City Council of Peachtree City
Agenda
November 6, 2008
7:00 p.m.

I. Call to Order

II. Pledge of Allegiance

III. Announcements, Awards, Special Recognition
Remind Attendees to Turn Off Cell Phones
Proclamation for National Prematurity Awareness Day
Proclamation for "Find It in Fayette" for the Holidays Month
Presentation of Certificate of Achievement to Financial Services for Excellence in Financial Reporting FY2007-2008

IV. Public Comment

V. Agenda Changes

VI. Minutes
October 16, 2008, Regular Meeting Minutes

VII. Monthly Reports

VIII. Consent Agenda
1. Alcohol License – Change in License Representative – Line Creek Liquor
2. Consider Bid – Janitorial Services
3. Consider Bid – Wrecker Service
4. Consider Qualifying Location Permit Application – Tennis Center Restaurant Space
5. Consider Appointment to WASA – Mike Harman

IX. Old Agenda Items
06-08-08 Public Hearing – Consider Amendments, Specific Permitted Uses in Multiple Zoning Districts
- *Sec. 1006 GC, General commercial district*
- *Sec. 1006A LUC, Limited use commercial*
- *Sec. 1009 OS, Open space and conservation district*

X. New Agenda Items
11-08-01 Public Hearing – Reaffirm Multi-family Moratorium
11-08-02 Public Hearing – Consider Annexation Request, Hardy/Kidd/Whitlock/Wilksgrove Tracts
11-08-03 Public Hearing – Consider Rezoning, GI to LUR, 89.146 acres, Wilksmoor Village
11-08-04 Consider Residential Waste/Recycling Contract
11-08-05 Consider Proposal – Design Services, Lake Peachtree Path Bridge
11-08-06 Consider Ordinance Amendment – Lodging Tax

XI. Council/Staff Topics

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
Minutes of Meeting
October 16, 2008
7:00 p.m.

The City Council of Peachtree City met Thursday, October 16, 2008, in the City Hall Council Chambers. Mayor Logsdon called the meeting to order at 7:00 p.m. Other Council Members present: Steve Boone, Don Haddix, Cyndi Plunkett, and Doug Sturbaum.

Announcements, Awards, Special Recognition

Mayor Logsdon recognized Fire Captain Tom Hughey for 30 years of service to the City. Hughey was the first City employee to reach the 30-year mark. Betty Harrah, president of the Thomas Wingfield chapter of the Colonial Dames 17th Century, accepted the Colonial Heritage Month proclamation from Mayor Logsdon. Logsdon announced that Sany America had given the Recreation Department $2,000 to help with expenses for the City's 50th Anniversary celebration in 2009.

Public Comment

Daniel Gray, the youth minister at Atlanta City Church, noted that staff had turned down the church's request to use a searchlight on October 31 based on the City's lighting ordinance. He asked Council to consider making an exception for the church's activities on Halloween night since they would be providing an alternative for youth.

Al Yougel, director of Keep Peachtree City Beautiful, introduced a new program for placing temporary recycling bins for cans and bottles at events in the City. Yougel said that two-thirds of beverage containers were emptied at home, and he asked what happened to the other one-third. Individual participation was the key. The program would start at the Peachtree City Classic on October 18.

Agenda Changes

There were none.

Minutes

Boone moved to approve the September 4, 2008, regular meeting minutes; September 18, 2008, regular meeting minutes; and the October 7, 2008, special called meeting minutes as written. Sturbaum seconded. The motion carried unanimously.

Monthly Reports

There were no comments.

Consent Agenda

1. **Consider Amendment to Fire Sprinkler Ordinance**
2. **Consider Appointments to PCTA – Eva Durham, Veronica Ross (Alternate)**
3. **Consider Appointments to Planning Commission – Larry Sussberg, Joe Frazar, Lynda Wojcik (Alternate)**
4. **Consider Appointments to DAPC – Tom Hamall, Greg Durham (Alternate)**
5. **Consider Acceptance of Sany America Donation to City's 50th Anniversary Celebration**

6. **Request to Surplus Goods Purged by Superior Court Judge**
7. **Consider Stormwater Drainage Easement**
8. **Consider Budget Amendments – FY 2009**

Haddix moved to approve Consent Agenda items 1–8. Boone seconded. Plunkett referred to Consent Agenda #6 and directed that any goods determined to have significant value be placed on govdeals.com. The motion carried unanimously.

<u>Old Agenda Items</u>
There were no items.

<u>New Agenda Items</u>
10-08-01 Citizen Request to Address Council – Rules for LSMVs
Glen Allen addressed Council regarding allowing low speed motor vehicles (LSMVs) to cross state highways. Allen noted that he had purchased his LSMV six months ago, and it was licensed for use on streets with 35 miles per hour or less speed limits. He read a copy of his letter to Council dated September 22, noting that LSMVs were only allowed to cross GA 54, GA 74, Peachtree Parkway, and Crosstown Drive at designated crossings. (A copy of the letter is included in the official meeting file.) Allen said it was unreasonable and illogical that the LSMVs were not able to cross GA 54, GA 74, Peachtree Parkway, and Crosstown Drive at intersections with streets on which the LSMVs were allowed to travel. The routes to get to the authorized crossings were often extended and circuitous.

Allen continued that he had spoken recently with Major Mike Dupree at the Police Department, who told Allen that he was waiting on word from the state regarding LSMVs crossing the state highways at intersections. There was also some mystery regarding where the authorized cart crossings were located. He noted that the speed limit on Dividend Drive was 40 miles per hour, but there were a lot of golf carts using Dividend Drive. The rules needed work and were more restrictive than they should be.

Plunkett asked if the issue should be looked at by the state. City Manager Bernard McMullen said staff had started looking at the issue of carts crossing the state highways a few months ago. A lot more people were using their golf carts and LSMVs due to gas prices. They were no longer recreational vehicles. Another meeting was scheduled on October 17. Logsdon told Allen that the City was working on the issue and would get back to him with a resolution.

10-08-02 Consider Modification to City FY 2009 Budget
Leisure Services Director Randy Gaddo told Council that Team Fred was ready to manage the Amphitheater. He gave an overview of what had happened since the September 2, 2008, workshop. (A copy of the PowerPoint presentation is included in the official meeting file.) He continued that staff had reviewed the Amphitheater budget, staffing, and operations, and had discussed details with the Amphitheater staff. Many applications were received for the manager position, and seven candidates were interviewed. One had been chosen for recommendation.

Gaddo continued that the proposed funding plan was based on 10 one-night shows or two series of five shows each, which could vary depending on the manager's input. Gaddo said that more community-based events were being considered. The staffing level included a manager, box office supervisor, a part-time maintenance person, and other part-time assistants as needed, which included ushers and ticket sales. Gaddo noted that the staff requirements could change in time based on the level of facility use and manager review. The amphitheater manager would be on the same hierarchy level in Leisure Services as the recreation facilities manager, the recreation program manager, and the Kedron manager, all supervised by the Recreation Administrator and Leisure Services Director.

Gaddo said that, to provide stability in a key area, staff recommended brand-naming the sound and lighting contracts to The Show Business on a one-year basis. He added that the intent was to maintain Ticketmaster for ticket sales, but the contract would be renegotiated to provide more local control. There would be a discussion with the new manager prior to a final decision.

November 1 was the target transition turnover date. After this meeting, the team would meet with the sponsors and talk with ticket holders and the public. The past surveys would be reviewed. There would be discussions on how to handle one-night versus two-night shows and how to accommodate season ticket holders, sponsors, and general admission tickets. The Ticketmaster contract would be renegotiated. Shows would be booked. The current concessions contract would be reviewed for renewal, and a formal public information plan would be put into action. Gaddo said everyone would know what was being done and why, public input would be sought, and they would speak to groups and the media.

Gaddo asked Council to consider the resolution for the FY 2009 budget amendment, which would establish an enterprise fund for the Amphitheater. The total estimated revenue was $968,916, and the total projected expense was $869,336.

Logsdon asked Financial Services Director Paul Salvatore what the modification to the budget would do. Salvatore said the budget amendment established the enterprise fund. Approval would allow the City to move forward with any expenses to be able to hire employees, which could not be done without budgetary authorization. Plunkett asked Salvatore to explain what an enterprise fund was. Salvatore said enterprise funds operated more as a business activity. Most utilities were set up as enterprise funds. Plunkett noted that money to pay for acts and employees would go out before money started coming in. Salvatore explained that the baseline budget was based on what the Peachtree City Tourism Association (PCTA) budgeted for 10 one-night shows. The budget included the sponsorships. The budget was very flexible, and Salvatore said he expected to work with the new manager and the Recreation staff to mold it into what they envisioned. It was possible they would have to come back with another amendment.

Plunkett moved to adopt the modification to the City's FY 2009 budget. Sturbaum seconded. The motion carried unanimously.

10-08-03 Consider Modifications to PCTA Lease and Hotel/Motel Tax Agreements
McMullen said the lease and the hotel/motel tax agreement between the City and the PCTA needed to be modified to take out the management responsibility for the Amphitheater.

Plunkett moved to approve the modifications to the PCTA lease and the hotel/motel tax agreement. Boone seconded. The motion carried unanimously.

10-08-04 Consider Acceptance of Amphitheater Manager Contract

Logsdon noted there was a copy of the contract on the dais. Gaddo asked Council to authorize the City Manager to accept and sign the contract with Nancy Price as the amphitheater manager for a one-year term, renewable annually on January 1, contingent upon agreement between the City and the contract employee. A three-person panel compared the applicants in several areas, including direct experience with the position requirements, familiarity with the audience demographics, their general approach to the tasks at hand, familiarity with the venue, their perspective on the subject of the venue as a revenue center versus an amenity, and enthusiasm for the job. Gaddo said all the candidates had credible strengths, but Price stood out as the most qualified across the board.

Haddix moved to accept the amphitheater manager contract with Nancy Price for a term of one year, renewable annually on January 1, contingent upon agreement between the City and the contract employee. Boone seconded.

Sturbaum asked Price if the terms of the contract were acceptable to her. Price said they were.

The motion carried unanimously. Price thanked Council and said she looked forward to bringing the fun back to The Fred.

10-08-05 Consider Update to CAR 8-2, Travel Expenses

Salvatore noted there were additional documents on the dais.

Plunkett moved to approve the modifications to CAR 8-2, Travel Expenses. Sturbaum seconded. The motion carried unanimously.

10-08-06 Consider Update to CAR 7-3, Credit Card Policy

Salvatore said CAR 7-3 was actually a new policy. The City had started using credit cards for certain things that could only be purchased online. The systems administrator had been ordering software online and using his personal credit card, so the decision was made to get a credit card. Credit cards were also useful for making travel arrangements and for purchases that could not be planned for. Credit cards were not a replacement for the normal procedures and were not a purchasing card system. They allowed more flexibility for City staff to make purchases. The policy would provide guidelines for the use of the cards.

Sturbaum moved to approve CAR 7-3, Credit Card Policy. Haddix seconded.

Plunkett said the City should keep in mind the trouble the County had with credit cards to ensure the City did not have any problems. Salvatore said employees would be limited to one to two transactions per month other than routine travel.

The motion carried unanimously.

10-08-07 Consider Reclassification of Training Lieutenant

Fire Chief Ed Eisworth requested Council approve the reclassification of the training lieutenant to assistant fire chief of training and special operations. The reasons included the growth of the department in both part-time and full-time positions, the number of classes that were going on, and the supervision of financial input and the four special operations team. He noted that Capt. Hughey, who was honored earlier in the meeting for 30 years of service, had taken over the Emergency Operations Center and kept the plan updated. The officer in the new position would take over that responsibility. The effective date would be November 1.

Logsdon noted that the budget impact was approximately $5,700. Eiswerth said the increase would be covered by the retirement.

Boone moved to approve the reclassification of the fire training lieutenant position to assistant fire chief of training and special operations. Sturbaum seconded. The motion carried unanimously.

10-08-08 Request from Civic Association to Address Council Regarding Buffer Standards

Walter Gammell, president of the Peachtree City Civic Association read the following position paper regarding buffer standards and the site plan modifications to the new commercial development on GA 74 South:

Position: Due to the recent development to require additional utility easement acreage, that subsequently negates the 60 acre tree save buffer that was mandated in the rezoning and planning of Wilshire Village, PTCCA requests that steps be taken to prevent future loss of such buffer, and a system of checks and balances put into place to handle site plan modifications, whether requested or mandated by outside jurisdictions.

Background Research: The following excerpts are taken directly from PTC Article VII "General Development Standard and Design Guidelines," adopted May 18, 2006, to support this necessary action. Clearly from the excerpt outlined below the intent for follow up on site plan modification is indicated, specifically tree-save/landscape buffer modification.

Sec 723 Arterial Highways, "Nonresidential buffers. A continuous 60-foot-wide tree-save/landscape buffer shall be established for any nonresidential development adjacent to an arterial highway.
(c) Special conditions and exceptions.
(1) The required tree-save/landscape buffer for any nonresidential property may be reduced as follows, subject to the approval of the city landscape architect and the planning commission:"

The following excerpt indicates that if a change comes along that is beyond the owner's control (i.e. utility easement changes) that these changes be the responsibility of the property owner and not the city, unless previously arranged. It also indicates that ANY modification to ANY element of the site plan requires review and approval by the planning commission.

Sec 734 "Changes beyond the owner's control shall be restored by the owner, unless otherwise provided. Any modifications to any element of the site plan, building design or lighting initially approved by the planning commission will require subsequent review and approval by the planning commission."

Recommendation: Unfortunately, due to either time constraint, or for the nature of expediency, changes to site plans do not always come before planning commission before they are enacted or decided upon. In the case of Wilshire Village, the utility easement widening to eliminate the 60 ft of tree save is a huge change to the original plan. It will no doubt impact the feel and intent of the entire development. Yet it was never before brought before planning commission to determine the best course of action. Now the trees are gone, and we are being asked to make the most out of what otherwise could have been a preventable situation.

In order to prevent future developments from deviating from the site plan in such a drastic manner without the approval of either the planning commission or city council we recommend the following amendments to our Design Standards for Retail, Commercial and Industrial Building Design:

1. Deviations from the site plan with respect to location of water retention, utilities, utility easements, or GDOT easements must be approved by planning commission and city council.
2. Deviations from any site plan with respect to location of roadways, access roads, and/or traffic circles within the development must be approved by planning commission and city council.
3. Deviations with respect to removal of large trees within a tree-save buffer and within the development itself must be approved by planning commission and city council.
4. Any buffer changes at all must be approved by both planning commission and city council.
5. Significant changes to architectural renderings must be approved by both planning commission and city council.
6. Changes in size and quantity of buildings, as well as their locations on the site plan must be approved by both planning commission and city council.
7. Deviations with respect to low lying shrubs, small trees, or other small plantings must be approved by planning commission.
8. Color scheme variations must be approved by planning commission.
9. Any changes made to the site plan without proper approval as outlined above will result in a stop work action and fines assessed in an amount to be determined by the city on a case by case basis.

All developers should be made aware of these additional requirements prior to submitting a final site plan.

PTCCA believes that adherence to these amendments will protect future developments from becoming anything other than what was planned. It will also encourage developers to plan carefully, and not deviate from any approved plan unless absolutely necessary. It should also keep the city involved in the development progress, to prevent unforeseen mistakes and last minute changes that could affect the overall quality of the development.

Summary: The PTCCA asks that the planning commission and city council take immediate action to incorporate a system of checks and balances in our design standards to ensure that site plans are carried out according to the conditions of their approval. Any changes either requested or mandated are the responsibility of the developer to bring to the attention of planning commission and/or council before progress continues on the project. Peachtree City needs to protect itself for future development and redevelopment, in the event that approved site plans need to be modified. If we work together to make these changes, PTCCA feels strongly that each development will be successfully planned, carried out, and completed to the high standard that is Peachtree City.

Plunkett said that she, Haddix, and Sturbaum had been asking the same questions. She asked the Council Members if they agreed to have the City Attorney look at what could be done to the ordinances and put the issue on a future agenda. Boone said that it was a good idea. Plunkett said she did not want the same thing to happen again if it could be avoided. Logsdon noted that the City Planner would be going over some of the topics later in the meeting.

Lori Farmer of the Wilshire Estates Homeowners Association (HOA) said it had taken one and one-half years of building relationships and trying to come to a win-win agreement for the development on the property. It had been upsetting to see what had happened to the buffer and the ordinance in the newspaper. The ordinance had required a 60-foot buffer. She would like to stop any further development in the area until there was a plan. At the Planning Commission meeting, she had asked if the zoning was still valid and whether the development could be pushed further toward the back of the parcel, and she had not gotten an answer. They were willing to compromise on some level, but they still wanted a six-foot berm with landscaping. She asked Council to keep in mind that whatever was done would set a precedent. Keeping the City beautiful meant keeping the greenery and blocking the view of developments from the roads.

Phyllis Aguayo asked if there would be an opportunity for the residents to speak about the issue. Logsdon said there probably would be as the City worked on the issue.

10-08-09 Consider Position Reclassification

Logsdon noted there was an additional document on the dais – a memo to Mayor and Council from the Police Chief dated October 15, 2008, with the subject, "Consider Position Reclassification." Police Chief H.C. "Skip" Clark explained that the department currently had an Administrative Assistant and two Staff Assistants; however, the duties of the Administrative Assistant had changed and no longer corresponded to the Administrative Assistant classification. He asked Council to reclassify the position back to Staff Assistant. Clark noted that the change was not a reflection of how the employee was doing the job.

Plunkett said she had a problem with lowering someone's pay, even though it was not a significant amount. Clark said he had the same problem, but one of the reasons the reclassification was requested now was that because the merit raise and the cost of living allowance would help to make up for the decrease in pay. McMullen added that the reclassification would take effect when the employee received her annual evaluation.

Boone moved to approve the position reclassification from administrative assistant to staff assistant. Haddix seconded. The motion carried unanimously.

<u>Council/Staff Topics</u>

Update on Buffers for Wilshire Commercial Area

City Planner David Rast provided a chronology of events (a copy of the PowerPoint presentation is included in the official meeting file) involving the commercial project and the buffers. In February 2006, the City received a copy of the conceptual road widening plans, which did not show any utilities, from the Georgia Department of Transportation (GDOT). Rast noted that a tree survey had been part of Columbia Properties' rezoning application. The date on the survey had been November 19, 2006, and it had identified the existing boundaries of the tract and the existing 20-foot water line easement that was located just behind the right-of-way line. The City also received the conceptual layout of the proposed retail component, and the City had stipulated that any development on the site had to incorporate the new proposed right-of-way for GA 74 and any buffers or setbacks had to be measured from the proposed right-of-way. Columbia's plan was based on those requirements, but the utility easements were not shown on the plat approved as part of the rezoning. On November 7, 2007, the City received two sets of preliminary road construction plans from GDOT. One set, prepared by Mulkey Engineers and Associates (GDOT's lead designer), identified a 20-foot "easement for construction and maintenance of slopes and Fayette County water." The other set, prepared by the TBE Group, included the same 20-foot easement as, well as an additional 25-foot easement designated as "proposed GPC Transmission."

Rast continued that Columbia and Dominion Partners had hired Eberly Brothers to prepare the engineering plans for the commercial development and the Somerby development. Those plans took the future right-of-way into account, as well as the 20-foot water line easement and a construction and slope maintenance easement required by GDOT to build the road. The conceptual site plan for the development was approved February 11, 2008. On April 28, the Planning Commission approved the first site plan for an outparcel – the Walgreen's located at the intersection of GA 74 and the realigned Rockaway Road. On June 6, GDOT acquired the deed to the 20-foot easement for construction and maintenance of slopes and the water line. On July 17, staff met with representatives from Walgreen's who informed staff that Georgia Power was negotiating an easement with Columbia Properties. Following that meeting, staff requested guidance from the City Manager, who scheduled a meeting with staff and representatives from Georgia Power and Columbia Properties. The City Manager, City Planner, Steve Hart of Georgia Power, and Andy Campbell of Columbia Properties met to discuss proposed easement and impact on proposed development/ tree save and landscape buffer on August 4.

On August 19, Rast said the City received drawings from Georgia Power identifying the proposed transmission line easement along GA 74 South. The drawings were dated March 27, 2008. The Planning Commission approved the conceptual site plans for Delta Community Credit Union, AutoZone, and Discovery Point Child Development Center on October 13. Staff was setting up another meeting with the representatives for the week of October 20.

Rast showed a slide that had an overlay of the August 19 Georgia Power drawings on an aerial photograph of the GA 74 South corridor to provide a better understanding of how the additional easement would affect the area. It would impact more than the Wilshire Village development, Rast pointed out. He added that staff and Columbia Properties had come up with a plan of what they would like the easement to look like. The plan still needed work, and staff would work with Columbia's landscape architect to refine the plan, then take the plan back to the Planning

Commission for approval. Rast noted that, even without the transmission line easement, there would not be much vegetation remaining in the 60-foot treesave and landscape buffer.

Rast reported that the primary reason the City lost so much buffer on the first phase of the highway widening was that GDOT would not allow utilities to relocate within their right-of-way on new construction. All the power lines had to be located just outside of the GDOT right-of-way, which required an additional 15-20-foot clearing. The same held true for the Fayette County water line, which was currently within the GDOT right-of-way. The road construction would be primarily along the Wilshire Village side of GA 74, so the water line easement would have to move further into the property. Georgia Power could not locate its transmission lines within the water line easement, which created a domino effect with the utilities and encroached into the buffer the City had required for the Wilshire Village development. Rast briefly went over the various plans submitted by Columbia Properties and GDOT, showing the easements and buffers.

Sturbaum noted this was a sensitive issue for a lot of people, and a lot of work and time had gone into the plan. He asked if the zoning was still valid if the buffer requirements were not met. Plunkett asked, if the zoning was still valid, if there was anything the City had in its deck of cards to get the 60-foot buffers back.

McMullen said he and Rast began meeting with Georgia Power in August. The landowners had not finalized the easements with Georgia Power, and they were trying to schedule another meeting to see if there were other options for placement of the transmission line. They met with the City Attorney and some Planning Commissioners during the last week to look at other options for the transmission line location.

Boone said Georgia Power had to know about this situation a long time ago. It was unconscionable that the utility did not notify the City. Haddix agreed. It seemed to Haddix that the whole plan should be nullified since it did not fit the site anymore. Meeker said that the zoning still fit. Haddix said his concern was the plan itself, not the zoning, when the buffer requirements were considered. Meeker said there were two reasons. One was Georgia's law on vested rights. The plan was vested if it met the standards at the time it was approved. Haddix questioned if the law was meant for a given, or fixed, asset. The asset had changed. Meeker said yes, but the change in the asset was not the fault of the property owner. He compared the situation to what happened with the Ethan Allen store when GA 54 was widened. The widening had wiped out the landscaping and the berm, but that did not make the plan non-compliant. It was outside of the owner's control. Haddix said the City was not at fault either, so why was it not invalidated because of the City's buffer ordinance. Meeker said it would not invalidate the rezoning. Requiring the easements were a power given to GDOT and Georgia Power. They were superior agencies. The courts had consistently shot down attempts by any city or county to try to have the agencies meet their ordinances. Haddix asked why the changes did not override the entire plan. Meeker said they were still looking at options. They were not throwing in the towel yet.

Plunkett noted that site plans for outparcels were still being approved, and asked whether they should be delayed until everything was finalized. It was difficult to take back an approval. Rast said that, on the plans themselves, the 60-foot buffer was still intact. It was the existing vegetation that would be the issue when Georgia Power acquired the easements and took out the trees.

Boone asked McMullen if one of the alternatives would be to move the transmission line deeper into the property. McMullen said that would be discussed at the meeting. The first response to that option had been to point out the additional expense. Staff wanted to know what would make it more expensive. After looking at the route of the lines, which went along GA 74, then turned west along Rockaway Road to Senoia, it was the same distance. Logsdon said the linear feet might be the same, but there would be three corners instead of one. Corners for power lines were more expensive. Rast said they wanted to discuss running the transmission line along the back of the project.

Haddix asked Rast if his questions had been answered about the radial clearance required around the pole. Rast said he had gotten conflicting answers.

Logsdon went over the worst case scenario, which he did not want to see happen, including the power line easement, the water line easement, then a six-foot landscaped berm with the maximum amount of vegetation with trees that would not grow into the power lines. He asked staff if that would be the worst case. McMullen said that staff had been told by Georgia Power that berms and landscaping could be underneath the transmission lines. Rast confirmed that the height was 15 to 20 feet depending on the topography and the height of the poles. Georgia Power only allowed certain types of plants to be planted underneath the lines. Plunkett said it would look like what had been done behind Centennial, and the City did not want that on a major highway.

Haddix asked about the maintenance crews and what they had to do to get to the lines. Rast said they were trying to find the right person to talk to, Steve Hart was in right-of-way acquisition, another person was in marketing. Logsdon noted it could be a public relations nightmare for Georgia Power. Rast said he had a list of planting materials and some very loose guidelines, but the proximity of the plant material and the berms to the poles was not addressed. Dan O'Neal of Columbia Properties had authorized staff to meet with their landscape architect. Columbia Properties wanted a planting plan they could include in their negotiations with Georgia Power.

Sturbaum asked Rast if the development could be moved back. Rast said the property had already been graded, and there was a demarcation between the commercial development and Somersby component. The infrastructure had already started. Moving the development back would increase the cleared area between the development and GA 74.

Plunkett asked what happened if Council decided to invalidate the zoning. Meeker said they could start the process to try to invalidate the zoning. Council could vote. Plunkett asked what would happen. Meeker said the City would be sued. He was not willing to concede defeat this early. Plunkett said people needed to understand what the City would be up against. Meeker said there were layers of issues, starting with the approval of the conceptual site plan. The conceptual site plan was a fixed point under Georgia's vested rights laws. Logsdon asked what would happen if the project was already built, and businesses were open. Meeker said that, from a vested rights standpoint, the issues were the same. Plunkett asked what if developer had known about the additional easements when negotiating the treesave buffers. Meeker said that would murk up the water a little, but from everything staff had been told, the developer told the City when they found out.

Logsdon said the next step was the meeting with Georgia Power the following week. Plunkett said the Wilshire HOA president should also attend so Georgia Power would understand their issues. The other Council Members agreed.

McMullen reported an agreement in principle had been reached with Cousins Properties regarding the easement for the tunnel under GA 54. He continued that Cousins had agreed to accept the City's appraisal of the property, and staff hoped to sign the easement within week. The next step was to submit the documents to GDOT for a notice to proceed.

Plunkett said she had spoken with Meeker regarding ordinances adopted in other cities that had withstood challenge about non-related people living in one house.

Plunkett said that the Line Creek Nature Center was one of the finalists in the Nature's Valley Save the Trails program, which provided grants to preserve nature trails throughout the country. If selected as one of 10 winners, Line Creek would receive a $5,000 grant to help secure volunteers, tools, and materials to help protect the area. The last day to vote was October 31.

Haddix said he received a call from a resident who offered to paint over the graffiti in the tunnel near his residence. McMullen said staff needed to know where the graffiti was located. Normally, it would be taken care of within 24 hours of getting a call about it. The Police Department needed to take pictures of the graffiti before it was covered up. Haddix asked that something be put in the ***Update*** regarding what residents should do when they see graffiti.

Plunkett moved to convene in executive session to discuss pending and threatened litigation at 8:37 p.m. Sturbaum seconded. Motion carried unanimously.

Sturbaum moved to reconvene in regular session. Boone seconded. Motion carried unanimously.

There being no further business to discuss, Sturbaum moved to adjourn the meeting. Haddix seconded. Motion carried unanimously. The meeting adjourned at 8:47 p.m.

Pamela Dufresne, Deputy City Clerk

Harold K. Logsdon, Mayor

2008 City Event Calendar

	November	December
	11/4 – City Council Workshop (on Tennis Center), 6:30 pm Election Day 11/6 – City Council Meeting, 7 pm **11/8 – Veteran's Day Ceremony** 11/20 – City Council Meeting, 7 pm 11/27 & 28 – Thanksgiving Holiday, City offices closed	**12/2 – City Council Workshop w/ Planning Commission, 6:30 pm** 12/4 – City Council Meeting, 7 pm 12/5 – City Employee Christmas Lunch – City offices closed Noon – 1:30 PM 12/6 – Hometown Holiday 12/18 – City Council Meeting, 7 pm 12/24-25 – Christmas Holiday, City offices closed

2009 City Event Calendar

January	February	March
1/1 – New Years Day, City offices closed *– City Council Meeting, 7 pm (reschedule?)* 1/6 – City Council Workshop (Tentative), 6:30 pm 1/15 – City Council Meeting, 7 pm 1/19 – MLK Day, City Offices Closed	2/3 – City Council Workshop (Tentative), 6:30 pm 2/5 – City Council Meeting, 7 pm 2/19 – City Council Meeting, 7 pm	3/3 – City Council Workshop (Tentative), 6:30 pm 3/5 – City Council Meeting, 7 pm 3/19 – City Council Meeting, 7 pm
April	**May**	**June**
4/2 – City Council Meeting, 7 pm 4/7 – City Council Workshop (Tentative), 6:30 pm 4/16 – City Council Meeting, 7 pm	5/5 – City Council Workshop (Tentative), 6:30 pm 5/7 – City Council Meeting, 7 pm 5/21 – City Council Meeting, 7 pm 5/25 – Memorial Day, City Offices Closed Memorial Day Ceremony	6/2 – City Council Workshop (Tentative), 6:30 pm 6/4 – City Council Meeting, 7 pm 6/18 – City Council Meeting, 7 pm
July	**August**	**September**
7/2 – City Council Meeting, 7 pm 7/3 – (City offices closed for Independence Day holiday) 7/4 – Independence Day – Parade, Fireworks 7/7 – City Council Workshop (Tentative), 6:30 pm 7/16 – City Council Meeting, 7 pm	8/4 – City Council Workshop (Tentative), 6:30 pm 8/6 – City Council Meeting, 7 pm 8/20 – City Council Meeting, 7 pm	9/3 – City Council Meeting, 7 pm 9/7 – Labor Day, City Offices Closed 9/1 – City Council Workshop (Tentative), 6:30 pm 9/17 – City Council Meeting, 7 pm

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

Updated 10/029/08

ADMINISTRATIVE SERVICES
MONTHLY REPORT

For Month of: ***September 2008***

	August-08	September-08	FY 2008 YTD	FY 2007 YTD
Human Resources				
Workers Compensation Claims Filed	1	**0**	**23**	25
City Vehicle / Equipment Accidents	5	**1**	**14**	21
Employee Turnover Rate ***	1%	**0%**	**5%**	10%
Lawsuit Legal Fees	$9,665.79	**$9,544.18**	**$91,164.69**	$140,735.71

**** The FY 2007 figure is for the full year. Of the 30 terminations in FY 2007, 7 were retirements. Of the 12 terminations year-to-date in FY 2008, 2 have been retirements*

Municipal Court

	August-08	September-08	FY 2008 YTD	FY 2007 YTD
Fines Collected *	$133,731.00	**$156,960.00**	**$1,515,990.08**	$1,405,880.95
Online Transactions	172	**195**	**2,055**	1,906
Citations Closed	489	**503**	**6,780**	7,340
Jail Fund Balance **	$1,540.06	**$259.79**	**$146,044.95**	$124,564.93

** Approximately 33% of the Municipal Court Fines Collected reflect mandated add-ons that pass through to State and other agencies.*

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

Public Information

	August-08	September-08	FY 2008 YTD	FY 2007 YTD
New Businesses Registered	23	**20**	**251**	340
Public Contacts, Questions & Complaints ***	88	**78**	**873**	1,045

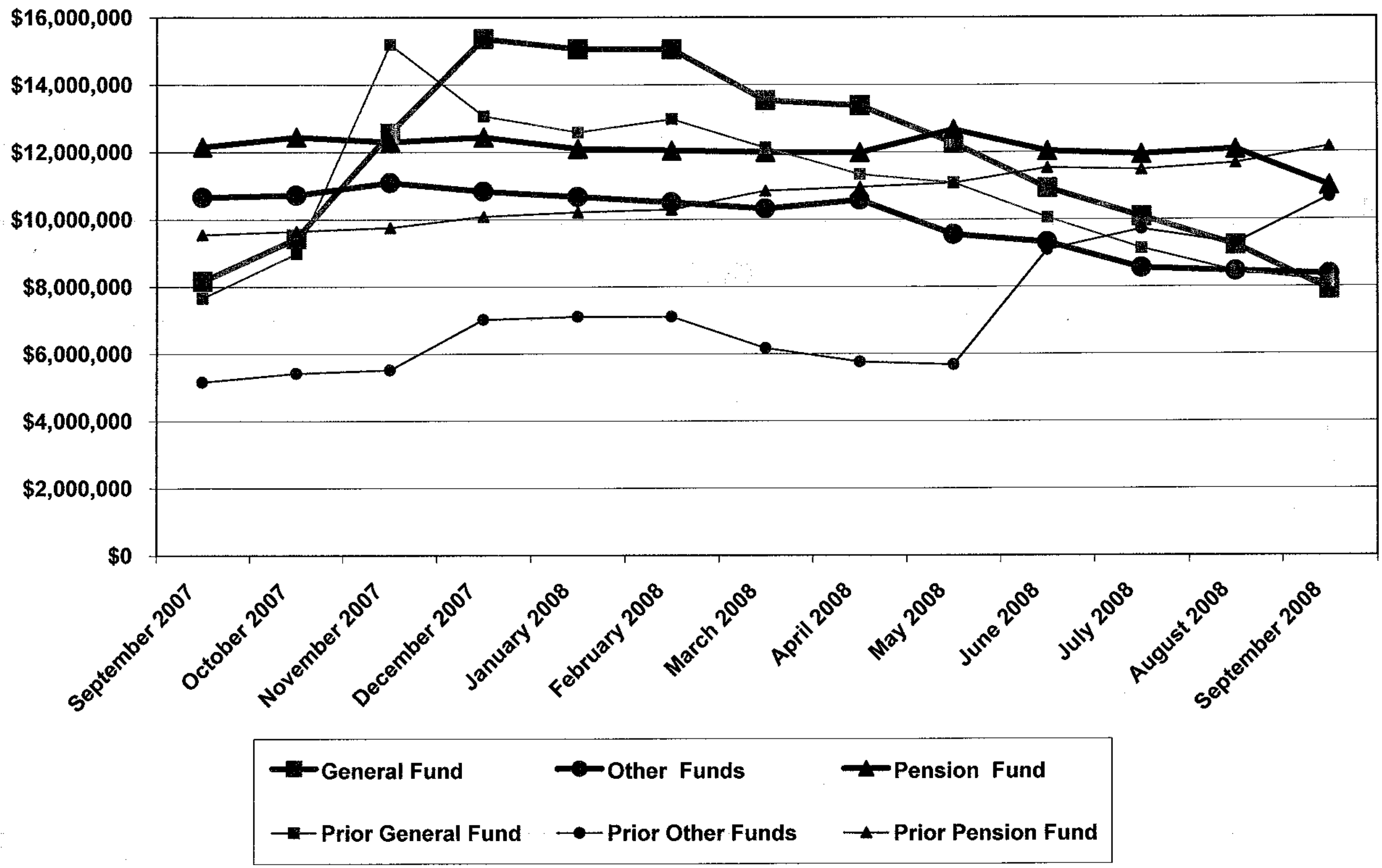
This includes 10 complaints against Comcast Cable Company, 1 sanitation company complaint, and 2 Open Records/Discovery Requests.

PEACHTREE CITY BUILDING DEPARTMENT
FY 2008

	Aug-08	Sep-08	Fiscal Y-T-D 2008	Fiscal Y-T-D 2007
DEVELOPMENT PERMITS:	6	7	68	93
BUILDING PERMITS:				
Single Family Residential	6	3	47	79
Multi-Family Residential	0	1	1	145
Misc.-Pools/fences/additions	39	39	535	653
Commercial/Industrial	9	9	151	149
TOTAL INSPECTIONS:	480	528	5,179	6,732
CERTIFICATE OF OCCUPANCY:				
Residential	5	6	63	93
Commercial	6	1	53	75
Multi-Family Residential	0	0	0	0
CODE ENFORCEMENT:				
Sign Violations	155	130	1,559	1,391
New Rehab	12	6	81	107
Rehab Inspections	5	10	118	139
Tree Removal Permits	82	101	1,033	1,222
Notice of Violations - Construction	0	0	30	214
Notice of Violations-Non-Construction	284	274	2,396	2,863
Stop Work Orders	3	5	46	103
Compliance Inspections	497	480	4,074	3,593
Founded Complaints	29	16	179	240
Unfounded Complaints	9	8	95	122
Assessments	67	1	257	262
Water Ban Violations	7	9	125	154
Citations	3	2	50	42
Architect Review Board Permit Approval	33	32	424	478
PERMIT FEES COLLECTED:	27,654	51,718	460,101	480,356
POPULATION:	36,372	36,385	36,385	36,253

Based on 2.09 persons per new completed dwelling unit.

CITY OF PEACHTREE CITY
FISCAL YEAR 2008 (with prior year comparison)
MONTHLY ENDING CASH/INVESTMENT BALANCES
(UNAUDITED)



CITY OF PEACHTREE CITY
MONTHLY REPORT
GENERAL FUND AND HOTEL/MOTEL TAX FUND
BUDGET COMPARISON (UNAUDITED)
FOR YEAR ENDED SEPTEMBER 30, 2008

PERCENTAGE OF BUDGET YEAR COMPLETED 100.0%

GENERAL FUND REVENUES BY MAJOR CATEGORIES

Description	2008 Budget	YTD Actual	Dollar Difference	Percentage To-Date
General Property Taxes	$ 9,492,743	$ 9,365,471	$ (127,272)	98.66%
Franchise Taxes	2,277,001	2,354,872	77,871	103.42%
Local Option Sales Tax	6,979,162	6,755,666	(223,496)	96.80%
Other Sales & Use Taxes	692,287	689,166	(3,121)	99.55%
Business Taxes	2,200,323	2,233,550	33,227	101.51%
Licenses & Permits	847,916	827,466	(20,450)	97.59%
Intergovernmental/Grants	204,000	211,752	7,752	103.80%
Charges for Services	1,061,188	1,070,630	9,442	100.89%
Fines & Forfeitures	1,068,259	1,041,863	(26,396)	97.53%
Investment Income	561,449	381,438	(180,011)	67.94%
Other Revenue	18,934	12,043	(6,891)	63.61%
Other Financing Sources	445,937	613,109	167,172	137.49%
Total General Fund Revenues	**$ 25,849,199**	**$ 25,557,026**	**$ (292,173)**	**98.87%**
Surplus Carryover	1,103,725	-	(1,103,725)	0.00%
Total General Fund	**$ 26,952,924**	**$ 25,557,026**	**$ (1,395,898)**	**94.82%**

GENERAL FUND EXPENDITURES BY DIVISION AND/OR TYPE

Division and/or Type	2008 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Executive Services	$ 495,266	$ 495,112	154	99.97%
Administrative Services	1,027,549	965,036	62,513	93.92%
Financial Services	1,064,207	1,006,425	57,782	94.57%
Police Services	5,917,516	5,424,173	493,343	91.66%
Fire/EMS Services	5,773,230	5,429,894	343,336	94.05%
Public Works	3,958,278	3,871,585	86,693	97.81%
Leisure Services	5,055,815	4,617,555	438,260	91.33%
Developmental Services	1,366,791	1,275,047	91,744	93.29%
Non-Divisional:				
Council Contingency	79,900	-	79,900	0.00%
Non-Profit Organizations	20,000	15,000	5,000	75.00%
Transfer to Tourism Association	35,000	35,000	-	100.00%
Transfer to Development Authority	170,042	155,780	14,262	91.61%
Transfers to Other Funds	2,478,097	2,399,300	78,797	96.82%
Liability Insurance	99,310	99,083	227	99.77%
Legal Services	123,024	94,299	28,725	76.65%
General Administration/Bad Debt Expense	78,750	7,354	71,396	9.34%
Other	(789,851)	-	(789,851)	0.00%
Total General Fund	**$ 26,952,924**	**$ 25,890,643**	**$ 1,062,281**	**96.06%**

HOTEL/MOTEL FUND REVENUES

Description	2008 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Total Hotel/Motel Taxes	**$ 979,420**	**$ 1,066,460**	**$ 87,040**	**108.89%**

Type	2008 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Transfer to General Fund	$ 326,473	$ 355,487	$ (29,014)	108.89%
Transfer to Tourism Association	652,947	710,973	(58,026)	108.89%
Total Hotel/Motel Transfers Out	**$ 979,420**	**$ 1,066,460**	**$ (87,040)**	**108.89%**

CITY OF PEACHTREE CITY
FINANCIAL SERVICES
MONTHLY REPORT
(UNAUDITED)
AS OF SEPTEMBER 30, 2008

SUMMARY OF MAJOR EXPENDITURES BY CITY MANAGER SEPTEMBER 2008			
Description	**Vendor**	**Award**	**Date**
None to Report			

PURCHASING REPORT FOR MONTH ENDED SEPTEMBER 30, 2008 AND SEPTEMBER 30, 2007		
Activity	**Fiscal Year 2008**	**Fiscal Year 2007**
Purchase Orders / Requisitions Processed	146	93
City Store Requisitions Processed	10	7
Sealed Bids Requested	3	3
Requests for Proposals	1	0
Bids Awarded	3	0
Requests for Proposals Awarded	0	0
Contracts Prepared	3	3
Fixed Assets Purchased	4	4

INFORMATION TECHNOLOGY REPORT SEPTEMBER 2008 AND YEAR-TO-DATE		
Activity	**Current Month**	**Fiscal Year 2008**
Work Orders Created	65	1,282
Work Orders Closed	59	1,257
Work Orders Open	6	25
Project Work Orders	64	1,053
Technical Support	65	1,282
Website Visits	76,383	912,885

PEACHTREE CITY FIRE/EMS DEPARTMENT
2008 MONTHLY REPORT

	Aug. 08	Sept. 08	2008 FY-T-D	2007 FY-T-D
FIRE/ACCIDENT CALLS				
Actual Residential Fires	3	3	32	27
Actual Business/Industrial Fires	1	1	12	9
Rescue/EMS Assist	185	159	1841	1795
Vehicle/Golfcart Accidents	25	19	217	261
False Alarms	18	22	287	326
[1]Other	20	25	330	331
Total Engine Response	252	229	2719	2749
Dispatched Fire Calls	45	49	666	740
Response Time Fire	4:43	4:12	5:00	5:00
RESCUE/EMS				
Trauma	31	27	356	420
Medical	144	148	1650	1722
Total # Patients	175	175	2006	2142
Patients Transported	83	95	970	1073
Dispatched EMS Calls	208	189	2069	2001
[2]Total Medic Response	241	226	2573	2738
Response Time EMS	4:37	4:46	4:38	4:34
Dispatched Fire/EMS Total	253	238	2735	2741
EMS BILLING				
Patients Billed	82	95	977	936
[3]Total Cash Received	*1,604	*2,121	250,537	286,433

[1]Other miscellaneous responses; gas and water leaks, hazmat spills, etc.

[2]Includes Fire Assist Responses

[3]Total Cash Received on All Outstanding Accounts. * This amount relects cash collections lower than normal due to billing service transition.

LEISURE SERVICES MONTHLY REPORT

Sep-08

Activity Description	Unit	Sept. 2008	FY 2008 YTD	FY 2007 YTD
Library				
Books Circulated	number	38,130	451,426	419,783
Internet Usage	visits	3,759	45,342	43,475
Computer Lab Use	hours	48	350	357
Recreation				
Class/Program Revenue	$	$2,937	$65,225	$64,313
Playing Surface Mowing	hours	*0	1,385	3,927
Playing Field Preparations	hours	938	8,864	8,533
Building Maintenance	hours	560	5,827	5,376
Litter Removal	hours	343	3,546	3,727
Complaints answered	number	3	49	12

* Started Outsourced Sports Field Mowing in April 08. Will be zero from now on.

** Increased complaints centered around playground sand @ Bluesmoke and Huddleston Pond issues

PEACHTREE CITY POLICE DEPARTMENT
2008 MONTHLY REPORT

	SEPTEMBER 2008	AUGUST 2008	2008 CYTD	2007 CYTD
PART I CRIMES				
Criminal Homicide	0	0	1	0
Rape	0	0	0	0
Robbery	0	0	5	6
Aggravated Assault	0	0	4	8
Arson	0	0	1	0
Motor Vehicle Theft	4	9	69	63
Theft	45	48	311	217
Burglary	3	8	46	24
TOTAL PART I CRIMES	**52**	**65**	**437**	**318**
ALCOHOL/DRUG ARRESTS				
DUI – TOTAL	39	26	177	150
DUI – ADULT	37	24	162	135
DUI – UNDERAGE	2	2	15	15
MINOR IN POSSESSION OF ALCOHOL	4	2	63	66
DRUG ARRESTS:				
MARIJUANA	13	5	70	38
METHAMPHEDIMINE	0	0	1	4
COCAINE	0	1	6	3
OTHER (opium, herion, etc)	3	0	5	8
ARRESTS				
PROPERTY CRIMES	8	10	120	112
PERSON CRIMES	10	11	53	62
CITY ORDINANCES	56	46	349	338
TRAFFIC OFFENSES	48	43	362	460
OTHER	55	21	316	412
AVERAGE RESPONSE TIME	6.11	6.18	5.70	5.81
CALLS ANSWERED	**5,400**	**5,404**	**48,334**	**49,080**

TRAFFIC				
CITATIONS ISSUED	672	594	5,298	5,516
WARNINGS	725	701	6,281	5,596
ACCIDENTS	85	102	860	877

TOP 5 ACCIDENT LOCATIONS – MONTH

HWY 74 / HWY 54	7
HWY 54 / HUDDLESTON RD	5
HWY 74 / KELLY DRIVE	3
HWY 54 / PEACHTREE PARKWAY	2
HWY 54 / WALT BANKS ROAD	2

TOP 5 ACCIDENT LOCATIONS – Y T D

HWY 54 / HWY 74	66
HWY 54 / PEACHTREE PARKWAY	24
HWY 54 / HUDDLESTON DRIVE	21
HWY 74 / KELLY DRIVE	17
HWY 74 / CROSSTOWN DR	13

PUBLIC SERVICES MONTHLY REPORT
SEPTEMBER 2008

Activity Description	Unit	September- 08	FY 2008 YTD	FY 2007 YTD
Street Patching	Hrs.	0	1,819	2,942
Street Crack Sealing	Hrs.	411	903	561
Street Crack Sealing	Mi.	7.23	13.82	~~~~
Street General Maintenance	Hrs.	405	4,583	1,866
Storm Water Maintenance	Hrs.	439	5,789	4,940
Cart Path Paving	Ft.	700	34,260	39,019
Cart Path Prepped for Paving	Ft.	1,602	35,196	34,663
Cart Path Litter Removal	Hrs.	90	1,304	1,445
Cart Path Drainage Maintenance	Hrs.	175	826	1,547
Cart Path General Maintenance	Hrs.	587	6,180	3,129
R.O.W. Mowing	Hrs.	434	3,904	5,897
R.O.W. Litter Removal	Hrs.	328	5,004	5,262
R.O.W. General Maintenance	Hrs.	604	6,524	2,933
Subdivision Entrance Maintenance	Hrs.	1,098	5,341	6,994
Landscape Maintenance	Hrs.	126	4,349	1,085
Landscape Planting/Mulching	Hrs.	0	2,484	2,254
Subdivision Sign Maintenance	Hrs.	20	407	815
Traffic Sign Maintenance	Hrs.	128	1,382	940
Vandalism Repairs	Hrs.	42	550	371
Vandalism Repairs	Dls.	$1,177	$15,630	$5,073
Citizen Complaints Answered	Num	105	946	1,071
Community Service	Hrs.	56	374	120

RECYCLING SITE

Manhours	Hrs.	124	1,502	823
PARTICIPANTS				
Recycling	Num.	274	3,575	2,764
Composting	Num.	1,266	13,720	11,603
Mulch Pick Up	Num.	16	554	1,114
Streets Adopted for Litter Pickup	Miles	7.35		
Cart Paths Adopted for Litter Pickup	Miles	66.5		

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager

FROM: Acting City Clerk

DATE: October 23, 2008

SUBJECT: Alcohol License – Change in License Representative – Line Creek Liquor
November 6, 2008, Regular Meeting

Recommendation:
Staff recommends Council consider the attached application for a change in the License Representative.

Discussion:
Line Creek Liquor, 2763-B Highway 54 West, has submitted an application for a change in the alcoholic beverage license. Mr. Spencer Kanner has requested he be appointed as the License Representative. He also serves as the Licensee. He will attend the meeting on Thursday, November 6th, to answer any questions you may have.

Budgetary Impact:
There is no impact to the budget due to the change in alcohol license.

BT:pd

Attachments

PEACHTREE CITY
PLAN TO STAY™

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

Application For Alcoholic Beverage License

Business Name: LINE CREEK LIQUOR	Business Location: 2763 B Hwy 54 West Peachtree City, Ga. 30269	
Nature of Business: Retail Beer, Wine, + Liquor	Mailing Address: 112 Thomas Overby Dr. Sharpsburg, GA. 30277	Business Phone Number: 770-632-7717
Name of Licensee: Spencer Edward Kanner	Home Address: 112 Thomas Overby Dr. Sharpsburg, Ga. 30277	Home Phone Number: 770-251-6096
Name of License Representative: Spencer Edward Kanner	Home Address: 112 Thomas Overby Dr. Sharpsburg, Ga. 30277	Home Phone Number: 770-251-6096

Please indicate type of licenses applying for:

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

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

NAME Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.	ADDRESS Please provide Home Addresses for the individuals listed:	PHONE NUMBERS Please provide Home and Business Phone Numbers for individuals listed:
Virsat, Inc.		
Spencer Edward Kanner	112 Thomas Overby Dr. Sharpsburg, Ga. 30277	770-632-7717 770-251-6096

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

If YES, Please Provide Name of Employee: ______

PEACHTREE CITY
PLAN TO STAY™

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

State of Georgia

City of Peachtree City

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

Spencer Edward Kanner
Name

112 Thomas Overby Drive Sharpsburg, GA 30277
Address

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

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

10/21/08
Date

Major R.M. Dudley
Witness

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council Members**

VIA: **Bernard McMullen, City Manager**
Colin Halterman, Assistant City Manager
Paul Salvatore, Financial Services Director P.S.
Janet Camburn, Assistant Financial Services Director JC

FROM: **Angela Egan, Purchasing Agent**

DATE: **October 16, 2008**

SUBJECT: **Janitorial Services**
November 6, City Council Meeting

Recommendation: Staff recommends contracting for janitorial services with American Facility Services, Inc. (AFS) for calendar year 2009 for the bid price of $60,800.00 annually with the option to extend the contract an additional three (3) calendar years.

Discussion: Proposers were required to visit City facilities with City staff during one of two mandatory pre-bid meetings. Nineteen (19) firms successfully completed this requirement. Bids were received from twelve (12) firms.

American Facility Services, Inc.	$60,800.00 annually	ICS, Inc.	$74,104.00 annually
Riteway Services, Inc.	$64,451.44 annually	ServiceMaster	$90,000.00 annually
Keturah Enterprises, LLC	$64,507.88 annually	Hand Cleaning	$112,340.00 annually
Bldg. Maint. Srvc.	$64,700.00 annually	Acsential/Ronlyn	$112,466.16 annually
GMI Group, Inc.	$68,416.00 annually	Little Cleaning Srvc.	$119,429.88 annually
OJS Systems, Inc.	$74,107.00 annually	Extreme Clean Clng. Srvc.	$256,940.00* annually

*Additional cost for carpet and tile cleaning

AFS currently cleans six (6) Recreation restrooms, a portion of the SCT building and the Gazebo. Recreation staff is pleased with the job they do. References from the City of Marietta and Cobb County Libraries were also contacted; both highly recommended AFS.

Budget Impact: There are sufficient funds budgeted under the cleaning services account to cover the cost of this service. In fact, the total annual amount is about $9,000.00 less than the City is currently spending.

Attachments: Bid Evaluation
Current Costs

	American Facility Srvc, Inc.		Riteway Service, Inc.		Keturah Enterprises, LLC		Bldg. Maint. Srvc.		GMI Group, Inc.	
	MONTHLY	ANNUALLY	MONTHLY	ANNUALLY	MONTHLY	ANNUALLY	MONTHLY	ANNUALLY	MONTHLY	ANNUALLY
City Hall Main floor	$700.00	$8,400.00	$764.33	$9,171.96	$800.00	$9,600.00	$710.00	$8,520.00	$795.00	$9,540.00
City Hall lower floor	$379.00	$4,548.00	$439.17	$5,270.04	$487.97	$5,855.64	$580.00	$6,960.00	$465.00	$5,580.00
Library	$2,176.00	$26,112.00	$387.50	$4,650.00	$2,395.00	$28,740.00	$2,100.00	$25,200.00	$2,445.00	$29,340.00
PW Main	$200.00	$2,400.00	$215.50	$2,586.00	$220.00	$2,640.00	$225.00	$2,700.00	$220.00	$2,640.00
PW Satellite	$125.00	$1,500.00	$130.00	$1,560.00	$150.00	$1,800.00	$150.00	$1,800.00	$160.00	$1,920.00
PW Foreman Office	$125.00	$1,500.00	$2,064.62	$24,775.44	$150.00	$1,800.00	$150.00	$1,800.00	$140.00	$1,680.00
Recreation Admin.	$240.00	$2,880.00	$240.00	$2,880.00	$260.00	$3,120.00	$260.00	$3,120.00	$247.00	$2,964.00
Recreation Glenloch	$125.00	$1,500.00	$118.00	$1,416.00	$125.00	$1,500.00	$125.00	$1,500.00	$115.00	$1,380.00
Gathering Place	$280.00	$3,360.00	$325.00	$3,900.00	$350.00	$4,200.00	$350.00	$4,200.00	$335.00	$4,020.00
Recreation Gazebo	$50.00	$600.00	$45.00	$540.00	$50.00	$600.00	$50.00	$600.00	$65.00	$780.00
SCT/Amph Bldg.	$150.00	$1,800.00	$160.00	$1,920.00	$175.00	$2,100.00	$175.00	$2,100.00	$181.00	$2,172.00
Picnic Park	$125.00	$1,500.00	$122.50	$1,470.00	$73.01	$876.12	$125.00	$1,500.00	$120.00	$1,440.00
BMX Park	$125.00	$1,500.00	$98.00	$1,176.00	$73.01	$876.12	$125.00	$1,500.00	$120.00	$1,440.00
Glenloch	$100.00	$800.00	$98.00	$784.00	$25.00	$200.00	$100.00	$800.00	$110.00	$880.00
Braelinn	$100.00	$800.00	$98.00	$784.00	$25.00	$200.00	$100.00	$800.00	$110.00	$880.00
Kedron	$100.00	$800.00	$98.00	$784.00	$25.00	$200.00	$100.00	$800.00	$110.00	$880.00
Pebble Park	$100.00	$800.00	$98.00	$784.00	$25.00	$200.00	$100.00	$800.00	$110.00	$880.00
		$60,800.00		$64,451.44		$64,507.88		$64,700.00		$68,416.00
Other/Additional										

Pricing was seal however,
binder was not sealed

	OJS Systems, Inc.		ICS, Inc.		ServiceMaster Comm.		Hand Cleaning Srvc.		Acsential/Ronlyn	
	MONTHLY	ANNUALLY	MONTHLY	ANNUALLY	MONTHLY	ANNUALLY	MONTHLY	ANNUALLY	MONTHLY	ANNUALLY
City Hall Main floor	$802.00	$9,624.00	$765.00	$9,180.00	$1,465.00	$17,580.00	$1,400.00	$16,800.00	$1,889.00	$22,668.00
City Hall lower floor	$495.00	$5,940.00	$550.00	$6,600.00		$0.00	$650.00	$7,800.00	$1,559.00	$18,708.00
Library	$2,585.00	$31,020.00	$2,250.00	$27,000.00	$2,565.00	$30,780.00	$2,500.00	$30,000.00	$2,861.00	$34,332.00
PW Main	$250.00	$3,000.00	$350.00	$4,200.00	$765.00	$9,180.00	$600.00	$7,200.00	$439.03	$5,268.36
PW Satellite	$175.00	$2,100.00	$340.00	$4,080.00		$0.00	$175.00	$2,100.00	$191.58	$2,298.96
PW Foreman Office	$175.00	$2,100.00	$280.00	$3,360.00		$0.00	$400.00	$4,800.00	$421.47	$5,057.64
Recreation Admin.	$275.00	$3,300.00	$360.00	$4,320.00	$475.00	$5,700.00	$800.00	$9,600.00	$503.42	$6,041.04
Recreation Glenloch	$150.00	$1,800.00	$420.00	$5,040.00	$410.00	$4,920.00	$700.00	$8,400.00	$230.74	$2,768.88
Gathering Place	$375.00	$4,500.00	$460.00	$5,520.00	$670.00	$8,040.00	$1,000.00	$12,000.00	$22.21	$266.52
Recreation Gazebo	$75.00	$900.00	$70.00	$840.00	$255.00	$3,060.00	$100.00	$1,200.00	$88.39	$1,060.68
SCT/Amph Bldg.	$195.00	$2,340.00	$150.00	$1,800.00	$75.00	$900.00	$150.00	$1,800.00	$176.76	$2,121.12
Picnic Park	$145.00	$1,740.00	$240.00	$2,880.00	$820.00	$9,840.00	$190.00	$2,280.00	$247.83	$2,973.96
BMX Park	$145.00	$1,740.00	$240.00	$2,880.00		$0.00	$190.00	$2,280.00	$247.83	$2,973.96
Glenloch	$125.00	$1,000.00	$240.00	$1,920.00		$0.00	$190.00	$1,520.00	$185.22	$1,481.76
Braelinn	$125.00	$1,000.00	$240.00	$1,920.00		$0.00	$190.00	$1,520.00	$185.22	$1,481.76
Kedron	$125.00	$1,000.00	$240.00	$1,920.00		$0.00	$190.00	$1,520.00	$185.22	$1,481.76
Pebble Park	$125.00	$1,000.00	$240.00	$1,920.00		$0.00	$190.00	$1,520.00	$185.22	$1,481.76
		$74,104.00		$85,380.00		$90,000.00		$112,340.00		$112,466.16
Other/Additional										

	Little Clng Srvc.		Extreme Clean Clng Srvc.	
	MONTHLY	ANNUALLY	MONTHLY	ANNUALLY
City Hall Main floor	$854.43	$10,253.16	$1,895.00	$22,740.00
City Hall lower floor	$815.78	$9,789.36	$1,685.00	$20,220.00
Library	$2,363.91	$28,366.92	$3,920.00	$47,040.00
PW Main	$372.26	$4,467.12	$1,850.00	$22,200.00
PW Satellite	$372.26	$4,467.12	$1,795.00	$21,540.00
PW Foreman Office	$316.18	$3,794.16	$990.00	$11,880.00
Recreation Admin.	$874.17	$10,490.04	$2,150.00	$25,800.00
Recreation Glenloch	$1,041.80	$12,501.60	$1,280.00	$15,360.00
Gathering Place	$917.68	$11,012.16	$2,395.00	$28,740.00
Recreation Gazebo	$77.41	$928.92	$250.00	$3,000.00
SCT/Amph Bldg.	$375.83	$4,509.96	$425.00	$5,100.00
Picnic Park	$729.96	$8,759.52	$595.00	$7,140.00
BMX Park	$118.06	$1,416.72	$595.00	$7,140.00
Glenloch	$118.06	$944.48	$595.00	$4,760.00
Braelinn	$118.06	$944.48	$595.00	$4,760.00
Kedron	$118.06	$944.48	$595.00	$4,760.00
Pebble Park	$729.96	$5,839.68	$595.00	$4,760.00
		$119,429.88		$256,940.00
Other/Additional			Additional cost per sq. foot for both carpet and tile	

CURRENT COST
CALENDAR YEAR
2008

COST PER MONTH BY LOCATION			
City Hall	Main floor	$802.03	$9,624.36
City Hall	first floor	$487.97	$5,855.64
PW	Main	$225.00	$2,700.00
	Satellite	$150.00	$1,800.00
	Foreman Office	$150.00	$1,800.00
Library		$2,495.00	$29,940.00
Recreation	Admin.	$260.00	$3,120.00
	Glenloch	$125.00	$1,500.00
	Gathering Place	$350.00	$4,200.00
Recreation	Gazebo	$50.00	$600.00
	SCT/Amph Bldg.	$175.00	$2,100.00
	Picnic Park	$125.00	$1,500.00
	BMX Park	$125.00	$1,500.00
	Glenloch	$100.00	$900.00
	Braelinn	$100.00	$900.00
	Kedron	$100.00	$900.00
	Pebble Park	$100.00	$900.00
			$69,840.00

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: City Council and Mayor

VIA: Bernard McMullen, City Manager
Paul Salvatore, Financial Services Director
Angela Egan, Purchasing Agent

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

DATE: October 17, 2008

SUBJECT: Awarding of Wrecker Service Agreement
November 6, *2008, City Council Meeting*

Recommendation:

Staff recommends that the City award the wrecker service agreement to Parker Wrecker Service for calendar year 2009 with two (2) optional one-year renewals.

Discussion:

Parker Wrecker Service was originally awarded the wrecker service contract by Council in 2003. Since awarding this contract, the Police Department has received excellent towing services, exceptional on-call response times, very good customer service, cooperation, and positive feedback from a number of citizens. Parker Wrecker Service has proven itself as a reputable business within our community and has continued to offer quality service. The business has been consistent and cooperative in providing required reports and tow records during periodic inspections. Additionally, awarding this contract will maintain continuity in our current impound records system, as well as continue a very effective working relationship between the Police Department and Parker Wrecker Service, a local business.

On September 19th, 2008, bid requests were sent out concerning the 2008 Wrecker Service Agreement. On October 16, 2008, two bids were received which included bids from Parker Wrecker Service and Ison Wrecker Service. Of the two bids received, Parker Wrecker Service was determined to be the low bidder. The towing fees from the two companies are compared below:

		Parker Wrecker Service, *Incumbent*	Ison Wrecker Service
1a.	Simple Tow	$ 50.00	$ 125.00
1b.	Cost per hour	$ 15.00	$ 60.00
1c.	$ Minimum	$ 15.00	$ 60.00
2	Towing of truck tractor	$ 120.00	$ 400.00
3	Towing tractor-trailer	$ 140.00	$ 500.00
4a.	Cost per hour less than 1 ton	$ 20.00	$ 250.00
4b.	Cost per hour more than 1 ton	$ 50.00	$ 250.00
4c.	Cost	$ 12.50	$ 250.00
5	Dollies - additional fee	$ 35.00	$ 50.00
6	Cost to drop drive shaft	$ 25.00	$ 150.00
7	Bumper removal	$ 25.00	$ 150.00
8	Removal per axle	$ 25.00	$ 50.00
9a.	Storage cost	$ 12.00	$ 25.00
9b.	Storage cost	$ 12.00	$ 50.00
9c.	Storage cost	$ 20.00	$ 100.00
9d.	Storage cost	$ 20.00	$ 100.00
9e.	Storage cost	$ 20.00	$ 200.00

Budget Impact:

There is no budget impact as this is a contractual agreement involving a private tow company.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager

FROM: Acting City Clerk

DATE: October 28, 2008

SUBJECT: Qualifying Location Permit – Tennis Center Restaurant
November 6, 2008, Regular Meeting

Recommendation:
Staff recommends Council consider the attached application for qualifying location permit.

Discussion:
The Peachtree City Tourism Association (PCTA) has submitted an application for a qualifying location permit for the Tennis Center restaurant space, 10 Planterra Way. The Tennis Center often receives requests to rent the empty restaurant space for parties. The qualifying location permit will allow those leasing the space to bring in and serve alcohol at their events. Mr. William Bexley, chairman of the PCTA, has requested he be appointed as the Licensee. Ms. Lauren Yawn, the executive director of the PCTA, has requested she be appointed as the License Representative. Ms. Yawn will attend the meeting on Thursday, November 6th, to answer any questions you may have.

Budgetary Impact:
There is an annual fee of $150 for qualifying location permits.

BT:pd

Attachments

PEACHTREE CITY
PLAN TO STAY™

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

State of Georgia

City of Peachtree City:

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

William Walter Bexley
Name

112 Colonnade Drive Peachtree, GA 30269
Address

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

[signature] for Chief Clark
Signature

10/28/08
Date

[signature]
Witness

PEACHTREE CITY
PLAN TO STAY™

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

State of Georgia

City of Peachtree City:

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

Lauren Mestel Yawn
Name

475 Grant Street SE Atlanta, GA 30312
Address

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

RM Dukes for Chief Clark
Signature

10/28/08
Date

Lori L. Bartosevich
Witness

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

FROM: City Manager

DATE: October 30, 2008

SUBJECT: CONSIDER APPOINTMENT OF WATER & SEWERAGEAUTHORITY MEMBER
Consent Agenda, November 6, 2008

The Selection Committee, composed of Mayor Harold Logsdon, Council Member Doug Sturbaum, WASA Chairman Wade Williams, and myself, considered four applicants for the vacancies on the Water & Sewerage Authority.

It is the recommendation of the Committee that Mike Harman be appointed to a term that will expire on 12/31/2013.

A copy of his application is attached for your review.

WATER AND SEWERAGE AUTHORITY
APPLICATION FOR APPOINTMENT

RECEIVED
AUG - 6 2008
PEACHTREE CITY
CITY HALL

Thank you for your interest in being considered for appointment to the Water and Sewerage **Authority**.

Applicant must be a legal resident of the State of Georgia and have been a resident of Peachtree City for at least six months prior to the date an application is submitted. Elected officials of any governmental jurisdiction in the County and City employees are not eligible for appointment.

The Water and Sewerage Authority is comprised of five members appointed to five-year terms. Meetings are held on the first Monday of each month at 6:30 p.m. Members are required to attend a minimum of eighty percent (80%) of all meetings. **Applicants are encouraged to attend as many Authority meetings as possible in an effort to become familiar with the responsibilities of the Authority.** The Authority is responsible for the operation of the Peachtree City sewer system.

Please take a few minutes to complete the form below and to answer the questions on the reverse side of this letter and return it with a resume, if available, to Nikki Vrana, 151 Willowbend Road, Peachtree City, GA 30269 by **5:00 p.m. on FRIDAY, SEPTEMBER 12, 2008**. The City will contact you within two weeks of the application closing date.

If you have questions, please call 487-7657.

Information provided on this form is subject to disclosure as a public record under Georgia Open Records Law.

NAME: MICHAEL HARMAN

ADDRESS: 222 TERRANE RIDGE
PEACHTREE CITY GA 30269

TELEPHONE (Day Time) 678 697 9722

(Evening) 770 632 6690

(Email) HARMANM@COMCAST.NET

Michael D Harman
Signature

8-3-08
Date

1. How long have you been a resident of Peachtree City?

10 yrs

2. Why are you interested in serving on the Water and Sewerage Authority?

I ENJOY BEING PART OF A GROUP THAT WORKS TO MAKE PTC A BETTER PLACE

3. What qualifications and experience do you possess that would benefit the Water and Sewerage Authority? > 10 yrs EXPERIENCE IN THE WASTEWATER INDUSTRY. MANAGEMENT EXPERIENCE INCLUDING FINANCIAL RESPONSIBILITY, NEARLY 8 YEARS ON THE AUTHORITY INCLUDING 5 AS CHAIRMAN.

4. List major jobs you have held during your working career to include name of company and position.

INDUSCO ENVIRONMENTAL - SALES AND PROJECT MANAGER
GARDNER DENVER - APPLICATION ENGINEER
BIOREM - REGIONAL SALES MANAGER

5. Do you have any past experience relating to water/sewerage? If so, describe.

YES. SEE # 3

6. Have you attended any Water and Sewerage Authority meetings in the past year and, if so, how many? NONE IN THE PAST YEAR

7. Are you willing to take continuing education classes? I ALREADY TAKE 4-6 EACH YEAR

8. Would there be any possible conflict of interest between your employment and you serving the Water and Sewerage Authority? NO

9. Describe your current community involvement.

NOT CURRENTLY A MEMBER OF ANY ASSOCIATIONS

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager**

FROM: **City Planner/ Zoning Administrator** David

DATE: **October 30, 2008**

SUBJECT: **Proposed amendments to Section 1006, GC General Commercial zoning district.**
November 6, 2008 City Council Agenda

Recommendation:

Continue discussion of this item to the December 18 City Council meeting.

Discussion:

In response to several comments received at the Council meeting on August 7, 2008, Staff modified the proposed amendments to the referenced zoning ordinance. These amendments were presented to the Planning Commission on October 27, and it was felt there needed to be further dialogue between the Planning Commission and City Council pertaining to these recommendations.

A joint City Council/ Planning Commission workshop has been scheduled for December 2, 2008 to discuss the proposed amendments. Should there be consensus as to how to proceed, Staff will make the necessary changes to the ordinance and present the revised language to the Planning Commission on December 8 and then to the City Council on December 18.

Budget impact:

There are no budget impacts associated with this request.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager**

FROM: **City Planner/ Zoning Administrator** David

DATE: **October 30, 2008**

SUBJECT: **Proposed amendments to Section 1006A, LUC Limited Use Commercial zoning district.**
November 6, 2008 City Council Agenda

Recommendation:

Continue discussion of this item to the December 18 City Council meeting.

Discussion:

In response to several comments received at the Council meeting on August 7, 2008, Staff modified the proposed amendments to the referenced zoning ordinance. These amendments were presented to the Planning Commission on October 27, and it was felt there needed to be further dialogue between the Planning Commission and City Council pertaining to these recommendations.

A joint City Council/ Planning Commission workshop has been scheduled for December 2, 2008 to discuss the proposed amendments. Should there be consensus as to how to proceed, Staff will make the necessary changes to the ordinance and present the revised language to the Planning Commission on December 8 and then to the City Council on December 18.

Budget impact:

There are no budget impacts associated with this request.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager**

FROM: **City Planner/ Zoning Administrator** David

DATE: **October 30, 2008**

SUBJECT: **Proposed amendments to Section 1009, OS Open Space zoning district.**
November 6, 2008 City Council Agenda

Recommendation:

Continue discussion of this item to the December 18 City Council meeting.

Discussion:

In response to several comments received at the Council meeting on August 7, 2008, Staff has analyzed each of the parcels currently zoned OS to identify those that would need to be rezoned to the new OS-C open space conservation and OS-P open space public zoning categories. In addition, a spreadsheet has been prepared identifying each of these tracts as well as an example of how the amended zoning map would look. Because of the complexity of this item, it was felt it should first be presented in a workshop format.

A joint City Council/ Planning Commission workshop has been scheduled for December 2, 2008 to discuss the proposed amendments. Staff will then present the revised ordinance language to the Planning Commission on December 8 and then to the City Council on December 18.

Budget impact:

There are no budget impacts associated with this request.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager**

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

DATE: **October 31, 2008**

SUBJECT: **Reaffirm Multi-Family Rezoning Moratorium**
November 6, 2008, City Council Meeting

Recommendation:

That Council reaffirm the Multi-Family Rezoning Moratorium.

Discussion:

In 1999, Council adopted an ordinance directing staff "to accept no applications seeking to zone or rezone property to any designation that would allow the development of the property as multi-family." Property owners requesting this type of zoning must first request that Council lift the moratorium as it applies to their property, before submitting the rezoning request to staff. The moratorium expires each year, at which time Council must consider the moratorium to determine if it should be reaffirmed for an additional year.

A copy of the referenced ordinance, which expires in November 2008, is attached for your review.

Budget Impact:

The only budgetary impact associated with reaffirming the moratorium is the possible loss of impact fee revenue associated with the multi-family development in Peachtree City.

/bt

Attachment

ARTICLE XIV. MULTI-FAMILY--REZONING MORATORIIUM*

***Editor's note:** Ord. No. 727, adopted Nov. 4, 1999, renumbered art. XIV, §§ 1401--1404 to art. XV, §§ 1501--1504 and added a new art. XIV, §§ 1401--1404 as herein set out.

Sec. 1401. Purpose.

In order to protect the health, safety, and welfare of its citizens, the city has determined that a moratorium on the zoning or rezoning of property for development of multifamily housing needs to be adopted and enforced for all property in the City of Peachtree City not currently zoned for use as multifamily.

This moratorium is intended to promote: the orderly development of property in the city; maintain the high quality of police services now provided; maintain the high quality of emergency and fire services now provided; maintain the quality of education now provided; maintain the high quality of life now existing; help reduce traffic congestion; and ameliorate air quality standards.

(Ord. No. 727, 11-4-1999)

Sec. 1402. Findings.

The mayor and council have made the following findings of fact in consideration of this moratorium:

(a) The development of additional multifamily housing would create a significant burden on the police department and emergency and fire departments for the city;

(b) The development of additional multi-family housing would overburden area schools

(c) The development of additional multi-family housing would exhaust available resources, thus reducing the quality of life now existing; and

(d) The development of additional multi-family housing would increase traffic congestion, which also reduces air quality.

(Ord. No. 727, 11-4-1999)

Sec. 1403. Moratorium.

The Mayor and Council of the City of Peachtree City hereby directs its staff to accept no applications seeking to zone or rezone property to any designation that would allow the development of the property as multi-family.

(a) Multi-family shall include apartments, townhouses, duplexes, condominiums and assisted living facilities.

(b) This moratorium shall be in effect for a period of one year and shall automatically expire if not reviewed by the mayor and council and if deemed necessary, renewed.

(c) This moratorium shall not apply to property already zoned for use as multifamily.

(Ord. No. 727, 11-4-1999)

Sec. 1404. Appeals.

Any party with an ownership interest in property in the city that believes said property owner is severely prejudiced by this moratorium may file an application with the city planner requesting that the mayor and council remove the moratorium as it applies to the property.

(a) The application shall be accepted by the city planner and placed on the council agenda after being properly advertised, and then, considered by the mayor and council.

(b) City staff shall only provide council with current land use and zoning information regarding the subject property and its surrounding properties and shall not make a recommendation to council on the application to lift the moratorium.

(c) In the event council lifts the moratorium, the property owner may then submit the request for rezoning following established procedures.

(d) In the event council declines to lift the moratorium, the property owner shall have the same rights and follow the same procedures as those connected with the denial of a rezoning request.

(Ord. No. 727, 11-4-1999)

POSITION PAPER

Annexation and rezoning request
Whitlock/ Hardy/ Kidd/ Wilks Grove tracts

City Planner/ Zoning Administrator David
October 30, 2008

Situation:

Scarbrough and Rolader Development, LLC is acting as the Agent for the owners of the Whitlock, Hardy, Kidd and Wilks Grove tracts which are currently located within unincorporated Fayette County. The Whitlock tract is 17.87 acres, the Hardy tract is 9.133 acres, the Kidd tract is 5.666 acres, and the Wilks Grove tract is 2.331 acres. Combined, the four parcels total 35.001 acres. The parcels are currently zoned A-R Agricultural Residential under the Fayette County Zoning Ordinance and designated as low-density residential on the county's land use plan.

Should the annexation and rezoning be approved, each of the property owners has expressed a desire to maintain a zoning and land use designation similar to the current designations within the county. The comparable zoning designation in Peachtree City would be AR Agricultural Reserve and the comparable land use designation would be SFL single-family low density. Each of the property owners has indicated there are no immediate plans to develop the property.

The Applicant has complied with the submittal requirements specified within the city's Step One and Step Two annexation processes, and is requesting that the city annex and rezone the property.

A copy of the Applicant's Step Two Annexation and Rezoning request form is included as Attachment "A".

Facts:

1. Within unincorporated Fayette County, Ms. Vivian Whitlock owns a 17.87-acre tract of land; Mr. and Mrs. Victor Hardy own a 9.133-acre tract of land; Mr. and Mrs. Stephen Kidd own a 5.66-acre tract of land; and the Wilks Grove Baptist Church owns a 2.331-acre tract of land. The four tracts of land share property boundaries and are contiguous with one another.

2. The combined property totals 35.001 acres and is contiguous with property currently located within the city limits of Peachtree City.

3. The parcel to the north is owned by Scarbrough and Rolader Development, LLC; the parcels to the east are owned by Ms. Vivian Whitlock and Mr. Bobby McWilliams, and

the parcels to the south and west are owned by John Wieland Homes and Neighborhoods, Inc.

4. Each of the parcels being considered for annexation and rezoning is currently zoned A-R Agricultural Residential and designated as low-density residential on the county's land use plan.

5. City Council accepted the Applicant's Step One annexation application on August 7, 2008, authorizing the Applicant to work with City Staff and proceed with Step Two of the city's annexation process (Attachment "B").

6. The Applicant submitted their initial Step Two application shortly thereafter, which was deemed complete on September 16, 2008. At that time, Staff notified the Fayette County Board of Commissioners as well as the Fayette County Board of Education that we were in receipt of a complete annexation and rezoning application for property within unincorporated Fayette County.

7. In a letter dated October 3, 2008, the Fayette County Board of Education has indicated the proposed annexation will not impact the school system with additional students (Attachment "C").

8. At their meeting on October 9, 2008, the Fayette County Board of Commissioners voted unanimously to object to the proposed rezoning due to a lack of information pertaining to the proposed use and plans for the property (Attachment "D").

9. Staff forwarded additional information to the County on October 15 identifying uses that had been approved and those that were proposed within Wilksmoor Village (Attachment "E").

10. At their meeting on October 23, 2008, the Board of Commissioners voted unanimously to withdraw the formal objection that was made at the October 9 meeting (Attachment "F").

11. At their meeting on October 13, 2008, the Planning Commission voted unanimously to forward the proposed annexation to City Council with a recommendation that it be approved (Attachment "G").

Recommendation:

Previously, the majority of the land within Wilksmoor Village was located within unincorporated Fayette County. The proposed annexation of the Whitlock, Hardy, Kidd and Wilks Grove tracts, along with the previous annexation of the Wieland and Scarbrough tracts, would eliminate all unincorporated areas within Wilksmoor Village.

The property owners are requesting to be annexed into the city and maintain their current zoning and land use classifications. There are no immediate plans to develop the property. Should the property be sold or the owners decide to develop the property themselves, anything other than those uses permitted within the AR zoning district would require that the property be rezoned. At that time, City Staff and the Planning Commission would have the opportunity to review the proposal and then determine if it was appropriate in that particular location.

City Staff recommends that the proposed annexation and rezoning be approved as submitted subject to the following understandings and conditions:

1. The zoning designation for each tract shall be AR Agricultural Reserve.

2. The land use designation of the property shall be SFL single-family low-density residential until such time the property is developed.

3. Prior to any development plans being submitted, the property owners, developers or prospective purchasers shall meet with City Staff and the Planning Commission to determine if the proposed use is compatible, and the proposed zoning consistent with the surrounding development and zoning classifications of adjacent lots or future plans for Wilksmoor Village.

Step Two: Annexation request form

The following information is required in order to prepare a detailed analysis of the proposed annexation, a schematic master plan of the proposed development, and a more informed recommendation that will ultimately be considered by other governmental agencies, the Planning Commission and City Council.

A formal request is hereby being made to annex the following described property into the city limits of Peachtree City:

This request for annexation is being made for the following reasons:

I certify that I am the owner, or duly authorized agent of the owner, of the property described above, and that I have submitted all information and documents required to properly evaluate this request:

Owner (print): Vivian Whitlock Date: 6-20-08

Owner (signature): Vivian Whitlock

Agent (print): Scarbrough & Rolader Development Date: 6-20-08

Agent (signature): Donna Black for S&R Dev., LLC

To be completed by the City of Peachtree City:

This request, along with the required supplemental information and documents, has been properly submitted, and is hereby accepted for consideration by the Planning Commission and the City Council.

Date of acceptance: 09-16-08

Request number: 2008-33

City Planner: David E. Rast Date: 09-16-08

City Clerk: [signature] Date: 9-17-08

Public Hearing – Planning Commission: Date: 10-13-08

Public Hearing – City Council: Date: 11-06-08

Attachment "A"

Step Two: Annexation request form

The following information is required in order to prepare a detailed analysis of the proposed annexation, a schematic master plan of the proposed development, and a more informed recommendation that will ultimately be considered by other governmental agencies, the Planning Commission and City Council.

A formal request is hereby being made to annex the following described property into the city limits of Peachtree City:

This request for annexation is being made for the following reasons:

I certify that I am the owner, or duly authorized agent of the owner, of the property described above, and that I have submitted all information and documents required to properly evaluate this request:

Owner (print): Victor Hardy Date: 6/20/08

Owner (signature): [signature]

Agent (print): Scarbrough & Rolader Development Date: 6-20-08

Agent (signature): Donna Black for S&R Dev, LLC

To be completed by the City of Peachtree City:

This request, along with the required supplemental information and documents, has been properly submitted, and is hereby accepted for consideration by the Planning Commission and the City Council.

Date of acceptance: 09-16-08

Request number: 2008-33

City Planner: David E. Rast Date: 09-16-08

City Clerk: [signature] Date: 9-17-08

Public Hearing – Planning Commission: Date: 10-13-08

Public Hearing – City Council: Date: 11-06-08

Step Two: Annexation request form

The following information is required in order to prepare a detailed analysis of the proposed annexation, a schematic master plan of the proposed development, and a more informed recommendation that will ultimately be considered by other governmental agencies, the Planning Commission and City Council.

A formal request is hereby being made to annex the following described property into the city limits of Peachtree City:

This request for annexation is being made for the following reasons:

I certify that I am the owner, or duly authorized agent of the owner, of the property described above, and that I have submitted all information and documents required to properly evaluate this request:

Owner (print): Stephen D. Kidd Nancy M. Kidd Date: 6-20-08

Owner (signature): Stephen D. Kidd Nancy M. Kidd

Agent (print): Scarbrough & Rolader Developm Date: 6-20-08

Agent (signature): Donna HyBlack for Scarborough & Rolader Dev., LLC

To be completed by the City of Peachtree City:

This request, along with the required supplemental information and documents, has been properly submitted, and is hereby accepted for consideration by the Planning Commission and the City Council.

Date of acceptance: 09-16-08

Request number: 2008-33

City Planner: David E. Rast Date: 09-16-08

City Clerk: [signature] Date: 9-17-08

Public Hearing – Planning Commission: Date: 10-13-08

Public Hearing – City Council: Date: 11-06-08

Step Two: Annexation request form

The following information is required in order to prepare a detailed analysis of the proposed annexation, a schematic master plan of the proposed development, and a more informed recommendation that will ultimately be considered by other governmental agencies, the Planning Commission and City Council.

A formal request is hereby being made to annex the following described property into the city limits of Peachtree City:

This request for annexation is being made for the following reasons:

I certify that I am the owner, or duly authorized agent of the owner, of the property described above, and that I have submitted all information and documents required to properly evaluate this request:

Owner (print): Kent C. Williams Date: 7/7/08

Owner (signature): Kent C. Williams Sr.

Agent (print): Scarbrough & Rolader Development Date: 7-7-08

Agent (signature): Donna Black for S&R dev., LLC

To be completed by the City of Peachtree City:

This request, along with the required supplemental information and documents, has been properly submitted, and is hereby accepted for consideration by the Planning Commission and the City Council.

Date of acceptance: 09-16-08

Request number: 2008-33

City Planner: David E. Rast Date: 09-16-08

City Clerk: [signature] Date: 9-17-08

Public Hearing – Planning Commission: Date: 10-13-08

Public Hearing – City Council: Date: 11-06-08

STATEMENT REGARDING PROPOSED ANNEXATION

Victoria and Victor Hardy, Stephen and Nancy Kidd, Ms. Orville Whitlock, and Kent Williams, Sr. of the Wilkes Grove Baptist Church respectfully request the annexation of their properties into the City Limits of Peachtree City. The properties are as follows:

Hardy	Tax Parcel 0745 011.	9.133 acres
Kidd	Tax Parcel 0745 010	5.666 acres
Whitlock	Tax Parcel 0745 002	17.87 acres
Wilkes Grove	Tax Parcel 0735 011	2.331 acres
Total Acreage		35.00 acres

The eastern property lines of the Wilkes Grove Church Baptist Church property, the Kidd Property, and the Whitlock property are contiguous with the Peachtree City city limits. The Hardy property shares its eastern and southern property lines with the other properties above. The proximity of the properties to the city limits and the request by all land owners for annexation qualifies the properties for annexation via the "100% Rule". (See included survey and legal description by Rochester and Associates).

No change in zoning is requested with the annexation. The properties are zoned AR (Agricultural Residential) in Fayette County. The AR zoning classification in Peachtree City (Agricultural Reserve) will be equivalent to the existing zoning.

There are no major natural, geographic, or cultural features existing on the Hardy, Kidd, or Whitlock properties. The Wilkes Grove Baptist Church property includes a cemetery.

Public services currently available to the properties are Fayette County EMS, Fire and Police. The Hardy and Whitlock properties are vacant so no utility services are provided to these properties. Sewer is not available to any of the subject properties.

There are no public facilities on or near the properties or proposed for the properties.

The properties are not requesting rezoning so there are no development plans, feasibility studies, impact analyses, population projections, or other planning documents associated with the annexation request. There is no increase in development density or population proposed associated with this annexation.

The collective properties will gain access to the proposed MacDuff Parkway extension via a right of way across The Scarbrough Group's property. A cart path is being constructed along MacDuff Parkway which will provide access to these properties. Additionally, a portion of the greenbelt along MacDuff Parkway will be located on the Hardy property.

These properties will compliment the City land use plan by including the last unincorporated island of property on the west side of the City into the city limits. In the future, when the property is rezoned for a higher use, the City will have the opportunity to determine an appropriate use for the property as best fits with the adjacent uses.

It is appropriate to annex this property because it is an island of property surrounded by the City. Long range land use planning is outside the City purview as it currently stands. Additionally, the parcels cannot be efficiently or effectively served by emergency services due to poor access and the location that is not contiguous with the rest of the service area.

The annexation will affect the following:

a) The tax base will be increased by additional properties within the city limits
b) Public education will be unaffected as there are no development plans for the property at this time.
c) Police and fire protection will be provided in a more efficient manner since the properties are currently difficult for the Fayette Police and Fire to access. Police and Fire units must leave the unincorporated area and drive through Peachtree City to reach these properties in an island of unincorporated land.
d) EMS will be provided an a more efficient manner since the properties are currently difficult for the Fayette County EMS to access. EMS must leave the unincorporated area and drive through Peachtree City to reach these properties in an island of unincorporated land.
e) An access to the proposed MacDuff will be provided by the adjacent property owner to give access to these land locked parcels. In exchange, the Hardy property will provide an area of Greenbelt for MacDuff Parkway.
f) There is no proposed population increase so there will be no impact on utilities. However, the construction of and access to MacDuff Parkway will provide access to City sewer and water if desired for the future.
g) No development is proposed so there will be no impact on environmental protection.
h) There is no effect on recreational programs.
i) Annexation of these parcels will provide the opportunity for the City to plan how these parcels will complete an overall development plan for the area.

LEGAL DESCRIPTION

Hardy/ Kidd/ Whitlock/ Wilkes Grove Baptist Church

Whitlock Property

All that tract or parcel of land lying and being in Land Lot 166 of the 7th District, Fayette County, Georgia, and being more particularly described as follows:

BEGINNING at the common land lot corner of Land Lots 155, 156, 166, and 167 of the 7th District; Thence S 00°05'08" E along the common line of Land Lots 156 and 166 which is the line coincident with the Fayette County/Peachtree City boundary line for a distance of 224.64' to a point; Thence S 00°05'08" E for a distance of 608.28' to a point being the TRUE POINT OF BEGINNING: Thence S 00°05'08" E for a distance of 905.17' to a 3" iron rod; Thence S 89°51'29" W for a distance of 872.66' to a 3" iron rod; Thence N 00°20'55" W for a distance of 142.69' to a point; Thence N 00°20'17"W for a distance of 732.07 to a point; Thence N 87°52'14"E for a distance of 457.48' to a point; Thence N87°52'14"E for a distance of 419.62' returning to the TRUE POINT OF BEGINNING.

Said tract consisting of 17.870

Hardy Property

All that tract or parcel of land lying and being in Land Lot 166 of the 7th District, Fayette County, Georgia, and being more particularly described as follows:

BEGINNING at the common land lot corner of Land Lots 155, 156, 166, and 167 of the 7th District; Thence S 00°05'08" E along the common line of Land Lots 156 and 166 which is the line coincident with the Fayette County/Peachtree City boundary line for a distance of 224.64' to a point; Thence S00°05'08" E for a distance of 608.28' to a point; Thence S 00°05'08" E for a distance of 905.17' to a 3" iron rod; Thence S 89°51'29" W for a distance of 872.66' to a 3" iron rod; Thence N 00°20'55" W for a distance of 142.69' to a point; Thence N 00°20'17"W for a distance of 732.07 to a point being the RUE POINT OF BEGINNING; Thence N 00°20'17" W for a distance of 862.94' to a ¾" pin found; Thence S 89°27'40" W for a distance of 466.12' to a ¾" pin found; Thence S 00°47'18"W for a distance of 593.41' to a point; Thence S 87°52'14" W for a distance of 457.48' returning to the TRUE POINT OF BEGINNING.

Said tract consisting of 9.133 acres.

Stephen D. Kidd Property

All that tract or parcel of land lying and being in Land Lot 166 of the 7th District, Fayette County, Georgia, and being more particularly described as follows:

BEGINNING at the common land lot corner of Land Lots 155, 156, 166, and 167 of the 7th District; Thence S 00°05'08" E along the common line of Land Lots 156 and 166 which is the line coincident with the Fayette County/Peachtree City boundary line for a distance of 224.64' to a point being the TRUE POINT OF BEGINNING; Thence S 00°05'08" E for a distance of 608.28' to a point; Thence S 87°52'14"W for a distance of 419.62' to a point; Thence N 00°47'18" W for a distance of 593.41' to a point; Thence N 87°41'35" E for a distance of 218.22' to a point; Thence S 26°17'51"E for a distance of 29.62' to a point; Thence N 62°35'26"E for a distance of 96.74' to a point Thence N 87°41'35"E for a distance of 93.29 returning to the TRUE POINT OF BEGINNING.

Said tract containing 5.666 acres

Wilkes Grove Baptist Church

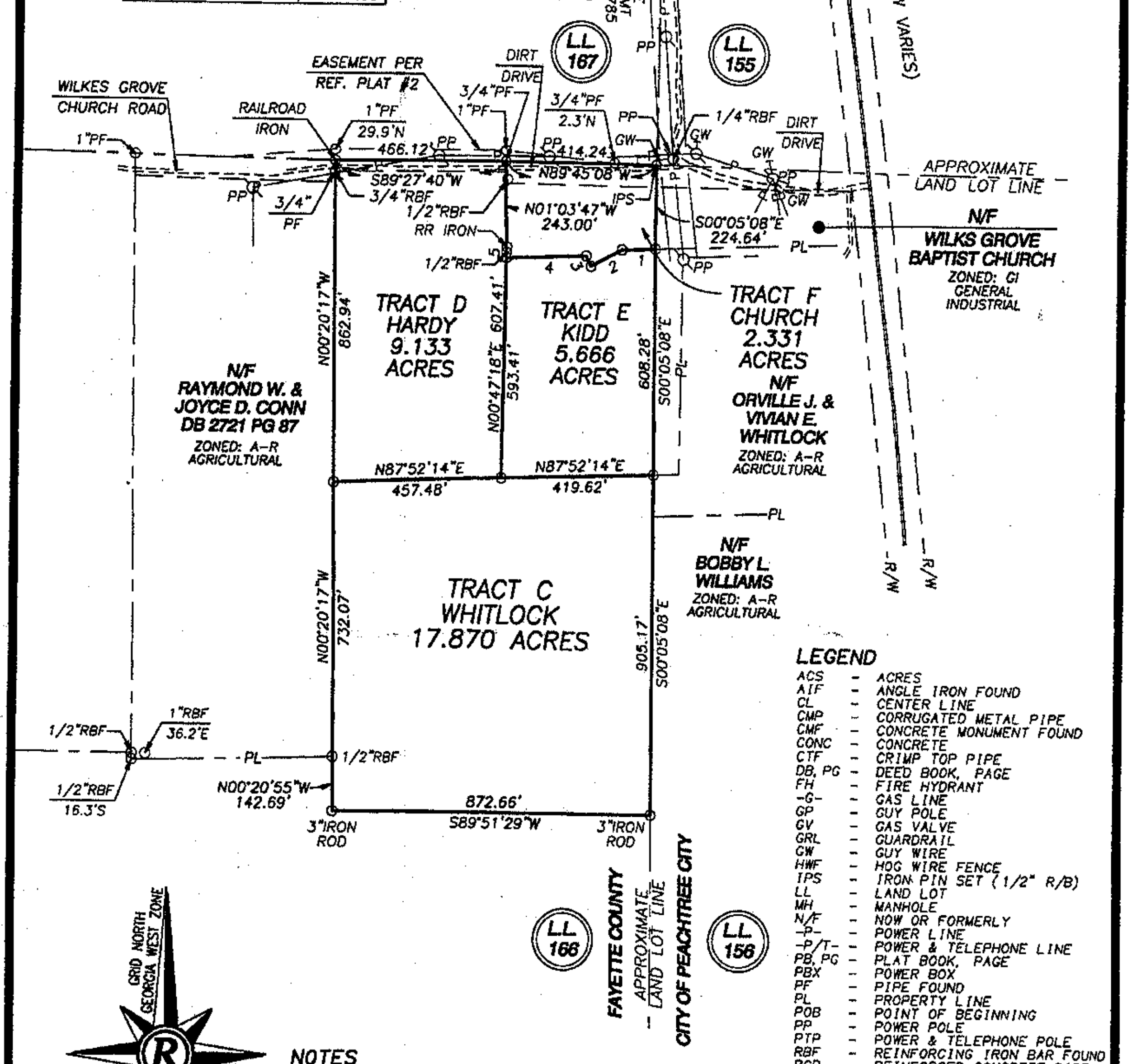
All that tract or parcel of land lying and being in Land Lot 166 of the 7th District, Fayette County, Georgia, and being more particularly described as follows:

BEGINNING at the common land lot corner of Land Lots 155, 156, 166, and 167 of the 7th District; Thence S 00°05'08" E along the common line of Land Lots 156 and 166 which is the line coincident with the Fayette County/Peachtree City boundary line for a distance of 224.64' to a point; Thence S 87°41'35"W for a distance of 93.29' to a point; Thence S 62°35'26" W for a distance of 96.74' to a point; Thence N 26°17'51"W for a distance of 29.62' to a point; Thence S 87°41'35'W for a distance of 218.22' to a point;
Thence S 00°47'18" W for a distance of 14.00' to a point; Thence N 01°03'47"W for a distance of 243.00' to a point; Thence S 89°45'08" E for a distance of 414.24 to a point being the POINT OF BEGINNING.

Said tract containing 2.331 acres

LINE CALL TABLE

LINE	BEARING	DISTANCE
1	S87°41'35"W	93.29'
2	S62°35'26"W	96.74'
3	N26°17'51"W	29.62'
4	S87°41'35"W	218.22'
5	N00°47'18"E	14.00'



LEGEND

ACS	-	ACRES
AIF	-	ANGLE IRON FOUND
CL	-	CENTER LINE
CMP	-	CORRUGATED METAL PIPE
CMF	-	CONCRETE MONUMENT FOUND
CONC	-	CONCRETE
CTF	-	CRIMP TOP PIPE
DB, PG	-	DEED BOOK, PAGE
FH	-	FIRE HYDRANT
-G-	-	GAS LINE
GP	-	GUY POLE
GV	-	GAS VALVE
GRL	-	GUARDRAIL
GW	-	GUY WIRE
HWF	-	HOG WIRE FENCE
IPS	-	IRON PIN SET (1/2" R/B)
LL	-	LAND LOT
MH	-	MANHOLE
N/F	-	NOW OR FORMERLY
-P-	-	POWER LINE
-P/T-	-	POWER & TELEPHONE LINE
PB, PG	-	PLAT BOOK, PAGE
PBX	-	POWER BOX
PF	-	PIPE FOUND
PL	-	PROPERTY LINE
POB	-	POINT OF BEGINNING
PP	-	POWER POLE
PTP	-	POWER & TELEPHONE POLE
RBF	-	REINFORCING IRON BAR FOUND
RCP	-	REINFORCED CONCRETE PIPE
R/W	-	RIGHT OF WAY
SF	-	SQUARE FEET
TBX	-	TELEPHONE BOX
-T-	-	TELEPHONE LINE
UGP	-	UNDERGROUND POWER
UGT	-	UNDERGROUND TELEPHONE
WV	-	WATER VALVE

NOTES

1. THE FIELD DATA DATED 04/05/06 - 04/19/06 UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 15000 FEET AND AN ANGULAR ERROR OF 01 SECONDS PER ANGLE AND WAS ADJUSTED USING THE COMPASS RULE. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100000 FEET. TOPCON GTS-313 WAS USED FOR ANGULAR AND LINEAR MEASUREMENTS.

2. THIS PLAT IS FOR THE EXCLUSIVE USE OF THE ENTITIES SHOWN HEREON; ANY USE BY THIRD PARTIES IS AT THEIR OWN RISK.

3. THIS PLAT IS NOT FOR TRANSFER OF TITLE OR RECORDING. TRACTS C, D, E & F ARE PER DEED INFORMATION ONLY. NO FIELD SURVEY PERFORMED ON THESE TRACTS.

GEORGIA REGISTERED No. 3133 LAND SURVEYOR LINDA KUBICSKO

GRAPHIC SCALE

0' 50' 100' 200'

JOB NO: A205030.DUE-3907

SHEET	OF
1	1

DATE: 9/04/2008
SCALE: 1" = 100'
FILE# ANNEX-REV2
JOB# A205030.DUE
DRAWN BY MAD

ANNEXATION PLAT
FOR :
WEST VILLAGE
WHITLOCK, HARDY, KIDD & CHURCH TRACTS
LOCATED IN
LAND LOT 166
7th DISTRICT
FAYETTE COUNTY, GEORGIA

Rochester & Associates, Inc.
286 Highway 314, Suite A • Fayetteville, Georgia 30214
(770)716-8123 (770)716-8124 Fax • www.rochester-assoc.com

ADJACENT PROPERTY OWNERS
WITHIN 200'

John Wieland Homes and Neighborhoods, Inc
4125 Atlanta Rd, SE
Smyrna, GA 30080
Property zoned LUR

The Scarbrough Group
270 North Jeff Davis Dr
Fayetteville, GA 30214
Property zoned LUR

Orville and Vivian Whitlock
225 Valleyview Rd
Peachtree City, 30269
Property zoned General Industrial (GI)

Bobby McWilliams
3 Meadow Way
Sharpsburg, GA 30277
Property zoned General Industrial (GI)

APPROVED EXCERPT FROM MINUTES
CITY COUNCIL MEETING

August 7, 2008

08-08-02 Public Hearing – Consider Step 1 Annexation Request, Hardy / Kidd / Whitlock / Wilksgrove Tracts

Bob Rolader of Scarborough and Rolader, agent for the property owners, said this could be considered a housekeeping issue because the parcels were part of an existing unincorporated island. Rolader said his firm had no contract on the property and no interest other than cleaning up the island. The request would be to bring the property in at its existing AR Agricultural Reserve zoning.

Robert Brown said that, if there were a case for considering annexation, this appeared to be one.

Lynda Wojcik spoke against the request because the applicants were not specifying a zoning, and the City should know what would be done in the future when it annexed a piece of property.

Phyllis Aguayo said, while she liked the idea of bringing in property at the same zoning as it was in the County, AR was a holding category that would eventually be zoned to something else. The effort had always been to annex with zoning to assure what was going to happen on the site. She felt that, without that, there should be limits put on what could be developed, even if the zoning was not set at the time of annexation.

Beth Pullias said she was not necessarily against the annexation, but she attended the Atlanta Christian College task force meeting at which a Wieland representative said the land was being sold. She asked why it had not been annexed with the other properties.

Rolader said that, after speaking with the applicants, there were currently no contracts or offers on the property. The McWilliams property, already in the city, was the only one in play.
Haddix said that, at this point, it was appropriate to annex the property. Boone said he did not have a problem with approving Step 1.

Haddix moved to approve the Step 1 Annexation Request. Boone seconded. Motion carried unanimously.

Attachment "B"

FAYETTE COUNTY BOARD OF EDUCATION

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

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

Dr. John D. DeCotis, EdD
Superintendent

"Where Excellence Counts"

October 3, 2008

Peachtree City Planning Department
Att: David Rast, ASLA
153 Willowbend Road
Peachtree City, Ga. 30269

Subject: Request from Scarbrough & Rolader Development, LLC to annex and rezone the Hardy/Kidd/Whitlock/Wilksgrove tracts (total of 35.001 acres) from unincorporated Fayette County into the city limits of Peachtree City.

The Fayette County Board of Education Facilities Planning Division has reviewed the above listed request for rezoning and is providing the information listed below.

If this application is approved, school system data shows it will not impact the school system with additional students.

I hope this information will be beneficial in your deliberations for this rezoning request and I ask that you notify me of the outcome.

Sincerely,

John D. DeCotis

Dr. John DeCotis

RECEIVED OCT 9 2008

Attachment "C"

Fayette County
GEORGIA

RECEIVED
OCT 14 2008
PEACHTREE CITY
CITY HALL

October 10, 2008

Mr. Bernie McMullen
City Manager
151 Willowbend Road
Peachtree City, GA 30269

Dear Bernie,

At the Board of Commissioners meeting of October 9th, the Board discussed at length Peachtree City's request for annexation of the unincorporated island consisting of 35.001 acres fronting on Wilkes Grove Road. After this discussion, the Board voted unanimously to object to the request due to lack of information regarding the intended use and plans for the property specifically from the perspective of density of future development.

It should be noted that the Board does not fundamentally object to Peachtree City's right to annex property. The primary concern expressed by the Board is that they would like additional information regarding the future development plans for this parcel in order to make an informed decision.

In effort to resolve this matter, please forward any additional information the City may have regarding the development of this parcel. As you are aware, issues surrounding the development of the West Village have historically been an area of concern for the County from a perspective of density.

Please feel free to contact me regarding this matter.

Sincerely,

Jack J. Krakeel
Interim County Administrator

cc. Board of Commissioners

Attachment "[

PEACHTREE CITY
PLAN TO STAY™

PLANNING DEPARTMEN
153 WILLOWBEND ROAD
PEACHTREE CITY, GA 3026
PHONE: 770-487-5731
FAX: 770-631-2552
WWW.PEACHTREE-CITY.ORG

October 15, 2008 ***SENT VIA CERTIFIED MAIL***

Mr. Jack J. Krakeel
Fayette County Interim County Administrator
140 Stonewall Avenue, Suite 100
Fayetteville, GA 30214

SUBJECT: Proposed annexation of Hardy/ Kidd/ Whitlock/ Wilks Grove tracts
Response to County objection

Dear Jack:

This letter is in response to your letter (dated October 10, 2008) regarding the vote of the Board of Commissioners to object to the annexation of the referenced property. It is our understanding this objection was based on the fact it was unclear what the city's intentions were for these tracts of land.

As identified within the annexation application we forwarded to you on September 16, 2008, there are no development plans for the subject property. The Applicant, Scarbrough & Rolader Development, LLC, is representing the property owners in their attempt to annex the property into the city limits of Peachtree City. The Applicant does not have a contract on these tracts of land and has indicated they do not intend to purchase the property for development. They are merely acting as the Agent for the individual property owners in an attempt to remove the last remaining unincorporated island within Wilksmoor Village.

In our conversations with the property owners, they have indicated they have no plans, immediate or otherwise, to develop their property. They did inform us they have had conversations in the past with a representative from John Wieland Homes and Neighborhoods (JWH&N) about the potential of selling the property, but we are not aware of any contract negotiations at this time. In short, the City is not aware of any immediate plans for the development of the property, nor has there been any indication of any future development plans for the property.

As a part of their study of an 89-acre tract of land owned by JWH&N, a Council-appointed citizen task force developed a plan not only for the 89-acre tract, but also for the property being proposed for annexation and two additional tracts of land within Wilksmoor Village. I have attached a copy of this plan, which also includes the proposed JWH&N development on the property that was recently annexed into the city. The intent of this exercise was to develop a long-range master plan for the remaining property within Wilksmoor Village. This plan identified a combination of single-family residential and office uses on the property being proposed for annexation, as well as a potential site for Atlanta Christian College. While that plan was prepared by the citizen task force, no aspect of that plan as it pertains to the potential annexation is being sought or even discussed at this time. I am providing this information to you only to fully apprise you of previous discussions regarding the property being proposed for annexation.

As a part of their annexation application, the Applicant is requesting that the zoning of the Hardy, Kidd, Whitlock and Wilks Grove tracts be changed from A-R Agricultural Residential (Fayette County) to AR Agricultural Reserve (Peachtree City) and that the land use designation be changed from Low density residential (Fayette County) to SFL Single-family low density residential (Peachtree City). Again, there are no immediate development plans for these tracts of land.

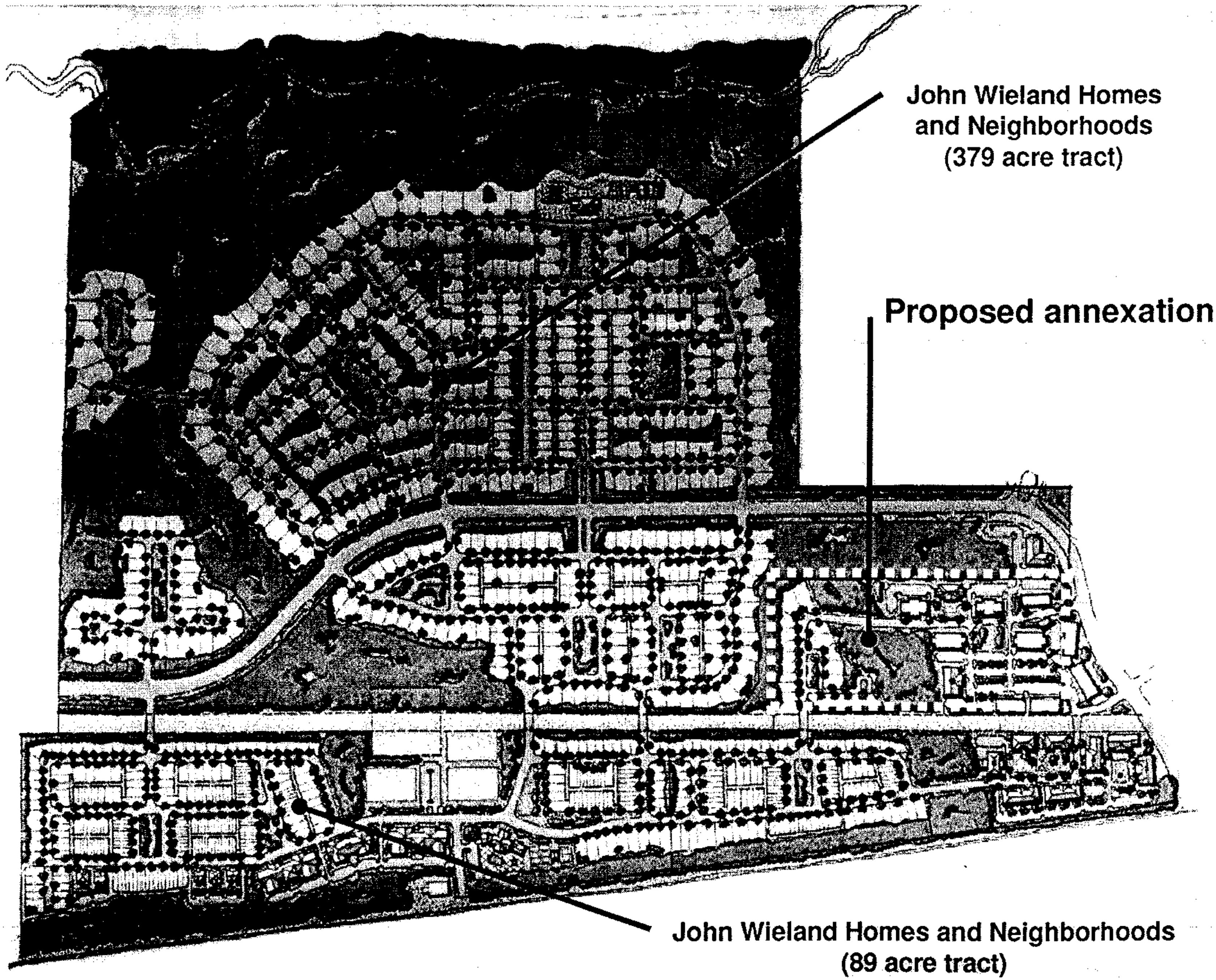
I will be happy to meet with you and your Staff, as well as the Board of Commissioners, to review this information if needed. Should you have any questions, please do not hesitate to contact me at (770) 487-5731.

Sincerely,

David E. Rast

David E. Rast, ASLA
City Planner/ Zoning Administrator

cc: *Mayor and Council Members*
Planning Commission
Directors and Chiefs
City Attorney
Dr. John DeCotis — *Fayette County Board of Education*
Donna Black — *Scarbrough and Rolader Development, LLC*
file


John Wieland Homes
and Neighborhoods
(379 acre tract)
Proposed annexation
John Wieland Homes and Neighborhoods
(89 acre tract)

BOARD OF COMMISSIONERS
Jack Smith, Chairman
Herb Frady, Vice-Chairman (absent)
Robert Horgan
Eric Maxwell
Peter Pfeifer

★

STAFF
Jack Krakeel, Interim County Administrator
Scott Bennett, County Attorney
Carol Chandler, Executive Assistant
Karen Morley, Chief Deputy Clerk
Floyd Jones, Deputy Clerk

★

MEETING LOCATION
Public Meeting Room
Administrative Complex
140 Stonewall Avenue
Fayetteville, GA 30214

★

MEETING TIMES
2nd and 4th Thursday each month at 7:00 pm

★

COMMISSION OFFICE
Administrative Complex
Suite 100
140 Stonewall Avenue
Fayetteville, GA 30214
Phone: (770) 305-5200
Fax: (770) 305-5210

★

WEB SITE
www.fayettecountyga.gov

★

E-MAIL
administration@fayettecountyga.gov

Action Agenda

Board of Commissioners
October 23, 2008
7:00 P.M.

Chairman Smith called the meeting to order.
Commissioner Pfeifer offered the Invocation.
Pledge of Allegiance.

ACCEPTANCE OF AGENDA: COMMISSIONER HORGAN MADE A MOTION TO ACCEPT THE AGENDA AS PRESENTED. COMMISSIONER PFEIFER SECONDED THE MOTION. THE MOTION CARRIED 4-0. COMMISSIONER FRADY WAS ABSENT.

PUBLIC HEARING:

A. Consideration of proposed amendments to the Fayette County Zoning Ordinance regarding Article VII. Conditional Uses, Exceptions, and Modifications, Section 7-1. Conditional Use Approval, B. Conditional Uses Allowed, 23. Home Occupation and Article VI. District Use Requirements, Section 6-17. O-I, Office-Institutional District, D. Conditional Uses; Section 6-18. C-C, Community Commercial District, B. Permitted Uses and C. Conditional Uses; Section 6-19. C-H, Highway Commercial District, B. Permitted Uses and C. Conditional Uses; Section 6-21. M-1, Light Industrial District, C. Conditional Uses; and Section 6-22. M-2, Manufacturing and Heavy Industrial District, C. Conditional Uses as presented by the Planning and Zoning Department. The Planning Commission recommended approval (5-0). This item was tabled from the September 25, 2008 Commissioners' meeting.

COMMISSIONER HORGAN MADE A MOTION TO APPROVE THE AMENDMENTS TO THE FAYETTE COUNTY ZONING ORDINANCE REGARDING ARTICLE VII. CONDITIONAL USES, EXCEPTIONS, AND MODIFICATIONS, SECTION 7-1. CONDITIONAL USE APPROVAL, B. CONDITIONAL USES ALLOWED, 23. HOME OCCUPATION AND ARTICLE VI. DISTRICT USE REQUIREMENTS, SECTION 6-17. O-I, OFFICE-INSTITUTIONAL DISTRICT, D. CONDITIONAL USES; SECTION 6-18. C-C, COMMUNITY COMMERCIAL DISTRICT, B. PERMITTED USES AND C. CONDITIONAL USES; SECTION 6-19. C-H, HIGHWAY COMMERCIAL DISTRICT, B. PERMITTED USES AND C. CONDITIONAL USES; SECTION 6-21. M-1, LIGHT INDUSTRIAL DISTRICT, C. CONDITIONAL USES; AND SECTION 6-22. M-2, MANUFACTURING AND HEAVY INDUSTRIAL DISTRICT, C. CONDITIONAL USES AS PRESENTED BY THE PLANNING AND ZONING DEPARTMENT THAT WILL BE KNOWN AS ORDINANCE NO. 2008-09. THE MOTION CARRIED 4-0. COMMISSIONER FRADY WAS ABSENT.

B. Consideration of Petition No. 1211-08, J. Neil and T. Kay Davis, Owners/Agents, request to rezone 2.469 acres from R-70 to O-I to develop uses allowed under the O-I zoning district. This property is located in Land Lot 127 of the 5th District and fronts on S.R. 54 West. Staff recommended denial. The Planning Commission recommended denial (5-0).

CHAIRMAN SMITH ANNOUNCED THAT THE BOARD HAD RECEIVED A WRITTEN REQUEST FROM THE PETITIONER TO POSTPONE THIS ITEM TO THE NOVEMBER 13, 2008 BOARD MEETING BECAUSE THERE WAS NOT A FULL FIVE MEMBER BOARD PRESENT.

C. Consideration of Petition No. 1212-08, J. Neil and T. Kay Davis, Owners/Agents, request to rezone 4.437 acres from C-C Conditional to C-C to lift the current conditions; also to use the Old Mill structure for a corn grist mill in its historical context; and to allow the uses in the C-C Zoning District; and consideration of Petition No. RP-043-08 to change the use of Lot 1 of Crystal Lake Estates consisting of 2.334 acres (part of the 4.437 acres) from a single-family dwelling to the uses allowed in the C-C Zoning District. This property is located in Land Lot 127 of the 5th District and fronts on S.R. 54 West and Old Mill Court. Staff recommended approval with three (3) conditions. The Planning Commission voted to approve subject to recommended condition #1 being amended to exclude more uses and recommended conditions #2 and #3 as submitted by staff (3-2). No action was taken on RP-043-08 based on the vote for denial of Petition No. 1212-08.

CHAIRMAN SMITH ANNOUNCED THAT THE BOARD HAD RECEIVED A WRITTEN REQUEST FROM THE PETITIONER TO POSTPONE THIS ITEM TO THE NOVEMBER 13, 2008 BOARD MEETING BECAUSE THERE WAS NOT A FULL FIVE MEMBER BOARD PRESENT.

PUBLIC COMMENT:

Jerry Williford: Jerry Williford, Old Mill Court, Fayetteville thanked the planning and zoning staff for all of their professionalism in providing information and answering questions relating to the Davis' rezoning applications.

Mrs. Stewart Barnes: Mrs. Steward Barnes, Lakeview Court, Fayetteville remarked that she was opposed to the three petitions filed by the Davis family.

Angela Hinton Fonda: Angela Hinton Fonda , Westbridge Subdivision, commented on an item under Old Business on tonight's agenda regarding the County's Purchasing Card Policy. She asked the Board to consider further changes.

Teresa Joiner: Teresa Joiner, Old Mill Court, Fayetteville thanked the Board and Staff for informing the residents of Crystal Lake Subdivision that the rezoning petitions listed tonight were going to be postponed to November 13th.

J.D. Holmes: J.D. Holmes, Old Mill Court, Fayetteville remarked that he and other residents of Crystal Lake Subdivision have spoken to Mr. and Mrs. Davis about their rezoning request and it was not this Board's responsibility to increase their property values by rezoning their property.

CONSENT AGENDA: COMMISSIONER HORGAN MADE A MOTION TO APPROVE CONSENT AGENDA ITEM NOS. 1, 2, 3, 4 AND 5 AS PRESENTED. COMMISSIONER PFEIFER SECONDED THE MOTION. THE MOTION CARRIED 4-0. COMMISSIONER FRADY WAS ABSENT.

1. Approval of staff's recommendation to enter into an intergovernmental agreement with the City of Fayetteville for street resurfacing.

2. Approval of staff's recommendation to adopt Resolution No. 2008-15 authorizing the submission of a grant application for Kenwood Park Walking Trail Project to the Department of Natural Resources for the Recreational Trails Program.

3. Approval of staff's recommendation to award Proposal #P682 to low bidder Sports Turf Company, Inc. for the McCurry Park Track Resurfacing and Striping Project in the amount of $65,051.

4. Approval of staff's recommendation to award Bid #683 to low bidder Johnson Sewer, Pipeline & Demolition, Inc. for clearing and grubbing along Snead Road in the amount of $23,900.

5. Approval of minutes for the Board of Commissioners' meetings held on September 25, 2008, October 1, 2008 and October 9, 2008.

OLD BUSINESS:

D. Discussion of staff's recommendation to expand the revised Purchasing Card Program to all County departments and adopt the final draft of the Purchasing Card Policy.

COMMISSIONER MAXWELL MADE A MOTION TO FULLY IMPLEMENT THE REVISED PURCHASING CARD PROGRAM FOR ALL COUNTY DEPARTMENTS AND TO ADOPT THE FINAL DRAFT OF THE PURCHASING CARD POLICY AS PRESENTED. COMMISSIONER HORGAN SECONDED THE MOTION. THE MOTION CARRIED 4-0. COMMISSIONER FRADY WAS ABSENT.

ADMINISTRATOR'S REPORT:

UPDATE OF THE DIRECT DEPOSIT PROGRAM FOR COUNTY EMPLOYEES: Interim County Administrator Jack Krakeel updated the Board on the Direct Deposit Program for County Employees' paychecks. He said the County was now at 100% full participation in this program and commended the Human Resources Staff for being diligent in following up with employees to accomplish this goal. He also noted that every County employee could now access their personal payroll information through a secure location on the County website and at some time in the near future he will recommend discontinuation of issuance of actual pay stubs which would result in a significant savings for the County in terms of time and materials. He remarked that there had been a very favorable response from County employees on the accessing their information.

ATTORNEY'S REPORT:

CONTRACT CHANGE ORDER AND THREE REIMBURSEMENT AGREEMENTS RELATING TO THE WIDENING OF JIMMY MAYFIELD BOULEVARD: County Attorney Scott Bennett asked for Board consideration to authorize the Chairman to execute a Contract Change Order for Southeastern Site Development in the total amount of $157,926.50 and three Reimbursement Agreements for Coweta-Fayette EMC, Georgia Power Company and AT&T each in the amount of $14,743.33; for the purpose of modifying the location of Jimmy Mayfield Boulevard to avoid the relocation of three utilities.

COMMISSIONER HORGAN MADE A MOTION TO AUTHORIZE THE CHAIRMAN TO EXECUTE A CONTRACT CHANGE ORDER IN THE TOTAL AMOUNT OF $157,926.50 AND THREE REIMBURSEMENT AGREEMENTS FOR COWETA-FAYETTE EMC, GEORGIA POWER COMPANY AND AT&T EACH IN THE AMOUNT OF $14,743.33 IN REGARD TO THE WIDENING OF JIMMY MAYFIELD BOULEVARD. COMMISSIONER MAXWELL SECONDED THE MOTION. THE MOTION CARRIED 4-0. COMMISSIONER FRADY WAS ABSENT.

STAFF REPORTS:

UPDATE ON THE 911 PRACTITIONER PROGRAM: Interim Public Safety Director Allen McCullough updated the Board on the 911 Practitioner Program and said this Program was recognized in the official National Publication of the Amateur Radio Association and he presented this article to the Board.

BOARD REPORTS:

COMMISSIONER MAXWELL: Commissioner Maxwell commented on the motion he made at the October 9th Commission meeting that had passed unanimously to file an objection to the annexation of property by the Peachtree City Council concerning property off Wilkes Grove Church Road. He said his objection at that time was based on not having enough information. He noted that since that time, he had made contact with the applicant and had spoken to the City Manager of Peachtree City and his concerns had been addressed.

COMMISSIONER MAXWELL MADE A MOTION TO WITHDRAW THE FORMAL OBJECTION OF THE BOARD OF COMMISSIONERS THAT WAS MADE AT THE OCTOBER 9TH MEETING OPPOSING THE ANNEXATION OF PROPERTY BY THE PEACHTREE CITY COUNCIL CONCERNING PROPERTY OFF WILKES GROVE CHURCH ROAD. COMMISSIONER HORGAN SECONDED THE MOTION. THE MOTION CARRIED 4-0. COMMISSIONER FRADY WAS ABSENT.

COMMISSIONER MAXWELL: Commissioner Maxwell remarked that Sheriff Randall Johnson would be retiring after 32 years of excellent service and he would like to formally recognize the Sheriff.

COMMISSIONER MAXWELL MADE A MOTION TO FORMALLY RECOGNIZE SHERIFF RANDALL JOHNSON FOR HIS 32 YEARS OF SERVICE TO FAYETTE COUNTY. COMMISSIONER HORGAN SECONDED THE MOTION. THE MOTION CARRIED 4-0. COMMISSIONER FRADY WAS ABSENT.

EXECUTIVE SESSION: Interim County Administrator Jack Krakeel requested an Executive Session to discuss an item of real estate acquisition.

Chairman Smith requested an Executive Session to discuss a personnel matter.

COMMISSIONER HORGAN MADE A MOTION TO ADJOURN TO EXECUTIVE SESSION TO DISCUSS REAL ESTATE ACQUISITION AND PERSONNEL MATTERS. COMMISSIONER PFEIFER SECONDED THE MOTION. THE MOTION CARRIED 4-0. COMMISSIONER FRADY WAS ABSENT.

COMMISSIONER HORGAN MADE A MOTION TO ADJOURN THE EXECUTIVE SESSION AND RETURN TO OPEN SESSION. COMMISSIONER PFEIFER SECONDED THE MOTION. THE MOTION CARRIED 4-0. COMMISSIONER FRADY WAS ABSENT.

COMMISSIONER HORGAN MADE A MOTION TO AUTHORIZE THE CHAIRMAN TO EXECUTE THE EXECUTIVE SESSION AFFIDAVIT AFFIRMING THAT REAL ESTATE ACQUISITION AND PERSONNEL MATTERS WERE DISCUSSED IN EXECUTIVE SESSION. COMMISSIONER PFEIFER SECONDED THE MOTION. THE MOTION CARRIED 4-0. COMMISSIONER FRADY WAS ABSENT.

ADJOURNMENT: **COMMISSIONER HORGAN MADE A MOTION TO ADJOURN THE MEETING AT 8:45 P.M. COMMISSIONER PFEIFER SECONDED THE MOTION.THE MOTION CARRIED 4-0. COMMISSIONER FRADY WAS ABSENT.**

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Karen Morley, Chief Deputy Clerk

UNAPPROVED EXCERPT OF MINUTES
PLANNING COMMISSION MEETING
October 13, 2008

PH-08-10 **Request to annex and rezone 35.001-acre tract from unincorporated Fayette County into city limits of Peachtree City (Hardy/ Kidd/ Whitlock/ Wilks Grove tracts).**

Mr. Rast explained this annexation and rezoning request for four individual parcels located within unincorporated Fayette County and known as the Whitlock (17.87 acres), Hardy (9.133 acres), Kidd (5.666 acres), and Wilks Grove (2.331 acres) tracts. This property was to the south and west of the property included in the initial annexation and rezoning application from John Wieland Homes (JWH) several months ago. Combined, the four parcels totaled 35.001 acres. He noted that the parcels were currently zoned A-R Agricultural Residential under the Fayette County Zoning Ordinance and designated as low-density residential on the county's land use plan. If annexed into the city, Staff's recommendation was that they be zoned AR Agricultural Reserve and designated SFL single-family low density. Mr. Rast stated that each of the property owners had indicated there were no development plans for the property at this time.

Mr. Rast further stated that City Council had reviewed the Step One application and had authorized the Applicant to move forward. If approved, this annexation would remove an unincorporated island within Wilksmoor Village and bring all of the parcels into Peachtree City. Staff's recommendation was that the annexation and rezoning be approved as submitted with three proposed conditions:

1. The zoning designation of each tract shall be AR Agricultural Reserve until such time the property is developed.
2. The land use designation of the property shall be SFL single-family low-density residential until such time the property is developed.
3. Prior to any development plans being submitted, the property owners, developers or prospective purchasers shall meet with City Staff and the Planning Commission to determine if the proposed use is compatible with the surrounding development or future plans for Wilksmoor Village.

Mr. Rast pointed out that as the city had developed, a significant number of tracts were zoned AR until development caught up with those areas. Staff supported this zoning for these tracts until they had an opportunity to determine the best use for them.

Ms. Donna Black of Scarbrough and Rolader Development, LLC was in attendance to present their annexation and rezoning request. It was noted that she was acting as the Agent for the property owners and did not own the property. She stated that she was representing Victoria and Victor Hardy, Steve and Nancy Kidd, Mrs. Orville Whitlock, and the Wilks Grove Baptist Church. Since all of the property owners were applicants, they were requesting annexation under the 100 percent rule.

Ms. Black stated that they felt this proposal was in the best interests of the city for the following reasons:

- It would remove the small island and give the City the opportunity to rezone the property in the future as appropriate for Wilksmoor Village;
- It would increase the city's tax base;
- Public education would be unaffected because the property was not being rezoned at this time;
- There would be no population increase at this time, an issue that would be addressed at the time of rezoning; and
- There would be no effect on the recreational programs.

Ms. Black noted that access to these parcels from MacDuff Parkway would be provided from the Hardy property. Mr. Hardy and Mr. Scarbrough, the adjacent property owner, had entered into an agreement to that effect. Ms. Black added that the Hardy's, Kidd's, and Whitlock's were actually one family; and it was anticipated these parcels would be developed together or at least with a master plan.

She also pointed out that this proposal would help the property owners in that they were currently served by Fayette County EMS and Fire which did not allow for quick response time in case of an emergency.

No one else spoke in favor of the proposed annexation and rezoning.

Ms. Lynda Wojcik of Taberon Road in Peachtree City was not necessarily opposed to the proposal but she did not see the reasoning behind doing it at this time. She felt it was obvious the property owners intended to eventually develop the property and she thought it would be better to annex the property at that time so that the City would have more control over how the property would be developed. She also did not think there would be much of an impact on the tax base if the property were not annexed at this time.

Ms. Phyllis Aguayo of Stonington Drive said that she also thought this annexation was premature. Since so much about development in this area was currently unknown, she did not think it would benefit the city to annex the property at this time.

The Chairman closed the public hearing at 7:18 p.m.

Mr. Mullin asked Mr. Rast to explain the advantages and/or disadvantages to leaving this island in the county surrounded by city property, other than the one that was mentioned relative to emergency services.

Mr. Rast stated that one of the advantages was that if the property was located in the city, the City would have some control over how it was developed. He felt it would be beneficial to have this property in the city as planning for the development in Wilksmoor Village was completed. He noted that there were four property owners and the property could potentially be developed three different ways. He added that the Wilks Grove portion of this annexation proposal was a cemetery and would more than likely remain undeveloped. It was possible that the land could be developed in a way that would not blend in with what had been done or was approved in Wilksmoor. Mr. Rast added that this property had not been developed up until now but he also noted that prior to the current time, MacDuff Parkway and the other development in that area did not exist and had not been approved.

Mr. Mullin also asked about whether there would sewer or septic service in this area. Mr. Rast stated that if the property remained in the county, it would be septic. If it was annexed into Peachtree City, it would be on sanitary sewer.

Mr. Mullin thought it was important to have control over how this property would be developed. He also wanted to confirm that development on the property would require Planning Commission approval. Mr. Rast confirmed that was correct.

Ms. Wojcik reiterated her opinion that the City would receive no benefit from annexing this property at this time. She noted that annexation should benefit the city, not the landowners. She thought the only reason the owners wanted to bring it into the city at this time was for marketing purposes.

Mr. Rast clarified that the minimum lot size in AR was one acre, not five as had been stated earlier. Fayette County's minimum was five acres.

After discussion, a motion was made by Mr. Scott, seconded by Mr. Roach, and unanimously adopted that the request to annex and rezone the 35.001-acre Hardy/ Kidd/ Whitlock/ Wilks Grove tracts from unincorporated Fayette County into the city limits of Peachtree City be forwarded to City Council with a recommendation for approval subject to the following proposed conditions:

1. The zoning designation of each tract shall be AR Agricultural Reserve until such time the property is developed.
2. The land use designation of the property shall be SFL single-family low-density residential until such time the property is developed.
3. Prior to any development plans being submitted, the property owners, developers or prospective purchasers shall meet with City Staff and the Planning Commission to determine if the proposed use is compatible with the surrounding development or future plans for Wilksmoor Village.

The Applicant agreed to the conditions.

Ordinance Number ______

AN ORDINANCE TO AMEND APPENDIX C. ANNEXATIONS, OF THE PEACHTREE CITY CODE OF ORDINANCES ADDRESSING THE ANNEXATION OF THE WHITLOCK TRACT (17.870 ACRES), THE HARDY TRACT (9.133 ACRES), THE KIDD TRACT (5.666 ACRES) AND THE WILKS GROVE TRACT (2.331 ACRES) CURRENTLY LOCATED WITHIN UNINCORPORATED FAYETTE COUNTY AND BORDERED TO THE NORTH, EAST, SOUTH AND WEST BY THE CITY LIMITS OF PEACHTREE CITY, 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. Appendix C. Annexations of the Peachtree City Code of Ordinances be amended to add Section 107 as follows:

Sec. 107. Annexation of the Whitlock/ Hardy/ Kidd/ Wilks Grove tracts.

Pursuant to O.C.G.A. § 36-36-21 and a vote of the City Council, all of the following described property, known to us as the Whitlock/ Hardy/ Kidd/ Wilks Grove tracts, shall be annexed from unincorporated Fayette County into the city limits of Peachtree City, subject to the conditions set forth in Ordinance Number _______:

Tract "C"

Whitlock tract (17.870 acre tract)

All that tract or parcel of land lying and being in Land Lot 166 of the 7th District, Fayette County, Georgia, and being more particularly described as follows:

BEGINNING at the common land lot corner of Land Lots 155, 156, 166, and 167 of the 7th District; Thence S 00°05'08" E along the common line of Land Lots 156 and 166 which is the line coincident with the Fayette County/Peachtree City boundary line for a distance of 224.64' to a point; Thence S 00°05'08" E for a distance of 608.28' to a point being the TRUE POINT OF BEGINNING: Thence S 00°05'08" E for a distance of 905.17' to a 3" iron rod; Thence S 89°51'29" W for a distance of 872.66' to a 3" iron rod; Thence N 00°20'55" W for a distance of 142.69' to a point; Thence N 00°20'17"W for a distance of 732.07 to a point; Thence N 87°52'14"E for a distance of 457.48' to a point; Thence N87°52'14"E for a distance of 419.62' returning to the TRUE POINT OF BEGINNING.

Said tract consisting of 17.870 acres.

Tract "D"

Hardy tract (9.133 acres)

All that tract or parcel of land lying and being in Land Lot 166 of the 7th District, Fayette County, Georgia, and being more particularly described as follows:

BEGINNING at the common land lot corner of Land Lots 155, 156, 166, and 167 of the 7th District; Thence S 00°05'08" E along the common line of Land Lots 156 and 166 which is the line coincident with the Fayette County/Peachtree City boundary line for a distance of 224.64' to a point; Thence S00°05'08" E for a distance of 608.28' to a point; Thence S 00°05'08" E for a distance of 905.17' to a 3" iron rod; Thence S 89°51'29" W for a distance of 872.66' to a 3" iron rod; Thence N 00°20'55" W for a distance of 142.69' to a point; Thence N 00°20'17"W for a distance of 732.07 to a point being the TRUE POINT OF BEGINNING; Thence N 00°20'17" W for a distance of 862.94' to a ¾" pin found; Thence S 89°27'40" W for a distance of 466.12' to a ¾" pin found; Thence S 00°47'18"W for a distance of 593.41' to a point; Thence S 87°52'14" W for a distance of 457.48' returning to the TRUE POINT OF BEGINNING.

Said tract consisting of 9.133 acres.

Tract "E"

Kidd tract (5.666 acres)

All that tract or parcel of land lying and being in Land Lot 166 of the 7th District, Fayette County, Georgia, and being more particularly described as follows:

BEGINNING at the common land lot corner of Land Lots 155, 156, 166, and 167 of the 7th District; Thence S 00°05'08" E along the common line of Land Lots 156 and 166 which is the line coincident with the Fayette County/Peachtree City boundary line for a distance of 224.64' to a point being the TRUE POINT OF BEGINNING; Thence S 00°05'08" E for a distance of 608.28' to a point; Thence S 87°52'14"W for a distance of 419.62' to a point; Thence N 00°47'18" W for a distance of 593.41' to a point; Thence N 87°41'35" E for a distance of 218.22' to a point; Thence S 26°17'51"E for a distance of 29.62' to a point; Thence N 62°35'26"E for a distance of 96.74' to a point; Thence N 87°41'35"E for a distance of 93.29 returning to the TRUE POINT OF BEGINNING.

Said tract containing 5.666 acres

Tract "F"

Wilks Grove Baptist Church tract (2.331 acres)

All that tract or parcel of land lying and being in Land Lot 166 of the 7th District, Fayette County, Georgia, and being more particularly described as follows:

BEGINNING at the common land lot corner of Land Lots 155, 156, 166, and 167 of the 7th District; Thence S 00°05'08" E along the common line of Land Lots 156 and 166 which is the line coincident with the Fayette County/Peachtree City boundary line for a distance of 224.64' to a point; Thence S 87°41'35"W for a distance of 93.29' to a point; Thence S 62°35'26" W for a distance of 96.74' to a point; Thence N 26°17'51"W for a distance of 29.62' to a point; Thence S 87°41'35'W for a distance of 218.22' to a point; Thence S 00°47'18" W for a distance of 14.00' to a point; Thence N 01°03'47"W for a distance of 243.00' to a point; Thence S 89°45'08" E for a distance of 414.24 to a point being the POINT OF BEGINNING.

Said tract containing 2.331 acres

The above tracts are depicted on the attached Exhibit "A".

The effective date of said annexation shall be as set forth in O.C.G.A. §§ 36-36-2 and 36-36-21.

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

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

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

Done, Ratified, and Passed this ______ day of __________ 2008.

____
Harold K. Logsdon, Mayor

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Attest: ______________________________
City Clerk

Ordinance Number ______ (AR)

AN ORDINANCE TO AMEND THE PEACHTREE CITY ZONING ORDINANCE TO REZONE THE WHITLOCK TRACT (17.870 ACRES), THE HARDY TRACT (9.133 ACRES), THE KIDD TRACT (5.666 ACRES) AND THE WILKS GROVE TRACT (2.331 ACRES) BORDERED TO THE NORTH, EAST, SOUTH AND WEST BY THE CITY LIMITS OF PEACHTREE CITY TO AN APPROPRIATE ZONING CATEGORY WITHIN PEACHTREE CITY, AND FOR OTHER PURPOSES

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

<u>Section 1.</u> Article X, Requirements by district, of the Peachtree City Zoning Ordinance, specifically Section 1010 AR Agricultural reserve district, be amended as follows by adding Section 1010A Property rezoned to AR and adding Section 1010A.1 as follows:

(Section 1010A.1) Whitlock/ Hardy/ Kidd/ Wilks Grove tracts.

(a) Upon application by the Agent for the Whitlock/ Hardy/ Kidd/ Wilks Grove tracts , four tracts of land described below shall be rezoned from their present zoning classification of A-R Agricultural Residential (Fayette County) to AR Agricultural reserve (Peachtree City). Said property is more particularly described as follows:

<u>Tract "C"</u>

Whitlock tract (17.870 acre tract)

All that tract or parcel of land lying and being in Land Lot 166 of the 7th District, Fayette County, Georgia, and being more particularly described as follows:

BEGINNING at the common land lot corner of Land Lots 155, 156, 166, and 167 of the 7th District; Thence S 00°05'08" E along the common line of Land Lots 156 and 166 which is the line coincident with the Fayette County/Peachtree City boundary line for a distance of 224.64' to a point; Thence S 00°05'08" E for a distance of 608.28' to a point being the TRUE POINT OF BEGINNING: Thence S 00°05'08" E for a distance of 905.17' to a 3" iron rod; Thence S 89°51'29" W for a distance of 872.66' to a 3" iron rod; Thence N 00°20'55" W for a distance of 142.69' to a point; Thence N 00°20'17"W for a distance of 732.07 to a point; Thence N 87°52'14"E for a distance of 457.48' to a point; Thence N87°52'14"E for a distance of 419.62' returning to the TRUE POINT OF BEGINNING.

Said tract consisting of 17.870

<u>Tract "D"</u>

Hardy tract (9.133 acres)

All that tract or parcel of land lying and being in Land Lot 166 of the 7th District, Fayette County, Georgia, and being more particularly described as follows:

BEGINNING at the common land lot corner of Land Lots 155, 156, 166, and 167 of the 7th District; Thence S 00°05'08" E along the common line of Land Lots 156 and 166 which is the line coincident with the Fayette County/Peachtree City boundary line for a distance of 224.64' to a point; Thence S00°05'08" E for a distance of 608.28' to a point; Thence S 00°05'08" E for a distance of 905.17' to a 3" iron rod; Thence S 89°51'29" W for a distance of 872.66' to a 3" iron rod; Thence N 00°20'55" W for a distance of 142.69' to a point; Thence N 00°20'17"W for a distance of 732.07 to a point being the TRUE POINT OF BEGINNING; Thence N 00°20'17" W for a distance of 862.94' to a ¾" pin found; Thence S 89°27'40" W for a distance of 466.12' to a ¾" pin found; Thence S 00°47'18"W for a distance of 593.41' to a point; Thence S 87°52'14" W for a distance of 457.48' returning to the TRUE POINT OF BEGINNING.

Said tract consisting of 9.133 acres.

Tract "E"

Kidd tract (5.666 acres)

All that tract or parcel of land lying and being in Land Lot 166 of the 7th District, Fayette County, Georgia, and being more particularly described as follows:

BEGINNING at the common land lot corner of Land Lots 155, 156, 166, and 167 of the 7th District; Thence S 00°05'08" E along the common line of Land Lots 156 and 166 which is the line coincident with the Fayette County/Peachtree City boundary line for a distance of 224.64' to a point being the TRUE POINT OF BEGINNING; Thence S 00°05'08" E for a distance of 608.28' to a point; Thence S 87°52'14"W for a distance of 419.62' to a point; Thence N 00°47'18" W for a distance of 593.41' to a point; Thence N 87°41'35" E for a distance of 218.22' to a point; Thence S 26°17'51"E for a distance of 29.62' to a point; Thence N 62°35'26"E for a distance of 96.74' to a point; Thence N 87°41'35"E for a distance of 93.29 returning to the TRUE POINT OF BEGINNING.

Said tract containing 5.666 acres

Tract "F"

Wilks Grove Baptist Church tract (2.331 acres)

All that tract or parcel of land lying and being in Land Lot 166 of the 7th District, Fayette County, Georgia, and being more particularly described as follows:

BEGINNING at the common land lot corner of Land Lots 155, 156, 166, and 167 of the 7th District; Thence S 00°05'08" E along the common line of Land Lots 156 and 166 which is the line coincident with the Fayette County/Peachtree City boundary line for a distance of 224.64' to a point; Thence S 87°41'35"W for a distance of 93.29' to a point; Thence S 62°35'26" W for a distance of 96.74' to a point; Thence N 26°17'51"W for a distance of 29.62' to a point; Thence S 87°41'35'W for a distance of 218.22' to a point; Thence S 00°47'18" W for a distance of 14.00' to a point; Thence N 01°03'47"W for a distance of 243.00' to a point; Thence S 89°45'08" E for a distance of 414.24 to a point being the POINT OF BEGINNING.

Said tract containing 2.331 acres

(b) These tracts of land are illustrated on the Boundary and Topography Survey prepared by Rochester & Associates, Inc. (dated September 4, 2008), a copy of which is attached hereto as Exhibit "A" and incorporated herein by express reference.

It is intended that the AR zoning district be established for these tracts until a development proposal is prepared, at which time the property shall proceed through the rezoning process as appropriate.

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

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

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

Done, Ratified, and Passed this ______ day of __________ 2008.

____
Harold K. Logsdon, Mayor

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Attest: ______________________________
City Clerk

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CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager** Bernard McMullen

FROM: **City Planner/ Zoning Administrator** David

DATE: **October 30, 2008**

SUBJECT: **Proposed rezoning – Wilksmoor Village (89.146-acre tract).**
November 6, 2008 City Council Agenda

Recommendation:

Continue discussion of this item to the November 20 City Council meeting.

Discussion:

The proposed rezoning of the subject tract was discussed in a workshop format at the October 13 Planning Commission meeting as well as a Public Hearing at the October 27 Planning Commission meeting. Staff felt there were additional items that needed to be addressed before a recommendation could be made, and the item was continued to the November 10 meeting.

Staff is working with the Applicant to refine the plan as well as the proposed ordinance that would accompany the site plan. It is our intention to have these documents complete and ready for the Planning Commission meeting on November 10 and then the City Council meeting on November 20.

Budget impact:

There are no budget impacts associated with this request.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and City Council**

VIA: **City Manager**

FROM: **Assistant City Manager**
Acting Administrative Services Director/City Clerk
Financial Services Director P.S.
Assistant Finance Director
Purchasing Agent
Public Services Director TC

DATE: **October 30, 2008**

SUBJECT: **Franchise Agreement for Solid Waste Collection & Disposal**
November 6, 2008 City Council Meeting

Recommendation:

Staff recommends that the City award an exclusive franchise agreement/contract to CLM Sanitation of Stockbridge, GA, for the purpose of providing curbside collection and disposal services for all solid wastes, recyclable materials, and vegetative wastes for all residential units in the City of Peachtree City effective April 1, 2009; adopt the attached amendment to the Solid Waste Ordinance reflecting the exclusive contract; and approve the contract.

Discussion:

At its regular meeting on March 6, 2008, the City Council discussed the results of the recent *Waste Services Request for Information*, as presented by Janet Camburn, Assistant Finance Director. Camburn reviewed the relative advantages and disadvantages of preferred provider agreements and exclusive franchises, seeking direction from Council on just how to proceed. The City Council directed City staff at that time to seek Requests for Proposals for both *preferred provider* and *exclusive franchise* agreements.

The staff then followed up in August of 2008 with a presentation at a Council work session, highlighting the benefits of an exclusive franchise arrangement. The focus of this discussion was the necessity of incorporating CURBSIDE RECYCLING fully into the City's plans for dealing with solid wastes, and how this could only be accomplished successfully through the exclusive franchise option. At the conclusion of the work session, the City Council authorized staff to proceed with a Request for Proposals for an exclusive franchise for solid waste services that would include all three essential elements – disposable wastes (garbage), recyclable wastes, and vegetative wastes.

Council asked staff to look at the feasibility of allowing a certain percentage of residents to opt out of the contract. In discussions during pre-proposal meetings, feedback from vendors was that this would be very difficult to manage. Someone would have to continually update those residences that were either opting out or opting into the contract to determine if the allowable percentage was being exceeded. Additionally, staff had concerns that unless the percentage was made high enough to make it economical for another vendor to operate in the City, the only option citizens would have would be to dispose of their own trash. It was felt this could lead to illegal dumping, thus increasing our litter problem, not decreasing it. Finally, if the percentage is made high enough to make it economical for another vendor to service the City, the goal of reducing truck traffic will not be maximized, and the ability to identify trash haulers causing litter and spilling hydraulic fluid will be less effective. For all these reasons, City staff did not include an opt-out option in the contract.

The staff then went forward with the solicitation and acceptance of RFP's for the solid waste franchise, and proposals were received and opened on September 18, 2008. Six (6) companies submitted acceptable proposals, and after a thorough review of all six, two companies were brought in for interviews and further consideration. *Staff is recommending a franchise agreement with one of these two finalists, CLM Sanitation, for (among others) the following reasons:*

- CLM's price for the full range of services – garbage disposal, full-range recycling, and vegetative waste disposal – is actually *less than* the current average customer cost for garbage disposal alone. In other words, this proposal allows the City to implement universal curbside recycling at no additional customer cost.

- The company is a responsible business capable of handling Peachtree City's needs, as evidenced by its current exclusive franchise agreements with the City of Newnan and the City of Fairburn.

- The company has adopted and has evidenced a uniquely customer-friendly business approach that is designed to minimize complaints and missed collections and maximize citizen satisfaction.

- CLM scored the highest overall on the selection criteria, including experience, customer education, customer satisfaction, and cost.

In conjunction with Keep Peachtree City Beautiful (KPTCB,) CLM Sanitation will offer an incentive-based recycle program based on numbers of recycled materials. The proposal suggested rewarding residents for participating by providing incentives. KPTCB will review this program with CLM to maximize its effectiveness and help meet goals of KPTCB. (See attached for proposal details.)

The proposed contract is currently under reviewed by the City Attorney. This will be forwarded prior to the meeting. Some of the relevant highlights include:

- Providing residential backdoor service to residents with valid medical issues at no additional cost,
- Providing backdoor service for other than medical issues at an additional cost,
- Submitting performance and cash bonds.
- The contract term is for one year, with four one year automatic renewals, beginning April 1, 2009. The contract can be terminated.
- Provide once weekly solid waste, single stream recycling and vegetative waste for $44.85/quarter.
- Documenting tonnage figures for all waste and recycling collection.
- Annual rate increases pegged to CPI.

The proposed ordinance changes are attached, and can be summarized as follows:

- Add the requirement for regular residential garbage service to the Cleanliness of Premises section of the Health and Sanitation Ordinance. The requirement is the ultimate responsibility of the owner, which corresponds to the requirements set forth in the International Property Maintenance Code.
- Add the definition of City Contractor to incorporate the selected franchisee.
- Stipulate that only the City Contractor may provide curbside residential and recycling services (those residential areas with common dumpsters would not be impacted).
- Require single-family property owners to participate in the City franchise for garbage and recycling collection.
- Modify the remaining requirements currently in place for all private sanitation companies to reflect the separation of residential curb-side collection by the City Contractor.

Budgetary Impact:

The City's own solid waste collection costs are waived under this proposal, which will result in a monthly saving of $1,845.00 or $22,140.00 annually. There are other tangible but difficult to calculate savings that will benefit the City, such as reduced wear and tear on City streets – a change that can amount to hundreds of thousands of dollars over the lifetime of our streets, and reduction in Code Enforcement activities since we will have only one waste hauler to hold responsible for such things as spilled garbage, hydraulic spills, and litter.

Attachments:
Combined Evaluations
Evaluation Criteria and Evaluation Summary
RFP pricing Tabulation
Current Solid Waste Collection Costs
Participation Incentive-Based System
Proposed Ordinance Changes

EVALUATION SUMMARY
RESIDENTIAL WASTE SERVICES - FRANCHISE AGREEMENT
COMBINED EVALUATION

Company	Quarterly Rate	Price Proposal (30% weight)	Experience and record of performance in previous contracts of similar size and scope (30% weight)	Experience, ability, capacity, skill and financial resources to provide the requested services (30% weight)	Experience and record of performance in responding to customer service requests in a timely manner (10% Weighted)	Weighted Score
CLM Sanitation	$44.85	4.5	4.5	4.7	4.8	**4.60**
Cardinal Sanitation	$40.65	5.0	1.4	1.8	1.5	**2.61**
Republic Services of Georgia	$47.28	4.3	4.5	4.7	5.0	**4.55**
Allied Waste Services	$59.10	3.4	4.3	4.4	3.6	**3.97**
Waste Pro	$65.85	3.1	4.2	4.2	4.6	**3.90**
Advanced Disposal Services	$66.75	3.0	4.8	4.5	3.8	**4.07**

Note: Rate firms from 1 to 5 with 5 being the highest.
Amount is for 65 Gal. Recycle Container Option.

EVALUATION CRITERIA
and
EVALUATION SUMMARY

EVALUATION CRITERIA

Description	United/Republic/All South Robertson	Allied Waste (BFI)	Cardinal Sanitation	Advanced Disposal	Waste Pro	CLM
The Proposer shall furnish the following supporting data regarding the qualifications of the Proposer in order to determine whether it is a qualified, responsible Proposer. The Proposer will be required to furnish the following information:						
A description of the Proposer's total equipment fleet for residential refuse collection and recycling and the specific equipment available for use on the Contract. The list of equipment should include the year make and model of all major pieces of equipment.	Make, model and year provided for 16 trucks. (Section 9.) Proposal indicated 92 trucks total in fleet with 10 available for back up.	Truck for recycling will be a 2001 model, truck for vegetative waste will also be a 2001 model, truck for solid waste will be new - 2007 model.	Proposer stated they will be purchasing equipment to complete this contract. At no time shall the average age of the equipment detailed to the completion of this contract exceed five years.	Proposer will provide new trucks and containers. Thorough description of vehicles given. Will order new for this contract. Did provide detailed list of existing fleet.	Automated front load vehicles. All new vehicles for PTC. Proposer has trucks already on order. Did find find an exact model or make for said vehicles.	Make and model provided for four pieces of equipment. Model years include 2005, 2007, 2008 and 2009. Garbage and recycle materials will be collected by using an automated truck with an arm used for lifting and dumping containers intot he truck body. Each truck is operated by only one employee. Yard debris and some bulk waste itmes will be collected using a semi-automated rear load truck. One or more employees. Complete description of equipment with phots included.
A copy of the latest available certified financial statement of the Proposer (or its parent corporation, if individual subsidiary or division financial statements are not prepared and generally available) certified by a nationally recognized firm of independent certified public accountants. The City recognizes that private businesses may not have this type of financial statement available. If this is the case, the Proposer must provide other evidence sufficient to demonstrate financial stability	2007 Annual report supplied. Also supplied a summary of Financial Information under section 5.	2007 Annual report supplied.	Calendar year 2007 Profit and Loss Statement and Summary Balance Sheet as of Dec. 31, 2007 provided.	Consolidated Financial Statements by PriceWaterHouseCoopers 2006 & 2007.	2006 and 2007 Consolicated Financial Statements and Supplemental Schedule. Prepared by Vestal & Wiler.	BB&T bank letter of reference, pre-approved financing for an aggregate financing amount up to $2,500,000 from GE Capital.

EVALUATION CRITERIA

Description	United/Republic/All South Robertson	Allied Waste (BFI)	Cardinal Sanitation	Advanced Disposal	Waste Pro	CLM
Evidence that Proposer is in good standing under the laws of the State of Georgia, and, in the case corporations organized under the laws of any other State, evidence that the Proposer is licensed to do business and in good standing under the laws of the State of Georgia or a sworn statement that it will take all necessary action to become so licensed if its Proposal is accepted.	Provided a copy of their Occupational Tax license - Cit of Austell, Cobb County Business License, Dept. of Revenue Cert. of Registration, Notification of Permit by Rule Operation Cobb, Douglas, Fulton, Dekalb Counties, Permit for Solid Waste Handling, Secretary of State Certiicate of existence.	Business Tax Reg. Cert., City of AT, current thru 2003. Were Browning Ferris Ind. Of GA, then merger with BFI.	Provided a copy of their Notification of Permit by Rule Operation Solid Waste Collection Fulton County from Gerogia DNR, Occuptational License for 2008 from the City of Fairburn, and current registration with the GA Sec of State	DNR Notification of Permit by Rule Operations - all GA counties, DNR Notificaton of Permit by Rule Operation - Forsyth County, GA Sec of State Certificate of Existence,	Unable to locate in proposal.	Provided a copy of their Notification of Permit by Rule Operation Solid Waste Collection Henry County from Gerogia DNR, Occuptational License for 2008 from the City of Stockbridge
Evidence, in form and substance satisfactory to City, that Proposer (or Proposer's subsidiaries or affiliates) has been in existence as a going concern for in excess of five (5) years and possesses not less than five (5) years actual operating experience as a going concern in residential refuse collection and disposal. Also, Proposer possesses not less than two (2) years actual operating experience as a going concern in the State of Georgia in recyclable materials collection and marketing. Proposer may use a third party for recyclables processing.	GA Sec. of State Cert. of Existence issued 12/1999. PTC can vouch for this firms existence - as a provider to City residents.	Certificate of Existence - 2000, dated September 2008. For two or more years experience, see references below - 9 years and 16 years.	Registration with the GA SOS indicates entity creation date was 11/21/2003. Proposer indicates they have been in business for eight (8) years.	Certificate of Existence dated 2001, GA DNR letter dated 2004.	Letter of reference from the PW Director of the City of Palm Coast, FL, for 15 years of service - indicate existence greater than 5 years. GA references from 2005 to present indicate at least two years experience. Found no other type of supporting documentation.	GA DNR letter dated 1993 (more than five years in existence); Contract with Newnan began in 2001, Contract with Fairburn and Union City since 2006.
Evidence that the Proposer is capable of commencing performance as required in the contract (franchise agreement) documents.	References include: Snellville - 5,109 served, Lilburn - 3,400 served, Duluth - 5,126 served, McDonough - 5,305 served. Having 10 trucks in fleet for back up as well as financial strength shows capability.	Brief list of customers: Alpharetta, 15,934 for 9 years, Mainesville, 6,000 for 16 years, Marietta, 12,000 for 13 years. Has 3 offices in ATL, two landfills and 3 transfer stations. .		Thorough detailing of how Proposer will communicate to residents, plan to call in SE sales force to help with address verification, meticulous timeline presented and finally, 485,000 residential customers in GA, FL, MS and AL.	Uses Microsoft Project. Great attention to detail. Detailed how they will fill positions and train. Outsourcing cart delivery due to number of residents. Outstanding letters of reference.	Braggin point is 2 wk implementation in Grantville - previous vendor pulled out, CLM responded quickly. Proposer has been in business for 20 years. Provided summary of all key personnel.
Evidence, in form and substance satisfactory to City, that Proposer possesses, as a going concern, the managerial and financial capacities to perform all phases of the work called for in the contract (franchise agreement) documents.	Very thorough review of managerial positions and responsiblities. Financial Info provided shows strong financial resources.	Proposal included a heirarchy chart for PTC mgmt and CS mgmt. Financial capacities - $6.1 billion revenues annually and $13 billion in assests for 2007.		Strong evidence provided for managerial capability. Solid financial strength based on financials submitted.	Provided overview of key personnel. Solid financial strength based on financials submitted.	Provided brief description of key people in company. Timeline for implementaiton. Financial - refer to BB&T bank letter reference - sold financials.

EVALUATION CRITERIA

Description	United/Republic/All South Robertson	Allied Waste (BFI)	Cardinal Sanitation	Advanced Disposal	Waste Pro	CLM
Evidence, in form and substance satisfactory to City, that Proposer's experience as a going concern in refuse collection and disposal derives from operations of comparable size to that contemplated by the contract (franchise agreement) documents. The Proposer must specifically address how it will address customer service and recycling education programs.	Snellville - 5,109 served, Lilburn - 3,400 served, Duluth - 5,126 served, McDonough - 5,305 served. Provided an overview of the CS Manager and her responsiblities as well as CS Representatives. "Our goal is to resolve all issues to the customer's satisfaction with the CSRs and not let anything escalate abvoe that level or to the City." Regarding recycling education - proposal states, " will work with KPTCB...will provide specific literature about recycling for all homes as well as all elementary and middle schools. Will also set up a special link to our internet website for residents to view helpful info about recycling." They also provided a copy of a school recycling program instituted in N.C.	Alpharetta, 15,934 residents, Gainesville, 6,000 residents, Marietta, 12,000 residents. CS has full time call center staffed from 7 - 6, M-F. Emergency line. Will provide Nextel to City for constant contact with designee from Proposer. Offers Recycle Bank program. Allied will work with City and Recycle Bank will work with City. Recycle Bank rewards recyclers with essentially "gift certificates" based on quantities recycled. Each recycle bin has electronic monitoring...	Currently serve south Fulton, Fayette, Coweta and Clayton counties. Is the preferred provider for Chattahoochee Hills County. Offers curb side recycling to customers. No mention of the size of the counties. No mention of CS or how they will accomplish education.	References given were much larger than PTC - August, GA - 35,000, Jacksonville, FL - 66,000, Clay County, FL - 58,635, St. John's County, FL - 24,200. Clearly they can handle an additional 10,500 residents. CS - proposal included significant details on CS and performance factors. (Section M). Recycling Education - both residential and schools provided. Very thorough and informative. (Section N)	Most references given were in the state of FL. Regarding customer service - optional on-line CS help. Attitude is that the customer is always right. Slogan "Whatever it takes". Detailed complaint resolution process. Live person on the phone always. Will mail updates and provide link on City's website. Regarding recycling - postcards, mailings, residential services brochures, four-color brochures, childrens activities books.	Newnan, 8,000 residents; Grantville, 1,100 residents; Fairburn, 3,700 residents; Union City, 4,000 residents. CS is most important aspect of business. Automated phone system but live help option. Recycling: newsletter, incentive based recycle program - not Recycle Bank.
Such additional information as will satisfy the City that the Proposer is adequately prepared to fulfill the contract (franchise agreement).	Firm is large and has the resources to meet the City's needs - operates in 21 states. It was formed to consolidate a series of regional waste collection companies. Corporate strategy included cultivating partnerships with municipalities to address their solid waste issues in a timely manner.	In addition to the heirarchy chart, CS details, Proposer included Employee Handbook, Alcohol & Drug Free Workplace Procedures, Fleet Maint Standards & Procedures - Proposer has internal controls in place to handle the City's waste.		Provided a detailed plan of approach demonstrating knowledge based on past experience. Complete timeline submitted again, based on past experience. Concerns are: 3 separate material streams - 3 separate trucks: solid waste, recyclable materials and yard waste. Also may use Lathan Home Sanitation as a subcontractor.	68 municipal contracts in FL, GA, SC. Trucks on order now. 50 new municipal contracts in 5 years. 5 similar in size to PTC. Glowing letters of recommendation.	Been providing service for 20 years in this area.

EVALUATION CRITERIA

Description	United/Republic/All South Robertson	Allied Waste (BFI)	Cardinal Sanitation	Advanced Disposal	Waste Pro	CLM
The Proposer shall indicate on the proposal the name and location of the disposal site(s), which site(s) is compliant with applicable requirements and regulations of the Georgia Department of Natural Resources, Environmental Protection Division, Solid Waste Management Program, and the U.S. Environmental Protection Agency, Resource Conservation and Recovery Act and regulations) which the Proposer intends to use to perform the contract (franchise agreement) and the Proposer's disposal rate at the said disposal site. If confidentially agreements with disposal sites prohibit firm from supplying our disposal rates, provide as much information as legally allowed.	Pine Ridge Regional Landfill, Griffin, GA Disposal Rate of $20.85 provided.	Allied operates two landfills in the area - Richland Creek landfill in Buford and Hickory Ridge landfill in Conley. Proposal noted the Richalnd Creek has over ten years of remaining life and is compliant with all EPD and US EPA rules, regulations and laws.		Eagle Point MSW and C&D landfill, Forsyth County. Will use a transfer staion outside the limites of College Park called Welcome All Road transfer station. Owned and operated by Proposer.	Unable to locate in proposal.	Pine Ridge, Griffin
Further, the Proposer shall provide evidence reasonably satisfactory to the City that the Proposer, if awarded the contract (franchise agreement), will have the right to use said disposal site(s) under and for the duration of the contract (franchise agreement). The Proposer must submit a signed letter from the disposal site that shows that a minimum of ten (10) years of disposal life exists at the site and that the Proposer has access to the site during this period.	Letter provided by Pine Ridge indicates "excess of 10 years of disposal capacity."	No letter stating this, stated in proposal.		No letter regarding disposal site life.	This was not supplied with proposal.	Letter clearly states "excess of 10 years disposal capacity."

EVALUATION CRITERIA

Description	United/Republic/All South Robertson	Allied Waste (BFI)	Cardinal Sanitation	Advanced Disposal	Waste Pro	CLM
The Proposer, as part of his/her proposal, shall completely and thoroughly describe the educational and promotional programs for recycling that he/she shall provide at the Contractor's expense. Proposer shall also include samples of promotional materials educational curricula for local schools, schedule of events prior to start date and programs for community involvement. The Proposer shall evidence other locations where these programs have been successful and, if the program is new, describe how that program will benefit the City's recycling efforts.	Samples of promotional materials, educational curricula, schedule of events, programs - nothing provided. The only thing provided was an example of a school recycling program that was implemented in North Carolina.	Allied/Recycle Bank team marketing includes: advertising, mail and web, PR. Nice letter of reference from Marietta regarding the success of recycling - CS, education to public and community programs. Samples enclosed of coloring book, detailed info regarding how Recycle Bank works.	This was not supplied with proposal.	Will work in conjunction with KPTCB and use some of their materials. Also commited to flyers on carts, direct mail, newspaper ads, signs on trucks, frig magnets, HOA meetins, Community events.	Included both promotional and educaitonal materials. Very informative flier enclosed.	Provided samples of educational materials and communication materials. Website available. Did not find examples of previous City's using proposed recycle option - here, recycling is rewarded. Proposer also mentions that with recycling available, may eliminate or greately reduce need for Recycle Center.
The City intends to allow the Franchise provider or the Preferred Provider flexibility to adjust costs as fuel increase or decrease. All Proposers shall include a breakdown, by percentage, of their proposed cost which shall include: Fuel cost = _____% and all other operating cost = _____% Fuel surcharge index, as per sample. The City is interested in what percent of total is represented by the fuel costs. Proposers shall submit a proposal as to how the fuel surcharge will be adjusted.	Fuel cost = 18%, Other = 82%. Will follow the Standard Fuel Surcharge Index and Metholdology GARDA sample provided by PTC.	This was not supplied with proposal.	This was not supplied with proposal.	This was not supplied with proposal.	This was not supplied with proposal.	This was not supplied with proposal.
Proposers must include a detailed list of items that will be eligible for recycling	Proposal stated glass will not be included. No complete list as requested.	Aluminum, tin, glass, plastic cardboard.		Plastic 1-7, Aluminum and stiel cans and pie pans, newspaper, office paper, junk mail, brochures, telephone books, magazines, school paper, cardboard and glass. Section N.	Newspaper, cardboard, kraft paper, paperboard, magazines, junk mail, mixed paper, other paper, aluminum, steel, galss, plastic	This was not supplied with proposal.

EVALUATION CRITERIA

Description	United/Republic/All South Robertson	Allied Waste (BFI)	Cardinal Sanitation	Advanced Disposal	Waste Pro	CLM
Recycle Center Management - proposal	Proposal stated no bid.	This was not supplied with proposal.	This was not supplied with proposal.	Operate through Lathan Home Sanitation at no cost to the City and proposer will receive the full rebate for all recyclables. Will keep the same hours of operation. Proposer will provide the recycling bins. Electronic waste and bulk items will be accepted. Will charge for bulk items as per seals pricing proposal. Accept yard waste, will charge City for grinding. Section R.	Proposed to operate site M,W and F from 10 - 2. 1 person. Will provide dumpsters for recycling. Recycle revenue will go back to the City. Indicated a monthly fee will be added to residential service to cover operating expense. Failed to advise how much per month. Maint. and ongoing service for existing City equipment on site will be done by Waste Pro.	"CLM believes that with a well run and educated curbside recycle program that the drop off centers will not be needed. If needed, will discuss how the City wants them to operate the center."

RESIDENTIAL REFUSE AND RECYCLABLES COLLECTION AND DISPOSAL
RFP PRICING TABULATIONS

Item #	Description	Cardinal Sanitation		CLM Sanitation		All South Robinson		Allied Waste Service		Waste Pro of Georgia		Advance Disposal Service	
		95 Gal. SW & 65 Gal. Recycle Container	95 Gal. SW & 95 Gal. Recycle Container	95 Gal. SW & 65 Gal. Recycle Container	95 Gal. SW & 95 Gal. Recycle Container	95 Gal. SW & 65 Gal. Recycle Container	95 Gal. SW & 95 Gal. Recycle Container	95 Gal. SW & 65 Gal. Recycle Container	95 Gal. SW & 95 Gal. Recycle Container	95 Gal. SW & 65 Gal. Recycle Container	95 Gal. SW & 95 Gal. Recycle Container	95 Gal. SW & 65 Gal. Recycle Container	95 Gal. SW & 95 Gal. Recycle Container
MANDATORY SERVICES: COST PER UNIT PER QUARTER (Approximately 10, 500 Residents)													
1	Once per week residential refuse, yard trimmings and recycling collection & disposal with one (1) container for solid waste and one (1) container for recyclables	$ 40.65	$ 41.37	$ 44.85	$ 44.85	$ 47.28	$ 47.91	$ 59.10	$ 59.91	$ 65.85	$ 67.95	$ 66.75	$ 68.85
2	Once per week residential refuse, yard trimmings and recycling collection & disposal with two (2) containers for solid waste and one (1) container for recyclables	$ 55.65	$ 56.37	$ 56.85	$ 56.85	$ 71.28	$ 71.91	$ 88.26	$ 89.76	$ 85.35	$ 87.45	$ 72.00	$ 74.25
3	Once per week residential **back door** refuse, yard trimmings and recycling collection & disposal with one (1) container for solid waste and one (1) container for recyclables for individuals with valid medical issues	$ 40.65	$ 41.37	$ 44.85	$ 44.85	$ 47.28	$ 47.91	$ 85.50	$ 85.50	$ 65.85	$ 67.95	$ 66.75	$ 68.85
4	Once per week residential **back door** refuse, yard trimmings and recycling collection & disposal with one (1) container for solid waste and one (1) container for recyclables for individuals who cannot locate container at curbside for other than medical reasons	$ 63.45	$ 66.00	$ 75.00	$ 75.00	$ 84.00	$ 85.50	$ 115.50	$ 115.50	$ 87.90	$ 90.00	$ 72.00	$ 74.25
OTHER COSTS													
5	Amount of money, **per household** the Contractor intends to spend the **first twelve (12) months** after contract is awarded	$ 3.00		$16.50 *		$ 1.50		$ 0.66		$ 3.00		$ 3.00	
6	Amount of money, per household, the Contractor intends to spend each year after the first year	$ 1.90		$15.00**		$ 1.50		$ 0.66		$ 2.00		$ 1.50	
7	Annual (school year) amount the Contractor intends to spend on elementary and middle school education	$ 5,000.00		$ 10,000.00		$ 5,250.00		$ 5,000.00		$ 5,000.00		$ 1,000.00	

*Mail-newsletter, flyers, community signs, Touch-A-Truck day , meet and greet, Containers design, bar coding, instructional lid, Community Based Website-design, implementation, maintenance, possible truck-design, recycling information

**In subsequent years additional marketing literature will make up the bulk of the expense, however is not inclusive.

RESIDENTIAL REFUSE AND RECYCLABLES COLLECTION AND DISPOSAL
BID TABULATIONS

OPTIONAL SERVICES

Item #	Description	Cardinal Sanitation		CLM Sanitation		All South Robinson		Allied Waste Service		Waste Pro of Georgia		Advance Disposal Service	
8	As requested, one (1) four (4) yard dumpster for residential use, limited time	$ 125.00	For 7 Days	$ 80.00		$ 80.00	Per Load	$ 240.00	Per Haul	$ 260.00	Roll Off	$ 100.00	
9	Cost for missed collection if resident missed pick-up and requires next day service	$ 15.00	Free 1st. Time	No Charge		$ 25.00		$ 25.00	Per Pickup	$ 35.00		$ 10.00	
10	Single-family residential bulky waste pickup upon request (white goods, no hazardous waste or dead animals) PROVIDE A MENU OF COSTS:					$ 50.00	1 Pickup Truck Load						
	Small Bulk Items <10 Lbs. - 1 Item	NA		NA		NA		NA		NA		N/C	
	Small Bulk Items >1 Item	NA		NA		NA		NA		NA		$ 10.00	Each
	Medium Bulk Items <50 Lbs.	NA		NA		NA		NA		NA		$ 25.00	Each
	Heavy Bulk Items >50 Lbs.	NA		NA		NA		NA		NA		Call for Quote	
	White Goods (CFC Removed)	NA		NA		NA		NA		NA		$ 40.00	Each
	Bulk - White Goods (Limit 2 Pickup)	NA		NA		NA		$ 75.00	1 Pickup	NA		NA	
	Bulk - Non-White Good	NA		NA		NA		$ 45.00	2 Pickup	NA		NA	
	2 Yards of C & D for Remodeling	$ 50.00		NA		NA		NA		NA		NA	
	Refrigerator/Washer/Dryer	$ 25.00		NA		NA		NA		NA		NA	
	Mattress & Box Spring	$ 20.00		NA		NA		NA		NA		NA	
	Couch/Sofa/Love Seat	$ 20.00		NA		NA		NA		NA		NA	
	Recliner	$ 10.00		NA		$ 50.00		NA		NA		NA	
	Television	$ 10.00		NA		NA		NA		NA		NA	
	Basement Type Clean Out 2 Yards	$ 50.00		NA		NA		NA		NA		NA	
	Large Amount of Yard Debris above regular weekly pickup amount	$ 25.00		NA		NA		NA		NA		NA	
	Washer/Dryer	NA		$ 25.00		$50 & $50		NA		NA		NA	
	Refrigerator (with Freon out)	NA		$ 30.00		NA		NA		NA		NA	
	Couch/Sofa	NA		$ 20.00		$ 50.00		NA		NA		NA	
	TV (less than 50"/Over See Washer)	NA		$ 15.00		$ 50.00		NA		NA		NA	
	Mattress Twin	NA		$ 10.00		$ 50.00		NA		NA		NA	
	Mattress Queen/Full	NA		$ 15.00		$ 50.00		NA		NA		NA	
	Mattress King	NA		$ 20.00		$ 50.00		NA		NA		NA	
	Box Springs	NA		$ 15.00		$ 50.00		NA		NA		NA	
	Box of Trash	NA		$ 10.00		NA		NA		NA		NA	
	Microwave/Bikes/Chair/etc.	NA		$ 10.00		$ 25.00		NA		NA		NA	
	Recliner	NA		$ 20.00		$ 50.00		NA		NA		NA	
	Small Items (folding chairs, beach Umbrella)	NA		$ 5.00		$ 25.00		NA		NA		NA	
	On Call Services - Per Call <2 CY	NA		NA		NA		NA		$ 49.95	Per Yard	NA	
	On Call Services - Per Call >2 CY	NA		NA		NA		NA		$ 20.00	Per Yard	NA	

N/A = Contractors were asked to supply the City with a list (or menu) of items and their costs. N/A indicates this was not a menu item supplied in their response.

PEACHTREE CITY
CURRENT SOLID WASTE COLLECTION COST
As of October 8, 2008

Description	CLM Sanitation		Cardinal Sanitation		Republic All South Robertson		Allied Waste Services		CLM Sanitation PROPOSED COSTS	
Standard Waste Pickup	$ 45.00	quarterly	$ 45.00	quarterly	$ 39.00	quarterly	$ 45.60	quarterly		quarterly
Recycling	$ 5.00	Monthly one per month	not offered		$ 5.50	Monthly one per month	$ 24.00	Quarterly once per week		
Set Up Fee		no setup fee	$ 15.00	one time fee non-refundable	$ 10.00	one time fee non-refundable	$ 15.00	one time fee non-refundable	0	
Fuel Surcharge		no fuel surcharge		no fuel surcharge	$ 10.83	quarterly		no fuel surcharge	0	
Additional Fees							$ 7.50	recycle bin	0	
Total Quartrerly Costs for standard Waste Pickup	$ 45.00		$ 45.00		$ 49.83		$ 45.60			
Total Quarterly Costs including recycyling	$ 60.00		n/a		$ 66.33		$ 69.60		$ 44.85	quarterly
Total Due at sign-up including recycling	$ 60.00		$ 60.00		$ 76.33		$ 92.10		$ 44.85	quarterly

Notes:

Republic (All South Robertson) - Fuel fee varies
Quarterly Standard Waste Fee also depends on Neighborhood HOA or not

Participation Incentive-Based System

CLM Sanitation proposes to implement a participation based incentive system that the City of Peachtree City and Keep Peachtree City Beautiful can customize based on the goals and objectives. The system would work as follows:

- Recyclable materials would be weighed by the truckload and divided by the number of households that contributed to that load. This would provide the average pounds of recycled material collected from each household. (Using the average pounds per household for each collection route promotes group participation as neighbors will feel compelled to encourage each other to participate.)
- These average pounds per household would be recorded for each home that participated during a defined collection period.
- A web interface would allow a customer to see how often they recycle and how many pounds of recyclables are credited to their account. The pounds of recycled material would represent "Recycle Points" that residents could cash in for various incentives.
- CLM Sanitation would develop several different types of incentives that would reward residents for their participation.
  - CLM Sanitation is not bound by any agreements with large corporations to use their products or services in any incentive programs developed.
  - The City of Peachtree City is free to define the types of incentives and who would be allowed to provide them, such as corporate sponsors, local companies, charities, schools and non-profit organizations.
  - Incentives could be coupons, goods, services, entertainment, promotional items such as T-shirts and admission to events.
- Incentives can be changed every three months and should be limited to several different types of incentives. After the first year of the contract, the number and type of incentives used will be evaluated at that time, the number of incentives can be increased if it is mutually agreeable to both the City of Peachtree City and CLM Sanitation

CLM Sanitation will provide the following equipment and services to manage the web-based incentives.

- CLM Sanitation will create a separate graphic identity for the City of Peachtree City's web-based recycling incentive program.
- Graphic design of the web site, user screens and interface with input from the City of Peachtree City program management staff and Keep Peachtree City Beautiful.

ORDINANCE NO. ________

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF PEACHTREE CITY, GEORGIA, AS AMENDED, SO AS TO ADOPT A PROVISION PROVIDING FOR CERTAIN PENALTIES TO BE IMPOSED IN THE EVENT THAT A PERSON FAILS TO PAY ANY TAX OR FEE OWED TO THE CITY; TO REPEAL CONFLICTING ORDINANCES EXCEPT AS HEREIN EXPRESSLY PROVIDED; TO PROVIDE FOR SEVERABILITY; TO PROVIDE 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, GEORGIA, THAT:

Section 1. Article II, Cleanliness of Premises; Littering of Chapter 42, Health and Sanitation, of the Code of Ordinances of the City of Peachtree City, Georgia, as amended, is hereby further amended as follows:

Sec. 42-39. Same--Violations deemed public nuisances and prohibited.

The following conditions are detrimental to the health, safety and welfare of the citizens of the city and are therefore public nuisances and are prohibited:

(1) Any portion of a lot or parcel of land lying within 40 feet of any dwelling, institution or place of business upon which are located brush, weeds, grass or underbrush in excess of 12 inches in height;

(2) Any portion of a developed residential zoning lot which is planted in a lawn and the grass is in excess of 12 inches in height; and

(3) Any portion of a lot or parcel of land upon which is located an accumulation of garbage, garden trash, debris or rubbish, except as legally permitted in an industrial zoning district.

(4) Any owner of a dwelling that does not retain regular service for the disposal of garbage.

Section 2. Article III, Solid Waste Management of Chapter 42, Health and Sanitation, of the Code of Ordinances of the City of Peachtree City, Georgia, as amended, is hereby further amended as follows:

Sec. 42-82. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. See "Rules of Georgia Department of Natural Resources, Environmental Protection Division, Chapter 391-3-4, Solid Waste Management," for further definitions.

City Contractor means the City's designated contractor for the removal of solid waste in the City, or its successors or assigns.

Deleted:

Commercial generator means any person who creates solid waste as a part of a commercial business operation. This includes landscaping companies who generate yard trimmings and other solid waste by the establishment and maintenance of landscaping on residential properties.

Composting means the controlled biological decomposition of organic matter into a stable, odorfree humus.

Construction and demolition (C&D) waste means waste building materials and rubble resulting from construction, remodeling, repair and demolition operations of pavements, houses, commercial buildings and other structures. Such waste includes but is not limited to asbestos, container waste, wood, bricks, metal, concrete, wall board, paper, cardboard, inert waste, landfill material, and other nonputrescible wastes which have a low potential for groundwater contamination.

Hazardous waste means any solid waste which has been defined as hazardous waste in regulations promulgated by the department of natural resources, chapter 391-3-11.

Inert waste means wastes that will not or are not likely to cause production of leachate of environmental concern. Such wastes are limited to earth and earth-like products, concrete, cured asphalt, rock, bricks, yard trash, stumps, limbs and leaves.

Landfill means an area of land on which or an excavation in which solid waste is placed for permanent disposal and which is not a land application unit, surface impoundment, injection well, or compost pile. Permanent disposal requires the placement of daily intermediate and/or final earth, synthetic or a combination of earth and synthetic cover over the solid waste.

Mulching means chipping, grinding or shredding organic materials, limbs, trees, stumps, yard trimmings and the like into small pieces for the purpose of reuse as landscape bedding, volume reduction prior to final disposal, or further processing such as composting.

Municipal solid waste (MSW) means any solid waste derived from households, including garbage, trash and sanitary waste in septic tanks, and means solid waste from single-family and multifamily residences, hotels and motels, campgrounds, picnic grounds, and day use recreation areas. The term includes yard trimmings and commercial solid waste, but does not include construction and demolition waste or solid waste from mining, agricultural or silvicultural operations, or industrial processes or operations.

Recycling means any process by which materials which would otherwise become solid waste are collected, separated or processed, and reused or returned to use in the form of raw materials or products.

Solid waste means any garbage or refuse; sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility; and other discarded material, including solid, semisolid or contained gaseous material resulting from industrial, commercial, mining and agricultural operations and community activities. The term does not include recovered materials; solid or dissolved materials in domestic sewage, solid or dissolved materials in irrigation return flows, or industrial discharges that are point sources subject to permit under 33 USC 1342; or source, special nuclear, or by-product material as defined by the federal Atomic Energy Act of 1954, as amended.

Waste stream means the total flow of solid waste from residential units, commercial establishments, condominiums, apartments, institutions and the like to its ultimate disposal site or facility.

Yard trimmings means leaves, brush, grass clippings, shrub and tree prunings, discarded Christmas trees, nursery and greenhouse vegetative residuals, and vegetative matter resulting from landscaping development and maintenance (other than mining, agricultural and silvicultural operations).

(Code 1980, § 11-33(b))

Cross references: Definitions generally, § 1-2.

Sec. 42-83. Requirements.

(a) In accordance with state and county laws, all residents and businesses of the city shall be required to separate yard trimmings from other wastes, and shall be prohibited from placing yard trimmings in the waste stream that goes to municipal solid waste (MSW) landfills. This provision is to be effective July 1, 1995.

(b) Back yard composting is encouraged as the primary method for diverting yard trimmings from the waste stream. However, as an alternative to back yard composting, the city will provide an area appropriate for stockpiling yard trimmings for periodic processing into mulch or compost. The county is also providing such a facility, and both are to be available to residents of the city and the county.

(c) The city mulching facility shall be operated by the city public works department. The director of public services, in consultation with the chief administrative officer shall establish and publish hours of operation, types and dimensions of yard trimmings to be accepted, and any user fees necessary to support the facility. Mulching services may be contracted out or handled by in-house resources, or by a combination of contracted and in-house resources. This mulching area shall be used only by residents of the city and the county for their personal residential yard trimmings. Commercial generators of yard trimmings shall dispose of them at the county facility or other approved location.

(d) Only the city contractor shall be permitted to provide curbside solid waste collection and recycling services to residential areas within the corporate limits of the City of Peachtree City. Said contractor shall be designated by the Mayor and City Council, and shall operate under the terms of the adopted contract for services.

(e) All owners and occupants of residential property in the City of Peachtree City shall participate in the garbage and recycling collection by using the city contractor in accordance with Sec. 42-39.

(f) Private businesses which operate in the city and provide solid waste collection and disposal services to dumpsters in multi-family and commercial areas shall comply with the following minimum requirements:

(1) Obtain a solid waste handling permit from the director of the environmental protection division of the state department of natural resources, pursuant to O.C.G.A. § 12-8-24.

(2) Indemnify, defend and hold harmless the city, its officials, employees and agents, against any and all claims or suits from third parties which may be the result of negligent conduct arising out of the business of collection, transportation and disposal of solid waste.

(3) Use only vehicles and containers which comply with state EPD rules. Waste collection vehicles must be compactor-type trucks, covered or enclosed vehicles, constructed to be substantially leakproof, constructed of durable metal, easily cleanable and designed to prevent litter from escaping during transport. Recycling vehicles shall not be the same ones used for waste collection. Vehicles shall also meet all safety, size and weight requirements of the state department of transportation.

(4) Offer recycling services, in accordance with current market conditions, of at least the following recyclable materials:

Deleted: . Residential recycling shall include curbside collection, processing and marketing

a. Newspaper.

b. Glass containers.

c. Aluminum beverage and bimetal cans.

d. HDPE and PET plastic containers.

e. Cardboard.

The company shall provide suitable containers to its customers to facilitate recycling.

Deleted: Recyclable materials may be added to or deleted from this list by written agreement between the city and the collection company.

Deleted: residential

Deleted: (5) . Offer curbside collection and disposal service for yard trimmings in residential areas. Bagging or container systems shall be devised by the waste collection companies.¶

(6) Within 30 days following the end of each calendar quarter, submit to the

director of public works the following data regarding waste collection in the city:

a. Tonnage figures showing total waste tonnages collected.

b. Tonnage figures showing recovered, recycled or diverted materials by type.

(7) Annually or upon request, provide written assurance and description of disposal capability to support the city for ten years into the future.

(g) Private companies engaged in the building, construction and land development business in the city shall comply with the waste minimization provisions in the land development ordinance, appendix B to this Code.

(h) The following additional requirements shall apply to private businesses which operate in the city and provide solid waste collection and disposal services to dumpsters:

(1) When the code enforcement official receives two complaints from different addresses within a 30-day period regarding noise generated by dumpster servicing, staff will notify the sanitation company whose collection generated the complaint and enact the following conditions:

a. No person or entity shall engage in the collection, transportation or disposal of any solid waste or recyclables from dumpsters, containers or receptacles of any kind or type in any residential zoned area or any location adjacent to a residential zoned area between the hours of 11:00 p.m. and 6:00 a.m., except in those locations where compliance would pose a threat to public health, safety and welfare, which must be identified by the person or entity engaged in the collection, transportation or disposal of any solid waste or recyclable and approved by the code enforcement official.

b. In those locations where compliance could pose a threat to public health, safety and welfare, the code enforcement official shall consult with the sanitation company and the property owner to determine if compliance would constitute such a threat. If compliance would not pose a threat to public health, safety and welfare, collection must comply with the time prohibitions listed above.

c. If the code enforcement official determines that collection during prohibited times is warranted, staff will work with the sanitation company to minimize noise generated by collection. This would include but not be limited to modifying equipment to muffle noise, increasing driver education on safety and service issues through better training, and evaluation of possible dumpster relocation.

d. If the company fails to cease collection during prohibited times or to minimize the noise generated by collection, the person(s)

Deleted: Catalog this total into residential and commercial/industrial subtotals.

Deleted: e

Deleted: f

directing/managing the operation of the company and the employee whose acts violated the terms of this article will be considered in violation of this article and subject to prosecution through the city's nuisance ordinance procedure.

(2) Specifically excluded from the applicability of this article are the dumpsters located at any of the schools in the city.

Sec. 42-84. Garbage collection fees; invoices; penalties for late payment.

(a) Fees for the collection of all types of garbage shall be set by the City Contractor and approved by the City Council. The charges may be altered from time to time. A garbage collection fee schedule shall be on file in the office of the city clerk.

(b) Invoices for any residential commercial garbage collection fees established shall be billed on a quarterly basis, and if such bill is not paid on the first day of the month following, a penalty may be added. Such penalties shall not preclude the city contractor from taking whatever action it deems necessary to enforce payment of the garbage collection fees or to discontinue service.

(c) Persons, firms, individuals, corporations or associations of individuals who have their collection service discontinued shall be in violation of this chapter and shall be subject to the penalties set forth in Section 42-84 herein.

Sec. 42-85. Penalty.

Any person, firm, or corporation violating any of the provisions of this article shall, upon conviction thereof, be subject to prosecution and the penalties set forth in Section 1-11 of the Code of Ordinances Each offense and a separate offense shall be deemed committed on each day during or on which a violation continues.

Section 3. 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 4. 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 5. This ordinance shall be in full force and effect upon its official adoption by the City Council.

This __________ day of ____________________ 2008.

____
Harold Logsdon, Mayor

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Attest: ____________________________
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor and Council Members**
VIA:	**City Manager** **Financial Services Director** **Assistant Financial Services Director** **Purchasing Agent** **Developmental Services Director**
FROM:	**City Engineer**
DATE:	**October 28, 2008**
SUBJECT:	**Lake Peachtree Multi-use Path Bridge Replacement Project** ***November 6, 2008 City Council Agenda***

Recommendation:

Staff recommends that City Council award the design for the Flat Creek/Lake Peachtree Multi-Use Path Bridge Expansion Project to Neel-Schaffer, of Stockbridge, GA for their proposed lump sum fee for design, construction drawings, specification and permitting of **$76,246.**

Discussion:

On September 26, 2008, the City of Peachtree City solicited proposals from engineering firms for the replacement of the Flat Creek/Lake Peachtree Multi-Use Path Bridge. Twenty (20) contractors attended the mandatory pre-proposal meeting held on the 26th of September. Eight (8) proposals were received, opened, and reviewed on October 21, 2008. Staff evaluated the eight (8) proposals based on the criteria in the Request for Proposal (RFP). The weighted criteria included similar design experience and project team qualifications (30%), demonstrating understanding of the RFP (30%), and references (10%). Based on the aforementioned weighted criteria Staff selected the top four firms and opened their price proposals. The lump sum results were as follows:

Neel-Schaffer, Inc.	**$76,246**
The LPA Group, Inc.	$83,000
J.B. Trimble, Inc.	$99,990
Mactec Engineering, Inc.	$133,800

Staff then evaluated the four companies based on the weighted price criteria (30%) and included this information in the overall ranking. Based on the combined weighted scores, Neel-Schaffer came out with the highest score. Therefore, staff recommends that City Council award the design to Neel-Schaffer, Inc.

Budget Impact:

If approved by City Council, funds are available in SPLOST Fund for these expenses.

cc: City Engineer's File

EVALUATION SUMMARY

FLAT CREEK/LAKE PEACHTREE MULTI-USE PATH BRIDGE EXPANSION PROJECT

COMBINED EVALUATION

Company	Amount	Price Proposal (30% weight)	Previous similar design experience and project team qualifications (30% weight)	Demonstrate understanding of and compliance with the RFP (30% weight)	References (10% Weighted)	Weighted Score
Florence & Hutcheson, Inc.	na	na	1.0	1.4	1.0	na
Heath & Lineback Engineers, Inc.	na	na	3.0	4.4	3.6	na
QK4	na	na	1.0	1.4	1.0	na
Mactec	$133,800.00	2.8	4.4	4.6	4.8	**4.01**
URS Corporation	na	na	2.8	4.6	5.0	na
The LPA Group	$83,000.00	4.6	4.3	4.5	3.3	**4.35**
Neel-Schaffer	**$76,246.00**	**5.0**	**4.2**	**4.3**	**4.7**	**4.52**
J.B. Trimble/Hatch Mott MacDonald	$99,990.00	3.8	5.0	4.8	3.6	**4.45**

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager

FROM: Acting Administrative Services Director / City Clerk

DATE: October 24, 2008

SUBJECT: Consider Ordinance Amendment – Lodging Tax
(definition of permanent occupant)
November 6, 2008, City Council Meeting

Recommendation:

Staff recommends that Council adopt the attached amendment to Section 74-164 of the Code of Ordinances.

Discussion:

This year, the Georgia Legislature amended State Law relating to Hotel/Motel Taxes. One of the changes extended the applicability of the tax to residents staying long-term in hotels, increasing the taxable limit from ten days to thirty days.

The proposed amendment is a housekeeping item to bring Peachtree City's ordinance in line with the changes in state law.

Budget Impact:

This item will result in increased revenue from Hotel/Motel taxes if the local hotels have long-term occupants staying more than ten consecutive days at their facilities.

ORDINANCE NO: ________

AN ORDINANCE TO AMEND THE LODGING TAX, SECTION 74 OF THE CODE OF ORDINANCES OF THE CITY OF PEACHTREE CITY, GEORGIA, SO AS TO PROVIDE FOR THE DEFINITION OF PERMANENT RESIDENT; AND FOR OTHER PURPOSES.

NOW THEREFORE BE IT AND IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF PEACHTREE CITY, GEORGIA, THAT:

Section 1. Chapter 74, Article V, Section 162, of the Code of Ordinances of the City of Peachtree City, Georgia, as amended, is hereby further amended as follows:

Sec. 74-162. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Due date means the 20th day after the close of the monthly period for which tax is to be computed.

Guest room means a room occupied, or intended, arranged or designed for occupancy, by one or more occupants for the purpose of living quarters or residential use. It shall not include meeting rooms or exhibitions halls.

Hotel means any structure or any portion of a structure, including any lodginghouse, roominghouse, dormitory, turkish bath, bachelor hotel, auto court, inn, public club or private club, containing guest rooms and which is occupied or is intended or designed for occupancy by guests, whether rent is paid in money, goods, labor or otherwise, It does not include any jail, hospital, asylum, sanitarium, orphanage, prison, detention or other buildings in which human beings are housed and detained under legal restraint.

Monthly means the calendar months of any year.

Occupancy means the use or possession or the right to the use or possession of any room or apartment in a hotel or the right to the use or possession of the furnishings or to the services and accommodations accompanying the use and possession of the room or apartment.

Occupant means any person who, for a consideration, uses, possesses or has the right of use or possession of any guest room in a hotel under any lease, concession, permit, right of access, license to use or other agreement, or otherwise.

Operator means any person operating a hotel in the city, including but not limited to the owner or proprietor of such premises, lessee, sublessee, lender in possession, licensee or any other person otherwise operating such hotel.

Permanent resident means any occupant as of a given date who has or shall have occupied or has or shall have the right of occupancy of any guest room in a hotel for at least thirty-one (31) consecutive days next preceding such date.

Deleted: ten

Person means an individual, firm, partnership, joint venture, association, social club, fraternal organization, joint stock company, corporation, nonprofit corporation or cooperative nonprofit membership, estate, trust, business trust, receiver, trustee, syndicate, or any other group or combination acting as a unit, the plural as well as the singular number, excepting the United States of America, the state, and any political subdivision of either upon which the city is without power to impose the tax provided in this article.

Rent means the consideration received for occupancy valued in money, whether received in money or otherwise, including all receipts, cash, credits and property or services of any kind or nature, and also the amount for which credit is allowed by the operator to the occupant, without any deduction whatsoever.

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

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

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

This ________ day of ______________________ 2008.

____
Harold K. Logsdon, Mayor

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Attest: ______________________________
City Clerk

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CITY OF PEACHTREE CITY
DONATIONS RECEIVED
SEPTEMBER 2008

POLICE DEPARTMENT		
DARE DONATION - KIWANIS	$	5,000.00
TASER DONATION- NISSAN SOUTH		27,000.00
K-9 DONATION - WANZER		1,000.00
K-9 DONATION - STUDIO ONE		100.00
TOTAL MONTH OF SEPTEMBER 2008	$	33,100.00

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Peachtree City Council**

VIA: **Bernie McMullen, City Manager** Bernie McMullen

FROM: **Edwin Eiswerth, Fire Chief** EE

DATE: **November 4, 2008**

SUBJECT: **Consider Acceptance of GEMA FY2005 Homeland Security Grant** *November 6, 2008 Council Meeting*

Recommendation:

That the Mayor and Council authorize the acceptance of the FY 2005 Homeland Security Grant in the amount of $4,732.00.

Discussion:

Peachtree City has been offered the opportunity to receive a grant in the amount of $4,732.00 from unexpended fiscal year 2005 Office of Domestic Preparedness, Homeland Security Grant funds for the purchase of nine Global Positioning Units and a notebook computer for the hazardous materials response team. Purchase of these items through this grant should eliminate anticipated expenditures in future budget years.

These items were originally believed to have been purchased by GEMA on our behalf, however it is now necessary for Peachtree City to purchase these items directly prior to November 18, 2008 and seek 100% reimbursement through the grant process.

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

Budget Impact:

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

GEORGIA EMERGENCY MANAGEMENT AGENCY

SONNY PERDUE
GOVERNOR

CHARLEY ENGLISH
DIRECTOR

August 31, 2007

RE: FIPS #113-59724-03
GAN #2005-GE-T5-0052
Budget Worksheet #0950
Peachtree City Fire Department

Chief Ed Eiswerth
Peachtree City Fire Department
105 Peachtree Park North
Peachtree City, Georgia 30269

Dear Chief Eiswerth:

Enclosed is the Grantee-Subgrantee, Office for Domestic Preparedness (ODP) State Homeland Security Grant Program FY05 Agreement. This agreement governs the procurement and use of equipment being funded by ODP, to help your agency to prepare for and react to acts of terrorism.

The amount of this agreement is $4,785.00. 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 F, and Exhibit G, to the attention of your grants manager **within 14 days of receipt of this letter**. Keep a copy of each form for your records.

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

Sincerely,

Angi Ford
Public Assistance Director

af/dm
Enclosures
cc: Tom Hughey, Training Officer
Peachtree City Fire Department

FISCAL YEAR 2005 HOMELAND SECURITY GRANT PROGRAM
GRANTEE-SUBGRANTEE AGREEMENT

The United States Department of Homeland Security, Office of State and Local Government Coordination and Preparedness (SLGCP), Office for Domestic Preparedness (ODP) approved the application and awarded grant funding from the State Homeland Security Program and the Law Enforcement Terrorism Prevention Program to the Georgia Emergency Management Agency (GEMA) on behalf of the State of Georgia, in accordance with the Department of Homeland Security (DHS) Appropriations Act of 2005. 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 $4,785.00 to the City of Peachtree City Fire Department**, as Subgrantee, in accordance with the **Fiscal Year 2005 Homeland Security Grant Program (HSGP).**

Under this Agreement, GEMA will execute the interests and responsibilities of the Grantee. The individual designated to represent the State is **Charley English, Authorized Grantee Official**. The State has designated **Ralph Reichert as the Program Manager** of this program. The Subgrantee's Authorized Official has authority to legally bind the Subgrantee and will execute the interests and responsibilities of the Subgrantee. The Subgrantee's Authorized Official is the person whose name appears on page five (5) of this agreement and whose signature appears on page five (5) 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 August 30, 2007 to January 31, 2008.

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 Justice, Office of Justice Programs (OJP) , Office of the Comptroller's **Financial Guide**, found on OJP's Web site: http://www.ojp.usdoj.gov/FinGuide.
Exhibit B	United States Department of Homeland Security, Office of State and Local Government Coordination and Preparedness, Office for Domestic Preparedness Program Guidelines and Application Kit for the Fiscal Year 2005 Homeland Security Grant Program, found on OJP's Web site: http://www.ojp.usdoj.gov/odp/docs/fy05hsgp.pdf.
Exhibit C	Georgia Emergency Management Agency FY 05 ODP/Georgia Homeland Security, State Homeland Security Program (SHSP) Application Announcement and Instructions, a copy of which is available on the GEMA Web site: http://www.gema.state.ga.us.
Exhibit D	Approved Detailed Budget Worksheet.
Exhibit E	Payment Request Form.
Exhibit F	Standard Assurances – OMB Approval No.1 1121-0140.

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.

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. 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.

2. The Subrantee shall complete and submit reports as requested by GEMA and cooperate and assist GEMA in complying with ODP's tracking and reporting requirements. Specifically, without limitation, Subgrantee shall submit information at GEMA's request and direction to assist GEMA in submitting Biannual Strategy Implementation Reports and Categorical Assistance Program Reports in accordance with ODP's requirements as outlined in the ODP Guide (Exhibit B).

3. **Financial Status Report (FSR):** Obligations and expenditures must be reported to GEMA on a quarterly basis through the FSR, which are 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..

4. **Grant Closeout Report:** Within 60 days after the ending effective date of the subgrant, the Subgrantee will 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 2005 Homeland Security Appropriations Act and this Agreement.

2. **Code of Federal Regulations (CFR):** The Subgrantee agrees to comply with 28 CFR Part 66 (Uniform Administrative Requirements for Grants to States).

3. **Office of Management and Budget (OMB):** 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 OJP Financial Guide, Chapter 19. The Subgrantee further agrees to comply with the standards put forth in OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments.

4. **OJP Financial Guide:** The Subgrantee agrees to comply with the financial and administrative requirements set forth in the current edition of the United States Department of Justice, Office of Justice

Programs, Office of the Comptroller's Financial Guide (Exhibit A to this agreement). In particular, without limitation, Subgrantee acknowledges and agrees to the "Withholding of Funds" provisions set forth below:

WITHHOLDING OF FUNDS

The awarding agency may withhold reimbursement of grant funds if the subgrantee demonstrates any of the following:

1. Unwillingness or inability to attain program or project goals or to establish procedures that will minimize the time elapsing between the cash drawdowns and expenditure;
2. Inability to adhere to guideline requirements or special conditions;
3. Improper engagement of awarding and administering contracts; and
4. 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 2005 Homeland Security Grant Program Guidelines (Exhibit B), including without limitation meeting the minimum National Incident Management System (NIMS) Fiscal Year 2005 implementation compliance requirements in the National Initiatives section of the ODP program guidelines (Exhibit B to this agreement and on the FEMA web site, www.fema.gov/nims.) In order to receive FY 2006 preparedness funding, applicants will need to certify as part of their FY 2006 grant applications that they have met the FY 2005 NIMS requirements.

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 to adhere to the State's Homeland Security Strategy.

Special Conditions

The Subgrantee agrees to the following conditions:

1. The Subgrantee agrees that all allocations and use of funds under this grant will be in accordance with the Fiscal Year 2005 Homeland Security Grant Program Guidelines and Application Kit (Exhibit B) and must support the goals and objectives included in the State Homeland Security Strategy.

2. The Subgrantee agrees that all allocations and use of funds under this grant will be in accordance with the Georgia Emergency Management Agency FY 05 ODP/Georgia Homeland Security, State Homeland Security Program (SHSP) Application Announcement and Instructions (Exhibit C).

3. 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.

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

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

6. Subgrantee understands and agrees that funds awarded for consultants do not include any consultant rate in excess of $450 per day. A detailed justification must be submitted to GEMA and approved by GEMA and SLGCP prior to obligation or expenditure of such funds.

7. 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 ODP.

8. 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.

9. If the Subgrantee violates any of the conditions of this agreement, including all 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.

10. 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 the Office of State and Local Government Coordination and Preparedness (SLGCP), United States 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 SLGCP or the U.S. Department of Homeland Security."

11. Subgrantee acknowledges that SLGCP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support. The Subgrantee agrees to consult with SLGCP through GEMA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

12. 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."

13. The Subgrantee agrees to comply with the National Environmental Policy Act (NEPA) requirements, if applicable; to obtain written approval by SLGCP, 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.

14. Any Subgrantee receiving a grant award for a Web EOC agrees to grant the State of Georgia "read only" access.

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

9/4/2007
Signature Date

By: ______________________
Subgrantee's Authorized Official

Sept 11, 2007
Signature Date

Thomas Hughey
Printed or Typed Name of
Subgrantee's Authorized Official

Exhibit D

GEORGIA EMERGENCY MANAGEMENT AGENCY
ODP FY 05 State Homeland Security Grant Program *(SHADED AREAS ARE FOR GEMA USE ONLY)*

SHSGP ______ LETPP ______	FIPS NO.	SHEET #	DATE SUBMITTED	APPROVAL DATE
Federal ID No. 58-	APPLICANT (Agency/ Department) Peachtree City Fire Department	COUNTY Fayette	GEMA AREA 7	GAN NO.
ADDRESS 105 Peachtree Pkwy N. Peachtree City, GA 30269		CONTACT NAME Tom Hughey		CONTACT PHONE / ALTERNATE NO. (770) 631-2526 office / (770) 719-0136 (24 hr)

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)

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

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

COST ESTIMATE

ITEM NO	CATEGORY	ITEMS FROM AUTHORIZED EQUIPMENT LIST	STATE GOAL, OBJECTIVE, STEP #	REQUESTED QUANTITY	COST EACH	TOTAL COST
1	4	Computer w/detection software		1	$2,482.00	$ 2,482.00
2	19	GPS Unit		9	$250.00	$ 2,250.00
3						$ -
4						$ -
5						$ -
6						$ -
7						$ -
8						$ -
9						$ -
10						$ -
11						$ -
12						$ -
13						$ -
14						$ -
15						$ -
16						$ -
17						$ -
18						$ -
19						$ -
20						$ -
21						$ -
22						$ -
23						$ -
24						$ -
					TOTAL	$ 4,732.00

PREPARED BY: Jane Swift, Grant Budget Analyst

Exhibit F

ASSURANCES

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

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances containedtherein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and toprovide such additional information may be required.

2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally - assisted programs.

3. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)

4. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.

5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access toand the right to examine all records, books, papers, or documents related to the grant.

7. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA)list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for usein any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurancepayment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

10. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569 a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

11. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergove-rnmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

13. It will comply, and all its contractors will comply, with the nondiscri-mination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

14. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

15. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for $500,000 or more.

16. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

Capt. [signature]

Signature

02/11/07

Date

Exhibit G

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

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

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

1. LOBBYING

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

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

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

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

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

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

A. The applicant certifies that it and its principals:

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

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convic-tion. 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 iden-tification 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 enforce-ment, 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)

105 Peachtree Pkwy N.
Peachtree City, GA 30269

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 ap-plication 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, posses-sion, 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:
Peachtree City Fire Dept.
105 Peachtree Pkwy N.
Peachtree City, GA 30269

2. Application Number and/or Project Name

GAN# 2005-GE-T5-0052

3. Grantee IRS/Vendor Number

Tom Hughey, Captain

4. Typed Name and Title of Authorized Representative

Capt Tom Hughey

5. Signature

09/11/07

6. Date

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

Georgia Emergency Management Agency
Grantee-Subgrantee State Homeland Security Grant Program Agreement
Prime Vendor Addendum

Pursuant to the Governor's Authority under the Georgia Emergency Management Act of 1981, the Georgia Emergency Management Agency (GEMA) has been designated as the **State Administrative Agency (SAA)** for the U.S. Department of Homeland Security Office of Domestic Preparedness (ODP) grant programs. In 2003, ODP awarded the State of Georgia the State Homeland Security Grant Program Parts I and II. Additionally, ODP offered access to its Equipment Purchase Assistance Program Prime Vendor Agreement with the Defense Logistics Agency, Fisher Safety and other vendors.

The Governor, through his statutory power to direct GEMA to coordinate the activities of all organizations for emergency management within the state, has consented for GEMA to acquire equipment for local governments provided through ODP's Prime Vendor Agreement.

1) Parties: GEMA will be referred to as Grantee hereinafter in this addendum.
Peachtree City Fire Dept. will be referred to as
(Name of Organization)
Subgrantee here inafter in this addendum.

2) Grantee Duties:

a) Grantee agrees to acquire equipment approved in the Subgrantee's State Homeland Security Grant Program project through ODP's Prime Vendor Agreement. Grantee will use funds allocated for that project to make payment for equipment purchased under this project.

b) Grantee will direct ODP's Prime Vendor to deliver equipment to Subgrantee's address.

3) Subgrantee Duties:

c) Subgrantee consents to Grantee's acquisition of equipment approved in Subgrantee's State Homeland Security Grant Program project through ODP's Prime Vendor Agreement. Subgrantee agrees for Grantee to use funds allocated for that project to make payment for equipment purchased under this project.

d) Subgrantee agrees to accept equipment upon delivery from Prime Vendor.

e) Subgrantees agrees to maintain equipment in accordance with the U.S. Department of Justice, Office of Justice Programs (OJP), Office of the Comptroller's Financial Guide found at OJP's website: **www.ojp.usdoj.gov**

By the signature of both parties, this addendum will become a part of the Grantee- Subgrantee State Homeland Security Grant Program Agreement pursuant to term 10 of that agreement.

Agreed:

Authorized Recipient Official	Capt. [signature] Subgrantee's Authorized Rep.
	Capt. Tom Hughey Subgrantee's Authorized Rep. (printed name)
9/11/07 Date	09/11/07 Date

Exhibit H

Office of Homeland Security - GEMA
ODP FY 05 State Homeland Security Program

QUARTERLY FINANCIAL STATUS REPORT (FSR) *

FISCAL YEAR / PART Fiscal Year 2005	FIPS NO.	BW #	DATE SUBMITTED	REPORTING PERIOD (EXAMPLE 3/1/05-5/31/05)
	APPLICANT (Agency/ Department)	COUNTY	AREA	GAN NO.
ADDRESS		CONTACT NAME		CONTACT Phone / ALTERNATE NO.

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

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

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and City Council**

VIA: **City Manager**
Financial Services Director
Assistant Finance Director
Purchasing Agent
Developmental Services Director

FROM: **City Engineer**

DATE: **November 5, 2008**

SUBJECT: **Tri-Party Agreement for MacDuff Parkway Bridge over CSX**
November 6, 2008 City Council Meeting

Recommendation:

Staff recommends that City Council authorize the Mayor to sign the attached construction agreement between CSX Transportation Inc., Brent Scarbrough and Company Inc. and the City of Peachtree City for the construction of the new bridge on MacDuff Parkway.

Discussion:

The permits for the construction of the MacDuff Parkway extension have been issued and construction is underway. The design drawings for the new MacDuff Parkway bridge over the CSX rail lines have been submitted to the City for review and approval. One of the items needed for the City to approve the bridge construction is for the developer to have all the necessary contracts/agreements with CSX in place. CSX has provided the City with a construction agreement that needs to be signed by CSX Transportation Inc., Brent Scarbrough and Company Inc. and the City of Peachtree City.

The City attorney has reviewed the construction agreement and is comfortable with the form. The agreement does not obligate the City, it only states that the City will inspect the construction, and accept the bridge if acceptable. Therefore, Staff recommends that the City approve the agreement. If Council approves the agreement, three original signed copies must be forwarded to CSX Transportation for their signature.

Budget Impact:

There is no budget impact associated with this request.

Attachment Construction Agreement

cc: File

CONSTRUCTION AGREEMENT

This Agreement is made as of _______________, 200__, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida ("CSXT"), the City of Peachtree City, Georgia , a body corporate and politic under the laws of the State of Georgia ("Agency"), and Brent Scarbrough and Company, Inc., a corporation in the State of Georgia ("Developer").

EXPLANATORY STATEMENT

1. Developer proposes to construct, or to cause to be constructed, a New Private Vehicular Bridge over CSXT at, or near CSXT M.P. ANB 831.65, Atlanta Division, Atlanta Terminal Subdivision, in Peachtree City, Fayette County, Georgia (the "Project") to facilitate the development of Developer's property in the vicinity of the Project by Developer for residential community housing purposes.

2. Developer has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal governmental agencies (including Agency) and their respective governing bodies and regulatory agencies necessary to proceed with the Project and to appropriate all funds necessary to construct and maintain the Project.

3. Upon completion of the Project and Agency's inspection and acceptance of the Project, consisting of all of its permanent aspects of the Project, including its piers, abutments, framework, deck, approaches, supports, roadway, sidewalks, lighting, railings, curbing, landscaping and all incidental or appurtenant improvements, Agency shall accept from Developer, by dedication and/or warranty deed, title to the Project and shall assume all maintenance obligations with respect to the Project as more particularly described by this Agreement.

4. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, it is agreed as follows:

1. PROJECT PLANS AND SPECIFICATIONS

1.1 Preparation and Approval. Pursuant to Exhibit A, all plans, specifications and drawings necessary or appropriate to the design and construction of the Project shall be prepared, at Developer's sole cost and expense, by Developer or CSXT or their respective consultants or contractors. Project plans, specifications and drawings prepared by or on behalf of Developer shall be subject, at CSXT's election, to the review and approval of CSXT and Agency. Such plans, specifications and drawings, whether in original or amended form, as prepared or approved by CSXT and Agency, are referred to as the "Plans". Upon the approval of CSXT and Agency, the Plans shall be incorporated and deemed a part of this Agreement. Plans submitted for approval by CSXT and Agency as of the date of this Agreement are set forth in Exhibit B to this Agreement.

1.2 Effect of CSXT Approval or Preparation of Plans. By its review, approval or preparation of Plans pursuant to this Agreement, CSXT signifies only that such Plans and improvements constructed in accordance with the Plans satisfy CSXT's then existing requirements. CSXT expressly disclaims all other representations and warranties in connection with such Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Developer, Agency or any other persons of such Plans or improvements constructed in accordance with the Plans.

1.3 Compliance with Plans. The Project shall be constructed in accordance with the Plans. Modifications to the Plans will be permitted only with the approval of CSXT and Agency.

2. ALLOCATION AND CONDUCT OF WORK

Work in connection with the Project shall be allocated and conducted as follows:

2.1 CSXT Work. Subject to timely payment by Developer to CSXT of Reimbursable Expenses (as provided by Section 4), CSXT shall provide, or cause to be provided through its consultants and subcontractors, the services as set forth by Exhibit A to this Agreement. Developer agrees that CSXT shall provide all services that CSXT deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or liability exposure of any kind, and in compliance with all applicable federal, state and local regulations and CSXT's contractual obligations, including, but not limited to, CSXT's existing or proposed third party agreements and collective bargaining agreements.

2.2 Developer Work. Developer shall perform, or cause to be performed, all work as set forth by Exhibit A, at Developer's sole cost and expense.

2.3 Conduct of Work.

2.3.1 By CSXT. CSXT shall commence its work under this Agreement following: (i) delivery to CSXT of a notice to proceed from Developer; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by CSXT prior to the commencement of work by CSXT; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iv) delivery of the performance bonds and the Letter of Credit required by Section 5; and (v) CSXT's approval of insurance required by Section 9. CSXT's initiation of any work under this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section.

2.3.2 By Developer. Neither Developer nor its contractors ("Contractors" or "Contractor") shall commence any work on CSXT property, unless and until: (i) approval by CSXT and Agency of Plans for such work pursuant to Section 1; (ii) CSXT's approval of insurance required by Section 9; (iii) issuance of all permits, approvals and authorizations necessary or appropriate to such work; (iv) payment to CSXT of all Reimbursable Expenses required prior to commencement of such work pursuant to Section 4.1; (v) in the case of work to be performed by Contractor, such Contractor executes and delivers to CSXT the acknowledgment required by Section 3; and (vi) delivery of the performance bonds required by Section 5.

2.3.3 Completion of Work. The parties intend that all work by CSXT or on or over CSXT property shall be concluded by July 31, 2009. Failure to do so for any reason shall not constitute a default by CSXT.

3. SPECIAL PROVISIONS

Developer shall observe and abide by, and shall require its Contractors ("Contractors") to observe and abide by, the terms, conditions and provisions set forth in Exhibit C to this Agreement (the "Special Provisions"). To the extent that Developer performs Project work itself, Developer shall be deemed a Contractor for purposes of this Agreement. Developer further agrees that, prior to the commencement of Project work by any third party Contractor, such Contractor shall execute and deliver to CSXT Schedule I to this Agreement to acknowledge Contractor's agreement to observe and abide by the terms and conditions of this Agreement.

4. COST OF PROJECT AND REIMBURSEMENT PROCEDURES

4.1 Reimbursable Expenses. Developer shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Project, including, without limitation but not limited to, (1) all out of pocket expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4) costs for tools, equipment, materials and supplies, (5) sums paid to CSXT's consultants and subcontractors, and (6) CSXT labor in connection with the Project, together with the overhead percentages and additives established by CSXT (collectively, "Reimbursable Expenses"). Reimbursable Expenses shall also include expenses incurred by CSXT prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 4.2.

4.2 Estimate. CSXT has estimated the total Reimbursable Expenses for the Project as shown on Exhibit D (the "Estimate", as amended or revised). However, the parties acknowledge and agree that actual Reimbursable Expenses may exceed or differ from those set forth in the Estimate, and Developer shall reimburse CSXT for all such Reimbursable Expenses. In the event CSXT anticipates that actual Reimbursable Expenses for the Project may exceed such Estimate, it shall provide Developer with the revised estimate of the total Reimbursable Expenses, together with a revised Payment Schedule (as defined by Section 4.3.1), for Developer's approval. CSXT may elect, by delivery of notice to Developer, to immediately cease all further work on the Project, until Developer provides such approval and confirmation. Upon Developer's approval of the revised estimate, such revised estimate shall be deemed to be the new Estimate.

4.3 Payment Terms. It is the understanding and mutual intent of the parties that CSXT shall obtain payment in advance of its incurrence of Reimbursable Expenses. Accordingly, the parties agree as follows:

4.3.1 Payment Schedule. Developer shall pay CSXT for Reimbursable Expenses as set forth in the Payment Schedule as shown on Exhibit E (the "Payment Schedule", as revised from time to time pursuant to Section 4.2).

4.3.2 Final Invoice and Reconciliation. Following the completion of the Project, CSXT shall submit to Developer a final invoice that reconciles the total Reimbursable Expenses incurred by CSXT against the total payments received from Developer. Developer shall pay to CSXT the amount by which Reimbursable Expenses exceed total payments, as shown by the final invoice, within thirty (30) days following delivery of such invoice to Developer. In the event that the payments received by CSXT from Developer exceed the Reimbursable Expenses, CSXT shall remit such excess to Developer.

4.3.3 Default Remedies. In the event that Developer fails to pay CSXT any sums due CSXT under this Agreement: (i) Developer shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Developer: (A) to immediately cease all further work on the Project, unless and until Developer pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

4.3.4 Delivery of Invoices and CSXT Payment Address. All invoices from CSXT shall be delivered to Developer in accordance with Section 17 of this Agreement. All payments by Developer to CSXT shall be made by certified check and mailed to the following address or such other address as designated by CSXT's notice to Developer.

CSX Transportation, Inc.
P. O. Box 116651
Atlanta. GA 30368-6651

4.4 Effect of Termination. Developer's obligation to pay CSXT Reimbursable Expenses through the effective date of any termination of this Agreement in accordance with Section 4 shall survive.

4.5 Agency's Expenses. CSXT shall bear no responsibility or liability to Agency for payment of any costs or expenses owed or due Agency from Developer.

5. DEVELOPER'S ASSURANCES

Upon the execution and delivery of this Agreement, Developer shall provide to CSXT the following:

5.1 Performance Bond. Developer shall provide to CSXT and Agency performance and maintenance bonds, in form and substance and from a surety acceptable to CSXT and Agency, or such other security acceptable to CSXT and Agency, to secure performance of Developer's obligations under this Agreement, including performance of work to be performed by Developer or its Contractors and the maintenance of the Project following its completion until Project is dedicated and conveyed to Agency in accordance with Section 13.

5.2 No Liens. Developer shall not permit or create any liens upon or security interest in the Project or CSXT's property. Developer's failure to promptly discharge and release any such lien or security interest shall constitute a default by Developer under this Agreement. In such case, in addition to its other remedies pursuant to this Agreement, CSXT shall be entitled (but not required) to obtain the discharge and release of such lien or security interest, at the sole cost and expense of Developer.

5.3 Letter of Credit. Developer shall obtain and maintain, until the acceptance and dedication of the Project to Agency in accordance with Section 13.1, to secure the satisfaction of all of its obligations under Section 4, 5, 8.1, 8.3 and 13.1 of this Agreement, an irrevocable unconditional letter of credit for the benefit of CSXT, in form and substance acceptable to CSXT (the "Letter of Credit"). CSXT shall be entitled to draw upon the Letter of Credit, in whole or in part, in the event that: (i) Developer has failed to observe or perform such obligations; or (ii) for any reason within one year from the date of completion of the Project Developer has failed to assign and convey the Project to Agency, or Agency has failed to accept such assignment and conveyance in accordance with Section 13.1.

5.4 Contract Warranties. Developer shall obtain from its Contractor warranties as to its work and materials with respect to the Project, copies of which have been furnished to Agency and CSXT, which Developer shall enforce, and shall accrue to the benefit of, and may be enforced by Agency and/or CSXT.

5.5 Default Remedies. In the event that any of the performance bonds or other security required by this Section shall expire, terminate or otherwise become unenforceable or invalid in any respect, or there shall occur an event of default , CSXT shall be entitled, by delivery of notice to Developer to terminate this Agreement and/or terminate or suspend performance of all work on the Project by CSXT and by Developer and its Contractors on CSXT property.

6. EASEMENTS AND LICENSES

6.1 Developer Obligation. Developer shall acquire all necessary licenses, permits and easements required for the Project.

6.2 Temporary Construction Licenses. Insofar as it has the right to do so, CSXT hereby grants Developer a nonexclusive license to access CSXT's property, to the extent necessary for the construction of the Project (excluding ingress or egress over public grade crossings), along such routes and upon such terms as may be defined and imposed by CSXT or its authorized representative, and such temporary construction easements as may be designated on the Plans approved by CSXT and Agency.

6.3 Permanent Easements. Insofar as it has the right to do so, CSXT shall grant, without warranty to Developer, easement (the "Easement") for the use and maintenance of the Project as set forth in Section 10.1 wholly or partly on CSXT property as shown on the Plans approved by CSXT, if any, on terms and conditions and at a price acceptable to CSXT, Agency and Developer. Upon request by CSXT, Developer shall furnish to CSXT descriptions and plat plans for the Easement.

7. PERMITS

At its sole cost and expense, Developer shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to CSXT and Agency.

8. TERMINATION OF PROJECT OR AGREEMENT

8.1 By Developer. For any reason, Developer may, at its sole remedy, terminate this Agreement and the Project, by delivery of notice to CSXT. Developer acknowledges and agrees that, in the event of the actual, purported or alleged breach of this Agreement by CSXT, Developer's sole remedy is termination of this Agreement, and Developer shall not pursue either specific performance or recovery of direct, indirect, consequential, incidental or punitive damages. Regardless of the reason for such termination, Developer shall reimburse CSXT for all costs and expenses incurred by CSXT pursuant to this Agreement, including costs incurred in stopping work and returning CSXT property to its original condition.

8.2 BY CSXT. In addition to the rights and remedies available to CSXT under this Agreement, CSXT may terminate this Agreement by delivery of notice to Developer and Agency in the event that Developer or its Contractors fail to observe or perform any of their obligations under this Agreement, and such failure continues more then ten (10) business days following delivery of notice of such failure by CSXT to Developer.

8.3 Consequences of Termination. If the Agreement is terminated by a party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work. Developer shall reimburse CSXT pursuant to this Agreement for the Work performed, plus all costs reasonably incurred by CSXT to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning CSXT's property to its former condition, and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Work. Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce Developer's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, CSXT's only remaining obligation to Developer shall be to refund to Developer payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 4.

9. INSURANCE

In addition to the insurance that Developer requires its Contractor to have, Developer shall acquire or require its Contractor to acquire insurance in compliance with CSXT's insurance requirements attached to this Agreement as Exhibit F. Neither Developer nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved in writing by CSXT's Risk Management Department. If Developer shall fail for any reason to maintain such insurance, CSXT shall be entitled, by delivery of notice to Developer to terminate this Agreement and/or terminate or suspend performance of all work on the Project by CSXT and by Developer and its Contractors on CSXT property.

10. OWNERSHIP, MAINTENANCE AND ALTERATIONS

10.1 Ownership and Maintenance. Unless and until Agency accepts the Project in accordance with Section 13, Developer shall own and without costs to CSXT, maintain, repair, replace and renew the Project. In the event Developer fails to do so after reasonable notice from CSXT (no more than ninety (90) days, unless an emergency condition exists or is imminent in the opinion of CSXT, that requires immediate action), CSXT may perform such maintenance and repair, at the sole cost and expense of Developer. Developer shall notify CSXT of all maintenance and repair activities to be undertaken on, over or within fifty (50) feet of CSXT's right-of-way and enter into such flagging and protective services agreements, as CSXT may require, to ensure the safe and efficient operation of its rail service and Developer's maintenance activities, at Developer's sole cost and expense. Following Agency's acceptance of the Project in accordance with Section 13, Agency shall own the Project and abide by the foregoing provisions applicable to Developer.

10.2 Alterations. Neither Agency nor Developer shall undertake any alteration, modification or expansion of the Project, without the prior approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require. For the purposes of this Section 10.2, an alteration, modification or expansion of the Project consists of changes to the dimensions of the Project within the bounds of CSXT's property or right-of-way, or air space over such Property or right-of-way, including, without limitation, vertical and horizontal clearances, changes affecting the useful life, use or capacity of the Project or any of its components.

10.3 No Use Prior to Agency's Acceptance. Agency and Developer acknowledge and agree that the Project shall not be opened to pedestrian or vehicular traffic other than for use by Developer or its Agents, and Developer shall barricade and post signage acceptable to CSXT and Agency to prevent such use of the Project by other than Developer and its Agents, at Developer's sole cost and expense, until Developer has assigned, conveyed and dedicated to Agency, and Agency has accepted such assignment, conveyance and dedication of the Project, in accordance with Section 13.

10.4 Cessation of Use. Upon abandonment of the use of the Project and subject to the dedication and conveyance of the Project to Agency in accordance with Section 13.1, the Agency shall be responsible for removal of the Project, at its sole cost and expense, and shall reimburse CSXT for all costs and expense incurred by CSXT in connection with such removal.

10.5 Permanent Easement. The Easement granted by CSXT pursuant to Section 6.3 shall incorporate the foregoing provisions and such other covenants and restrictions as CSXT may require to implement the provisions of this Section 10.

11. INDEMNIFICATION

11.1 Generally. To the maximum extent permitted by applicable law, Developer and its Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of CSXT, CSXT's affiliates, Agency, Developer, its Contractors or their respective agents or representatives), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, CSXT's affiliates, Agency, Developer its Contractors or their respective agents or representatives) and environmental damages and any related remediation brought or recovered against CSXT and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractors, Developer, Agency and their respective agents, employees, invitees, contractors, or its contractors' agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about CSXT's property. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement.

11.2 Compliance with Laws. Developer and its Contractors shall comply, and shall require its Contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. Developer and its Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.

11.3 CSXT Affiliates. For the purpose of this Section 11, CSXT's affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.

11.4 Notice of Incidents. Developer and its Contractor shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.

11.5 Survival. The provisions of this Section 11 shall survive the termination or expiration of this Agreement, for any reason.

12. INDEPENDENT CONTRACTOR

The parties agree that neither Developer nor its Contractors shall be deemed either agents or independent contractors of CSXT. Except as otherwise provided by this Agreement, CSXT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by Developer or Developer's Contractor, or the construction practices, procedures, and professional judgment employed by Developer or its Contractor to complete the Project. Notwithstanding the foregoing, this Section 12 shall in no way affect the absolute authority of CSXT to prohibit Developer or its Contractor or anyone from entering CSXT's property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.

13. <u>PUBLIC DEDICATION OF PROJECT</u>

13.1 <u>Dedication and Conveyance</u>. Upon completion of the Project, Developer shall deliver notice of completion to CSXT and Agency. Agency and CSXT shall promptly inspect the Project and notify Developer and the other party of its acceptance of the Project or its determination that the Project requires further work to comply with the Plans. If either Agency or CSXT notify Developer of its determination that such work is required, Developer shall promptly perform such work and notify CSXT and Agency upon completion of such work. Upon the completion of the Project in accordance with the Plans, to the satisfaction of CSXT and Agency, Developer shall assign, dedicate and convey to Agency, and Agency shall accept such assignment, dedication and conveyance of clear and merchantable title to all of Developer's right, title and interest in or to the Project and Developer's obligations under Section 10 of this Agreement and the Easement, by written instrument acceptable in form and substance to CSXT and Agency. In the event that such assignment, conveyance, and dedication is not completed by ____________________, _______ CSXT shall, subject to its written approval of an extension of this date, be permitted to terminate this Agreement pursuant to Section 8 and to require the removal of the Project within CSXT right-of-way in accordance with Section 8.3.

13.2 <u>Termination of Developer Assurances</u>. Upon the execution and delivery of all documents necessary to accomplish the assignment, conveyance and dedication by Developer to Agency pursuant to Section 13.1, CSXT shall release Developer from its obligations under this Agreement (including all performance bonds), and Guarantors of its obligations under the Guaranty Agreement.

14. <u>COMPLETE UNDERSTANDING</u>

This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of all parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.

15. <u>WAIVER</u>

If any party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

16. <u>ASSIGNMENT</u>

CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption of CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligation under this Agreement. Developer shall not assign its rights or obligations under this Agreement without CSXT's prior written approval, which approval may be withheld for any reason.

17. NOTICES.

All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other parties:

If to CSXT:	CSX Transportation, Inc. 301 West Bay Street, J180 Jacksonville, Florida 32202 Attention: Ms. Ekee Ehrlich Public Agency Services
If to Developer:	Brent Scarbrough and Company 270 North Jeff Davis Drive Fayetteville, GA 30214 Attention: Ms. Donna Black
If to Agency:	Peachtree City 151 Willowbend Road Peachtree City, GA 30269 Attention: Mr. Harold Logsdon - Mayor

18. SEVERABILITY

The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.

19. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Georgia, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Duval County, Florida and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Duval County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in triplicate, each by their duly authorized representatives as of the date of this Agreement.

BRENT SCARBROUGH AND COMPANY, INC.

By: ______________________________
Name: D. Brent Scarbrough
Title: President

PEACHTREE CITY, GEORGIA

By: ______________________________
Name: Harold Logsdon
Title: Mayor, Peachtree City, Georgia

CSX TRANSPORTATION, INC.

By: ______________________________
Mr. Mark A. Holder
Title: Director, Public Agency Services

EXHIBIT A
ALLOCATION OF WORK

Subject to Section 2.1, work to be performed in connection with the Project is allocated as follows:

A. Developer shall let by contract to its Contractors:

1. Construction of new overhead vehicular bridge structure, including fencing, in accordance with approved plans.
2. Construction of all portions of the Project, including all roadways, grading, drainage and paving, approaches, sodding, seeding and planting of slopes, and guardrails, etc.

B. CSXT shall perform or cause to be performed:

1. Preliminary engineering services.
2. Flagging and other protective services, as may be necessary.
3. Construction engineering and inspection and periodic field reviews to protect the interests of CSXT.
4. Any other services specifically identified by the Agreement

EXHIBIT B

PLANS AND SPECIFICATIONS

Plans, Specifications and Drawings:

As of the date of this Agreement, the following plans, specifications and drawings have been submitted by Developer to CSXT for its review and approval:

SHEET	TITLE	PREPARER	DATE
1 of 12	General Plan and Elevation	Structural Engineering Solutions, LLC	09/02/08
2 of 12	General Notes	Structural Engineering Solutions, LLC	09/02/08
3 of 12	Deck Plan	Structural Engineering Solutions, LLC	09/02/08
4 of 12	Deck Section	Structural Engineering Solutions, LLC	09/02/08
5 of 12	Miscellaneous Details	Structural Engineering Solutions, LLC	09/02/08
6 of 12	Type III PSC Beam Details	Structural Engineering Solutions, LLC	09/02/08
7 of 12	Bearing Details	Structural Engineering Solutions, LLC	09/02/08
8 of 12	End Bents 1 & 2	Structural Engineering Solutions, LLC	09/02/08
9 of 12	As-Built Foundation	Structural Engineering Solutions, LLC	09/02/08
10 of 12	Reinforcing Schedule	Structural Engineering Solutions, LLC	09/02/08
11 of 12	Wall No. 1 Details	Structural Engineering Solutions, LLC	09/02/08
12 of 12	Wall No. 2 Details	Structural Engineering Solutions, LLC	09/02/08

Structure plans for MacDuff Parkway over CSXT Railroad, dated August 2008, Revised September 02, 2008 prepared by Structural Engineering Solutions, LLC, 3260 Isoline way, Smyrna, GA 30080

NOTE: **In the event subsequent plan submissions are made by Developer to CSXT for review and approval, once approved by CSXT and Agency, said plans shall be considered to be incorporated into this Exhibit B as of the date of CSXT's written approval.**

EXHIBIT C

CSXT SPECIAL PROVISIONS

DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

"CSXT" shall mean CSX Transportation, Inc., its successors and assigns.

"Agreement" shall mean the Agreement among CSXT, Agency, and Developer dated as of ______________, 20__, as amended from time to time.

"Developer" shall mean Brent Scarbrough and Company, Inc.

"Contractor" shall have the meaning ascribed to such term by the Agreement.

"Work" shall mean the Project as described in the Agreement.

I. AUTHORITY OF CSXT ENGINEER

The authorized representative of CSXT ("CSXT Representative") shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by the Developer or its Contractor for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement and these Special Provisions.

II. INTERFERENCE WITH CSXT OPERATIONS

A. Developer or its Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT's property, or to poles, wires, and other facilities of tenants on CSXT's Property or right-of-way. Developer or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CSXT Representative for approval, but such approval shall not relieve Developer or its Contractor from liability in connection with such Work.

B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT's property, Developer or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of Developer or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

III. NOTICE OF STARTING WORK. Developer or its Contractor shall not commence any work on CSXT Property or rights-of-way until it has complied with the following conditions:

A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten business days in advance of the date

Developer or its Contractor proposes to begin Work on CSXT property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.

B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.

C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

IV. WORK FOR THE BENEFIT OF THE CONTRACTOR

A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSXT or Developer, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or Developer, but must be approved by both CSXT and Developer. Developer or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.

B. Should Developer or its Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSXT for such changes to be accomplished at the Developer or Contractor's expense.

V. HAUL ACROSS RAILROAD

A. If Developer or its Contractor desires access across CSXT property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Developer or Contractor must first obtain the permission of CSXT and shall execute a license agreement or right of entry satisfactory to CSXT, wherein Developer or Contractor agrees to bear all costs and liabilities related to such access.

B. Developer and Contractor shall not cross CSXT's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

VI. COOPERATION AND DELAYS

A. The Developer or its Contractor shall arrange a schedule with CSXT for accomplishing stage construction involving work by CSXT. In arranging its schedule, the Developer or the Contractor shall ascertain, from CSXT, the lead time required for assembling crews and materials and shall make due allowance therefor

B. Developer or its Contractor may not charge any costs or submit any claims against CSXT for hindrance or delay caused by railroad traffic; work done by CSXT or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.

C. Developer and its Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.

D. Developer and its Contractor understand and agree that CSXT does not assume any responsibility for work performed by others in connection the Project. Developer and its Contractor further understand and agree that they shall have no claim whatsoever against CSXT for any inconvenience, delay or additional cost incurred by Developer or its Contractor on account of operations by others.

VII. STORAGE OF MATERIALS AND EQUIPMENT

Developer and its Contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless Developer or Contractor has received CSXT Representative's prior written permission. Developer and its Contractor understand and agree that CSXT will not be liable for any damage to such materials and equipment from any cause and that CSXT may move, or require Developer or its Contractor to move, such material and equipment at Developer's or its Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

VIII. CONSTRUCTION PROCEDURES

A. General

1. Construction work on CSXT property shall be subject to CSXT's inspection and approval.
2. Construction work on CSXT property shall be in accord with CSXT's written outline of specific conditions and with these Special Provisions.
3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which Developer and Contractor shall be required to obtain from CSXT, and in accord with any other instructions furnished by CSXT or CSXT's Representative.

B. Blasting

1. Developer or its Contractor shall obtain CSXT Representative's and Developer Representative's prior written approval for use of explosives on or adjacent to CSXT property. If permission for use of explosives is granted, Developer or its Contractor must comply with the following:

   a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Developer or its Contractor.

   b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.

   c. No blasting shall be done without the presence of an authorized representative of CSXT. At least 10 days' advance notice to CSXT

Representative is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.

d. Developer or its Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Developer's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Developer's expense) any track misalignment or other damage to CSXT's property resulting from the blasting, as directed by CSXT Representative, without delay to trains. If Developer's or its Contractor's actions result in delay of any trains, including Amtrak passenger trains, Developer shall bear the entire cost thereof.

e. Developer and its Contractor shall not store explosives on CSXT property.

2. CSXT Representative will:

a. Determine the approximate location of trains and advise Developer or its Contractor of the approximate amount of time available for the blasting operation and clean-up.

b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS

Developer or its Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Developer or its Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and Project construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Developer's or its Contractor's operations shall be performed at Developer's expense.

X. FLAGGING / INSPECTION SERVICE

A. CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever the Developer or its Contractor or its equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.

B. Developer shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.

C. Developer or its Contractor shall give a minimum of 10 days' advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to 90-days to obtain this service, and CSXT shall not be liable for the cost of delays attributable to obtaining such service.

D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative, such inspection may be necessary. Developer shall reimburse CSXT for the costs incurred by CSXT for such inspection service. Inspection service shall not relieve Developer or its Contractor from liability for its Work.

E. CSXT shall render invoices for, and Developer shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by Developer using the new rates. Developer and its Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

XI. UTILITY FACILITIES ON CSXT PROPERTY

Developer shall arrange, upon approval from CSXT, to have any utility facilities on or over CSXT Property changed as may be necessary to provide clearances for the proposed trackage.

XII. CLEAN-UP

Developer or its Contractor, upon completion of the Project, shall remove from CSXT's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Developer or its Contractor. Developer or its Contractor, upon completion of the Project, shall leave CSXT Property in neat condition, satisfactory to CSXT Representative.

XIII. FAILURE TO COMPLY

If Developer or its Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSXT may require Developer and/or its Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due Developer and/or Contractor; (c) CSXT may require Developer to withhold monies due Contractor; and (d) CSXT may cure such failure and the Developer shall reimburse CSXT for the cost of curing such failure.

EXHIBIT D

INITIAL ESTIMATE ATTACHED

CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE

ESTIMATE SUBJECT TO REVISION AFTER: 4/6/2009 **DOT NO.:** TBD
CITY: Peachtree City **COUNTY:** Fayette **STATE:** GA
DESCRIPTION: Construction of Private Vehicular Bridge over CSXT at approximate MP ANB 832.02

DIVISION: Atlanta **SUB-DIV:** Atlanta Terminal **MILE POST:** ANB 831.66
AGENCY PROJECT NUMBER: ___

PRELIMINARY ENGINEERING:			
200 Labor (Non Contract)		$	-
200 Additive		$	-
230 Expenses		$	-
212 Contracted & Administrative Engineering Services		$	-
Subtotal		$	-
CONSTRUCTION ENGINEERING/INSPECTION:			
200 Labor (Non Contract)		$	1,890
200 Additive		$	-
230 Expenses		$	329
212 Contracted & Administrative Engineering Services		$	28,125
Subtotal		$	30,344
FLAGGING SERVICE: (Contract Labor)			
070 Labor (Conductor-Flagman)		$	-
050 Labor (Foreman/Inspector)		$	30,550
070 Additive	(Transportation Department)	$	-
050 Additive	(Engineering Department)	$	
230 Per Diem	(Engineering Department)	$	9,750
230 Expenses		$	5,850
Subtotal		$	46,150
SIGNAL & COMMUNICATIONS WORK:	(Details Attached)	$	-
TRACK WORK: (Details Attached)		$	-
ACCOUNTING & BILLING:			
040 Labor		$	1,000
040 Additive		$	-
Subtotal		$	1,000
PROJECT SUBTOTAL		$	77,494
900 **CONTINGENCIES:**	10.00%	$	7,749
GRAND TOTAL		$	85,243
DIVISION OF COST:			
Agency	100.00%	$	85,243
Railroad		$	-
TOTAL		$	85,243

NOTE: **Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.**

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures [illegible] conditions [illegible] commence or during the progress of the work.

Office of Assistant Chief Engineer Public Projects—Jacksonville, Florida
Estimates prepared by: Susie Crowell STV/RWA
DATE: 10/10/2008 REV SCC
Form Last Revised: December 19, 2006 HAC Project Summary Sheet

EXHIBIT E

PAYMENT SCHEDULE

Upon execution of this Agreement, Developer will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Initial Estimate. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT then estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Developer. Developer shall make such additional deposit within 30 days following delivery of an invoice to Developer.

EXHIBIT F

INSURANCE REQUIREMENTS

I. Insurance Policies:

Developer and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than $5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as a named insured.

2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than $1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates.

3. Business automobile liability insurance with limits of not less than $1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured.

4. Railroad protective liability insurance with limits of not less than $5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of $10,000,000, which insurance shall satisfy the following additional requirements:

    a. The insurer must be financially stable and rated B+ or better in Best's Insurance Reports.

    b. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.

    c. CSX Transportation must be named as the named insured on the Railroad Protective Insurance Policy.

    d. Name and Address of Contractor and Developer must be shown on the Declarations page.

    e. Description of operations must appear on the Declarations page and must match the Project description, including project or contract identification numbers.

    f. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.

    g. Authorized endorsements may include:

        (i). Broad Form Nuclear Exclusion - IL 00 21
        (ii) 30-day Advance Notice of Non-renewal or cancellation
        (iii) Required State Cancellation Endorsement
        (iv) Quick Reference or Index - CL/IL 240

    h. Authorized endorsements may not include:

        (i) A Pollution Exclusion Endorsement except CG 28 31

(ii) A Punitive or Exemplary Damages Exclusion
(iii) A "Common Policy Conditions" Endorsement
(iv) Any endorsement that is not named in Section 4 (f) or (g) above.
(v) Policies that contain any type of deductible

5. Such additional or different insurance as CSXT may require.

II. Additional Terms

1. Contractor must submit its original insurance policies and two copies and all notices and correspondence regarding the insurance policies to:

Donna Melton
Risk Manager, Planning & Analysis
CSX Corporation
500 Water Street – C907
Jacksonville, FL 32202
904-359-1247 (Phone)
904-245-2833 (Fax)

2. Neither Developer nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance policies.

SCHEDULE I

CONTRACTOR'S ACCEPTANCE

To and for the benefit of CSX Transportation, Inc. ("CSXT") and to induce CSXT to permit Contractor on or about CSXT's property for the purposes of performing work in accordance with the Agreement dated ____________________, 20___, by and between PEACHTREE CITY, BRENT SCARBROUGH AND COMPANY, INC. , and CSXT, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 3, 9 and 11 of the Agreement.

Contractor: ____________________________

By: ____________________________
Name: ____________________________
Title: ____________________________
Date: ____________________________