City Council of Peachtree City
Agenda
January 20, 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 Kiwanis Week
Recognize Kathie Cheney for Advocacy of Indoor Smoking Ban
Recognize 2004 Junior Division Cunningham Packers
Recognize David McDaniel as Supervisor of the Year
Recognize Heather Lackey as Employee of the Year
Recognize McIntosh Varsity Cheerleaders for First Place in AAAA Invitational

IV. Minutes
January 6, 2005, Regular Meeting Minutes

V. 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

VI. Old Agenda Items

VII. New Agenda Items
01-05-07 Consider Additional ½ day Holiday for Christmas Eve
01-05-08 Consider Intent to Finance Resolution for Satellite Auto Shop
01-05-09 Consider Award of Bid for Roof Repairs at Neely Station

VIII. Council/Staff Topics

IX. Executive Session

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

City Council of Peachtree City
Minutes of Regular Meeting
January 6, 2005
7:00 p.m.

The City Council of Peachtree City met Thursday, January 6, 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, Judi Rutherford, and Murray Weed.

Announcements, Awards, Special Recognition

Mayor Brown and Building Official Tom Carty recognized the Builders of the Year – Line Creek Water Treatment Plant, Best Industrial Site; Ashton Woods Homes, Safety Award; Doug McDonald, Ashton Woods Homes, Superintendent of the Year; and Ashton Woods Homes, Builder of the Year.

Jonathan Kempler was recognized as the Employee of the Month for November. Harry Baro was recognized as the Employee of the Month for December. Chris Campbell was recognized as the Supervisor of the Quarter for the Fourth Quarter. Johnny Inman was recognized for his service as a member of the Recreation Commission. Council Member Rapson and Financial Services Director Paul Salvatore were recognized for their service as members of the Peachtree City Tourism Association.

Election and Oath of Office of Mayor Pro-tem

Rutherford nominated Murray Weed to serve as Mayor Pro-tem. Rapson seconded the nomination. The motion carried 4-0-1 (Weed). Weed was sworn in by Mayor Brown.

Minutes

Rutherford moved to approve the December 2, 2004, Regular Meeting Minutes as amended. Rapson seconded. The motion carried unanimously.

Monthly Reports

Brown announced that City offices would be closed on Monday, January 17, for the Martin Luther King, Jr., holiday. Brown noted there had been 301 EMS calls this year to date and the County had not responded to any of them. Classroom program revenue was up. The top five accident sites for the month were GA 54/Peachtree Parkway, GA 54/Walt Banks Road, GA 54/Line Creek, GA 54/Robinson Road, and GA 54/GA 74.

Consent Agenda

1. **Annual Indemnification Resolution**
2. **Authorization of Legal Organ**
3. **Consider Appointment to Airport Authority**
4. **Consider Appointment to Recreation Commission**
5. **Adoption of the Transmittal Resolution for the STWP/CIE Update**
6. **Consider Tower Lease for Sprint**

7. **Consider Resolution of Support for State Licensing Board for Residential and General Contractors**
8. **Consider Amendment to Wrecker Service Contract**
9. **Consider Change Order for Library Roof Drains**
10. **Resolution to Call for Election and Establishment of Qualifying Fees**

Rutherford removed Consent Agenda #6 for discussion. She moved to approve Consent Agenda Items #1, 2, 3, 4, 5, 7, 8, 9,and 10. Weed seconded. The motion carried unanimously.

6. **Consider Tower Lease for Sprint**

Rutherford referred to the agreement and asked why Police Chief James Murray was listed as the lessor just above Item #14. Rapson noted that the City was also named as the lessor on the same page. City Attorney Ted Meeker explained that Chief Murray was actually the contact person for the agreement. He noted that the lessee and lessor information was listed above the section that named Murray as the contact. Rutherford questioned whether the contact number and person should be at City Hall. City Manager Bernard McMullen pointed out that Chief Murray was the contact person for all of the City's communications issues. Meeker clarified that the way the paragraph was worded Chief Murray was the contact person. Weed noted that the City was identified as the lessor earlier in the definition section of the agreement.

Rapson moved to approve Consent Agenda #6. Rutherford seconded. The motion carried unanimously.

<u>**New Agenda Items**</u>

01-05-01 Consider Request from Fayette Senior Services for $7,500 in Funding

Administrative Services Director/City Clerk Jane Miller addressed Council. Miller said Fayette Senior Services had requested $7,500 and met the criteria set in the non-profit policy. She said the amount was also budgeted.

Rutherford moved to approve the request from Fayette Senior Services for $7,500 in funding. Weed seconded. Meeker asked Rutherford to revise her motion and include an authorization for the Mayor to sign the agreement between the City and Fayette Senior Services. Rutherford accepted the amendment. Weed seconded the revised motion. The motion carried unanimously.

01-05-02 Consider Request from Promise Place for $7,500 in Funding

Miller noted that Council had also received a request for funding from Promise Place, also known as the Fayette County Council on Domestic Violence. She said Council had provided funding for several years, and they had requested $7,500.

Rutherford moved to approve the request from Promise Place for $7,500 and to authorize the Mayor to sign the agreement. Rapson seconded. The motion carried unanimously.

01-05-03 Citizen Request – Bob Stieber, Valentino's – Alcohol Serving Permits
Brown noted there was an additional document on the dais – an e-mail from Police Chief James Murray forwarded by the City Manager to Mayor and Council with the subject, "Council Meeting Additional Information Alcohol Permits."

Stieber referred to a recent news article and said he was not fighting for an individual, as suggested in the article. He said the permit was a good idea and he had proposed it a few years ago; however, he had a few concerns about the permit ordinance as it was written. He acknowledged that some servers had committed violations and had served their time. Now they were being punished again. They had been working before the permit requirement was approved. The law had changed, and responsibilities had been taken away from them. Stieber said those servers should be given some consideration. He noted that he had been through the appeals process with one of his servers, but the appeal was turned down. Stieber said he was not complaining about the Police Department and said the Department was wonderful. He continued that the ordinance needed some fine-tuning, and the appeals process should be in writing, with some kind of criteria. Stieber said those same servers could go to other counties and find jobs, but added this was about the City's children, and the City should look out for its children.

Rutherford noted that, as of January 6, 1,135 permits had been issued. Twenty-nine had been denied, and only 16 of those were Fayette County residents. Stieber said the City had not considered the labor market for the food service industry. There was not a college or school to provide workers. He said he was not asking that the permits be abolished, but it should ultimately be a decision of the employer whether the employee served alcohol or not. He said he knew at least one young server that deserved more consideration.

Kourajian told Stieber he had put a lot of thought into his remarks and had referred to the servers as kids. He asked Stieber if he had a suggested age range that should be considered. Stieber said he was using "kids" as a general term for the labor force. He said there was room to act responsibly to the City's children and others who lived in the community and were part of this work force.

01-05-04 Citizen Request – Bob Stieber, Valentino's – TDK Boulevard Extension
Stieber said one of the reasons he located his business in the Braelinn Shopping Center was because the TDK extension into Coweta County was planned. It had now been five years, and 12 businesses located in the shopping center had closed. Council controlled location and traffic. There was no traffic in the area. He said the Council, by their actions, had told everyone on that side of town that they were not important. It also happened a few years ago when the tree lighting was moved from City Hall to a private shopping area on 54 West. All of the focus was on GA 54 West. Stieber continued that Council was fighting about a few thousand dollars. The cost would go up next year. If the road had already gone in, a whole new group of people would already be shopping on that side of town, and the effect of the new businesses on GA 54 West would not have

been as great. The road project had been put off, and that was wrong. Stieber said his business was good, but not what it should be. He could not support his family at the Braelinn location. He was going to have to move.

Brown said Council did not control location. Stieber said Council controlled traffic, and traffic determined location. Brown asked how the increase in competition had hurt his business. Stieber said he had lived through all of that. He noted that the people who had gone out of business were not bad business people. There had not been enough traffic. The TDK extension would bring traffic to that part of town.

Kourajian assured Stieber that not everyone on Council was against the TDK extension. He said there were members who were adamant about the project. He told Stieber he appreciated his speaking on behalf of the business owners and the shoppers.

Brown noted that traffic worked both ways and pointed out that people could not get into Westpark at certain times of the day from the eastbound side of GA 54. Stieber said that with traffic, there was at least potential. He said there were other ways to get into Westpark in addition to the 54 entrance.

Sue Tozour referred back to the earlier topic, telling Council that her child was one of those denied an alcohol serving permit. She worked double shifts in every part of the restaurant. Her daughter did something two years ago and was still paying for the offense. Her daughter was young, foolish, and had made a mistake. She asked Council to reconsider the serving permits.

Brown said that a denial of the permit was not a permanent ban. He said the time period for some of the offenses was two years, while it was five years for others. He noted that young people could lose their driver's license the same way. They could still work in restaurants. They just could not serve alcohol.

Rapson asked staff to look at the appeals process and the 16 applications that were denied to see if there was a problem that could be resolved. It was reasonable to evaluate the process now that it was in operation. He asked to make the alcohol serving permits a Retreat item. Rutherford said she also wanted to look at the appeals process.

Brown asked Stieber if he wanted a person convicted of drug possession with intent to distribute serving alcohol. Stieber said if the offense happened when the person was a juvenile and the person was now 21 and was a dependable, sober, good worker, then that should be considered.

01-05-05 Public Hearing – Consider Rezoning of Exposaic Tracts 1,2,3, Dividend Drive – GI to LI

John Proffitt, Jr., addressed Council and said their request was simple. They were asking Council to rezone the tracts from General Industrial (GI) to Limited Industrial (LI). The two existing buildings, the Hamilton Berry Center and the Jack Berry building, were built to LI guidelines. He said that City Planner David Rast suggested that they go ahead and include the Jack Berry building in the request to clean up the zoning for the entire parcel when he submitted the conceptual site plans for a few new buildings. Proffitt said they would not need to alter the infrastructure in place on the property. He noted that the existing parking would service the new buildings.

Proffitt continued that the conceptual site plan showed a potential two-story building on the corner of Paschall and Dividend; however, they were looking at a one-story transitional building on the corner. Two sister buildings to the existing Hamilton-Berry building were planned. If a fourth building were built on the other end of the property near the Jack Berry building, it would be another one-story transitional building. The new buildings would be consistent with those already on the property. The uses would include executive offices, some retail, nothing inconsistent with the rest of Dividend Drive. Proffitt said the setbacks in GI zoning prevented further development of the property. Limited Industrial allowed for development consistent with what was already on the property.

Rast said he had looked through the files of the initial plans for the property. The former developmental services director had asked for a plan for the entire parcel that included the Hamilton-Berry Center and the Jack Berry building as permitted uses with LI zoning. The lots along Dividend Drive were narrower than the lots in the back of the property. According to the notes in the file, the Planning Commission did not want the applicant to have to come back for variances when those lots were developed. Rast agreed with Proffitt that the rezoning was a housekeeping issue. The current GI zoning limited what could be done on the site. Rast said the proposed rezoning was consistent with the Land Use Plan. Rast noted that there was a clean-up a few years ago of the rear of the tract. He said buildings along the front portion would provide a screen along Dividend Drive.

Rast continued that the Planning Commission and staff both recommended approval of the rezoning with conditions. He pointed out that the plan presented to Council during the meeting was conceptual only. There were a few conditions that the applicant had agreed to during the Planning Commission meeting. One condition was to install a cart path along the property, which would be the first segment of the path system in the industrial park. All of the new buildings should compliment the Hamilton-Berry and Jack Berry buildings on the site.

Rapson asked Rast if the realignment of Huddleston Road and Dividend Drive would affect the property. Rast said the road realignment would have no effect. Rutherford asked where the cart path would go. She said it looked like it could only go right in front of the parcel. Rast said the cart path would be built in the right-of-way on the front side.

Brown pointed out that the parking spaces along Dividend encroached into the setback. He thought the parking could go somewhere else on the property. Rast said there was a 30-foot setback in LI zoning. The parking had been there for many years and would most likely be grandfathered. Any alterations to the parking would have to conform to the zoning. Brown said the parking would make putting in the cart path difficult. Rutherford agreed. Rast said there was about 20 feet of right-of-way before the property line, and the path would be in the right-of-way.

Brown continued that he would like to see more tree canopy on the street and to create more buffering with vegetation along the rear setback. He asked if Council could make it a condition to create more buffering with vegetation. Rast said either to make it a condition, or to state in the minutes that the matter would be addressed in the landscape plan. Rast noted there were a lot of underground utilities located on the parcel and a power line easement between the two buildings to serve any future buildings in the rear.

Rapson asked if the LI zoning would continue down Dividend Drive. Rast said that this tract would be LI now. There was not another similar tract in the area. He did not foresee any other LI zonings in the area.

Rapson agreed with Brown that this would be a good time to enhance the tract. Weed said they should not leave loose ends and should make the enhanced landscaping a condition.

Rapson moved to approve, and concurred, with staff's recommendation to take this property's zoning from GI to LI for Lots 1,2, and 3, on the former Exposaic tract, and to embrace the three conditions and add a fourth condition to enhance the landscaping as part of the final site plan approval. Kourajian seconded. Brown offered a friendly amendment that the landscaping be enhanced on the rear setback specifically. Rapson and Kourajian accepted the amendment. The motion carried unanimously.

01-05-06 Consider Approval of Agreement with Airport Authority Relative to TDK Extension Redesign

McMullen told Council the agreement would be between the City and the Airport Authority. McMullen said the Airport Authority had offered to pay for the conceptual redesign of the re-routing of TDK extension. The Federal Aviation Administration (FAA) had raised issues with the current road design, which had existing right-of-way going through the runway safety zone for Falcon Field. The money from the Airport Authority would provide the conceptual redesign of the road that would identify the additional right-of-way needed for the project.

Brown said the actual cost would be far from a couple of thousand dollars. He said they did not know the cost of the land that had to be acquired for the new right-of-way. The cost of the redesign was $40,000. The proposed new route created some interesting dynamics for Planterra Ridge Golf Course. A large culvert would be needed to go under the road, and he estimated the cost of the culvert would be more than $100,000. He questioned whether the County would pay the cost for the culvert.

McMullen said he had gone over the additional costs with County Administrator Chris Cofty, and the County was committed to paying the additional construction costs. Brown asked if the landowners were willing to do a land swap for the golf course hole. McMullen said the owner had not made a definite commitment. The owner wanted to see how much land they would have to give up. He said they needed the specifics of the road design in order to move forward. The $10,000 the Airport Authority would provide would help determine how much additional right-of-way was needed and who owned the land.

Kourajian clarified what the $10,000 would be used for. He said Council was not obligated to do anything. McMullen said the Airport Authority planned to seek reimbursement from the Federal Aviation Administration (FAA). Kourajian said that, according to the notes, the original estimate for the redesign was $44,000, was re-negotiated to a cost of $14,565, and now the firm would get $10,000. He asked what happened to the $4,565. McMullen said the $4,565 was included in the final design phase.

Rutherford asked why the Airport Authority could not pay the engineering firm directly, rather than routing the funds through the City. Weed also questioned why that could not be done. McMullen noted that the current design was the result of a contract between the City and the engineering firm. Meeker agreed with McMullen and said the Airport Authority could not just give the engineering firm money under the anti-gratuities clause. There had to be a reciprocal consideration flowing back to the Airport Authority. Meeker said the money was for a City road under contract with the City. Consideration would flow between the City and the Airport Authority and between the City and the engineering firm. Weed said ultimate consideration was what was the Airport Authority's interest in contributing the money to begin with. They would have that whether the City were involved or not. Meeker said the Airport Authority could give the engineering firm the money, if there was no call from the City to say what the money was for, then the engineering firm just had $10,000. Weed said the Airport Authority could direct how the money was to be spent. Meeker said they could not pay the engineering firm if there was no contractual relationship between the Airport Authority and the engineering firm. Weed said there could be a one-page letter agreement to take care of the contractual relationship. Kourajian asked if the City had any further obligation to act as the conduit for the funds. Meeker said no. The agreement only ordered the preliminary design work.

Brown noted that the new design would create a big horseshoe in the road, and he was concerned about curb cuts. He pointed out there would be sight distance problems, and the way to correct that was to not allow curb cuts. He asked if the landowners had any opinion about curb cuts. McMullen said he met with the landowners. There had only been a curb cut for Husky Drive in the original design. He had heard nothing from the landowners. Brown asked if the engineering firm was willing to pay for their design mistakes. He said they needed to prove to him that there was no incompetence on the engineering firm's part. He said the firm had a sub-unit that did nothing but airport design and should have known about the runway clearance. Weed also had the same question.

McMullen pointed out the new design for the proposed road was longer. The original estimate for the redesign had been $44,000. The City engineer at that time had negotiated with the firm to pay for only the additional increment, which was two-tenths of a mile. Weed pointed out the road was longer due to the original design flaw made by the engineering firm.

Rutherford clarified that, if the City accepted the $10,000 and gave it to URS for the redesign, then the City would know what extra costs would be incurred. McMullen said that was correct.

Brown asked if the City had any word from Coweta County on whether they were willing to reimburse the City for the design costs on their side of the road. McMullen said there had been no notification, but Coweta County had not been asked.

Rapson asked Meeker if the City would be more liable if the City stated they would be responsible for completion of design documents associated with TDK, which was in the first section of the agreement. Rapson said, in his opinion, the City had redesigned the road three times. He asked if the City was liable for another design. He was not aware that the City had asked the Airport Authority for any assistance. Rapson said he wanted to move forward with the project. He said the City had been the only entity to cut checks on the project to this point, and that federal funds would reimburse Coweta and Fayette Counties for their expenses. Some of that reimbursement would be due for the design money the City spent. If Fayette County agreed to pick up the additional construction costs, Rapson wanted to move forward. McMullen said he had given the County a revised map with the projected costs, including the culvert, and Cofty sent a letter that assured McMullen the County would cover the costs.

Rutherford noted that the intergovernmental agreement said Council had asked the Airport Authority to provide funding. She said Council had not done so. McMullen clarified that staff had gone to the Airport Authority staff to come up with a solution.

Rapson asked Meeker if he was comfortable with the statements regarding completion of design documents. Meeker said that, under the original agreement with the County for TDK, the City was responsible for the design. Those designs were completed. The agreement had language that pertained to problems with the design. He said that the language in the agreement referred to an obligation performed by the City when the first set of plans was completed. Rutherford said the City was not obligated for more than the $10,000. Meeker said based on his reading of the agreement, the language could be modified.

Weed suggested eliminating all the "whereas" clauses in the agreement. They constituted a preamble that was not relevant to the terms of the agreement. The considerations and the terms of the agreement were all that mattered. Weed said the Airport Authority should not have to pay anything, and neither should the City. It was a design flaw, and the people who made the mistake should pay for it. Weed said the City should not have to act as a middleman either. He said the Airport Authority should pay the engineering firm directly and have a separate contract. Weed thanked the Airport Authority for their generosity.

Rapson asked if the City had more control over the design if the City directed the engineering firm. Meeker said the fundamental question was what the Airport Authority did. The Airport Authority ran airports. The City built roads. He did not believe the Airport Authority should give the money directly to the engineering firm. The project with the engineering firm was to build a road.

Brown said that, in order to save the City's $350,000 investment, he had been willing to put in a bit more money. The Council had agreed to a fixed price. TDK would be the most expensive road in terms of transportation value in the Atlanta area. Brown said now more money would be needed for land acquisition. More and more money would be needed. He also did not want the Airport Authority to put their money into something he was not willing to fund further.

Rapson said the business community wanted the road to move forward. City staff wanted some direction. Rapson said he agreed with some of Brown's points. The Airport Authority was an autonomous body. Rapson said, other than the issues he had with the intergovernmental agreement, he was willing to move forward.

Weed said he believed Meeker's opinion was wrong and wanted further research on the issue on whether the Airport Authority could give the engineering firm the money directly. If Council was not willing to do that, he suggested tabling the matter to have Meeker and the Airport Authority attorney re-work the agreement, remove the preamble, and revise the terms. The agreement could state the City was not obligated to more funding. Weed said he supported the road project, but he did not want to allow a company to do bad work and get away with it. He told staff to work on that problem. If staff did so, then Weed was willing to move forward.

Meeker went over the changes Council wanted to the agreement. The year in the first paragraph would change to 2005. He suggested the first "whereas" paragraph read, "The design documents associated with the TDK extension were completed." Meeker said the "whereas" clauses were not absolutely necessary, but did explain the purpose behind the agreement. Kourajian noted the third "whereas" and Meeker suggested striking that paragraph.

Weed pointed out that everything had to go back to the Airport Authority. Rapson said representatives were at this meeting. If they agreed, then the Airport Authority could call a special called meeting to ratify the amended agreement.

Weed verified that the members agreed that the sixth and seventh "whereas" paragraphs would be removed from the agreement. Brown asked to rephrase the fourth "whereas" paragraph. Rutherford said she did not have a problem with the clause. Brown wanted to add the words "beyond the original agreement." Rapson suggested adding "and was beyond the scope of the original agreement" at the end of the fourth clause. Meeker suggested adding "which issues had arisen as a result of the conflicts with the runway safety zone at the north end of Falcon Field."

Weed said that, in #1, the TDK redesign should be defined. There also needed to be a limiting paragraph in regard to Council's liability to do further redesign or spend more taxpayer money. Brown said he would add, "beyond the scope of the original agreement." Rutherford said the agreement should say the money was to finish the preliminary design phase. It should be clear that the City would do nothing else. The members agreed to add, "beyond the scope of the original design." Meeker read the following revision for #1, "The Airport Authority will provide the City with a $10,000, lump sum payment to assist with the TDK extension redesign, which is beyond the scope of the original agreement."

Rutherford said she had no problem with #2 since it was clear on what the engineering firm was expected to do. Weed said he saw no reason to include the list of what was expected since it was part of a preliminary design plan. Rutherford told Weed that he complained that the company did not do what they were supposed to in the original design, so the list should be left in the agreement so the firm knew exactly what was expected. She said the agreement gave them clear direction. McMullen said the specifics were delineated in the proposal.

Rapson asked the Airport Authority chairman if she agreed to the revisions. Cathy Nelmes, Airport Authority chairman, said they would bring the revised document back to the board after legal review. She said their regular next meeting was January 12, which would give time for the legal review.

Rutherford moved to approve the agreement as modified and to authorize the Mayor to sign when the revised agreement was completed for $10,000 for the purpose of completing the TDK redesign. Rapson seconded.

Brown said that Coweta County had a larger budget than the City and the City should ask Coweta County to pay for their portion of the design costs. He continued that the engineering firm had an airport division within their company. There would be additional costs, and he was not going to pay those costs. Other entities should pay those costs.

Nelmes told Brown she understood his position. She explained that the $10,000 would get everyone to the decision point. She said they liked the specifics in the agreement.

The motion carried unanimously.

<u>Council/Staff Topics</u>
McMullen introduced David Borkowski, the new City engineer, to Council.

Leisure Services Director Randy Gaddo gave an update on the library renovation. Gaddo said everything was going well and on schedule. He noted that the rain had provided some challenges, but there was a good superintendent on the job who kept the crew working. Gaddo continued that they were currently developing a set of asbilts. He said there had been so many additions in the past that they did not know where everything was located. He said other problems had also been uncovered, and he would update the City Manager the next day. Gaddo said the work would also correct a lot of problems that had plagued the plaza for many years.

McMullen asked Council to let staff know as soon as they could about possible locations and dates for the annual Retreat. McMullen said Council also needed to let staff know the focus of the Retreat and any topics the members wanted to address. Brown said to make sure the Youth Council and Senior Adult Council were included.

Rutherford said she would rather have the commissions, authorities, Youth Council, and Senior Adult Council attend a regular meeting to give their updates. She said that would give them better coverage and would be more accessible to the public. Rutherford continued that the Retreat should be a workshop, rather than have 27 items on the agenda that had to be covered. As examples, Rutherford asked when the last time Council looked at the comprehensive plan or the master multi-use path plan. She said the Retreat should be more focused on the future. She wanted to use the two-day retreat to look at the bigger picture and spend two-three hours on a subject, rather than 15 minutes. Brown agreed with Rutherford.

Weed also agreed with Rutherford. He blamed staff and said that was what they thought Council wanted, when there were other forums to discuss many of the items. He said Retreat should be a time for Council to sit together and plan.

Rutherford said Council should set policy and look at long-range and mid-term plans. There had been a lot of changes in the past 10 years that should be addressed. Staff was working on updates without input from Council. She said they also needed to discuss what should be done with the SPLOST funds when the money started coming in. Rapson said he would like for the City and County to work together on a plan to extend MacDuff Parkway. Brown said there should be a strategy session before approaching the County. Rutherford said Council needed to look at the issue and decide where MacDuff would come out onto GA 74. She said they needed a constructive discussion with the County on several issues. Brown said they also needed to look at the LOST distribution.

Staff would look at what places were available on the following dates – March 18-19 or April 8-9. Weed said he preferred to stay in the City for the Retreat. Kourajian also preferred to stay in the City.

Rapson said staff should have the entire day off on Christmas Eve, rather than a half-day. He wanted to change the policy. Typically, Council voted on the matter every year. Rutherford asked if the City compensated employees who worked 24-hour shifts for holidays. Miller said they received eight hours comp time that they could bank. Rutherford asked if any of the public safety employees lost time or money due to the holidays. Miller said no. The pay structure for public safety employees was different, and everything worked out. Council directed staff to put the matter on the next agenda.

Rutherford moved to reconvene in executive session to discuss real estate and 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, Brown moved to adjourn the meeting. Weed seconded. The motion carried unanimously. The meeting adjourned at 10:05 p.m.

Jane Miller, City Clerk

Stephen D. Brown, Mayor

Pamela Dufresne, Recording Secretary

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager
Assistant City Manager

FROM: Deputy City Clerk

DATE: January 14, 2005

SUBJECT: Alcohol License – Change in License – Saffron Market/Blackwell's Restaurant
January 20, 2005, Regular Meeting

Recommendation:
Staff recommends Council consider the attached application for a change in the alcoholic beverage license.

Discussion:
Saffron Market, 100 North Peachtree Parkway, Suite 36, has submitted an application to change its alcoholic beverage license to add distilled spirits. The restaurant is currently closed, but will re-open soon. The name of the restaurant is also changing to Blackwell's Restaurant. Mr. Sam Chreiteh will remain as the Licensee and Ms. Gena Chreiteh will remain as the License Representative.

Budgetary Impact:
The addition of distilled spirits to the alcohol license will have a positive effect on the budget. Currently, the license is for wine only, which is $500 per year. The fee for distilled spirits is $4,500 per year.

JM:pd

Attachments

$107.50

1c

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

PEACHTREE CITY
PLAN TO STAY™

JAN 20th ON THE ADS.

Application For Alcoholic Beverage License

Business Name:	Business Location:	
BLACKWELLS RESTRAUNT	100 N. PEACHTREE PKWY. Suite #36	PEACHTREE CITY, GA 30269
Nature of Business: RESTAURANT	**Mailing Address:** SAME	**Business Phone Number:**
Name of Licensee: SAM CHREITEH	**Home Address:** 404 LOYD Rd. PTC, GA 30269	**Home Phone Number:** 770-632-1633
Name of License Representative: GENA CHREITEH	**Home Address:** 404 LOYD Rd 30269 Peachtree City, GA	**Home Phone Number:** 770-632-1633

Please indicate type of licenses applying for:

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

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

NAME Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.	**ADDRESS** Please provide Home Addresses for the individuals listed:	**PHONE NUMBERS** Please provide Home and Business Phone Numbers for individuals listed:
Saffron Market, Inc.	404 LOYD ROAD	770-632-1633 (H)
Sam Chreiteh	Peachtree City, GA 30269	770-631-2909 (W)
Gena Chreiteh		

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

If YES, Please Provide Name of Employee: ______________________

PEACHTREE CITY
PLAN TO STAY™

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

State of Georgia

City of Peachtree City:

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

Sam Michael Chreiteh
Name

404 Loyd Rd Peachtree City, GA 30269
Address

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

James V. Murray
Signature

1/14/05
Date

Major R.M. Dueler
Witness

PEACHTREE CITY
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www.peachtree-city.org

State of Georgia

City of Peachtree City:

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

Gena Chreiteh
Name

404 Loyd Rd Peachtree City, GA 30269
Address

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

James V. Murray
Signature

1-14-05
Date

Major R. M. Decker
Witness

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council**

VIA: **City Manager**
Assistant City Manager

FROM: **City Clerk**

DATE: **January 7, 2005**

SUBJECT: **Alcohol License – Change in License Representative – Buckhead Colorado Steakhouse**
January 20, 2005, Regular Meeting

Recommendation:
Staff recommends Council consider the attached application for a change in the alcoholic beverage license.

Discussion:
Buckhead Brewery & Grill, Inc., dba Buckhead Colorado Steakhouse, a restaurant located at 100 Lexington Circle, has submitted an application for a change in alcoholic beverage license. Mr. Daniel Martin has requested he be appointed as the License Representative. Mr. Martin will attend the meeting on Thursday, January 20th, to answer any questions you may have.

Budgetary Impact:
The change in License Representative will have no effect on the budget.

JSM:pd

Attachments

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

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

Business Name: Buckhead Brewery & Grill, Inc.	**Business Location:** 100 Lexington Circle	
Nature of Business: Restaurant	**Mailing Address:** PMB 239 289 Jonesboro Rd, McDonough GA 30253	**Business Phone Number:** 770-486-7660
Name of Licensee: Bruce Nicely	**Home Address:** 113 Somerset Hills McDonough, GA 30269	**Home Phone Number:** 404-379-1323
Name of License Representative: Daniel Martin	**Home Address:** 1001 Mapleleaf Ridge Jonesboro, GA 30238	**Home Phone Number:** 404-992-5697

Please indicate type of license applying for:

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

Please complete information below (use separate sheet if necessary)

NAME Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.	ADDRESS Please provide Home Addresses for the individuals listed:	PHONE NUMBERS Please provide Home and Business Phone Numbers for individuals listed:
Bruce Nicely	113 Somerset Hills, McDonough GA 30253	404-379-1323

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

Peachtree City
Georgia

State of Georgia

City of Peachtree City:

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

Daniel Martin
Name

1001 Mapleleaf Ridge Jonesboro, GA 30238
Address

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

James V. Murray
Signature

Jan. 7, 2005
Date

Major R.M. Durkin
Witness

CITY OF PEACHTREE CITY
INTER-OFFICE MEMORANDUM

TO: Mayor Brown and Members of Council

VIA: City Manager, ATTN: Mr. Bernard McMullen
Assistant City Manager, ATTN: Mr. Colin Halterman
Director of Finance, ATTN: Paul Salvatore P.S.
Assistant Director of Finance, ATTN: Janet Camburn

FROM: Stony Lohr
Fire Chief

DATE: 5 January 2005

SUBJECT: Declaration of Surplus, Engine 85
(Council Agenda-January 20th, 2005)

1. Recommendation. Request that Fire Department vehicle "Engine 85" be declared surplus for purposes of initiating advertising for national disposal action and that the Fire Department be authorized to coordinate with FIRETEC, Inc as a national sales agent.

2. Discussion. The vehicle will not actually be removed from service and sold until the new Quint apparatus is placed in service. Receipt of the Quint is currently projected for early February, 2005. This is the same process as previously used to dispose of Ladder 8. Although FIRETEC receives 10% of sales price for commission, the net price received by the City would still be higher than that received by going through a normal local auction process. We plan to initially list the price as $55,000.00. Any changes/decreases in sales price would be dependent upon time, sales conditions, and market comparisons.

FIRETEC is the nation's largest used fire apparatus reseller, and uses both Internet and national print advertising mediums.

Vehicle Description:

1988 FMC/Ford 8000 Chassis
City Administrative Number 2210
VIN #1FDYD80U0JVA509691C
1,000 gallon water tank
1,250 GPM Hale pump

Equipment left with the truck will include:

1. One (1) 1500 gallon Fold-a-Tank
2. Two (2) 10' Sections Hard Suction with Strainer

3. One (1) Mounted/removable Deluge Set w/ smooth bore Tips
4. One 3KW Gasoline Generator on slide out tray
5. One (1) 24' Section Extension Ladder
6. One (1) 14' Roof Ladder
7. One (1) 10' Folding Attic Ladder
8. One (1) 6-foot pike pole

3. Budget Impact. This will create additional revenue for the City compared to that which would be generated through normal local auction disposal procedures. Otherwise, none.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

FROM: City Manager

DATE: January 11, 2005

SUBJECT: Consider additional ½ day holiday on Christmas Eve
January 20, 2005, City Council Agenda

Council Member Rapson asked to put an additional ½ day holiday on Christmas Eve on this agenda for consideration by Council.

BJM/pd

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and City Council**

VIA: **City Manager**
Assistant City Manager CWA

FROM: **Financial Services Director** P.S.

DATE: **January 10, 2004**

SUBJECT: **Revised Reimbursement Resolution – Satellite Auto Shop Facility**
January 20, 2005 City Council Meeting

Recommendation:
Adopt the attached Resolution to Revise Declaration of Official Intent to Finance Costs of Satellite Auto Shop with Tax-Exempt Financing.

Discussion:
Council had previously adopted a similar resolution to allow the City to be reimbursed by Bricks & Mortar loan proceeds for any funds spent on the Satellite Auto Shop Facility project. This revised resolution is necessary due to the change in location of the facility.

Budgetary Impact:
N/A

RESOLUTION TO REVISE DECLARATION OF OFFICIAL INTENT TO FINANCE COSTS OF SATELLITE AUTO SHOP WITH TAX-EXEMPT FINANCING

WHEREAS, the City of Peachtree City (the "City") planned to acquire, construct and/or equip a satellite auto shop (the "Project") adjacent to the police department, and those plans have been revised to place the shop adjacent to the public works facility; and

WHEREAS, the Mayor and Counsel of the City of Peachtree City (the "Governing Body") desires to revise its declaration of official intent to reimburse certain costs of the Project through the use of a lease-purchase or other financing to provide such reimbursement,

NOW, THEREFORE, BE IT RESOLVED, that the Governing Body, pursuant to Treasury Regulations Section 1.150-2, revises its declaration of official intent to reimburse the costs of the Project through the use of a lease purchase or other obligations for the purpose of paying or reimbursing costs of the Project to take into account the changed location and a cost of up to $600,000.

BE IT FURTHER RESOLVED, that a copy of this Resolution be placed in the official records of actions of the Governing Body.

ADOPTED, this January 20, 2005.

CERTIFICATE OF ADOPTION

The undersigned hereby certifies that the foregoing resolution was duly adopted at a meeting called and held by the Governing Body on the date set forth in the foregoing, at which a quorum was present and acting throughout, and that said resolution has not been repealed, and is in full force and effect, and copy of which is contained in the official records of the Governing Body in my control.

____
Clerk of the City of Peachtree City

[OFFICIAL SEAL]

CITY OF PEACHTREE CITY

INTER-OFFICE MEMORANDUM

TO: **Mayor and Council Members**

VIA: **City Manager, ATTN: Mr. Bernie McMullen**
Assistant City Manager, ATTN: Mr. Colin Halterman
Director of Finance, ATTN Paul Salvatore P.S.
Assistant Director of Finance, ATTN: Janet Camburn
City Planner, ATTN: David Rast
Building Official, ATTN: Tom Carty

FROM: **Stony Lohr, Fire Chief**
John Dailey, Fire Marshal

DATE: **January 5, 2005**

SUBJECT: **Neely Fire Station #82 Roof Replacement**
January 20, 2005 City Council Agenda

Recommendation:

Staff recommends that Council award the bid replacement of the administrative roof at Fire Station 82 to S. Garrett and Company of Carrolton, Georgia in the amount $32,753.00. Staff also requests funding from PIP Contingency for that portion of the cost, $8,708.00 that exceeds the previously budgeted funding of $24,045.00. The initial budget was from the 2002-2003 remodel of the crew quarters at Station 82.

Discussion:

1. The existing flat roof continues to leak after multiple attempts to patch or repair it.

2. The Facilities Manager reports that further patching or repair would be ineffective.

3. The leaks continue to erode at the carpet in the building, (also causing trip and or slip hazards), as well as causing damage to ceiling tiles, bookcases, and books.

4. Local architect John Reeves who previously did the design work for the Burn Building has graciously prepared the roof design at no cost to the city.

5. Replacement of the flat roof with a roof truss and standing seam metal roof is expected to have a life well beyond forty (40) years.

6. S. Garrett and company has provided a number of references from where they have done this same type of roof replacement, many of which have been State owned facilities. I have spoken to these points of reference personally and they have been extremely satisfied with the workmanship and customer service from this company.

7. The roof work was originally in the budget for replacement in 2002-2003 during the Station 82 remodel of crew quarters before there was a budget reduction in the project. The budget estimate was based on replacing the existing built up roof with a new flat built up roof.

Budget Impact:

Submitted Bid Price by Contractor	$32,753.00
Budgeted Amount for Roof Replacement	$24,045.00
Shortfall	**$ 8,708.00**

CITY OF PEACHTREE CITY, GEORGIA

BID/TENDER FORM

Owner:
City of Peachtree City
151 Willowbend Road
Peachtree City, GA 30269

Bidder's Name and Address:
S. Garrett and Company
321 Old Bremen Rd
Carrollton, GA 30117

Due Date: December 21, 2004

1. Pursuant to and in compliance with the Invitation to Bid and the proposed Contract Documents relating to the construction project known as:

NEELY FIRE STATION ROOF

Including Addenda N/A, the undersigned, having become thoroughly familiar with the terms and conditions affecting the performance and costs of the work at the place where the work is to be completed, and having fully inspected the site and all particulars, hereby proposes and agrees to fully perform the work within 90 calendar days and in strict accordance with the Contract Documents, including furnishing any and all labor and materials, and to do all of the work in accordance with the Contract Documents for the following lump sum, hereinafter referred to as the Base Bid of:

$32,753.00

2. The undersigned has checked the above figure, and understands that the owner will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid.

3. In submitting this bid, it is understood that the right is reserved by the Owner to reject any or all bids and waive all irregularities in connection herewith.

4. The undersigned declares that the person or persons signing the bid is/are fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all of the bid's conditions and provisions thereof.

5. It is agreed that no person or persons or company other than the firm listed below or as otherwise indicated has any interest whatsoever in this bid or the contract that may be entered into as a result of this bid and that in all respects the bid is legal and firm, submitted in good faith without collusion or fraud.

6. It is agreed that the undersigned has complied or will comply with all requirements of local, state, and federal laws, and that no legal requirements had been or will be violated in making or accepting this bid, in awarding the contract to him/her and/or in the prosecution of the work required.

7. The Owner will not be bound to enter into a Construction Contract with the low bidder unless a mutually acceptable construction cost is reached.

8. The undersigned agrees to commence actual physical work on the site with an adequate force and equipment within thirty (30) days of the date to be specified in a written order of the Owner and to complete all work in 90 consecutive calendar days from the included said date.

9. The undersigned agrees that this proposal may not be revoked or withdrawn after the time set for the opening of the bids but shall remain open for acceptance for a period of sixty (60) days following such time.

10. If written notice of the acceptance of this bid is mailed or delivered to the undersigned within sixty (60) days after the date set for the opening of this bid, or any other time thereafter before it is withdrawn, the undersigned will execute and deliver to the Owner proof of insurance coverage, all within ten (10) days after personal delivery or after deposit in the mails of the Notice of Award of this bid.

11. The names of all persons interested in the foregoing bid as principals are listed below:

(IMPORTANT NOTICE: If a bidder is a corporation, give legal name of the corporation, state where incorporated, and the name of its president and secretary. If a partnership, give the name of the firm and the names of all individual co-partners composing the firm. If the bidder is an individual, give first and last name in full.)

S. Garrett and Company incorporated Georgia 1998 Bus. 9 yr.
President Susan Garrett
Secretary W.H. Garrett

12. Addendum Receipt: The receipt of the following addendum to the specifications is acknowledged.

Addendum No. N/A dated ____________

Addendum No. N/A dated ____________

Date of Bid: December 21, 2004

Firm Name: S. Garrett and Company

Business Address: 321 Old Bremen Rd
(No post office boxes)
Carrollton, GA 30117

Submitted By: [signature]
(Signature in blue ink)

Susan Garrett
(Printed name)

Telephone Number: 770-838-9973 cp 770-401-4135

Fax Number: 770-838-9974

E-mail Address: sgarrett@sgarrettandcompany.com

NOTE: Bidders should not add any conditions or qualifying statements to this bid or otherwise the bid may be declared irregular as being not responsive.

"DOT" - Kent Marsh
4/603-9962
Gordon Jett
4/657-4265

S. Garrett and Company
321 Old Bremen Rd.
Carrollton, GA 30117
770-838-9973 / Fax 770-838-9974

FAX TRANSMITTAL

DATE: 12/21/04 # PAGES 3 (including cover sheet)

TO: John Daily FAX: 770-631-2540
Peachtree City

FROM: Susan Garrett

COMMENTS: References
Any questions please call
my CP 770-401-4135 or
Bill Garrett 770-364-2169
and you may also call or Fax to
my Home Office 770-830-0871

S. Garrett and Company
321 Old Bremen Rd.
Carrollton, GA 30117
770-838-9973 / Fax 770-838-9974

Partial List Work History and References

Project: Georgia Regional Hospital Atlanta
Location Decatur, GA
Owner: GA Dept of Human Resources Excellent!
Matt Anderson 404-243-2335
Arch: Gary B Coursey & Assoc.
Rayn Lee 770-432-2727
Type: 13,400 sf Metal Roof System/ Peterson
Status: Complete 12/04

Project: GA DOT Lawrenceville Office
Location: Lawrenceville, GA
Owner: GA Dept of Transportation
Architect: Kermit Marsh AIA 404-603-9962
500 Bishop St Ste. F3 Atlanta, GA 30318
Type: 8,200 sf Metal Retrofit Roof / AEP SPAN
Status: Complete 01/04

Project: Northwest GA. Regional Hospital Bldg 614
Location: Rome, GA
Owner: GA Dept. of Human Resources
1305 Redmond Cir. Rome, GA 30165-1307
Billy Nicholson Jr. 706-295-6111
Architect: Owner
Type: 12,000 sf Trusses and Metal Roof System
Status: Complete, 12/02

Project: Washington Middle School
Location: Cairo, GA
Owner: Grady County School System
Our Customer: All-South Subcontractors
2678 Queenstown Rd. Birmingham, AL 35210
Tony Saunders 205-540-1679
Architect: Greg Smith / James Buckley & Assoc.
Type: 6,000 sf Metal Retrofit Roof / AEP-SPAN
Status: Complete 10/01

Project: Gainesville Shop Extension
Location: Gainesville, GA.
Owner: GA. Department of Transportation
Our Customer: Owner /
Gordon Jett 404-657-4269
Architect: Owner / SG&C Design Build
Type: Metal Building Addition 4,000 sf
Re-Roof Metal 27,000 sf / VP
Status: Complete, 12/02

Project: Marietta National Guard Armory
Location: Marietta, GA
Owner: GA Army National Guard
Our Customer: Owner
Architect: Technicon /
Michael E. Clark & Assoc. 478-471-6661
Type: 14,200 sf Metal Retrofit Roof / AEP-SPAN
Status: Complete 12/00

Project: Canton National Guard Armory
Location: Canton, GA
Our Customer: Owner
Architect: Technicon / Michael E. Clark & Assoc.
Type: 14,200 sf Metal Retrofit Roof / AEP-SPAN
Status: Complete 12/00

Project: Lawrenceville National Guard Armory
Location: Lawrenceville, GA
Our Customer: Owner
Architect: Technicon / Michael E. Clark & Assoc.
Type: 14,600 sf Metal Retrofit Roof / AEP-SPAN
Status: Complete 12/00

Project: Eastman YDC
Location: Eastman, GA
Owner: GA Dept of Juvenile Justice
2 Peachtree St. NW, 5th Floor Atlanta, GA 30303
George Fussell 478-314-6546
Architect: PCI Group, Inc
Type: Roof Repair
Status: Complete 06/03

PEACHTREE CITY
PLAN TO STAY™

PURCHASING DEPARTMENT
151 WILLOWBEND ROAD
PEACHTREE CITY, GA 30269
PHONE: 770-631-2515
FAX: 770-631-2505
WWW.PEACHTREE-CITY.ORG

December 7, 2004

Ladies and Gentlemen:

The City of Peachtree City will be accepting lump sum bids from qualified, licensed contractors for all labor and materials for the construction of a **new roof** over the administrative wing at the Neely Fire Station located at 105 North Peachtree Parkway, Peachtree City, Georgia. Plans, specifications, directions, bid forms, and other conditions are available for distribution. Please contact the Peachtree City Purchasing Department at 770-632-4279 to make arrangements to obtain the complete bid package.

Bids will be received by the Purchasing Department, City of Peachtree City, 151 Willowbend Road, Peachtree City, Georgia 30269, **until 3:00 p.m. local time on Tuesday, December 21, 2004**, at which time and place the bids will be opened and read aloud. Bids received after the set time will not be considered. All bids must strictly conform to the plans, specifications, and/or other bid documents. The bid is scheduled to be awarded on Thursday, January 6, 2005 and work is expected to begin within thirty (30) days of the bid award.

Bids are to be submitted in a sealed envelope, with the name of the project bid **(Neely Fire Station Roof)** clearly marked on the front. The date and time of opening are also to be included, along with the name of the company submitting the bid. The bid made by any company or firm must be signed in the name of such company or firm in a legal manner by a duly authorized officer; and the principal place of business must be shown (no post office box numbers). The successful bidder shall furnish insurance as required in the specifications.

No bids may be withdrawn for a period of sixty (60) days after the scheduled time to receive the bids. Any request for clarification must be submitted in writing (hand delivery, fax, or regular mail) to Janet I. Camburn, Assistant Finance Director, by the close of business, five business days prior to the submission of bids. Any clarification issued will be in the form of an addendum to the bid instructions, plans, or specifications and will be issued to all potential bidders not later than seventy-two (72) hours prior to the time of submission of bids.

The City reserves the right to bid a project in phases and award the contract on the phases it deems to be in the City's best interest.

The City will choose the lowest, best, responsible, or responsive bidder. The City will exercise its discretion in awarding the contract to the bidder who best satisfies the needs of the City. The City also reserves the right to reject any and all bids and to waive any and all irregularities. The City's policy and procedures for the bidding process are available in the Purchasing Department for inspection.

Bids will not be accepted from any person, firm or corporation who is in arrears in any debt or obligation to the City of Peachtree City or any other governmental entity.

Sincerely,

Janet I. Camburn

Janet I. Camburn
Assistant Finance Director

JIC/NEELY ROOF – 05 – NEELY ROOF

CITY OF PEACHTREE CITY
NEELY FIRE STATION ROOF
ADDITIONAL SPECIFICATIONS AND CONDITIONS

The following specifications and conditions are for the all labor and materials for the construction of a new roof over the administrative wing at the Neely Fire Station located at 105 North Peachtree Parkway, Peachtree City, Georgia. These specifications and conditions are in addition to those noted on the architectural plans.

1. The **Contractor** awarded the bid shall attend a pre-construction meeting with representatives from the Peachtree City Fire Department and Building Department.
2. The **Contractor** awarded the bid shall be prepared to provide samples of metal roof colors available, before actual purchasing the materials, for review by the Peachtree City Planner.
3. The **Contractor** is responsible for all fees and scheduled inspections required by the Peachtree City Building Department
4. The **Contractor** awarded the bid shall begin work within thirty (30) days of the bid award.
5. The **Contractor** shall see that all work performed and materials are completed and/or protected on a daily basis to the extent that interior and exterior damage is kept to a minimum (i.e., rain covering, etc.).
6. The **Contractor** shall be responsible for locating existing underground and overhead utilities in the area of work and repair utilities damaged by his/her operations, at his/her own expense, to the satisfaction of the utility company that was damaged.
7. The **Contractor** shall be responsible, if applicable, for controlling erosion resulting from his/her work until all disturbed areas have been stabilized. The Contractor shall comply with the Georgia Department of Natural Resources Environmental Protection Division Erosion Sediment Control Rules and Regulations, Chapter 391-3-7.
8. The **Contractor**, before leaving the site, shall, if applicable, wash and clean all exposed surfaces that have become soiled or marked. The **Contractor** shall remove from the site of the work all accumulated debris and surplus material of any kind that results from his/her operation. The completed project shall be turned over to the **City** in a neat and orderly condition.
9. All damage, as a result of work under this Contract, to existing structures, pavement, driveways, curb and gutter, sidewalks, multi-use paths, utility poles, utility pipelines, conduits, drains, catch basins, fences, and including other obstructions not specifically mentioned herein shall be repaid by the **Contractor** at no cost to the **City**.
10. The **Contractor**, if applicable, shall obey all traffic laws and comply with all requirements, rules, and regulations of the Georgia Department of Transportation, the City of Peachtree City, and other local authorities having jurisdiction, to maintain adequate warning signs, lights, barricades, etc. for the protection of traffic in the construction area.
11. The **Contractor** shall furnish, at a minimum, a **twenty-year** warranty on the work performed.
12. All work to be in conformance with the **City** requirements.
13. It is recommended that the **Contractor** inspect the work site prior to submitting a bid for this project. Site visits at the Neely Fire Station may be conducted only during daylight hours. Contractors shall bring their own equipment for inspections (i.e., ladders, measuring devices, etc.) The project manager is John Dailey, Fire Marshall, who can be reached at 770-631-2526 to arrange a site visit.
14. The project architect is John Reeves and may be contacted at 770-631-8833, only after notifying the Assistant Finance Director at 770-632-4279.
15. The **Contractor** shall furnish the following insurance with the **City** named as additional insured, that must remain in force for a period of at least one year after completion of the work:

    - Commercial General Liability, Contractual Liability, Products/Complete Operations Liability, Owners and Contractors Protective Liability, and Personal Injury Liability Insurance - $1,000,000 Combined Single Limit Bodily Injury and Property Damage – each occurrence.
    - Comprehensive Automobile Liability Insurance - $1,000,000 Combined Single Limit Injury and Property Damage Liability – each occurrence.
    - Workers' Compensation Insurance - $100,000 Bodily Injury by Accident – each accident; $500,000 Bodily Injury by Disease – policy limit; and $100,000 Bodily Injury by Disease – each employee.

(800) 950-6531
(318) 747-8000
P. O. Box 1148, Shreveport, LA 71163-1148

McELROY METAL

FACSIMILE TRANSMISSION

FROM (318) 747-8059

DATE 12-30-04

770
631
2540

TO: John Dailey

ATTN:

FROM: Tawney

SUBJECT:

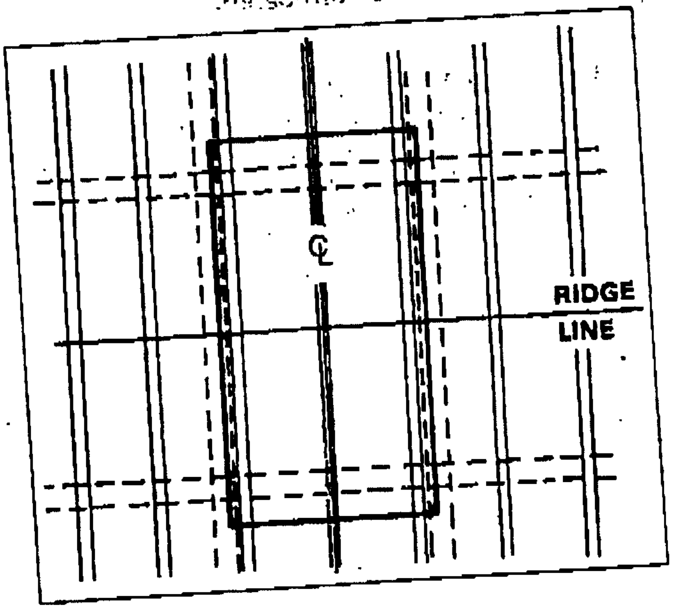
NUMBER OF COPIES IN ADDITION TO THE COVER SHEET 03

MESSAGE: Per our Conversation

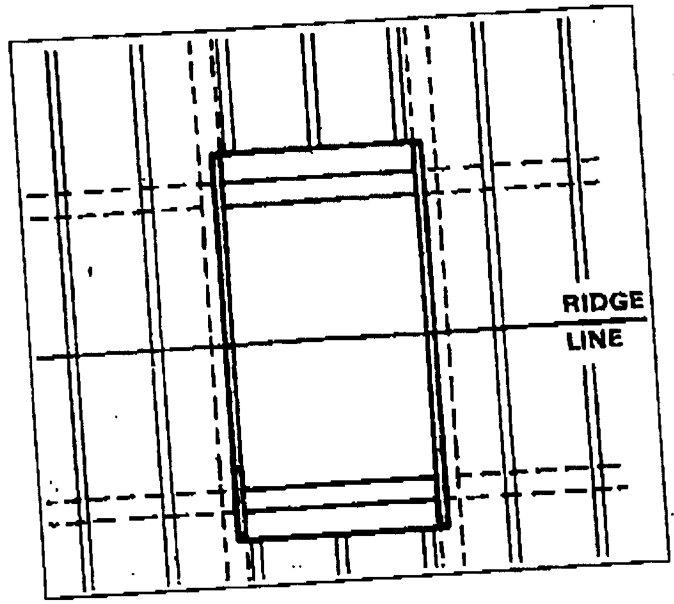
Corporate Offices and Southwest Division: P.O. Box 1148, Shreveport, LA 71163-1148
Midwest Division: P.O. Box 476, Clinton, IL 61727-0476
Southeast Division: P.O. Box 2397, Peachtree City, GA 30269-2397
Great Lakes Division: P.O. Box 527, Marshall, MI 49068-0527
Northeast Division: P.O. Box 3503, Winchester, VA 22601-3503
Western Division: P. O. Box 870, Adelanto, CA 92301-0870

INSTALLATION INSTRUCTIONS for MP-RC2

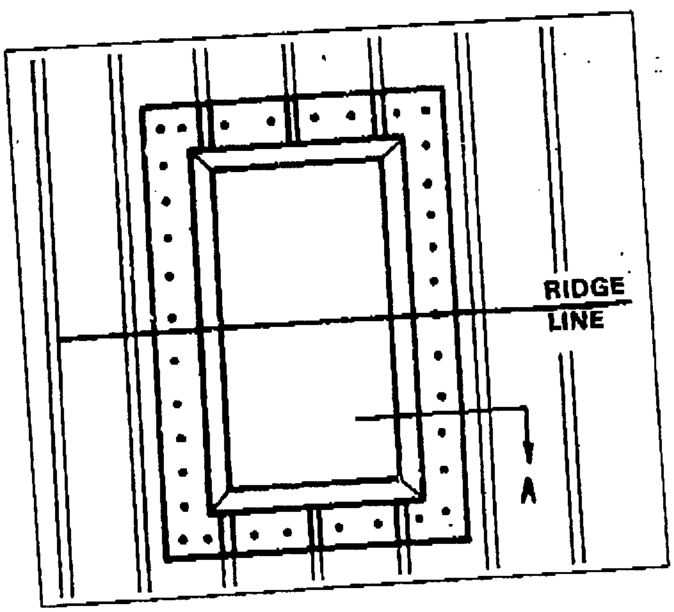
FOR INSTALLATION OVER ROOF PANELS



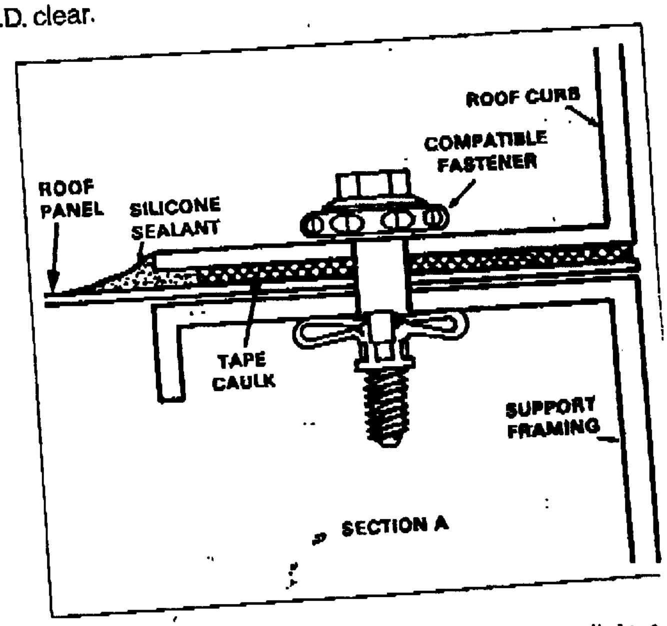
A.
1. On fully sheeted roof, locate and mark center line of roof opening on ridge.
2. Using distance from center line to major ribs as a guide, layout and mark roof opening to curb inside dimensions.



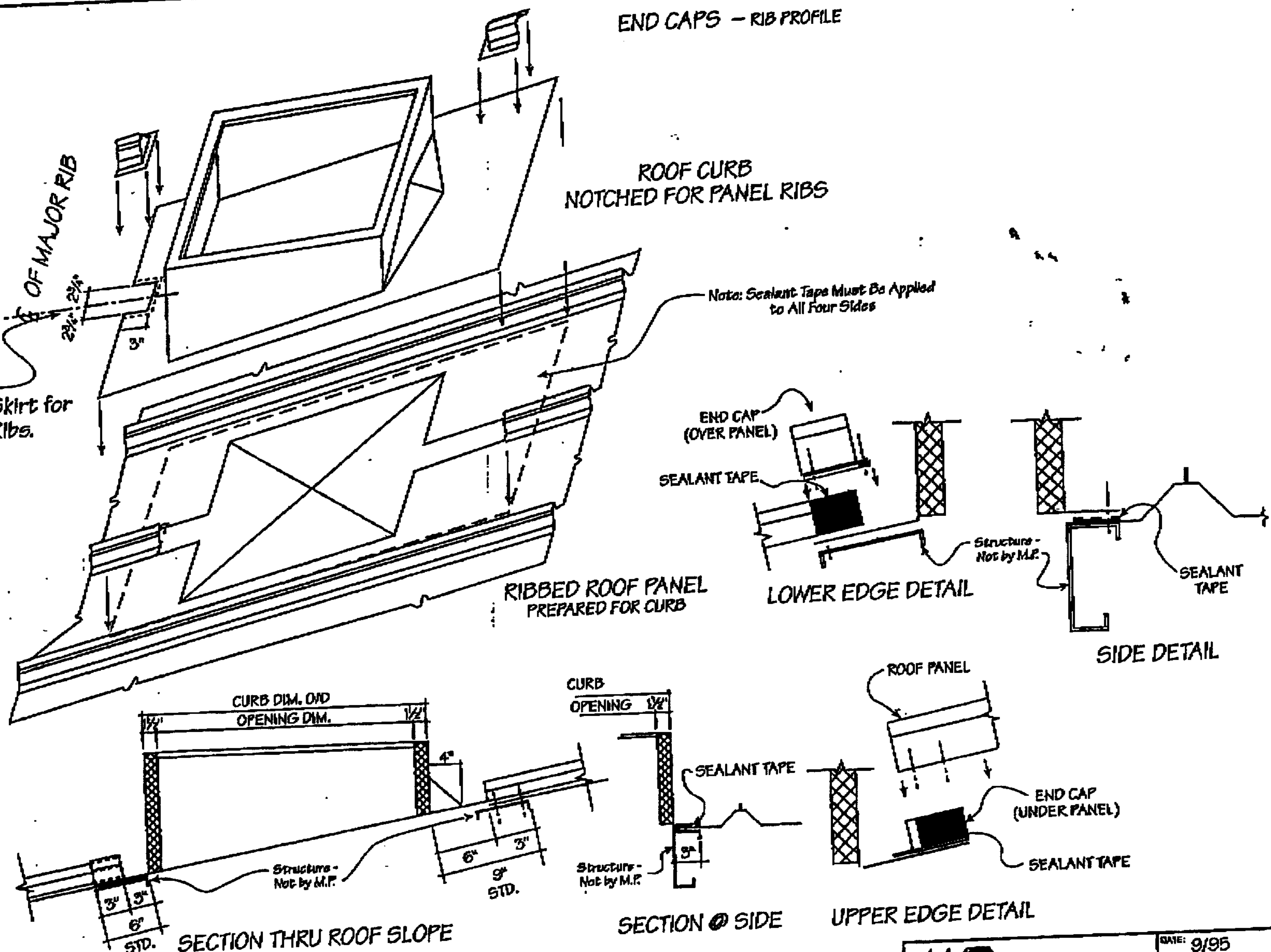
B.
3. Cut out roof opening to I.D. of curb, plus an additional 1-1/2" of the major ribs on the eave sides of the opening to allow the curb to seal to flat of roof deck.
4. Install structural support framing for roof curb and equipment loads equipment loads beneath roof curb and equipment loads beneath roof curb walls and flanges around opening. Keep I.D. clear.



C.
5. Turn roof curb upside down and apply tape caulk to curb flanges.
6. Press the curb in place on the roof deck. Fasten curb to support steel through curb flange and roof deck using suitable fasteners compatible\with roof system. A minimum of four fasteners per side spaced on 3" centers or less as roof system permits. Fasteners should withstand a minimum pullout force of 150# each.



D.
7. Seal edge of roof curb flange with silicone caulk to a sure watertight weather seal.
8. Apply a closed cell neoprene strip to top rail of roof c before setting a rooftop unit. Equipment should be fastened directly to curb wall using compatible fasteners.



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E-mail: info@mpvent.com

DATE:	9/95
TITLE:	INSTALLATION INSTRUCTIONS
PART:	ROOF CURB
	MPD-25

RC-6/2

Customer:

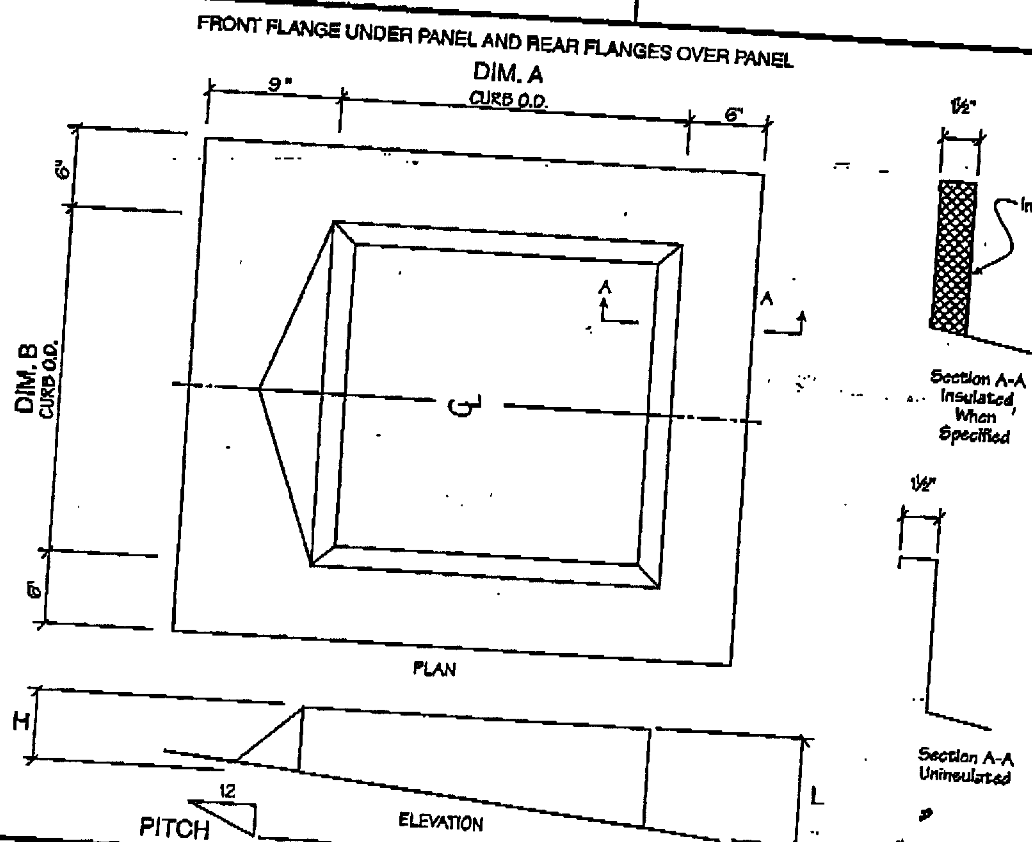
Ship To:

Order No.:
Job No.:
Order Date:
Due Date:

Metallic Products
SLOPE MOUNT ROOF CURB
No Corrugation, For Over & Under Deck Installation
MP-RC6

STANDARD FEATURES
1. 16 gauge galvalume steel shell and baseplate
2. Corners mitered and welded watertight
3. Curbs prime painted after fabrication
4. Additional reinforcing when specified
5. Water diverting cricket
6. 6" minimum height on ridge side
7. 1½" – 3# density insulation when specified

ADDED OPTIONS
1.
2.
3.
MATCH ROOF PANEL
(LOOSE RIBS)



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