City Council of Peachtree City
Agenda
November 17, 2011
7:00 p.m.

I. Call to Order

II. Pledge of Allegiance

III. Announcements, Awards, Special Recognition
Acknowledge Donations to the City
Proclamation for National Hospice Awareness Month
Recognize Employee of the Month – Jamie McDowell
Recognize Mike Rogers – 30 Years of Service

IV. Citizen Comment

V. Agenda Changes

VI. Minutes
November 3, 2011, Regular Meeting Minutes

VII. Monthly Reports

VIII. Consent Agenda

1. **Consider Budget Amendments – FY 2011**
2. **Consider Budget Amendments – FY 2012**

Items 1 & 2 - Housekeeping amendments related to the conclusion of the Fiscal Year

3. **Consider Resolution – 911 Prepaid Cell Charges**

Establishes a $.075 911 charge for 911 for prepaid wireless transactions at point of sale

4. **Certify Election Results**

Council must vote to certify the results of the November 8, 2011, Municipal Election

5. **Consider Alcohol Ordinance Amendment – Sunday Package Sales**

Amendment incorporates the voter approved Sunday Package Sales

6. **Consider Sole Source Name Brand Purchase of Bobcat T650**

$40,592 equipment purchase from Bobcat of Atlanta

IX. Old Agenda Items

09-11-04 Consider Amendments to Land Development Ordinance, Appendix B Vegetation Protection and Landscape Requirements – Tree Removal Permit Process
Staff is requesting Council endorsement of an FAQ to move forward with ordinance amendments

X. New Agenda Items

11-11-03 Consider Expanded Services with Fayette Senior Services for Recreation Programming
Public/Non-profit Partnership would assess and enhance programming for adults 50+ offered at The Gathering Place and McIntosh Trail Complex.

11-11-04 Discuss Changes and Usage of McIntosh Trail (Shakerag) Recreation Complex
Council Member Fleisch will make a presentation regarding the changes at the complex

11-11-05 Presentation by Fayette County Development Authority

11-11-06 Discuss / Consider Dissolution of the Development Authority of Peachtree City

11-11-07 Consider Memorandum of Understanding related to the development of the McIntosh Village retail center
The MOU would establish guidelines for the development of the retail center in exchange for the abandonment of existing roads and rights-of-way

11-11-08 Citizen Request to Address Council – Mr. Bill Posey, 505 Creekside Way
Mr. Posey has asked to address County about the Bradford Estates Pond

XI. Council/Staff Topics
Hot Topics Update
Six-month Review – Outdoor Display Ordinance Regulating the Use of Walking Advertising

XII. 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
Meeting Minutes
November 3, 2011
7:00 p.m.

The Mayor and City Council of the City of Peachtree City met in regular session on Thursday, November 3, 2011. Mayor Don Haddix called the meeting to order at 7:00 p.m. Other Council Members present: Vanessa Fleisch, Doug Sturbaum, Kim Learnard, and Eric Imker.

Announcements, Awards, Special Recognition
Representatives from the Governor's Office of Highway Safety recognized the Peachtree City Police Department for setting an example for the State of Georgia and the country in the National Law Enforcement Challenge.

Citizen Comment
There was none.

Agenda Changes
There were none.

Minutes
Imker said he had requested an amendment in the October 6, 2011, minutes to correct an error relating to the five-year impact of the bonds. Sturbaum moved to approve the October 6, 2011, regular meeting minutes as amended and the October 20, 2011, regular meeting minutes as presented. Imker seconded. Motion carried unanimously.

Consent Agenda
1. **Consider Stormwater Facility Maintenance Agreement – Walgreen's**
2. **Consider Addendum to Enterprise Vehicle Lease Agreement**

Learnard moved to approve the Consent Agenda. Sturbaum seconded. Motion carried unanimously.

Old Agenda Items
10-10-CA1 Consider Alcohol License – NEW – Private Club/Bar, 300 Clover Reach
City Clerk Betsy Tyler addressed Council, saying that applicant Dar Thompson was present. Tyler said Council had approved the license for Thompson's establishment in October 2010 and Thompson had paid his $5,500 license fee for 2011 at that time. Some construction issues had delayed the project, and Thompson had kept staff up to date on the progress. However, staff did not note that the six-month period following the license approval had lapsed. Peachtree City's ordinance stipulated that, if an alcohol license is granted but the business does not open within six months, Council had to approve an extension and the license fee was forfeited.

Tyler said Thompson was working to open in December of 2011, which meant he owned $2,750 for the license. He also added an additional bar, which required a $550 fee for 2011, which totaled $3,300 for the license for the remainder of 2011 and $6,600 for the 2012 license.

Thompson had requested that the original $5,500 be applied to his FY 2011 and 2012 licenses, meaning he would not owe any additional payment for 2011 and would pay $4,400 for 2012. Thompson confirmed that was his request.

Tyler continued that in previous years, businesses had come to Council to request license extensions and refunds or credit for fees that had been paid and unused.

Imker said there seemed to be a precedent and asked Tyler if part of the issue was due to an oversight on the part of staff for not notifying Council about the six-month deadline. Tyler confirmed this. Imker said he wanted to assure local businesses that the City was business friendly and businesses should not be penalized due to an oversight. He supported approval. Fleisch clarified that he favored applying the existing fee, and Imker confirmed.

Learnard moved to reapprove the alcohol license for Tommyco, Inc., and the applicants request for credit for the fees already paid. Sturbaum seconded. Motion carried unanimously.

New Agenda Items

11-11-01 Public Hearing – Consider Reaffirmation of Multi-Family Rezoning Moratorium

Having no members of the public wishing to speak, the Mayor closed the public hearing.

Tyler said Council had adopted the multi-family rezoning moratorium in effect for over 10 years. The moratorium prohibited property owners from submitting a request to rezone property for multi-family development, but it did not affect the development of property already zoned for multi-family use. Applicants for rezoning had to first come to Council to request that the moratorium be lifted for their property before submitting the rezoning application.

Sturbaum moved to reaffirm the multi-family rezoning moratorium. Fleisch seconded. Motion carried unanimously.

11-11-02 Presentation from Friends of the Library

Paul Lentz, secretary of the Peachtree City Library Corporation, also known as the Friends of the Library, explained that the organization was created in 1973 to bring library service to Peachtree City to improve on the weekly book mobile that came from Griffin. The group currently supported the library operations and had 140 members.

The organization had made over $20,000 in purchases and donations for the Library in 2011, including three new computers for the children's department, helping to sponsor the Summer Reading Program, purchasing books and videos, and seeing $10,000 in books donated. The Friends also helped sponsor the Exceptionally Good Times Program for disabled young adults, hosted the book sale, and contributed 1,600 volunteer hours in operation of the Library. Last year, the Friends began a monthly program featuring Georgia authors as speakers, which had been very popular.

Lentz said that the future focus for the group included issues that would affect library operations everywhere, including the growth of e-books and non-traditional media, as well as funding sources (public and private) for library services. He noted that the Peachtree City Library had 250,000 visits each year.

The Friends of the Library's principal funding source was through the sale of used books, and they would be looking for additional funding sources to support their work. They would also continue to focus on membership and recruiting.

Lentz then addressed an issue of local library operation concern. The previous week, County Commission Chairman Herb Frady had stated that withdrawing from the Flint River Regional Library System, which had been discussed at the County level, was off the table. However, Fayette County's membership would be up for renewal in the coming year.

Lentz explained that, each year, Fayette County put a total of $136,000 toward Flint River membership, with $105,000 coming from Fayette County, $24,000 from Peachtree City, and $7,000 from Tyrone. In return, the County received over $225,000 in services, including access to 9.6 million items from 300 libraries across the state, T-1 Internet lines, and online access to databases, software, and grants. Membership also helped provide the audio book downloads and e-books for devices like iPad and Kindle.

Withdrawing from the Flint River system would require an estimated $450,000 in transition and set-up costs and an estimated increase in operations of $400,000 per year. He encouraged Council to support continued membership in the Flint River System.

Lentz concluded by saying the Friends bylaws established their mission to support the role of the Peachtree City Library through program sponsorship and additional funding for materials. Since the disbanding of the Library Commission, the group also served to provide citizen input and representation.

Haddix said he thought he spoke for all of Council when he said that Peachtree City wanted to keep what was currently in place for the Library. He thanked Lentz and the Friends of the Library for their work.

Learnard asked when the next meeting for the Friends of the Library would be held. Lentz clarified that the group only held formal meetings twice per year, the next being on Thursday, December 1, 7:00 p.m. The monthly events served in lieu of regular monthly meetings, and interested members of the public were welcome to all the functions.

Imker asked how the issue of withdrawing from Flint River had originally arisen. Lentz said he was speculating, but there had been an August article in a local paper about the regional system withdrawing funding for the County Library Manager. The County then began considering withdrawal from the system. Learnard noted that last week the County had voted to fund the County Library Manager position.

Imker asked if membership in the Flint River System was considered or renewed annually, and consensus indicated membership renewal was every 10 years.

Council/Staff Topics

City Manager Jim Pennington informed Council that the new sewer system for Fire Station 84 had not yet been approved and he would be talking to City Attorney Ted Meeker about some of the requirements. The Kedron pool bubble construction was moving forward at a good pace. Construction on the rear of the Library was nearly complete, but dust had raised the issue of having the Library carpets cleaned.

Acting Community Services Director Jill Prouty reported that Regents Public Library Advisory Committee and Georgia Council for Public Libraries would be meeting at the Peachtree City Library on Monday, November 7.

Learnard said she wanted to make couple of clarifications based on recent online discussions about the City's budget. She noted the budget was available on the City's web site and wanted to point out where people could find information about the Development Authority of Peachtree City (DAPC) funding.

Haddix said this was a discussion related to the upcoming November 8 Municipal Election and could not be discussed. Learnard said she wanted to clarify where people could look on the web site. Haddix said they would not discuss election issues at Council meetings. Learnard appealed the motion of the chair. Haddix overruled, said Learnard was out of order, said the ruling could not be appealed, and called for Executive Session.

City Attorney Ted Meeker clarified that a member of Council could appeal a ruling by the chair with a motion. Haddix indicated that election campaign issues could not be discussed in Council Chambers. Learnard said she was not discussing election issues. She was asking to look at the City budget on the City web site. Haddix said this was a campaign issue. Meeker said there were state ethics laws addressing what could be discussed related to elections. Learnard said she would respect those laws.

Learnard again moved to appeal the action of the chair. Imker seconded. Motion carried with four voting in favor (Mayor Haddix did not cast a vote).

Learnard asked staff to display the City's web site, noting the web address and links to the Finance Department page. She said the budgets were all online, and each one gave a nice, concise summary of the City with reader's guide. She encouraged people to take the time to review the online budgets. Learnard also noted that Council had passed the budget unanimously and there was $7,500 in new funding dedicated to the DAPC in FY 2012. Imker asked if that money had already been appropriated, and Assistant Finance Director Janet Camburn confirmed it had.

Learnard then said she wanted to discuss the City's budget process, saying it was very transparent. Work on the budget began with the annual Council Retreat, followed by multiple workshops, and public hearings. She continued that, in addition to what occurred in public meetings, much more went on behind the scenes among the City Manager and Directors and Chiefs. This year, Dr. Pennington presented his best budget to Council after working with staff, and Learnard said she appreciated the streamlined process. She said Council did not see some of the requests that departments initially made that were not included in the budget that was presented.

Learnard continued that there had been some online campaign discussion about a public safety records management system, and she was not going to address the discussion, but she read about it in the paper and had not heard of it, and Council did not discuss it or vote on it. It was something Dr. Pennington and his chiefs and directors addressed behind the scenes and it did not come to Council.

Haddix said the audience had heard a nice campaign on some items that could be disputed, and they would leave it to the candidates to discuss, noting there had been information in the public sphere about the records system that the public found.

Sturbaum moved to enter Executive Session to discuss a personnel issue at 7:40 p.m. Learnard seconded. Motion carried unanimously.

Sturbaum moved to reconvene in regular session at 7:49 p.m. Learnard seconded. Motion carried unanimously.

There being no further business, Sturbaum moved to adjourn the meeting. Learnard seconded. Motion carried unanimously. The meeting adjourned at 7:50 p.m.

Betsy Tyler, City Clerk

Don Haddix, Mayor

City Event Calendar

	November	December
	11/12 – Veterans Day Remembrance (Atlanta Regional Airport-Falcon Field) 11/17 – City Council Meeting, 7 pm 11/24 & 25 – Thanksgiving Holiday, City Offices Closed	12/1 – City Council Meeting, 7 pm 12/3 – Hometown Holiday – Council Workshop (Tentative), 6:30 12/15 – City Council Meeting, 7 pm 12/23 & 26 – Christmas Holiday, City Offices Closed
January	**February**	**March**
1/1 – New Year's Day 1/2 – New Years Day Celebrated, City Offices Closed 1/3 – Council Workshop (Tentative), 6:30 1/5 – City Council Meeting, 7 pm 1/16 – MLK Holiday, City Offices Closed 1/19 – City Council Meeting, 7 pm	2/2 – City Council Meeting, 7 pm 2/7 – Council Workshop (Tentative), 6:30 2/16 – City Council Meeting, 7 pm	3/1 – City Council Meeting, 7 pm 3/6 – Council Workshop (Tentative), 6:30 3/15 – City Council Meeting, 7 pm
April	**May**	**June**
4/3 – Council Workshop (Tentative), 6:30 4/5 – City Council Meeting, 7 pm 4/19 – City Council Meeting, 7 pm	5/1 – Council Workshop (Tentative), 6:30 5/3 – City Council Meeting, 7 pm 5/17 – City Council Meeting, 7 pm 5/28 – Memorial Day, City Offices Closed	6/5 – Council Workshop (Tentative), 6:30 6/7 – City Council Meeting, 7 pm 6/21 – City Council Meeting, 7 pm
July	**August**	**September**
7/3 – Council Workshop (Tentative), 6:30 7/4 – Independence Day, City Offices Closed Parade, Fireworks 7/5 – City Council Meeting, 7 pm 7/19 – City Council Meeting, 7 pm	8/2 – City Council Meeting, 7 pm 8/7 – Council Workshop (Tentative), 6:30 8/16 – City Council Meeting, 7 pm	9/3 – Labor Day, City Offices Closed 9/4 – Council Workshop (Tentative), 6:30 9/6 – City Council Meeting, 7 pm 9/20 – City Council Meeting, 7 pm

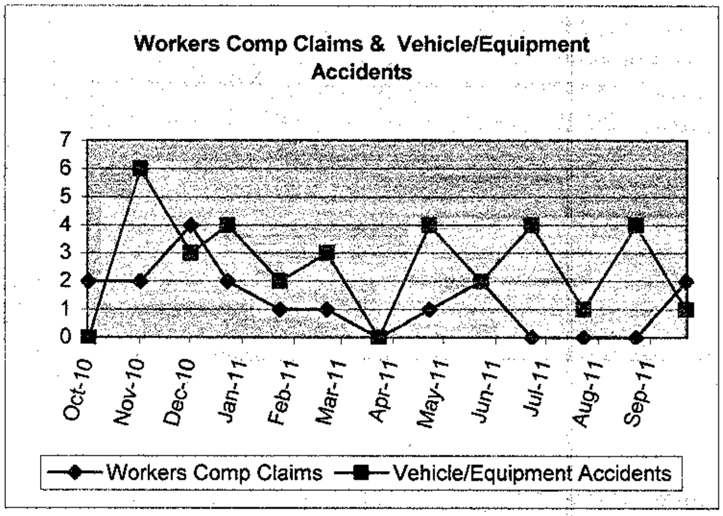
*Note: Items in **BOLD** are new additions*

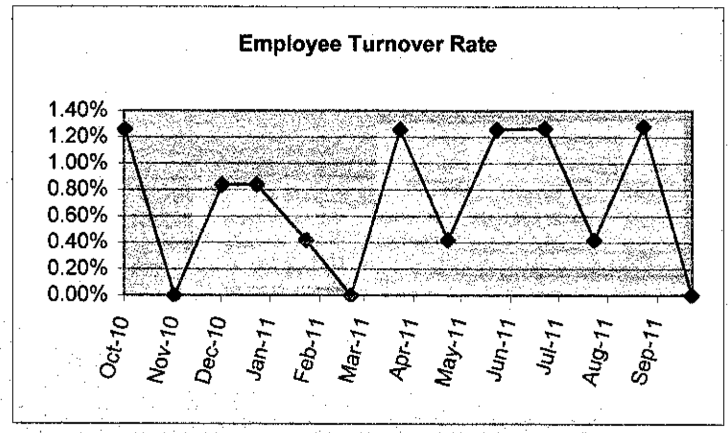
Updated 11/10/2011

Administrative Services

Monthly Report

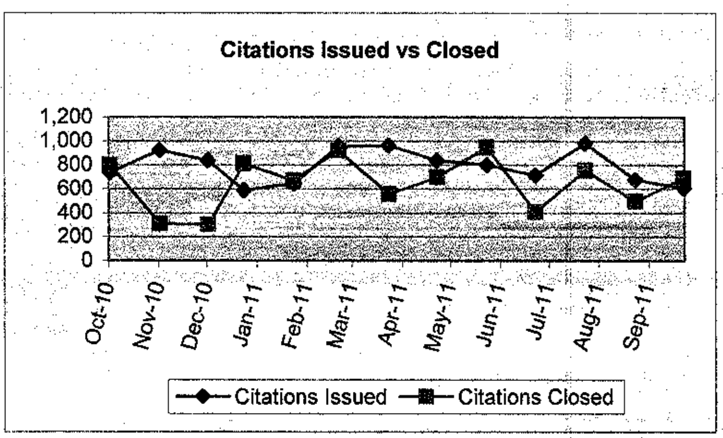
Human Resources & Risk Management

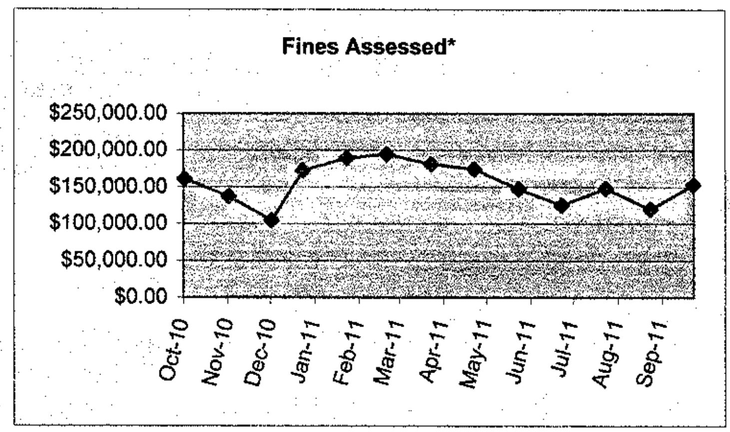


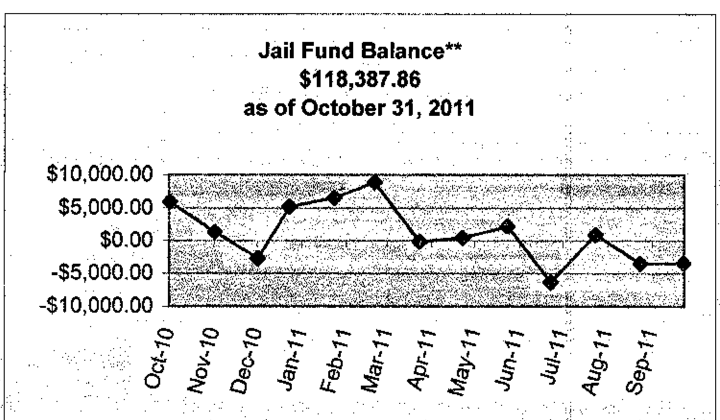


NOTE: The 22 terminations YTD for FY 2011 include seven retirements.

Municipal Court



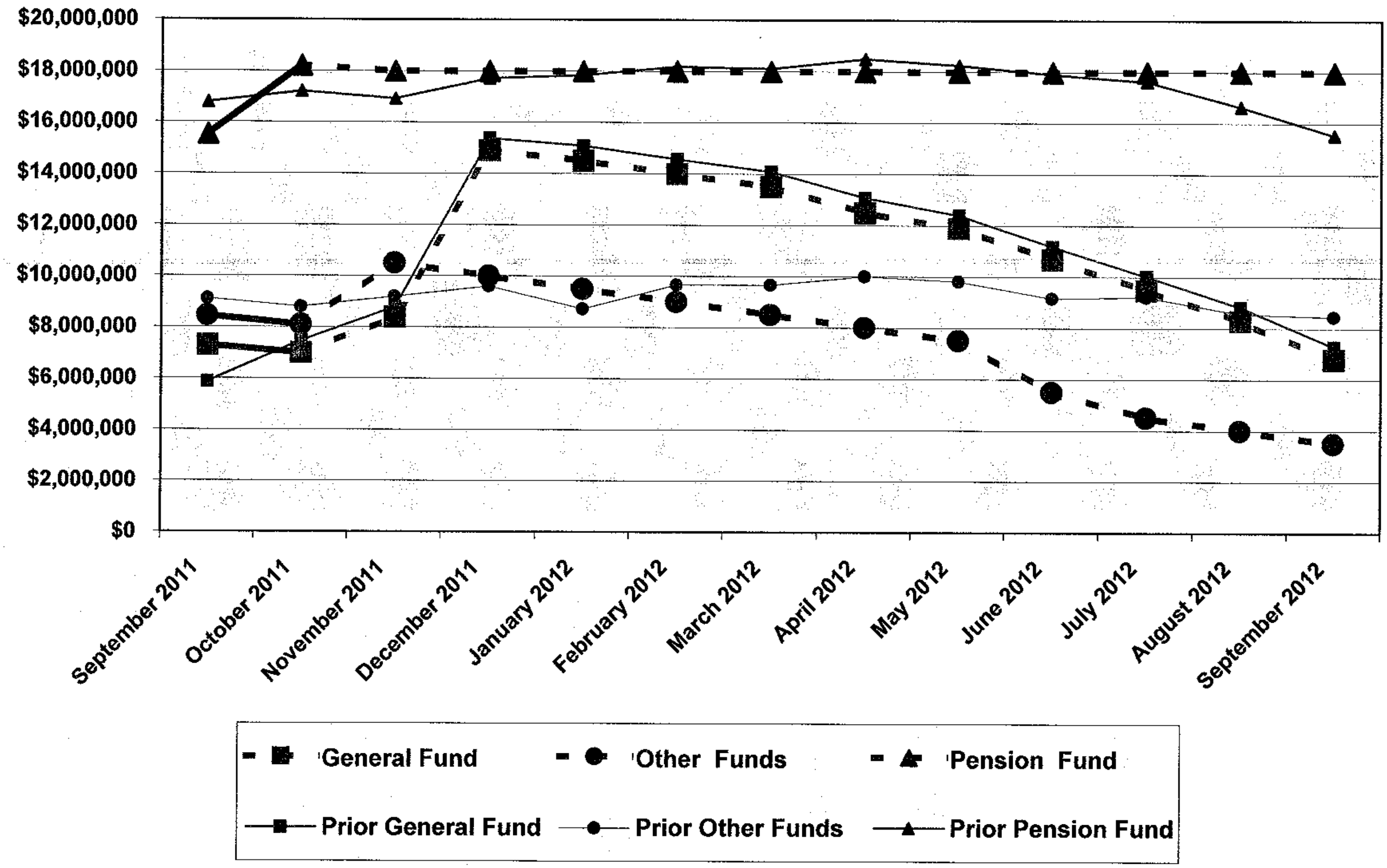




* Approximately 33% of the Municipal Court Fines Collected reflect mandated add-ons that pass through to State and other agencies. The monies reflected above are not the actual revenues received; for revenue received, please refer to Financial Services report "General Fund Revenues Received: Fines & Forfeitures"

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

CITY OF PEACHTREE CITY
FISCAL YEAR 2012 (with prior year comparison and current year estimates)
MONTHLY ENDING CASH/INVESTMENT BALANCES
(UNAUDITED)



Note: Other Funds include Special Revenue Funds, Capital Projects Funds, Debt Service Funds, Proprietary Funds (including the Stormwater Utility Fund), and Agency Funds.

CITY OF PEACHTREE CITY
MONTHLY REPORT
GENERAL FUND AND HOTEL/MOTEL TAX FUND
BUDGET COMPARISON (UNAUDITED)
FOR THE ONE MONTH ENDED OCTOBER 31, 2011

PERCENTAGE OF BUDGET YEAR COMPLETED 8.33% (ACTUAL TRANSACTIONS STILL PENDING)

GENERAL FUND REVENUES BY MAJOR CATEGORIES

Description	2012 Budget	YTD Actual	Dollar Difference	Percentage To-Date
General Property Taxes	$ 11,766,742	$ 574,930	$ (11,191,812)	**4.89%**
Franchise Taxes	2,603,612	87	(2,603,525)	**0.00%**
Local Option Sales Tax	6,520,000	543,514	(5,976,486)	8.34%
Other Sales & Use Taxes	704,550	58,734	(645,816)	8.34%
Business Taxes	2,254,651	1,613,587	(641,064)	71.57%
Licenses & Permits	641,637	54,372	(587,265)	8.47%
Intergovernmental/Grants	300,020	28,500	(271,520)	9.50%
Charges for Services - Other	953,750	21,319	(932,431)	**2.24%**
EMS Billings	502,988	40,000	(462,988)	**7.95%**
Fines & Forfeitures	1,254,964	115,338	(1,139,626)	9.19%
Investment Income	76,974	4,181	(72,793)	**5.43%**
Other Revenue	110,448	14,028	(96,420)	12.70%
Other Financing Sources	1,154,905	24,483	(1,130,422)	**2.12%**
Total General Fund Revenues	$ 28,845,241	$ 3,093,073	$ (25,752,168)	10.72%
Surplus Carryover	(1,271,803)			
Total General Fund	$ 27,573,438			

GENERAL FUND EXPENDITURES BY DIVISION AND/OR TYPE

Division and/or Type	2012 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Executive Services	$ 452,542	$ 22,125	$ 430,417	4.89%
Administrative Services	1,301,704	68,570	1,233,134	5.27%
Financial Services	1,166,806	112,059	1,054,747	**9.60%**
Police Services/Code Enforcement	7,148,427	542,888	6,605,539	7.59%
Fire/EMS Services	6,619,326	497,158	6,122,168	7.51%
Public Works/Buildings & Grounds/Engineering	4,422,090	254,705	4,167,385	5.76%
Community Services	4,320,096	254,250	4,065,846	5.89%
Non-Divisional:				
Unemployment Insurance	48,000	-	48,000	0.00%
Council Contingency	-	-	-	0.00%
Non-Profit Organizations	26,757	26,757	-	**100.00%**
Transfer to Development Authority	7,500	7,500	-	**100.00%**
Transfers to Other Funds	2,457,760	70,117	2,387,643	2.85%
Liability Insurance	89,243	-	89,243	0.00%
Litigation Services	100,000	-	100,000	0.00%
General Administration/Miscellaneous	46,318	42	46,276	0.09%
Budgeted Savings	(633,131)	-	(633,131)	0.00%
Total General Fund	$ 27,573,438	$ 1,856,171	$ 25,717,267	6.73%

HOTEL/MOTEL FUND REVENUES

Description	2012 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Total Hotel/Motel Taxes	$ 796,280	$ 70,351	$ (725,929)	8.83%

HOTEL/MOTEL TRANSFERS OUT

Type	2012 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Transfer to General Fund	$ 265,427	$ 23,450	$ 241,977	**8.83%**
Transfer to Tourism Association	530,853	46,901	483,952	**8.84%**
Total Hotel/Motel Transfers Out	$ 796,280	$ 70,351	$ 725,929	**8.83%**

CITY OF PEACHTREE CITY
FINANCIAL SERVICES
MONTHLY REPORT
(UNAUDITED)
AS OF OCTOBER 31, 2011

SUMMARY OF OVER $10,000 EXPENDITURES APPROVED BY CITY MANAGER
OCTOBER 2011

Description	Vendor	Award	Date
Computer Monitoring & Filtering Software	Spectorsoft Corp.	$ 20,000.00	10/04/2011
BCS Pond Reconfiguration-Constr.Plans/Permits	Integrated Science	19,380.00	10/05/2011
Portable Radios - PD	Motorola	26,832.20	10/25/2011

PURCHASING REPORT
FOR MONTH ENDED October 31, 2011 AND October 31, 2010

Activity	Fiscal Year 2012	Fiscal Year 2011
Purchase Orders / Requisitions Processed	335	337
City Store Requisitions Processed	13	16
Sealed Bids Requested	7	3
Requests for Proposals	1	0
Bids Awarded	4	1
Requests for Proposals Awarded	0	2
Contracts Prepared	4	3
Electronic Auction	5	0
Fixed Assets Purchased	4	1
Roof - Public Works		
Roof - Station 82		
Computer Monitoring & Filtering Software		
Portable Radios - PD		

CITY OF PEACHTREE CITY
DONATIONS RECEIVED
OCTOBER 2011

POLICE	
Dr. G. Anthony Slagel	500.00
TOTAL MONTH OF OCTOBER 2011	$500.00

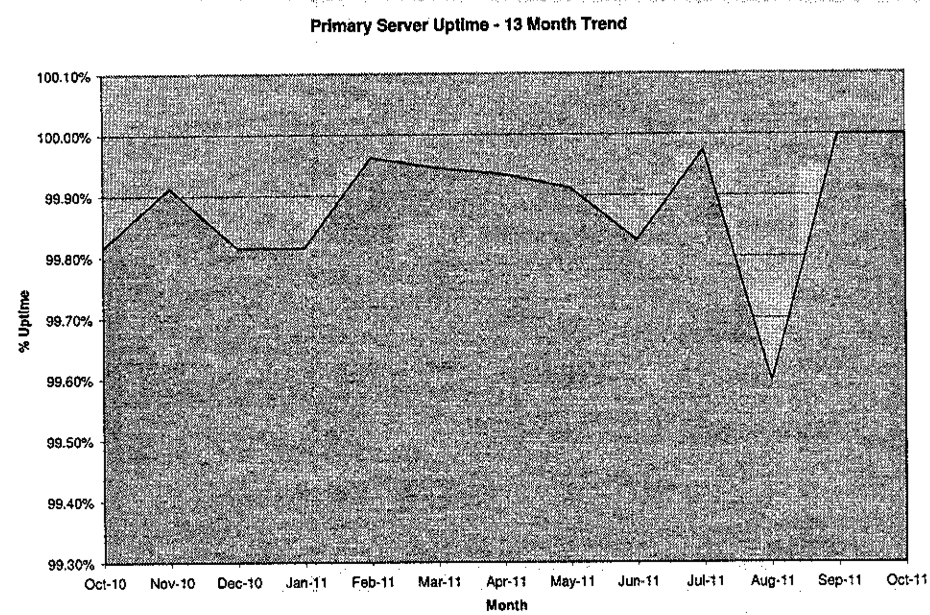
CITY OF PEACHTREE CITY
RECREATION REVENUE
AS OF OCTOBER 31, 2011
WITH COMPARISONS TO OCTOBER 31, 2009, 2010, & 2011

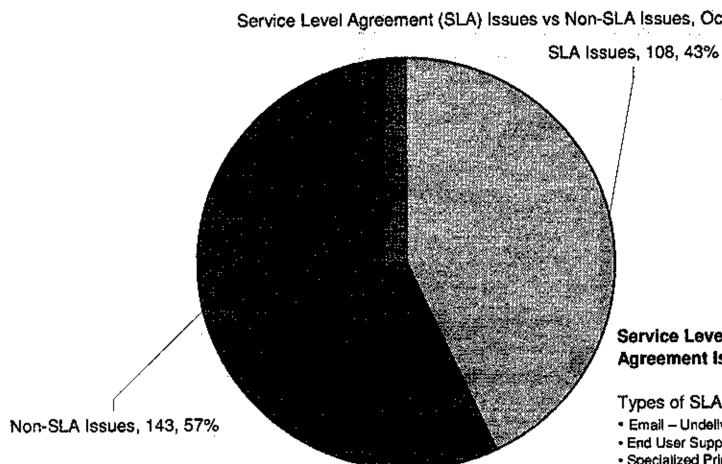
RECREATION REVENUE	ACTUAL THRU OCTOBER 2009	ACTUAL THRU OCTOBER 2010	ACTUAL THRU OCTOBER 2011	ORIGINAL BUDGET FY 2012	BUDGET ADJUSTMENTS	CURRENT BUDGET FY 2012	ACTUAL THRU OCTOBER 2012
Program Fees - Recreation	$ 2,635	$ 2,685	$ 2,722	$ 187,533	$ -	$ 187,533	$ 1,785
Programs Fees - Kedron	1,435	2,683	6,078	145,000	-	145,000	4,031
Program Fees - Gathering Place	1,037	2,262	902	18,437	-	18,437	2,323
Facility Rental - Recreation	205	20	566	9,612	-	9,612	200
Facility Rental - Kedron	-	160	410	7,247	-	7,247	993
Facility Rental - Gathering Place	540	425	685	7,745	-	7,745	1,915
Program Fees - Pool Revenue	5,841	1,089	2,315	150,517	-	150,517	-
Program Fees - Rec Pool Revenue	-	-	-	20,000	-	20,000	257
	$ 11,693	**$ 9,324**	**$ 13,678**	**$ 546,091**	**$ -**	**$ 546,091**	**$ 11,504**

Recreation Programming notes- The Peachtree City Youth BB Association began using Kedron on October 4th for their upcoming season. Kedron hosted a Judo Tournament on the 8th with just under (100) participants. We certified roughly (59) youth basketball coaches for the PTCYBA. SCAT began using the Kedron gymnasium on October 17th as opposed to using the Glenloch pool for training. The Gathering Place hosted the "Call to Action" Series on October 11th and 25th. The Peachtree City Garden Club utilized the Gathering Place for a large meeting on Oct. 20th with close to (50) people in attendance. The Gathering Place hosted an Open House with a free concert featuring the Peachtree City Wind Ensemble on October 23rd with just over (100) people in attendance. The Gathering Place hosted a Candidate Forum on October 24th with (77) people attending.
Special Events Notes- The Alzheimer's Walk was held at Shakerag Knoll on October 1st from 8am- 1pm. The Great Georgia Air Show was at Falcon Field October 8th & 9th. A Prayer Rally was held at Drake Field from 10:30am- 2pm on October 15th. The Peachtree City Classic was at 8am on October 15th as well with roughly (4,000) participants. The Georgia Heartland Doggie Walk was held on October 22nd at Shakerag Knoll . On October 29th the McIntosh Trail Complex was the site for the Civitan Chili Challenge from 11am- 3pm, The Not So Frightful Storytelling Event and Halloween party from 2-4pm, The Dog Park Howl- O- Ween event from 1- 4pm and the National Prescription Drug Take Back Day from 10am- 2pm. The Braelinn Complex hosted a Cross Country event on October 29th beginning at 6:30am.
Tournaments Notes- TNT Baseball Tournament at BSC on October 16th, NSA One- pitch Softball Tournament at Meade Adult on October 21st, One Day Baseball Shootout at BSC on October 23rd, NSA Softball Tournament at Meade Adult on October 29th.
Library Notes- Library fines and fees have been moved to separate report.

City of Peachtree City
Information Technology Statistics and Trends
For Period Ending October 31, 2011
Report Date – November 8, 2011

Server Uptime and Technology Issue Statistics



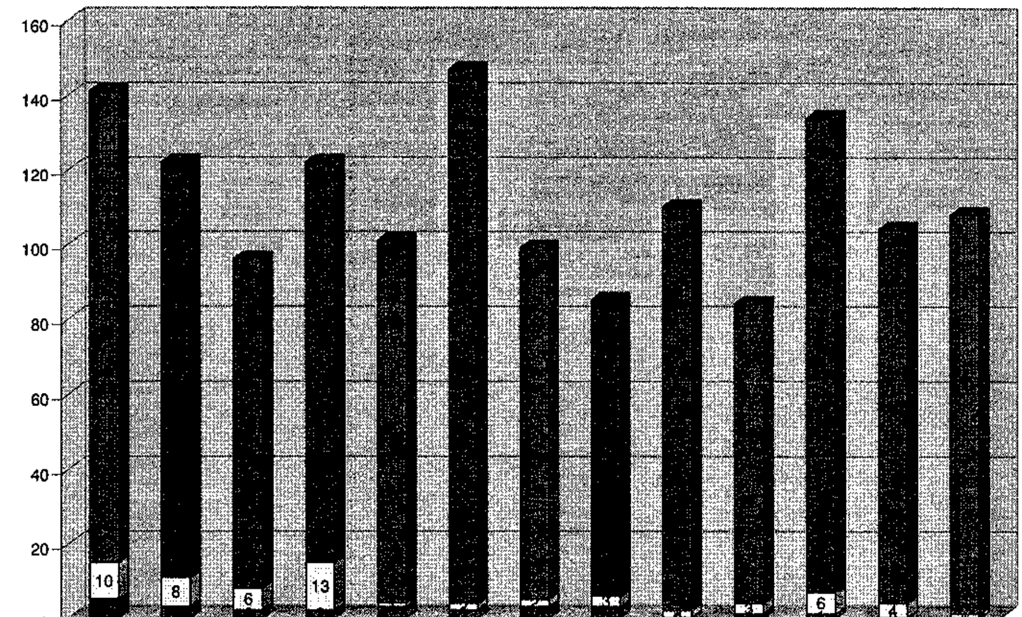


Service Level Agreement (SLA) vs. Non-Service Level Agreement Issue Types

Types of SLA-tracked issues:
- Email – Undeliverables & Quarantines
- End User Support
- Specialized Printing Requests
- Telephone System Issues & Requests
- Virus/Spyware Infection
- Outages

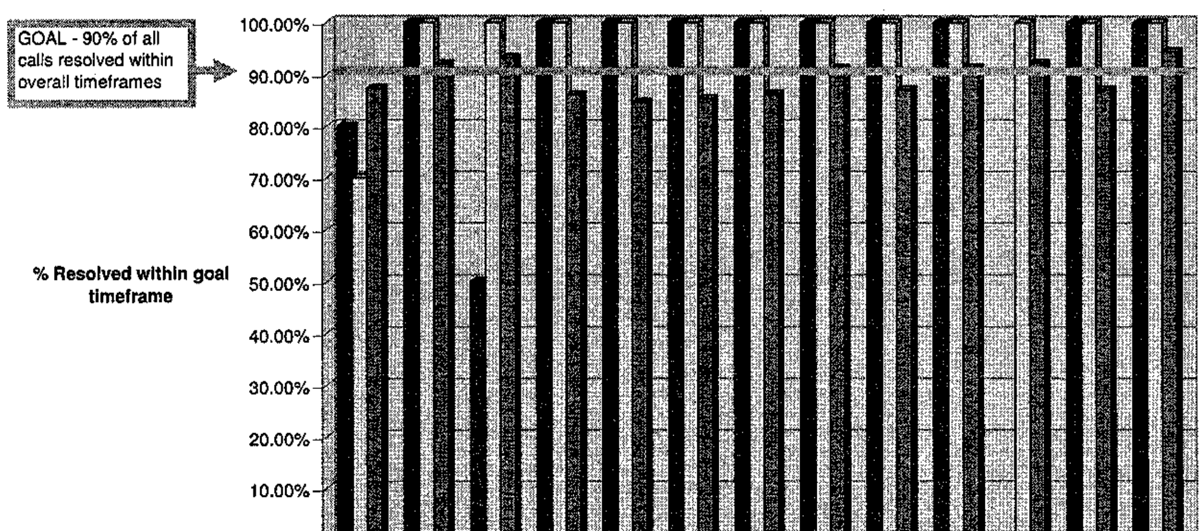
Types of non-SLA issues:
- AV Setup Requests
- Custom Database/Web App Maintenance
- GIS Requests
- Maintenance/Move Requests
- Projects
- Requests Not Technical in Nature
- Training Requests
- Video Requests

Issue Volume by Severity/Impact - SLA Tracked Support Calls - 13 Month Trend



	Oct 2010	Nov 2010	Dec 2010	January 2011	February 2011	March 2011	April 2011	May 2011	June 2011	July 2011	August 2011	September 2011	October 2011
Number of "Normal" Issues	126	111	88	107	97	143	94	79	106	80	127	100	107
Number of "Important" Issues	10	8	6	13	1	2	2	3	2	3	6	4	1
Number of "Emergency" Issues	5	3	2	2	3	2	3	3	0	1	1	0	0

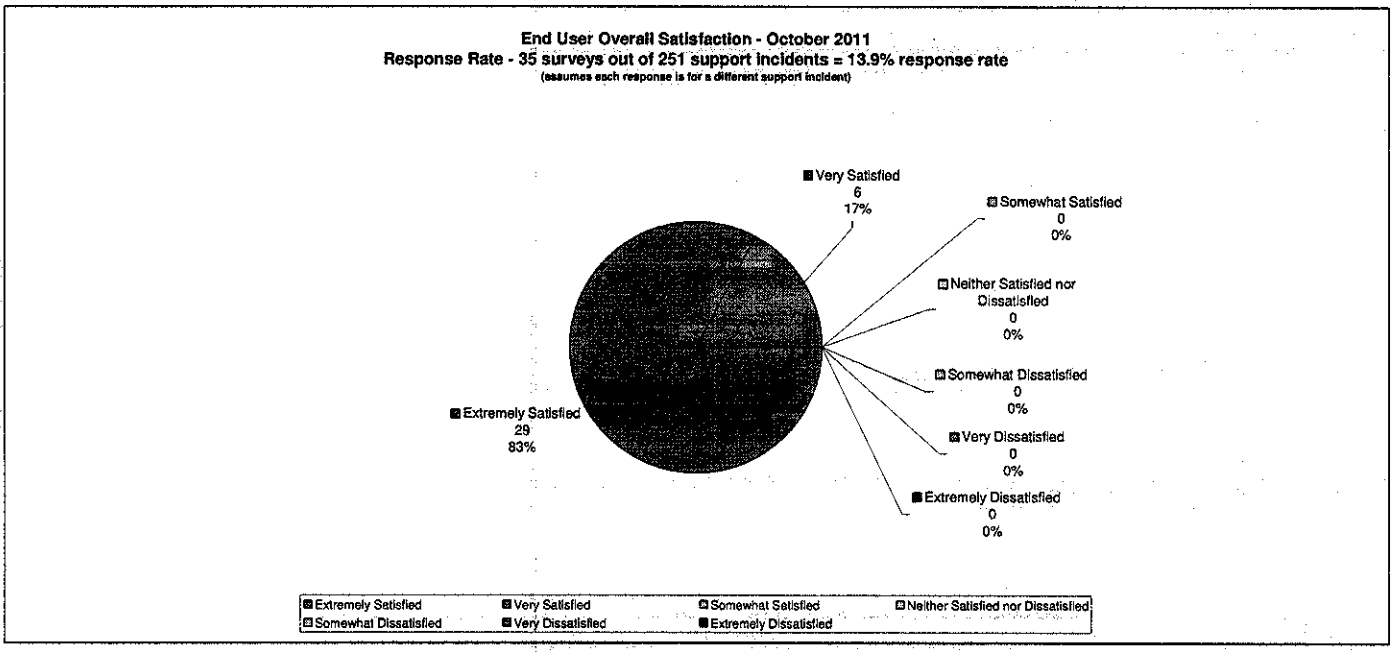
SLA - Call Resolution Goal Analysis - 13 Month Trend



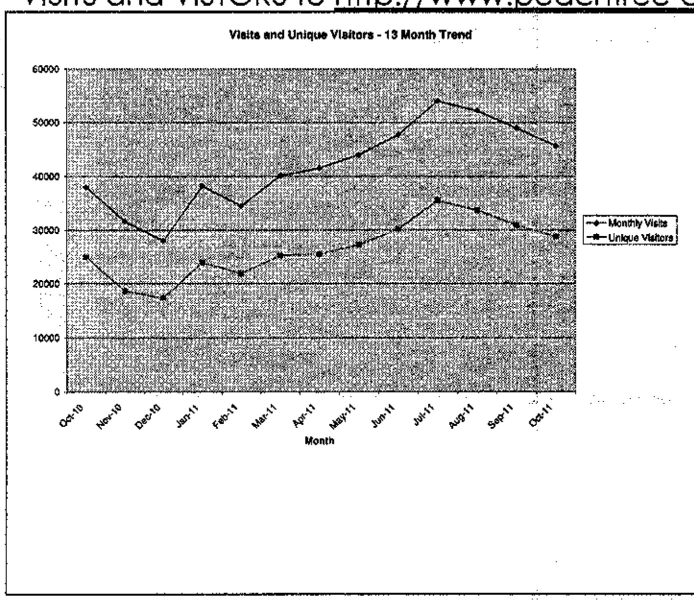
	Oct 2010	Nov 2010	Dec 2010	January 2011	February 2011	March 2011	April 2011	May 2011	June 2011	July 2011	August 2011	September 2011	October 2011
Emergency Issues - % Resolved within 1 hour	80.00%	100.00%	50.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	0.00%	100.00%	100.00%
Important Issues - % Resolved within 4 business hours	70.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Normal Issues - % Resolved within 12 business hours	87.30%	91.89%	93.18%	85.98%	84.54%	85.31%	86.17%	91.14%	87.04%	91.25%	92.13%	87.00%	94.39%

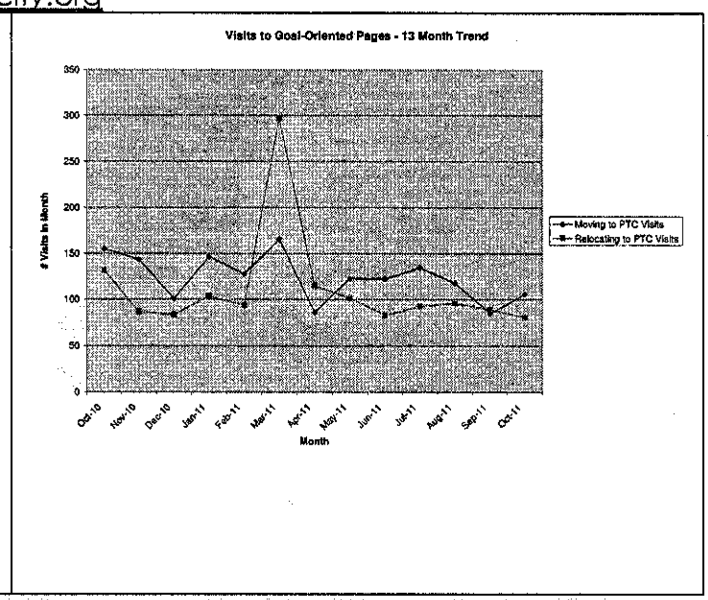
Peachtree City IT Statistics (continued)

End User Satisfaction Statistics



VISITS and VISTORS to http://www.peachtree-city.org





FY2012 MONTHLY REPORT
LIBRARY

ACTIVITY DESCRIPTION	UNIT	October	November	December	January	February	March	April	May	June	July	August	September	FY2012 YEAR-TO-DATE	FY2011 YEAR-TO-DATE
Items - Acquired	Num.	406												406	355
Items - Circulated	Num.	40,844												40,844	39,111
Items - Loaned to Other Libraries	Num.	1,330												1,330	1,195
Items - Borrowed From Other Libraries	Num.	2,321												2,321	2,244
Class Visits	Num.	2												2	0
Group Meetings	Num.	33												33	44
Monthly Traffic	Num.	22,511												22,511	23,099
Children's Programs	Num.	22												22	14
Number of Participants	Num.	1,561												1,561	407
Adult Programs	Num.	3												3	2
Number of Participants	Num.	71												71	21
Revenue from Overdue Books	Dls.	3,198												3,198	2,819
Revenue from Copies Made	Dls.	631												631	457
Reference Assistance	Num.	1,710												1,710	1,284
Internet Usage	Num.	3,072												3,072	3,015
Volunteers	Num.	38												38	46
Number of Hours Worked	Num.	333												333	369
eBook/Audio Downloads	Num.	774												774	0

NOTES: Revenues are up this month. Circulation and Monthly Traffic more than doubled since we reopened the library in 2005 after the expansion and renovation. Both areas seem to be leveling off. This year we begin tracking Ebook and Audio Downloads, which picked up significantly after Christmas 2010. We expect to see this trend continue. Staff is investigating adding more electronic reference resources and phasing out print.

PEACHTREE CITY FIRE/RESCUE
MONTHLY REPORT
October 2011

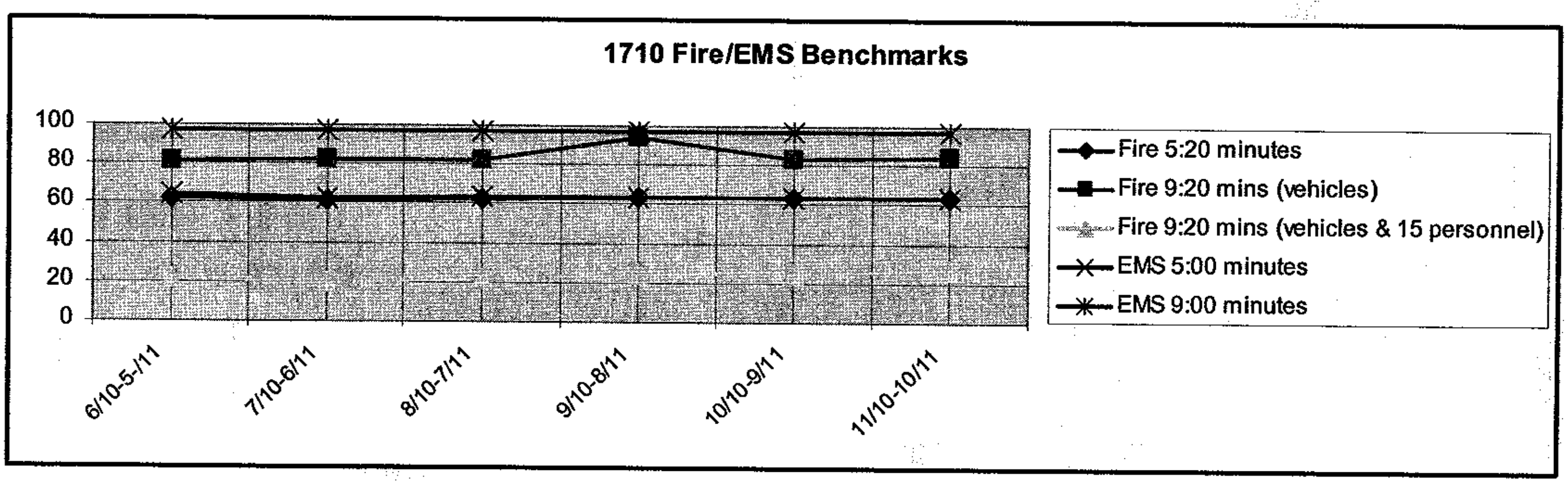
<u>RESPONSE BENCHMARKS</u> (Oct 10 – Oct 11)

A) ***63.3%*** **B) 83.4%** **C) 27%** **D) 62.7%** **E) 97.3%**

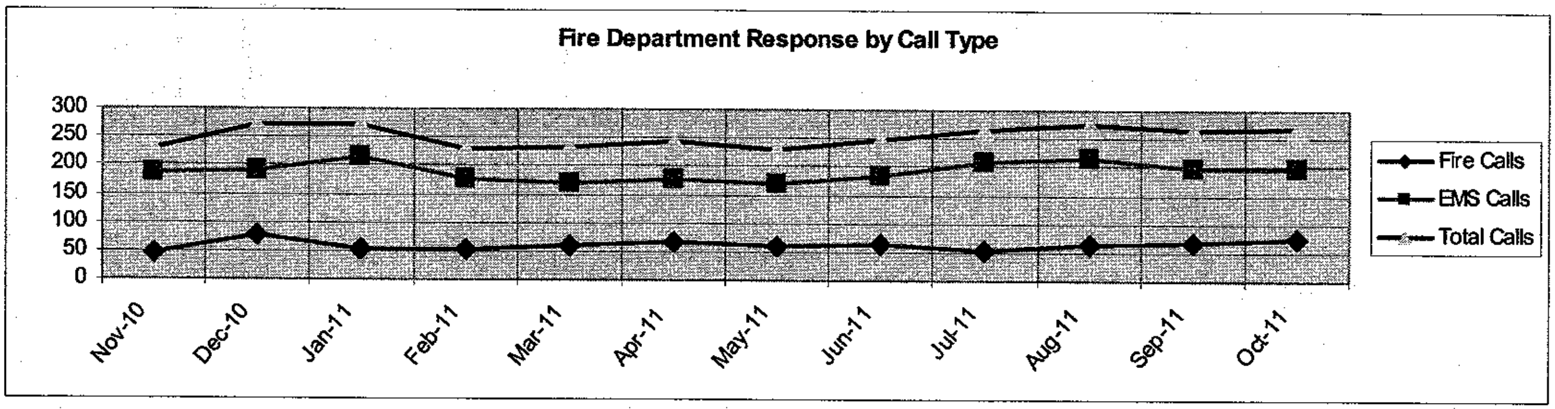
Benchmarks are based on NFPA 1710 Standards as follows:

A) Fire Call: First arriving Engine Company arrives in 5 minutes 20 seconds from notification 90% of time. (Engine & 4 Firefighters)
B) Fire Call: Initial full alarm assignment arrives in 9 minutes 20 seconds from notification 90% of time. (2 Engines,Aerial,Squad,Ambulance)
C) Fire Call: Initial full alarm assignment arrives in 9 minutes 20 seconds from notification 90% of time. (15 Firefighters)
D) EMS Call: First arriving EMS Unit arrives in 5 minutes from notification 90% of time. (EMS Unit & 2 EMTs/Paramedics)
E) EMS Call: Second arriving EMS Unit arrives in 9 minutes from notification 90% of time. (EMS Units & 4 EMTs/Paramedics)

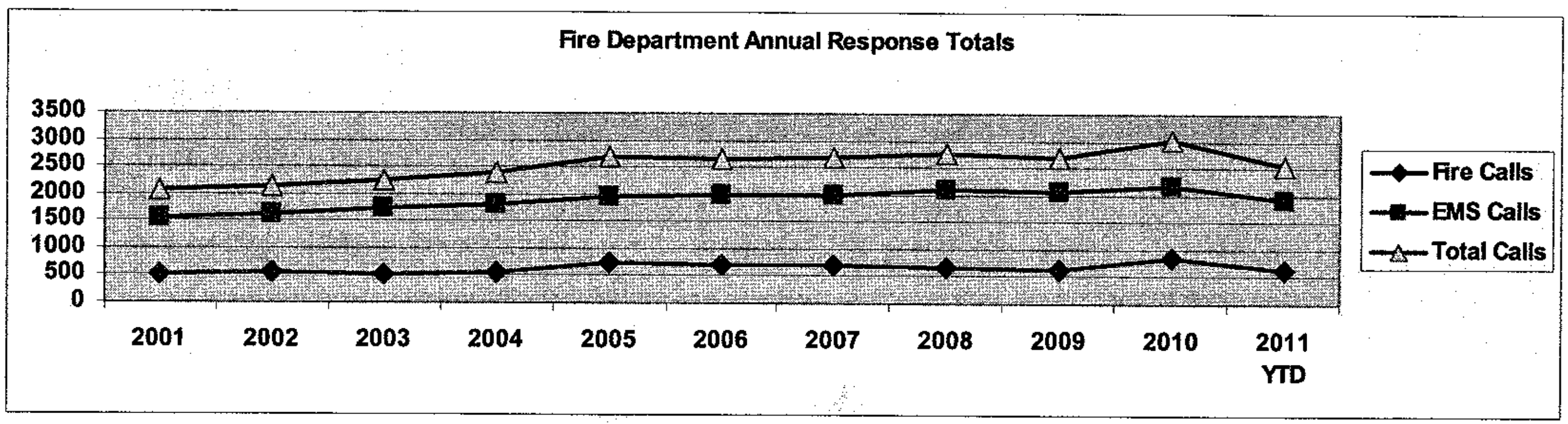
<u>RESPONSE BENCHMARKS</u> (6 MONTH LOOK-BACK)



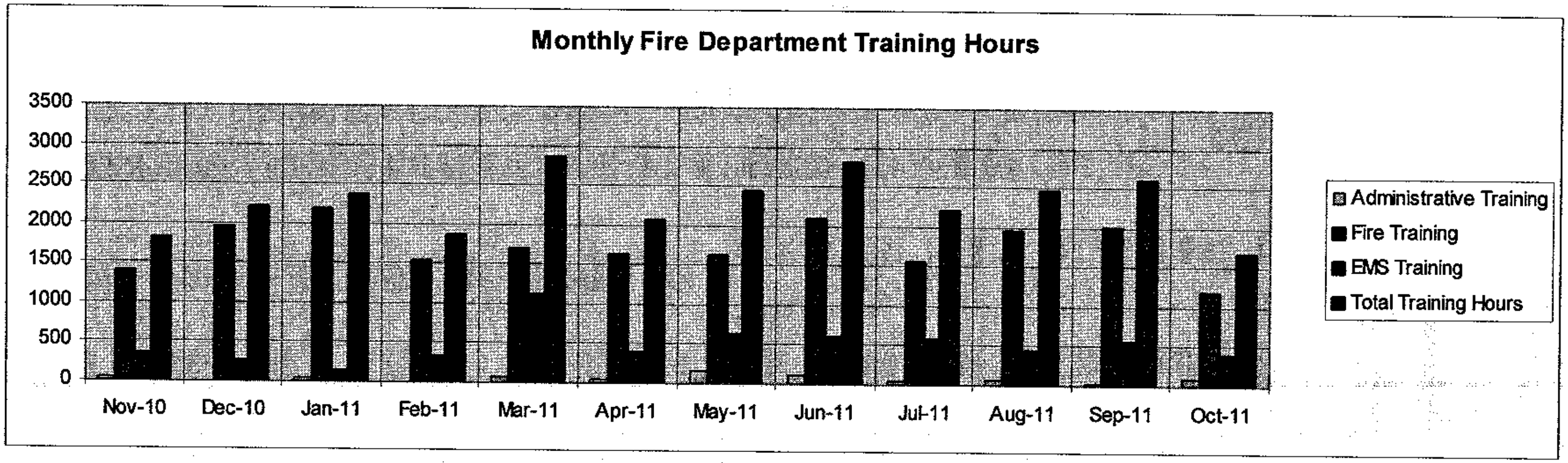
MONTHLY RESPONSES (Last 12 Months)



TOTAL ANNUAL RESPONSES (PAST 10 YEARS)

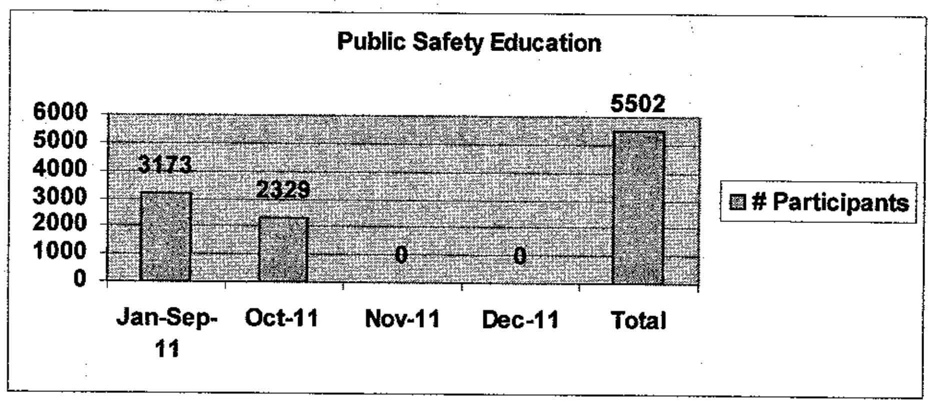


TRAINING HOURS (Last 12 Months)



QUARTERLY FOCUS AREA

Every Quarter the Fire Department has a different focus. This area of the monthly report will show where the department is in accomplishing its goal or requirement. The following are the focus areas and how many items must be completed or done per quarter. The charts will change with the quarter changes.



GOALS
Jan-Mar (Inspections-1011)
Apr-Jun (Hydrants-1704)
Jul-Sep (Pre-Plans- 1006)
Oct-Dec (Public Education-3500)

PEACHTREE CITY POLICE DEPARTMENT
2011 MONTHLY REPORT

	SEPTEMBER 2011	OCTOBER 2011	2011 Calendar Year to Date	2010 Calendar Year to Date
PART I CRIMES: Criminal Homicide, Forcible Rape, Robbery, Aggravated Assault, Arson, Motor Vehicle Theft, Theft, Burglary				
TOTAL PART I CRIMES	**48**	**43**	**397**	**399**
DUI ARRESTS	13	18	147	146
DRUG ARRESTS: Marijuana, Methamphetamine, Cocaine, Other (opium, heroin, etc)				
TOTAL DRUG ARRESTS:	7	4	76	57
OTHER ARRESTS				
PROPERTY CRIMES	10	20	154	195
PERSON CRIMES	7	6	52	74
CITY ORDINANCES	47	50	441	509
TRAFFIC OFFENSES	26	25	253	331
OTHER	19	32	338	476
CALLS ANSWERED:	**6,263**	**5,590**	**57,592**	**46,899**
TRAFFIC:				
CITATIONS ISSUED	656	618	7,940	8,452
WARNINGS	831	818	9,777	9,917
ACCIDENTS	94	111	904	869

TOP 5 ACCIDENT LOCATIONS – MONTH

HWY 54 / HWY 74	9
HWY 54 / PLANTERRA WAY	6
HWY 54 / PEACHTREE PARKWAY	5
HWY 54 / HUDDLESTON	4
HWY 54 / MACDUFF	4

Code Enforcement Monthly Report October 2011

Case Types	New Cases	Notice of Violations		Citations	Unfounded
		Reactive	Proactive		
Cleanliness of Premises (Grass)	34	3	30	1	0
Cleanliness of Premises (Trash)	24	3	20	1	0
Cleanliness of Premises (Automobiles)	12	0	12	0	0
Parking Restrictions	29	6	21	0	2
Accessory Use to Dwellings	20	2	18	1	0
Signs Violations	2	1	1	0	0
Rehabs	14	0	14	0	0
Miscellaneous	22	14	8	1	0
Subtotals		29	124		
TOTALS	157	153		4	2
Signs Confiscated	150				
Tree Removal Permits Processed	86		Total Trees	492	

Parks Monitor Monthly Report October 2011

Activity	Count
Citizen Requests	3
Parks Checked	456
Safety Hazards Reported	0
Warnings Issued	0
Citations Issued	0

Public Works Monthly Reports

Activity Description	Unit	October-11	FY2012 YTD	Annual Goal
General				
Average time to complete vandalism repairs once notified	Days	2	2	3
Average time to respond to a citizen complaint and assign action	Days	2.5	2.5	5
Streets				
Street Patching	Hrs.	0	0	2,500
Street Crack Sealing	Hrs.	0	0	435
Street General Maintenance	Hrs.	862	862	2,000
Storm Water Maintenance	Hrs.	124	124	2,500
Cart Paths				
Cart Path Paving	Ft.	500	500	21,000
Cart Path Litter Removal	Hrs.	103	103	1,250
Time to remove trees on paths once reported	Days	1	1	2
Cart Path Drainage Maintenance	Hrs.	323	323	1,450
Cart Path General Maintenance	Hrs.	396	396	3,250
Signs				
Average time to respond to traffic sign maintenance issues	Days	1	1	2
Signs Changed over to new reflectivity and mixed letter standard (completion date 2018)	Each	6	6	500
Contracted Services				
Time for contractor to remove trees once notified	Days	4	4	3
Time for landscaping and mowing contractor to fix an issue once notified	Days	3.5	3.5	2
Time for contractor to remove dead animals and debris from road once notified.	Days	1	1	1
Fleet Maintenance				
Average time to complete a preventative maintenance on a Light Car/Truck	Hrs	4.8	4.8	3
Average time to complete a preventative maintenance on a Heavy Truck	Hrs	9	9	6
Average time to complete a preventative maintenance on Heavy Equipment	Hrs	N/A	0	6
Ratio of time spent on preventative maintenance versus other repair items		1.89 TO1		2 to 1

Note: General maintenance line items include activities not included in paving operations. These include but are not limited; storm clean up, litter removal, curb repair etc.

PLANNING COMMISSION ATTENDANCE RECORD

3-Year Term
Term of Appointment

October 2011
Report Date: Month Year

Name & Term Length (start/end)	Meetings Held Past 12 Months	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
Patrick Staples *10/01/96 - 9/30/12*	15	15	15	0		**100%**
Lynda Wojcik *02/23/09 - 9/30/13*	15	15	14	1	03/21/2011	**93%**
David Conner *10/07/10 - 9/30/13*	15	14	13	1	06/13/2011	**93%**
Aaron Daily *10/10/11 - 9/30/14*	15	1	1	0		**100%**
Frank Destadio APPOINTED TO FULFILL JOE FRAZAR'S UNEXPIRED TERM *4/21/11 - 9/30/12*	15	7	5	2	07/11/2011, 08/08/2011	**71%**
Robert Napoli Alternate *10/01/11 - 9/30/12*	15	1	0	1	10/10/2011	**0%**

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: James L. Pennington, City Manager

FROM: Paul J. Salvatore, Financial Services Director P.S.
Janet I. Camburn, Assistant Finance Director JC

DATE: November 9, 2011

SUBJECT: Budget Amendments – Fiscal Year 2011

November 17, 2011 City Council Consent Agenda

Recommendation:

It is Staff's recommendation that City Council approve the attached budget amendments to amend the 2011 budget resolution.

Discussion:

Attached please find budget amendments 11-024 through 11-029 for fiscal year 2011 submitted for your approval. These budget amendments are housekeeping in nature and are necessary to prepare for the annual audit and to issue financial statements for the fiscal year ended September 30, 2011.

Budget Impact:

The proposed budget amendments affect the General Fund, several Special Revenue Funds, the Impact Fee Fund, a Debt Service Fund, and the Amphitheater Fund. A separate reconciliation is provided for the net effect on each fund.

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

Thank you for your attention to this matter.

Attachments

JIC/BUDGET AMENDMENTS – FY 11 – 11/17/2010

CITY OF PEACHTREE CITY

BUDGET AMENDMENTS - FISCAL YEAR 2011

November 17, 2011

General Fund	Increase both revenues and expenditures by $248,922
DARE Program Fund	Increase both revenues and expenditures by $5,458
Athletic Fee Funds (Combined)	Increase both revenues and expenditures by $17,889
Hotel/Motel Tax Fund	Increase both revenues and expenditures by $73,133
Impact Fee Fund 329	Increase both revenues and expenditures by $1,541
Debt Service Fund	Decrease both revenues and expenditures by $30,000
Amphitheater Fund	No impact on total revenues and expenditures

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 11-024

DATE 09/30/2011

ACCOUNT	PROJECT	DESCRIPTION	INCREASE	DECREASE
202-3210-531175		Operating Supplies - DARE Fund	5,458	
202-3210-371000		Donations - DARE Fund	5,458	
231-6129-541200		Site Improvements - Travel Baseball	845	
231-6129-347907		Other Charges - Travel Baseball	845	
233-6129-541200		Site Improvements - Lacrosse	1,455	
233-6129-347903		Other Charges - Lacrosse	1,450	
233-0000-361100		Interest Revenues - Lacrosse	5	
236-6129-541200		Site Improvements - Youth Football	4	
236-0000-361100		Interest Revenues - Youth Football	4	
240-6129-541200		Site Improvements - Girls Softball	1,915	
240-6129-347907		Other Charges - Girls Softball	1,915	
243-6129-541200		Site Improvements - Youth Track	630	
243-6129-347907		Other Charges - Youth Track	630	

To amend 2011 budgets for Special Revenue Funds at fiscal year end (housekeeping).

ENTERED ________

APPROVED ________

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 11-025

DATE 09/30/2011

ACCOUNT	PROJECT	DESCRIPTION	INCREASE	DECREASE
244-6129-541200		Site Improvements - Tournaments	13,040	
244-6129-347562		Tournament Fees - BSC Soccer	3,660	
244-6129-347564		Tournament Fees - BSC Baseball	4,345	
244-6129-347565		Tournament Fees - Braelinn Baseball	470	
244-6129-347566		Tournament Fees - Meade Adult Softball	2,205	
244-6129-347567		Tournament Fees - Meade Lacrosse	810	
244-6129-347568		Tournament Fees - Meade Girls Softball	1,240	
244-6129-347569		Tournament Fees - Kedron Rink	160	
244-6129-347570		Tournament Fees - BMX Track	150	

To amend 2011 budgets for Special Revenue Funds at fiscal year end (housekeeping).

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 11-026

DATE 09/30/2011

ACCOUNT	PROJECT	DESCRIPTION	INCREASE	DECREASE
275-0000-314100	xxx	Hotel/Motel Tax	73,133	
275-1505-572016	xxx	Payment to CVB	48,755	
275-1505-611100	xxx	Operating Transfer to Gen. Fund	24,378	

To amend 2011 budget for Hotel/Motel Fund at fiscal year end (housekeeping).

ENTERED __________

APPROVED __________

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 11-027

DATE 09/30/2011

ACCOUNT	PROJECT	DESCRIPTION	INCREASE	DECREASE
100-1320-Misc.	xxx	City Manager	45,000	
100-1511-Misc.	xxx	Finance		15,000
100-1535-Misc.	xxx	Information Technology		5,000
100-1552-579145	xxx	Contingency Savings	359,122	
100-1575-Misc.	xxx	Engineering	28,000	
100-1580-Misc.	xxx	Public Information		31,800
100-3210-Misc.	xxx	Police		69,000
100-3510-Misc.	xxx	Fire	15,000	
100-3600-Misc.	xxx	Emergency Medical Services	3,700	
100-4100-Misc.	xxx	Public Works		18,000
100-5520-Misc.	xxx	Gathering Place		11,000
100-6110-Misc.	xxx	Recreation	24,000	
100-6122-Misc.	xxx	Kedron		56,000
100-6510-Misc.	xxx	Library		64,500
100-7210-Misc.	xxx	Buildings	52,000	
100-7450-Misc.	xxx	Code Enforcement		6,800
100-7520-Misc.	xxx	Economic Development		90,300
100-7545-Misc.	xxx	CVB Activity	12,500	
100-1505-611565	xxx	Operating Transfer to Amphitheater	40,000	
100-1505-579130	xxx	Litigation Services	96,000	
100-1505-611400	xxx	Operating Transfer to Debt Service		30,000
100-1505-512600	xxx	Unemployment Insurance		10,000
100-1505-523100	xxx	Liability Insurance		2,000
100-1505-579135	xxx	Contingency - General Admin.		12,000
100-1505-579142	xxx	Contingency - Information Services		5,000

To amend 2011 budget for General Fund at fiscal year end (housekeeping).

ENTERED ____________

APPROVED ____________

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 11-027 continued

DATE 09/30/2011

ACCOUNT	PROJECT	DESCRIPTION	INCREASE	DECREASE
100-7210-323120	xxx	Buildiing Permits	42,000	
100-3210-336004	xxx	F.C.B.O.E. Reimbursement	22,000	
100-3600-342601	xxx	Ambulance Fees - ARS	35,000	
100-6122-347552	xxx	Program Fees - Kedron	59,000	
100-7210-341359	xxx	Building Plan Review Fees	42,000	
100-9999-349904	xxx	CVB Reimbursment	12,500	
100-2650-351180	xxx	Municipal Court Fees	21,800	
100-2650-351185	xxx	Municipal Court Admin. Fees	16,500	
100-2650-351170	xxx	Municipal Court Fines	158,500	
100-0000-391329	xxx	Operating Transfer from Impact Fees	1,541	
100-0000-313100	xxx	Local Option Sales Tax		100,000
100-0000-316200	xxx	Insurance Premium Tax		139,000
100-1580-322010	xxx	Golf Cart Registration		38,000
100-6110-347555	xxx	Program Fees - Rec Pool		23,000
100-9999-349900	xxx	Other Charges for Services		14,000
100-9999-371000	xxx	Donations		13,000
100-0000-361100	xxx	Interest Revenues		13,000
100-0000-389025	xxx	Surplus Carryover	178,081	

To amend 2011 budget for General Fund at fiscal year end (housekeeping).

ENTERED ____________

APPROVED ____________

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 11-028

DATE 09/30/2011

ACCOUNT	PROJECT	DESCRIPTION	INCREASE	DECREASE
400-0000-391400	xxx	Operating Transfer from General Fund		30,000
400-8000-581204	xxx	2009/2010 Capital Leases Principal		30,000
565-0000-391200	xxx	Operating Transfer from General Fund	40,000	
565-6180-347305	xxx	Spotlight Concerts		40,000

To amend 2011 budget for the Debt Service Fund and the Amphitheater Fund at fiscal year end (housekeeping).

ENTERED ____________

APPROVED ____________

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 11-029

DATE 09/30/2011

ACCOUNT	PROJECT	DESCRIPTION	INCREASE	DECREASE
329-1511-341328	xxx	Impact Fees - Administration	1,541	
329-1505-611110	xxx	Operating Transfer to General Fund	1,541	

To amend 2011 budget for the Debt Service Fund and the Amphitheater Fund at fiscal year end (housekeeping).

ENTERED ______________

APPROVED ______________

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: James L. Pennington, City Manager

FROM: Paul J. Salvatore, Financial Services Director P.S.
Janet I. Camburn, Assistant Finance Director

DATE: November 9, 2011

SUBJECT: Budget Amendments – Fiscal Year 2012

November 17, 2011 City Council Consent Agenda

Recommendation:

It is Staff's recommendation that City Council approve the attached budget amendments to amend the 2012 budget resolution.

Discussion:

Attached please find budget amendments 12-001 through 12-004 for fiscal year 2012 submitted for your approval. Budget amendments12-001 through 12-003 are housekeeping in nature and reflect the September 30, 2011 balance in each of these Special Revenue Funds brought forward to fiscal year 2012. This is done annually in lieu of trying to project the Special Revenue Funds budget balances during the budget process. Budget amendment 11-004 requests the carryover of 2011 funds for 1) fire training funds that were budgeted in 2011 but were unable to be spent for special teams training until early fiscal year 2012; 2) roof repairs for public works that were budgeted in 2011 but were unspent in 2011 due to a delay in the bid process; 3) desks and file cabinets for the community services area that were ordered but could not be delivered by September 30; and 4) budgeted but unspent 2011 engineering funds for analysis and design for hockey rink work.

Budget Impact:

The proposed budget amendments impact the General Fund and several Special Revenue Fund budgets. A separate reconciliation is provided for the net effect on each fund.

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

Thank you for your attention to this matter.

Attachments

JIC/BUDGET AMENDMENTS – FY 12 – 11/17/2011

CITY OF PEACHTREE CITY

BUDGET AMENDMENTS - FISCAL YEAR 2012

November 17, 2011

General Fund	Increase both revenues and expenditures by $33,178
Neighborhood Parks Fund	Increase both revenues and expenditures by $19,809
DARE Program Fund	Increase both revenues and expenditures by $1,829
State Seizures Fund	Increase both revenues and expenditures by $7,902
HAZMAT Fund	Increase both revenues and expenditures by $1,451
PD Tuition Fund	Increase both revenues and expenditures by $4,276
Youth Council Fund	Increase both revenues and expenditures by $1,331
Fire Grant/Donation Fund	Increase both revenues and expenditures by $317
CERT Grant/Donation Fund	Increase both revenues and expenditures by $6,547
Police Donation Fund	Increase both revenues and expenditures by $3,065
Explorer Troop Fund	Increase both revenues and expenditures by $266
Federal Seizures Fund	Increase both revenues and expenditures by $63,526
Athletic Fee Funds (Combined)	Increase both revenues and expenditures by $72,331

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 12-001

DATE 10/1/2011

ACCOUNT	PROJECT	DESCRIPTION	INCREASE	DECREASE
200-1320-531175		Operating Supplies - Neighborhood Parks	16,950	
200-6220-531175		Operating Supplies - Neighborhood Parks	2,859	
200-0000-389025		Surplus Carryover - Neighborhood Parks	19,809	
202-3210-531175		Operating Supplies - DARE	1,829	
202-0000-389025		Surplus Carryover - DARE	1,829	
203-3210-531175		Operating Supplies - State Seizures	7,902	
202-0000-389025		Surplus Carryover - State Seizures	7,902	
204-3510-531175		Operating Supplies - HAZMAT	1,451	
204-0000-389025		Surplus Carryover - HAZMAT	1,451	
206-3210-512500		Tuition Reimbursement - PD Tuition Fund	4,276	
206-0000-389025		Surplus Carryover - PD Tuition Fund	4,276	
207-6110-531175		Operating Supplies - Youth Council	1,331	
207-0000-389025		Surplus Carryover - Youth Council	1,331	
208-3510-531175		Operating Supplies - Fire/EMS Grants	317	
208-0000-389025		Surplus Carryover - Fire/EMS Grants	317	
209-3210-531175		Operating Supplies - CERT	6,547	
209-0000-389025		Surplus Carryover - CERT	6,547	

To establish 2012 budget for unbedgeted Special Revenue Funds based on 9/30/2011 fund balances.

Entered ______________

Approved ______________

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 12-002

DATE 10/1/2011

ACCOUNT	PROJECT	DESCRIPTION	INCREASE	DECREASE
210-3210-531175		Operating Supplies - PD Donations	3,065	
210-0000-389025		Surplus Carryover - PD Donations	3,065	
211-3210-523700		Education & Training - Explorer Fund	266	
211-0000-389025		Surplus Carryover - Explorer Fund	266	
212-3210-531175		Operating Supplies - Federal Seizures	63,526	
212-0000-389025		Surplus Carryover - Federal Seizures	63,526	
231-6129-541200		Site Improvements - Travel Baseball	659	
231-0000-389025		Surplus Carryover - Travel Baseball	659	
232-6129-541200		Site Improvements - Little League	15,102	
232-0000-389025		Surplus Carryover - Little League	15,102	
234-6129-541300		Site Improvements - Youth Basketball	9,028	
234-0000-389025		Surplus Carryover - Youth Basketball	9,028	
235-6129-541200		Site Improvements - BMX	1,192	
235-0000-389025		Surplus Carryover - BMX	1,192	
237-6129-541200		Site Improvements - Hockey	7,502	
237-0000-389025		Surplus Carryover - Hockey	7,502	

To establish 2012 budget for unbedgeted Special Revenue Funds based on 9/30/2011 fund balances.

Entered ____________

Approved ____________

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 12-003

DATE 10/1/2011

ACCOUNT	PROJECT	DESCRIPTION	INCREASE	DECREASE
238-6129-541200		Site Improvements - Dist. 4 Little League	2,917	
238-0000-389025		Surplus Carryover - Dist. 4 Little League	2,917	
239-6129-541200		Site Improvements - Youth Soccer	22,241	
239-0000-389025		Surplus Carryover - Youth Soccer	22,241	
242-6129-541300		Buildings - Pacer Swim	585	
242-0000-389025		Surplus Carryover - Pacer Swim	585	
243-6129-541200		Site Improvements - Youth Track	62	
243-0000-389025		Surplus Carryover - Youth Track	62	
244-6129-541200		Site Improvements - Tournaments	13,043	
244-0000-389025		Surplus Carryover - Tournaments	13,043	

To establish 2012 budget for unbedgeted Special Revenue Funds based on 9/30/2011 fund balances.

Entered ____________

Approved ____________

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 12-004

DATE 10/1/2011

ACCOUNT	PROJECT	DESCRIPTION	INCREASE	DECREASE
100-3510-523700	xxx	Education & Training - Fire	7,443	
100-4100-522250	xxx	Building R&M - Public Works	16,157	
100-7410-531650	xxx	Small Tools & Equipment - Planning	3,578	
100-1575-521200	xxx	Professional Services - Engineering	6,000	
100-0000-389025	xxx	Surplus Carryover	33,178	

To carryover funds from fiscal year 2011 that were budgeted and goods or services ordered by 9/30/2011. Due to unforseeen circumstances, these goods and services could not be delivered by 9/30/2011.

Entered ____________

Approved ____________

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager**

FROM: **Public Information Officer/City Clerk**

DATE: **November 10, 2011**

SUBJECT: **Consider Resolution – 911 Charges for Prepaid Wireless Transactions**
November 17, 2011, City Council Meeting

Recommendation:

That Council adopt the attached resolution to establish a 911 charge on prepaid wireless transactions at the point of sale.

Discussion:

For years, State law has permitted local jurisdictions to impose a limited fee on telephone lines and wireless telephone service to apply to the cost of operating an emergency 911 communications system. However, the law that allowed a charge for prepaid wireless phone service did not adequately address the collection of those fees. Recent legislation has resolved the issue through the collection of a $0.75 fee at the point of sale for prepaid wireless transactions by the State Department of Revenue.

The Fayette County Board of Commissioners adopted this resolution in August 2011. Since Fayette County's 911 System is a multi-jurisdictional system that serves the entire county, a resolution must be passed by all the participating municipalities by December 31, 2011.

Fayette County Communications Director Cheryl Rogers forwarded the resolution and request for Council action. She will be at the November 17 meeting. An information sheet on the collection and disbursement of 911 fees on prepaid wireless service is attached.

Budget Impact:

This item should have no direct budgetary impact. Funds collected will support the operation of the countywide 911 communications center.

Collection and Disbursement of 9-1-1 Fees Prepaid Wireless Service

Legislation was passed in 2008 to assess a 9-1-1 fee on prepaid wireless phones. A menu of options ~~were~~ was provided for prepaid wireless suppliers to use to determine the fees owed for the wireless service sold. The Department of Community Affairs (DCA) was tasked with monitoring compliance with the statutory requirements and receiving the fees. The legislative intent was that the fee revenue was to be used to fund a grant program administered by DCA to assist local governments in the implementation of enhanced 9-1-1 services. To date approximately $28 million has been collected, not one cent has been appropriated for the intended purpose of a grant program to local governments. Those funds have been deposited in the state general fund and used for other purposes.

As the market for cell phones and telephone land lines shifts, the resources for the operation of 9-1-1 centers have declined. It is estimated that prepaid wireless phones now represent over 20% of the overall wireless cell phone market.

The prepaid wireless providers and ACCG agree that the current system is inefficient and burdensome. There are providers that do not comply with the law and there is no monitoring or enforcement. The National Conference of State Legislatures developed model legislation to offer a more coordinated approach to the assessment and collection of these fees on a national basis.

This new approach is to collect the fees at the point of sale, remit the fees to the Department of Revenue (DOR) much like sales tax, to be distributed per a formula based on population of the Public Safety Answering Point (PSAP).

It is estimated that this new approach will more than double the amount of revenue received on an annual basis, projections indicate approximately $20 million per year compared to the $8 million currently received. Not only will this provide a stable source of revenue for the 9-1-1 centers it is also more transparent. Customers will be charged the fee when they purchase a prepaid cell phone or reload the minutes and the charge will be reflected separately on the receipt. Every customer who may access 9-1-1 services will pay the fee and share in paying for the system. Currently, we have no way of knowing if this segment of the cell phone market is paying their share for the services.

Summary of Legislation

- This bill repeals the previous statue regarding collection of the 911 fee on prepaid wireless phones. The new bill sets out a new system to collect the prepaid fees at the point of sale.
- A 75 cent fee will be collected at the retail point of sale for each phone sold and each purchase of minutes to reload a prepaid wireless phone.
- 9-1-1 fees are collected at the retail level and remitted to the DOR just like sales tax.
- In order for the funds to be treated as a local tax, counties and municipalities must adopt an ordinance or resolution imposing the fee and file with the DOR.

- Fees will be distributed back to the counties and municipalities that adopted the ordinance or resolution on an annual basis.
- The allocation of funds will be based on the population of the PSAP. These funds will not be allocated based on point of sale collections.
- To ensure a statewide collection system the provision the language was added in (b)(2) that if a county of municipality fails to adopt an ordinance the fee would be retained by the state for the purpose of a grant program to improve 9-1-1 systems. It is highly unlikely that any jurisdiction will fail to adopt a resolution to collect the fee, but if for some reason it happens, that portion of the fee would go the state just as it does under the current statue.
- Provides that 3% of fees collected by retailer can be retained by the retailer to offset the costs of collecting the fee.
- The formula for share of the funds collected on an annual basis is the population of the jurisdiction(s) operating the PSAP and denominator which is the total population of the state.
- Funds will be distributed annually on or before October 15 of year year.
- Prior to distribution the DOR may retain not more than 2% of the total amount collected for the cost of administering the program.
- **<u>If there is a jurisdiction that does not adopt the resolution the funds allocated according to the formula for that jurisdiction will be deposited in the general fund and be administered through a grants to counties program with the purpose of operations of PSAPS and the improvement of 911.</u>**
- The effective date of the bill in January 1, 2012

STATE OF GEORGIA
CITY OF PEACHTREE CITY

RESOLUTION #______________________

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEACHTREE CITY, GEORGIA, FOR THE PURPOSE OF IMPOSING A 9-1-1 CHARGE ON PREPAID WIRELESS SERVICE AT THE RETAIL POINT OF SALE; TO REPEAL CONFLICTING LAWS, ORDINANCES, AND RESOLUTIONS; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, Part 4 of Article 2 of Chapter 5 of Title 46 of the Official Code of Georgia Annotated, as amended by Act No. 187, Georgia Laws 2011, authorizes counties and cities that operate a 9-1-1 public safety answering point to impose a 9-1-1 charge on prepaid wireless service at the retail point of sale; and

WHEREAS, pursuant to Code Section 46-5-0134.2 of the Official Code of Georgia Annotated, such charges may be imposed at the rate of seventy-five (75) cents per retail transaction; and

WHEREAS, revenues received by a county or municipality from such charges must be deposited in the emergency telephone assistance fund maintained by the county or municipality; and

WHEREAS, imposition of the charge on prepaid wireless service is contingent upon the enactment of an ordinance or resolution by the governing authority of the county or municipality; and

WHEREAS, the Mayor and City Council of the City of Peachtree City, Georgia (the "City") is the duly elected governing authority for Peachtree City; and

WHEREAS, the City participates in a multi-jurisdictional 9-1-1 public safety answering point operated by Fayette County by intergovernmental agreement (hereinafter the "Agreement") with the City of Fayetteville, the Town of Tyrone, the Fayette County Board of Education, and the Fayette County Board of Commissioners.

NOW, THEREFORE, the Mayor and City Council of the City of Peachtree City, do hereby resolve as follows:

Section 1. 9-1-1 Charge on Prepaid Wireless Transactions
In accordance with O.C.G.A. Section 46-5-134.2, there is hereby imposed a prepaid wireless 9-1-1 charge as defined by O.C.G.A. Section 46-5-134.2(a)(4) upon every prepaid wireless retail transaction occurring within the City in the amount of seventy-five (75) cents.

Section 2. Collection of 9-1-1 Charge on Prepaid Wireless Transactions
Prepaid wireless 91-1- charges collected by sellers shall be remitted to the Commissioner of the Department of Revenue at the times and manner provide by Chapter 8 of Title 48

of the Official Code of Georgia Annotated with respect to the sales and use tax imposed on prepaid wireless calling service.

Section 3. Administrative Provisions
The City Clerk and the Clerk of the Board of Commissioners of Fayette County shall file with the State Revenue Commissioner a certified copy of this resolution and any amendments thereto, in accordance with O.C.G.A. Section 46-5-134.2(j)(5), within ten (10) days of enactment of this resolution.

Section 4. Depositing of Funds; Use of Funds
In accordance with O.C.G.A. Section 46-5-134.2(j)(5), funds received by the City, or Fayette County on behalf of the City, as imposed by this resolution, shall be deposited in the Emergency Telephone System Fund maintained by Fayette County pursuant to O.C.G.A. Section 46-5-134 and in accordance with the Agreement and kept separately from general revenue of the County; all such funds shall be used exclusively for the purposes authorized by O.C.G.A. Section 46-5-134(f).

Section 5. Repealer
All ordinances, resolutions, and parts of ordinances and resolutions in conflict herewith are hereby expressly repealed except those provided for herein.

Section 6. Effective Date
The effective date of this resolution is January 1, 2012.

IT IS SO RESOLVED this ______ day of ____________________, 2011, by the City Council of the City of Peachtree City, Georgia.

____
Don Haddix, Mayor
City of Peachtree City

ATTEST:

____
Betsy Tyler, City Clerk
City of Peachtree City

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager

FROM: Public Information Officer / City Clerk

DATE: November 11, 2011

SUBJECT: Certify Election Results
November 17, 2011, City Council Agenda

The Mayor and Council must vote to certify the results of Peachtree City Municipal Elections. Peachtree City held a General Election for Council Posts 1 and 2 and Special Referendum regarding the Sunday package sales of alcohol on Tuesday, November 8.

Due to the Veterans Day Holiday on Friday, November 11, provisional and absentee ballots will not be finalized until Monday, November 14. Following receipt of the certified results from the Fayette County Board of Elections, staff will provide Council with the final results for certification at the November 17 meeting.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager

FROM: Public Information Officer/City Clerk

DATE: November 11, 2011

SUBJECT: **Consider Amendment to Alcohol Ordinance (Sunday Package Sales)**
November 17, 2011, City Council Meeting

Recommendation:

That Council adopt the attached ordinance amendment to formalize the Sunday Package Sales Referendum approved by voters on November 8, 2011.

Discussion:

Due to changes in State law, Council called for a referendum to allow the sale of alcohol by the package on Sundays after 12:30 p.m. Voters passed the measure at the November 8 election. Staff has updated the language in the ordinance to incorporate the voter-approved change.

Staff is not recommending any additional fees or licensing requirements associated with the change. The City requires establishments that serve alcohol by the drink on Sundays to pay an additional fee for Sunday Sales. The fee helps to defray the cost of monitoring monthly alcohol sales reports because City Ordinance and State Law require that establishments must earn over 50% of their total revenue from food or sources other than the sale of alcohol. No such requirement will exist for package stores choosing to sell on Sundays.

The Chief of Police also does not anticipate any additional enforcement costs by implementing the new hours of sale.

Budget Impact:

This item should have no direct budgetary impact.

ORDINANCE NUMBER ________

AN ORDINANCE TO AMEND CHAPTER SIX, ALCOHOLIC BEVERAGES, OF THE PEACHTREE CITY CODE OF ORDINANCES, AS AMENDED, TO INCORPORATE THE RESULTS OF THE REFERENDUM FOR THE SUNDAY SALE OF PACKAGED ALCOHOL AS APPROVED BY THE MAJORITY OF VOTERS ON TUESDAY, NOVEMBER 8, 2011; TO PROVIDE FOR HOURS OF SALE; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED by the City Council of the City of Peachtree City, that:

Section 1. Chapter Six, Article II, Division 1, Section 6-123 of the Alcoholic Beverage Ordinance, as amended, be amended as follows:

Sec. 6-123. - Hours of sale; quarterly report of gross sales.

(a) No alcoholic beverage may be sold by the package between midnight and 12:30 p.m. on Sunday.

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

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

Section 4. This ordinance shall be in full force and effect on December 1, 2011.

This ________ day of ____________________ 2011.

____
Don Haddix, Mayor

____

____

____

____

Attest: ____________________________
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council Members**

VIA: **City Manager**
Financial Services Director P.S.
Assistant Financial Services Director
Purchasing Agent

FROM: **Public Services Director**

DATE: **November 11, 2011**

SUBJECT: **Sole Source Name Brand Purchase of Bobcat T650**
November 17, 2011 City Council Meeting

Recommendation:

Staff recommends that City Council authorize the name brand sole source purchase of a Bobcat T650 Skid loader from Bobcat of Atlanta for the not to exceed amount of **$40,592.00.**

Discussion:

The City has projected replacement of an existing bobcat in fiscal year 2012. As such staff has solicited cost from Bobcat of Atlanta for a T650 Compact Track Loader. This loader was chosen because it best meets the needs for a Cart Path maintenance function for which it will primarily be used. Because the City currently owns 4 Bobcat loaders as well as various attachments that can be used on a regular basis staff recommends the Name Brand purchase of Bobcat versus other loaders on the market. In addition City fleet maintenance is familiar with this equipment and stock many of the parts needed for routine maintenance and repair.

In addition to the name brand recommendation, Staff recommends the sole source purchase be to Bobcat of Atlanta. Although, there are several authorized dealers throughout the state, Bobcat of Atlanta is the only authorized dealer in our region. As such a bid would not show any more favorable results.

Budget Impact:

If approved by City Council, funds totaling $40,592 will be dispersed from the Fiscal Year 2012 PIP.

Attachments

Bobcat

Product Quotation

Quotation Number: 8736E08745
Date: 2011-08-18 16:12:39

Ship to	Bobcat Dealer	Bill To
City of Peachtree City Attn: Josh Doughty 209 McIntosh Trail Peachtree City, GA 30269 Phone: (770) 487-5183	Bobcat of Atlanta, Lake City, GA 1637 FOREST PARKWAY LAKE CITY GA 30260 Phone: 404-608-8533 Fax: 404-608-9479 ------------------------ Contact: Tim Feldman Phone: 404-608-8533 Fax: 404-608-9479 Cellular: 770-560-6270 E Mail: timfeldman@bobcatofatlanta.net	City of Peachtree City Attn: Josh Doughty 209 McIntosh Trail Peachtree City, GA 30269 Phone: (770) 487-5183

Description		Part No	Qty	Price Ea.	Total
T650 Bobcat Compact Track Loader		M0071	1	$33,161.00	$33,161.00
74.3 HP Turbo Interim Tier IV Diesel Engine Auxiliary Hydraulics: Variable Flow Backup Alarm Bob-Tach Bobcat Interlock Control System (BICS) Engine/Hydraulic Systems Shutdown Glow Plugs - Automatically Activated Instrumentation: Engine Temp and Fuel Gauges, Hourmeter, RPM and Warning Lights Lift Arm Support Lift Path: Vertical	Lights, Front & Rear Operator Cab Includes: Adjustable Suspension Seat, Top & Rear Windows, Parking Brake, Seat Bar, Seat Belt Roll Over Protective Structure (ROPS) meets SAE-J1040 & ISO 3471 Falling Object Protective Structure (FOPS) meets SAE-J1043 & ISO 3449, Level I; (Level II is available through Bobcat Parts) Spark Arrestor Muffler Tracks: Rubber, 12.6" wide Warranty: 12 Months, Unlimited Hours				
A71 Option Package Cab enclosure with Heat and AC Power Bobtach Sound Reduction	Deluxe Instrument Panel Keyless Start Attachment Control Kit Cab Accessory Harness	M0071-P01-A71	1	$3,592.00	$3,592.00
Selectable Joystick Controls (SJC)		M0071-R01-C04	1	$1,533.00	$1,533.00
80" Constr/Ind Bucket		6731412	2	$882.00	$1,764.00
--- Bolt-On Cutting Edge, 80"		6718008	2	$236.00	$472.00
--- Bolt-On Teeth (8)		6737322	2	$35.00	$70.00

Total of Items Quoted	**$40,592.00**
Quote Total - US dollars	**$40,592.00**

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes. Customer must exercise his purchase option within 30 days from quote date.

Customer Acceptance: Purchase Order: ____________________

Authorized Signature:

Print: ____________________ **Sign:** ____________________ **Date:** ____________

BOBCAT OF ATLANTA
3972 BEST FRIEND ROAD
ATLANTA, GA

6 October 2011

Memorandum for Record

Subject: Municipal Discount

To: Whom it may concern.

1. Bobcat of Atlanta is the provider of Bobcat equipment and is the only authorized dealer for municipalities in the Peachtree City area.

2. POC this action is the undersigned at 770-560-6270.

Regards

Timothy A. Feldman
Territory Manager
Bobcat of Atlanta

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **City Council**

VIA: **City Manager**
Interim Community Services Director
Code Enforcement Supervisor

FROM: **Planning and Zoning Administrator** David

DATE: **November 11, 2011**

SUBJECT: **Consider amendments to residential tree removal permitting process**
November 14, 2011 City Council meeting

Recommendation

That Council endorse the Frequently Asked Questions document pertaining to tree removal on residential property and authorize Staff to move forward with preparing amendments to the Vegetation Protection Ordinance and Tree Removal Permit application, and bring these documents to Council for adoption at the December 1 meeting.

Discussion

Staff has compiled the various comments raised over the past several months related to our tree removal permitting process into a "Frequently Asked Questions" format with the intent of simplifying and clarifying the changes being proposed. This document identifies when a tree removal permit is and is not required as well as the procedures for applying for a tree removal permit. Based on feedback from previous discussions, the submittal requirements have been enhanced with the burden being placed on the Applicant or the tree removal company to provide this information. The document also identifies what types of trees will be classified as specimen trees and the process for removing these trees.

Should Council endorse the information within the Frequently Asked Questions document, Staff will move forward with preparing the amendments to our existing ordinance and tree removal permit application. These documents will be presented to Council on December 1 for adoption, with an implementation date of January 1, 2012. During the months of November and December we will provide information on the city's website as well as the weekly Updates in an effort to notify the public of these changes.

Budget impacts

There are no budget impacts associated with this request.

Frequently asked questions - tree removal on residential property

When is a Tree Removal Permit required?

Section 1130 of the Peachtree City Land Development Ordinance stipulates that any resident who desires to remove any tree greater than six (6) inches in diameter from their property must first submit a Tree Removal Permit application for review and approval.

Trees that are less than six (6) inches in diameter may be removed without obtaining a Tree Removal Permit, but only if these trees are not located within a designated tree save and landscape buffer, wetland buffer, stream buffer, watershed protection buffer, conservation easement, etc. These areas can be clearly identified when you receive a copy of the plat for your property.

Please note if there is any question as to whether or not a Tree Removal Permit is required, residents are encouraged to contact City Hall at (770) 487-5731 and speak with the City Landscape Architect.

When is a Tree Removal Permit NOT required?

Tree Removal Permits shall not be required when:

- Trees are determined to be in a hazardous or dangerous condition so as to endanger the public health, welfare and safety, requiring immediate removal;
- Trees are damaged during an emergency (tornado, ice storm, or other act of nature) and the requirements of this article have been waived by City Council; or,
- Trees are found to be diseased or insect infested by the county extension service, the state forestry commission, an arborist, or an urban forester.

Is there a fee for obtaining a Tree Removal Permit?

No.

What is the procedure for applying for a Tree Removal Permit?

An application for a Tree Removal Permit may be submitted in person, by fax or via e-mail. Applications are available at City Hall or on the city's website at www.peachtree-city.org. Electronic submittals are preferred and will expedite the review process.

The following information must be submitted:

- Tree Removal Permit application
- A list of the trees to be removed, including diameter, species, and general location on the property.
- Photo documentation of each tree to be removed
- General photos of the property showing existing conditions

- A plat of the property identifying all easements, buffers, streams, etc. as well as a general location of all trees to be removed.
- Certification that all trees to be removed are located on the property of the Applicant. The city may require a surveyor to identify property lines when trees to be removed are located within 5' of the adjoining property line.
- Written authorization from the Homeowner's Association or Community Association, if applicable.

How do I calculate the diameter of a tree?

The diameter of a tree is determined by measuring around the trunk (circumference) at 4.5 feet above the ground and dividing this number by 3.14. As an example, if the circumference of the tree measured at 4.5 feet above ground level is 38 inches, the diameter of the tree would be 12" (38" / 3.14 = 12").

Will city staff visit my property to look at the trees I want to remove?

Not unless there is a specimen tree or a question regarding information provided on your Tree Removal Permit application. The burden is placed on the property owner and/ or the tree removal contractor to provide accurate information as a part of the permit submittal process.

What is a specimen tree?

- Any hardwood *tree* 12" in diameter or larger. A hardwood tree is defined as any tree that loses its leaves in the fall, such as a maple or sweet gum tree.
- Any softwood tree 10" in diameter or larger. A softwood tree is defined as a tree that is green all year, such as a pine, spruce or cypress tree.
- Any understory trees 6" in diameter or larger. An understory tree is defined as any tree that grows underneath the canopy of a hardwood or softwood tree, such as a dogwood or redbud tree.

Can I remove a specimen tree from my property?

If you believe the tree you desire to remove is a specimen tree, you must schedule an on-site inspection with the city landscape architect to discuss possible alternatives to removing the tree. If the tree is healthy, we recommend that you consult with a certified arborist or urban forester to discuss proper pruning and care as opposed to removing the tree

Are there limitations as to when a tree may not be removed from my property?

Yes. Healthy trees and other vegetation located within tree save and landscape buffers, wetland buffers, stream buffers, watershed protection buffers, conservation easements, etc. may not be removed. These buffers should be identified on the plat of your property, a copy of which is available at City Hall.

Trees that are located within these areas that are dead, diseased, leaning or pose a danger to public health, welfare and safety or to personal or private property, may be approved for removal once a Tree Removal Permit is submitted and approved.

Do trees located on my property have to be dead before I can remove them?

No. A homeowner can remove live trees from their property provided they are not located within tree save and landscape buffers, wetland buffers, stream buffers, watershed protection buffers, conservation easements, etc.

Am I required to maintain or replant trees on my property?

Yes. The city's Vegetation Protection and Landscape Requirements Ordinance stipulates that every platted residential lot within the city limits shall plant or maintain no less than two (2) trees at least 2" in diameter within the boundaries of the subject lot. These trees shall be in addition to any specimen trees located on the lot.

Does my Homeowner's Association or Community Association need to approve my removing trees on my property?

Yes. The City of Peachtree City does not and cannot enforce adopted Covenants and Restrictions for neighborhoods. You must contact your designated HOA Representative and provide a letter of approval from them along with your Tree Removal Permit application.

What if my neighbor's tree or a tree within a city-owned greenbelt falls onto my property?

Georgia case law states that whoever owns the property from which the tree trunk originated is the person or parties responsible for removal.

What do I do if one of my trees has fallen on my property?

Call a tree removal contractor or a certified arborist. A list of approved contractors is available on the Tree Removal Permit or on the city's website.

What do I do if a tree within the right-of-way or a city-owned greenbelt has fallen onto my property?

Contact Public Works at (770) 487-5183 and notify them the tree has fallen and needs to be removed.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

FROM: **City Manager**

DATE: **November 11, 2011**

SUBJECT: **Consider Expanded Services with Fayette Senior Services for Recreation Programming**
November 17, 2011, City Council Meeting

Recommendation:

That Council consider expanding Peachtree City's partnership with the non-profit organization Fayette Senior Services for management of the facilities and enhanced programming dedicated to the interests of adults age 50+ offered in Peachtree City.

Discussion:

Peachtree City enacted a major reorganization of the Leisure Services Division this summer following a review of how the City is providing services to its residents. The goal of the reorganization was to improve communications and operations among City departments.

Separate from but related to the reorganization, Peachtree City elected officials and staff have been in discussions with Fayette Senior Services (FSS), a non-profit organization that provides a wide range of activities for residents age 50+ on behalf of Fayette County government the Life Enrichment Center FSS operates in Fayetteville for serves all Fayette County residents and is a wonderful example of the range of social, leisure, fitness, and recreational activities that can be made available for the growing senior population. The City initiated discussions with FSS to review Peachtree City's recreational programming for older adults, with the goal of enhancing services and programs while minimizing duplication of those services with FSS.

For over a decade, the City of Peachtree City has helped to fund some of FSS's social services (including Meals on Wheels, transportation and congregate programs) through an annual agreement because the City government offers no comparable services.

Fayette Senior Services President & CEO Debbie Britt will give a brief presentation at the November 17 Council Meeting to elaborate on how expanding our partnership will provide opportunities to enhance senior services locally for Peachtree City residents. A draft of the agreement should be ready for the November 12 meeting.

Budget Impact:

Ultimate budgetary impact would be determined by Council with input from Fayette Senior Services.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

FROM: **City Manager**

DATE: **November 11, 2011**

SUBJECT: **Discuss/Consider Dissolution of the Development Authority of Peachtree City**
November 17, 2011, City Council Meeting

Members of Council have asked that this item be placed on the agenda for discussion and a possible vote.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**City Council**
VIA:	**City Manager** **Interim Community Services Director**
FROM:	**Planning and Zoning Administrator** David
DATE:	**November 11, 2011**
SUBJECT:	**Consider Memorandum of Understanding related to the development of the McIntosh Village retail center** *November 17, 2011 City Council meeting*

Recommendation

That Council adopt the Memorandum of Understanding (MOU) related to the development of the McIntosh Village retail center, and authorize Staff to work with the Applicant and the Planning Commission to develop a site plan in accordance with the items contained within the MOU.

Discussion

The concept plat for a retail subdivision on the former Line Creek office park tract was approved by the Planning Commission on September 22, 2011. The concept plat was submitted by Trinity Development ("Applicant") after numerous attempts to gain support of a retail development on the property. Following the approval of the concept plat, the Applicant submitted a conceptual site plan for a RaceTrac fuel center on the property, which is planned for the intersection of SR 54 and Line Creek Drive. The Applicant is currently marketing the remaining tracts to prospective retailers.

In an effort to try and re-energize the concept of developing a retail center on the subject property, Staff was asked to develop an MOU that would establish parameters as to how the property might be developed. The Applicant has expressed interest in acquiring the rights-of-way of both Line Creek Drive and Line Creek Circle, remove the roads, and incorporate this property into the overall tract. To date, the City has not identified what it would desire in return for these roads and rights-of-way. The MOU is an attempt to do that.

The MOU also identifies items desired by the Southern Conservation Trust (SCT) in exchange for allowing an access road through the Line Creek Nature Area that would connect the proposed development to the existing MacDuff Crossing development.

It is hoped by identifying specifics as to what the City would desire in exchange for abandoning the roads and associated rights-of-way, and specifics as to what SCT would desire in return for allowing an access road to traverse the Line Creek Nature Area, the Applicant will have a better understanding as to how to move forward with developing a site plan for the property.

It is understood the Applicant has an approved concept plat and is continuing to market the property accordingly.

The MOU was prepared by City Staff with input from representatives from City Council and the Planning Commission, as well as the City Attorney. The MOU will be reviewed by the Planning Commission at their meeting on November 14, with the intent of forwarding a positive recommendation to City Council for consideration at the November 17 meeting.

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

MEMORANDUM OF UNDERSTANDING

McINTOSH VILLAGE RETAIL DEVELOPMENT
SR 54 WEST

This Memorandum of Understanding ("MOU") is voluntarily entered into by Trinity Development and its successors and assigns ("Developer") and the City of Peachtree City, Georgia ("City") to provide a framework for the development of a retail center on the former Line Creek Office Park tract ("Property") within the SR 54 W Corridor.

It is understood a concept plat for a retail subdivision on the subject tract was approved by the Planning Commission at their meeting on September 22, 2011, and the Developer may proceed in marketing and developing the property in accordance with that approval.

It is understood the city owns and maintains the roads and rights-of-way associated with both Line Creek Drive and Line Creek Circle, and the Developer has expressed an interest in acquiring said roads and associated rights-of-way.

It is understood the city owns the adjoining Line Creek Nature Area ("Nature Area") tract, and has entered into a maintenance and management agreement with the Southern Conservation Trust ("SCT") to manage this property.

The intent of this MOU is to establish the framework for the development of a conceptual site plan for the overall Property, which shall include, at a minimum, the items contained herein.

Final plat submittal requirements

The Developer shall prepare an amended final plat of the Property that combines all parcels currently platted as individual parcels into a single parcel. Said plat shall be submitted to city staff for review and approval and recorded in the Fayette County Tax Assessor's Office prior to submittal of a conceptual site plan. Should any portion of the overall tract be subdivided and sold for development, a subdivision plat must be prepared and recorded prior to submittal of a conceptual site plan for that particular tract of land. Appropriate setbacks shall be incorporated into each parcel in accordance with city ordinances.

Abandonment of existing roads and rights-of-way

It is understood that the City desires to abandon certain streets known as Line Creek Circle and a portion of Line Creek Drive and associated rights-of-way, and that the Developer desires to acquire such abandoned streets, or portions thereof, and associated rights-of-way, with the intent of removing both roads and incorporating this property into the overall master plan for the Property to create a viable retail development.

Prior to formally agreeing to abandon the roads and associated rights-of-way, each of the following items must occur:

1. The Developer shall cause the right-of-way to be abandoned by the City and the property to be conveyed to the City by the Developer to be appraised by a qualified appraiser acceptable to both the City and Developer. All costs associated with the appraisal shall be the sole responsibility of the Developer.
2. The Developer shall agree to deed property to the city that equals or is greater in value than the appraised value of the right-of-way being abandoned.
3. The property to be deeded to the city shall be located along the property line abutting the Cardiff Park subdivision and shall be in addition to the required seventy-five (75) foot transition yard buffer.
4. In addition, a tract of land abutting the Nature Area shall be deeded to the city, with the intent of separating the retail development from the Nature Area. This tract of land shall extend from the Cardiff Park subdivision to what is known as "Tract D" of the MacDuff Crossing retail development and shall be no less than twenty five (25) feet in width.
5. Both tracts of land, including the transition yard buffer, shall be platted and designated as greenbelt and shall be deeded to the city prior to approval of the final site plan. Prior to platting and deeding the transition yard buffer, the Developer shall satisfy the requirements identified the ordinance pertaining to replanting areas that are void of vegetation.
6. Clearing, grading and/ or land disturbance activities shall not be permitted within these tracts of land except for perpendicular utility crossings and/ or access drives or multi-use path connections as described herein.
7. The greenbelt shall be shown on the conceptual site plan, with side and rear setbacks established as appropriate adjoining these new property boundaries.
8. All costs associated with surveying, platting and recording these tracts of land shall be at the sole expense of the Developer.

Access road through Line Creek Nature Area

It is understood the City, the Developer and the SCT agree that an access road through the Nature Area and connecting the proposed development to the MacDuff Crossing retail center would provide a benefit to both retail developments as well as enhance access and visibility of the Nature Area to the general public.

Prior to formally agreeing to allow the construction of the proposed access road, each of the following must occur:

9. The Developer shall coordinate with the owner of the MacDuff Crossing retail development in an effort to secure appropriate approvals and easements to interconnect the proposed access road to the parking lot of the existing development.
10. The Developer shall be solely responsible for all costs associated with the design and construction of the access road. It is understood costs associated with the design and construction cannot be counted towards the appraised value of the roads and rights-of-way being abandoned by the city as identified above.
11. The design of the access road shall meander through the Nature Area and be park-like in design, the intent being to minimize land disturbance and environmental invasion and in contemplation of the change in elevation and

interfacing with the MacDuff Crossing development to optimize traffic flow and visibility.

12. The access road shall be designed and signed to accommodate both vehicular and golf cart traffic. All signage shall comply with MUTCD standards.
13. Grading associated with construction of the access road shall be minimized through the use of natural retaining walls.
14. All disturbed areas resulting from construction of the access road shall be re-vegetated to create an informal and naturalistic landscape adjacent to the road.
15. Prior to issuance of the first Certificate of Occupancy, the Developer shall prepare an easement document for the access road which stipulates the Developer and their heirs or assigns shall be solely responsible for maintenance and upkeep associated with the access road in perpetuity.
16. The Developer shall install a monument sign at each end of the access road where the access road interconnects with the parking area of each retail center. This signage shall comply with the SR 54 W Design Guidelines and include directional signage to each retail center as well as to the Nature Area.
17. The Developer shall provide a kiosk within the retail center to include photographs, maps, information and activities associated with SCT and the Nature Area. It is understood that SCT shall be responsible for updating information on the kiosk in conjunction with the Developer.
18. The Developer shall interconnect the retail development to the Nature Area property through the use of meandering pathways, play areas, picnic areas and/ or benches. The design of this connection shall be coordinated with SCT and identified on the conceptual site plan. It is understood these improvements will be located within the property being deeded to the city.
19. The Developer shall surface the existing gravel entrance drive extending from SR 54 to the parking lot of the Nature Area with asphalt in such a manner that the drive can accommodate both vehicular and golf cart traffic. Prior to paving, the gravel drive shall be regraded as needed to correct existing drainage and erosion issues. It is understood storm drain pipes may be required and the character of the existing drive shall remain as naturalistic as possible, which may require deviations from typical street design standards.
20. The Developer shall surface the existing parking lot adjacent to the Nature Area in its current configuration with asphalt. It is understood the character of the existing parking area shall remain as naturalistic as possible, which may require deviations from typical parking lot design standards.
21. The Developer shall design and construct a freestanding restroom building adjacent to the parking area of the Nature Area.
22. The Developer shall include the SCT Board of Directors in the design and construction of each of the elements contained herein.

Size of proposed development

It is understood the total size of the proposed development may exceed 150,000 SF in gross floor area and that an individual retail business involving the sale of merchandise may be in excess of 32,000 SF, resulting in the requirement to either rezone the property or request a Special Use Permit under the conditions identified within the GC General Commercial zoning district. The city shall review a rezoning application or a Special Use Permit application in accordance to the standards of review established within the city's Zoning Ordinance.

Conceptual site plan submittal requirements

The Developer shall prepare a conceptual site plan for the Property that complies with the GC General Commercial zoning ordinance, the SR 54 W COR Corridor Overlay District, and the SR 54 West Design Guidelines. The conceptual site plan shall be reviewed in accordance with the city's established site plan review process.

At a minimum, the conceptual site plan shall include the following:

23. Access to the subject tract from SR 54 shall be limited to the existing Line Creek Drive intersection and a new right-in/ right-out driveway, which shall be located between the Line Creek Drive and Planterra Way intersections. It is understood the location of the proposed right-in/ right-out driveway shall be reviewed and approved by the Georgia Department of Transportation ("GDOT").
24. The Developer shall work with the owner of what is known as "Tract D" of the MacDuff Crossing retail development tract in an effort to interconnect this development through their existing parking area to the existing right-in/ right-out driveway constructed as a part of the MacDuff Crossing development, with the intent of providing an additional access point to the proposed development.
25. Access from Line Creek Drive to the existing MacDuff Crossing outparcel at the Line Creek Drive intersection shall be maintained.
26. The total number of parking spaces for the overall development shall not exceed what is permitted within the city's parking ordinance. Shared parking shall be utilized throughout the development to minimize the total number of vehicular parking spaces required.
27. No less than ten (10) percent of the total number of required vehicular parking spaces shall be designed and designated for golf cart parking. These spaces shall be in close proximity to the entrances to the various retail stores. These spaces are not in addition to the minimum number of spaces required, but shall be included in the overall parking required for the development.
28. Stormwater detention shall not be permitted within the 30' landscape buffer adjacent to SR 54. All stormwater detention facilities shall be provided on-site.

The Developer shall provide the following documents as a part of the conceptual site pan review package:

29. A schematic site lighting plan for the overall site that is prepared in accordance with the city's lighting ordinance and the SR 54 West Design Guidelines.
30. A schematic landscaping plan for the overall site that is prepared in accordance with the city's landscape ordinance and the SR 54 West Design Guidelines. All canopy trees shall be no less than four (4) inches in diameter as measured at breast height (dbh).
31. A schematic stormwater management plan for the overall site that is prepared in accordance with the city's post-construction stormwater ordinance. It is understood stormwater runoff associated with this development shall traverse

through the Nature Area utilizing established drainage ways but shall not increase the flow of stormwater that currently runs through the Nature Area.

32. Schematic elevations of all buildings, including exterior materials and color selections, that are prepared in accordance with the SR 54 West Design Guidelines.
33. A schematic site amenities plan that is prepared in accordance with the SR 54 West Design Guidelines, and includes, at minimum, public seating areas, public spaces with fountains, hardscape features and integrated pedestrian walkways.
34. A schematic pedestrian circulation plan that identifies pedestrian movement, locations of crosswalks and entry features to buildings and individual tenant spaces.
35. A schematic multi-use path circulation plan, identifying locations of multi-use path connections, parking areas and potential charging stations. At a minimum, the plan shall include a 10' wide multi-use path adjacent to Planterra Way that shall provide a connection from this development to the Peachtree City Tennis Center as well as the existing at-grade multi-use path crossing adjacent to the Planterra Ridge amenity area.

Traffic impact analysis

The Developer shall prepare a detailed traffic impact analysis prepared by a qualified Traffic Engineer acceptable to both the City and Developer which shall examine the traffic impacts associated with the proposed development. All costs associated with the preparation of this study shall be the sole responsibility of the Developer. It is understood the results of the traffic impact analysis may determine the ultimate size of the overall development.

Installation of traffic signal

The Developer shall submit an irrevocable letter of credit or performance bond to the City in the amount equal to the design and installation of a traffic signal at the intersection of SR 54 and Line Creek Drive. Said irrevocable letter of credit or performance bond shall be submitted prior to the issuance of the Certificate of Occupancy for the last building in the project. A warrant study shall be performed and funded by the Developer upon the request of the City within two (2) years after the Certificate of Occupancy is issued for the last building in the project, and the City's Traffic Engineer shall make the final determination regarding the installation of this signal. In the event that a signal is installed at such intersection, all costs associated with the installation of such signal shall be paid for by the Developer; provided, however, that this obligation shall terminate three (3) years after a Certificate of Occupancy is issued for the last building in the project.

Final site plan submittal requirements

The Developer shall agree to incorporate the following items into the final site plan and construction documents:

36. The elevation at the rear of the property shall be lowered such that roof line of the retail buildings shall not be visible from the line of sight of a person standing

at the rear property line of the adjoining Cardiff Park subdivision. Should retaining walls be required to accommodate the change in grade, said walls shall be constructed of earthen fill gabion baskets and planted to create a vegetated wall.

37. Once clearing and grading is complete and the buildings are under construction, the city landscape architect shall review the eastern property boundary to determine if additional plant material is necessary in order to screen views of this development from Planterra Way.
38. The cleared portion of the transition yard buffer where Line Creek Drive is currently located shall be bermed and landscaped in accordance with the transition yard buffer requirements.
39. Sound baffles shall be installed on all roof-top mechanical equipment facing Cardiff Park.
40. Site lighting at the rear of the site shall be designed such that light infiltration into the Cardiff Park subdivision is minimized.
41. Delivery trucks shall be restricted from accessing the service area and/ or making deliveries between the hours of 8:00PM and 8:00AM.
42. Trash compactors shall be specified for all retail buildings and shall be located and screened to minimize noise infiltration.
43. An in-ground, outdoor audio system shall be provided throughout the development which is equal to or similar to that currently provided at The Avenue and the Braelinn Village retail center.

Internal road connection to Planterra Way

It is understood there shall be no internal road connection between the Property and Planterra Way. By agreeing to this condition, the city recognizes this is a modification to the approved SR 54 West Master Plan and shall adopt a modification to this plan eliminating this requirement.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager**

FROM: **Public Information Officer/City Clerk**

DATE: **November 10, 2011**

SUBJECT: **Citizen Request to Address Council – Mr. Bill Posey, 505 Creekside Way**
November 17, 2011, City Council Meeting

Mr. Posey has requested to be added to the agenda under the terms established in Sec. 2-33 of the Peachtree City Code of ordinances. His request is attached and deals with the Bradford Estates Pond. Because this matter is currently in litigation, the City Attorney will be able to provide any necessary reply to Mr. Posey at the meeting.

Peachtree City Council Meeting Nov. 17

bill posey [brposey0320@bellsouth.net]
Sent: Thursday, November 10, 2011 1:04 PM
To: Betsy Tyler

The purpose of this email is to request permission to address our City Council reference Bradford Estates Pond. My wife and I purchase a home located at 505 Creekside Way Peachtree City, GA on July 15, 2010. When I purchase the property all my research indicated that I would have a 100 ft. buffer between my property and Southside Church. Over the last year, I have provided three different testimony's before our Planning Commission. Recently, Ms. Linda Wocheck advised that my complaints should be directed toward City Council. I have contacted Dave Rast who also sent me an email advising that my concerns should be presented before City Council. An unnamed staff member has given away a tree saved area and allowed Southside Church to build within a tree saved area which took away a 100 foot buffer between my property and the Church. The Bradford Estates Pond is in deplorable condition and our Planning Commission gave the Church a building permit to construct a parking lot expansion. The City should not allow one foot of dirt to be broken until Bradford Estates Pond is rendered safe to all citizens of Peachtree City.

CA #4

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager**

FROM: **Public Information Officer / City Clerk**

DATE: **November 15, 2011**

SUBJECT: **Certify Election Results**
November 17, 2011, City Council Agenda

Recommendation:

That Council certify the results of the November 8 General Election and Special Election.

Discussion:

The municipal election and a special election were held on November 8, 2011. Council is required to certify the results. The official results, as certified by the Fayette County Board of Elections, are attached. The summary is as follows:

City Council Post 1

Steve Allen	1469 (41.61%)
Eric Imker	3039 (57.76%)
Write-in Votes	22 (00.62%)

City Council Post 2

George Dienhart	2587 (93.80%)
Write-in Votes	171 (06.20%)

Special Election – Referendum on Sunday Package Alcohol Sales

Yes	2836 (76.88%)
No	853 (23.12%)

Budget Impact:

None

Election Summary Report
Fayette County
State of Georgia General Municipal/Special Election
November 8, 2011
Summary For Jurisdiction Wide, All Counters, All Races
Official and Complete

Registered Voters 37158 - Cards Cast 7288 19.61% Num. Report Precinct 15 - Num. Reporting 15 100.00%

FAYETTEVILLE MAYOR

	Polling	ABM	AIP	PRO	Total	
Number of Precincts	2	2	2	2	2	
Precincts Reporting	2	2	2	2	2	100.0 %
Times Counted (Reg. Voters 9592)	1409	22	420	0	1851	19.3 %
Total Votes	1381	22	414	0	1817	
GREG CLIFTON	811	8	227	0	1046	57.57%
KEN STEELE (I)	565	14	187	0	766	42.16%
Write-in Votes	5	0	0	0	5	0.28%

FAYETTEVILLE CITY COUNCIL P1

	Polling	ABM	AIP	PRO	Total	
Number of Precincts	2	2	2	2	2	
Precincts Reporting	2	2	2	2	2	100.0 %
Times Counted (Reg. Voters 9592)	1409	22	420	0	1851	19.3 %
Total Votes	1354	22	412	0	1788	
EDWARD JOHNSON	887	7	206	0	1100	61.52%
WILSON PRICE (I)	465	15	205	0	685	38.31%
Write-in Votes	2	0	1	0	3	0.17%

FAYETTEVILLE CITY COUNCIL P2

	Polling	ABM	AIP	PRO	Total	
Number of Precincts	2	2	2	2	2	
Precincts Reporting	2	2	2	2	2	100.0 %
Times Counted (Reg. Voters 9592)	1409	22	420	0	1851	19.3 %
Total Votes	1346	22	411	0	1779	
CATHY COCHRAN	607	13	214	0	834	46.88%
MICKEY J. EDWARDS	735	9	196	0	940	52.84%
Write-in Votes	4	0	1	0	5	0.28%

PEACHTREE CITY COUNCIL P1

	Polling	ABM	AIP	PRO	Total	
Number of Precincts	12	12	12	12	12	
Precincts Reporting	12	12	12	12	12	100.0 %
Times Counted (Reg. Voters 23185)	3026	16	659	1	3702	16.0 %
Total Votes	2872	14	644	0	3530	
STEVE ALLEN	1182	10	277	0	1469	41.61%
ERIC IMKER (I)	1670	4	365	0	2039	57.76%
Write-in Votes	20	0	2	0	22	0.62%

PEACHTREE CITY COUNCIL P2

	Polling	ABM	AIP	PRO	Total	
Number of Precincts	12	12	12	12	12	
Precincts Reporting	12	12	12	12	12	100.0 %
Times Counted (Reg. Voters 23185)	3026	16	659	1	3702	16.0 %
Total Votes	2252	14	492	0	2758	
GEORGE DIENHART	2115	10	462	0	2587	93.80%
Write-in Votes	137	4	30	0	171	6.20%

Election Summary Report
Fayette County
State of Georgia General Municipal/Special Election
November 8, 2011
Summary For Jurisdiction Wide, All Counters, All Races
Official and Complete

Registered Voters 37158 - Cards Cast 7288 19.61% Num. Report Precinct 15 - Num. Reporting 15 100.00%

TYRONE MAYOR

	Polling	ABM	AIP	PRO	Total	
Number of Precincts	1	1	1	1	1	
Precincts Reporting	1	1	1	1	1	100.0 %
Times Counted (Reg. Voters 4381)	933	12	790	0	1735	39.6 %
Total Votes	930	12	786	0	1728	
ERIC DIAL	614	9	582	0	1205	69.73%
DERRICK L. JACKSON	316	3	204	0	523	30.27%
Write-in Votes	0	0	0	0	0	0.00%

TYRONE COUNCIL P1

	Polling	ABM	AIP	PRO	Total	
Number of Precincts	1	1	1	1	1	
Precincts Reporting	1	1	1	1	1	100.0 %
Times Counted (Reg. Voters 4381)	933	12	790	0	1735	39.6 %
Total Votes	870	12	738	0	1620	
LINDA M. HOWARD	441	7	445	0	893	55.12%
TAMMY PROCTOR	429	5	292	0	726	44.81%
Write-in Votes	0	0	1	0	1	0.06%

TYRONE COUNCIL P2

	Polling	ABM	AIP	PRO	Total	
Number of Precincts	1	1	1	1	1	
Precincts Reporting	1	1	1	1	1	100.0 %
Times Counted (Reg. Voters 4381)	933	12	790	0	1735	39.6 %
Total Votes	917	12	781	0	1710	
POTA COSTON	407	3	290	0	700	40.94%
RYAN HOUSLEY	510	9	490	0	1009	59.01%
Write-in Votes	0	0	1	0	1	0.06%

FAYETTEVILLE QUESTION

	Polling	ABM	AIP	PRO	Total	
Number of Precincts	2	2	2	2	2	
Precincts Reporting	2	2	2	2	2	100.0 %
Times Counted (Reg. Voters 9592)	1409	22	420	0	1851	19.3 %
Total Votes	1404	22	416	0	1842	
YES	814	8	233	0	1055	57.27%
NO	590	14	183	0	787	42.73%

PEACHTREE CITY QUESTION

	Polling	ABM	AIP	PRO	Total	
Number of Precincts	12	12	12	12	12	
Precincts Reporting	12	12	12	12	12	100.0 %
Times Counted (Reg. Voters 23185)	3026	16	659	1	3702	16.0 %
Total Votes	3016	16	656	1	3689	
YES	2330	9	496	1	2836	76.88%
NO	686	7	160	0	853	23.12%

CA #7

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **Dr. Jim Pennington, City Manager**
Edwin Eiswerth, Fire Chief EFE

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

DATE: **November 14, 2011**

SUBJECT: **Consider Acceptance of GEMA Homeland Security Grant**
November 17, 2011

Recommendation:

The Mayor and Council authorize the acceptance of the FY 2011/2012 Homeland Security Grant in the amount of $10,000.00.

Discussion:

The City of Peachtree City has been offered the opportunity to receive a grant from the Georgia Emergency Management Agency in the amount of $10,000.00 from fiscal year 2011/2012 Office of Domestic Preparedness, Homeland Security Grant funds for the purchase of equipment replacement and maintenance of current specialized inventory for the hazardous materials response team. Purchase of these items through this grant will benefit the response capability of the Multi-jurisdictional Hazardous Material Response Team, to which our Department is one of three partners with Fayette County Emergency Services and Fayetteville Fire Department.

Under the terms of this grant, the City of Peachtree City will purchase these items for the benefit of the multi-jurisdictional team directly. The City of Peachtree City will receive a 100% reimbursement through the grant.

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

Budget Impact:

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

STATE OF GEORGIA
OFFICE OF THE GOVERNOR
ATLANTA 30334-0900

Nathan Deal
GOVERNOR

November 4, 2011

Honorable Don Haddix
Mayor
City of Peachtree City
151 Willow Bend Road
Peachtree City, Georgia 30269-3104

Dear Mayor Haddix:

It is my pleasure to inform you that the State of Georgia has awarded the Peachtree City Fire and Rescue a subgrant funded from the federal Homeland Security Grant Program. The amount of the grant is $10,000.00 to build capabilities that enhance homeland security.

These funds are subject to the execution of the appropriate documents that you will receive from the Georgia Emergency Management Agency/Homeland Security (GEMA) in the near future. The grant funding can be used only for the purposes specified and authorized by a Grantee-Subgrantee Agreement, so no action can be undertaken until the agreement has been finalized.

These monies are awarded to acquire or sustain equipment for your Hazardous Materials team. This is a direct award, but you may request that GEMA purchase equipment on your behalf with these funds. The purpose of this award is to maintain the team's capabilities.

Thank you for your commitment to protect our state. I appreciate your efforts to ensure that Georgia remains a safe place for us to live and raise our families. By working together, we can continue to be prepared for the challenges that may face us.

Sincerely,

Nathan Deal

Nathan Deal

ND:sh
cc: Chief Edwin F. Eiswerth
Peachtree City Fire and Rescue

CA#8

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council Members**

VIA: **Jim Pennington, City Manager**
Paul Salvatore, Financial Services Director P.S.
Janet Camburn, Assistant Financial Director JC
Angela Egan, Purchasing Agent AE

FROM: **H.C. "Skip" Clark II, Chief of Police**

DATE: **November 14, 2011**

SUBJECT: **Citizen Corp Community Emergency Response Team Grant (CERT)**

Recommendation:

The Police Department is requesting to accept a grant from the Georgia Emergency Management Agency in the amount of $28, 985.00.

Discussion:

Under the guidelines for this grant, these funds are for items such as medical supplies, promotional materials, training material, and includes general machinery/equipment maintenance and purchases. As a condition of the grant, the City must furnish expenditure documentation for the money spent. The Police Department has received previous grants that require this documentation and has been very diligent in this reporting requirement. In fact, the Peachtree City's accounting program was given accolades at a recent Citizen Corp Conference. The Peachtree City C.E.R.T. program was established in 2005. As of the date of this request, we have trained over 472 citizens in disaster preparedness. If this grant is approved and received, we should be able to provide training to over 550 citizens by the end of 2012.

Budget Impact:

There is no budgetary impact and no matching funds required on behalf of the City.

HCC/slp

GEORGIA EMERGENCY MANAGEMENT AGENCY
GEORGIA OFFICE OF HOMELAND SECURITY

NATHAN DEAL
GOVERNOR

CHARLEY ENGLISH
DIRECTOR

November 2, 2011

RE: FIP #113-59724-99
GAN #2007-GE-T7-0054
Budget Worksheet #2661
City of Peachtree City Police Department

Mr. Robert M. Dupree
City of Peachtree City Police Department
350 South Highway 74
Peachtree City, Georgia 30269

Dear Mr. Dupree:

Enclosed is the Grantee-Subgrantee Agreement for funding awarded to your agency by the Georgia Emergency Management Agency (GEMA) from the Department of Homeland Security (DHS) Fiscal Year 2007 Homeland Security Grant Program Citizen Corps Program. This agreement governs the use of funding provided by DHS to help your agency to build and enhance capabilities to prevent, protect against, respond to, and recover from terrorist attacks, major disasters and other emergencies in accordance with the goals and objectives of the State Strategic Plan.

The amount of this agreement is $28,985.00. You may not exceed in either quantity nor total dollar amount the items expressly approved for you to purchase, as shown on the accompanying detailed budget worksheet(s).

Attached to the Grantee-Subgrantee Agreement are Exhibits A - H. Please review and return signed originals of the Grantee-Subgrantee Agreement, Exhibit C, F, G, and Exhibit H, to the attention of your grants manager **within 14 days of receipt of this letter.** A copy of the fully executed agreement will be returned to you later for your files.

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

Sincerely,

Angi Whatley
Public Assistance Director

aw/mp
Enclosures
cc: Stan Pye, Captain
City of Peachtree City Police Department

FISCAL YEAR 2007 HOMELAND SECURITY GRANT PROGRAM
GRANTEE-SUBGRANTEE AGREEMENT
CITIZEN CORPS PROGRAM

The United States Department of Homeland Security (DHS), Preparedness Directorate, Office of Grants and Training (G&T), approved the application and awarded grant funding from the Fiscal Year 2007 Homeland Security Grant Program to the Georgia Emergency Management Agency (GEMA) on behalf of the State of Georgia, in accordance with the Department of Homeland Security Appropriations Act, 2007, Public Law 109-295. GEMA will maintain overall responsibility and accountability to the federal government for the duration of the program. GEMA, as Grantee, **has awarded the amount of $28,985.00 to City of Peachtree City Police Department,** as Subgrantee, in accordance with the **Fiscal Year 2007 Homeland Security Grant Program (HSGP), Citizen Corps Program.**

Under this Agreement, GEMA will execute the interests and responsibilities of the Grantee. The individual designated to represent the State is **Charley English, Authorized Grantee Official**. The State has designated **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 **eight (8)** of this agreement and whose signature appears on page **eight (8)** of this agreement.

Purpose: The Subgrantee agrees to use allocated funds only as approved, to comply with the terms, conditions and guidelines as stated within this agreement, and to request reimbursement only for expenditures made in accordance with the Approved Detailed Budget Worksheet (Exhibit D). Any change to the budget worksheet must be requested in writing by the Subgrantee and must be approved by the Program Manager prior to the execution of that change.

Effective Date: From July 1, 2007 to December 15, 2011.

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

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

Exhibit A — United States Department of Homeland Security (DHS), Preparedness Directorate, Office of Grants and Training (G&T), Office of Grant Operations (OGO) Financial Management Guide (Financial Guide), available on the DHS Web site at: http://www.dhs.gov/xlibrary/assets/Grants_FinancialManagementGuide.pdf

Exhibit B — United States Department of Homeland Security (DHS), Office of Grants and Training (G&T), Fiscal Year 2007 Homeland Security Grant Program, Program Guidance and Application Kit (DHS Guide), located on Office of Justice Program's Web site at www.ojp.usdoj.gov/odp/docs/fy07_hsgp_guidance.pdf.

Exhibit C — NIMS Compliance Form

Exhibit D — Approved Detailed Budget Worksheet(s)

Exhibit E — Payment Request Form

Exhibit F Standard Assurances – Standard Form 424B (Non-Construction) or Standard Form 424 D (Construction), as applicable

Exhibit G Certification Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements. OJP Form 4061/6.

Exhibit H Financial Status Report (FSR) Reporting Form and Quarterly Reporting Form Instructions

Reimbursement and Reporting Requirements

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

2. **Financial Status Report (FSR):** The disposition of grant funds, including all obligations and expenditures, must be reported to GEMA on a quarterly basis through the FSR, which is due within 45 days of the end of each calendar quarter (i.e. for the quarter ending March 31, FSR is due on May 15). A copy of this form is attached as Exhibit H to this agreement.

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

4. **Citizen Corps Progress/ Status Report:** The Subgrantee shall complete and submit reports at the end of each calendar quarter (i.e. March 31, June 30, September 30, and December 31). A copy of this form is attached as Exhibit I to this agreement.

   The Subgrantee agrees to update program information on National Citizen Corps website: http://www.citizencorps.gov/

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

Audits, Financial Regulations and Guides

1. **Audits:** 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 2007 Homeland Security Appropriations Act and this Agreement.

2. **Code of Federal Regulations (CFR):** The Subgrantee agrees to comply with all applicable provisions of the Code of Federal Regulations, including, without limitation, 28 CFR 66, Uniform Administrative Requirements for Grants And Cooperative Agreements To State and Local Governments, with 48 CFR 31, Contract Cost Principles and Procedures, and with 2 CFR, Grants and Agreements.

3. **Office of Management and Budget (OMB) Circulars**: The Subgrantee agrees to comply with all applicable OMB Circulars, specifically, without limitation, the following applicable OMB Circulars: OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations; 2 CFR 225, Cost Principles For State, Local, And Indian Tribal Governments (OMB Circular A-87); 2 CFR 220, Cost Principles For Educational Institutions (OMB Circular A–21); or 2 CFR 230, Cost Principles For Non-Profit Organizations (OMB Circular A–122). The referenced sections of the Code of Federal Regulations for OMB Circulars A-87, A-21 and A-122 can be found in the Electronic Code of Federal Regulations, e-CFR, on the Web at http://ecfr.gpoaccess.gov/. OMB Circular A-133 can be found on the Web at http://www.whitehouse.gov/omb/circulars/a133/a133.html.

   a. **Office of Management and Budget (OMB) Circular A-133:** The Subgrantee agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the Financial Guide (Exhibit A). If the Subgrantee is required under OMB Circular A-133 to conduct a single audit, the Subgrantee shall provide GEMA with written documentation showing that it has complied with the single audit requirements. Such documentation shall be returned to GEMA with this signed Agreement. Subgrantee shall immediately notify GEMA in writing directed to the Grants Manager at any future time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement. OMB Circular A-133 can be accessed on the Web at http://www.whitehouse.gov/omb/circulars/a133/a133.html.

   b. **Office of Management and Budget (OMB) Circular A-87 Inventory Requirements**: The Subgrantee agrees to comply with the requirements of OMB Circular A-89, and specifically, without limitation, agrees to comply with the requirement to take physical inventories of any equipment received through this subgrant at least once every two years.

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

5. **Accounting System:** The Subgrantee agrees to maintain an accounting system integrated with adequate internal fiscal and management controls to capture and report grant data with accuracy, providing full accountability for revenues, expenditures, assets, and liabilities. This system shall provide reasonable assurance that the subgrantee is managing federal and state financial assistance programs in compliance with the current edition of the Financial Guide (Exhibit A) and all applicable laws and regulations.

6. **Retention and Maintenance of Records:** Subgrantee shall comply with the OMB administrative requirements circulars and the current edition of the Financial Guide (Exhibit A) in retaining and maintaining records pertinent to the subgrant award. All such records shall be retained by the subgrantee for at least three years from the date of the final expenditure report by GEMA to DHS to close out the State of Georgia's 2007 HSGP grant. Refer to the Financial Guide (Exhibit A) for exceptions which would require longer record retention period.

7. **Withholding of Funds:** GEMA, as the awarding agency, may withhold payments of grant funds to a Subgrantee after proper notification or opportunity to remedy if the Subgrantee demonstrates any of the following:

    a. Unwillingness or inability to attain program or project goals or to establish procedures that will minimize the time elapsing between the cash drawdowns and expenditures;
    b. Inability to adhere to guideline requirements or special conditions;
    c. Improper award and administration of subawards or contracts; and
    d. Inability to submit reliable and/or timely reports.

   Noncompliance by the Subgrantee with the terms or conditions of this Agreement will constitute justification for non-payment of any amounts submitted on the Payment Request Forms.

National Initiatives

1. Subgrantee agrees to comply with all applicable terms and conditions of the Fiscal Year 2007 Homeland Security Grant Program Guidance (Exhibit B), including without limitation meeting the minimum National Incident Management System (NIMS) Fiscal Year 2007 implementation compliance requirements in the NIMS Compliance section of the DHS Guide and the NIMS Integration Center (NIC) on the Web at www.fema.gov/emergency/nims/. In order to receive FY 2007 preparedness funding, applicants will have to certify that they have met the minimum FYs 2005, 2006 and 2007 NIMS requirements. Therefore, all terms and conditions of this agreement are predicated and conditional upon the Subgrantee's assurance by completing and signing the NIMS Compliance Form (Exhibit C) and returning the completed and signed form to GEMA along with the signed original Grantee-Subgrantee Agreement.

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

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

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

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

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

(d) Exercises conducted using HSGP funding must be NIMS compliant, as defined by the 2007 NIMS compliance matrices. Further information is available on the NIMS Integration Center Web site at www.fema.gov/emergency/nims/.

Special Conditions

The Subgrantee agrees to the following conditions:

1. The Subgrantee agrees to use all grant funding awarded from the FY 2007 Homeland Security Grant Program (HSGP) for costs related to preparedness activities associated with implementing the 2006 State Strategic Plan for Terrorism and All-Hazards Preparedness, including goals and objectives, and any respective Urban Area Security Strategies.

2. The Subgrantee agrees to that all allocations and use of funds under this grant will be in accordance with the Fiscal Year 2007 Homeland Security Grant Program (HSGP) Guidance and Application Kit (Exhibit B), comply with all DHS requirements and cooperate with GEMA to comply with federal and state requirements related to the grant funding.

3. The Subgrantee understands and agrees that any allocations and use of grant funding must support and may only be used to fund the Investments identified in the Investment Justifications which were submitted as part of the State of Georgia's FY 2007 HSGP application.

4. The Subgrantee agrees that federal funds under this award will be used to supplement, but not supplant, state or local funds for homeland security preparedness.

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

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

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

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

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

10. If the Subgrantee violates any of the conditions of this agreement, including any exhibits hereto, or of applicable federal and state law or regulation, in addition to any other recourse available, GEMA shall notify the Subgrantee that additional funds for the grant in connection with which the violation occurred will be withheld until such violation has been corrected to the satisfaction of GEMA. In addition, GEMA may also withhold or require repayment of all or any portion of the financial award which has

been or is to be made available to the Subgrantee for other projects under this program, this or other agreements, and applicable federal and state regulations until adequate corrective action is taken.

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

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

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

14. Subgrantee shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA and/or GEMA to ensure compliance with applicable laws, including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of the Subgrantee to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Subgrantee shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, through GEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater and shall coordinate with GEMA regarding any activities using grant funding that require specific documentation of compliance with federal laws and/or regulations. Subgrantee must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground-disturbing activities may occur during project implementation, the Subgrantee must obtain preapproval from GEMA and ensure monitoring of any ground disturbance. If any potential archeological resources are discovered, the Subgrantee will immediately cease construction in that area and notify FEMA, through GEMA, and the Georgia Department of Natural Resources, Georgia State Historic Preservation Division. Subgrantee shall not undertake any project to which the National Environmental Policy Act (NEPA) requirements are applicable without obtaining written approval by FEMA, through GEMA, prior to use of any HSGP funds for construction or renovation, including without limitation, security equipment; and to coordinate with GEMA regarding any activities using grant funding that require specific documentation of NEPA compliance.

15. Subgrantee agrees to cooperate with GEMA in assuring that any training funded through HSGP funding is reported on the Web-Forms system as more fully explained in the FY 2007 Homeland Security Grant Program (HSGP) Program Guidance and Application Kit, pp. 27-32.

16. Subgrantee agrees that the funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and achievement of a

baseline level of capability as defined by the Fusion Capability Planning Tool. The Global Justice/HSAC Guidelines can be accessed at http://it.ojp.gov/documents/fusion_center_guidelines.pdf, and the DHS FY 2007 HSGP Fusion Capability Planning Tool is located on the Web at http://www.ojp.usdoj.gov/odp/docs/fy07_hsgp_resource_fusion.pdf.

17. All statewide information sharing and analysis centers leveraging FY 2007 HSGP funds must establish connectivity with the DHS Homeland Security Operations Center (HSOC) via the Homeland Security Information Network (HSIN). HSIN must serve as the primary vehicle by which information and intelligence is shared with DHS as part of the fusion process across the federal, state, local, regional, tribal and private sectors.

18. When implementing NPD-funded activities, the Subgrantee understands and agrees that it must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. The Subgrantee is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting NPD-funded activities.

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

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

Termination

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

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

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

3. Non-Availability of Funding: Notwithstanding any other provision of this agreement, in the event that either of the sources of funding for reimbursement under this agreement (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist or in the event the sum of all obligations of GEMA incurred under this and all other agreements entered into for this program exceeds the balance of such funding, then this agreement shall

immediately terminate without further obligation of GEMA as of that moment. The certification by the Director of GEMA of the occurrence of either of the events stated above shall be conclusive.

AGREED by all parties:

By: ______________________________
Authorized Grantee

____
Signature Date

By: ______________________________
Subgrantee's Authorized Official

____
Signature Date

____
Printed or Typed Name of
Subgrantee's Authorized Official

Exhibit C

NIMS Compliance Form

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

In federal Fiscal Year 2007, state agencies, tribes, and local communities will be required to complete several activities to comply with the National Incident Management System (NIMS). This document describes the actions that jurisdictions must have taken by September 30, 2007 to be compliant with NIMS. Homeland Security Presidential Directive 5 (HSPD-5), Management of Domestic Incidents, requires all federal departments and agencies to adopt and implement the NIMS, and requires state and local jurisdictions to implement the NIMS to receive federal preparedness funding. Please check the box next to each action that your organization has completed. For those actions not completed please provide a one-page summary of the plan to complete these actions and fully implement NIMS. Additional NIMS guidance can be found at: www.fema.gov/nims

- [x] Community Adoption: Adopt NIMS at the community level for all government departments and/or agencies; as well as promote and encourage NIMS adoption by associations, utilities, non-governmental organizations (NGOs), and private sector incident management and response organizations.
- [x] Incident Command System (ICS): Manage all emergency incidents and preplanned (recurring/special) events in accordance with ICS organizational structures, doctrine, and procedures, as defined in NIMS. ICS implementation must include the consistent application of Incident Action Planning and Common Communications Plans.
- [x] Public Information System: Implement processes, procedures, and/or plans to communicate timely, accurate information to the public during an incident through a Joint Information System and Joint Information Center.
- [x] Preparedness/Planning: Establish the community's NIMS baseline against the FY 2005 and FY 2006 implementation requirements. (NIMSCAST and/or Implementation Plan)
- [x] Develop and implement a system to coordinate all federal preparedness funding to implement the NIMS across the community.
- [ ] Revise and update plans and SOPs to incorporate NIMS components, principles and policies, to include planning, training, response, exercises, equipment, evaluation, and corrective actions.
- [x] Participate in and promote intrastate and interagency mutual aid agreements, to include agreements with the private sector and non-governmental organizations (NGO).
- [x] Implementation plan exists at agency level that identifies personnel to complete the below listed NIMS training requirements.
  - [x] Complete IS-700 NIMS: An Introduction
  - [x] Complete IS-800 NRP: An Introduction
  - [x] Complete ICS 100 and ICS 200 Training
- [x] Incorporate NIMS/ICS into all tribal, local, and regional training and exercises.
- [x] Participate in an all-hazard exercise program based on NIMS that involves responders from multiple disciplines and multiple jurisdictions.
- [x] Incorporate corrective actions into preparedness and response plans and procedures.
- [x] Inventory community response assets to conform to homeland security resource typing standards.
- [x] To the extent permissible by law, ensure that relevant national standards and guidance to achieve equipment, communication, and data interoperability are incorporated into tribal and local acquisition programs.
- [x] Apply standardized and consistent terminology, including the establishment of plain English communications standards across public safety sector.

Authorized Signature: [signature] **Date:** 11/14/14 **Agency:** Peachtree City Police Dept

Exhibit D

GEORGIA EMERGENCY MANAGEMENT AGENCY
DHS FY 2006 Citizen Corps Grant Program *(SHADED AREAS ARE FOR GEMA USE ONLY)*

Fiscal Year/Part Fiscal Year 2006	**FIPS NO. 113-59724-99**	**SHEET # 2661**	**DATE SUBMITTED**	**APPROVAL DATE**
Tax I.D. 58-1079955	**APPLICANT (Agency/ Department)** City of Peachtree City Police Department	**COUNTY Fayette**	**GEMA AREA Region** 7	**GAN NO. 2007-GE-T7-0054**
ADDRESS 350 S. Hwy 74 Peachtree City, Ga. 30269		**CONTACT NAME Stan Pye**		**CONTACT PHONE / ALTERNATE NO./E-MAIL: 770-631-2514 // spye@ptcgovernment.org**

Category - Indicate below, <u>must</u> be one of the following: 4. Information Technology (IT), 5. Cyber Security (CS), 6. Interoperable Communications (Inter. Op), 9. Medical Supplies (MED), 10. Power Equipment (POW), 11. CBRNE Reference Materials (REF), 21. Other Authorized (O)

Investment Justification = ________10__________ Specify on this line the Investment Justification associated with the project to be funded.One per application.
Choose one: 1. National Incident Management System and National Response Plan, 2. Regional Collaboration, 3. National Infrastructure Protection Plan, 4. Information Sharing, 5. Interoperable Communications, 6. CBRNE, 7. Medical Surge and Mass Prophylaxis, 8. Explosive Device Response Operations, 9. Law Enforcement Operations and Investigations, 10. Citizen Preparedness and Volunteer Efforts, 11. Georgia Search and Rescue Program, 12. Evacuation Preparedness, 13. Agroterrorism Defense, 14. Planning

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

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

COST ESTIMATE

ITEM NO	CATEGORY	ITEM	STATE GOAL, OBJECTIVE, STEP	QUANTITY	COST EACH	TOTAL COST
001	O	CERT Materials (CERT Kits, Manuals, Handouts, Equipment and Supplies)		1	$28,985.00	$ 28,985.00
002						
003						
010						$ -
005						$ -
006						$ -
007						$ -
008						$ -
009						$ -
006						$ -
011						$ -
012						$ -
013						$ -
014						$ -
					TOTAL	$ 28,985.00

PREPARED BY: Capt. Stan Pye Major Mike DuPree | TITLE: Captain Major

Exhibit E

EXHIBIT E

Date: ______________

Georgia Emergency Management Agency
State Homeland Security Grant Program

Payment Request Form

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

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

Budget Worksheet Number:________ Name of Jurisdiction:______________________________

GAN Number:____________________ FIPs Number:____________________ Area: ________

Item Number From Budget Worksheet	Requested Item to be Reimbursed	Requested Quantity	Requested Cost	Description of Documentation Attached in Support of this Payment Request
	(from Continuation sheet attached) **SUBTOTAL**			
	TOTAL			
	NET AMOUNT REQUESTED			

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

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

Exhibit F

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

ASSURANCES - NON-CONSTRUCTION PROGRAMS

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

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

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

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

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

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

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

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

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

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

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

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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

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

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

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

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

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

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

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

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

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

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

ASSURANCES - CONSTRUCTION PROGRAMS

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

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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

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

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

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

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

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

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

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

Exhibit G

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

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

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

1. LOBBYING

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

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

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

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all 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 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

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

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

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

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

*U.S. Government Printing Office: 1996 - 405-037/40014

Exhibit H

GEORGIA EMERGENCY MANAGEMENT AGENCY
State Homeland Security Program

QUARTERLY FINANCIAL STATUS REPORT (FSR) *

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

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

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

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

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

Georgia Emergency Management Agency (GEMA)
Citizen Corps – Quarterly Reporting Form Instructions

Quarterly reports must be met throughout the life of the grant. Per the HSGP Grant Guidance all obligations and expenditures must be reported on a quarterly basis to include partial calendar quarters and quarters with no grant activity, these reports should be submitted within 30 days of the completion of that quarter. A final financial report should be submitted within 90 days following the end of the grant year or upon grant closing whichever comes first. For more information on grant responsibilities go to http://www.fema.gov/government/grant/hsgp/

Let's Get Started:

- Agency / Program Overview:
  Identify the applicant and/or agency information, select current reporting quarter and provide a brief over view of the program(s) in your jurisdiction. *(If you do not have all of these programs in your jurisdiction please enter N/A where appropriate.)*
  - All local Councils and local CERT Programs that registered prior to 2011 will be archived and will not be displayed on the National Citizen Corps/ CERT websites. Every Citizen Corps Council and CERT Program is required to re-register if they wish to have a listing in the citizen Corps or CERT directory.

- Training Update:
  Please provide a brief description of any training conducted during this quarter; please include number of participants, type of participants (ex. volunteers, fire, law enforcement, etc.), purpose of training (ex. basic training, continuing education, refresher, etc.)

- Funding:
  Please complete sections A & B of the *Quarterly Financial Status Report (FSR)* and submit with your Quarterly Report Form.

- Citizen Corps Program Activities:
  Please provide for this quarter any activities, community events, emergencies /non-emergencies, recruitment and outreach activities that utilized volunteer support. Please also include how many volunteers participated and what roles they supported.

- Next Quarter Planning:
  Please provide a planning outlook for this next quarter to include any activities, community events, recruitment fairs and outreach activities that will utilize volunteer support. Please also include any planned grant expenditures for this next quarter (to include amount and purpose).
  - *Please share any upcoming events and training with others by placing them on the National Citizen Corps Website (www.citizencorps.gov)*

- Status of Current Grants:
  Please provide information on any open Citizen Corps Grants your jurisdiction has to include the Fiscal Year (FY), original grant award amount and the amount you have expended on these grants to this point. Please provide a separate line for each grant (CERT, Fire Corps, MRC, VIPs, and Neighborhood Watch program)

Georgia Emergency Management Agency (GEMA)
Citizen Corps & Grant Quarterly Report

Agency/Applicant: ____

Reporting Quarter: _____ 1st (Jan) _____ 2nd (April) _____ 3rd (July) _____ 4th (Oct)

Program Update:

Program Type	# Active Members	Date of Last Meeting (00/00/00)	#Volunteers trained this Quarter	#Date of last training (00/00/00)
Citizen Corps Council				
CERT				
Fire Corps				
MRC				
Volunteers in Policing (VIPs)				
Neighborhood Watch				

1). **Training Update:** (Please provide a brief description of training classes held during this quarter)

2.) **Funding:**
Complete Sections A & B of the *Quarterly Financial Status Report (FSR)* and submit with this report.

3.) **Citizen Corps Program Activities**: (List any activities for emergency, non-emergency and outreach activities where volunteers were utilized or demonstrated their skills during this quarter)

4.) **Next Quarter Planning**: (List any scheduled events, training, recruitment, outreach activities being planned for next quarter)

*Have these events and activities been updated on the National Citizen Corps website calendar?
___ yes ___no If yes, date of last entry? __/__/__

5.) **Status of all open CCORPS Grants**:

FY__ Grant Award: __________ % Expended _________
FY__ Grant Award: __________ % Expended _________

Please submit all Quarterly Reports to the State Citizen Corps Program Coordinator at tami.fowler@gema.ga.gov or fax to 770-357-1103.

11-11-06

CITY OF PEACHTREE CITY
STATE OF GEORGIA

RESOLUTION NO. ____________________

A RESOLUTION TO DISSOLVE THE DEVELOPMENT AUTHORITY OF PEACHTREE CITY, GEORGIA; TO REPEAL CONFLICTING LAWS AND RESOLUTIONS; AND FOR OTHER PURPOSES.

WHEREAS, the City of Peachtree City, Fayette County, Georgia, was duly incorporated by an act appearing at 1959 Georgia Laws, p. 2049, as amended by Ordinance No. 770, adopted September 6, 2001, et. seq.; and

WHEREAS, on April 7, 1971, the City Council of the City of Peachtree City created a by resolution the Development Authority of Peachtree City, in accordance with the provisions of the state Development Authorities Law, O.C.G.A. § 36-62-1 et seq.; and

WHEREAS, the Development Authority of Peachtree City has no outstanding bonds or incurred indebtedness; and

Whereas, after review and study, it appears to be in the best interest of the citizens of the City of Peachtree City do dissolve the Development Authority of Peachtree City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Peachtree City, Georgia, that the Development Authority of Peachtree City is hereby dissolved. Pursuant to O.C.G.A. § 36-62-14(c), all assets and debts and rights and obligations of the Development Authority of Peachtree City shall devolve to City of Peachtree City.

SO RESOLVED this _____ day of __________________ 2011 by the City Council of the City of Peachtree City.

ATTEST:

____
Don Haddix, Mayor

____
Betsy Tyler, City Clerk

____
Eric Imker, Council Post 1
Mayor Pro-Tem

____
Doug Sturbaum, Council Post 2

____
Kim Learnard, Council Post 3

____
Vanessa Fleisch, Council Post 4

11-11-09

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager

FROM: Financial Services Director P.S.

DATE: November 14, 2011

SUBJECT: Technology Assessment – Professional Services Agreement

November 17, 2011 City Council Meeting

Recommendation:
Staff recommends that Council approve the attached Master Services Agreement and Work Order Number 1 with the technology consulting firm VC3 in the amount of $32,142.

Discussion:
Due to budgetary constraints over the past few years, the city has lagged in technology investments and now faces the need for a significant investment in technology infrastructure, as presented by staff at the last City Council Retreat. In response to this demonstrated need, Council appropriated approximately $115K to cover annual debt service on a 4-year lease-purchase of approximately $410K of computer equipment. Since this represents a very substantial investment, staff wants to be assured that the funding available will be put to its 'highest and best use' in making improvements to the city's technology infrastructure.

Staff therefore proposes that the firm VC3 be engaged to perform a comprehensive assessment of the city's technology infrastructure and provide guidance as to how our technology investments may be optimized. VC3 had previously completed a similar technology assessment for Peachtree City back in January 2003, so staff believes that they have the appropriate knowledge and background information to complete this project efficiently and expeditiously. They have an excellent reputation in the industry, and extensive experience in working with local government.

Budgetary Impact:
The initial assessment of $32,142 will be covered by the $115,704 budgeted in the General Fund for technology upgrades. Staff expects to realize future savings and efficiencies that will make this investment worthwhile.

VC3
Assess | Improve | Manage
Information Technology

City of Peachtree City

Technology Assessment Work Order

Work Order Number:	*1*
Effective Date of Work Order:	*November 11, 2011*
Services Agreement Dated:	*11/10/2011*
Account Executive:	*Ryan L. Wilson*

Atlanta   Columbia   Raleigh
1301 Gervais Street, Suite 1800 | Columbia, SC 29201
800.787.1160

1. Overview of Work Order

This Work Order is part of, and incorporated into the Services Agreement referenced above between Customer and VC3, Inc. (the "Agreement") and is subject to the terms and conditions of the Agreement and any definitions contained in the Agreement. If any provision of this Work Order conflicts with the Agreement, the terms and conditions of the Agreement shall control unless this Work Order specifically states that a particular term and condition of the Agreement is being amended for the purposes of this Work Order.

The following outlines the products and services that VC3 will deliver during the requested IT Assessment. VC3 will provide the consulting, system engineering and project management necessary to implement the requirements that the Customer has defined for this project.

The Customer has requested VC3 Inc. provide a Technology Assessment to evaluate and document the existing IT infrastructure. The Assessment is required to determine the status, topology, data connectivity, stability, and general readiness of the existing network systems.

The assessment will provide the foundation on which recommendations will be made to enable the existing network to run in a reliable and cost effective manner, and on which other applications could be configured successfully. Upon completion of the assessment, VC3 will make recommendations, taking into consideration the goals and growth plans of Customer. The assessment will give a better understanding of the existing network environment and will provide the foundation on which long range planning can be achieved.

2. Summary of Scope and Services and Fees

The primary deliverable of the assessment is a document detailing the current state of the infrastructure, a list of recommended improvements and a proposed timeline. This section includes the various areas that will be reviewed as part of this Technology Assessment. VC3 will provide the following services and deliverables for Customer under this Work Order for the fees outlined in Section 6.

VC3 Assessment Scope	
Assessment Scope	**Quantity**
Client Assessment	**300**
Server Assessment	**12**
Interviews	**8**
Interview Sessions	**8**
Number of Sites	**12**
Number of Domains	**2**
Number of Network Devices	**20**

Interviews: In performing these interview sessions, VC3 aims to determine what is happening within the organization, what each department's IT needs are, and how they regard the current IT services being provided. Interviews are important for several reasons: First, the interviews provide insight into the effectiveness of current IT infrastructure and services. Next, they provide a listing of the current projects planned and already taking place within the organization. Finally, the interviews allow us to gain a better perspective on the current environment. The resulting information is critical for determining the recommendations and timeline presented in the final document.

Client PC's: VC3 will analyze Customers' Windows Client PC's and catalog the current hardware setup. VC3 will provide the Customer with a current listing of hardware and make the appropriate recommendations regarding the upgrading of hardware. This inventory list can be useful for both reporting as well as for insurance purposes.

Server Audit: VC3 will audit Windows servers and catalog the current hardware setup. VC3 will provide the Customer with a current listing of hardware. During the server audit process, VC3 will perform the following functions:

a. Perform an analysis of the physical aspects of each server.
b. Determine if the hardware configuration of each server is properly aligned with the business function of the server.
c. Determine if each server is configured consistently with regard to the corporate domain, backup strategy, anti-virus strategy and operating system update strategy.
d. Determine if each server is configured to leverage industry best practices. Where discrepancies are found, VC3 will work with the current staff to determine if these variances are by design or by chance.
e. Determine if the current systems are sufficient to efficiently handle current and future services, and make recommendations thereof.

Network: (Routers, Hubs, Switches and Firewalls,) VC3 audits each network device and determines its functionality within the network. VC3 will provide a Network Diagram with IP addressing of all network infrastructure devices in the network and will perform the following functions during the network audit portion of this assessment:

a. Perform a bandwidth analysis at each customer site.
b. Determine if any of the current network devices are at end of life.
c. Examine the network for full/half duplex mis-matches.
d. Examine the port utilization of each network switch.
e. Examine and document the internet through-put at each site.
f. Look for overall network inefficiencies.

Domain: VC3 will audit the customer domain to ensure proper implementation and structure of Active Directory. VC3 will review server services (such as DNS, DHCP, WINS, RAS, etc) to ensure best practices.

Security: VC3 will assess and analyze the following areas :

a. The current anti-virus strategy
b. The current spam blocker strategy
c. The current security patch status
d. Any anonymous / guest access to network
e. The current firewall configurations
f. The current remote access/VPN/telnet strategy
g. The current password policy

High Level Strategic Roadmap: During the allowed hours, VC3 will investigate the following and will make "Best-in-Class" recommendations for each:

a. Capture the current state of the environment.
b. The current mobile device (Blackberry/Treo) Strategy.
c.The current internet access strategy.
d.Identify weaknesses and deficiencies
e.3 year action item list

Project Management: VC3 will provide a project manager that will perform the following functions for this project:

a. Coordination of all on-site activities with Customer's point of contact.
b. Gather and review all documentation from the project team.
c. Coordination of System Engineering services for this Statement of Work.
d. Review and administer the Project Change Control Procedure with the Customer.
e. Verify completion of site documentation deliverables.

3. Assumptions

a. VC3 performs assessments between the hours of 8:00 a.m. and 5:00 p.m. EST, Monday through Friday, excluding observed Federal holidays. VC3 Off-hours are defined as anything other than these hours.

b. Remote access to Customer environment may be needed in order to gather data.

c. Customer may be asked to provide user information that is required to implement this Statement of Work.

4. Customer Requirements

A. Customer shall provide a primary point of contact to the VC3 Project Manager.
B. Customer is responsible for providing access for VC3 to sites that are owned / controlled by third parties.
C. Customer will be asked to sign Customer Acceptance sign-off as concurrence of site completion for each site where VC3 has provided Services under this SOW.

D. All relevant information and documentation must be provided to VC3 at least ten (10) business days in advance of any milestones agreed upon by VC3 and Customer.

5. Project Boundaries

Work to be performed does not include any other services except those explicitly defined and stated in this SOW. Should additional services be desired, VC3 can provide the services surrounding these tasks on an hourly basis or in a separate Statement of Work. This SOW does not include assessing any other sites except those listed in this SOW.

6. Cost and Terms

On the Effective Date of this Work Order set forth above, this Work Order shall become part of the Agreement referenced above.

The financial investment for the complete project solution is: **$32,142.00**

VC3 will invoice Customer per the table below. Services will be invoiced in accordance with the Milestone Billing for Services, Table A. Invoices may contain multiple milestones.

Table A - Milestone Billing for Services

Milestone Billing	Milestone Description/Date	Invoice Amount
Contract Signing	50% of services at contract signing	$16,071.00
Project Completion	50% of services at project completion	$16,071.00

VC3, Inc.	
By:	
Name:	
Title:	
Date:	

City of Peachtree City	
By:	
Name:	
Title:	
Date:	

Appendix A

Task / Area Reviewed	
Network Infrastructure	***E-mail System***
Obtain pictures of the physical hardware	Centralized E-mail System
Strength	Consistent Domain Name(s)
Logic	Email Stored Locally
Security	Email Backup
Wiring	Sharing and Collaboration
Routers	Exchange Configuration
Wireless Access	OWA Setup and Secured
Authentication	RCP Over HTTP
Bandwidth analysis	Exchange Store Backup
Port utilization	Spam Filtering
Internet through-put	***Backups***
Overall network inefficiencies	Full Backups Daily
Network topology	Fits on 1 Tape
VPN Strategy	Backup All Servers
Internet access strategy	Backup All Data and Documents
Security	50% Capacity to Grow
Anti-Virus	***Anti-Virus***
Firewall Configuration	Presence on All Systems
Remote Access	Consistent Program
Telnet Access	Virus Definitions Up to Date
Password Policy	Regular Definition Updates
Spam Blocker	Active Scanning
Security Patch Status	Full Scan at a Regular Interval
Anonymous/Guest Access	Controlled by Centralized Server
Servers	***Workstations***
HW Platform	Gather workstation data
Service Tag	Processor
CPU	Memory
Speed	Operating System
Drive Size	Productivity Software
Service Pack	HW Platform
RAID configuration	Service Tag
Disk configuration	CPU
Applications	Speed
Current Load	Drive Size
RAM	Service Pack
UPS	Product Key

Memory	Reg Number
Operating Systems	Check for GPO problems
Disk Management	Check for DNS/DHCP problems
Physical server room conditions	Shared Folders
Backup	Administrative Privileges
Centralization	Disk Management
System Security Level	Device Manager
Disaster Recovery Plan	Services
Obtain pictures of the physical servers	Programs
Support Level	Standardization
Server topology	Virus Protection

Task / Area Reviewed (continued)	
Server configuration vs. best practices	***Web Design and Presence***
Ability to handle current and future services	Search Engine Optimization
Sufficiency of business function of server	Home Page Appeal
Active Directory	Page Layout
Locate Domain Controllers	Navigation
OU Structure	Accessibility Standards
DNS	Content
DNS Zones	***Telephony***
Reverse DNS Zones	Support
DNS Errors	Scalability
DHCP	***Operations***
DHCP Configured in AD controller	***Support***
DHCP Scope creation	7x24 Technical Support
Number of Subnets	Proactive Maintenance
Group Policy	Management of IT Goals
Logical Flow	Hardware replacement lifecycle strategy
Firewall Control	***Business Process Analysis***
WSUS	Stakeholder interviews
RDP control	Analysis of current technology vs. business goals
Server Updates / Patches	Business Process workflow
Written policy on Deployment	Company organization
Centralized Update Management Server	
Test Group for Updates	

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into as of this ____ day of _____________, 2011 (the "Effective Date"), between VC3, Inc., a South Carolina corporation having its principal place of business at 1301 Gervais Street, Suite 1800, Columbia, SC 29201 ("Company"), and The City of Peachtree City, Georgia, a municipality having its principal place of business at 151 Willowbend Road, Peachtree City, GA 30269 ("Client").

WHEREAS, Client desires to receive certain professional services from Company;

Client and Company hereby agree as follows:

1. Services To Be Performed.

1.1 **Services.** Company will provide computer system and network maintenance, software, consulting and professional services (the "Services") as mutually agreed to in a written executed attachment to this Agreement by Company and Client (a "Work Order"); provided however that the parties recognize that Company may from time to time provide Services to Client at Client's request without a Work Order, and in such cases, these Services shall be subject to and governed by the terms and conditions of this Agreement and performed by Company on a time and materials basis and invoiced at the hourly billing rates specified in Exhibit A.

1.2 **Form of Work Order.** Each Work Order will conform to substantially the following format:

(a) The Work Order shall be entitled "Work Order No. [__] under the Master Services Agreement, dated [_________]."

(b) The contents of the Work Order may be included in the body of the Work Order, or in separately signed Attachments, as the parties consider most practical. The Work Order shall include a provision for the dated signatures of authorized representatives of both parties.

1.3 **Change Orders.** Client may request a change in the scope or nature of the Services in a Work Order at any time. However, changes to the scope of the Services in a Work Order can be made only in writing executed by both parties. Change orders that result in an increase in the price of this agreement must be approved by an authorized representative of Client before price increase becomes effective.

2. Charges for Services.

2.1 **Charges.** Company shall be entitled to compensation for the performance of the Services as stated in each Work Order. Unless otherwise expressly stated in a Work Order, Company's compensation will be based on direct labor hours charged at fixed labor rates. The Work Order may call for a budget of expected charges as a way for both parties to monitor performance. Except as otherwise expressly set forth in a Work Order, all Services that are identified to be rendered on a time and materials basis will be invoiced at the hourly billing rates specified in Exhibit A.

2.2 **Invoices.** Unless otherwise stated in a Work Order, payment for the Services is due monthly when and as performance is rendered. Company shall issue invoices to Client for charges when and as they come due. Client shall make payment to Company of all such invoices within thirty (30) days from the date of such invoice.

2.3 **Expenses.** Client shall pay Company for all reasonable expenses incurred by Company in the performance of the Services, including travel, living, and out-of-pocket expenses incurred pursuant to this Agreement.

2.4 **Effect of Late Payment.** All late payments by Client shall bear interest at a rate of one and one-half percent (1.5%) per month or partial month during which any sums were owed and unpaid, or the highest rate allowed by law, whichever is lower.

2.5 **Collection Costs.** Client shall reimburse Company for reasonable attorney's fees it incurs to collect any amounts due to Company under this Agreement, provided that such fees are the result of actions taken by Company and Company is paid fees due by Client as a result of these actions. In the event that an action is brought against Client and Client prevails, Company shall reimburse Client for reasonable attorneys' fees it incurs in defending any such legal action brought by Company.

2.6 **Taxes.** Client shall pay directly, or reimburse Company for, all taxes and tariffs assessed or levied by any governmental entity that are now or may become applicable to the Services or measured by payments made by Client to Company hereunder, or are required to be collected by Company or paid by Company to tax authorities including interest assessment thereon if such assessments are due to Client's actions or inactions. This includes, but is not limited to, sales, use, excise, gross receipt and personal property taxes, or any other form of tax based on services performed, equipment used by Company to perform services solely for Client, and the communication or storage of data, but does not include taxes based upon Company's net income.

3. **Term; Termination.** The term of this Agreement shall continue from the Effective Date until the earlier of (a) expiration of the term of all Work Orders referencing this Agreement or (b) termination of this Agreement as provided in this Agreement. Either party may terminate a Work Order or this Agreement, as applicable, for material breach by the other party of the Work Order or this Agreement, as applicable, which is not cured within 30 days from the receipt by the party in breach of a written notice from the other party specifying the breach in detail. Client shall be liable for payment to Company for all Services rendered prior to the effective date of any such termination. Expiration or termination of any Work Order or this Agreement for any reason will not release either party from any liabilities or obligations set forth in any Work Order or this Agreement which (a) the parties have expressly agreed will survive any such expiration or termination or (b) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.

4. **Proprietary Protections.**

4.1 **Ownership Rights**

(a) **General.** Each party will retain all rights to any software, ideas, concepts, know-how, development tools, techniques or any other proprietary material or information that it owned or developed prior to the Effective Date, or acquired or developed after the Effective Date without reference to or use of the intellectual property of the other party. All software that is licensed by a party from a third party vendor will be and remain the property of such vendor. No licenses will be deemed to have been granted by either party to any of its patents, trade secrets, trademarks or copyrights, except as otherwise expressly provided in this Agreement. Nothing in this Agreement will require Company or Client to violate the proprietary rights of any third party in any software or otherwise. Notwithstanding anything to the contrary in this Agreement, Company (i) will retain all right, title and interest in and to all software development tools, know-how, methodologies, processes, technologies or algorithms used in performing the Services which are based on trade secrets or proprietary information of Company or are otherwise owned or licensed by Company (collectively, "tools"), (ii) will be free to use the ideas, concepts, methodologies, processes and know-how which are developed or created in the course of performing the Services and may be retained by Company's employees in intangible form, all of which constitute substantial rights on the part of Company in the technology developed as a result of the Services performed under this Agreement.

(b) **Materials Developed for or Delivered to Client.** Client agrees that all software and other materials (including, but not limited to customizations, modifications, specifications, documentation and training materials) developed for or delivered to Client pursuant to this Agreement or any Work Order, including all related copyrights, patent rights, trade secrets, ideas, designs, concepts, techniques, inventions, discoveries or other intellectual property rights (collectively, the "Materials"), shall be the exclusive property of Company and the Company shall own all right, title and interest therein. In this connection, Client acknowledges that all Materials which are or may be developed pursuant to this Agreement or any Work Order are and shall be the intellectual property and confidential proprietary information and products of Company, and Client hereby transfers and assigns any and all rights in and to the Materials to Company, its successors and assigns, including all intellectual property rights relating thereto. From time to time upon Company's request, Client shall confirm such assignment by execution and delivery of such assignments, confirmations of assignment, or other written instruments as Company may request. Company agrees that Client shall have a limited nonexclusive license to use the Materials internally to the extent necessary to carry out and fulfill the terms and conditions of the Work Order for which the Materials were developed and shall have the right to grant a limited nonexclusive license to the third parties specifically identified in a Work Order to use the Materials solely for the purposes contemplated by such Work Order, provided that such third parties shall first agree in a signed writing to be bound by the terms of this Agreement or such terms as may be acceptable to Company.

(c) **Specific Deliverables Owned by Client.** Notwithstanding the foregoing provisions of Section 4.1(b) but subject to any third party rights or restrictions and the provisions of Section 4.1(a) and the other provisions of this Section 4.1(c), Client will own the copyright in and to Materials that (i) are developed for and delivered by Company to Client, (ii) are paid for by Client, and (iii) are clearly and specifically identified in a Work Order as governed by the provisions of this Section 4.1(c) (the "Specific Client Owned Deliverables"). Notwithstanding the foregoing, Company will retain ownership of any Company-owned software or development tools that are used in producing the Specific Client Owned Deliverables and become embedded in the Specific Client Owned Deliverables. Company hereby grants to Client a perpetual (subject to compliance with this sentence), royalty-free, nontransferable, nonexclusive license to use such embedded software and tools (if any) solely in connection with Client's internal use and exploitation of the Specific Client Owned Deliverables and only so long as such software and tools (if any) remain embedded in the Specific Client Owned Deliverables and are not separated therefrom. Company will own all intellectual property rights in or related to the Specific Client Owned Deliverables other than the copyright ownership rights granted to Client pursuant to this Section 4.1(c).

4.2 **Client Information.** Company recognizes and agrees that, except as specified in Section 4.1, it has no claim of ownership to any data, materials or information submitted by Client to Company or the Services ("Client Information"), which Client Information is being provided to Company solely for the purposes of enabling Company to render the Services, and that title and all ownership rights in and to such Client Information shall at all times remain with Client. Client shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use all Client Information.

4.3 **Confidentiality.**

(a) **Confidential Information.** This Section 4.3 shall apply to all confidential and proprietary information disclosed by either party ("Disclosing Party") to the other party ("Receiving Party"), including all Client Information, Materials of Company, and information related to the Disclosing Party's technology, software, know-how, products, potential products, services, potential services, financial information, employees, customers, markets and/or business information (collectively, "Confidential Information"). The terms and conditions of this Agreement and all Work Orders shall be treated by Client as the Confidential Information of Company. Confidential Information shall not include any information which (i) was known to the Receiving Party prior to being disclosed by the Disclosing Party, (ii) becomes publicly known through no wrongful act of the Receiving Party, (iii) is approved for release by written authorization of the Disclosing Party, (iv) is received from a third party not in breach of any separate confidentiality obligation known to the Receiving Party, or (v) is independently developed without reference to the Disclosing Party's Confidential Information.

(b) **Scope of Obligation.** The Receiving Party agrees to use the Confidential Information of the Disclosing Party only as provided for in this Agreement. Each party agrees to hold the other party's Confidential Information in strict confidence and not to disclose such Confidential Information to any third parties. Notwithstanding the foregoing, each party may disclose the other party's Confidential Information only to those employees, agents, representatives and/or consultants who require such information only in connection with this Agreement or as required by the Georgia Open Records Act, O.C.G.A 50-18-70. Each party agrees to instruct all such employees, agents, representatives and consultants regarding the foregoing obligations and ensure that such employees, agents, representatives and consultants are bound by obligations of confidentiality to the Receiving Party that are at least as restrictive as those contained herein. Each party agrees that it will take all reasonable measures to protect the confidentiality of, and avoid the unauthorized disclosure or use of, the other party's Confidential Information in order to prevent it from being made public or in the possession of persons other than those persons authorized hereunder to have any such Confidential Information, which measures shall include at least the same degree of care that the Receiving Party utilizes to protect its own confidential information of a similar nature but in any event shall include commercially reasonable precautions designed to protect the Disclosing Party's Confidential Information from unauthorized disclosure and/or use.

(c) **Limited Disclosure Right.** Confidential Information may be disclosed to the extent required by court order or as otherwise required by law, provided that the Receiving Party, to the extent legally permissible, notifies the Disclosing Party promptly upon learning of the possibility of any such requirement and, to the extent legally permissible, has given the Disclosing Party a reasonable opportunity to contest or limit the scope of such required disclosure.

(d) **Return of Confidential Information**. Promptly upon termination of this Agreement, or at any other time upon the request by a party, the other party shall (i) return to the Disclosing Party or, at the Disclosing Party's request, destroy all Confidential Information of such Disclosing Party, whether in paper or electronic form, provided, however that the foregoing shall not apply to Confidential Information that is stored in the Receiving Party's electronic archives, which Confidential Information will be destroyed in the ordinary course of the Receiving Party's business in accordance with its document destruction policies; and (ii) certify to the Disclosing Party in writing that it has complied with the provisions of this Section 4.3.

5. Limited Warranty and Disclaimers.

5.1 **Limited Warranty.** Company warrants to Client that the Services, as and when delivered or rendered hereunder, will substantially conform to the description of services or specifications set forth in the applicable Work Order. Company's sole liability under the foregoing warranty shall be to provide the services described in Section 5.3 hereof.

5.2 **DISCLAIMER OF WARRANTIES. THE WARRANTY SET FORTH IN SECTION 5.1 STATES COMPANY'S SOLE AND EXCLUSIVE WARRANTY TO CLIENT CONCERNING THE SERVICES HEREUNDER. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5.1, THE SERVICES ARE PROVIDED STRICTLY "AS IS" AND COMPANY MAKES NO ADDITIONAL WARRANTIES, EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO THE SERVICES OR ANY MATTER WHATSOEVER. IN PARTICULAR, ANY AND ALL WARRANTIES OF MERCHANTIBILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT ARE EXPRESSLY EXCLUDED. COMPANY DOES NOT WARRANT, AND SPECIFICALLY DISCLAIMS THAT THE SERVICES BEING PROVIDED WILL RESULT IN COST SAVINGS, PROFIT IMPROVEMENT, OR THAT THE SERVICES WILL BE ERROR-FREE. THIS IS A LIMITED WARRANTY AND IS THE ONLY WARRANTY MADE BY COMPANY.**

5.3 **Notice Obligation; Remedy.** Client shall notify Company in writing within thirty (30) days after completion of the Services in question when any of the Services fail to substantially conform to the description of services or specifications set forth in the applicable Work Order. Such notification shall include the detailed information necessary for Company to verify such nonconformity. Upon actual receipt of such notification and verification of the nonconformity, Company shall correct the nonconformity so that the Services shall substantially conform with the agreed description of services or specifications in the applicable Work Order. Client agrees to pay Company for all personnel time and expenses incurred in investigating reported nonconformities when the alleged nonconformities are not discovered. The passage of the thirty (30) day period after completion of the Services in question without the notification described herein shall constitute final acceptance of the Services.

6. Limitation of Liability.

6.1 TO THE EXTENT PERMITTED BY GEORGIA LAW, **COMPANY'S LIABILITY ON ANY CLAIM, LOSS OR LIABILITY ARISING OUT OF, OR CONNECTED WITH THIS AGREEMENT, THE SERVICES OR USE OF THE PRODUCT OF ANY SERVICES FURNISHED HEREUNDER, SHALL IN ALL CASES BE LIMITED SOLELY TO CORRECTION OF NONCONFORMITIES WHICH DO NOT SUBSTANTIALLY CONFORM WITH THE AGREED DESCRIPTION OF SERVICES IN A WORK ORDER, OR SPECIFICATIONS IDENTIFIED IN A WORK ORDER.**

6.2 TO THE EXTENT PERMITTED BY GEORGIA LAW, **IF FOR ANY REASON COMPANY IS UNABLE OR FAILS TO CORRECT NONCONFORMITIES AS PROVIDED, COMPANY'S LIABILITY FOR DAMAGES ARISING OUT OF ANY WORK ORDER FOR SUCH FAILURE, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), LAW, EQUITY OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS PAID BY CLIENT FOR THAT**

PORTION OF THE SERVICES WHICH FAIL TO CONFORM. TO THE EXTENT PERMITTED BY GEORGIA LAW, **IN NO EVENT SHALL COMPANY BE LIABLE UNDER THIS AGREEMENT OR ANY WORK ORDER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CLIENT TO COMPANY IN THE NINETY DAY (90) PERIOD PRECEDING ANY FAILURE OR BREACH BY COMPANY OR CLAIM BY CLIENT.**

6.3 TO THE EXTENT PERMITTED BY GEORGIA LAW, **UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO CLIENT FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OR CORRUPTION OF DATA, OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), LAW, EQUITY OR OTHEWISE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM OR DAMAGES ASSERTED BY ANY THIRD PARTY.**

6.4 CLIENT ACKNOWLEDGES THAT COMPANY HAS SET ITS FEES, AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE FOREGOING LIMITATION OF LIABILITY IS INDEPENDENT OF ANY EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY SET FORTH IN THIS AGREEMENT.

6.5 THE PROVISIONS OF SECTIONS 5, 6 AND 7 ARE CLIENT'S EXCLUSIVE REMEDIES RELATED TO THE SERVICES, ANY FAILURE BY COMPANY TO CORRECT NONCONFORMITIES IN THE SERVICES, OR FOR BREACH BY COMPANY OF THIS AGREEMENT OR A WORK ORDER AND SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF SUCH REMEDIES.

6.6 Client is responsible for adopting reasonable measures to limit Client's exposure with respect to such potential losses and damages, including (without limitation) examination and confirmation of results of the Services prior to use thereof, provision for identification and correction of errors and omissions, and preparation and storage of backup or duplicate data. Client is also responsible for complying with all local, state, and federal laws pertaining to the use and disclosure of any Client Information.

7. Indemnity.

7.1 **Infringement Claims.**

(a) **General.** Subject to Section 6 of this Agreement, the limitations set forth below in this Section 7.1 and the procedures set forth below in Section 7.3, and to the extent permitted by Georgia Law, Company and Client (each an "indemnifying party") each agrees to defend the other party (each an "indemnified party") against any action to the extent that such action is based upon a claim that the Confidential Information (other than third party software) provided by the indemnitor, or any part thereof, (i) infringes a copyright perfected under United States statute, or (ii) constitutes an unlawful disclosure, use or misappropriation of another party's trade secret. To the extent permitted by Georgia Law, the indemnitor will bear the expense of such defense and pay any liabilities, costs and expenses, including reasonable attorneys' fees and expenses (collectively "Losses") that are attributable to such claim finally awarded by a court of competent jurisdiction.

(b) **Exclusions.** Neither Company nor Client will be liable to the other for claims of indirect or contributory infringement. The indemnitor will have no liability to the indemnitee hereunder if (i) the claim of infringement is based upon the use of Confidential Information provided by the indemnitor hereunder in connection or in combination with equipment, devices or software not supplied by the indemnitor or used in a manner for which the Confidential Information was not designed, (ii) the indemnitee modifies any Confidential Information provided by the indemnitor hereunder and such infringement would not have occurred but for such modification, or (iii) the claim of infringement arises out of the indemnitor's compliance with specifications or requirements provided by the indemnitee and such infringement would not have occurred but for such compliance.

(c) **Additional Remedy.** To the extent permitted by Georgia Law, if Confidential Information becomes the subject of an infringement claim under this Section 7.1, or in the indemnitor's opinion is likely to become the subject of such a claim, then, in addition to defending the claim and paying any damages and attorneys' fees as required above in this Section 7.1, the indemnitor may, at its option and in its sole discretion, (A) replace or modify the Confidential Information to make it noninfringing or cure any claimed misuse of another's trade secret or (B) procure for the indemnitee the right to continue using the Confidential Information pursuant to this Agreement. Any costs associated with implementing either of the above alternatives will be borne by the indemnitor but will be subject to Section 6 of this Agreement. If neither alternative is pursued by, or (if pursued) available to, the indemnitor, (x) the indemnitee will return such Confidential Information to the indemnitor and (y) if requested by the indemnitee in good faith, the parties will negotiate, but subject to Section 6 of this Agreement, to reach a written agreement on what, if any, monetary damages (in addition to the indemnitor's obligation to defend the claim and pay any damages and attorneys' fees as required above in this Section 7.1) are reasonably owed by the indemnitor to the indemnitee as a result of the indemnitee no longer having use of such Confidential Information. The payment of any such monetary damages will be the indemnitee's sole and exclusive remedy for the inability of the indemnitor to implement either of the above alternatives.

7.2 **Third Party Indemnification of Company.** Without limiting Company's liability to Client under this Agreement, each of the parties acknowledge that Company would not enter into this Agreement, and by Company entering into and performing its obligations under this Agreement, Company will not assume and should not be exposed to the business and operational risks associated with Client's business, and Client therefore agrees, subject to Section 7.3 below and to the extent permitted by Georgia law, to indemnify and defend Company and hold Company harmless from any and all third party Losses arising out of the conduct of Client's business, including the use by Client of the Services.

7.3 Procedures. The indemnification obligations set forth in this Section 7 will not apply unless the party claiming indemnification: (a) notifies the other promptly in writing of any matters in respect of which the indemnity may apply and of which the notifying party has knowledge, in order to allow the indemnitor the opportunity to investigate and defend the matter; provided, however, that the failure to so notify will only relieve the indemnitor of its obligations under this Section 7 if and to the extent that the indemnitor is prejudiced thereby; and (b) gives the other party full opportunity to control the response thereto and the defense thereof, including any agreement relating to the settlement thereof; provided, however, that the indemnitee will have the right to participate in any legal proceeding to contest and defend a claim for indemnification involving a third party and to be represented by legal counsel of its choosing, all at the indemnitee's cost and expense. However, if the indemnitor fails to promptly assume the defense of the claim, the party entitled to indemnification may assume the defense at the indemnitor's cost and expense. The indemnitor will not be responsible for any settlement or compromise made without its consent, unless the indemnitee has tendered notice and the indemnitor has then refused to assume and defend the claim and it is later determined that the indemnitor was liable to assume and defend the claim. The indemnitee agrees to cooperate in good faith with the indemnitor at the request and expense of the indemnitor.

8. General Provisions.

8.1 **Non-Hire Provision.** Each party to this Agreement agrees that it will not hire, employ or contract with, or solicit to hire, employ or contract with, any person who is, or within the immediately preceding one year was, an employee or subcontractor of the other party to this Agreement for any purposes during the term of this Agreement, or for a period of one year after this Agreement terminates.

8.2 **Conflict.** Any purchase order or other document issued by Client is for administrative convenience only. In the event of any conflict between this Agreement and any purchase order, this Agreement shall prevail.

8.3 **Survival.** In the event of any expiration or termination of this Agreement, Sections 2, 3, 4, 5, 6, 7, and 8 of this Agreement shall survive and shall continue to bind the parties.

8.4 **Governing Law.** This Agreement shall be governed in all respects by the laws of the United States of America and the State of Georgia without regard to conflicts of law principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

8.5 **Forum.** All disputes arising under this Agreement shall be brought in the state or federal courts located in Georgia, as permitted by law. The state and federal courts located in Georgia shall each have non-exclusive jurisdiction over disputes under this Agreement. Client consents to the personal jurisdiction of the above courts.

8.6 **Injunctive Relief.** It is understood and agreed that, notwithstanding any other provisions of this Agreement, breach of the provisions of this Agreement by Client will cause Company irreparable damage for which recovery of money damages would be inadequate, and that Company shall therefore be entitled to obtain timely injunctive relief to protect Company's rights under this Agreement in addition to any and all remedies available at law.

8.7 **Notices.** All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery or five (5) days after deposit in the mail. Notices shall be sent to the parties at the addresses described on the first page of this Agreement or such other address as either party may designate for itself in writing. All notices to Company must be to its President to be effective.

8.8 **No Agency.** Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.

8.9 **Force Majeure.** Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause which is beyond the reasonable control of such party.

8.10 **Waiver.** The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

8.11 **Severability.** In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

8.12 **Nondisclosure.** Client promises not to disclose the terms and conditions of this Agreement to any third party without the prior written consent of Company.

8.13 **Headings.** The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or extent of such section or in any way affect this Agreement.

8.14 **Assignment.** Neither this Agreement nor any rights or obligations of Client hereunder may be assigned, sold, or otherwise transferred by Client in whole or in part (including by merger, reorganization, consolidation, sale of all or any portion of the assets of Client or change in control of Client) without the prior written approval of Company. For the purposes of this Section 8.14 ("Assignment"), a change in control means a change in the persons or entities who control fifty percent (50%) or more of the equity securities or voting interest of Client as of the date of this Agreement.

8.15 **Right to Engage in Other Activities.** Client acknowledges and agrees that Company may provide information technology services for third parties at any Company facility that Company may utilize from time to time for performing the Services. Nothing in this Agreement will impair Company' right to acquire, license, market, distribute, develop for itself or others or have others develop for Company similar technology performing the same or similar functions as the technology and Services contemplated by this Agreement.

8.16 **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

8.17 **Entire Agreement.** This Agreement together with any Work Orders attached hereto completely and exclusively states the agreement of the parties regarding its subject matter. It supersedes, and its terms govern, all prior proposals, agreements, or other communications between the parties, oral or written, regarding such subject matter. This Agreement shall not be modified except by a subsequently dated written amendment signed on behalf of Company and Client by their duly authorized representatives.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first above written.

COMPANY:

VC3, Inc.

By:____

Name: ______________________________________

Title: _______________________________________

CLIENT:

____

By:____

Name: ______________________________________

Title: _______________________________________

Exhibit A
Hourly Rates

Service Area	Hourly Bill Rate	Description of Service Area
Consulting & Project Management	$150.00	Consulting (Design, Architecture, Planning); Technology Assessments; Security Audits. Project Management. CIO Consulting Services including product evaluations and application/infrastructure planning services.
Application Development	$140.00	Application Software development and Systems Programming (System Level Scripting/Automation). Includes SharePoint design services.
Web Design Services	$140.00	Web site design and implementation services.
Infrastructure Deployment Services	$130.00	Installation and Setup of the following: Networks, Electronic Messaging Systems, Servers, SANs, VMWare, Citrix and Network Domains.
Infrastructure Maintenance Services	$130.00	Maintenance Services for the following: Networks, Electronic Messaging Systems, Servers, SANs, VMWare, Domains, Microsoft Server and Desktop support.
Travel Time	$90.00	Travel time to and from the Customer. This rate includes the mileage expense at the current IRS approved mileage rate.
After Hours Support Services	$160.00	All reactive support services provided to Customer outside of the hours of 8am to 5pm Monday through Friday and all services provided on National Holidays

Note: Rates will automatically increase on an annual basis equivalent to the CPI change for All Urban Consumers. Annual rate increases will become effective on the first of the month following the release of data for the prior calendar year.