjourn the meeting. Rapson seconded. The motion carried unanimously. The meeting adjourned at 8:30 p.m.

Jane Miller, City Clerk

Stephen D. Brown, Mayor

Pamela Dufresne, Recording Secretary

2005 City Event Calendar

<u>January</u>	<u>February</u>	<u>March</u>
	2/3 – City Council Meeting, 7 pm 2/17 – City Council Meeting, 7 pm	3/3 – City Council Meeting, 7 pm 3/17 – City Council Meeting, 7 pm 3/18 & 19 – City Council Retreat, PTC Tennis Center
<u>April</u>	<u>May</u>	<u>June</u>
4/7 – City Council Meeting, 7 pm 4/16 & 17 – Shakerag Arts & Crafts Festival (rescheduled) 4/21 – City Council Meeting, 7 pm	5/5 – City Council Meeting, 7 pm 5/19 – City Council Meeting, 7 pm 5/30 – Memorial Day, City Offices Closed	6/2 – City Council Meeting, 7 pm 6/16 – City Council Meeting, 7 pm
<u>July</u>	<u>August</u>	<u>September</u>
7/4 – Independence Day, City Offices Closed 7/7 – City Council Meeting, 7 pm 7/21 – City Council Meeting, 7 pm	8/4 – City Council Meeting, 7 pm 8/18 – City Council Meeting, 7 pm	9/1 – City Council Meeting, 7 pm 9/5 – Labor Day, City Offices Closed 9/12-16 – Qualifying for City Election 9/15 – City Council Meeting, 7 pm 9/17 & 18 – Shakerag Arts & Crafts Festival
<u>October</u>	<u>November</u>	<u>December</u>
10/6 – City Council Meeting, 7 pm 10/20 – City Council Meeting, 7 pm	11/3 – City Council Meeting, 7 pm 11/8 – Peachtree City General Election 11/17 – City Council Meeting, 7 pm 11/24 & 25 – Thanksgiving Holiday, City Offices closed 11/29 – Runoff Election (if needed)	12/1 – City Council Meeting, 7 pm 12/15 – City Council Meeting, 7 pm 12/23 & 26 – Christmas Holiday, City Offices closed.

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

Updated 1/25/04

ADMINISTRATIVE SERVICES MONTHLY REPORT

For Month of: December 2004

	<u>November-04</u>	<u>December-04</u>	<u>FY 2005 YTD</u>	<u>FY 2004 YTD</u>
<u>Human Resources</u>				
Workers Compensation Claims Filed	0	1	4	10
City Vehicle / Equipment Accidents	1	2	4	1
Lawsuit Legal Fees	\$10,699.53	\$12,228.60	\$36,916.63	\$10,549.89

Municipal Court

Fines Collected	\$122,195.66	\$120,339.66	\$337,263.48	\$241,262.15
Online Transactions	175	132	447	78
Citations Closed	474	941	2047	1,624
Jail Fund Balance	\$2,025.83	\$4,891.41	\$45,212.17	\$28,627.84

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

Public Information

New Businesses Registered	48	13	88	64
Public Contacts, Questions & Complaints	41	73	176	151

This includes 5 complaints against Comcast Cable Company, 4 complaints against EPI - Environmental Partners, and 2 complaints against Allsouth sanitation company.

**PEACHTREE CITY BUILDING DEPARTMENT
FY 2005**

	Nov-04	Dec-04	Fiscal Y-T-D 2005	Fiscal Y-T-D 2004
DEVELOPMENT PERMITS:	11	7	27	91
BUILDING PERMITS:				
Single Family Residential	4	7	16	91
Multi-Family Residential	0	0	0	0
Misc.-Pools/fences/additions	36	48	139	155
Commercial/Industrial	16	9	37	30
TOTAL INSPECTIONS:	482	508	1,614	2,223
CERTIFICATE OF OCCUPANCY:				
Residential	15	17	55	57
Commercial	6	5	19	12
Multi-Family Residential	0	3*	3*	3
CODE ENFORCEMENT:				
Sign Violations	78	63	292	539
Rehab	15	6	42	33
Notice of Violations	260	201	729	1,079
Citations	1	0	6	13
Stop Work Orders	8	15	28	45
Complaints From Citizens	13	22	56	59
PERMIT FEES COLLECTED:	55,949	22,137	96,637	159,609
POPULATION:	35,563	35,599	35,599	34,961
Based on 2.09 of completed occupancy				

***Fire rebuild in Twigg's Corner, not added to population figure.**

Financial Services Monthly Report (Unaudited)

STATUS OF FUNDS AS OF DECEMBER 31, 2004

Fund	Cash Balance	Total Investment	Total Cash and Investments	YTD Interest
General Fund	\$ 2,335,110	\$ 5,891,356	\$ 8,226,466	\$ 31,450
Library Sales Tax Fund	11,055	-	11,055	-
Dare Fund	2,000	-	2,000	-
Hazmat Fund	3,624	-	3,624	-
Youth Council Fund	940	-	940	-
Fire/EMS Grants	160	-	160	-
Hotel/Motel Tax Fund	49,419	-	49,419	-
Library Construction Fund	-	4,130,582	4,130,582	23,168
Public Improvement Fund	65,862	1,966,113	2,031,975	9,782
Debt Service Fund	190	18,249	18,439	-
Municipal Court Fund	134,453	-	134,453	-
Neighborhood Parks/Rec.	12,902	-	12,902	5
Federal Seizures Police	8,231	-	8,231	3
Police Tuition Account	4,262	-	4,262	3
Athletic Assoc. Funds	17,397	-	17,397	-
Escrow Account	111,120	-	111,120	-
Pension Trust Fund	-	6,884,072	6,884,072	-
Grand Total	\$ 2,756,725	\$ 18,890,372	\$ 21,647,097	\$ 64,411

Collateral Analysis as of December 31, 2004

	Bank	Total Held
Bank of New York	Wachovia	\$ 1,417,104
Bank of New York	Peachtree National	4,446,483
Federal Res Bk of Boston	South Trust	14,611,285

Financial Services Monthly Report (Unaudited)

***As of December 31, 2004
Purchasing Monthly Report***

For Fiscal Year	2005	2004
Purchase Orders / Requisitions Processed	802	836
City Store Requisitions Processed	34	31
Sealed Bids Requested	13	16
Requests for Proposals	7	5
Bids Awarded	10	8
Requests for Proposals Awarded	4	4
Contracts Prepared	5	3
Fixed Assets Purchased	10	11

Information Technology Monthly Report

	Current Month	FY2005 YTD
Work Orders Created	168	391
Work Orders Closed	151	350
Work Orders Open	16	36
Corrective Work Orders	63	177
Project Work Orders	11	17
Technical Support	82	148
Website Visits	26,325	76,268

Financial Services Monthly Report (Unaudited)
As of December 31, 2004
General Governmental Funds Budget Comparison
Revenues - By Major Category

Description	2005 Budget	Actual YTD	Difference	%
General Property Taxes	\$ 8,642,166	\$ 3,490,373	\$ (5,151,793)	40.39%
Franchise Taxes	1,942,633	165,785	(1,776,848)	8.53%
Local Option Sales Tax	6,338,418	1,550,419	(4,787,999)	24.46%
Other Sales & Use Taxes	644,013	150,645	(493,368)	23.39%
Business Taxes	1,825,422	1,684,491	(140,931)	92.28%
Licenses & Permits	909,228	308,626	(600,602)	33.94%
Grants	129,616	-	(129,616)	0.00%
Charges for Services	1,281,187	137,613	(1,143,574)	10.74%
Fines & Forfeitures	975,667	170,287	(805,380)	17.45%
Investment Income	81,134	31,450	(49,684)	38.76%
Surplus Carryover	1,411,398	-	(1,411,398)	0.00%
Other Revenue	38,985	12,889	(26,096)	33.06%
Other Financing Sources	380,436	59,909	(320,527)	15.75%
Total General Fund	\$ 24,600,303	7,762,487	\$ (16,837,816)	31.55%
Hotel/Motel Tax	946,308	254,068	(692,240)	26.85%
Total General & Hotel Funds	\$ 25,546,611	8,016,555	\$ (17,530,056)	31.38%

General Governmental Funds Budget Comparison
Expenditures by Division YTD

Percentage into Budget Year		25.00%			
Division	2005 Budget	Actual YTD	Difference	%	
Administrative	\$ 1,373,422	\$ 319,456	\$ 1,053,966	23.26%	
Developmental	1,630,045	279,517	1,350,528	17.15%	
Finance	758,073	174,822	583,251	23.06%	
Leisure Services	4,367,346	1,009,519	3,357,827	23.12%	
Public Safety	9,050,893	1,939,263	7,111,630	21.43%	
Public Works	4,337,767	836,960	3,500,807	19.29%	
Council Contingency	100,000	-	100,000	0.00%	
Non-Profit Organizations	15,000	-	15,000	0.00%	
Grant Incentive Program	50,000	-	50,000	0.00%	
Transfer to Development Authority	35,000	-	35,000	0.00%	
Transfer to PIP	445,862	-	445,862	0.00%	
Transfer to Debt Svc	2,271,912	1,383,927	887,985	60.91%	
Transfer to Library Debt Service	402,998	323,545	79,453	80.28%	
Liability Insurance	73,485	-	73,485	0.00%	
Legal Services	52,500	33,183	19,317	63.21%	
Gen'l Admin	145,000	-	145,000	0.00%	
Other	(509,000)	-	(509,000)	0.00%	
Total General Fund	\$ 24,600,303	\$ 6,300,192	\$ 18,300,111	25.61%	
Transfer to General Fund	315,436	57,032	258,404	18.08%	
Transfer to Tourism General Fund	630,872	114,063	516,809	18.08%	
Total General & Hotel/Motel Funds	\$ 25,546,611	\$ 6,471,287	\$ 19,075,324	25.33%	

Summary of Major Expenditures by City Manager

Description	Budget	Award	Svgs/Short	Date
Fencing Repairs	\$ 39,100	\$ 39,100	\$ -	12/21/2004

**PEACHTREE CITY FIRE/EMS DEPARTMENT
2005 MONTHLY REPORT**

	Nov-04	Dec-04	2005 Y-T-D	2004 Y-T-D
FIRE/ACCIDENT CALLS				
Residential	3	5	9	8
Business/Industrial	1	2	5	7
¹ Rescue/EMS Assist	110	155	399	
¹ Vehicle/Golfcart Accidents	22	23	65	
¹ False Alarms	27	24	77	
² Other	33	26	86	563
Total Engine Response	196	235	641	578
 Dispatched Fire Calls	 62	 53	 163	 154
 Response Time Fire	 5:19	 4:05	 5:00	 4:00
RESCUE/EMS				
Trauma	63	91	232	108
Medical	68	120	274	139
Total # Patients	131	211	506	247
 Patients Transported	 60	 96	 232	 110
 Dispatched EMS Calls	 137	 180	 481	 436
 Total Medic Response	 161	 226	 576	 247
 Dispatched Fire/EMS Total	 199	 233	 644	 590
 Response Time EMS	 4:20	 4:14	 4:24	 4:22
EMS BILLING				
Patients Billed	51	77	183	232
 Revenue Generated	 19,874	 30,592	 71,160	 88,981
 ³ Total Revenue Received	 23,517	 15,037	 53,780	 66,216

¹Previously categorized as Other

²Other miscellaneous responses; gas and water leaks, hazmat spills, etc.

³Revenue Received on All Outstanding Accounts

LEISURE SERVICES MONTHLY REPORT

December 2004

<u>Activity Description</u>	<u>Unit</u>	<u>December - 04</u>	<u>FY 2005 YTD</u>	<u>FY 2004 YTD</u>
Library				
Books Circulated	number	13,094	42,713	45,648*
Internet Usage	visits	2,129	6,451*	6480*
Computer Lab Use	hours	11	49	30

*Library Closed to Move to Temp Location

Recreation

Class/Program Revenue	\$	\$4,098	\$11,962	\$10,307
Playing Surface Mowing	hours	220	923	874
Playing Field Preparations	hours	470	1,160	1,093
Building Maintenance	hours	363	1,232	1,140
Safety Inspections	visits	100	300	300
Litter Removal	hours	304	876	822
Complaints answered	number	1	3	4

**PEACHTREE CITY POLICE DEPARTMENT
2004 MONTHLY REPORT**

	NOV 04	DEC 04	2004 CYTD	2003 CYTD
PART I CRIMES				
Murder	0	0	0	0
Rape	0	0	2	4
Robbery	1	0	1	4
Aggravated Assault	1	0	11	15
Arson	0	0	1	2
Auto Theft	4	5	55	77
Theft	21	23	254	228
Burglary	0	4	22	18
TOTAL PART I CRIMES	27	32	346	348
ALCOHOL/DRUG ARRESTS				
DUI – TOTAL	24	17	257	187
DUI – ADULT	23	16	227	156
DUI – UNDERAGE	1	1	30	31
MINOR IN POSSESSION OF ALCOHOL	3	7	133	101
DRUG ARRESTS	5	7	166	123
ARRESTS				
PROPERTY CRIMES	13	6	144	125
PERSON CRIMES	7	6	80	71
CITY ORDINANCES	46	23	558	481
OTHER	89	92	1177	1028
AVERAGE RESPONSE TIME	5.33	5.04	5.34	5.26
CALLS ANSWERED	6594	6990	77,905	67,583
TRAFFIC				
CITATIONS ISSUED	680	605	9583	6425
WARNINGS	441	440	7272	6294
ACCIDENTS	101	101	1133	1156

TOP 5 ACCIDENT LOCATIONS – MONTH

HWY 54 / HUDDLESTON DR	5
HWY 54 / COMMERCE DR	5
HWY 54 / PLANTERRA DR	4
HWY 74 / KEDRON DR NORTH	4
HWY 74 / CROSSTOWN DR	3

TOP 5 ACCIDENT LOCATION – Y T D

HWY 54 / HWY 74	49
HWY 54 / PLANTERRA DR	49
HWY 54 / HUDDLESTON DR	44
HWY 54 / PEACHTREE PARKWAY	29
HWY 54 / LINE CREEK	26

PUBLIC SERVICES MONTHLY REPORT

DECEMBER 2004

<u>Activity Description</u>	<u>Unit</u>	<u>December- 04</u>	<u>FY 2005 YTD</u>	<u>FY 2004 YTD</u>
Street Patching	Hrs.	98	357	824
Street Crack Sealing	Hrs.	0	0	330
Drainage Maintenance	Hrs.	357	713	630
Street Sweeping	Hrs.	0	0	144
Cart Path Paving	Ft.	105	5,381	8,859
Cart Path Litter Removal	Hrs.	6	313	218
Cart Path Drainage Maintenance	Hrs.	71	319	458
R.O.W. Mowing	Hrs.	0	780	390
R.O.W. litter Removal	Hrs.	296	881	1,119
Landscape Maintenance	Hrs.	282	2,239	1,499
Landscape Planting/Mulching	Hrs.	0	0	134
Litter Removal	Hrs.	0	14	30
Subdivision Sign Maintenance	Hrs.	4	49	160
Traffic Sign Maintenance	Hrs.	258	603	285
Vandalism Repairs	Hrs.	12	63	28
Citizen Complaints Answered	Num.	61	262	60
Community Service	Hrs.	0	35	0
<u>RECYCLING SITE</u>				
Manhours	Hrs.	65	169	192
PARTICIPANTS				
Recycling	Num.	194	578	710
Composting	Num.	1,381	4,413	2,616
Mulch Pick Up	Num.	38	132	306

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 

FROM: James V. Murray, Chief of Police 

DATE: January 27, 2005

SUBJECT: Grant Application for Homeland Security Grant/Citizen Emergency Response Team (CERT)
February 3rd, 2005 City Council Agenda

Recommendation:

If approved, the Police Department will submit a grant from the Georgia Emergency Management Agency (GEMA) to implement a Citizen Emergency Response Team (CERT) within our city. The CERT Team grant is a non-matching grant, in the amount of \$49,630.27. The grant is renewable every eighteen months and will cover 100% of all related expenditures within the dollar amount previously stated. It is my recommendation that the Mayor and City Council approve the submission of the CERT grant, to promote homeland security preparedness and to enhance safety and security for our citizens, as well as our community. Attached to this recommendation, you will find a description of the Citizen Corps Program, as well as an outline concerning the Citizen Emergency Response Team.

Discussion:

The Citizen Emergency Response Team concept is a sub-group of the Citizen Corps, which is a program that harnesses the power of every individual through education, training and volunteer service. The ultimate goal of the program is to create partnerships between citizens, businesses, public safety, public utilities and entities of specialization (e.g. hospitals, laboratories, weather bureaus, etc.). The program helps make communities safer, stronger, and better prepared to respond to the threats of terrorism, crime, public health issues, and disasters of all kinds. Although Fayette County falls under the Local Emergency Planning Committee (LEPC) concept, the two programs are structured very similar and operate under some of the same guiding principles. In fact, the State of Georgia and the U.S. Department of Homeland Security sponsor Citizen Corps training to promote community and countywide participation. As a result, the Police Department is eligible to receive a Citizen Emergency Response Team Grant.

The Citizen Emergency Response Team Grant Program was initiated after the September 11th terrorist attacks and has been used successfully in other jurisdictions, primarily during weather related disasters. If approved, the CERT Team members, who are made up of citizens and neighborhood volunteers, would be available to supplement our existing emergency responders within the first 12-72 hours of a disaster. In addition, CERT's function is to help contain and recover after the significant event. The grant would cover the cost of equipment, training and training supplies. If approved, the Police Department would then assign this task to our volunteer Auxiliary Police membership. The Auxiliary Officers have committed to the program and are excited about this particular venture. Under the direction of the Police Department's Command Staff, the Auxiliary Officers will assume responsibility for training and administering the program.

Budget Impact:

There is no budgetary impact related to this program as it is fully funded through grants and will be administered through the Police Department's volunteer Auxiliary Police Program.



CITIZEN CORPS MISSION STATEMENT

The mission of Citizen Corps is to harness the power of every individual through education, training, and volunteer service to make communities safer, stronger, and better prepared to respond to the threats of terrorism, crime, public health issues, and disasters of all kinds.

Citizen Corps in Action!

The Citizen Corps mission is accomplished through a national network of state, local, and tribal Citizen Corps Councils, which bring together the expertise of leaders from the first responder disciplines with the energy and spirit of volunteers, the private sector, elected leadership, and other community stakeholders. These Councils build on community strengths to develop a local strategy to increase awareness and participation in hometown security by promoting:

- **Personal responsibility:** There are important steps we all have a responsibility to take right now, such as: developing a household disaster plan and disaster supplies kits for the home, workplace, and vehicle; learning about emergency plans for schools, workplaces, neighborhoods, and communities; observing home health and safety practices; implementing property damage prevention measures; and participating in crime prevention and reporting. Citizen Corps Councils conduct public education and outreach efforts to provide critical local guidance on these actions.
- **Training:** We must all improve our preparedness, prevention, and response skills, knowledge, and abilities, to include: first aid, cardio-pulmonary resuscitation (CPR), fire safety, search and rescue procedures, crime prevention and terrorism awareness training, and Community Emergency Response Team (CERT) training.
- **Volunteer service:** We can give back to our community through volunteer activities that support local emergency responders, disaster relief groups, and community safety organizations. Everyone can do something to support local law enforcement, fire, emergency medical services, community public health efforts, and to contribute to the four stages of emergency management: preparedness, prevention, response, and recovery.

The local strategy developed by the Citizen Corps Council includes conducting public education campaigns, implementing the Citizen Corps programs (CERT, Fire Corps, Medical Reserve Corps, Neighborhood Watch, Volunteers in Police Service, and the affiliate programs), and providing opportunities for volunteers with special skills and interests. The Citizen Corps Councils also develop targeted outreach for special needs groups, ensure residents are connected to emergency alert systems, organize special projects and community events, encourage cooperation and collaboration among community leaders, and evaluate and report accomplishments.

To learn more about Citizen Corps and to find the Council nearest you,
please visit www.citizencorps.gov.



Citizen Corps Questions and Answers

Q: What is Citizen Corps?

A: Citizen Corps is a nationwide grass roots movement to actively involve everyone in America in making our communities and our nation safer, stronger, and better prepared for emergencies of all kinds. We all have a role in hometown security and Citizen Corps provides local opportunities for everyone to *prepare, train, and volunteer!*

Q: What is hometown security and what can citizens do to help?

A: Hometown security means taking an active role in making our families safer and in helping our communities be safer too. We all have the ability – and the responsibility – to be more aware of the threats we face, to prepare for all hazards, to learn the skills needed to help others in times of crisis, and to volunteer our time to support out local emergency responders.

Q: What are some specific steps that citizens can take to be more responsible for their safety?

A: We can all take some important steps right now to help ourselves and our families to be better prepared for the possibility of a disaster, public health incident, crime, or a terrorist attack. The DHS website Ready.gov provides critical information on how to make a family communications plan, disaster supplies kits (for the home, workplace, and vehicle), and be better informed.

We also have a responsibility to participate in crime prevention practices, such as Neighborhood Watch; make sure that our homes are safe for children, elderly and special needs family members; and implement property damage prevention measures.

Citizens should also ask questions of their local officials and be involved in the emergency plans for our schools, workplace, neighborhoods, and community. And we all have to be ready to act according to the plan should an incident occur.

Q: What kinds of training should citizens take?

A: In 95 percent of all emergencies, the victim or a bystander provides the first, immediate assistance at the scene. We all need to get training in emergency prevention, preparedness, and response and maintain these skills to help others in a critical situation. Important training includes: first aid, cardio-pulmonary resuscitation (CPR), how to use an automatic external defibrillator (AED), fire safety, search and rescue procedures, Community Emergency Response Teams (CERT) training, learning about the Incident Command System, and crime prevention and terrorism awareness training.



Q: What kinds of volunteer activities does Citizen Corps provide?

A: Citizen Corps offers volunteer opportunities to support local fire, law enforcement, emergency medical services, community public health efforts, and to contribute to the four stages of emergency management: preparedness, prevention, response, and recovery. With the added support of citizen volunteers, emergency service providers have more time to fulfill their highly skilled responsibilities and to make our communities safer, stronger, and better prepared!

Q: What are Citizen Corps Councils and what do they do?

A: Local Citizen Corps Councils bring together the homeland security expertise of our emergency responders with the energy and spirit of volunteers, the private sector, elected leadership, and other community stakeholders. These Councils build on existing community resources to develop a comprehensive strategic plan to implement the Citizen Corps programs and activities tailored to the community's threats, needs, and population. Council responsibilities include:

- Educating the public on their personal responsibility to be better prepared and the important steps they should take right now;
- Providing local training in first aid and emergency prevention, preparedness, and response capabilities; and
- Organizing volunteer activities that support public education on preparedness and prevention, emergency responders, and disaster relief groups.

Q: When was Citizen Corps started?

A: Citizen Corps was launched in January 2002 as part of President George W. Bush's USA Freedom Corps initiative to promote a culture of service, citizenship and responsibility.

Q: Who manages Citizen Corps at the national level?

A: Citizen Corps is coordinated nationally by the Department of Homeland Security. As a Presidential initiative, the White House is also committed to the success of Citizen Corps.

Q: How can citizens get more information about Citizen Corps and get involved with the Citizen Corps activities in their community?

A: Visit www.citizencorps.gov to find the Citizen Corps Council nearest you. If a community does not currently have a Council, citizens may contact the State level point of contact, listed at www.citizencorps.gov/citizencorps/statepoc.do or contact any of the Citizen Corps programs or affiliate organizations active in the community.

CERT—What is it?

The Community Emergency Response Team (CERT) program helps train people to be better prepared to respond to emergency situations in their communities. When emergencies happen, CERT members can give critical support to first responders, provide immediate assistance to victims, and organize spontaneous volunteers at a disaster site. CERT members can also help with non-emergency projects that help improve the safety of the community. CERT is a nationwide initiative.

The events of September 11 will never be forgotten; also not forgotten is how the spirit of America was awakened that day and citizens came forth to volunteer their services. President George W. Bush harnessed this spirit of volunteerism with the Citizen Corps Program. CERT is a part of the Citizen Corps Program.



Course Overview

The CERT training consists of 20 hours of instruction over an eight-week period. Classes are taught by emergency responders, including firefighters, emergency medical and law enforcement personnel from your community. The course includes the following:

Session I: Disaster Preparedness
Introduction to disasters specific to the community, and the impact of disaster on infrastructure.

Session II: Disaster Fire Suppression
Identifying and reducing potential fire hazards and basic fire suppression.

Session III:
Disaster Medical Operations Part I
Treatment strategies for life-threatening conditions and principles of triage.

Session IV:
Disaster Medical Operations Part II
Head-to-toe patient assessment and treatment for various injuries.

Session V:
Light Search & Rescue Operations
Techniques for sizing up and searching, lifting, cribbing and removing victims, rescue safety.

Session VI:
Disaster Psychology & Team Organization
The post-disaster emotional environment will be discussed. CERT organization, decision making and documentation.

Session VII: Terrorism
A brief overview of terrorism weapons. Identifying targets in an area and discuss time/distance/shielding.

Session VIII: Final Exercise
Disaster Simulation realistic to your community.

CERT Training Will Teach Participants to:

- Describe the types of hazards most likely to affect their homes and communities.
- Describe the function of CERT and their roles in immediate response.
- Take steps to prepare themselves for disaster.
- Identify and reduce potential fire hazards in their homes and workplaces.
- Work as a team to apply basic fire suppression strategies, resources, and safety measures to extinguish a burning liquid.
- Apply techniques for opening airways, controlling bleeding, and treating shock.
- Conduct triage under simulated conditions.
- Perform head-to-toe assessments
- Select and set up a treatment area.
- Employ basic treatments for various wounds.
- Identify planning and size-up requirements for potential search and rescue situations.
- Describe the most common techniques for searching a structure.
- Use safe techniques for debris removal and victim extrication.
- Describe ways to protect rescuers during search and rescue.

COMMUNITY EMERGENCY RESPONSE TEAMS

Role of CERTs in an Emergency

CERTS have been used to:

- Search for lost or kidnapped children
- Staff Emergency Operations Centers and monitor events
- Emergency Operations Center security; driving, information, assisting disabled visitors and minor first aid
- Manage "spontaneous/convergent" volunteers
- Assist Red Cross and other relief organizations on mass care

How Can I Join?

To become a CERT member you must be at least 18 years of age..

If you want to volunteer your services and become trained to protect yourself and families from disasters; natural or man-made..... Become a CERT member.

For more information, contact your local or county emergency management coordinator or the New Jersey State Police Office of Emergency Management CERT Training Coordinator at 609-538-6060, or call 1-877-CERT-411. You can also visit our website: www.state.nj.us/njoem.



citizen★corps



NJ REMEMBERS
SEPTEMBER 11
NJ REMEMBERS



SEPTEMBER 11
NJ VOLUNTEER

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Team Organized

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to Protect &

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Save Families

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Georgia Citizen Corps Facts

- Citizen Corps is a part of the USA Freedom Corps and is coordinated at the federal level by the Federal Emergency Management Agency (FEMA). The primary focus of this initiative is to create public education, training and volunteer opportunities to support community and family safety.

- While the Citizen Corps project consists of several programs, the cornerstones of the initiative are:

- Local Citizen Corps Councils
- Community Emergency Response Teams (CERT)
- Civilian Medical Reserve Corps (MRC)

GRANT INFO

- At the state level, the Georgia Emergency Management (GEMA) will act as the state coordinator for Citizen Corps to facilitate this locally driven initiative by working through existing Regional All Hazards Councils. The state Citizens Corps coordinator will work closely with local governments, other state organizations, FEMA, the Department of Justice (DOJ), the Department of Health and Human Services (HHS) and other federal agencies to implement a successful Citizen Corps program for Georgia.

- The Citizen Corps effort will be coordinated at the local level by a Citizen Corps Council, or a similar coordinating body, which will bring together leaders from the relevant sectors of the community. The purpose of the council is to have all decision makers at the table to manage existing volunteer resources and to direct the overall Citizen Corps initiative in the community. Creating a new organization is unnecessary. If a community already has a strong team that brings together all sectors of the community, this group may take on the responsibility of promoting Citizen Corps. Communities are encouraged to leverage existing resources and build on current successful programs whenever possible.

- Major disasters in a community can overload the capability of first responders, especially during the first 12 to 72 hours of the response. Having citizens who are better prepared to take care of themselves and others during times of crisis will allow first responders to focus their attention on the most critical, life-threatening situations. These volunteers also may play an important role in smaller emergencies or in public education campaigns.

- In Georgia the initial focus will be on establishing local councils and conducting Community Emergency Response Team training.

- To learn more about the national Citizen Corps initiative, visit the following Web site:
www.citizencorps.gov/index.html.

[Home](#) | [News](#) | [Calendar of Events](#) | [Fact Sheet](#) | [Contact Us](#)

Brought to the citizens of Georgia by the
Georgia Emergency Management Agency



JAMES V. M...
Chief of Po...

Georgia Volunteers at Work

Georgia Citizen Corps Facts

- Citizen Corps, a part of the USA Freedom Corps, is coordinated at the federal level by FEMA.
- GEMA is the coordinator of Citizen Corps at the state level.
- To learn more about the national Citizen Corps initiative, visit their Web site at www.citizencorps.gov.

View the Complete Fact Sheet

While September 11, 2001 marks one of America's greatest tragedies, it also generated a resurgence in volunteerism throughout our country. Sustaining this volunteer spirit is a key to preserving the freedom and independence that define America.

Georgians now have the opportunity to work together to strengthen their local communities through the Georgia Citizen Corps. This grassroots initiative brings together leaders from the public and private sectors to harness the volunteer spirit of Georgians who want to help prepare for and respond to threats of terrorism, crime and other disasters. With citizens better prepared to take care of themselves and their neighbors during a crisis, public safety officials will be able to focus their attention on the most critical, life threatening situations.

By working together through the Georgia Citizen Corps, we can be ready to respond when disaster strikes.

If you are interested in forming a Citizen Corps Council in your community or you want to learn if there is an existing council, please contact your local emergency management agency (EMA). To locate your local EMA, follow this link to the **Georgia Emergency Management Agency's website** and select "Local Info" from the Quick Links section or drop-down.

[Fact Sheet](#) | [News](#) | [Calendar of Events](#) | [Contact Us](#)

Brought to the citizens of Georgia by the
Georgia Emergency Management Agency

Peachtree City CERT Program Grant Proposal

Proposal

The goal of the Peachtree City Police Department grant proposal is to develop a model community CERT program by conducting outreach and CERT training in Peachtree City in order to prepare our citizens and community for man-made and/or natural disasters, disruption of essential services, and possible terrorism events.

The Peachtree City Police Department would like to request funding assistance (see attached budget) to form 3-4 CERT Teams totaling approximately 50 residents strategically located throughout our 26 square mile jurisdiction. These teams would be based in geographic areas of the city so as to help prepare and recover from disasters in their homes, neighborhoods, businesses, and community as a whole. The Peachtree City Police Department in conjunction with our Auxiliary Police Force will conduct training in accordance with state and federal guidelines and will be the coordinating agency for the teams.

Program Outline

Administration

The Peachtree City CERT Program will consist of a CERT Corps Council who will meet on a regular basis and will make recommendations to the Peachtree City Police Department. The Police Department will guide and administer the program. The CERT Council will consist of a representative from each of the following organizations:

Peachtree City Police Department
Local Church(s)
Industries
Business Leaders
Local Citizen Population (Homeowners Association Representatives)
Civic Leaders
Local Red Cross Representative

The CERT Council will work closely with the Peachtree City Police Department to ensure that the goals and guidelines of the CERT Program, Agency and Committee are met.

The Council of the Peachtree City Police Department CERT Program will be tasked with getting the program started and implemented.

Program implementation will consist of the following four components:

Outreach

Business and Industry

Peachtree City participates in a very active Local Emergency Planning Committee (LEPC). The LEPC is comprised of many large corporations that are considered large population centers. The LEPC would conduct outreach programs to the industrial and business community, through established relationships with industry in an effort to prepare the industrial and business community for local disasters and/or terrorist activities.

Church Community

The Peachtree City Police Department has excellent working relationships with a variety of churches in our community and many have expressed interest in our programs. The outreach component of our program would further develop relationships throughout the church community in an effort to establish a broad-based core of CERT trained volunteers to be part of the program.

Citizens

The Peachtree City Police Department CERT Program would draw from the general citizenry population and enjoys a very close relationship with many civic organizations within the City. In addition, our department is dedicated to Community Policing and has received national recognition for our efforts. If awarded this grant, it is our intention to attract a cross section of the community into the CERT program in an effort to bring a wide range of skill and resources to our program. We would also include as many different ethnic groups as possible to help bridge any language barriers.

Training

Several members of the Peachtree City Police Department, the Auxiliary Police Force and the CERT Council will become certified CERT trainers through the Georgia Emergency Management Agency's Train The Trainer Program. These newly certified instructors would then be able to conduct CERT training in accordance with state and federal guidelines.

The training curriculum will include:

- The effect of disasters in our community
- Coordination of response
- Overview of Citizen Corps Councils
- Roles and Responsibilities
- Community response teams
- Disaster preparedness
- CPR, First Aid and AED training
- Interaction with other volunteer organizations

- Personal safety
- Other community services
- Shelter management
- The Incident Command System
- Other training items as required

Equipment Purchases

The third phase of our program is to purchase and distribute the necessary equipment to ensure that our CERT Team members are properly equipped and can complete their mission safely and effectively.

This equipment will include the following:

- First aid kits
- Hard hats
- Gloves
- Goggles
- Safety Vests
- Knives
- Flashlights with spare batteries
- Masks/Respirators
- AED Units
- Disaster Response Equipment Trailer
- Other items as needed and identified

Implementation

Once our outreach initiatives, training programs have been completed, and once our equipment allocated, our strategy would be to implement the CERT Program. The implementation of our CERT program would include training, outfitting, and equipping our CERT teams. Additionally, it is our intention to go beyond minimum requirements and to make the Peachtree City CERT Program a useful resource throughout our community, as well as our existing mutual aid communities.

Goals and Objectives

During 2003, The Peachtree City Police Department in conjunction with other components of the city, assisted Fayette County Emergency Management Agency in creating a Homeland Security strategy, in an effort to better prepare our community for weapons of mass destruction and disaster situations. In that strategy, these agencies identified strategic initiatives to develop and implement professional educational and community programs. The programs developed an all hazards approach for individuals, families, and business and industry in responding to various emergencies.

The goal and objective of the Peachtree City Police Department's CERT program is to fund and establish, for the foreseeable future, a core group of individuals from a cross section of the community and to educate them about how to prepare themselves and their community for disaster situations. Additionally, the CERT program would provide a needed and organized resource to assist the first responding agencies, the community and its residents during a disaster recovery process.

During the development process of the Fayette County Hazard Mitigation Plan, the plan identified that more resources were needed in the areas of preparing the community and its residents for disasters. It was also identified that more disaster volunteer resources needed to be developed in preparation for responding to and recovering from disasters in the area communities. The CERT program would be flexible in design and developed so as to meet the growing need for disaster volunteer resources. The CERT program could serve the community in the following ways:

- Educate and train volunteers in their neighborhood
- Provide trained shelter managers to staff shelters in the community
- Provide support for victims of disasters
- Provide manpower resources during disaster situations
- Assist elderly residents or special needs populations during disasters
- Support other volunteer resources in the community
- Assist in providing disaster education throughout the community
- Provide first aid during disaster situations and mass casualty events
- Assist in the reduction of the dependency of public safety agencies during disaster situations

FY 04 GEMA/ Citizen Corps Grant Cover Sheet with Executive Summary
Grant Application Cover Sheet

You may reproduce this form on your computer

Date of application: 12/08/04

Date Received (by GEMA):

Organization Information

<i>Name of organization</i>		<i>Legal name, if different</i>	
Peachtree City Police Department			
<i>Address</i>	<i>City, State, Zip</i>	<i>Employer Identification Number (EIN)</i>	
350 South Hwy 74	Peachtree City, GA 30269	58-1079955	
<i>Phone</i>	<i>Fax</i>	<i>Web site</i>	
(770) 487-8866 ext 1303	(770) 631-2512	www.peachtree-city.org	
<i>Name of top paid staff</i>	<i>Title</i>	<i>Phone</i>	<i>E-mail</i>
James V. Murray	Chief of Police	(770) 487-8866	
<i>Name of contact person regarding this application</i>	<i>Title</i>	<i>Phone</i>	<i>E-mail</i>
Stan Pye	Captain	(770) 487-8866 ext 1303	spye@ptcgovernment.org

Proposal Information

Executive Summary of request (Please use extra paper if necessary):

See attached Narrative

Population served:
36,000

Geographic area served:
32 Square Miles

Budget

Dollar amount requested:	\$ 49,630.27
Total annual organization budget:	\$4,802,442.00

Authorization

Name and title of authorizing officer:
Signature

Chief James V. Murray

GEMA All Hazard Council Chairs

Area 1-

Chief Mike Satterfield
Director
Hall County Emergency
Management Agency
Post Office Box 2404
Gainesville, Georgia 30503
Phone: 770-536-3132
Fax: 770-531-6845
E-Mail: msatterfield@hallcounty.org

Area 2-

Mr. Keith "Nick" Lacey, II
Director
Lowndes County 911 and Emergency
Management Agency
1515 Madison Highway
Valdosta, Georgia 31601
Phone: 229-245-5246
Fax: 229-245-5276
E-Mail: nlacey@lowndescounty.com

Area 3-

Mr. Edwin "Ted" Wynn
Director
Bulloch County Emergency
Management Agency/Public Safety
Post Office Box 347
Statesboro, Georgia 30459
Phone: 912-489-1661
Fax: 912-489-6020
E-Mail: tedwynn@bulloch.net

Area 4-

Honorable Jerry Modena
Sheriff of Bibb County
Post Office Box 930
Macon, Georgia 31201
Phone: 478-746-9441
Fax: 478-750-2181
E-Mail: mailto:jmodena@co.bibb.ga.us

Area 5-

Mr. Phillip Webber
Director
Chatham County Emergency
Management Agency
124 Bull Street
Room 140
Savannah, Georgia 31401
Phone: 912-201-4500
Fax: 912-201-4504
E-Mail: cema@g-net.net

Area 6-

Mr. Robby Westbrook
Director
Cherokee County Emergency
Management Agency
150 Chattin Drive
Canton, Georgia 30115
Phone: 678-493-4000
Fax: 678-493-4034
E-Mail: mailto:rwestbrook@cherokeega.com

Area 7-

Mr. Jack Krakeel
Director
Fayette County Emergency
Management Agency
140 West Stonewall Avenue
Suite 214
Fayetteville, Georgia 30214
Phone: 770-461-1321 x 5169
Fax: 770-460-6396
E-Mail: jkrakeel@admin.co.fayette.ga.us

Area 8-

Chief James E. Blackburn, Sr.
Waycross Police Department
Post Office Drawer 176
Waycross, Georgia 31502
Phone: 912-287-2927
Fax: 912-287-2926
E-Mail: mailto:jblackburn@waycrossga.com

GEMA Contact Numbers for Grant Information:

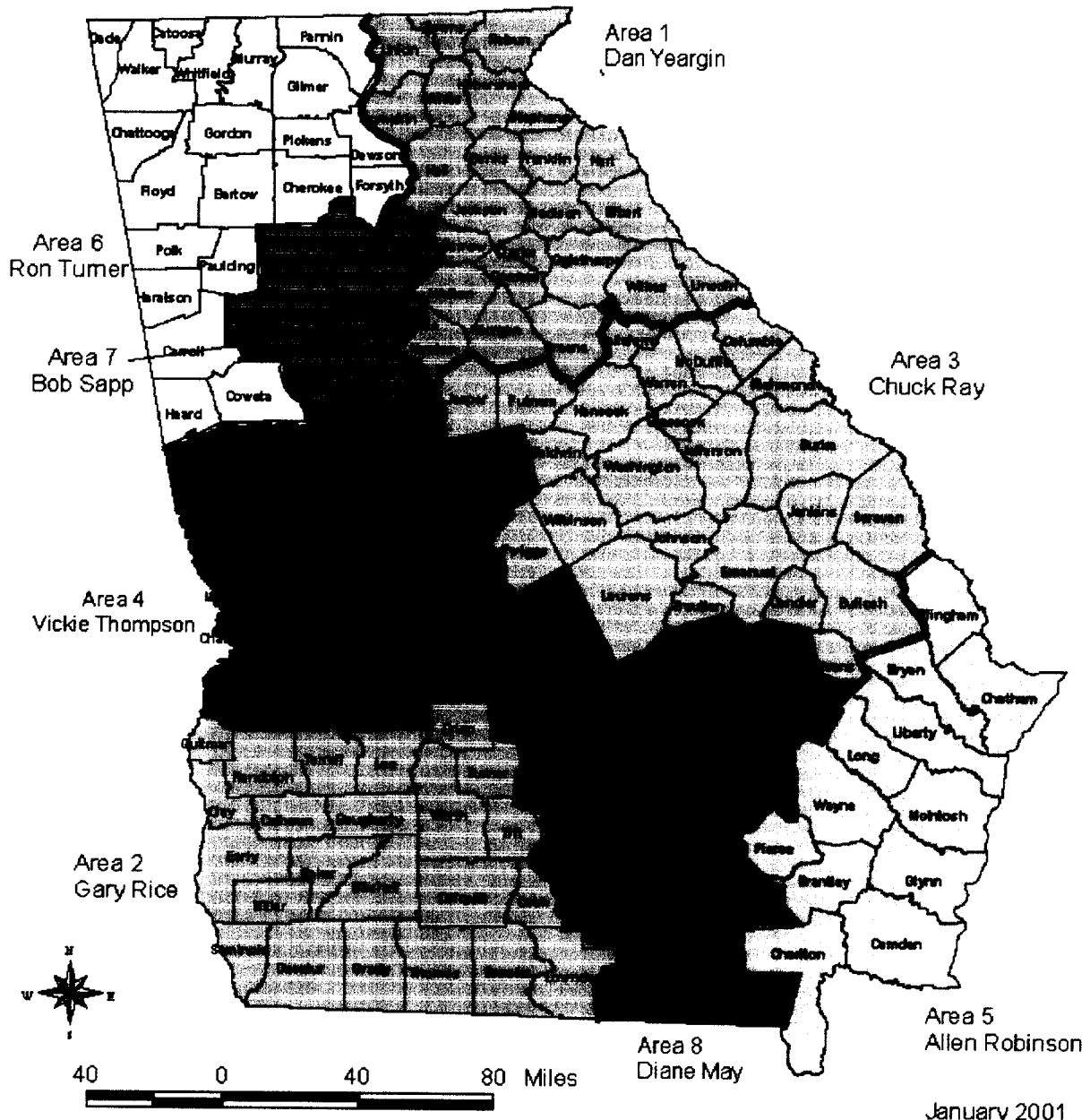
Contact Numbers:

- **For General Grant questions:**
 - GEMA Terrorism Emergency Response and Preparedness Division (TERP's) (404) 635-7014, or 7064
- **GEMA TERP Grant Manager:**
 - Mike Dorn, (404) 635-7513 or mdorn@gema.state.ga.us
- **TERP Exercise and Training Manager :**
 - Robert Connolly, (404) 635-7084 or rconnolly@gema.state.ga.us
- **Asst. Director GEMA TERP Division:**
 - Joe McKinney, (404) 635-7514 or jmckinney@gema.state.ga.us
- **Financial and Contract Questions:**
 - Angi Whatley, Public Assistance Director, (404) 635-7024 or awhatley@gema.state.ga.us

GEMA Field Coordinators:

- **Area 1- Dan Yeargin, (770) 535-5741**
- **Area 2- Gary Rice, (229) 276-2774**
- **Area 3- Chuck Ray, (912) 486-7942**
- **Area 4- Vickie Thompson, (478) 993-4619**
- **Area 5- Alan Robinson, (912) 486-7942**
- **Area 6- Ron Turner, (404) 635- 7511**
- **Area 7- Sheri Russo, (404) 635- 4208**
- **Area 8- Diane May, (229) 276-2779**

Georgia Emergency Management Agency Field Coordinator Areas



NOTE: New Area 7 Coordinator is Sherri Russo, replacing Bob Sapp

GEORGIA EMERGENCY MANAGEMENT AGENCY

SWSP _____	FIPS NO. _____	SHEET # _____	DATE SUBMITTED 12/06/04	APPROVAL DATE _____
LETPP _____				
Federal ID No. _____	APPLICANT : Peachtree City Police Department	COUNTY: Fayette	Area 7	GAM NO. _____
ADDRESS: 360 S. Hwy 74 Peachtree City, Ga. 30269			Phone: 706-487-8866	Name: James V. Murray, Chief
DISCIPLINE: Indicate Law Enforcement (LE). NOTE: ONLY ONE DISCIPLINE PER BUDGET SHEET				

COST ESTIMATE

ITEM #	CATEGORY	REQUESTED QUANTITY	REVISED QUANTITY	PRICE EACH	COST	REVISED COST
1	EMA		3	\$13,250.00	\$41,285.00	\$ 26,500.00
2	Training		4	\$2,480.00	\$ 9,920.00	\$ 9,920.00
3	EMA		1	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
4	Equipment		1	\$ 7,210.27	\$ 7,210.27	\$ 7,210.27
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22						
					\$ 64,416.27	\$ 49,630.27

PREPARED BY: _____

**FISCAL YEAR 2004 HOMELAND SECURITY GRANT PROGRAM
CITIZEN CORPS PROGRAM
GRANTEE-SUBGRANTEE AGREEMENT**

The United States Department of Homeland Security, Office of Justice Programs, Office for Domestic Preparedness (ODP) approved the application and awarded funding for Citizen Corps and Community Emergency Response Team (CERT) programs to the Georgia Emergency Management Agency (GEMA) on behalf of the State of Georgia, in accordance with the Fiscal Year 2004 Homeland Security Appropriations Act. GEMA will maintain overall responsibility and accountability to the federal government for the duration of the project. GEMA, as Grantee, has awarded the amount of \$_____ to _____, as Subgrantee, in accordance with the Fiscal Year 2004 Homeland Security Grant Program (HSGP).

Under this Agreement, GEMA will execute the interests and responsibilities of the Grantee. The individual designated to represent the State is **Mike Sherberger, Authorized Grantee Official**. The State has designated **Jami F. Leverett** 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 _____ of this agreement and whose signature appears on page _____ of this agreement.

1. The following exhibits are attached or attainable via the internet and made a part of this agreement:

- Exhibit A. United States Department of Homeland Security, Office of Justice Programs, Office of the Comptroller's Financial Guide, found on OJP's Web site: <http://www.ojp.usdoj.gov>.
- Exhibit B. United States Department of Homeland Security, Office of Justice Programs, Office of Domestic Preparedness Grant Solicitation and Application Guide for Fiscal Year 2004 Homeland Security Grant Program, a copy of which is available on the OJP Web site: <http://www.ojp.usdoj.gov/docs/fy04hsgp.pdf>.
- Exhibit C. Georgia Emergency Management Agency FY 04 ODP/Georgia Homeland Security Grant Instructions for the State Citizen Corps Program 11-07-03, a copy of which is available on the GEMA Web site: <http://www.gema.state.ga.us>.
- Exhibit D. Assurances – OJP Assurance Form 4000/3.
- Exhibit E. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions. Drug-Free Workplace Certification. Lobbying Certification OJP Form 4061/6

- Exhibit F Approved Detailed Budget Worksheet
- Exhibit G Payment Request Form
- Exhibit H Citizen Corps/CERT Status/Progress Report

2. 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 F). Any change to this worksheet must be requested in writing by the Subgrantee and must be approved by the Program Manager prior to the execution of that change.
3. Federal funds provided under this program are for 100% reimbursement of all eligible expenditures.
4. 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 or subgrant awards. This provision shall not be construed to extend to any contract made with a corporation for its general benefit.
5. If the Subgrantee violates any of the conditions of this agreement, including all exhibits hereto, or of applicable federal and state law or regulation, 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 for other projects under this program, this or other agreements, and applicable federal and state regulations until adequate corrective action is taken.
6. The Subgrantee shall register and update information regarding their Citizen Corps Councils and programs/activities on the Citizen Corps website (www.citizencorps.gov/councils/) and on other relevant programmatic websites.
7. The Subgrantee agrees that federal or state officials and auditors or their duly authorized representatives may conduct required audits and examinations. The Subgrantee further agrees that 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 Fiscal Year 2004 Homeland Security Appropriations Act and this Agreement.
8. Subgrantee shall complete and submit reports as requested by GEMA and cooperate and assist GEMA in complying with ODP's tracking and reporting requirements. Specifically, without limitation, Subgrantee shall:

- (a) Submit updated information as requested by GEMA to assist the state in completing the Initial Strategy Implementation Spending Plan to show how the grant funds have been expended and how the funds will support the goals and objectives outlined in the State's Homeland Security Strategy.
 - (b) Submit information at GEMA's request and direction to assist GEMA in submitting quarterly reports. Reports are due on March 31, June 30, September 30, and December 31.
9. Subgrantee agrees to comply with all applicable terms and conditions of the ODP Guide (Exhibit B), which includes the requirements to:
- (a) Institutionalize the use of the incident command system (ICS), as taught by the United States Department of Homeland Security (US DHS), by the end of the grant's two-year performance period.
 - (b) Adopt the National Incident Management System (NIMS) as mandated by the Homeland Security Presidential Directive 5 (HSPD-5), beginning no later than fiscal year 2005. ODP suggests that subgrantees begin utilizing NIMS concepts, principles, terminology, and technologies as they are made available by the US DHS.
 - (c) Adhere to the State's Homeland Security Strategy.
 - (d) Sign and comply with the terms and conditions of GEMA's Statewide Mutual Aid and Assistance Agreement and sign any other Mutual Aid Agreements GEMA or ODP shall deem necessary to fulfill the Subgrantee's obligations under this Agreement to render mutual aid for a suspected or real attack or in the case of a weapons of mass destruction event.
10. The Subgrantee agrees that all purchases and expenditures authorized under this program will be completed within 18 months from the award date of March 29, 2004.
11. Payments to the Subgrantee will be made only upon presentation of the approved Payment Request Form (Exhibit G). 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. Noncompliance by Subgrantee with the terms or conditions of this agreement will constitute justification for non-payment of any amounts submitted on the Payment Request Forms.
12. There shall be no changes to this Agreement unless mutually agreed upon by both parties to the Agreement.
13. Termination. This agreement may be terminated for the following reasons:
- 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.

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.

Non-Availability of Funding. Notwithstanding any other provision of this agreement, in the event that either of the sources of reimbursement for services 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 agreement sources, 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.

14. Subgrantee will follow procurement standards as stated in the Financial Guide.

Subgrantee's name and mailing address: Ware

15. GEMA's mailing address: Georgia Emergency Management Agency, P.O. Box 18055, Atlanta, Georgia 30316-0055.

AGREED:

By: _____

Authorized Grantee Official

Signature Date

By: _____

Subgrantee's Authorized Official

Signature Date

Printed or Typed Name of Subgrantee's
Authorized Official

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GEMA's

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Exhibit B



ASSURANCES

The Applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-87, A-110, A-122, A-133; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements - 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information may be required.
2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
3. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
4. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.
5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, 14 approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
10. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569 a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
11. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
13. It will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
14. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
15. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
16. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

Signature

Date

Exhibit C



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 (Nonprocurement) 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 counselling, 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 identified 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 D

OMB APPROVAL NO. 1121-0140



ASSURANCES

The Applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-87, A-110, A-122, A-133; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements - 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information may be required.
2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
3. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
4. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.
5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to the right to examine all records, books, papers, or documents related to the grant.
7. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
10. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569 a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
11. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
13. It will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
14. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
15. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
16. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

Signature

Date

Exhibit E



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 (Nonprocurement) 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 subrecipients 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 1986, 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 identified 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 F

Exhibit G

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

Exhibit H

Exhibit H**Citizen Corps & CERT Grant Status Report**

- 1. Number of CERT trainers and members trained, by location.**
- 2. Total number of grant funds used to date and for what activities.**
- 3. Concerns regarding a jurisdiction using its grant allocation or meeting its training targets (include any suggested remedies).**
- 4. Examples of emergency and non-emergency use of the CERT in the community.**
- 5. Number of Citizen Corps Programs in community, which programs**

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Councilmembers

VIA: City Manager *Bonnie M. Muller*
Finance Director *R. F.*
Assistant Finance Director *J*

FROM: Director of Leisure Services *[Signature]*

DATE: Jan. 27, 2005

SUBJECT: Consider Change Order #2, Library Construction Contract,
Modification to Existing Electrical Wires & Conduit, \$1,000
For Feb 3, 2005 Council Meeting

Recommendation: That Council approves Change Order Number 2 to the Library Construction/Renovation Contract in the amount of \$1,000 for modification to existing electrical wires and conduit. This request is being forwarded to City Council in accordance with terms of the construction agreement, which calls for all change orders to come before City Council for consideration and approval.

Discussion: While in the process of digging footings for structural supports near the corner of the City Hall building adjacent to the library, the contractor uncovered several conduits containing electrical wires that were not identified in the construction plans. The conduits led from a primary power source through conduit into City Hall. Neither the contractor nor architect knew about the conduit due to the absence of accurate as-builts for the City Hall Plaza complex. (A set of accurate as-builts are being developed as this project proceeds.)

In order to locate the footings where they are needed, the conduits had to be encased in a concrete casement, which the contractor constructed on site. The \$1,000 comprised labor and materials for that task.

Budget Impact: The contingency balance for this project is \$373,815. Approval of this request would leave the contingency at \$372,815.

AIA[®] Document G701[™] – 2001

Change Order

PROJECT (Name and address): City of Peachtree City Library 201 Willowbend Road Peachtree City, GA	CHANGE ORDER NUMBER: 002 DATE: January 18, 2005	OWNER: ☒ ARCHITECT: ☒ CONTRACTOR: ☒ FIELD: ☐ OTHER: ☐
TO CONTRACTOR (Name and address): Leslie Contracting, Inc 204 Jeff Davis Place Fayetteville, Ga. 30214	ARCHITECT'S PROJECT NUMBER: 091-01303-001 CONTRACT DATE: September 24, 2004 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Provide for repair of electrical wiring, insulation and conduit work at existing area adjacent to existing lobby area. Repair all electrical components and encase in concrete.

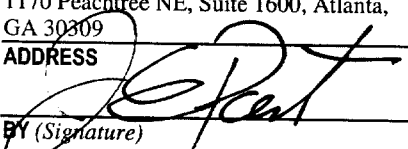
The original Contract Sum was	\$	3,297,500.00
The net change by previously authorized Change Orders	\$	52,299.00
The Contract Sum prior to this Change Order was	\$	3,349,799.00
The Contract Sum will be increased by this Change Order in the amount of	\$	1,000.00
The new Contract Sum including this Change Order will be	\$	3,350,799.00

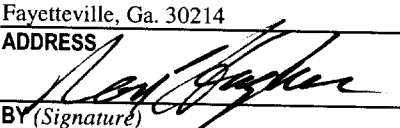
The Contract Time will be unchanged by Zero (0) days.

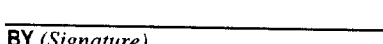
The date of Substantial Completion as of the date of this Change Order therefore is August 23, 2005

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Leo A Daly Company
ARCHITECT (Firm name)
1170 Peachtree NE, Suite 1600, Atlanta,
GA 30309
ADDRESS

BY (Signature)
James E. Porter, Assoc. AIA
(Typed name)
1-19-05
DATE

Leslie Contracting, Inc.
CONTRACTOR (Firm name)
204 Jeff Davis Place
Fayetteville, Ga. 30214
ADDRESS

BY (Signature)
Ron Hughes
(Typed name)
1-19-05
DATE

City of Peachtree City
OWNER (Firm name)
151 Willowbend Road, Peachtree City,
GA
ADDRESS

BY (Signature)
Randy Gaddo
(Typed name)
DATE

205 JEFF DAVIS PLACE, FAYETTEVILLE, GA 30214

PHONE: (770) 460-7400, FAX: (770) 460-0478



JAN 18 2005

FAX TRANSMITTAL

DATE:

1/18/05

ATTN:

Jim Porter

FROM:

RON HUGHES

FAX #

770-460-0478

PHONE#

770-460-7400

COMPANY:

LEO A. DALY

RE:

PEACHTREE CITY
LIBRARY

FAX #:

404-874-8336

PHONE #:

MESSAGE:

PCO-004

COVERS ENCLOSEMENT

NUMBER OF PAGES INCLUDING THIS COVER SHEET:

CONFIDENTIALITY NOTE

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IF YOU ARE HAVING TROUBLE RECEIVING THIS FAX, PLEASE CALL OUR OFFICE @ 770-460-7400

205 JEFF DAVIS PLACE, FAYETTEVILLE, GA 30214

PHONE: (770) 460-7400, FAX: (770) 460-0478

WWW.LESLIECONTRACTING.COM

Tuesday, January 18, 2005



Mr. Jim Porter
Leo A Daly Company
1170 Peachtree Street NE, Suite 1600
Atlanta, GA 30309-3602

RE: Potential Change Order # 004
Additions & Renovations Peachtree City Library - 04-619

Dear Mr. Porter ,

This letter is to provide official notification of a potential project change as follows:

PCO Number: 004
Date: 18-Jan-05
Description: Concrete Encasement of Conduits
Proposed Amt: \$1,000.00
Days Requested: 0
Reference:
Notes: Encase electrical conduits in concrete
Category : Lump Sum
Reason: Field Condition

This PCO is comprised of the following items:

Item Description	Proposed Amount	Contractor
concrete encasement	\$1,000.00	

Total: \$1,000.00

We require a Change Order for this extra work . If you have any questions, please contact the undersigned at 770-560-6766 as soon as possible.

Respectfully,

A handwritten signature in black ink, appearing to read "R. Hughes", is written over the word "Respectfully,".

Ron Hughes
Project manager

Potential Change Orders

Detailed, Grouped by Each Number

Additions & Renovations Peachtree City Library
201 Willowbend Road
Peachtree City, GA 30269

Project # 04-619
Tel: 770-560-6773 Fax:

Leslie Contracting, Inc.

PCO #: 004 **1/18/2005** **Concrete Encasement of Conduits**

Category **Reason** **Reference** **CO# Number** **PCO# Number**

Lump Sum **Field Condition**

Notes **Last Name** **Revenue Code**

Encase electrical conduits in concrete

Summary:

	Requested Days:	0	Budget:	1,000	Proposed	1,000	Approved	1,000	Applied	1,000
Approved Days:	0		Cost:	1,000		1,000		1,000		1,000

Itemized Details:

General Description	Quote Due	Quote Rec'd	Allocation	Estimated	Proposed	Approved	Applied
001 - -	1/25/2005		Budget:	1,000	1,000	1,000	1,000
concrete encasement			Cost:	1,000	1,000	1,000	1,000

Project Manager

Printed on: 1/18/2005

w:\projects\tron\04-619 peachtree city library.pmd

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

FROM: City Planner/ Zoning Administrator *David*

VIA: City Manager *Benjamin M. Muller*
Developmental Services Director *City*

DATE: January 27, 2005

SUBJECT: Consider revised Step One annexation application - John Wieland Homes
February 3, 2005 City Council agenda

Recommendation:

Because this is consideration of a Step One submittal, Staff is unable to make a recommendation to City Council.

Discussion

John Wieland Homes and Neighborhoods (JWH) submitted a Step One annexation application for consideration at the October 21, 2004 City Council meeting. Following a lengthy discussion, Council voted to table action on the application and requested that the Applicant address a variety of questions and concerns raised at the meeting and re-submit the application for consideration (Attachment "A").

A revised application was initially submitted to City Staff on January 19, and the Applicant requested that this item be placed on the February 3 City Council agenda. Staff reviewed the information contained within this submittal and requested clarification on a number of items. Subsequently, the revised application was received on January 25.

City Staff has reviewed this information and feels it meets the basic intent of the requirements identified in the Step One application. In addition, the revised application appears to address the concerns raised by several Council members at the initial presentation. Staff requested that the Applicant submit photos of prototypical housing and development styles which may be incorporated into the proposed development. It is our understanding the Applicant will present additional images along with a schematic site plan at the February 3 Council meeting.

Should the Applicant be permitted to proceed to Step Two of the annexation process, several items will warrant further discussion and a detailed analysis by City Staff, the Planning Commission and other governmental agencies.

Consider revised Step One annexation application - John Wieland Homes

January 27, 2005

Page Two

Budget impacts

At present, there are no budgetary impacts associated with this request. Should the process move to Step Two, a significant amount of Staff time, legal fees, advertising costs, and the overall impact to the City's long-range infrastructure and maintenance budget will need to be considered. However, it should be noted that impact fees could be structured and incorporated into the rezoning that would offset some of these costs.

Attachments

**EXCERPT FROM MINUTES
CITY COUNCIL MEETING
OCTOBER 21, 2004**

10-04-03 Consider Step One Annexation Application from John Wieland

Brown noted the additional document on the dais – a memo to City Council from Developmental Services dated October 21, 2004, and the subject “John Wieland Homes Annexation Request, Potential Number of Housing Units Supplemental for the October 21, 2004, Council Meeting.”

City Planner David Rast told Council this was the first foray into the new annexation procedures. John Wieland Homes submitted all the information required in Step One of the process. Rast said Council should consider the application and determine if the application should move forward to Step Two or not.

Dan Fields, vice-president of John Wieland Homes and Neighborhoods, reminded Council they had met in the spring and discussed the possibility of open charettes. Fields clarified that a charrette was a public workshop. Three charettes had been held and attended by over 200 people representing civic groups, neighborhood associations, and various interest groups. Fields noted that some of the items discussed were included in the City’s comprehensive plan. The residents also wanted continued input into the planning after Step One.

Fields summarized that the major components were transportation, better access to businesses and restaurants, the opportunity to coordinate golf cart paths, an improved railroad crossing with the possibility of stopping the train whistle at night, soccer fields, dedicated open space adjacent to the wetlands and Line Creek, boardwalks in the Line Creek area, and protection for the environment. The residents wanted MacDuff Parkway extended, as did the Board of Education. Residents felt the emergency response times would improve if MacDuff Parkway were extended. Fields pointed out that Line Creek was a source of water and was an area to be protected. The land plan made sewer access economically feasible. Access to sewer allowed for more dedicated open space and park area. The open space could be configured as a contiguous piece of land that offered more protection to Line Creek. Other options under consideration included land for churches, senior living spaces to accommodate the City’s changing demographics, and a Main Street/town center area.

Fields said that, by annexing the area, the City could control the development. The zoning allowed multiple uses, which was endorsed by the Atlanta Regional Commission (ARC). Fields said they could only produce a plan to be proud of with the help of the ARC, Georgia Regional Transportation Authority (GRTA), and staff.

Fields continued that approving Step One did not mean Council approved the annexation. They would continue to refine the plan and to work with the residents. Fields said the plan would help address school and traffic issues. He asked Council to approve the Step One application so they could continue to work to come up with a plan that was acceptable to the City, the residents, and to the developers.

Excerpt from minutes

January 27, 2005

Page 2 of 2

Dana Kinzer read a prepared statement, which is included in the official meeting file for this meeting. His statement primarily addressed the extension of MacDuff Parkway and designation of the area as a "Quiet Zone" by CSX Railroad, as well as emergency response times.

Kourajian asked Fields if the Board of Education wanted MacDuff Parkway extended. Fields said the Mayor indicated that the Board of Education had told him they wanted the road extended at one of the charettes. Fields said he had also received calls from the Board of Education and was asked when the road would be extended so they could begin planning for the Centennial elementary school site.

Brown said he had discussed the MacDuff Parkway extension with School Superintendent John DeCotis and three administrators. DeCotis said he supported the extension for another access to the school. Brown said that lengthening the parkway would allow the Board of Education to build the school because there was another access point. Fields said he had spoken with Jerry Whitaker of the Board of Education's administrative staff and Whitaker had indicated they wanted MacDuff Parkway extended. He led Fields to believe that both access points would be used. Kourajian clarified that the access point was at the former COMCAST location. He noted that, in the past, the Board of Education had expressed concern about buses using at-grade crossings. Brown said buses drove over the railroad tracks in the City on Kelly Drive. Rapson clarified that the names being mentioned were administrators, not Board of Education members. Fields said Whitaker was willing to provide a letter from the board, but Fields told Whitaker it was too early in the process to do so.

Kourajian asked about better access to established restaurants. Fields said the residents could take MacDuff Parkway from GA 74 South to GA 54, rather than going through the GA 54/GA 74 intersection. He added that residents could live, work, play, and eat in the same neighborhood, without having to get on either state highway. Kourajian said extending MacDuff Parkway could increase traffic in the area, rather than relieve traffic woes. He said the soccer fields and the town center would draw people to the area, rather than help people get out of the area.

Fields said they were asking Council to approve the application so they could begin traffic studies and find out if the impact would be negative. He said the soccer fields would relieve some of the traffic traveling from Kedron to the soccer fields on Highway 74 South. Brown said they had discussed the GA 54/GA 74 intersection at both charettes. Mitigating structures would not be implemented until 2011 and the extension of MacDuff Parkway could get some of the traffic going to GA 74 South before getting to the worst intersection in the County.

Kourajian agreed, but added more people would use MacDuff Parkway as a cut-through and more people would be attracted to the soccer fields and town center. Fields said they would also get further insight from the ARC and GRTA about the optional traffic flows. Traffic would

Excerpt from minutes

January 27, 2005

Page 3 of 3

increase some, but there would be options for the people who lived there to keep them off the state highways.

Kourajian noted that there had been an annexation plan several years ago that included the entire unincorporated area from the City line to Tyrone. He asked Fields if he had spoken with the other landowners. Kourajian said the area was an unincorporated island. He continued that the remaining land would still be an island if this area were annexed. He asked if the developer had considered developing the entire area, putting a bridge over the railroad tracks, and providing a third entrance. Fields said they had not looked at that recently, but he knew that one landowner had no interest in participating. The Council Members decided that annexation was not in the best interests of the City at that time.

Brown said one owner had clear-cut his property, and the City did not want that land. Brown said the land north of this property would be in the County, but the response times for the County would decrease because they would also use MacDuff Parkway as access.

Kourajian asked Fields if he had discussed the proposed annexation with the County. Rapson said the County could object only if there was a bonafide land use complaint. Meeker said a more intense zoning would be considered a bonafide land use objection. Kourajian asked if proposed annexation was an exercise in futility if the County objected. Fields said that was unknown at this time. Fields said the County's zoning was R-2, one home to every two acres. Brown and Rutherford recalled a court case concerning the County's zoning in which the County agreed to change the zoning for the area from five-acre lots to two-acre lots, but no smaller. Brown said there were also problems with emergency response times. Rutherford said the area was on the edge of the City and there should be step-down density. She pointed out that the lots became larger on the City's other borders.

Kourajian asked Fields if he had considered one house on every two acres and extending the road, which would make everyone happy but the soccer people. Fields said they could look at that option. He continued that, at the charettes, everyone focused on quality. Fields said they were open to working with the City and the residents, and that was why they had not contacted the County officially. Until they had gotten through Step One, there had been no reason to contact the County or think about Step Two.

Fields continued that, by working together, they might be able to build something of high quality. He asked Council again to approve the Step One application and allow the developer to talk with City staff. He said they wanted to build something of minimum impact and maximum value.

Citizens who spoke included Tamara Moore, Wayne Roberts, and Todd Strickland. Their comments included:

Excerpt from minutes

January 27, 2005

Page 4 of 4

- The school could not come in without the road expansion;
- A jewel of a developer would go away and no one knew who might come in next;
- Concern for emergency services and response times;
- Concern that traffic engineers would be the same ones who said Wal-mart and Home Depot would have no traffic impact;
- Concerns about density;
- Need to build and plan development from the inside out, not the outside in;
- Concerns about whether MacDuff Parkway would be two-lane or four-lane road;
- The opportunity to create something to make the City better;
- Mixed-use development was best for place making;
- Key to mixed use was choices, whether to drive, walk, or ride bikes; and
- Focus should be on quality, not just density.

Rapson said he had issues with density. The property was 364.8 acres. He estimated 30% of the property would be used for roads and amenities, which meant 128 homes could be built in the area according to the County's zoning. Rapson said the developer could try approaching the County and asking for help to extend the road. He estimated the cost to extend the road at \$5 million, which should be less than 10% of the cost to put the development into the ground.

Rapson continued that he heard four critical elements during the presentation. The extension of MacDuff Parkway was needed. Rapson agreed that putting the homes on sewer was an environmental plus. The only question would be capacity. Control over the development was important, as were public safety concerns. Rapson said he had heard there would be multi-family and cluster housing and he wanted to know the density, since density impacted the roads, schools, sewer, and public safety. Rapson said there was not enough information in the application, and it would be fine for the developer to resubmit the application. He said he needed to know the developer's commitment to density. Rapson said he was in favor of approaching the County to help extend MacDuff Parkway.

Brown noted that Step One was a general overview of the proposal. Rapson said they had gone to great lengths to discuss the issues. Only three votes were needed to approve the application. Brown said the information Rapson was looking for would be included in Step Two of the process.

Fields said everyone working together could figure out the density and quality issues. He did not want to be locked into density. Fields continued there were a lot of amenities, and he honestly did not know what the density needed to be. They wanted to create a special neighborhood first, then worry about the density. If they did not achieve the quality and density Council was looking for, they could say no to the annexation. Fields said they would continue to hold workshops and keep Council in the loop. Fields asked Council to give them the chance to work with City staff and GRTA.

Excerpt from minutes

January 27, 2005

Page 5 of 5

Rutherford said the West Village included everything from the City to Tyrone and Coweta County. All the landowners needed to be involved. She said she did not have a problem not knowing the density, but she needed to know that more than one piece of property in the area was included. She was concerned that the developer had not talked with the other landowners. She wanted to have the opportunity to see how the whole piece would work for the City. Fields said that perhaps those parcels could be included as they went through the process.

Brown recalled that he railed against the earlier annexation because it was a hodge-podge of everything. He supported the annexation of the Katz property because the developer had done the right thing. When he found out that Wieland had purchased this parcel, he was excited because the developer had the financial wherewithal to pull the project off and had done so elsewhere in the metro area. Brown said the road would give the City access. If the City had the road, then the City could control everything that happened north of the property because it controlled the access.

Brown moved to approve the Step One submittal by Wieland in order to work with staff and take the plan to Step Two. Weed seconded.

Weed said he had been invited to attend the last charette by Dana Kinzer. Fields had also approached him regarding his initial thoughts about the process. Weed said when he ran for office, he committed that he would not support an annexation during his term in office. Weed said he would vote in support of the Step One application, and going forward to Step Two in order to provide more information and get input from staff. The developer had a right to move forward. He would not, however, support the annexation.

The motion failed, 2 (Brown, Weed)-3 (Kourajian, Rapson, Rutherford)

Rapson encouraged Fields to take Council's comments and file an amended application. Meeker said there was nothing in the ordinance to prevent the developer from re-submitting the application. He asked Council to take formal action to allow Fields to resubmit the application. Rapson moved to table the annexation until the developer determined if the application would be resubmitted. Kourajian seconded. The motion carried unanimously.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

FROM: Bernard McMullen 
City Manager

DATE: January 28, 2005

SUBJECT: Discuss Joint Project for Extension of MacDuff Parkway by City,
County, And Developer
February 3, 2005, City Council Agenda

Council Member Rapson requested this item be added to the agenda. Staff will forward information as soon as it is compiled.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

FROM: Bernard McMullen 
City Manager

DATE: January 28, 2005

SUBJECT: Discuss EMS Tax District and Funding of Independent Study
February 3, 2005, City Council Agenda

Council Member Rapson requested this item be added to the agenda. Staff will forward information as soon as it is compiled.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager 
Assistant City Manager 

FROM: City Clerk 

DATE: January 21, 2005

SUBJECT: Alcohol License – NEW – Carrabba's Italian Grill
February 3, 2005, Regular Meeting

Recommendation:

Staff recommends Council consider the attached application for a new alcoholic beverage license.

Discussion:

Carrabba's Italian Grill, 500 Commerce Drive, has submitted an application for a new alcoholic beverage license. Mr. William J. Kado has requested he be appointed as the Licensee. Mr. Michael Benefield has requested he be appointed as the License Representative. Mr. Benefield will attend the meeting on Thursday, February 3rd, to answer any questions you may have.

Budgetary Impact:

The budgetary impact of the alcoholic beverage license will be positive. The applicant will be required to pay the annual fee for a pouring license for distilled spirits, beer, and wine of \$4,500 and \$400 for Sunday Sales.

JSM:pd

Attachments

Receipt # 34815



CITY OF PEACHTREE CITY
151 WILLOWBEND ROAD
PEACHTREE CITY, GA 30269
(770) 487-7657

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

Business Name: CARRABBA'S ITALIAN GRILL	Business Location: 500 COMMERCE DRIVE PEACHTREE CITY, GA 30269	
Nature of Business: FULL SERVICE RESTAURANT	Mailing Address: 500 COMMERCE DRIVE PEACHTREE CITY, GA 30269	Business Phone Number: 770-631-1057
Name of Licensee: WILLIAM J. KADOW CARRABBA'S/GEORGIA-I, LTD. PARTNERSHIP	Home Address: 2202 N. WESTSHORE BLVD. TAMPA, FL. 5TH FLOOR 33607	Home Phone Number: 813-282-1225
Name of License Representative: MICHAEL BENEFIELD	Home Address: 7711 VETERAN'S PARKWAY COLUMBUS, GA 31909 WILL BE RELOCATING TO PEACHTREE CITY GA.	Home Phone Number: 706-662-3252

Retail Consumption Dealer	Retail Package Dealer	Wholesale Dealer
☒ Malt Beverage	☐ Malt Beverage	☐ Malt Beverage
☒ Wine	☐ Wine	☐ Wine
☒ Distilled Spirits	☐ Distilled Spirits	☐ Distilled Spirits

NAME	ADDRESS	PHONE NUMBERS
Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.	Please provide Home Addresses for the Individuals listed:	Please provide Home and Business Phone Numbers for individuals listed:
CARRABBA'S/GEORGIA-I, LTD PARTNERSHIP	2202 N. WESTSHORE BLVD. 5th Floor TAMPA, FL 33607	813-282-1225
WILLIAM J. KADOW - VICE President, CARRABBA'S ITALIAN GRILL, INC.	210 RUFFED GROUSE WAY, DULUTH, GA. 30097	770 997-1375

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

State of Georgia

City of Peachtree City:

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

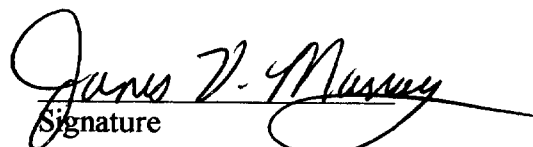
William J. Kadow

Name

210 Ruffed Grouse Way Duluth, GA 30097

Address

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


Signature

1-14-05
Date


Witness

State of Georgia

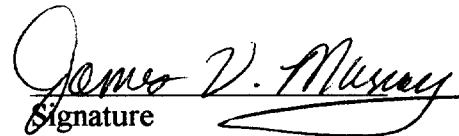
City of Peachtree City:

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

Michael Blake Benefield
Name

3201 1st Ave. #C108 Columbus, GA 31904
Address

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


Signature

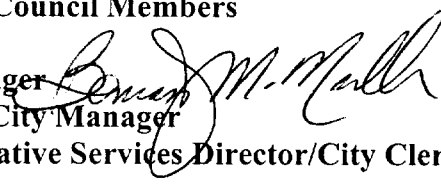
1-14-05
Date


Witness

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 
Assistant City Manager
Administrative Services Director/City Clerk 

FROM: Public Information Officer/Deputy City Clerk 

DATE: January 26, 2005

SUBJECT: Contract with A-Dale Communications for Marketing Brochure
February 3 City Council Meeting

Recommendation: Staff recommends that Council authorize the City Manager to sign the contract with A-Dale Communications for the production of a Peachtree City informational brochure.

Discussion: As you may know, the City of Peachtree City receives a number of inquiries each year (usually 3-5 per week) from prospective residents and businesses for information on the community. However, the City does not have an information piece that gives an overview of the community and its many amenities, including the schools, paths, golf courses, and industrial park. In former years, the developer's Information Center sent out marketing pieces for this type of request, and we now rely on the local real estate offices to provide the limited information pieces available. Since April 2004, mailings have also included copies of the Atlanta Journal-Constitution insert on the City's 45th anniversary, which the newspaper provided to us. To address this lack of marketing materials, \$5,000 was included in the 2005 budget.

In November 2004, staff was approached by representatives of A-Dale Communications, a Danish company, recently expanded into the Atlanta market, that produces 4-color brochures based upon advertising revenue. A sample brochure is attached in electronic format, and hard copies will be available for your review in the Public Information office and at the meeting.

Per the terms of the contract, the City would provide a list of contacts for advertising and provide a letter indicating our support of and intent to distribute the product. A-Dale is responsible for soliciting the ads, copywriting, professional photography, layout, and, following the city's final approval, printing 2,500 copies that the city would receive at no cost. Final publication would depend upon the requisite number of ads being sold, and ad sales would also dictate the length of

the brochure. A-Dale retains ownership of the copy and artwork, but their representatives have agreed to allow the city usage of the verbiage and photography for the Peachtree City web site.

The City may elect to purchase additional copies of the brochure out of the budgeted funds. Additionally, staff intends to offer a partnership option for additional copies to the Peachtree City Tourism Association and the local real estate offices.

Staff has checked with local printers and advertising agencies, none of which have a comparable program. Although there are a couple of advertising-financed publications featuring the south metro area, they focus beyond Peachtree City and are magazine quality versus the high-end brochure that A-Dale provides. Finally, advertising sales of the A-Dale brochure should not impact these publications due to the limited number of ads and the specific focus of the publication.

Staff feels that, through working with A-Dale, we can obtain a high-quality marketing piece for the community, while minimizing the cost in tax dollars and staff time that in-house production or contracting for such a brochure would entail.

Budget Impact: The initial terms of the contract, for the production of 2,500 brochures, will have no budgetary impact. The purchase of additional copies, depending on the number of participating agencies, may incur some costs that would come out of the \$5,000 designated for marketing materials in the 2005 Public Information budget.



A-Dale
COMMUNICATION

CONTRACT TO PRODUCE PRESENTATION BROCHURE

For mutual considerations, receipt and sufficiency of which are hereby acknowledged:

A-Dale Communications, Inc. (A Georgia Corporation hereinafter referred to as ~~✖~~A-Dale~~✖~~) and Dixie Industrial Finishing (hereinafter referred to as ~~✖~~Client~~✖~~)

1. **PRODUCT:** The Presentation Brochure to be produced by A-Dale is a portrait of the client's Company. The same includes illustrations, history, products, organization, employees, as well as the relationship to the client's vendors/suppliers, etc. The client is the decision maker regarding the text and illustrations, all with assistance provided by the writer, art director, and photographer provided by A-Dale. The Presentation Brochure is financed by advertisement. In order to have a viable project, it is necessary to obtain at minimum four modules inside the brochure and ten modules on the back cover.

2. **CANCELLATION:** In the event that an appropriate amount of advertising can not be obtained to cover the cost of production of the Presentation Brochure, this contract may be terminated by either party. A-Dale shall have the discretion to decide when and if advertising sales have been obtained to produce the Presentation Brochure and shall have the discretion to determine when the project may be canceled.

3. **TIME SCHEDULE:** The Presentation Brochures shall be completed within 140 days of the date this contract is executed.

4. **SPECIFICATIONS/PRODUCTION TECHNIQUES:**

- A. Paper quality: 170 gr. Glossy paper.
- B. Presentation Brochure: 4 color, 4 to 74 pages
(Pages vary upon the sale of advertisements).
- C. Format: 11.5 by 8.5 inches.
- D. Copies: 2,500.
- E. Pictures: Maximum 3 per page.
- F. Finance: By ad sales to companies
(vendors/suppliers). List of companies provided by client.

USA Denmark Norway Iceland Germany

A-Dale North America Inc.

International Tower
Suite 1010

229 Peachtree Street, N.E.
Atlanta, GA 30303, U.S.A.

P. +1 (404) 588 9194
F. +1 (404) 588 1589

www.a-dale.com
north-america@a-dale.com



A-Dale
COMMUNICATION

- G. Distribution: Delivery at the address of the client.
- H. Language: English.
- I. Writer: Available at production meeting and at the address of the client + further production.
- J. Art Director: Available at production meeting and at the address of the client + further production.
- K. Photographer: At service at a set date.
- L. Letter to Suppliers: The client will produce a letter to suppliers/vendors. Letter is sent to all prospects on the list. Copy of letter and list is sent to A-Dale.

5. GOVERNING LAW/ARBITRATION: This agreement shall be construed and governed by the law in the State of Georgia, U.S.A. Both A-Dale and client agree to resolve any and all disputes between the parties via binding arbitration. The same shall be conducted in accordance with the rules and regulations promulgated by the American Arbitration Association. Said arbitration shall take place in Macon, Georgia, U.S.A.

So entered into this ____ day of ____, 2004.

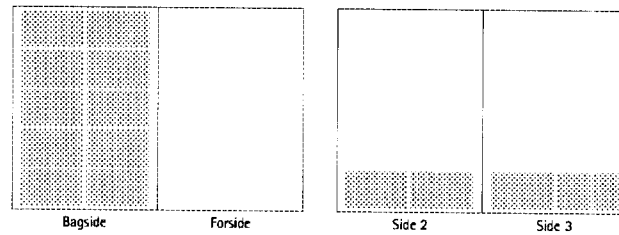
BY: A-Dale Communications, Inc.

BY: Client

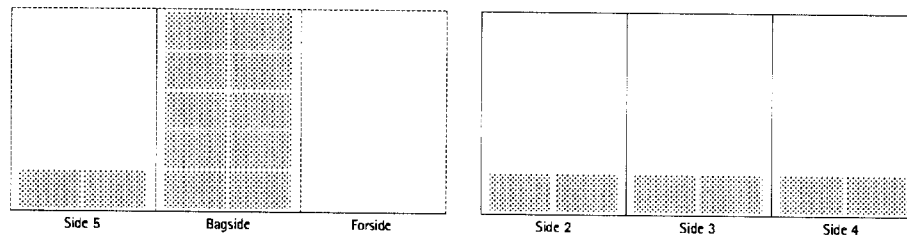
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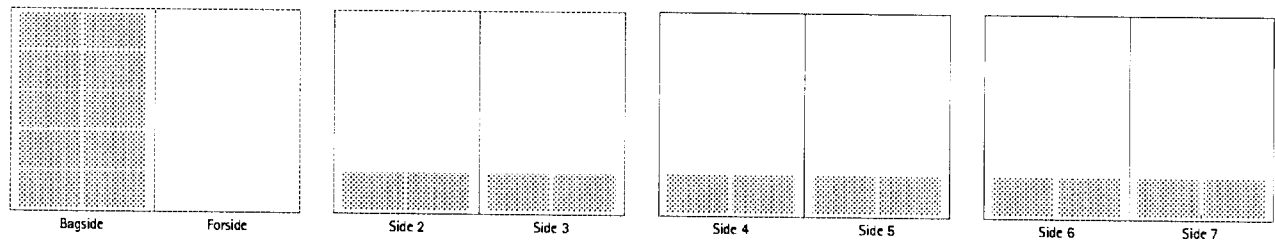
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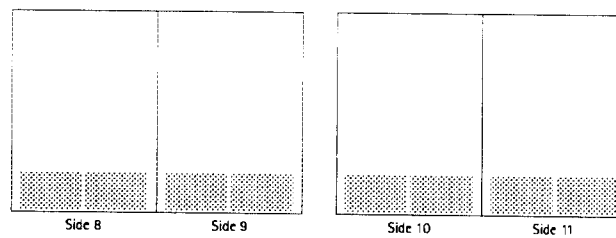
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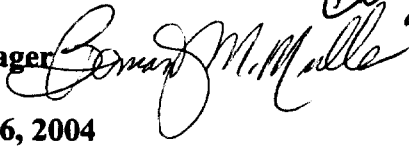


CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

FROM: Developmental Services Director 

VIA: City Manager 

DATE: January 26, 2004

SUBJECT: Soils Compaction Ordinance
February 3, 2005 City Council Agenda

Recommendation:

Approve the attached Soils Compaction Ordinance.

Discussion:

The Ordinance, as requested by the City Council, is in response to a citizen's request for assistance to insure and maintain the quality of work done by contractors. Council directed Staff to work with the City Attorney to develop an ordinance to specifically address the concerns and to insure that footings were built to acceptable standards.

Building Staff worked with the City Attorney and identified standards in use across the country that would be easily understood by the industry. The proposal increases the city's existing standard by assuming less existing soils strength. Generally, more involved structures such as multi-story, stone or brick structures would require an engineering analysis and expanded footings. The significantly larger footings are easily identified during plan review and in the field during the required footing inspection without requiring City staff to make engineering determinations.

Building Staff has reviewed and discussed the concept with other area inspectors, industry representatives, and builders active in Peachtree City.

Budget Impacts:

There are no budget impacts associated with this proposal.

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES
OF THE CITY OF PEACHTREE CITY SO AS TO ADOPT
THE 2000 INTERNATIONAL RESIDENTIAL CODE,
AS AMENDED, IN PART, TO PROVIDE FOR SOILS COMPACTION
STANDARDS; TO PROVIDE FOR AN EFFECTIVE DATE; TO PROVIDE
FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES;
AND FOR OTHER PURPOSES.**

WHEREAS, The City of Peachtree City has adopted the Standard Building Code, 1992 edition, promulgated by the Southern Building Code Congress International, Inc., Birmingham, Alabama, as well as all future editions and supplements; and

WHEREAS, it has come to the attention of the City Council of the City of Peachtree City that there is particular language in the 2000 International Residential Code that provides guidelines for soils tests and presumptive soil bearing values for the design of foundation systems; and

WHEREAS, citizens have requested that the City assist in ensuring that builders and contractors are aware of quality of construction standards when such standards are in use and commonly practiced in the building construction industry; and

WHEREAS, the City of Peachtree City Comprehensive Plan, Planning and Implementation Objective 2c. provides that the City is to continue to update and revise City plans and ordinances to conform and accommodate the "state-of-the-art" development concept; and

WHEREAS, the City Council of the City of Peachtree City has determined it to be in the best interest of the health, safety and welfare of the residents of the City to clarify the guidelines for soils tests and presumptive soil bearing values for the design of foundation systems.

NOW THEREFORE BE IT, AND IT IS HEREBY, ORDAINED:

That Section 18-11 of the Code of Ordinances of the City of Peachtree City, as amended, is hereby further amended by adding a new Section 18-11 to read and to be codified as follows:

Section 18-11. Foundation Soil Compaction. In addition to the Standard Building Code, 1992, and supplements, the City shall rely on the following standards:

(a) The 2000 International Residential Code Section R401.4, as such provision may be amended in the future, which provides the guidelines for soils tests and sets forth the use of presumptive soil bearing values for the design of the foundation systems, shall be applicable on all structures built within the City. Said Section R401.4, as such provision may be amended in the future, is incorporated into this ordinance by express reference as if set forth fully herein verbatim.

(b) The 2000 International Residential Code Section for minimum width of footings as determined by Table R403.1, as such provision may be amended in the future, utilizing the 2000 (psf) load-bearing value of soil shall be applicable on all structures built within the City. Said Table R403.1, as such provision may be amended in the future, is incorporated into this ordinance by express reference as if set forth fully herein verbatim.

(c) The City shall require certified engineering reports for any lots on which fill dirt is used under the footings or the structure located thereon. Such report, certifying that the soils and compaction of the ground are sufficient for the structure to be located thereon, shall be submitted to the City prior to any portion of the foundation being poured on the lot.

(d) The City shall require certified engineering reports for any lots upon which the City determines that the soils on the lot are, in the opinion of the Building Official, questionable as to the ability to support the foundation for any structure located thereon. Such report, certifying that the soils and compaction of the ground are sufficient for the structure to be located thereon, shall be submitted to the City prior to any portion of the foundation being poured on the lot.

(e) The City Building Official shall address this concern at regularly scheduled Builders meetings as part of the City of Peachtree City's ongoing educational outreach program and to include or reference the City standards in publications of the Department.

(f) Enforcement of this section shall be as set forth in Section 18-339 Code of Ordinances of Peachtree City.

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

Done, Ratified, and Passed this _____ day of _____ 2005.

Mayor

Attest: _____
City Clerk

CHAPTER 4 FOUNDATIONS

SECTION R401 GENERAL

R401.1 Application. The provisions of this chapter shall control the design and construction of the foundation and foundation spaces for all buildings. Wood foundations shall be designed and installed in accordance with AF&PA Report No. 7.

Exceptions:

1. The provisions of this chapter shall be permitted to be used for wood foundations only in the following situations:
 - 1.1. In buildings that have no more than two floors and a roof.
 - 1.2. When no dimension in a basement room or crawl space area exceeds the smaller of either the building width or length.
2. In addition to the provisions of this chapter, the design and construction of foundations in areas prone to flooding as established by Table R301.2(1) shall meet the provisions of Section R327.

Wood foundations in Seismic Design Categories D₁ and D₂ shall be designed in accordance with accepted engineering practice.

R401.2 Requirements. Foundation construction shall be capable of accommodating all loads according to Section R301 and of transmitting the resulting loads to the supporting soil. Fill soils that support footings and foundations shall be designed, installed and tested in accordance with accepted engineering practice. Gravel fill used as footings for wood foundations shall comply with Section R403.

R401.3 Drainage. Surface drainage shall be diverted to a storm sewer conveyance or other approved point of collection so as to not create a hazard. Lots shall be graded so as to drain surface water away from foundation walls. The grade away from foundation walls shall fall a minimum of 6 inches (152 mm) within the first 10 feet (3048 mm).

Exception: Where lot lines, walls, slopes or other physical barriers prohibit 6 inches (152 mm) of fall within 10 feet (3048 mm), drains or swales shall be provided to ensure drainage away from the structure.

R401.4 Soil tests. In areas likely to have expansive, compressible, shifting or other unknown soil characteristics, the building official shall determine whether to require a soil test to determine the soil's characteristics at a particular location. This test shall be made by an approved agency using an approved method.

R401.4.1 Geotechnical evaluation. In lieu of a complete geotechnical evaluation, the load-bearing values in Table R401.4.1 shall be assumed.

**TABLE R401.4.1
PRESUMPTIVE LOAD-BEARING VALUES OF
FOUNDATION MATERIALS^a**

CLASS OF MATERIAL	LOAD-BEARING PRESSURE (pounds per square foot)
Crystalline bedrock	12,000
Sedimentary and foliated rock	4,000
Sandy gravel and/or gravel (GW and GP)	3,000
Sand, silty sand, clayey sand, silty gravel and clayey gravel (SW, SP, SM, SC, GM and GC)	2,000
Clay, sandy clay, silty clay, clayey silt, silt and sandy silt (CI, ML, MH and CH)	1,500 ^b

For SI: 1 pound per square foot = 0.0479 kN/m².

- a. When soil tests are required by Section R401.4, the allowable bearing capacities of the soil shall be part of the recommendations.
- b. Where the building official determines that in-place soils with an allowable bearing capacity of less than 1,500 psf are likely to be present at the site, the allowable bearing capacity shall be determined by a soils investigation.

R401.5 Compressible or shifting soil. When top or subsoils are compressible or shifting, such soils shall be removed to a depth and width sufficient to assure stable moisture content in each active zone and shall not be used as fill or stabilized within each active zone by chemical, dewatering, or presaturation.

SECTION R402 MATERIALS

R402.1 Wood foundations. Wood foundation systems shall be designed and installed in accordance with the provisions of this code.

R402.1.1 Fasteners. Fasteners used below grade to attach plywood to the exterior side of exterior basement or crawl-space wall studs, or fasteners used in knee wall construction, shall be of Type 304 or 316 stainless steel. Fasteners used above grade to attach plywood and all lumber-to-lumber fasteners except those used in knee wall construction shall be of Type 304 or 316 stainless steel, silicon bronze, copper, hot-dipped galvanized (zinc coated) steel nails, or hot-tumbled galvanized (zinc coated) steel nails. Electro galvanized steel nails and galvanized (zinc coated) steel staples shall not be permitted.

R402.1.2 Wood treatment. All lumber and plywood shall be treated in accordance with AWPA C22, and shall bear the label of an accredited agency showing 0.60 retention. Where lumber and/or plywood is cut or drilled after treatment, the treated surface shall be field treated with Copper Naphthenate, the concentration of which shall contain a minimum of 2 percent copper metal, by repeated brushing, dipping or soaking until the wood absorbs no more preservative.

TABLE R402.2
MINIMUM SPECIFIED COMPRESSIVE STRENGTH OF CONCRETE

TYPE OR LOCATIONS OF CONCRETE CONSTRUCTION	MINIMUM SPECIFIED COMPRESSIVE STRENGTH ^a (f'_c)		
	Weathering potential ^b		
	Negligible	Moderate	Severe
Basement walls, foundations and other concrete not exposed to the weather	2,500	2,500	2,500 ^c
Basement slabs and interior slabs on grade, except garage floor slabs	2,500	2,500	2,500 ^c
Basement walls, foundation walls, exterior walls and other vertical concrete work exposed to the weather	2,500	3,000 ^d	3,000 ^d
Porches, carport slabs and steps exposed to the weather, and garage floor slabs	2,500	3,000 ^{d,e}	3,500 ^{d,e}

For SI: 1 pound per square inch = 6.895 kPa.

a. At 28 days psi.

b. See Table R301.2(1) for weathering potential.

c. Concrete in these locations that may be subject to freezing and thawing during construction shall be air-entrained concrete in accordance with Footnote d.

d. Concrete shall be air entrained. Total air content (percent by volume of concrete) shall not be less than 5 percent or more than 7 percent.

e. See Section R402.2 for minimum cement content.

TABLE R403.1
MINIMUM WIDTH OF CONCRETE OR MASONRY FOOTINGS (inches)

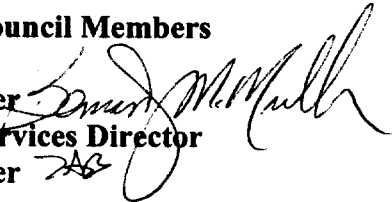
	LOAD-BEARING VALUE OF SOIL (psf)					
	1,500	2,000	2,500	3,000	3,500	4,000
Conventional light-frame construction						
1-story	16	12	10	8	7	6
2-story	19	15	12	10	8	7
3-story	22	17	14	11	10	9
4-inch brick veneer over light frame or 8-inch hollow concrete masonry						
1-story	19	15	12	10	8	7
2-story	25	19	15	13	11	10
3-story	31	23	19	16	13	12
8-inch solid or fully grouted masonry						
1-story	22	17	13	11	10	9
2-story	31	23	19	16	13	12
3-story	40	30	24	20	17	15

For SI: 1 inch = 25.4 mm, 1 pound per square foot = 0.0479 kN/m².

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 
Financial Services Director
City Engineer 

FROM: Developmental Services Director 

DATE: January 27, 2005

SUBJECT: Qk4 - Engineering Services Status Report
February 3, 2005 City Council agenda

Recommendation:

Approve an increase in the Qk4 Master Engineering Services contract limit from \$100,000 to \$300,000.

Discussion:

After a request for qualification process and a review of over twenty proposals, four firms were interviewed and Qk4 was selected. Qk4 provides specific engineering services under a master contract dated May 6, 2004. At that time design services were limited to \$100,000. The City has now required design engineering for a number of projects and has found the services of Qk4 to be highly qualified, thorough and expeditious. The City has also received State/ARC approval for a number of projects identified in the Budget / PIP. With the passage of the SPLOST, engineered plans for best use of these funds is also anticipated. Attached is an accounting of the projects to date and anticipated Engineering Services for an additional \$200,000 in services.

Budget Impact:

Funding for these items is available in the PIP/ SPLOST project budgets and/or the Engineering Department Professional Services line item as approved by the Council.

Attachment

Qk4 ANNUAL CONTRACT TASK ORDERS APPROVED

TO #1 Walt Banks Road Traffic Circle Design

P.O. # 04-60542	Issued 06/04/04	\$ 44,868.66
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TO #2 Kedron Village Traffic Study Reviews

P.O. # Issued	\$ 705.00	
Kedron Data Collection		
P.O.# Issued	\$ 1,314.75	
Kedron Village Meetings		
P.O.# Issued	\$ 1,170.00	
Kedron Village Traffic Study		
P.O. # Issued	\$ 5,160.00	
Kedron Council Meetings		
P.O.# Issued	\$ 1,710.00	
Subtotal	\$ 10,059.75	\$ 10,059.75

TO #3 Loring Lane & Tinsley Mill Traffic Analysis

P.O. # Issued	\$ 2,450.00	\$ 2,450.00
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TO# 4 Meade Field

P.O. # Issued 1/05/05	\$ 26,500.00	\$ 26,500.00
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TO # 5 GDOT Grant Coordination

\$ 4,000.00	<u>\$ 4,000.00</u>
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P.O. # issued \$1,105.00 submitted to date

Total		\$ 87,878.41
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Estimated Additional Design Services

• Transportation Plan	Qk4 Estimate	\$ 30,000.00
• Gateway Bridge Design	Qk4 Estimate	\$ 52,500.00
• Hwy 54W Sidewalk /Multi-use Paths Design	Qk4 Estimate	\$ 67,650.00
• Riley Field Parking Lots Design	Qk4 Estimate	\$ 15,500.00
• Miscellaneous Projects		\$ 34,350.00
Total		\$ 200,000.00

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

FROM: City Planner *David*

VIA: City Manager *Greg McCall*
Financial Services Director *P.S.*
Developmental Services Director *Greg*

DATE: January 27, 2005

SUBJECT: Approval of Project Management Agreement
February 3, 2005 City Council agenda

Recommendation:

Staff recommends that Council authorize the Mayor to sign the Project Management Agreement for the GA 74 North (Market Place/ Westpark) multi-use tunnel.

Discussion:

As a part of the overall Livable Centers Initiative study of the GA 54 West Corridor, a multi-use tunnel connection between the Market Place retail development and the Westpark commercial subdivision was identified as a key component of the overall multi-use path system within this area (Attachment "A"). City Staff requested and received funding through the LCI Construction program to assist in the design and construction of the proposed tunnel. In order to begin the planning and design process, we are required to enter into a Project Management Agreement with GA DOT (Attachment "B").

City Staff has been coordinating with GA DOT's Project Manager for the pending GA 74 widening project as well as property owners on both sides of GA 74 and they are aware of our intent to install a tunnel in this location. We have also contacted GA DOT and have asked them to consider incorporating the design of this tunnel in their construction plans for the road-widening project.

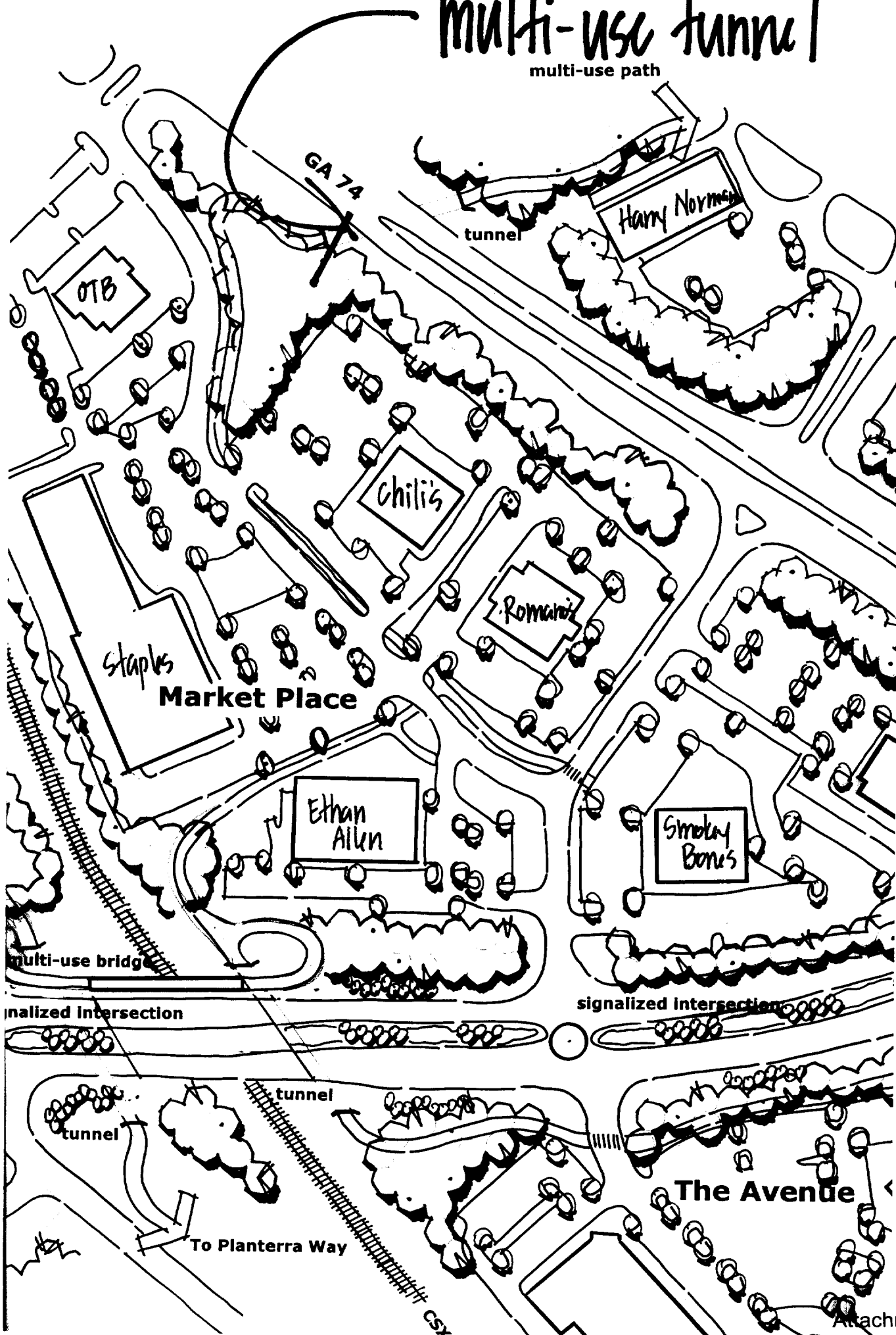
Budget impact:

The total project cost for the GA 74 North (Market Place/ Westpark) multi-use tunnel is estimated to be \$450,000. The grant program will fund 80% of this amount (\$360,000), and the City will be required to fund the remaining 20% (\$90,000). Funding for Planning and Engineering in the amount of \$50,000 is included in the FY06 PIP and funding for construction is included in the FY07 PIP.

Attachment

multi-use tunnel

multi-use path



**AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
AND THE
CITY OF PEACHTREE CITY
FOR
TRANSPORTATION FACILITY IMPROVEMENTS**

This AGREEMENT is made and entered into this _____ day of _____, 2005, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and the City of Peachtree City, acting by and through its Mayor and City Council, hereinafter called the "SPONSOR".

WHEREAS, the SPONSOR has represented to the DEPARTMENT a desire to improve the transportation facility described in **Exhibit A**, attached and incorporated herein by reference and hereinafter referred to as the "PROJECT"; and

WHEREAS, the SPONSOR has represented to the DEPARTMENT a desire to participate in certain activities of the PROJECT as set forth in this AGREEMENT, and the DEPARTMENT has relied upon such representations; and

WHEREAS, the DEPARTMENT has expressed a willingness to participate in certain activities of the PROJECT as set forth in this AGREEMENT.

NOW THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the SPONSOR hereby agree each with the other as follows:

1. The SPONSOR shall contribute to the PROJECT by funding all or certain portions of the PROJECT costs for the preconstruction engineering (design) activities as per Exhibit "A", utility relocations, right of way acquisitions as per a future Right of Way Agreement and construction as per a future Construction Agreement. Expenditures incurred by the SPONSOR and eligible for reimbursement by the DEPARTMENT shall not be considered reimbursable to the SPONSOR until execution of this agreement and written notice to proceed for each phase.

2. The DEPARTMENT shall contribute to the PROJECT by funding all or certain portions of the PROJECT costs for the preconstruction engineering (design) activities as per Exhibit "A", right of way acquisitions as per a future agreement or construction as per a future construction agreement.

3. It is understood and agreed by the DEPARTMENT and the SPONSOR that the funding portion as identified in Exhibit "A" of this agreement only applies to the Preconstruction Engineering Activities. Additional agreements will be required to be executed by the DEPARTMENT and the SPONSOR for the funding portion of subsequent phases.

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

5. The SPONSOR shall Certify that they have read and understands the regulations for "CERTIFICATION OF COMPLIANCES WITH FEDERAL PROCUREMENT REQUIREMENTS, STATE AUDIT REQUIREMENTS, AND FEDERAL AUDIT REQUIREMENTS" as stated in attachment A of this Agreement and will comply in full with said provisions.

6. When applicable engineering invoicing can only be submitted following submittal and acceptance of project milestones. Project milestones are defined as approval of the Concept Report, Completion and verification of the Database Preparation, approval of the Environmental Document, submittal of Preliminary Plans for PFPR, approval of Right of Way plans, and submittal of Final Plans for letting.

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

a. Prepare the PROJECT concept report in accordance with the format used by the DEPARTMENT. The concept for the PROJECT shall be developed to accommodate the future traffic volumes as generated by the SPONSOR as provided for in paragraph 7b and approved by the DEPARTMENT. The concept report shall be approved by the DEPARTMENT prior to the SPONSOR beginning further development of the PROJECT plans. It is recognized by the parties that the approved concept may be modified by the SPONSOR as required by the DEPARTMENT and reapproved by the DEPARTMENT during the course of design due to public input, environmental requirements, or right of way considerations.

b. Develop the PROJECT's base year (year facility is expected to be open to traffic) and design year (base year plus 20 years) traffic volumes. This shall include average daily traffic (ADT) and morning (am) and evening (pm) peak hour volumes. The traffic shall show all through and turning movement volumes at intersections for the ADT and peak hour volumes and shall indicate the percentage of trucks expected on the facility.

c. Validate (check and update) the approved PROJECT concept and prepare a PROJECT Design Book for approval by the DEPARTMENT prior to the beginning of preliminary plans.

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

reevaluations required. The SPONSOR shall submit to the DEPARTMENT all environmental documents and reports for review and approval by the DEPARTMENT and the FHWA.

e. Prepare all public hearing and public information displays and conduct all required public hearings and public information meetings in accordance with DEPARTMENT practice.

f. Perform all surveys, mapping, soil investigation studies and pavement evaluations needed for design of the PROJECT.

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

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

i. Prepare traffic studies, preliminary construction plans including a cost estimate for the Preliminary Field Plan Review, preliminary and final utility plans, preliminary and final right of way plans, staking of the required right of way, and final construction plans including a cost estimate for the Final Field Plan Review, erosion control plans, lighting plans, traffic handling plans, and construction sequence plans and specifications including special provisions for the PROJECT.

j. Provide certification, by a Georgia Registered Professional Engineer, that the construction plans have been prepared under the guidance of the

professional engineer and are in accordance with AASHTO and DEPARTMENT guidelines.

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

8. All Primary Consultant firms hired by the SPONSOR to provide services on the PROJECT shall be prequalified with the DEPARTMENT in the appropriate area-classes. The DEPARTMENT shall, on request, furnish the SPONSOR with a list of prequalified consultant firms in the appropriate area-classes.

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

10. All drafting and design work performed on the project shall be done utilizing Microstation and CAiCE software respectively, and shall be organized as per the Department's guidelines on electronic file management.

11. The DEPARTMENT shall review and has approval authority for all aspects of the PROJECT provided however this review and approval does not relieve the SPONSOR of its responsibilities under the terms of this agreement. The DEPARTMENT will work with the FHWA to obtain all needed approvals with information furnished by the SPONSOR.

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

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

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

15. Upon the SPONSOR's determination of the rights of way required for the PROJECT and the approval of the right of way plans by the DEPARTMENT, the necessary rights of way for the PROJECT shall be acquired by the SPONSOR. Right of way acquisition shall be in accordance with the law and the rules and regulations of the FHWA including, but not limited to, Title 23, United States Code; 23 CFR 710, et. seq., and 49 CFR Part 24, and the rules and regulations of the DEPARTMENT and in accordance with the Contract for the Acquisition of Right of Way to be prepared by the DEPARTMENT and executed between the SPONSOR and the DEPARTMENT prior to the commencement of any right of way activities. Failure of the SPONSOR to follow these requirements may result in the loss of Federal funding for the PROJECT and it

will be the responsibility of the SPONSOR to make up the loss of that funding. All required right of way shall be obtained and cleared of obstructions, including underground storage tanks, prior to advertising the PROJECT for bids. The SPONSOR shall further be responsible for making all changes to the approved right of way plans, as deemed necessary by the DEPARTMENT, for whatever reason, as needed to purchase the right of way or to match actual conditions encountered.

16. Upon completion and approval of the PROJECT plans, certification that all needed rights of way have been obtained and cleared of obstructions, and certification that all needed permits for the PROJECT have been obtained by the SPONSOR, the PROJECT shall be let for construction. The SPONSOR, unless shown otherwise on EXHIBIT A, shall be solely responsible for securing and awarding the construction contract for the PROJECT.

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

18. The SPONSOR agrees that all reports, plans, drawings, studies, specifications, estimates, maps, computations, computer diskettes and printouts, and any other data prepared under the terms of this AGREEMENT shall become the property of the DEPARTMENT if required. This data shall be organized, indexed, bound, and delivered to the DEPARTMENT no later than the advertisement of the PROJECT for letting. The DEPARTMENT shall have the right to use this material without restriction or limitation and without compensation to the SPONSOR.

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

20. Both the SPONSOR and the DEPARTMENT hereby acknowledge that time is of the essence and both parties shall adhere to the priorities established in the approved Transportation Improvement Program/State Transportation Improvement Program (TIP/STIP) or earlier. Furthermore, all parties shall adhere to the detailed project schedule, as approved by the DEPARTMENT. In the completion of respective commitments contained herein, if a change in the schedule is needed, the DEPARTMENT shall have final authority. If, for any reason, the SPONSOR does not produce acceptable deliverables at the milestone dates defined in the current TIP/STIP, or in the approved schedule, the DEPARTMENT reserves the right to delay the

IN WITNESS WHEREOF, the DEPARTMENT and the SPONSOR have caused these presents to be executed under seal by their duly authorized representatives.

RECOMMENDED:

CITY OF PEACHTREE CITY

State Transportation Planning
Administrator

BY: _____
Name
Title

Director, Transportation Planning, Data &
Intermodal Development Division

Signed, sealed and delivered this _____
day of _____, 2005, in the
presence of:

Chief Engineer

Witness

DEPARTMENT OF TRANSPORTATION

Notary Public

BY: _____
Commissioner

This Agreement approved on the
_____ day of _____, 2005.

ATTEST:

Treasurer

City/County Clerk (as appropriate)

REVIEWED AS TO LEGAL FORM:

FEIN: _____

Office of Legal Services

EXHIBIT "A"
0006991 – Fayette County

[illegible]

*** NOTE: LOCALS WILL ONLY BE REIMBURSED 80% OF THE INVOICED AMOUNT UP TO BUT NOT TO EXCEED THE MAXIMUM ALLOWABLE GDOT REIMBURSIBLE AMOUNT.**

ATTACHMENT A

CERTIFICATION OF COMPLIANCES

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

I. PROCUREMENT REQUIREMENTS

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

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

II. STATE AUDIT REQUIREMENT

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

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

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

III. FEDERAL AUDIT REQUIREMENT

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

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

Date

Signature

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 
Developmental Services Director

FROM: City Engineer 

DATE: January 24, 2005

SUBJECT: Tinsley Mill Sewer Rehabilitation Project
February 3, 2005 City Council agenda

Recommendation:

I recommend that the City Council approve the easement requests from the Peachtree City Water and Sewerage Authority (PCWSA) and authorize the Mayor to sign the easements. There are three separate locations where the sewer line crosses City-owned Greenbelt. (See Attachment "A" – "Affected City Property.")

Discussion:

The PCWSA must repair the sewer line shown on Attachment "A" due to its extremely poor condition and low capacity. They have identified this as a high priority project.

Specifically, there are three areas where the sewer line crosses City property. These areas are detailed in the actual sewer easement documents (see Attachments "B," "C," and "D"). Attachment "B" delineates the locations where a permanent easement and temporary easement are needed. Attachments "C" and "D" delineate where temporary easements are needed. The temporary easements are only needed for the construction of this project and they will go away after the project is finished.

The easement documents state that the PCWSA will repair any roads affected by their repairs and they will return the topography to the condition it was prior to the repair.

If the Council and City Attorney agree on signing the easements, I would need signatures on two original copies of each easement agreement. One copy is for our records and one is for the PCWSA.

Budget Impact:

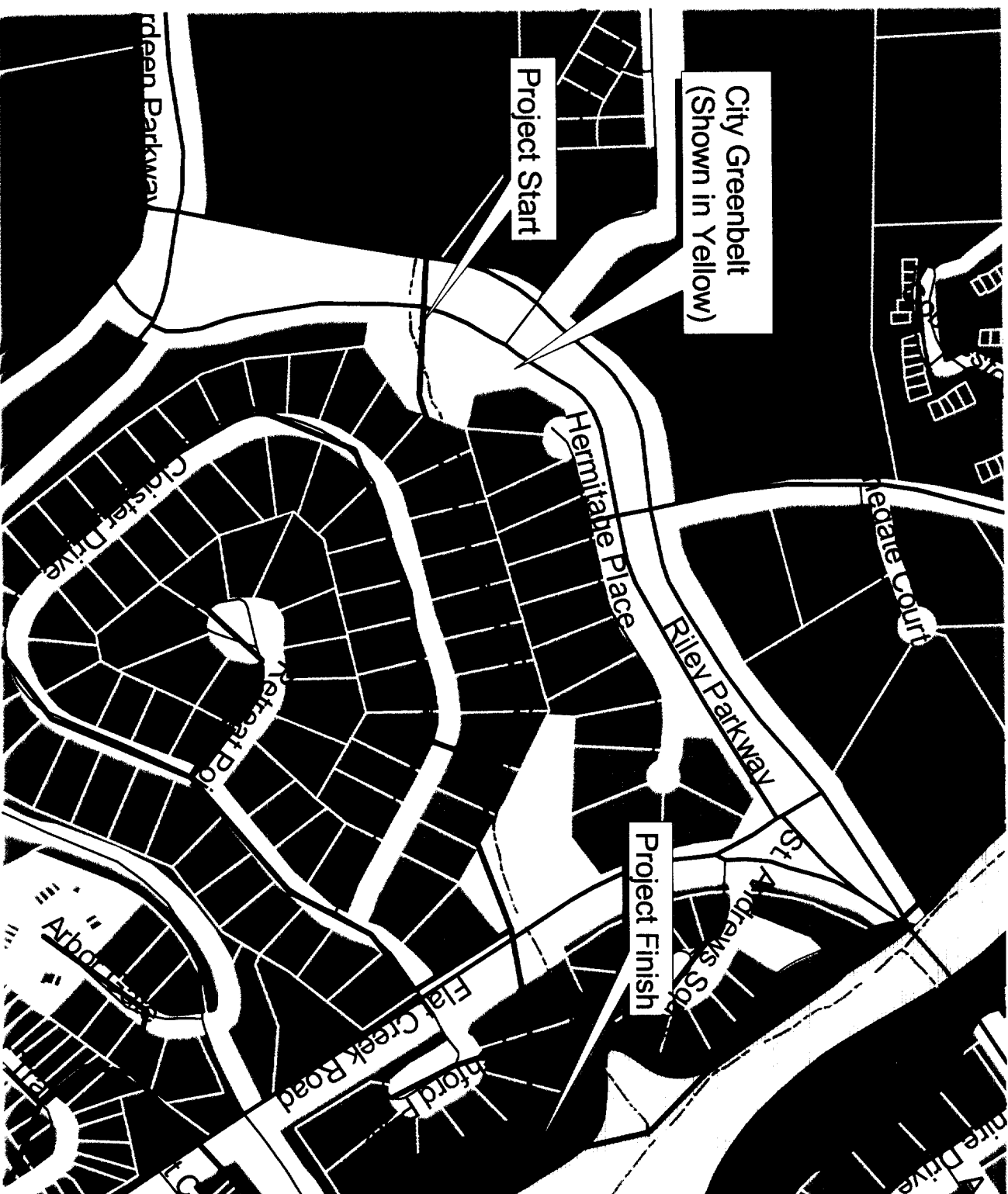
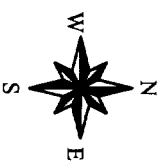
There are no budget impacts associated with this request.

cc: Clyde Stricklin, Developmental Services Director
Bernard McMullen, City Manager
Ted Meeker, City Attorney
file

Attachments

Attachment A

Affected City Property



SANITARY SEWER EASEMENT

THIS Sanitary Sewer Easement is given this _____ day of _____, 2005, by the City of Peachtree City (hereinafter "Grantor") to The Peachtree City Water and Sewerage Authority, a political subdivision of the State of Georgia (hereinafter "Grantee").

WITNESSETH:

WHEREAS, the Grantor is the owner of said property as shown and described in Plat Book 16, Page 175, Fayette County, Georgia, Records; and

WHEREAS, the Grantee has requested that the Grantor grant and convey to the Grantee a temporary construction easement and a permanent easement over, upon, across, under and through a portion of the property of the Grantor for the purpose of constructing, operating, maintaining, repairing, inspecting, and reconstructing sanitary sewer lines and appurtenances and the Grantor has agreed to do so.

NOW, THEREFORE, the Grantor, For and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, has given, granted and conveyed, and by the presents does give, grant, and convey unto the Grantee, its successors and assigns, the temporary and permanent right, privilege and easements to construct, operate, maintain, repair, inspect and reconstruct sanitary sewer lines and appurtenances over, upon, across, under and through the above referenced property of the Grantor, said permanent and temporary easements being described as follows:

PERMANENT EASEMENT: A nonexclusive permanent easement for purposes of constructing, operating, maintaining, repairing, inspecting and reconstructing sanitary sewer lines, together with such pipes, manholes, fittings, fixtures and other accessories as from time to time may be required, and for purposes of inspecting and performing appropriate tests within said permanent easement, including but not limited to, archaeological and environmental studies, and together with the full right of access to and egress from said permanent easements. Said permanent easements consisting of 1,743.72 square feet or 0.0400 acre.

TEMPORARY EASEMENT: A nonexclusive temporary easement for purposes of constructing, and inspecting sanitary sewer lines, together with the full right of access to and egress from said temporary easements. Said temporary easements consisting of 2,435.55 square feet or 0.0559 acre. The temporary easement shall remain in effect only until the construction of the Tinsley Mill Sewer Rehabilitation project is complete, after which it will become null and void.

Said permanent and temporary easements being shown on the Easement Plat for Peachtree City Water & Sewerage Authority dated January 10, 2005 prepared by W.D. Gray and Associates, Inc. attached hereto as Exhibit A and made a part hereof.

The Grantee agrees to restore the topography of said easement area after installation of the sewer lines and appurtenances to as near as possible to the same condition as existed before said installation.

The Grantor shall have the right to pass over and upon said permanent easement with appropriate roadways for the full use of their property, provided, however that the construction, maintenance and use of said roadways shall in no way interfere with the sewer lines and appurtenances constructed within said easement. As to paved roads, the Grantee, in future repairs or maintenance of said sewer lines and appurtenances, shall only be responsible for regravelling, tamping and patching the portion of said paved roads disturbed by such work. As to non-paved roads, the Grantee shall only be responsible for regravelling and tamping in connection with any repairs or maintenance.

The Grantor shall not construct any permanent structure that would interfere with the maintenance or repair of the sanitary sewer in the permanent easement or place any additional fill within the permanent easement, without permission of the Grantee and shall not allow any additional utilities within the permanent easement except with approval of the Grantee.

TO HAVE AND TO HOLD said permanent easement unto said Grantee, its successors and assigns, upon the terms and for the time periods set forth above.

The Grantor covenants to and with the Grantee, its successors and assigns, that the Grantor is lawfully seized in fee simple of said lands and premises and has full right and power to convey these easements to the Grantee, and that said lands and promises are free from any and all encumbrances, and that they will and their successors and assigns shall forever warrant and defend the title to said easements unto the Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals or, if corporate, have caused this document to be executed by its duly authorized officers and its seal to be hereunto affixed, as of this day and the year first above written.

ATTEST:

By: _____
Printed Name

Signature

OWNER:

By: _____
Printed Name

Signature

NOTARY:

Printed Name

My Commission Expires

SEAL

By: _____
Printed Name

Signature

THE COVENTRY III (CITY GREENBELT)

EASEMENT PLAT FOR:
**PEACHTREE CITY WATER &
SEWERAGE AUTHORITY**

LAND LOT 131, 7TH DISTRICT
FAYETTE COUNTY, GA.
NOT TO SCALE
DATE: JANUARY 10, 2005



NORTH BASED ON
SUBDIVISION PLAT
PLAT BOOK 15,
PAGE 175

**HERMITAGE PLACE
50' R/W**

LOT 79
THE
COVENTRY
III

LOT 78
THE
COVENTRY
III

LOT 77
THE COVENTRY III

LOT 30
THE COVENTRY

30' TEMPORARY
CONSTRUCTION
EASEMENT
LOT 29
THE COVENTRY II

LOT 28
THE COVENTRY II

LOT 27
THE COVENTRY II

**CITY GREENBELT
1.861 AC.**

LOT 26
THE COVENTRY II

TOTAL AREA NEEDED FOR
PERMANENT EASEMENT:
1743.72 SQ. FT.
(0.0400 ACRE)

TOTAL AREA OF OLD
EASEMENT TO REMAIN
IN PERMANENT EASEMENT:
3451.71 SQ. FT.
(0.0792 ACRE)

TOTAL AREA OF OLD
EASEMENT TO BE
ABANDONED:
1427.85 SQ. FT.
(0.0326 ACRE)

TOTAL AREA NEEDED FOR
TEMPORARY CONSTRUCTION
EASEMENT:
2438.55 SQ. FT.
(0.0558 ACRE)

LINE	ARC	CHORD BEARING	CHORD	RADIUS
C1	20.34	N15°04'35"E	20.34'	362.96'

LINE	BEARING	DISTANCE
L1	N27°43'42"W	23.70'
L2	S85°17'08"E	125.36'
L3	S74°24'00"W	1.04'
L4	S83°02'23"W	97.06'
L5	N85°17'08"W	16.85'
L6	S85°17'16"E	77.83'
L7	N85°17'08"W	94.21'
L8	N83°02'23"E	97.06'
L9	N74°24'00"E	46.12'
L10	S29°00'00"W	28.09'
L11	S74°24'00"W	28.94'
L12	N85°17'08"W	98.61'
L13	S85°17'08"E	23.70'
L14	S27°43'42"E	3.60'
L15	N83°02'23"E	15.03'
L16	S83°02'23"W	125.62'
L17	N27°43'42"W	30.12'

W.D. GRAY

AND ASSOCIATES, INC. Land Surveyors - Planners

103 Westpark Drive Suite C Peachtree City, 30269
PH. 770-486-7552 Fax. 770-486-0496 Job No. 0407004

DRAWING NOT TO SCALE

SANITARY SEWER EASEMENT

THIS Sanitary Sewer Easement is given this _____ day of _____, 2005, by the City of Peachtree City (hereinafter "Grantor") to The Peachtree City Water and Sewerage Authority, a political subdivision of the State of Georgia (hereinafter "Grantee").

WITNESSETH:

WHEREAS, the Grantor is the owner of said property as shown and described in Plat Book 20, Page 149-150, Fayette County, Georgia, Records; and

WHEREAS, the Grantee has requested that the Grantor grant and convey to the Grantee a temporary construction easement over, upon, across, under and through a portion of the property of the Grantor for the purpose of constructing, operating, maintaining, repairing, inspecting, and reconstructing sanitary sewer lines and appurtenances and the Grantor has agreed to do so.

NOW, THEREFORE, the Grantor, For and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, has given, granted and conveyed, and by the presents does give, grant, and convey unto the Grantee, its successors and assigns, the temporary right, privilege and easements to construct, operate, maintain, repair, inspect and reconstruct sanitary sewer lines and appurtenances over, upon, across, under and through the above referenced property of the Grantor, said temporary easements being described as follows:

TEMPORARY EASEMENT: A nonexclusive temporary easement for purposes of constructing and inspecting sanitary sewer lines, together with the full right of access to and egress from said temporary easements. Said temporary easements consisting of 256.27 square feet or 0.0059 acre. The temporary easement shall remain in effect only until the construction of the Tinsley Mill Sewer Rehabilitation project is complete, after which it will become null and void.

Said temporary easements being shown on the Easement Plat for Peachtree City Water & Sewerage Authority dated January 10, 2005, prepared by W.D. Gray and Associates, Inc. attached hereto as Exhibit A and made a part hereof.

The Grantee agrees to restore the topography of said easement area after installation of the sewer lines and appurtenances to, as near as possible, the same condition as existed before said installation.

The Grantor shall have the right to pass over and upon said permanent easement with appropriate roadways for the full use of their property, provided, however, that the construction, maintenance and use of said roadways shall in no way interfere with the sewer lines and appurtenances constructed within said easement. As to paved roads, the Grantee, in future repairs or maintenance of said sewer lines and appurtenances, shall only be responsible for regaveling, tamping and patching the portion of said paved roads disturbed by such work. As to

non-paved roads, the Grantee shall only be responsible for regravelling and tamping in connection with any repairs or maintenance.

The Grantor shall not construct any permanent structure that would interfere with the maintenance or repair of the sanitary sewer in the permanent easement or place any additional fill within the permanent easement without permission of the Grantee and shall not allow any additional utilities within the permanent easement except with approval of the Grantee.

TO HAVE AND TO HOLD said permanent easement unto said Grantee, its successors and assigns, upon the terms and for the time periods set forth above.

The Grantor covenants to and with the Grantee, its successors and assigns, that the Grantor is lawfully seized in fee simple of said lands and premises and has full right and power to convey these easements to the Grantee, and that said lands and promises are free from any and all encumbrances, and that they will and their successors and assigns shall forever warrant and defend the title to said easements unto the Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals or, if corporate, have caused this document to be executed by its duly authorized officers and its seal to be hereunto affixed, as of this day and the year first above written.

ATTEST:

By: _____
Printed Name

Signature

OWNER:

By: _____
Printed Name

Signature

NOTARY:

Printed Name

My Commission Expires

By: _____
Printed Name

Signature

SEAL

NORTH BASED
ON SUBDIVISION
PLAT

TOP CREEK BANK

30' TEMPORARY
CONSTRUCTION
EASEMENT

TOP CREEK BANK

LOT 1
N/F
James R. &
Ann M. Jinks

LOT 2
N/F
Harold E. &
Caroline L. Price

FLAT CREEK RD
80' R/W

ASHFORD PARK DRIVE
50' R/W

City of Peachtree City

N68°25'08"E
25.39'

N31°22'21"W
300.36'

S31°22'21"E
277.01'

S75°50'23"E
26.69'

S58°38'59"W
43.72'

LINE BEARING DISTANCE

L1	N31°22'21"W	5.12'
L2	N71°07'03"E	25.63'
L3	S31°22'21"E	5.12'
L4	S71°07'03"W	25.63'
L5	N31°22'21"W	5.12'
L6	N71°07'03"E	25.63'
L7	S31°22'21"E	5.12'
L8	S71°07'03"W	25.63'
L9	N31°22'21"W	20.48'
L10	S31°22'21"E	20.48'

GEORGIA
REGISTERED
No. 2343
PERRY C. SHIMSHICK
SURVEYOR

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

TOTAL AREA NEEDED FOR TEMPORARY CONSTRUCTION EASEMENT:
256.27 SQ. FT.
(0.0059 ACRE)

TOTAL AREA OF PERMANENT EASEMENT:
512.53 SQ. FT.
(0.0118 ACRE)

LINE	BEARING	DISTANCE
L1	N31°22'21"W	5.12'
L2	N71°07'03"E	25.63'
L3	S31°22'21"E	5.12'
L4	S71°07'03"W	25.63'
L5	N31°22'21"W	5.12'
L6	N71°07'03"E	25.63'
L7	S31°22'21"E	5.12'
L8	S71°07'03"W	25.63'
L9	N31°22'21"W	20.48'
L10	S31°22'21"E	20.48'

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

**TOTAL AREA NEEDED FOR
TEMPORARY CONSTRUCTION
EASEMENT:**
256.27 SQ. FT.
(0.0059 ACRE)

TOTAL AREA OF
PERMANENT EASEMENT:
512.53 SQ. FT.
(0.0118 ACRE)

EASEMENT PLAT FOR:
PEACHTREE CITY WATER & SEWERAGE AUTHORITY

SUBDIVISION: CITY GREENBELT

P.B. 20, PG. 149-150

LOT:	LAND LOT: 126	DATE: 01-10-05
BLOCK:	DISTRICT: 7TH	REV:
SCALE: 1" = 50'	COUNTY: FAYETTE, GA.	JOB NO.: 0407004

**W.D. Gray and
Associates, Inc.**

land surveyors - planners

103 WESTPARK DRIVE SUITE C PEACHTREE CITY
PH. 770-486-7552 FAX 770-486-0496

SANITARY SEWER EASEMENT

THIS Sanitary Sewer Easement is given this _____ day of _____, 2005, by the City of Peachtree City (hereinafter "Grantor") to The Peachtree City Water and Sewerage Authority, a political subdivision of the State of Georgia (hereinafter "Grantee").

WITNESSETH:

WHEREAS, the Grantor is the owner of said property as shown and described in Plat Book 16, Page 175, Fayette County, Georgia, Records; and

WHEREAS, the Grantee has requested that the Grantor grant and convey to the Grantee a temporary construction easement over, upon, across, under and through a portion of the property of the Grantor for the purpose of constructing, operating, maintaining, repairing, inspecting, and reconstructing sanitary sewer lines and appurtenances and the Grantor has agreed to do so.

NOW, THEREFORE, the Grantor, For and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, has given, granted and conveyed, and by the presents does give, grant, and convey unto the Grantee, its successors and assigns, the temporary right, privilege and easements to construct, operate, maintain, repair, inspect and reconstruct sanitary sewer lines and appurtenances over, upon, across, under and through the above referenced property of the Grantor, said temporary easements being described as follows:

TEMPORARY EASEMENT: A nonexclusive temporary easement for purposes of constructing and inspecting sanitary sewer lines, together with the full right of access to and egress from said temporary easements. Said temporary easements consisting of 1,101.17 square feet or 0.0253 acre. The temporary easement shall remain in effect only until the construction of the Tinsley Mill Sewer Rehabilitation project is complete, after which it will become null and void.

Said temporary easements being shown on the Easement Plat for Peachtree City Water & Sewerage Authority dated January 10, 2005, prepared by W.D. Gray and Associates, Inc. attached hereto as Exhibit A and made a part hereof.

The Grantee agrees to restore the topography of said easement area after installation of the sewer lines and appurtenances to, as near as possible, the same condition as existed before said installation.

The Grantor shall have the right to pass over and upon said permanent easement with appropriate roadways for the full use of their property, provided, however, that the construction, maintenance and use of said roadways shall in no way interfere with the sewer lines and appurtenances constructed within said easement. As to paved roads, the Grantee, in future repairs or maintenance of said sewer lines and appurtenances, shall only be responsible for regravelling, tamping and patching the portion of said paved roads disturbed by such work. As to

non-paved roads, the Grantee shall only be responsible for regravelling and tamping in connection with any repairs or maintenance.

The Grantor shall not construct any permanent structure that would interfere with the maintenance or repair of the sanitary sewer in the permanent easement or place any additional fill within the permanent easement, without permission of the Grantee and shall not allow any additional utilities within the permanent easement except with approval of the Grantee.

TO HAVE AND TO HOLD said permanent easement unto said Grantee, its successors and assigns, upon the terms and for the time periods set forth above.

The Grantor covenants to and with the Grantee, its successors and assigns, that the Grantor is lawfully seized in fee simple of said lands and premises and has full right and power to convey these easements to the Grantee, and that said lands and promises are free from any and all encumbrances, and that they will and their successors and assigns shall forever warrant and defend the title to said easements unto the Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals or, if corporate, have caused this document to be executed by its duly authorized officers and its seal to be hereunto affixed, as of this day and the year first above written.

ATTEST:

By: _____
Printed Name

Signature

NOTARY:

Printed Name

My Commission Expires

SEAL

OWNER:

By: _____
Printed Name

Signature

By: _____
Printed Name

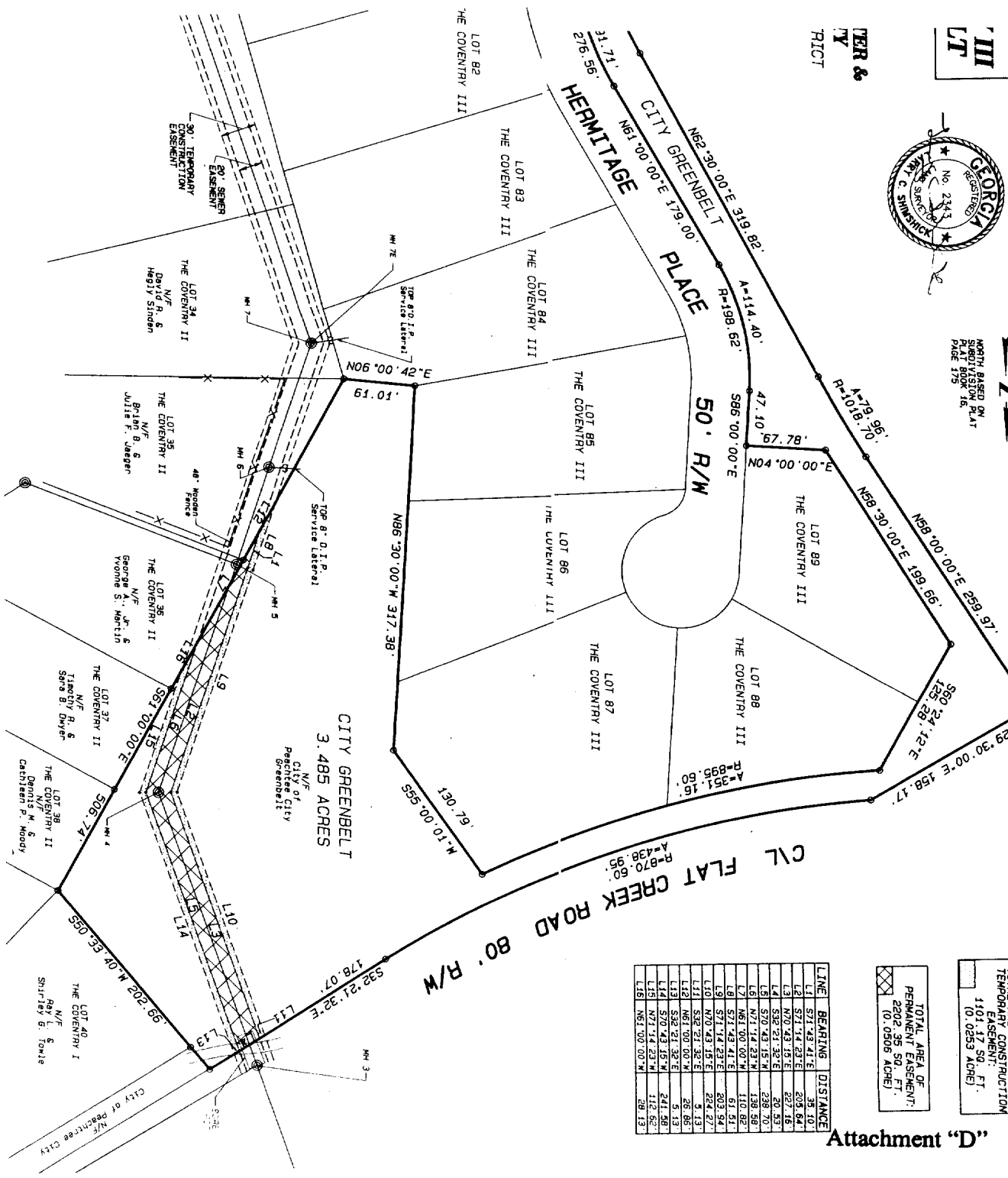
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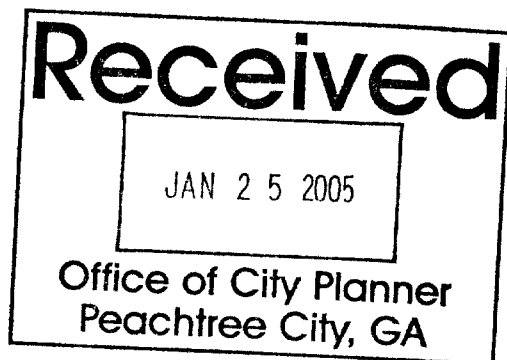
LINE	BEARING	DISTANCE
L1	S71.43.41"E	38.10
L2	S71.14.23"E	203.64
L3	N70.43.19"E	227.16
L4	S32.21.32"E	20.53
L5	S70.43.15"W	238.70
L6	N71.14.23"W	138.58
L7	N61.00.00"W	110.82
L8	S71.43.41"E	61.31
L9	S71.14.23"E	203.34
L10	N70.43.19"E	224.42
L11	S32.21.32"E	20.53
L12	S32.21.32"E	5.13
L13	S70.43.15"W	241.88
L14	N71.14.23"W	112.52
L15	N61.00.00"W	28.13

TOTAL AREA OF
PERMANENT EASEMENT:
2202.35 SQ. FT.
(0.0506 ACRE)

TOTAL AREA NEEDED FOR
TEMPORARY CONSTRUCTION
1101.17 SQ. FT.
(0.0253 ACRE)

Annexation Application Step 1

City of Peachtree City
City Council Meeting
February 3, 2005



John Wickham

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**ZONING MAP
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SECTION I

CONTACT INFORMATION

Applicant: John Wieland Homes and Neighborhoods, Inc

Address: 1950 Sullivan Road
Atlanta, GA 30337

Contact Person: Dan Fields
Vice President

Telephone Number: (770) 703-2140

Submitted By: Dan Fields

SECTION II

PROJECT INFORMATION

The approximately 360-acre annexation project is located in Land Lots 164, 165, 166, 184, 185 and 186 of the 7th District of Fayette County, Georgia. The property is currently zoned R-70, which permits a residential density of 2 homes per acre, and the County's Land Use designation is Low Density Residential. An additional 88-acre parcel is also part of the proposed project located in the city limits of Peachtree City, Georgia located in Land Lots 156, 157 and 158. This parcel is currently zoned GI General Industrial, and the Land Use Plan designates this area as IND Industrial.

LOCATION OF PROPERTY

The project is located north of Chadworth at Ashton Reserve, Centennial and the future Centennial Elementary School site and east of Highway 74. Line Creek abuts the western boundary of the property and separates unincorporated Fayette County from Coweta County.

BRIEF DESCRIPTION OF PROPOSED PROJECT

The Applicant desires to work with the City Council, Planning Commission, Planning Staff, and Design professionals to emphasize the creation of a mixed-use community that will contain transportation choices and provide a wide range of housing opportunities. Throughout the metro Atlanta area, the Applicant's neighborhoods have been sited by the Atlanta Regional Commission's "positive examples of smart growth." In order to ensure the Applicant meets the expectations of Peachtree City, a complete market study is being conducted to ensure the appropriate components and housing mix are included.

It is anticipated that the project will be designed to include pocket parks, recreational areas, open space areas and other planning techniques that make the task easier to preserve recreational greenspace and the creation of civic parks.

HOUSING

Consistent with the overall goals of the City, the Applicant intends to provide a broad range of housing opportunities. The Applicant anticipates an overall density of approximately 1.8 residential units per acre. The Centennial neighborhood, which is located immediately south of the proposed project, was approved with 350 residential dwelling units on 182.3 acres, for a net density of 1.9 units per acre. A diverse range of housing types and price points will be discussed and presented for Step 2. However, for planning purposes, the following housing types will be considered:

- Single Family Homes (attached garage) from 3400 to 4000 square feet.
- Single Family Homes (attached garage) from 2800 to 3400 square feet.
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- Townhomes (attached garage) all widths
- Multi-family (including condos)
- Live / work units centered on a village green concept
- Senior Living component
- Workforce housing for municipal workers

A Concept Land Plan and photo imagery of potential home styles and development patterns will be presented at the February 3rd meeting.

COMMERCIAL

The Applicant has hired Robert Charles Lesser to conduct a detailed study, which has identified gaps in the commercial market currently underserved in the four established village centers. It has been suggested that smaller retail parcels be located near the SR 74 and MacDuff Parkway intersection, and such retail should be limited to neighborhood retail uses. Additional Class “A” office space has been suggested within the proposed village retail area. This area is located within the city limits and is zoned GI General Industrial. There are no plans for a major retail center or an area designated for large or small box retail development. Rather, the neighborhood retail area will be similar in nature to the mixed-use development in downtown Smyrna.

ECONOMIC DEVELOPMENT

It is anticipated that the completed mixed-use of residential, office and retail space will provide the city increased property values providing the city over \$500,000 annually in additional property tax revenue.

The impact on city services, such as police and safety, will be minimal. A fire station site was previously donated by the Applicant. The extension of MacDuff Parkway should also improve response time to the overall west side of GA 74.

TRANSPORTATION

It is our hope that the completion of MacDuff Parkway will assist in mitigating the increase in traffic congestion within the GA 54 West corridor as well as the of GA 54/ 74 intersection. By providing neighborhood shops for citizens living west of Highway 74 and promoting a live/work/play environment, the Applicant believes the annexation will have minimal impact on GA Highways 74 and 54. As a part of the Step Two process, the Applicant will commit to conducting a detailed traffic study to evaluate the impact of the project.

In addition, a preliminary meeting has already taken place with representatives from the Georgia Department of Transportation, Fayette County and CSX. regarding the proposed at-grade crossing adjacent to the Comcast building. The results of the meetings have been positive and there have been commitments to work together to provide a safe intersection. Additionally, safety studies will be referenced and completed to ensure highest safety standards are met for the railroad crossing (<http://safetydata.fra.dot.gov/officeofsafety>).

As requested by Council, the Applicant has contacted owners north of the Property. Should

the annexation be approved, the Applicant is willing to provide for the extension of the parkway north of the Property. We will continue to work with those property owners regarding the potential access to a bridged crossing.

New multi-use paths will be linked to existing multi-use paths throughout the neighborhood, and the Applicant will work with City Staff to ensure the proposed path system connects into the proposed path system associated with the GA 54 West/ Livable Centers Initiative project. The development and implementation of a comprehensive multi-use path system will encourage the use of golf carts, bicycling and walking to reach areas within the proposed development as opposed to traveling by automobile.

RECREATION

Should this application move forward, the Applicant will design, construct and donate at no cost to the City up to four recreation fields for the purpose of providing recreational greenspace. During the study period, we will work with the Recreation Commission on the design of the fields. Other neighborhood amenities may include a clubhouse, swimming pool, pocket parks, jogging, biking and nature observation areas.

LAND USE

The 88 acres located within the city limits are currently zoned industrial. The 360 acres located in unincorporated Fayette County are zoned R-70 and would allow minimum two-acre lots on septic tanks. Annexation will allow the City to meet its goal of “following the village concept” while preserving adequate open space along the City’s borders.

Dating as far back as 1985, the City’s Land Use Plan has recommended that the land-locked property located in unincorporated Fayette County between Peachtree City and Tyrone “be examined for possible annexation by Peachtree City.”

NATURAL RESOURCES

The Line Creek water recharge area is the source of Lake McIntosh – the future water reservoir planned south of GA 54 straddling Fayette and Coweta Counties. Planning will include input from professionals regarding water quality protection, flood protection and wetlands protection. The final concept should include adequate open space to protect the streams.

Should the property be developed in unincorporated Fayette County, each lot will be served by individual septic systems. Development within Peachtree City will allow all residential, retail and commercial sites to be interconnected with the City’s sanitary sewer system. The applicant has an agreement with the Water and Sewerage Authority for capacity of the proposed development.

COMMUNITY SERVICES AND FACILITIES

In addition to civic parks and spaces, a church site may be identified within the project. It is anticipated that safety grades will improve with the extension of MacDuff Parkway. The Applicant has met with representatives from the Fayette County Board of Education and they have expressed their reluctance to construct Centennial Elementary School until MacDuff Parkway has been

extended to GA 74 (see attached letter)

COMMUNITY AESTHETICS

During the planning charette process, detailed streetscape and architectural design were discussed. Based on the input received, a plan will be designed to maximize the aesthetic quality of the neighborhood. Conceptual photos will be presented at the February 3rd City Council meeting.

PLANNING

The Applicant has hosted several planning charettes. These meetings, designed to encourage citizen input throughout the city, brought together the staff, annexation committee, churches, citizens, seniors, realtors, adjacent property owners, land planning specialists and other interested parties in an effort to collaborate on the future of this area should it be annexed into Peachtree City. Cooperation between the staff and our professional team will allow us to develop a clear understanding of the annexation proposal, the goals and limitations, and how these might fit the City's desires. The community's input is critical in developing a realistic, creative proposal which is at the same time economically feasible. By working with the professional team that has been assembled by the Applicant and staff, the Applicant hopes to bring a host of valuable ideas to a tangible design quickly. The concept design that will be presented at the February 3rd City Council meeting is intended to be illustrative only and the Applicant looks forward to additional comments from staff regarding the final plan that will be submitted as part of the annexation process - Step 2.



FAYETTE COUNTY BOARD OF EDUCATION

Exhibit "A"

210 Stonewall Avenue West
P.O. Box 879
Fayetteville, Georgia 30214-0879
Phone: 770-460-3535
Fax: 770-460-8191

Board Members
Terri Smith, *Chair*
Marion Key, *Vice Chair*
Greg Powers
Janet Smola
Lee Wright

Dr. John D. DeCotis, EdD
Superintendent

"Where Excellence Counts"

January 7, 2005

Mr. Dan Fields
Vice President
John Wieland Homes and Neighborhoods
1950 Sullivan Road
Atlanta, Georgia
30337

Dear Mr. Fields,

The citizens of Fayette County passed a Bond Issue for new schools this past year and we are in the planning stages for the location of the Elementary Schools that were included in the Bond Issue.

The property that was donated by John Wieland Homes and Neighborhoods for an Elementary School on McDuff Parkway could be considered as a potential site for a new school if McDuff Parkway was completed. Currently the location only provides one way to exit the students in the event of an accident on Highway 54.

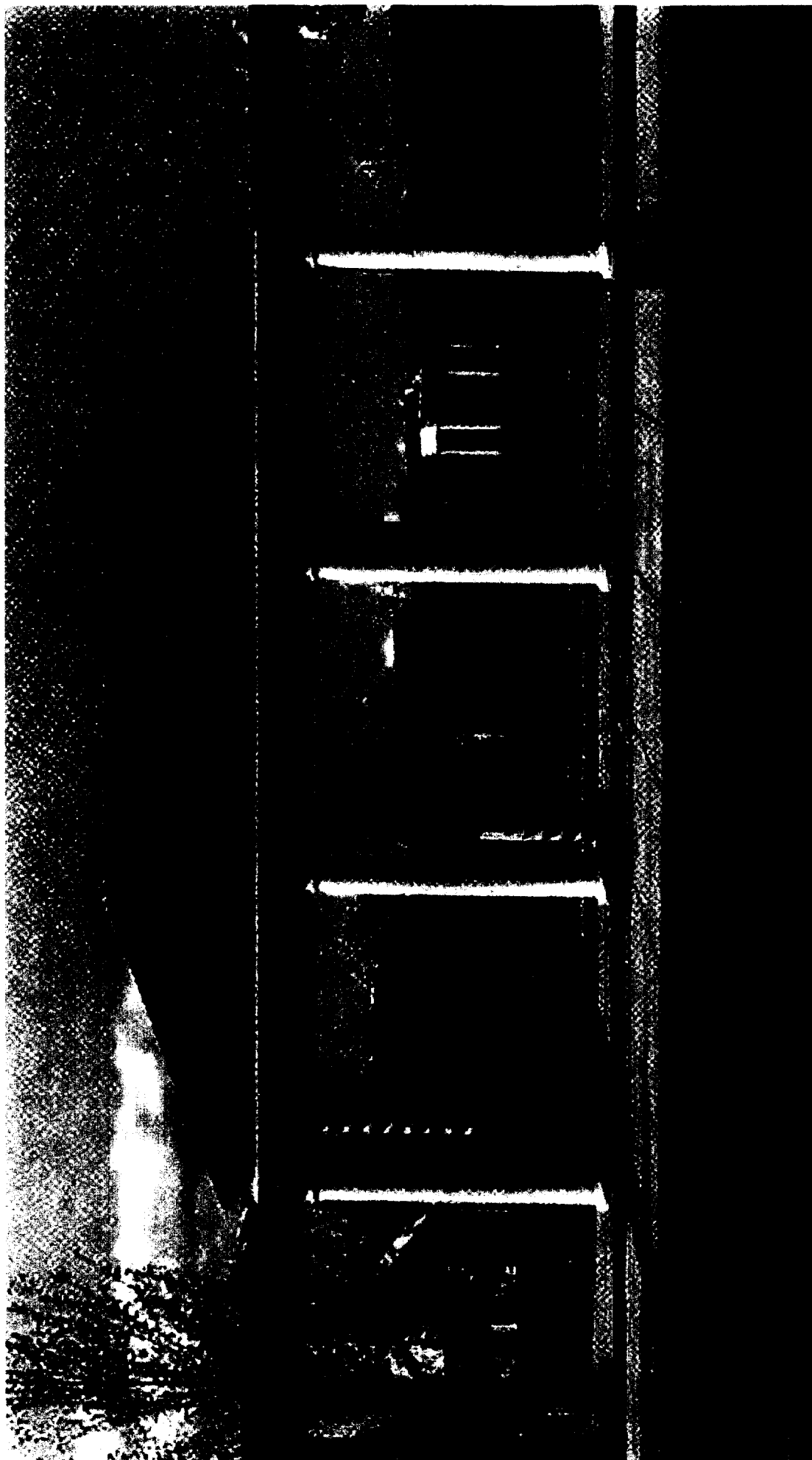
As a result of this Emergency Exit problem, the site can not be considered at this time.

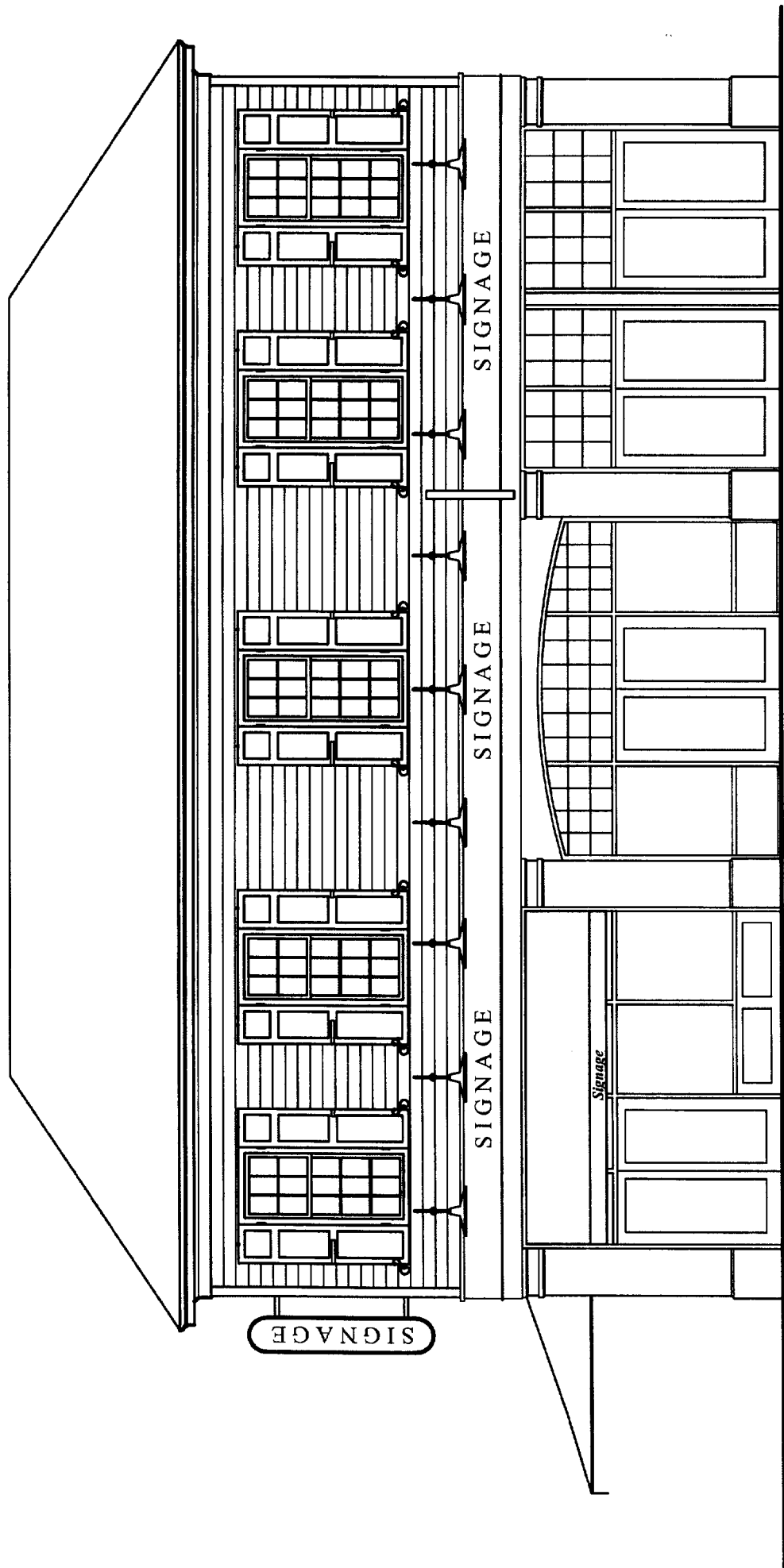
In the event you are in a position to complete McDuff Parkway in the future we will be favor of this action.

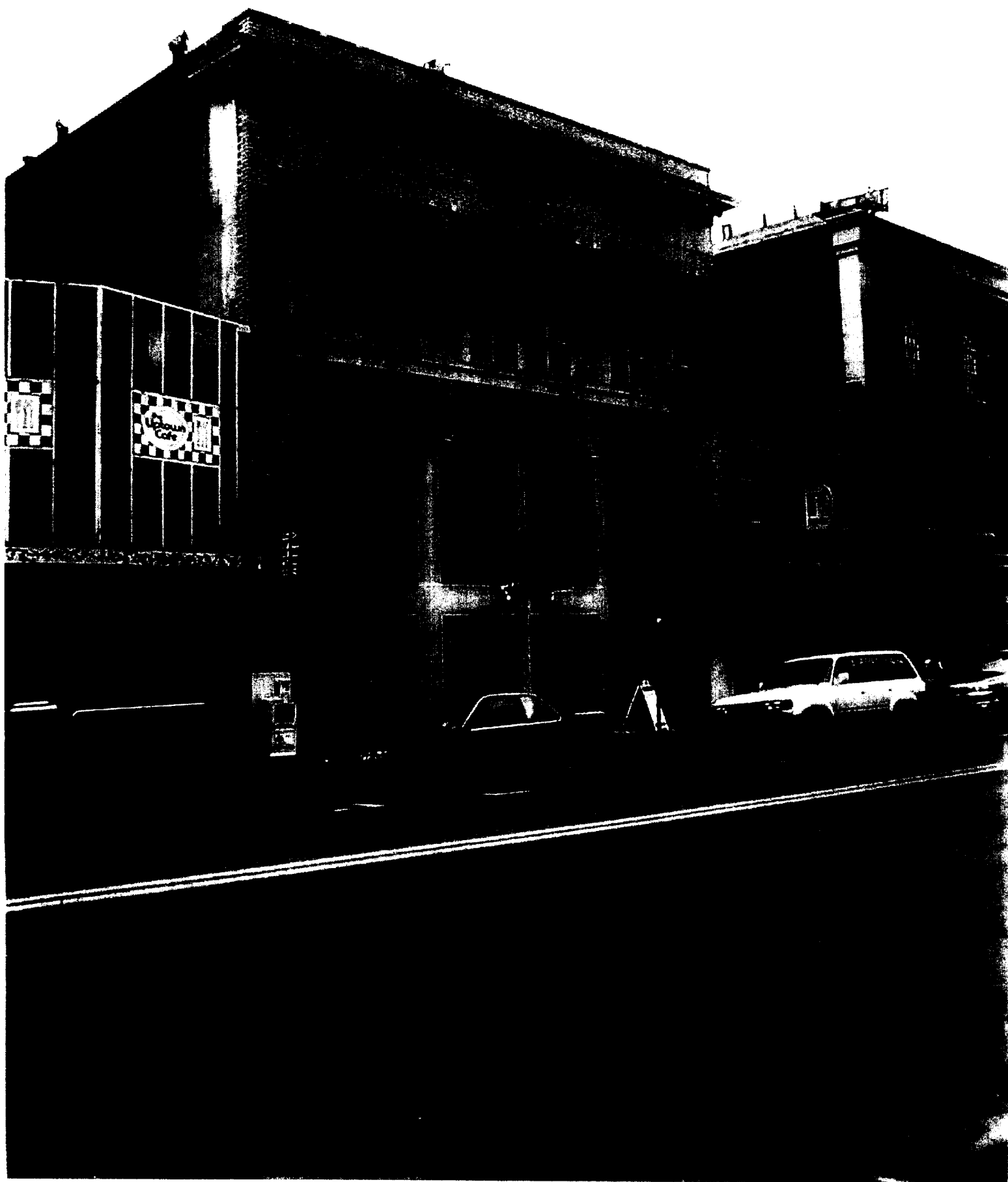
Sincerely,

A handwritten signature in black ink that reads "John D. DeCotis".

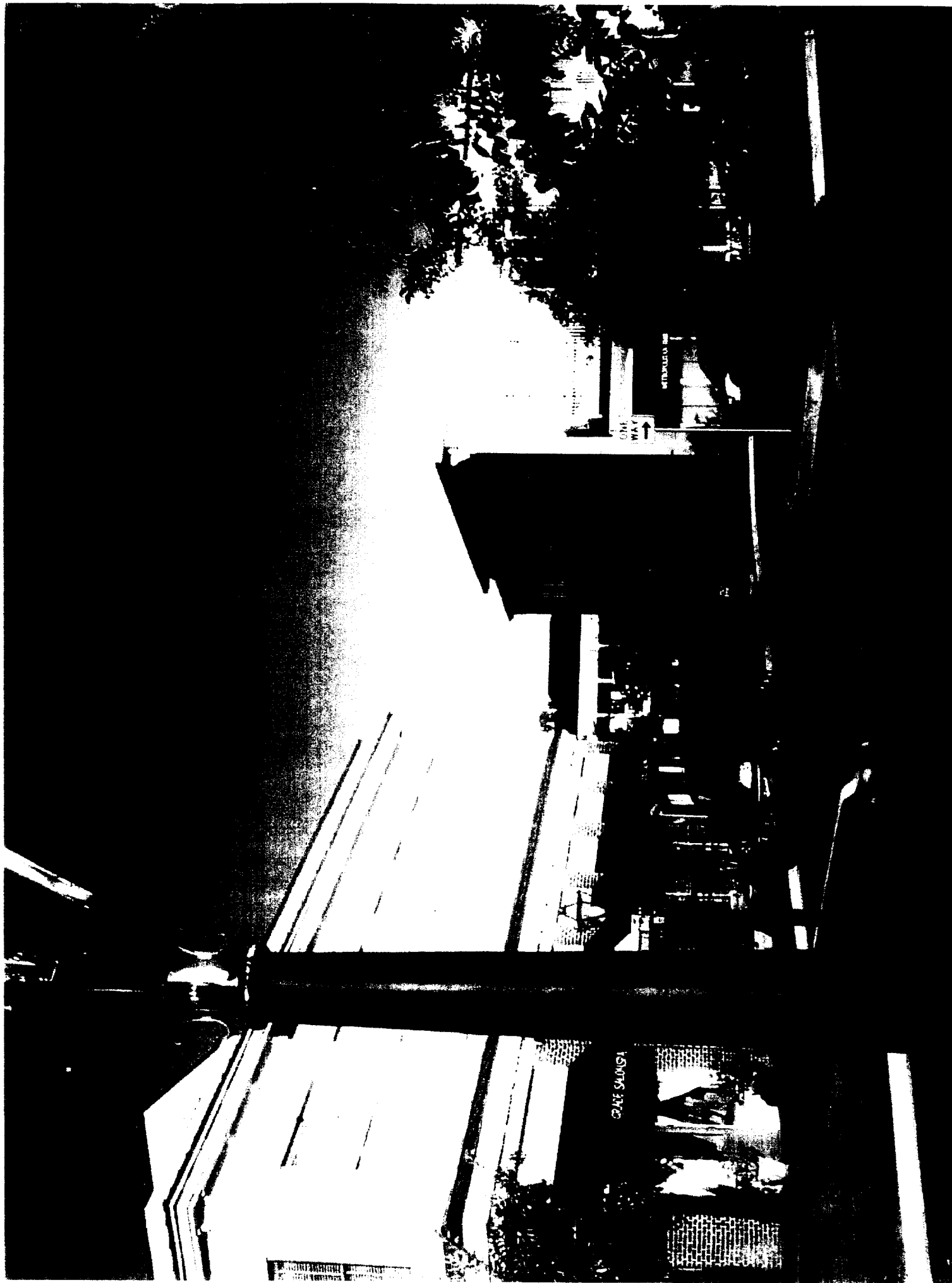
John D. DeCotis, Superintendent
Fayette County Schools



















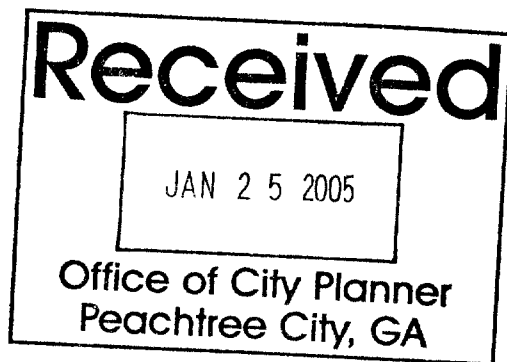






Annexation Application Step 1

City of Peachtree City
City Council Meeting
February 3, 2005



John Wickham

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FAYETTE COUNTY BOARD OF EDUCATION *Exhibit "A"*

210 Stonewall Avenue West
P.O. Box 879
Fayetteville, Georgia 30214-0879

Phone: 770-460-3535
Fax: 770-460-8191

Board Members
Terri Smith, *Chair*
Marion Key, *Vice Chair*
Greg Powers
Janet Smola
Lee Wright

Dr. John D. DeCotis, EdD
Superintendent

"Where Excellence Counts"

January 7, 2005

Mr. Dan Fields
Vice President
John Wieland Homes and Neighborhoods
1950 Sullivan Road
Atlanta, Georgia
30337

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As a result of this Emergency Exit problem, the site can not be considered at this time. In the event you are in a position to complete McDuff Parkway in the future we will be favor of this action.

Sincerely,

A handwritten signature in dark ink, appearing to read "John D. DeCotis".
John D. DeCotis, Superintendent
Fayette County Schools

