

**City Council of Peachtree City**  
**Agenda**  
**October 1, 2009**  
**7:00 p.m.**

- I. Call to Order
- II. Pledge of Allegiance
- III. Announcements, Awards, Special Recognition
  - Proclamation for Lights on After School
  - Presentation of Bullet Proof Vest for Police Dog from Dr. Obsitnik
  - Presentation of COMCAST Foundation Grant to the Fayette County Earth Day Committee
- IV. Public Comment
- V. Agenda Changes
- VI. Minutes
  - September 17, 2009, Regular Meeting Minutes
- VII. Monthly Reports
- VIII. Consent Agenda
  - 1. Consider Water Rescue MOU with Fayette County
  - 2. Consider Ratification of Notice of Termination of Agreement with Ticketmaster
  - 3. Consider Evidence/Property Purge
- IX. Old Agenda Items
- X. New Agenda Items
  - 10-09-01 Update on Lasers and Lighting Merger
  - 10-09-02 Consider Position Reclassification – HR Manager
- 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**  
**Meeting Minutes**  
**September 17, 2009**  
**7:00 p.m.**

The City Council of Peachtree City met in regular session on Thursday, September 17, 2009. Mayor Harold Logsdon called the meeting to order at 7:00 p.m. Other Council Members attending: Steve Boone, Cyndi Plunkett, and Doug Sturbaum.

**Announcements, Awards, Special Recognition**

Mayor Logsdon read a proclamation for the Great Georgia Airshow on October 10-11, 2009. Members of the Atlanta Southern Crescent Alumnae Panhellenic Association (ASCAPA) and Peachtree City Rotary Club presented togas and laurel wreath headdresses to the Mayor and Council to announce the 2<sup>nd</sup> Annual Toga Trot on October 31. Proceeds from the event would benefit the ASCAPA Scholarship Fund and the Rotary Polio Eradication Fund. Mayor Logsdon presented the City's former mayors with numbered prints of the 50<sup>th</sup> anniversary commemorative print by Thomas Burns.

**Public Comment**

Robert Brown asked Council to consider a future ban on the registration of gas-powered golf carts until there were emissions standards, appropriate pollution control equipment, and testing protocols established. Those currently registered should still be allowed. He noted, in particular, the odor emitted from gas carts on the paths, which was offensive to him.

Al Yougel, Keep Peachtree City Beautiful director, gave Council an update on the hours of community service performed via the organization. The total was 1,425 hours year-to-date (March – 32, April – 104, May – 100, June – 99, July – 360, August – 611, September – 141).

**Agenda Changes**

There were none.

**Minutes**

Boone moved to approve the August 20, 2009, special meeting minutes; August 20, 2009, regular meeting minutes; August 27, 2009, special called meeting minutes; and September 3, 2009, regular meeting minutes. Sturbaum seconded. The motion carried unanimously.

**Consent Agenda**

1. Consider Amendments to Alcohol License Ordinance – Alcoholic Beverage Handling Permits & Alcohol Beverage Handling Permit Revocation Proceedings
2. Consider FY 2010 Official Intent Resolution
3. Consider Appointment of Planning Commission Members – Patrick Staples, Joe Frazar, Lisa Curtis (alternate)

Logsdon noted there was an additional item on the dais pertaining to Item 3 – a memo from the Selection Committee noting their recommendations.

Sturbaum moved to approve Consent Agenda Items 1 – 3. Plunkett seconded. The motion carried unanimously.

**Old Agenda Items**

There were none.

**New Agenda Items**

**09-09-05 Consider Agreement with Promise Place for Funding**

Administrative Services Director Nikki Vrana advised Council the agreement formalized the funding Council had approved in the FY 2010 budget. Plunkett moved to approve the agreement with Promise Place for \$7,500 in funding once FY 2010 began. Sturbaum seconded. The motion carried unanimously.

**09-09-06 Consider Agreement with Fayette Senior Services for Funding**

Vrana indicated this was the same type of agreement as the one for Promise Place, formalizing the funding already approved in the budget. Plunkett moved to approve the agreement with Fayette Senior Services for \$15,630 in funding once FY 2010 began. Sturbaum seconded. The motion carried unanimously.

**09-09-07 Consider Approval of FY 2010 PCTA Budget**

Peachtree City Tourism Association (PCTA) member Kai Wolter addressed Council, noting that the FY 2010 budget reflected a full year of operation without the Tennis Center or Amphitheater. The budget included built-in contingencies for shortfalls in the hotel/motel tax in staffing levels and marketing. If the hotel/motel tax continued below projections, the PCTA was also prepared to reduce website production and marketing expenses. Special event funding would continue even if there was a shortfall in the hotel/motel tax. The budget included a 20% transfer of the hotel/motel tax to the Peachtree City Airport Authority (PCAA). He said they were confident they had a break-even budget for FY 2010.

Wolter continued that the PCTA's role would be that of a convention/visitors bureau (CVB) with the right personnel on hand. He noted that NCR's training program had started. In 2010, there would be approximately 80-100 students expected in the City's hotels and restaurants each week. Wolter noted that a draft of the PCTA's marketing plan was available for Council.

Sturbaum said he appreciated the full transfer to the PCAA. The PCTA had good things going on, and their endeavors needed to be protected. He asked that the PCTA carefully consider future cuts to avoid cutting a program that had a significant impact. He asked if a review of the budget was planned in 60 days. Wolter said they planned to review the budget every two months. Marketing would be the first area considered for cuts.

Boone asked for information on the tangibles in the marketing plan. Wolter said they would continue association memberships, social networking, blogging, adding that Lauren Yawn, the PCTA executive director, and Bill Bexley, the PCTA chairman, were attending a seminar. The PCTA also be working with the Development Authority of Peachtree City to ensure efforts were not being duplicated. The PCTA had drafted the agreement with the PCAA that week. Sturbaum said he would like to see the agreement. Wolter said he could send it to him.

Plunkett said that Council should get a status report six months into the fiscal year. City Manager Bernard McMullen suggested the PCTA budget be reviewed during Council Retreat.

Plunkett moved to approve the PCTA's FY 2010 budget with the contingency that Council would review the budget at Retreat. Boone seconded. The motion carried unanimously.

**09-09-08 Consider Approval of Amendments to PCTA Articles of Incorporation & PCTA Bylaws**

Wolter explained that all references to the Tennis Center had been removed from the documents.

Sturbaum moved to approve the amendments to the PCTA Articles of Incorporation and PCTA Bylaws. Boone seconded. The motion carried unanimously.

**09-09-09 Consider Fire House Software Upgrade**

Captain Dave Williamson explained that the Fire Department had been using the same Fire House software since 2001, recently finding out that it would no longer be supported in 2010. The plan had been to upgrade the software in FY 2011, but staff wanted to move that up due to the support issue. The software upgrade had been tested and was much faster.

Plunkett noted that, in the staff memo on the agenda item, the funds would be taken from account 100-3510-52-2200. She asked what account that was. Williamson said the money would be taken from the Repair of Equipment account, which had a surplus.

Plunkett moved to approve the Fire House software upgrade (\$12,790 for 11 licenses and one year of support). Sturbaum seconded. The motion carried unanimously.

**09-09-10 Consider Architectural Services for Expansion of Station 84**

City Engineer Dave Borkowski said staff recommended that Council approve Leo A. Daley for the architectural services for \$56,000. The size of the station needed to be increased by 1,250 square feet due to the increase in personnel. Leo A. Daley would provide all architectural services including programming, design and contract documents, specifications with general and supplemental conditions and bidding requirements, as well as full service contract administration. Staff requested the proposal from Leo A. Daley due to the excellent service provided in the past. The fees for the civil engineering and sanitary work would be handled separately. The funds would be taken from the 2009 Bricks & Mortar loan.

Plunkett moved to approve Leo A. Daley for the architectural services for the expansion of Station 84 in the amount of \$55,000 plus \$1,000 for reimbursable expenses, for a total not to exceed \$56,000. Boone seconded. The motion carried unanimously.

**09-09-11 Consider Reclassification of a Sergeant Position**

Plunkett moved to reclassify the sergeant position as outlined in the agenda (reclassification of sergeant position to lieutenant position to be assigned to the Police Department's Professional Standards Division). Boone seconded. The motion carried unanimously.

**Council/Staff Topics**

Boone asked for an update on the multi-use path tunnel under SR 74 at Paschall/Willow Road. McMullen said the City was currently in right-of-way acquisition. The easements on the west side had been delivered to the property owners for signature. They were still negotiating with one property owner on the east side and hoped to finalize it soon. When completed, the easements would come before Council for approval. The project should go out to bid in November, with construction to begin at the end of the year or first of next year.

McMullen reported that the traffic signal at SR 74/Wisdom Road had been installed that day. The signs were up, and the signal would be flashing for approximately a week and a half. The signal should be operational in a few weeks.

McMullen noted that there were several events occurring in the next few weeks that would affect operations at City Hall and the Library. On September 22, the Fayette County Water Department would replace a faulty fire hydrant, and there would be no water at either facility after 12:00 p.m. Port-o-potties would be brought in, and both facilities would remain open. Due to the set-up for the 50<sup>th</sup> anniversary events on the evening of September 25, both the Library and City Hall would close at noon. On September 26, the Library would be closed due to the Dragon Boat Races and International Festival. On October 2, an electrical pole in the City Hall parking lot had to be relocated in preparation for the culvert replacement under Willowbend Road, so there would be no power after 12:00 p.m. The Library would close, and City Hall would remain open on the emergency generator. McMullen added that the October 2 date was tentative, and staff was waiting for Georgia Power to confirm. The information would be on the City website and in the *Update*. Sturbaum asked why City Hall did not close at noon on September 22 rather than resorting to port-o-potties. Administrative Services Director Nikki Vrana noted that qualifying for the special election for Post 1 began at 8:30 a.m. on September 21 and ended at noon on September 23. The qualifying period had to last for two and one-half days, plus City Hall would also be closed the afternoon of September 25.

Plunkett added that Shakerag, the City's annual arts and crafts festival, was scheduled September 19-20. She also encouraged residents to sign up for the weekly *Update* e-mails sent by Public Information Officer/City Clerk Betsy Tyler.

Boone moved to convene into executive session to discuss a personnel matter and pending or threatened litigation at 7:45 p.m. Sturbaum seconded. Motion carried unanimously.

Sturbaum moved to reconvene in regular session at 8:14 p.m. Sturbaum seconded. Motion carried unanimously.

There being no further business to discuss, Sturbaum moved to adjourn. Boone seconded. Motion carried unanimously. The meeting adjourned at 8:15 p.m.

## 2009 City Event Calendar

| <u>October</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <u>November</u>                                                                                                                                                                                                                                                                              | <u>December</u>                                                                                                                                                                                                                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 10/1 – City Council Meeting, 7 pm<br><b>10/5 – Voter Registration Deadline for Municipal Election</b><br>10/6 – Council Workshop (Tentative), 6:30<br>10/10 & 11 – Great Georgia Air Show<br>10/13 – 23 – EARLY VOTING at Fayette Co. Elections Office (M-F, 8 – 5)<br>10/15 – City Council Meeting, 7 pm<br>10/17 – PTC Classic Road Race<br>10/24 – Not So Frightful Halloween @ The Fred<br><b>10/26 – 30 – ADVANCE VOTING – PTC &amp; Tyrone Library, Fayette Co. Elections Office, 8-5</b><br>10/31 - Halloween | <b>11/2 – NO VOTING</b><br><b>11/3 – MUNICIPAL &amp; SPLOST ELECTIONS, 7 – 7 (Vote at Regular Polling Place)</b><br><b>– Council Workshop CANCELLED</b><br>11/5 – City Council Meeting, 7 pm<br>11/19 – City Council Meeting, 7 pm<br>11/26 & 27 – Thanksgiving Holiday, City Offices Closed | 12/1 – Election Run-Off (if needed)<br>–Council Workshop (Tentative), 6:30<br>12/3 – City Council Meeting, 7 pm<br>12/5 – Hometown Holiday @ The Fred<br>12/17 – City Council Meeting, 7 pm<br>12/24 & 25 – Christmas Holiday, City Offices Closed |

## 2010 City Event Calendar

| <u>January</u>                                                                                                                                                                                                                                   | <u>February</u>                                                                                                                                                | <u>March</u>                                                                                                                                               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1/1 – New Year's Day, City Offices Closed<br>1/5 – Council Workshop (Tentative), 6:30<br>1/7 – City Council Meeting, 7 pm<br>1/18 – MLK Holiday, City Offices Closed<br>1/21 – City Council Meeting, 7 pm                                        | 2/2 – Council Workshop (Tentative), 6:30<br>2/4 – City Council Meeting, 7 pm<br>2/18 – City Council Meeting, 7 pm                                              | 3/2 – Council Workshop (Tentative), 6:30<br>3/4 – City Council Meeting, 7 pm<br>3/18 – City Council Meeting, 7 pm                                          |
| <u>April</u>                                                                                                                                                                                                                                     | <u>May</u>                                                                                                                                                     | <u>June</u>                                                                                                                                                |
| 4/1 – City Council Meeting, 7 pm<br>4/6 – Council Workshop (Tentative), 6:30<br>4/15 – City Council Meeting, 7 pm                                                                                                                                | 5/4 – Council Workshop (Tentative), 6:30<br>5/6 – City Council Meeting, 7 pm<br>5/20 – City Council Meeting, 7 pm<br>5/31 – Memorial Day (City Offices Closed) | 6/1 – Council Workshop (Tentative), 6:30<br>6/3 – City Council Meeting, 7 pm<br>6/17 – City Council Meeting, 7 pm                                          |
| <u>July</u>                                                                                                                                                                                                                                      | <u>August</u>                                                                                                                                                  | <u>September</u>                                                                                                                                           |
| 7/1 – City Council Meeting, 7 pm<br><b>7/4 – Independence Day (Sunday) – City Celebration Date TBA</b><br><b>7/5 – City Offices Closed for Independence Day</b><br>7/6 – Council Workshop (Tentative), 6:30<br>7/15 – City Council Meeting, 7 pm | 8/3 – Council Workshop (Tentative), 6:30<br>8/5 – City Council Meeting, 7 pm<br>8/19 – City Council Meeting, 7 pm                                              | 9/2 – Council Workshop (Tentative), 6:30<br>9/6 – Labor Day – City Offices Closed<br>9/7 – City Council Meeting, 7 pm<br>9/16 – City Council Meeting, 7 pm |

# ADMINISTRATIVE SERVICES MONTHLY REPORT

For Month of: August 2009

|                                    | <u>July-09</u> | <u>August-09</u> | <u>FY 2009 YTD</u> | <u>FY 2008 YTD</u> |
|------------------------------------|----------------|------------------|--------------------|--------------------|
| <b><u>Human Resources</u></b>      |                |                  |                    |                    |
| Workers Compensation Claims Filed  | 3              | 3                | 25                 | 23                 |
| City Vehicle / Equipment Accidents | 3              | 2                | 19                 | 13                 |
| Employee Turnover Rate ***         | 0%             | 0.42%            | 2.53%              | 4.85%              |
| Lawsuit Legal Fees                 | \$1,073.40     | \$1,276.00       | \$54,161.66        | \$81,620.51        |

\*\*\* The FY 2008 figure is for the full year. Of the 12 terminations in FY 2008, 2 were retirements. Of the 5 terminations year-to-date in FY 2009, 3 have been retirements.

## **Municipal Court**

|                     |              |              |                 |                |
|---------------------|--------------|--------------|-----------------|----------------|
| Fines Collected     | \$115,185.00 | \$123,437.50 | \$ 1,451,976.40 | \$1,359,030.08 |
| Online Transactions | 104          | 177          | 1,503           | 1,860          |
| Citations Closed    | 569          | 376          | 4,491           | 6,277          |
| Jail Fund Balance   | -\$15,084.48 | -\$13,228.75 | \$ 112,507.00   | \$145,785.16   |

\* 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

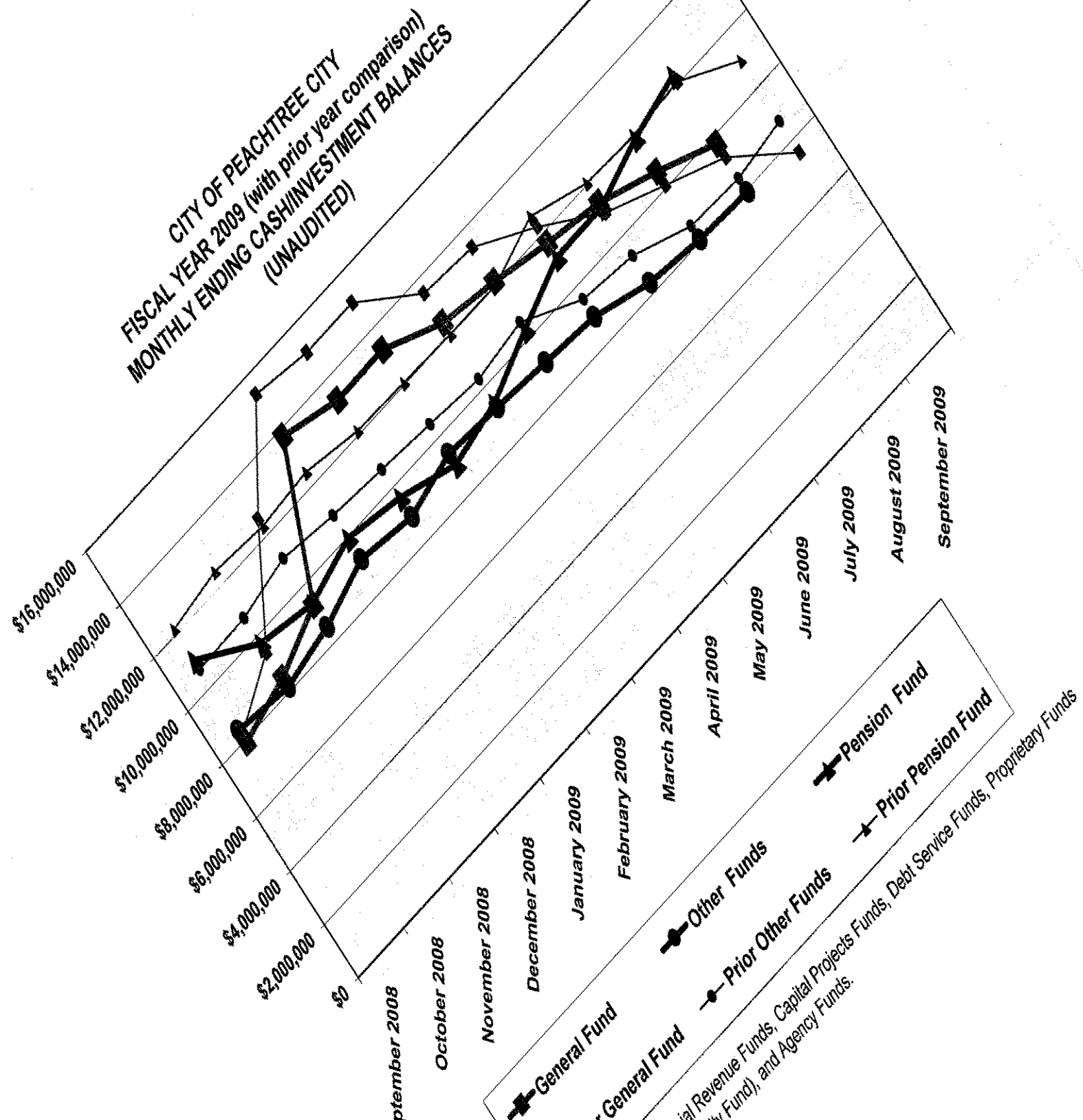
## **Public Information**

|                                         |    |     |     |     |
|-----------------------------------------|----|-----|-----|-----|
| New Businesses Registered               | 21 | 18  | 210 | 231 |
| Public Contacts, Questions & Complaints | 80 | 196 | 929 | 795 |

Approximately 80 were responses to UPDATES email - 35 questions and 45 requests to unsubscribe. There were 0 complaints against Comcast Cable Company, 31 sanitation company complaints/questions (Allied/Allsouth route merger and new franchise fees), and 2 Open Records/Discovery Requests.

**PEACHTREE CITY BUILDING DEPARTMENT**  
**FY 2009**

|                                                        | <b>Jul-09</b> | <b>Aug-09</b> | <b>Fiscal<br/>Y-T-D<br/>2009</b> | <b>Fiscal<br/>Y-T-D<br/>2008</b> |
|--------------------------------------------------------|---------------|---------------|----------------------------------|----------------------------------|
| <b>DEVELOPMENT PERMITS:</b>                            | 1             | 6             | 41                               | 61                               |
| <b>BUILDING PERMITS:</b>                               |               |               |                                  |                                  |
| Single Family Residential                              | 1             | 3             | 25                               | 44                               |
| Multi-Family Residential                               | 0             | 0             | 0                                | 0                                |
| Misc.-Pools/fences/additions                           | 40            | 81            | 429                              | 496                              |
| Commercial/Industrial                                  | 10            | 8             | 107                              | 142                              |
| <b>TOTAL INSPECTIONS:</b>                              | 288           | 307           | 3,559                            | 4,651                            |
| <b>CERTIFICATE OF OCCUPANCY:</b>                       |               |               |                                  |                                  |
| Residential                                            | 3             | 10            | 52                               | 57                               |
| Commercial                                             | 3             | 6             | 59                               | 52                               |
| Multi-Family Residential                               | 0             | 0             | 151                              | 0                                |
| <b>CODE ENFORCEMENT:</b>                               |               |               |                                  |                                  |
| Sign Violations                                        | 103           | 153           | 1,350                            | 1,429                            |
| New Rehab                                              | 26            | 23            | 94                               | 75                               |
| Rehab Inspections                                      | 6             | 5             | 87                               | 108                              |
| Tree Removal Permits                                   | 81            | 74            | 797                              | 932                              |
| Notice of Violations - Construction                    | 0             | 1             | 7                                | 30                               |
| Notice of Violations-Non-Construction                  | 192           | 142           | 2,011                            | 2,122                            |
| Stop Work Orders                                       | 2             | 4             | 25                               | 41                               |
| Compliance Inspections                                 | 288           | 213           | 3,017                            | 3,594                            |
| Founded Complaints                                     | 12            | 13            | 158                              | 163                              |
| Unfounded Complaints                                   | 7             | 7             | 85                               | 87                               |
| Assessments                                            | 123           | 184           | 338                              | 256                              |
| Water Ban Violations                                   | 8             | 2             | 23                               | 116                              |
| Citations                                              | 12            | 0             | 56                               | 48                               |
| Architect Review Board Permit Approval                 | 28            | 21            | 308                              | 392                              |
| <b>PERMIT FEES COLLECTED:</b>                          | 33,549        | 57,918        | 509,639                          | 408,383                          |
| <b>POPULATION:</b>                                     | 36,689        | 36,710        | 36,710                           | 36,372                           |
| Based on 2.09 persons per new completed dwelling unit. |               |               |                                  |                                  |



**CITY OF PEACHTREE CITY  
MONTHLY REPORT  
GENERAL FUND AND HOTEL/MOTEL TAX FUND  
BUDGET COMPARISON (UNAUDITED)  
FOR YEAR ENDED AUGUST 31, 2009**

**PERCENTAGE OF BUDGET YEAR COMPLETED 91.67%**

**GENERAL FUND REVENUES BY MAJOR CATEGORIES**

| Description                        | 2009<br>Budget       | YTD<br>Actual        | Dollar<br>Difference  | Percentage<br>To-Date |
|------------------------------------|----------------------|----------------------|-----------------------|-----------------------|
| General Property Taxes             | \$ 9,865,605         | \$ 9,663,475         | \$ (202,130)          | 97.95%                |
| Franchise Taxes                    | 2,395,859            | 2,404,360            | 8,501                 | 100.35%               |
| Local Option Sales Tax             | 6,324,351            | 5,906,960            | (417,391)             | 93.40%                |
| Other Sales & Use Taxes            | 691,266              | 640,861              | (50,405)              | 92.71%                |
| Business Taxes                     | 2,282,903            | 2,224,130            | (58,773)              | 97.43%                |
| Licenses & Permits                 | 809,749              | 791,249              | (18,500)              | 97.72%                |
| Intergovernmental/Grants           | 199,000              | 199,211              | 211                   | 100.11%               |
| Charges for Services - Other       | 772,691              | 719,562              | (53,129)              | 93.12%                |
| EMS Billings                       | 306,710              | 447,913              | 141,203               | 146.04%               |
| Fines & Forfeitures                | 1,043,670            | 1,020,465            | (23,205)              | 97.78%                |
| Investment Income                  | 372,620              | 87,238               | (285,382)             | 23.41%                |
| Other Revenue                      | 13,766               | 22,857               | 9,091                 | 166.04%               |
| Other Financing Sources            | 1,021,177            | 822,232              | (198,945)             | 80.52%                |
| <b>Total General Fund Revenues</b> | <b>\$ 26,099,367</b> | <b>\$ 24,950,513</b> | <b>\$ (1,148,854)</b> | <b>95.60%</b>         |
| Surplus Carryover                  | 151,783              | -                    | (151,783)             | 0.00%                 |
| <b>Total General Fund</b>          | <b>\$ 26,251,150</b> | <b>\$ 24,950,513</b> | <b>\$ (1,300,637)</b> | <b>95.05%</b>         |

**GENERAL FUND EXPENDITURES BY DIVISION AND/OR TYPE**

| Division and/or Type                    | 2009<br>Budget       | YTD<br>Actual        | Dollar<br>Difference | Percentage<br>To-Date |
|-----------------------------------------|----------------------|----------------------|----------------------|-----------------------|
| Executive Services                      | \$ 454,356           | \$ 351,758           | 102,598              | 77.42%                |
| Administrative Services                 | 1,033,936            | 894,660              | 139,276              | 86.53%                |
| Financial Services                      | 1,079,103            | 936,972              | 142,131              | 86.83%                |
| Police Services                         | 6,260,593            | 5,340,347            | 920,246              | 85.30%                |
| Fire/EMS Services                       | 5,821,388            | 5,207,252            | 614,136              | 89.45%                |
| Public Works                            | 3,858,835            | 3,416,897            | 441,938              | 88.55%                |
| Leisure Services                        | 4,756,609            | 3,995,161            | 761,448              | 83.99%                |
| Developmental Services                  | 1,335,173            | 1,151,957            | 183,216              | 86.28%                |
| Non-Divisional:                         |                      |                      |                      |                       |
| Council Contingency                     | 41,900               | -                    | 41,900               | 0.00%                 |
| Non-Profit Organizations                | 28,100               | 28,002               | 98                   | 99.65%                |
| Transfer to Development Authority       | 35,000               | 35,000               | -                    | 100.00%               |
| Development Authority Debt Service      | 140,297              | 140,353              | (56)                 | 100.04%               |
| Transfers to Other Funds                | 1,755,620            | 1,264,082            | 491,538              | 72.00%                |
| Liability Insurance                     | 99,310               | 92,363               | 6,947                | 93.00%                |
| Legal Services                          | 125,675              | 54,162               | 71,513               | 43.10%                |
| General Administration/Bad Debt Expense | 61,771               | 15,792               | 45,979               | 25.57%                |
| Budgeted Savings                        | (636,516)            | -                    | (636,516)            | 0.00%                 |
| <b>Total General Fund</b>               | <b>\$ 26,251,150</b> | <b>\$ 22,924,758</b> | <b>\$ 3,326,392</b>  | <b>87.33%</b>         |

**HOTEL/MOTEL FUND REVENUES**

| Description                    | 2009<br>Budget    | YTD<br>Actual     | Dollar<br>Difference | Percentage<br>To-Date |
|--------------------------------|-------------------|-------------------|----------------------|-----------------------|
| <b>Total Hotel/Motel Taxes</b> | <b>\$ 967,621</b> | <b>\$ 707,263</b> | <b>\$ (260,358)</b>  | <b>73.09%</b>         |

**HOTEL/MOTEL TRANSFERS OUT**

| Type                                   | 2009<br>Budget    | YTD<br>Actual     | Dollar<br>Difference | Percentage<br>To-Date |
|----------------------------------------|-------------------|-------------------|----------------------|-----------------------|
| Transfer to General Fund               | \$ 322,540        | \$ 235,754        | \$ 86,786            | 73.09%                |
| Transfer to Tourism Association        | 645,081           | 471,509           | 173,572              | 73.09%                |
| <b>Total Hotel/Motel Transfers Out</b> | <b>\$ 967,621</b> | <b>\$ 707,263</b> | <b>\$ 260,358</b>    | <b>73.09%</b>         |

CITY OF PEACHTREE CITY  
FINANCIAL SERVICES  
MONTHLY REPORT  
(UNAUDITED)  
AS OF AUGUST 31, 2009

| SUMMARY OF MAJOR EXPENDITURES BY CITY MANAGER<br>AUGUST 2009 |                  |              |            |
|--------------------------------------------------------------|------------------|--------------|------------|
| Description                                                  | Vendor           | Award        | Date       |
| Lenox Rd. Drainage Improvements                              | ISE              | \$ 38,825.00 | 08/03/2009 |
| PD Digital Video Server                                      | Tech Depot       | 33,542.73    | 08/12/2009 |
| Cell Phone Agreement                                         | Verizon Wireless | 11,595.90    | 08/12/2009 |
| Bridge from Picnic Park to Drake Field                       | Acreage to Eden  | 12,000.00    | 08/13/2009 |

| PURCHASING REPORT<br>FOR MONTH ENDED AUGUST 31, 2009 AND AUGUST 31, 2008 |                     |                     |
|--------------------------------------------------------------------------|---------------------|---------------------|
| Activity                                                                 | Fiscal Year<br>2009 | Fiscal Year<br>2008 |
| Purchase Orders / Requisitions Processed                                 | 276                 | 280                 |
| City Store Requisitions Processed                                        | 9                   | 12                  |
| Sealed Bids Requested                                                    | 3                   | 2                   |
| Requests for Proposals                                                   | 2                   | 0                   |
| Bids Awarded                                                             | 2                   | 1                   |
| Requests for Proposals Awarded                                           | 0                   | 1                   |
| Contracts Prepared                                                       | 3                   | 2                   |
| Electronic Auction                                                       | 1                   | 0                   |
| Fixed Assets Purchased                                                   | 3                   | 2                   |

CITY OF PEACHTREE CITY  
DONATIONS RECEIVED  
AUGUST 2009

POLICE

Kiwanis  
Hawaiian Mike's

DARE  
CERT

\$5,143.17  
\$ 1,000.00

LEISURE SERVICES DEPARTMENT

Liviana Hochberger

Park Bench Memorial

\$548.80

TOTAL MONTH OF AUGUST 2009

\$6,691.97

**PEACHTREE CITY FIRE/EMS DEPARTMENT  
2009 MONTHLY REPORT**

|                                             | <b>Jul. 09</b> | <b>Aug. 09</b> | <b>2009 FY-T-D</b> | <b>2008 FY-T-D</b> |
|---------------------------------------------|----------------|----------------|--------------------|--------------------|
| <b>FIRE/ACCIDENT CALLS</b>                  |                |                |                    |                    |
| <b>Actual Residential Fires</b>             | 2              | 4              | 27                 | 29                 |
| <b>Actual Business/Industrial Fires</b>     | 0              | 0              | 9                  | 11                 |
| <b>Rescue/EMS Assist</b>                    | 156            | 161            | 1640               | 1682               |
| <b>Vehicle/Golfcart Accidents</b>           | 16             | 18             | 206                | 198                |
| <b>False Alarms</b>                         | 28             | 22             | 249                | 265                |
| <b><sup>1</sup>Other</b>                    | 24             | 20             | 294                | 305                |
| <b>Total Engine Response</b>                | 226            | 225            | 2425               | 2490               |
| <br><b>Dispatched Fire Calls</b>            | <br>62         | <br>44         | <br>593            | <br>617            |
| <br><b>Response Time Fire</b>               | <br>5:16       | <br>4:01       | <br>5:00           | <br>5:00           |
| <b>RESCUE/EMS</b>                           |                |                |                    |                    |
| <b>Trauma</b>                               | 40             | 24             | 352                | 329                |
| <b>Medical</b>                              | 135            | 141            | 1485               | 1502               |
| <b>Total # Patients</b>                     | 175            | 165            | 1837               | 1831               |
| <br><b>Patients Transported</b>             | <br>100        | <br>86         | <br>945            | <br>875            |
| <br><b>Dispatched EMS Calls</b>             | <br>168        | <br>180        | <br>1838           | <br>1880           |
| <br><b><sup>2</sup>Total Medic Response</b> | <br>198        | <br>200        | <br>2191           | <br>2347           |
| <br><b>Response Time EMS</b>                | <br>4:26       | <br>4:17       | <br>4:29           | <br>4:37           |
| <br><b>Dispatched Fire/EMS Total</b>        | <br>230        | <br>224        | <br>2431           | <br>2497           |
| <b>EMS BILLING</b>                          |                |                |                    |                    |
| <b>Patients Billed</b>                      | 98             | 86             | 934                | 863                |

<sup>1</sup>Other miscellaneous responses; gas and water leaks, hazmat spills, etc.

<sup>2</sup>Includes Fire Assist Responses

## LEISURE SERVICES MONTHLY REPORT

Aug-09

[illegible]

# PEACHTREE CITY POLICE DEPARTMENT

## 2009 MONTHLY REPORT

|                                   | JULY 2009    | AUGUST 2009  | 2009<br>Calendar Year to Date | 2008<br>Calendar Year to Date |
|-----------------------------------|--------------|--------------|-------------------------------|-------------------------------|
| <b>PART I CRIMES</b>              |              |              |                               |                               |
| Criminal Homicide                 | 0            | 0            | 0                             | 1                             |
| Forcible Rape                     | 0            | 0            | 4                             | 1                             |
| Robbery                           | 0            | 0            | 3                             | 5                             |
| Aggravated Assault                | 1            | 0            | 6                             | 4                             |
| Arson                             | 0            | 0            | 0                             | 1                             |
| Motor Vehicle Theft               | 7            | 6            | 51                            | 65                            |
| Theft                             | 37           | 44           | 344                           | 266                           |
| Burglary                          | 3            | 5            | 35                            | 43                            |
| <b>TOTAL PART I CRIMES</b>        | <b>48</b>    | <b>55</b>    | <b>443</b>                    | <b>386</b>                    |
| <b>ALCOHOL/DRUG ARRESTS</b>       |              |              |                               |                               |
| DUI – TOTAL                       | 13           | 23           | 139                           | 138                           |
| DUI – ADULT                       | 12           | 20           | 125                           | 125                           |
| DUI – UNDERAGE                    | 1            | 3            | 14                            | 13                            |
| MINOR IN POSSESSION OF<br>ALCOHOL | 4            | 8            | 74                            | 59                            |
| <b>DRUG ARRESTS:</b>              |              |              |                               |                               |
| MARIJUANA                         | 6            | 5            | 66                            | 57                            |
| METHAMPHEDIMINE                   | 0            | 0            | 3                             | 1                             |
| COCAINE                           | 0            | 0            | 3                             | 6                             |
| OTHER (opium, heroin, etc)        | 1            | 0            | 1                             | 2                             |
| <b>ARRESTS</b>                    |              |              |                               |                               |
| PROPERTY CRIMES                   | 16           | 7            | 140                           | 112                           |
| PERSON CRIMES                     | 5            | 10           | 72                            | 43                            |
| CITY ORDINANCES                   | 53           | 34           | 302                           | 293                           |
| TRAFFIC OFFENSES                  | 44           | 49           | 334                           | 314                           |
| OTHER                             | 22           | 24           | 278                           | 261                           |
| AVERAGE RESPONSE TIME             | 7.50         | 6.28         | 7.01                          | 5.65                          |
| <b>CALLS ANSWERED</b>             | <b>5,188</b> | <b>5,434</b> | <b>39,911</b>                 | <b>42,934</b>                 |

**TRAFFIC**

|                  |     |     |       |       |
|------------------|-----|-----|-------|-------|
| CITATIONS ISSUED | 457 | 629 | 4,163 | 4,626 |
| WARNINGS         | 580 | 724 | 4,479 | 5,556 |
| ACCIDENTS        | 74  | 72  | 662   | 775   |

**TOP 5 ACCIDENT LOCATIONS – MONTH**

|                            |   |
|----------------------------|---|
| HWY 54 / PEACHTREE PARKWAY | 3 |
| HWY 74 / PEACHTREE PARKWAY | 3 |
| HWY 54 / HWY 74            | 2 |
| HWY 54 / HUDDLESTON RD     | 2 |
| HWY 54 / PLANTERRA WAY     | 2 |

**TOP 5 ACCIDENT LOCATIONS – Y T D**

|                            |    |
|----------------------------|----|
| HWY 54 / HWY 74            | 32 |
| HWY 54 / PEACHTREE PARKWAY | 24 |
| HWY 54 / HUDDLESTON RD     | 17 |
| HWY 54 / PLANTERRA WAY     | 16 |
| HWY 74 / ROCKAWAY ROAD     | 15 |

**PUBLIC SERVICES MONTHLY REPORT  
AUGUST 2009**

| <u>Activity Description</u>          | <u>Unit</u> | <u>August-09</u> | <u>FY2009 YTD</u> | <u>FY2008 YTD</u> |
|--------------------------------------|-------------|------------------|-------------------|-------------------|
| Street Patching                      | Hrs.        | 98               | 1,426             | 1,819             |
| Street Crack Sealing                 | Hrs.        | 30               | 435               | 492               |
| Street Crack Sealing                 | Mi.         | 0.25             | 2.57              | 6.59              |
| Street General Maintenance           | Hrs.        | 457              | 4,787             | 4,178             |
| Storm Water Maintenance              | Hrs.        | 262              | 4,529             | 5,350             |
| Cart Path Paving                     | Ft.         | 3,900            | 17,057            | 33,560            |
| Cart Path Prepped for Paving         | Ft.         | 1,337            | ~~                | ~~                |
| Cart Path Litter Removal             | Hrs.        | 128              | 1,533             | 1,214             |
| Cart Path Drainage Maintenance       | Hrs.        | 15               | 1,634             | 651               |
| Cart Path General Maintenance        | Hrs.        | 573              | 6,259             | 5,593             |
| Subdivision Sign Maintenance         | Hrs.        | 4                | 275               | 387               |
| Traffic Sign Maintenance             | Hrs.        | 59               | 1,402             | 1,194             |
| Vandalism Repairs                    | Hrs.        | 12               | 312               | 508               |
| Vandalism Repairs                    | Dls.        | \$942            | \$9,357           | \$14,453          |
| Citizen Complaints Answered          | Num.        | 170              | 1,320             | 841               |
| Community Service                    | Hrs.        | 250              | 967               | 318               |
| <b><u>RECYCLING SITE</u></b>         |             |                  |                   |                   |
| Manhours                             | Hrs.        | 52               | 1,124             | 1,378             |
| Participants:                        |             |                  |                   |                   |
| Recycling                            | Num.        | 1,025            | 6,026             | 3,301             |
| Composting                           | Num.        | 917              | 11,246            | 12,454            |
| Mulch Pick UP                        | Num.        | 11               | 320               | 538               |
| Streets Adopted for Litter Pickup    | Miles       | 7.35             |                   |                   |
| Cart Paths Adopted for Litter Pickup | Miles       | 66.50            |                   |                   |

## COMMISSION/AUTHORITY ATTENDANCE RECORD

**Planning Commission**

**August 2009**

*Board name*

*Report Date: Month Year*

| <b>Name &amp; Date of Appointment</b> | <b>Meetings Held Past 12 Months</b> | <b># of Meetings Member Eligible to Attend</b> | <b># Meetings Attended</b> | <b># Meetings Absent</b> | <b>Meeting Dates Absent</b> | <b>Percentage Attendance</b> |
|---------------------------------------|-------------------------------------|------------------------------------------------|----------------------------|--------------------------|-----------------------------|------------------------------|
| Patrick Staples<br>10/01/2006         | 17                                  | 17                                             | 15                         | 2                        | 10/13/08, 11/10/08          | 88%                          |
| Theo Scott<br>10/01/2004              | 17                                  | 17                                             | 17                         | 0                        |                             | 100%                         |
| Larry Sussberg<br>10/01/2008          | 13                                  | 13                                             | 11                         | 2                        | 11/24/2008, 5/11/09         | 85%                          |
| Joe Frazar<br>10/17/2008              | 13                                  | 13                                             | 12                         | 1                        | 12/08/08                    | 92%                          |
| Lynda Wojcik<br>02/23/2009            | 8                                   | 8                                              | 8                          | 0                        |                             | 100%                         |

# COMMISSION/AUTHORITY ATTENDANCE RECORD

## RECREATION COMMISSION

August 31, 2009

| Name & Date of Appointment                                   | Meetings Held Past 12 Months* | # of Meetings Member Eligible to Attend | # Meetings Attended | # Meetings Absent | Meeting Dates Absent                   | Percentage Attendance |
|--------------------------------------------------------------|-------------------------------|-----------------------------------------|---------------------|-------------------|----------------------------------------|-----------------------|
| Mark Ballard<br><i>01-Jan-08</i>                             | 9                             | 9                                       | 8                   | 1                 | 09/15/2008                             | 89%                   |
| Eric Imker<br><i>01-Jan-09</i>                               | 9                             | 7                                       | 6                   | 1                 | 05/18/2009                             | 86%                   |
| Vince Obsitnik<br><i>01-Jan-08</i>                           | 9                             | 9                                       | 9                   | 0                 |                                        | 100%                  |
| David Ring<br><i>01-Jan-07</i>                               | 9                             | 9                                       | 8                   | 1                 | 04/20/2009                             | 89%                   |
| Shayne Robinson<br><i>01-Jan-09</i>                          | 9                             | 7                                       | 7                   | 0                 |                                        | 100%                  |
| Michael LeDonne<br><i>Alternate **</i><br><i>01-Jan-09</i>   | 9                             | 5                                       | 1                   | 4                 | 1/16/09 - 4/20/09<br>5/18/09 - 6/15/09 | 20%                   |
| Cyndi Plunkett<br><i>Council Liaison</i><br><i>01-Jan-09</i> | 9                             | 7                                       | 4                   | 3                 | 2/16/09 - 7/20/09<br>8/31/09           | 57%                   |

\* No meetings held 10/08, 12/09 or 3/09

\*\* As of 7/09, LeDonne is no longer an alternate

# COMMISSION/AUTHORITY ATTENDANCE RECORD

**PTC Water & Sewerage Authority**

**Aug-09**

*Board name*

*Report Date: Month Year*

| <b>Name &amp; Date of Appointment</b> | <b>Meetings Held Past 12 Months</b> | <b># of Meetings Member Eligible to Attend</b> | <b># Meetings Attended</b> | <b># Meetings Absent</b> | <b>Meeting Dates Absent</b> | <b>Percentage Attendance</b> |
|---------------------------------------|-------------------------------------|------------------------------------------------|----------------------------|--------------------------|-----------------------------|------------------------------|
| <b>Wade Williams</b><br>01/01/2007    | 12                                  | 12                                             | 12                         | 0                        | 0                           | 100%                         |
| <b>Tim Meredith</b><br>01/01/2008     | 12                                  | 12                                             | 11                         | 1                        | 07/27/2009                  | 92%                          |
| <b>Jeff Prellberg</b><br>01/01/2006   | 12                                  | 12                                             | 10                         | 2                        | 07/06/2009<br>07/27/2009    | 83%                          |
| <b>Phil Mahler</b><br>10/19/2007      | 12                                  | 12                                             | 12                         | 0                        | 0                           | 100%                         |
| <b>Michael Harman</b><br>01/01/2009   | 12                                  | 9                                              | 7                          | 2                        | 02/02/2009<br>04/02/2009    | 78%                          |

# COMMISSION/AUTHORITY ATTENDANCE RECORD

**Peachtree City Tourism Association**

**as of August 2009**

*Board name*

*Report Date: Month Year*

| Name & Date of Appointment                         | Meetings Held Past 12 Months | # of Meetings Member Eligible to Attend | # Meetings Attended | # Meetings Absent | Meeting Dates Absent                  | Percentage Attendance |
|----------------------------------------------------|------------------------------|-----------------------------------------|---------------------|-------------------|---------------------------------------|-----------------------|
| William Bexley<br>12/31/2010                       | 11*                          | 11                                      | 10                  | 1                 | 06/16/2009                            | 91%                   |
| Kai Wolter<br>12/31/2010                           | 11*                          | 11                                      | 10                  | 1                 | 07/15/2009                            | 91%                   |
| David Ring<br>Until no Longer Rec<br>Comm Chairman | 11*                          | 11                                      | 8                   | 3                 | 03/25/2009<br>05/27/2009<br>8/19/2009 | 73%                   |
| Stanley Phillips<br>12/31/2009                     | 11*                          | 11                                      | 9                   | 2                 | 9/16/2008<br>12/17/2008               | 82%                   |
| Eva Durham<br>08/06/2012                           | 11*                          | 9                                       | 7                   | 2                 | 02/25/2009<br>06/16/2009              | 78%                   |
| Veronica Ross<br>08/06/2012                        | 11*                          | 9                                       | 8                   | 1                 | 01/21/2009                            | 89%                   |
| Mayor Harold Logsdon<br>12/31/2009                 | 11*                          | 8                                       | 6                   | 2                 | 04/15/2009<br>7/15/2009               | 75%                   |

\* The October 2008 meeting was cancelled due to lack of quorum and agenda per the Chairman

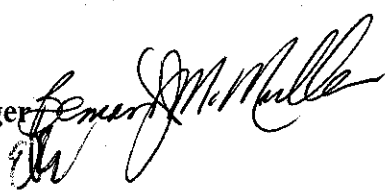
Updated by: Jeremy Hogan  
as of: August 10, 2009

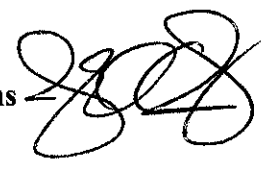
# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

---

**TO:** Peachtree City Council

**VIA:** Bernie McMullen, City Manager   
Edwin Eiswerth, Fire Chief 

**FROM:** Joe O'Connor, Assistant Chief – Training & Special Operations 

**DATE:** September 15, 2009

**SUBJECT:** Consider Acceptance of Memorandum of Understanding with  
Fayette County for Dive Team Training on Reservoirs –  
*October 1, 2009 - Council Meeting*

---

### Recommendation:

That the Mayor and Council enter into the attached memorandum of understanding with Fayette County for the purpose of granting access to the County water reservoirs to allow our water rescue team to conduct training.

### Discussion:

Peachtree City Fire and Rescue personnel have been engaged in an ongoing discussion with the Fayette County Water Authority, Fayette County Marshal's Office and the Fayette County Fire and Emergency Services Department for access to Lake Horton for the purpose of Dive Training for our Water Rescue Team.

Following a presentation to the Fayette County Commission the attached Memorandum of Understanding was drafted and signed by their Chairman. This document represents sufficient access to allow our team to maintain dive related skills as well as a familiarity with Lake Horton, Lake Kedron and future Lake McIntosh should we need to respond for either water rescue or victim recovery operations.

### Budget Impact:

There is no anticipated impact on the budget.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
FAYETTE COUNTY  
AND  
PEACHTREE CITY  
REGARDING DIVE TEAM USE OF LAKE KEDRON AND LAKE HORTON**

**WHEREAS**, annual training of first responders is necessary for the safety of the dive team members, members of the Fire and Emergency Services personnel and Marshall's Office;

**WHEREAS**, the safety and welfare of Fayette County citizens and out of county visitors that come to Lake Horton and Lake Kedron is vital; and

**WHEREAS**, certification is required for all dive team members annually.

**I. PURPOSE**

Peachtree City and Fayette County enter into this Memorandum of Understanding (MOU) to provide adequate training opportunities for Peachtree City and Fayette County first responders in the event of a search and rescue incident on Lake Horton or Lake Kedron.

**II. COMMITMENTS OF THE PARTICIPATING AGENCIES**

The parties agree as follows:

- A. Limited training will be allowed on Lake Horton and Lake Kedron on an annual basis.
- B. Training exercises will be scheduled Monday through Thursday only and only during the open park hours. To accommodate volunteer members of both agencies, 2 weekend training exercises annually shall be permitted at Lake Kedron and Lake Horton.
- C. Scheduling of all joint training will be coordinated between the Peachtree City Dive Team, Fayette County Fire and Emergency Services, Marshall's Office and Water System. Training on Lake Kedron involving only the Peachtree City Dive Team will be coordinated with the Marshall's Office through the County's 911 center; additional notifications of other County agencies will be established by SOP with the 911 center staff.
- D. Equipment utilized by the dive team shall be permitted for use at both Lake Kedron and Lake Horton.
- E. Training will only be for personnel that are employed or volunteering with Fayette County or Peachtree City.
- F. The Antioch Creek Boat ramp will be closed to the public during training and a notice will given three weeks before training.

### **III. ISSUANCE OF POLICIES AND REGULATIONS**

The Participating Agencies agree to work together to the extent practicable to develop policies and regulations to carry out the purposes of this MOU. Upon its completion, Lake McIntosh shall be included under the terms of this agreement as specified for Lake Kedron.

### **IV. MISCELLANEOUS**

This MOU is strictly for internal management purposes, does not expand or alter the scope of the Participating Agencies' respective authorities, and shall not be construed to create any legal obligation on the part of either agency or any private right or cause of action for or by any person or entity.

### **V. PRINCIPAL CONTACTS**

Each party hereby designates the following as the initial principal contacts for the parties. These contacts may be changed at the Participating Party's discretion upon written notice to the other Participating Party.

Fire Chief, Peachtree City Fire Department  
Director, Fayette County Fire and Emergency Services  
Chief Marshall, Fayette County  
Director, Fayette County Water System

### **VI. TERM OF THE AGREEMENT**

This MOU shall take effect on the date of the last approving signature specified in Section VII, below. The MOU may be modified upon the written agreement of the Participating Parties. The MOU may be terminated 120 days after a Participating Party provides written notice to the other Participating Party.

**[SIGNATURES ON FOLLOWING PAGE]**

**FAYETTE COUNTY, GEORGIA**

(SEAL)

\_\_\_\_\_  
Jack R. Smith, Chairman

Attest:

\_\_\_\_\_  
Clerk

**CITY OF PEACHTREE CITY,  
GEORGIA**

(SEAL)

\_\_\_\_\_  
Harold Logsdon, Mayor

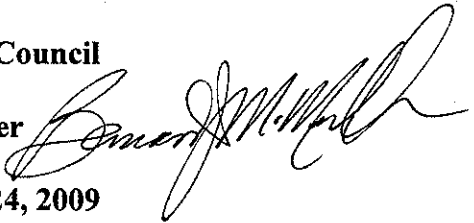
Attest:

\_\_\_\_\_  
City Clerk

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

---

**TO:** Mayor and Council  
**FROM:** City Manager   
**DATE:** September 24, 2009  
**SUBJECT:** Termination of Ticketmaster Agreement for Amphitheater  
October 1, 2009 Consent Agenda Item

---

### **Recommendation:**

Approve termination of current Agreement between Ticketmaster, LLC and the City of Peachtree City.

### **Discussion:**

The Amphitheater Director has expressed a desire to pursue another source for ticketing. As a result, the City will need to terminate its agreement with Ticketmaster.

Pursuant to the Agreement, Notice of Termination must be provided at least 90 days prior to the expiration of the current Terms of Agreement. The current term is set to expire on 12/31/2009; therefore, notice is required no later than October 12, 2009.

The Amphitheater is in the process of obtaining a new ticket agent and will have one in place by the end of the year.

### **Budget Impact:**

There is no expected budget impact.



PEACHTREE CITY  
PLAN TO STAY™

---

September 23, 2009

Via Federal Express

Ticketmaster, LLC  
Attn: General Manager  
100 Peachtree Street  
Suite 2600  
Atlanta, GA 30303

Ticketmaster, LLC  
Attn: Executive VP  
Southeastern Region  
100 Peachtree Street  
Atlanta, GA 30303

Ticketmaster LLC  
Attn: General Counsel  
8800 Sunset Boulevard  
West Hollywood, CA 90069-2117

**Re: Agreement between Ticketmaster, LLC  
City of Peachtree City, Georgia - dated November 11, 2008  
Notice of Termination**

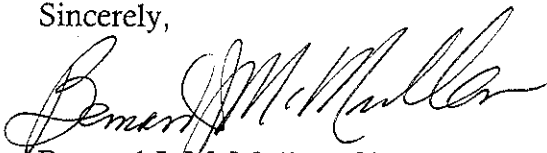
To Whom It May Concern:

Please be advised that pursuant to Paragraph 1 of the Agreement between Ticketmaster, LLC (hereinafter "Ticketmaster") and the City of Peachtree City, Georgia (hereinafter "City") dated November 11, 2008 (hereinafter the "Agreement"), notice is hereby given that the City will not renew the Agreement as of December 31, 2009. Accordingly, said Agreement will terminate as of December 31, 2009.

Please note that this Notice of Termination is not being sent for "cause," as defined in the Agreement. Rather, this notice is being sent in accordance with Paragraph 1 of the Agreement which authorizes either party to notify the other party of its intention not to renew the Agreement. This notice is being sent to you not more than one hundred twenty (120) days, nor less than ninety (90) days prior to the end of the current term of the Agreement.

The City would like to thank Ticketmaster for the services it has provided to the City.

Sincerely,



Bernard J. McMullen, City Manager  
City of Peachtree City

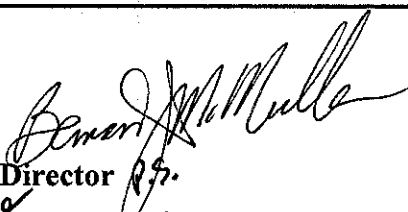
cc: Director, Leisure Services  
Nancy Price, Amphitheater Manager  
City Attorney

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

---

**TO:** Mayor and Council

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

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

**DATE:** September 23, 2009

**SUBJECT:** Evidence/Property Purge

---

### Recommendation:

It is my recommendation that the City accept the attached list of purged items, either for City use or for public auction. I request that the City permit the Police Department to retain the items listed as "TOT Police Dept" for official department use.

### Discussion:

An order permitting the disposal of these items was signed by a Superior Court Judge on September 21, 2009. Each item listed on the order specifies how it is to be disposed of: "Destroyed", "Turned Over To City Use", or "Turned Over To Police Department Use".

The Police Department has completed a purge of a number of items in its evidence room. These items consist of evidence that no longer has any prosecution value. Also included in the purge are found property and other unneeded property which the police department currently possesses.

The items turned over to City use may be used by the City for official use, or may be disposed of in the manner of other surplus equipment (i.e.: sold at public auction).

### Budget Impact:

There is no negative impact to the City's budget. Any monies received from the sale of items at public auction would be placed into the City's general fund. Any items "Turned Over to City Use" would save the City money, in lieu of purchasing the same item new.

HCC/ss  
Attachments

IN THE SUPERIOR COURT FOR THE COUNTY OF FAYETTE

STATE OF GEORGIA

IN RE: PETITION OF H. C. "SKIP" CLARK II, CHIEF OF POLICE, CITY OF PEACHTREE CITY, FOR ORDER PURSUANT TO O.C.G.A. § 17-5-54

NOW COMES, H. C. "SKIP" CLARK II, Chief of Police, City of Peachtree City, Georgia, and brings this petition to the Superior Court for an Order authorizing the retention of certain properties and the discarding of certain properties in the custody of the Peachtree City Police Department and shows the court the following:

1.

The petitioner, CHIEF H. C. "SKIP" CLARK II, is duly appointed and serving as Chief of Police at the Peachtree City Police Department.

2.

In the operation of its normal duties as a law enforcement agency, Petitioner has assumed custody of personal properties, which were the subject of crimes or have been otherwise seized, as shown on Exhibit "A" attached hereto.

3.

Said personal properties in custody of the Petitioner are now unclaimed after a period of more than ninety (90) days following its seizure or following the final conviction, in the case of property used as evidence, and are no longer needed in a criminal investigation or for evidentiary purposes, and are therefore subject to disposition by the Petitioner pursuant to O.C.G.A. § 17-5-54.

As provided by §17-5-54 of O.C.G.A., the Petitioner makes application to this court for an order authorizing said properties on Exhibit "A" to be discarded and disposed of as other properties which are salvage or non-serviceable equipment or salvageable property to be retained by the City of Peachtree City for official use.

WHEREFORE, Petitioner prays that this Court enter an order pursuant to O.C.G.A. § 17-5-54 authorizing:

- (a) The disposition of the personal properties shown on Exhibit "A" and authorizing the Petitioner to dispose of said properties as salvage or non-serviceable equipment or retain salvageable property for official use by the City of Peachtree City.

Respectfully submitted,



---

Chief H. C. "Skip" Clark II, Petitioner

STATE OF GEORGIA

COUNTY OF FAYETTE

VERIFICATION

Personally appeared before the undersigned officer duly authorized by law to administer oaths, Chief H. C. "Skip" Clark II, who, after being duly sworn, deposed and states upon oath that the facts set forth in the within and foregoing PETITION OF Chief H. C. "Skip" Clark II, Chief of Police, CITY OF PEACHTREE CITY POLICE, FOR ORDER PURSUANT TO O.C.G.A. § 17-5-54 are true and correct.

This 18<sup>th</sup> day of September, 2009.

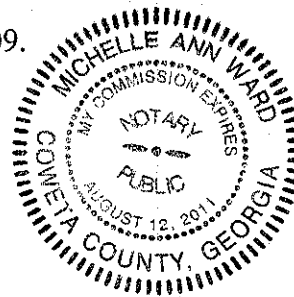


H. C. "Skip" Clark II, Chief of Police

Sworn to and subscribed before me

This 18 day of September, 2009.

  
Notary Public



County of Commission: Coweta

Commission Expires: Aug. 12, 2011

[SEAL]

IN THE SUPERIOR COURT FOR THE COUNTY OF FAYETTE

STATE OF GEORGIA

IN RE: PETITION OF H. C. "SKIP" CLARK II, CHIEF OF POLICE, CITY OF PEACHTREE CITY, FOR ORDER PURSUANT TO O.C.G.A. § 17-5-54

ORDER

Chief H. C. "Skip" Clark II, Chief of Police, City of Peachtree City, having filed a petition with this Court pursuant to O.C.G.A. § 17-5-54 requesting an order of this Court authorizing the discarding or seizure of certain personal properties as shown in said Exhibit "A".

Upon the verified statement of the Petitioner, the Court finds:

1. That said properties have come into the custody of the Petitioner in the exercise of the Petitioner's duties as a law enforcement agency and are the subject of a crime or have otherwise been seized by the Petitioner.
2. That said personal properties in the custody of the Petitioner are unclaimed after a period of ninety (90) days following their seizure or following final conviction, in the case of property used as evidence, and are no longer needed in a criminal investigation or for evidentiary purposes and are therefore subject to disposition by Petitioner.
3. That it is proper that the properties in Exhibit "A" be discarded and disposed of as other properties which are salvage or non-serviceable equipment or salvageable property to be retained by the City of Peachtree City for official use.

WHEREFORE, IT IS THE ORDER OF THIS COURT that the Petitioner is hereby authorized to dispose of the personal property shown on Exhibit "A" of the Petition in this matter, and the Petitioner is hereby Ordered and authorized to discard said properties and to dispose of the same as other salvage or other non-serviceable equipment or retain property for the City of Peachtree City and its official use.

SO ORDERED, this the 21 day of September, 2009.

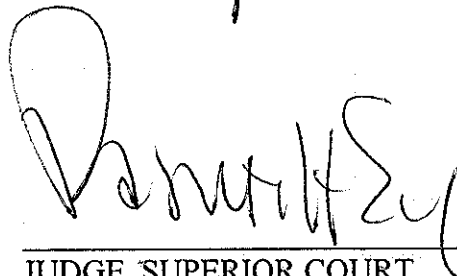
  
\_\_\_\_\_  
JUDGE, SUPERIOR COURT  
GRIFFIN JUDICIAL CIRCUIT

EXHIBIT "A"  
PEACHTREE CITY POLICE DEPARTMENT  
EVIDENCE / PROPERTY PURGE LIST  
All items to be destroyed unless otherwise noted  
Updated 09/04/09

COPY

MONEY: FOUND / SAFEKEEPING / SEIZED

| <u>CASE #</u> | <u>BARCODE</u> | <u>DOCKET #</u> | <u>DESCRIPTION</u>           | <u>HELD FOR</u> | <u>CASE STATUS</u>                   |
|---------------|----------------|-----------------|------------------------------|-----------------|--------------------------------------|
| 98-36975      | PCPD0412       | 1999R-0081      | \$4.12                       | Evid/Found      | Owner Unknown, TOT City Use          |
| 03-12200      | PCPD4522       | 2005R-0068      | \$7.05                       | Evidence        | Unable to locate owner, TOT City Use |
| 05-01016      | PCPD0407       | 2005R-0309      | \$6.06                       | Evidence        | Unable to locate owner, TOT City Use |
| 06-07775      | PCPD1209       | 2006R-0360      | \$29.00                      | Evidence        | Owner Unknown, TOT City Use          |
| 09-01175      | PCPD5200       | N/A             | \$2.00, wallet               | Found Property  | Unable to locate owner, TOT City Use |
| 09-03446      | PCPD5456       | N/A             | \$4.77, wallet, credit cards | Found Property  | Unable to locate owner, TOT City Use |

Total: \$46.23

GUNS, AMMUNITION, OTHER WEAPONS

| <u>CASE #</u> | <u>BARCODE</u> | <u>DOCKET #</u> | <u>DESCRIPTION</u>                      | <u>HELD FOR</u> | <u>CASE STATUS</u>                   |
|---------------|----------------|-----------------|-----------------------------------------|-----------------|--------------------------------------|
| 95-06955      | PCPD0405       | 1997SR-0317     | Taurus PT99 9mm pistol, ser#TKE93701AFD | Evidence        | Closed, weapon abandoned, TOT PD Use |
| 99-33768      | PCPD1599       | N/A             | Spent 9mm shell casing                  | Evidence        | Case Admin Action                    |
| 00-03305      | PCPD2271       | Municipal Court | Red Rider BB gun                        | Evidence        | Municipal Court, case closed         |
| 00-03305      | PCPD2272       | Municipal Court | Crossman 760 Pumpmaster BB gun          | Evidence        | Municipal Court, case closed         |
| 01-09495      | PCPD2273       | 2001SR-061      | Metal baseball bat                      | Evidence        | Plea, sentenced 11/01/01             |
| 04-03194      | PCPD2303       | Juvenile Court  | Two .177 cal pellet guns                | Evidence        | Juvenile Court, case closed          |
| 04-05426      | PCPD0949       | 2005R-0089      | 2 shotgun shells                        | Evidence        | Plea, sentenced 09/14/05             |
| 04-06348      | PCPD0916       | 2004SR-0322     | Buck hunting knife w/ sheath            | Evidence        | Plea, sentenced 05/25/04             |
| 04-08443      | PCPD2276       | 2004R-0520      | Baseball bat                            | Evidence        | Nolle Prosequi, 06/29/05             |
| 04-08443      | PCPD2277       | 2004R-0520      | Daisey pellet pistol, ser# 1J05905      | Evidence        | Nolle Prosequi, 06/29/05             |
| 04-09751      | PCPD2269       | Juvenile Court  | Remington Air Master 77 pellet gun      | Evidence        | Juvenile Court, case closed          |
| 04-10302      | PCPD2336       | 2005R-0371      | Brass knuckles                          | Evidence        | Plea, sentenced 09/27/05             |
| 04-13576      | PCPD3651       | 2004SR-0940     | 14 shotgun shells                       | Evidence        | Plea, sentenced 03/23/05             |
| 04-14769      | PCPD2267       | 2005SR-004      | Baseball bat                            | Evidence        | Plea, sentenced 06/30/05             |

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|          |          |            |                                                    |             |                                           |
|----------|----------|------------|----------------------------------------------------|-------------|-------------------------------------------|
| 05-16600 | PCPD0439 | 2006R-0017 | RG-14 .22 cal pistol, ser# L723559, knife          | Evidence    | Plea, sentenced 09/19/06, To be destroyed |
| 06-00625 | PCPD0425 | 2006R-0089 | Remington 721 (30-06) rifle, ser# 31379            | Safekeeping | Letter to owner returned, TOT PD Use      |
| 07-00453 | PCPD2240 | 2007R-0069 | Knife, Gamo P-23 BB gun, Elite IA airsoft gun, etc | Evidence    | Plea, sentenced 09/24/07                  |
| 09-03846 | PCPD5480 | N/A        | Daisey BB gun                                      | Safekeeping | Owner requested destruction               |
| 09-03846 | PCPD5481 | N/A        | Marlin Model 81 .22 cal rifle, no ser#             | Safekeeping | Owner requested destruction               |

DRUGS, MEDICATION

| <u>CASE #</u> | <u>BARCODE</u> | <u>DOCKET #</u> | <u>DESCRIPTION</u>                            | <u>HELD FOR</u> | <u>CASE STATUS</u>            |
|---------------|----------------|-----------------|-----------------------------------------------|-----------------|-------------------------------|
| 94-08349      | PCPD4632       | 1995M-0455      | Bag w/ marijuana, pipe                        | Evidence        | Plea, sentenced 12/20/95      |
| 95-01651      | PCPD4591       | 1995M-0493      | Box w/ marijuana cigarette, seeds             | Evidence        | 1st Offender's Plea, 04/05/96 |
| 95-03780      | PCPD4604       | 1996M-0085      | Bag w/ marijuana, knife, pipe, rolling papers | Evidence        | Plea, sentenced 04/15/96      |
| 95-09008      | PCPD4578       | Municipal Cou   | Bag w/ marijuana, pipe                        | Evidence        | Municipal Court, case closed  |
| 96-01285      | PCPD4553       | Municipal Cou   | Bag w/ marijuana                              | Evidence        | Municipal Court, case closed  |
| 98-38869      | PCPD3850       | N/A             | Rubber strap, box w/ unkn residue, syringes   | Evidence        | Case Admin Action             |
| 98-38869      | PCPD4576       | N/A             | Unknown liquid removed from syringes          | Evidence        | Case Admin Action             |
| 98-38869      | PCPD4645       | N/A             | Marijuana from wooden case                    | Evidence        | Case Admin Action             |
| 99-27731      | PCPD4220       | Municipal Cou   | Marijuana, pipe, scale                        | Evidence        | Municipal Court, case closed  |
| 00-03108      | PCPD1123       | Municipal Cou   | Marijuana, aspirin, mirror                    | Evidence        | Municipal Court, case closed  |
| 00-03769      | PCPD4489       | 2000SR-0549     | Bottle of Cefaclor, 250 mg, 22 pills          | Evidence        | Plea, sentenced 09/14/00      |
| 00-08612      | PCPD2905       | Municipal Cou   | Marijuana, cigarettes                         | Evidence        | Municipal Court, case closed  |
| 00-13429      | PCPD2882       | N/A             | 2 pills, possibly Valium                      | Evaluation      | No charges, to be destroyed   |
| 00-13915      | PCPD3856       | N/A             | Metal pipe, needle, plastic bottles, spoon    | Evaluation      | No charges, to be destroyed   |
| 00-16218      | PCPD2921       | 2001R-0131      | Bag w/ marijuana                              | Evidence        | Plea, sentenced 09/18/01      |
| 00-16218      | PCPD4540       | 2001R-0131      | Bag w/ marijuana                              | Evidence        | Plea, sentenced 09/18/01      |
| 01-01990      | PCPD4644       | 2001R-0460      | Baggies w/ marijuana                          | Evidence        | Plea, sentenced 03/13/02      |

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|----------|----------|----------------|----------------------------------------------------|----------------|------------------------------|
| 01-03351 | PCPD2885 | 2001R-0337     | Pipe w/ marijuana, lighter, pocket knife           | Evidence       | Dead docket 02/08/02         |
| 01-12428 | PCPD5167 | Juvenile Court | Black pouch w/ marijuana, pipe                     | Evidence       | Juvenile Court, case closed  |
| 01-14720 | PCPD1187 | N/A            | Glass marijuana pipe                               | Contraband     | No charges, to be destroyed  |
| 01-16844 | PCPD2986 | 2002R-0254     | Blue pill (Adirol), 5 spoons                       | Evidence       | Plea, sentenced 11/17/05     |
| 02-00429 | PCPD2957 | 2002SR-0554    | 17 bags w/ marijuana                               | Evidence       | Plea, sentenced 11/14/02     |
| 02-07916 | PCPD4684 | 2002SR-0905    | Marijuana, scales, rolling papers, clamp           | Evidence       | Plea, sentenced 01/13/03     |
| 03-07933 | PCPD3039 | 2004R-0217     | Cigarette box, 7 bags marijuana                    | Evidence       | Plea, sentenced 11/01/04     |
| 03-07933 | PCPD3040 | 2004R-0217     | 2 bags white powder                                | Evidence       | Plea, sentenced 11/01/04     |
| 03-08210 | PCPD2898 | 2003R-0380     | Bag w/ crystalline substance                       | Evidence       | Plea, sentenced 08/21/03     |
| 03-08616 | PCPD3848 | Municipal Cou  | Bottle w/ Naproxen, shot glass                     | Evidence       | Municipal Court, Case closed |
| 03-10579 | PCPD4630 | 2004R-0329     | Bags w/ susp. LSD                                  | Evidence       | Plea, sentenced 09/09/04     |
| 03-10816 | PCPD3825 | Municipal Cou  | Prescription pills (Trazodone)                     | Evidence       | Municipal Court, Case closed |
| 03-10850 | PCPD4614 | 2004R-0052     | Pen w/ susp meth residue                           | Evidence       | Plea, sentenced 02/10/05     |
| 03-11067 | PCPD0173 | 2003R-0500     | 3 hypodermic needles                               | Evidence       | Plea, sentenced 10/08/03     |
| 03-11067 | PCPD4615 | 2003R-0500     | Metal box w/ crystal substance, susp meth          | Evidence       | Plea, sentenced 10/08/03     |
| 03-11955 | PCPD0196 | 2004SR-0229    | Bottle w/ Xanax tablets                            | Evidence       | Plea, sentenced 09/09/04     |
| 03-11955 | PCPD3033 | 2004SR-0229    | Glass straw w/ residue, foil wrapper w/ residue    | Evidence       | Plea, sentenced 09/09/04     |
| 03-12080 | PCPD2339 | 2004R-0230     | Butcher knife                                      | Evidence       | Plea, sentenced 03/17/05     |
| 03-12080 | PCPD2976 | 2004R-0230     | Glass pipe                                         | Evidence       | Plea, sentenced 03/17/05     |
| 03-12080 | PCPD3054 | 2004R-0230     | Glass bottle w/ white residue                      | Evidence       | Plea, sentenced 03/17/05     |
| 03-12080 | PCPD3834 | 2004R-0230     | Straw, copper pipe, red pipe, wooden pipe          | Evidence       | Plea, sentenced 03/17/05     |
| 03-12080 | PCPD3835 | 2004R-0230     | Wooden box w/ marijuana                            | Evidence       | Plea, sentenced 03/17/05     |
| 03-12080 | PCPD4526 | 2004R-0230     | Written prescription, small baggie (empty)         | Evidence       | Plea, sentenced 03/17/05     |
| 03-12080 | PCPD4549 | 2004R-0230     | Glass pipe                                         | Evidence       | Plea, sentenced 03/17/05     |
| 03-12200 | PCPD3062 | 2005R-0068     | Glass pipe w/ residue, bag w/ crystalline residue  | Evidence       | Plea, sentenced 09/29/05     |
| 03-12200 | PCPD3063 | 2005R-0068     | Prescription bottle w/ pill, clear crystals        | Evidence       | Plea, sentenced 09/29/05     |
| 03-12200 | PCPD4523 | 2005R-0068     | Marijuana, notebook, baggies, pill, rolling papers | Evidence       | Plea, sentenced 09/29/05     |
| 03-12451 | PCPD3053 | N/A            | Glass pipe w/ residue                              | Found Property | No charges, to be destroyed  |
| 03-13529 | PCPD3068 | Juvenile Court | Bag w/ meth                                        | Evidence       | Juvenile Court, case closed  |
| 03-13529 | PCPD4527 | Juvenile Court | Bag w/ marijuana                                   | Evidence       | Juvenile Court, case closed  |
| 03-13855 | PCPD4616 | Juvenile Court | 4 pills                                            | Evidence       | Juvenile Court, case closed  |
| 03-14891 | PCPD4671 | 2004R-0336     | Bag w/ marijuana                                   | Evidence       | Plea, sentenced 05/04/06     |
| 03-16855 | PCPD2894 | 2005R-0320     | Jar w/ meth                                        | Evidence       | Plea, sentenced 09/21/05     |

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|----------|----------|-------------|------------------------------------------------|----------|---------------------------------|
| 04-01507 | PCPD1007 | N/A         | Copies of emails                               | Evidence | Case Admin Action               |
| 04-01595 | PCPD3032 | 2004SR-0116 | Bottle of metoclopramide                       | Evidence | Plea, sentenced 03/16/04        |
| 04-01609 | PCPD4756 | 2004R-0450  | Bag w/ meth                                    | Evidence | Plea, sentenced 02/02/05        |
| 04-03328 | PCPD3014 | 2005R-0142  | Glass tube w/ residue                          | Evidence | Plea, sentenced 09/13/05        |
| 04-03328 | PCPD3909 | 2005R-0142  | Bag w/ marijuana                               | Evidence | Plea, sentenced 09/13/05        |
| 04-03383 | PCPD0957 | 2005R-0321  | Stun gun, copper pipe, wooden pipe, clamp      | Evidence | Plea, sentenced 09/21/05        |
| 04-03383 | PCPD4729 | 2005R-0321  | Baggies, straw w/ residue, syringe cap         | Evidence | Plea, sentenced 09/21/05        |
| 04-03383 | PCPD4730 | 2005R-0321  | Syringes, spoon, misc drug paraphernalia       | Evidence | Plea, sentenced 09/21/05        |
| 04-03433 | PCPD0893 | 2004R-0202  | Receipt from WalMart                           | Evidence | Plea, sentenced 04/29/04        |
| 04-03433 | PCPD0894 | 2004R-0202  | American Express statement                     | Evidence | Plea, sentenced 04/29/04        |
| 04-03433 | PCPD0895 | 2004R-0202  | Various pipes, CO2 cartridges, wire, speaker   | Evidence | Plea, sentenced 04/29/04        |
| 04-03433 | PCPD0896 | 2004R-0202  | Paintballs, CO2 cartridge, alcohol, 4 pipes    | Evidence | Plea, sentenced 04/29/04        |
| 04-03433 | PCPD0897 | 2004R-0202  | Targets, pipe, bags w/ residue, CO2 cartridge  | Evidence | Plea, sentenced 04/29/04        |
| 04-03433 | PCPD2278 | 2004R-0202  | Paintball gun                                  | Evidence | Plea, sentenced 04/29/04        |
| 04-03433 | PCPD2279 | 2004R-0202  | Remington Airmaster 77 bb gun                  | Evidence | Plea, sentenced 04/29/04        |
| 04-03433 | PCPD2737 | 2004R-0202  | VHS videotape (surveillance)                   | Evidence | Plea, sentenced 04/29/04        |
| 04-03467 | PCPD0953 | N/A         | Employment documentation                       | Evidence | Case Admin Action               |
| 04-03467 | PCPD0954 | N/A         | Brown bag                                      | Evidence | Case Admin Action               |
| 04-03676 | PCPD0942 | N/A         | Matches, papers                                | Evidence | Case Admin Action               |
| 04-03955 | PCPD4752 | 2005R-0023  | Glass pipe w/ residue                          | Evidence | Plea, sentenced 05/09/05        |
| 04-03955 | PCPD4753 | 2005R-0023  | 2 glass pipes, 2 packets cocaine, empty bottle | Evidence | Plea, sentenced 05/09/05        |
| 04-05048 | PCPD0945 | N/A         | Leather jacket, wrench                         | Evidence | Case Admin Action               |
| 04-05048 | PCPD0946 | N/A         | 2 Dr Pepper bottles                            | Evidence | Case Admin Action               |
| 04-05048 | PCPD0947 | N/A         | Gloves, plastic vend machine top, pen          | Evidence | Case Admin Action               |
| 04-05048 | PCPD0948 | N/A         | 2 cardboard boxes                              | Evidence | Case Admin Action               |
| 04-05053 | PCPD4764 | 2004SR-0573 | Bag w/ unkn drug residue                       | Evidence | Plea, sentenced 01/20/05        |
| 04-05053 | PCPD2879 | 2004SR-0573 | 2 pipes w/ marijuana, glass pipe, ceramic jar  | Evidence | Plea, sentenced 01/20/05        |
| 04-05206 | PCPD0919 | N/A         | Rock, plastic signs                            | Evidence | Case Admin Action               |
| 04-05206 | PCPD0920 | N/A         | Cigarette butt                                 | Evidence | Case Admin Action               |
| 04-05206 | PCPD0921 | N/A         | Sales brochures                                | Evidence | Case Admin Action               |
| 04-05206 | PCPD0922 | N/A         | Sales brochure                                 | Evidence | Case Admin Action               |
| 04-05206 | PCPD0923 | N/A         | Photocopy of driver's license, forged check    | Evidence | Case Admin Action               |
| 04-05206 | PCPD2639 | N/A         | VHS videotape                                  | Evidence | Case Admin Action               |
| 04-05426 | PCPD3757 | 2005R-0089  | Bag w/ marijuana                               | Evidence | Plea, sentenced 09/14/05        |
| 04-05478 | PCPD4695 | 2005R-0134  | Bag w/ cocaine                                 | Evidence | Plea, sentenced 09/14/05        |
| 04-05593 | PCPD0974 | N/A         | Compaq computer, ser# P/N 311006-002           | Evidence | Case Admin Action, TOT City Use |
| 04-05593 | PCPD0975 | N/A         | Compaq Presario monitor, ser# 827BF1911625     | Evidence | Case Admin Action, TOT City Use |
| 04-05593 | PCPD0976 | N/A         | Compaq Presario keyboard SK2700                | Evidence | Case Admin Action, TOT City Use |

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|----------|----------|---------------|--------------------------------------------------|----------------|---------------------------------|
| 04-05593 | PCPD0977 | N/A           | Computer mouse, Nokia/Cingular cellphone         | Evidence       | Case Admin Action, TOT City Use |
| 04-05593 | PCPD0978 | N/A           | Receipts, documents, magazine                    | Evidence       | Case Admin Action               |
| 04-05593 | PCPD0979 | N/A           | Gateway G-6-333, ser# 0014342848                 | Evidence       | Case Admin Action, TOT City Use |
| 04-05593 | PCPD0980 | N/A           | Systemax model K520 keyboard                     | Evidence       | Case Admin Action, TOT City Use |
| 04-05593 | PCPD0981 | N/A           | Toshiba monitor, ser# 10672915                   | Evidence       | Case Admin Action, TOT City Use |
| 04-05875 | PCPD0980 | N/A           | Box of plastic gloves                            | Evidence       | Case Admin Action               |
| 04-05875 | PCPD0941 | N/A           | Spray paint, flashlight, lighter, tools          | Evidence       | Case Admin Action               |
| 04-06167 | PCPD0950 | N/A           | Comsetic case w/ pipes, misc items               | Evaluation     | No charges, to be destroyed     |
| 04-07439 | PCPD4541 | 2005R-0033    | Bag w/ cocaine                                   | Evidence       | Plea, sentenced 11/10/05        |
| 04-07612 | PCPD2901 | 2005R-0056    | Hypodermic needle                                | Evidence       | Plea, sentenced 07/07/05        |
| 04-07612 | PCPD4751 | 2005R-0056    | Envelope w/ spoon, heroin                        | Evidence       | Plea, sentenced 07/07/05        |
| 04-08250 | PCPD3823 | N/A           | Bag w/ crystalline substance                     | Found Property | To be destroyed                 |
| 04-09151 | PCPD4763 | 2005R-0425    | Straw w/ white residue                           | Evidence       | Plea, sentenced 03/23/06        |
| 04-09320 | PCPD3790 | 2005R-0097    | Marijuana cigarette                              | Evidence       | Plea, sentenced 03/21/06        |
| 04-09320 | PCPD4749 | 2005R-0097    | 1/2 pill of Xanax                                | Evidence       | Plea, sentenced 03/21/06        |
| 04-09801 | PCPD0993 | 2004R-0385    | White tank top                                   | Evidence       | Plea, sentenced 03/21/05        |
| 04-09801 | PCPD0994 | 2004R-0385    | Tennis shoes, t-shirt, shorts, belt              | Evidence       | Plea, sentenced 03/21/05        |
| 04-09801 | PCPD0995 | 2004R-0385    | Shirt                                            | Evidence       | Plea, sentenced 03/21/05        |
| 04-09801 | PCPD0996 | 2004R-0385    | Traffic ticket                                   | Evidence       | Plea, sentenced 03/21/05        |
| 04-10302 | PCPD3091 | 2005R-0371    | Plastic vial w/ white powder, glass pipe         | Evidence       | Plea, sentenced 09/28/05        |
| 04-10718 | PCPD3819 | 2004SR-0726   | Unlabeled bottle w/ 12 pills                     | Evidence       | Plea, sentenced 12/13/04        |
| 04-10718 | PCPD3820 | 2004SR-0718   | Bowl w/ marijuana                                | Evidence       | Plea, sentenced 01/24/05        |
| 04-10718 | PCPD3821 | 2004SR-0718   | Bottles w/ various pills                         | Evidence       | Plea, sentenced 01/24/05        |
| 04-10718 | PCPD5129 | 2004SR-0718   | Misc OTC drugs, 3 Rizatriptan                    | Evidence       | Plea, sentenced 01/24/05        |
| 04-11842 | PCPD4703 | 2005R-0303    | Bag w/ white powder                              | Evidence       | Plea, sentenced 09/22/05        |
| 04-12750 | PCPD3765 | Municipal Cou | Bag w/ marijuana                                 | Evidence       | Municipal Court, case closed    |
| 04-12982 | PCPD4694 | 2005R-0160    | Bag w/ meth                                      | Evidence       | Plea, sentenced 09/26/05        |
| 04-13092 | PCPD4702 | 2005R-0145    | 2 bags w/ meth                                   | Evidence       | Plea, sentenced 05/02/06        |
| 04-13163 | PCPD3962 | 2005R-0107    | Plastic box w/ numerous drug paraphanalial items | Evidence       | Plea, sentenced 03/20/06        |
| 04-13163 | PCPD4708 | 2005R-0107    | Bag w/ 6 Ecstasy pills                           | Evidence       | Plea, sentenced 03/20/06        |
| 04-13266 | PCPD3760 | 2005R-0174    | Bags w/ various drug residue                     | Evidence       | Plea, sentenced 07/15/05        |
| 04-13266 | PCPD3876 | 2005R-0174    | Numerous drug paraphanalial items, meth          | Evidence       | Plea, sentenced 07/15/05        |
| 04-13266 | PCPD4672 | 2005R-0174    | Bags w/ cocaine, meth, pills                     | Evidence       | Plea, sentenced 07/15/05        |
| 04-13576 | PCPD1545 | 2004SR-0940   | Electronic scale                                 | Evidence       | Plea, sentenced 03/23/05        |
| 04-13576 | PCPD3650 | 2004SR-0940   | Box w/ marijuana                                 | Evidence       | Plea, sentenced 03/23/05        |
| 04-13576 | PCPD3697 | 2004SR-0940   | Marijuana, glass pipe, paraphanalial             | Evidence       | Plea, sentenced 03/23/05        |
| 04-13576 | PCPD3741 | 2004SR-0940   | Bag w/ marijuana                                 | Evidence       | Plea, sentenced 03/23/05        |
| 04-13576 | PCPD3742 | 2004SR-0938   | Bag w/ marijuana                                 | Evidence       | plea, sentenced 03/16/05        |

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|----------|----------|----------------|----------------------------------------------|----------|------------------------------|
| 04-13576 | PCPD3782 | 2004SR-0940    | 3 glass bongs                                | Evidence | Plea, sentenced 03/23/05     |
| 04-13576 | PCPD3783 | 2004SR-0940    | Marijuana cigarette residue                  | Evidence | Plea, sentenced 03/23/05     |
| 04-13576 | PCPD3874 | 2004SR-0938    | Bong, empty pill bottle, butane fuel         | Evidence | Plea, sentenced 03/16/05     |
| 04-13576 | PCPD4712 | 2004SR-0938    | Unknown white pill                           | Evidence | Plea, sentenced 03/16/05     |
| 04-13876 | PCPD1544 | 2005R-0112     | Numerous drug paraphernalia items, marijuana | Evidence | Plea, sentenced 03/24/06     |
| 04-13864 | PCPD3817 | 2005R-0112     | Bag w/ marijuana                             | Evidence | Plea, sentenced 03/24/06     |
| 04-13864 | PCPD4714 | 2005R-0112     | Bag w/ meth                                  | Evidence | Plea, sentenced 03/24/06     |
| 04-14245 | PCPD1549 | 2005R-0138     | Metal box w/ drug paraphernalia              | Evidence | Plea, sentenced 07/20/05     |
| 04-14245 | PCPD1550 | 2005R-0138     | Bag w/ unknown residue                       | Evidence | Plea, sentenced 07/20/05     |
| 04-14245 | PCPD3801 | 2005R-0138     | Shoebox w/ drug paraphernalia                | Evidence | Plea, sentenced 07/20/05     |
| 04-14245 | PCPD3802 | 2005R-0138     | Marijuana, pills                             | Evidence | Plea, sentenced 07/20/05     |
| 04-14245 | PCPD3803 | 2005R-0138     | Paper towel w/ marijuana                     | Evidence | Plea, sentenced 07/20/05     |
| 04-14245 | PCPD4767 | 2005R-0138     | Baggies w/ marijuana                         | Evidence | Plea, sentenced 07/20/05     |
| 04-14245 | PCPD4768 | 2005R-0138     | Bag w/ meth, cocaine, pills                  | Evidence | Plea, sentenced 07/20/05     |
| 04-14245 | PCPD3815 | 2004R-0393     | Zoloft 100mg, 20 tabs                        | Evidence | Plea, sentenced 04/13/05     |
| 04-15965 | PCPD4724 | Juvenile Court | 2 orange pills                               | Evidence | Juvenile Court, case closed  |
| 04-17035 | PCPD5179 | 2005R-0305     | Bag w/ meth                                  | Evidence | Plea, sentenced 09/25/06     |
| 04-17607 | PCPD4706 | 2005R-0334     | Bag w/ cocaine                               | Evidence | Plea, sentenced 09/20/05     |
| 04-17607 | PCPD4707 | 2005R-0334     | Bag w/ cocaine                               | Evidence | Plea, sentenced 09/20/05     |
| 04-18216 | PCPD4754 | 2005R-0373     | Bottle w/ various pills                      | Evidence | No Proc. 09/06/06            |
| 04-18940 | PCPD1800 | 2005R-0261     | Bong, pipe, drug paraphernalia, residue      | Evidence | Plea, sentenced 01/03/06     |
| 04-18940 | PCPD1801 | 2005R-0261     | Scales, syringes, baggies                    | Evidence | Plea, sentenced 01/03/06     |
| 04-18940 | PCPD4720 | 2005R-0261     | Crystalline substance                        | Evidence | Plea, sentenced 01/03/06     |
| 04-20339 | PCPD4740 | 2005R-0058     | Bag w/ meth, Xanax                           | Evidence | Plea, sentenced 01/26/05     |
|          |          |                |                                              |          |                              |
| 05-00044 | PCPD4719 | 2005SR-0593    | 3 pills                                      | Evidence | Plea, sentenced 01/31/06     |
| 05-00249 | PCPD4626 | Municipal Cou  | Glass pipe w/ marijuana                      | Evidence | Municipal Court, case closed |
| 05-01016 | PCPD0406 | 2005R-0309     | Bag w/ drug paraphernalia                    | Evidence | Plea, sentenced 10/03/05     |
| 05-01016 | PCPD3771 | 2005R-0309     | Envelope w/ meth                             | Evidence | Plea, sentenced 10/03/05     |
| 05-01016 | PCPD4651 | 2005R-0309     | Digital scale, bag w/ meth                   | Evidence | Plea, sentenced 10/03/05     |
| 05-01203 | PCPD4670 | 2005SR-0217    | 5 blue pills                                 | Evidence | Plea, sentenced 09/07/05     |
| 05-01930 | PCPD3055 | 2005R-0494     | 2 pipes, cocaine                             | Evidence | Plea, sentenced 09/12/06     |
| 05-02224 | PCPD1762 | 2005R-0471     | Package w/ various prescription pills        | Evidence | Plea, sentenced 03/20/06     |
| 05-02224 | PCPD3106 | 2005R-0471     | Meth, various pills                          | Evidence | Plea, sentenced 03/20/06     |
| 05-02224 | PCPD3730 | 2005R-0471     | Smoking devices, baggies                     | Evidence | Plea, sentenced 03/20/06     |
| 05-02224 | PCPD3731 | 2005R-0471     | Digital scale, drug paraphernalia            | Evidence | Plea, sentenced 03/20/06     |
| 05-02224 | PCPD3732 | 2005R-0471     | Digital scale                                | Evidence | Plea, sentenced 03/20/06     |
| 05-02441 | PCPD4766 | 2005R-0499     | Bottle w/ meth                               | Evidence | Plea, sentenced 03/31/06     |

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|----------|----------|----------------|-----------------------------------------------|----------|------------------------------|
| 05-03681 | PCPD4140 | 2005SR-0196    | Bag w/ marijuana                              | Evidence | Plea, sentenced 06/02/05     |
| 05-03858 | PCPD1445 | Municipal Cou  | Cannister w/ marijuana, lighter               | Evidence | Municipal Court, case closed |
| 05-04119 | PCPD4725 | 2005R-0325     | Bag w/ meth                                   | Evidence | Plea, sentenced 11/08/05     |
| 05-04801 | PCPD1254 | Unkn           | Various baggies                               | Evidence | Record expunged              |
| 05-04801 | PCPD1255 | Unkn           | Drug paraphernalia                            | Evidence | Record expunged              |
| 05-04801 | PCPD3761 | Unkn           | Bags w/ meth                                  | Evidence | Record expunged              |
| 05-04801 | PCPD4697 | Unkn           | Marijuana                                     | Evidence | Record expunged              |
| 05-04801 | PCPD4739 | Unkn           | White crystalline substance                   | Evidence | Record expunged              |
| 05-04963 | PCPD3894 | 2005SR-0478    | Marijuana                                     | Evidence | Plea, sentenced 11/15/05     |
| 05-05219 | PCPD1245 | 2005R-0328     | Drug paraphernalia                            | Evidence | Plea, sentenced 05/26/05     |
| 05-05219 | PCPD1246 | 2005R-0328     | Sword                                         | Evidence | Plea, sentenced 05/26/05     |
| 05-05219 | PCPD4728 | 2005R-0328     | Pipe w/ marijuana                             | Evidence | Plea, sentenced 05/26/05     |
| 05-06112 | PCPD4726 | 2005R-0344     | Bag w/ cocaine                                | Evidence | Plea, sentenced 07/15/05     |
| 05-06301 | PCPD3719 | Municipal Cou  | Bag w/ marijuana                              | Evidence | Municipal Court, case closed |
| 05-08114 | PCPD4521 | 2005SR-0822    | Bag w/ pipe, marijuana                        | Evidence | Nolle Prosequi, 03/16/06     |
| 05-09454 | PCPD4742 | 2005R-0454     | Bag w/ pipes                                  | Evidence | Plea, sentenced 08/08/05     |
| 05-09454 | PCPD4743 | 2005R-0454     | Bag w/ cocaine                                | Evidence | Plea, sentenced 08/08/05     |
| 05-09575 | PCPD4721 | 2005R-0453     | Bag w/ cocaine                                | Evidence | Plea, sentenced 09/16/05     |
| 05-11889 | PCPD3967 | 2006R-0014     | Glass pipe w/ residue                         | Evidence | Plea, sentenced 02/24/06     |
| 05-11889 | PCPD4175 | 2006R-0014     | One pill, meth                                | Evidence | Plea, sentenced 02/24/06     |
| 05-12107 | PCPD3762 | 2005SR-0961    | Bag w/ marijuana                              | Evidence | Plea, sentenced 06/04/08     |
| 05-12440 | PCPD2891 | 2006R-0142     | Bag w/ meth                                   | Evidence | Plea, sentenced 05/11/06     |
| 05-12440 | PCPD4518 | 2006R-0142     | Marijuana                                     | Evidence | Plea, sentenced 05/11/06     |
| 05-12490 | PCPD2902 | 2006R-0171     | 2-bags w/ residue                             | Evidence | Plea, sentenced 09/12/06     |
| 05-13495 | PCPD4174 | Juvenile Court | Bag w/ meth, pipe                             | Evidence | Juvenile Court, case closed  |
| 05-14108 | PCPD3724 | Municipal Cou  | Bag w/ marijuana                              | Evidence | Municipal Court, case closed |
| 05-14108 | PCPD4503 | Municipal Cou  | Pipe w/ marijuana                             | Evidence | Municipal Court, case closed |
| 05-14108 | PCPD4504 | Municipal Cou  | Bag w/ marijuana                              | Evidence | Municipal Court, case closed |
| 05-14170 | PCPD1971 | 2005R-0586     | Scrape residue from vehicle                   | Evidence | Plea, sentenced 02/23/06     |
| 05-14170 | PCPD1972 | 2005R-0586     | Wooden baseball bat                           | Evidence | Plea, sentenced 02/23/06     |
| 05-14228 | PCPD3708 | 2005R-0548     | Pipe w/ meth                                  | Evidence | Plea, sentenced 11/18/05     |
| 05-14632 | PCPD3093 | 2006R-0104     | Vial w/ meth                                  | Evidence | Plea, sentenced 11/07/06     |
| 05-14632 | PCPD4718 | 2006R-0104     | Bottle w/ unkn liquid                         | Evidence | Plea, sentenced 11/07/06     |
| 05-14981 | PCPD2900 | 2005R-0544     | Glass pipe, bags w/ residue, straw w/ residue | Evidence | Plea, sentenced 11/10/05     |
| 05-14981 | PCPD3750 | 2005R-0613-E   | White crystalline substance, baggies, meth    | Evidence | Plea, sentenced 02/22/06     |
| 05-14981 | PCPD4232 | 2005R-0544     | Spoons, needles, various drug paraphernalia   | Evidence | Plea, sentenced 11/10/05     |
| 05-14981 | PCPD4233 | 2005R-0613-E   | Various drug paraphernalia, pills             | Evidence | Plea, sentenced 02/22/06     |
| 05-14981 | PCPD4469 | 2005R-0613-A   | Marijuana cigarette                           | Evidence | Plea, sentenced 10/02/05     |

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|----------|----------|--------------------------------------------------|------------|------------------------------|
| 05-15250 | PCPD2580 | Municipal Cou CD w/ interview audio              | Evidence   | Municipal Court, case closed |
| 05-15250 | PCPD4478 | Municipal Cou Bag w/ marijuana                   | Evidence   | Municipal Court, case closed |
| 05-15788 | PCPD3747 | 2005R-0575 Bag w/ meth                           | Evidence   | Plea, sentenced 12/19/05     |
| 05-16600 | PCPD2941 | 2006R-0017 Bag w/ meth                           | Evidence   | Plea, sentenced 09/19/06     |
| 05-16600 | PCPD4216 | 2006R-0017 Pipe, straw                           | Evidence   | Plea, sentenced 09/19/06     |
| 05-17398 | PCPD2963 | 2006R-0037 Bottle w/ 27 pills                    | Evidence   | Plea, sentenced 06/13/06     |
| 05-17398 | PCPD4760 | 2006R-0037 Bag w/ marijuana                      | Evidence   | Plea, sentenced 06/13/06     |
| 05-17398 | PCPD4761 | 2006R-0037 Electronic scale                      | Evidence   | Plea, sentenced 06/13/06     |
| 05-17522 | PCPD4676 | N/A Misc. pills                                  | Evaluation | No charges, to be destroyed  |
| 05-17522 | PCPD4677 | N/A Misc. pills                                  | Evaluation | No charges, to be destroyed  |
| 05-18087 | PCPD3900 | Municipal Cou Synthetic urine substance          | Evidence   | Municipal Court, case closed |
| 05-18087 | PCPD4570 | Municipal Cou Marijuana cigarette                | Evidence   | Municipal Court, case closed |
| 05-18483 | PCPD2869 | 2006R-0020 Bag w/ meth                           | Evidence   | Plea, sentenced 01/12/06     |
| 05-18483 | PCPD3047 | 2006R-0020 Scale, pill, glass pipe, purse        | Evidence   | Plea, sentenced 01/12/06     |
| 05-19539 | PCPD3025 | N/A 4 pills, rolling papers                      | Evaluation | No charges, to be destroyed  |
| 05-19539 | PCPD3818 | Municipal Cou Marijuana cigarette                | Evidence   | Municipal Court, case closed |
| 05-20013 | PCPD3897 | Municipal Cou Box w/ marijuana, grinder, pipe    | Evidence   | Municipal Court, case closed |
| 06-00105 | PCPD4142 | 2006SR-0126 Bag w/ marijuana                     | Evidence   | Plea, sentenced 07/12/06     |
| 06-00439 | PCPD2845 | 2008SR-0538 Envelope w/ meth                     | Evidence   | Plea, sentenced 09/16/08     |
| 06-00439 | PCPD4207 | 2008SR-0538 Envelope w/ marijuana                | Evidence   | Plea, sentenced 09/16/08     |
| 06-00674 | PCPD4151 | 2006SR-0512 Bag w/ marijuana                     | Evidence   | Plea, sentenced 11/30/06     |
| 06-02256 | PCPD4211 | 2006R-0241 Marijuana, rolling papers, metal clip | Evidence   | Plea, sentenced 03/20/07     |
| 06-02497 | PCPD1824 | 2006SR-0188 Various pills                        | Evidence   | Plea, sentenced 09/11/06     |
| 06-02497 | PCPD3065 | 2006SR-0188 One pill                             | Evidence   | Plea, sentenced 09/11/06     |
| 06-05475 | PCPD3098 | Municipal Cou Marijuana cigarette                | Evidence   | Municipal Court, case closed |
| 06-05489 | PCPD4148 | Municipal Cou Bag w/ marijuana                   | Evidence   | Municipal Court, case closed |
| 06-05599 | PCPD4144 | 2006R-0281 Glass pipe w/ residue                 | Evidence   | Plea, sentenced 07/14/06     |
| 06-05599 | PCPD4145 | 2006R-0281 Marijuana, cocaine residue            | Evidence   | Plea, sentenced 07/14/06     |
| 06-05599 | PCPD4575 | 2006R-0281 Baggies, foil w/ marijuana            | Evidence   | Plea, sentenced 07/14/06     |
| 06-07071 | PCPD3788 | 2006SR-0469 Marijuana residue                    | Evidence   | Plea, sentenced 05/10/07     |
| 06-07071 | PCPD4660 | 2006SR-0469 Baggies, pills                       | Evidence   | Plea, sentenced 05/10/07     |
| 06-07228 | PCPD4656 | 2006R-0309 Pills, bag w/ unknown residue         | Evidence   | Plea, sentenced 08/11/06     |
| 06-08258 | PCPD2928 | 2006SR-0517 Bag w/ marijuana                     | Evidence   | Nolle Prosequi, 10/20/06     |
| 06-08258 | PCPD2929 | 2006SR-0517 Bag w/ marijuana                     | Evidence   | Nolle Prosequi, 10/20/06     |
| 06-08489 | PCPD2848 | 2006SR-0632 Bag w/ marijuana                     | Evidence   | Plea, sentenced 05/22/08     |
| 06-11068 | PCPD0908 | Unkn 3 lighters, straw, baggie                   | Evidence   | Case closed, record expunged |
| 06-11068 | PCPD3709 | Unkn 3 baggies w/ meth                           | Evidence   | Case closed, record expunged |

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|----------|----------|---------------|--------------------------|----------|------------------------------|
| 06-11392 | PCPD4471 | 2006SR-0873   | Baggies w/ marijuana     | Evidence | Plea, sentenced 03/19/07     |
| 06-11643 | PCPD2935 | Municipal Cou | Drug paraphanalia        | Evidence | Municipal Court, case closed |
| 06-11643 | PCPD4508 | Municipal Cou | Bag w/ marijuana         | Evidence | Municipal Court, case closed |
| 06-11957 | PCPD4461 | Municipal Cou | Bag w/ marijuana         | Evidence | Municipal Court, case closed |
| 06-12328 | PCPD4491 | 2006SR-0874   | Bag w/ marijuana         | Evidence | Plea, sentenced 09/13/07     |
| 06-16612 | PCPD2947 | 2007SR-0323   | Marijuana, pipe          | Evidence | Plea, sentenced 08/15/07     |
| 06-16743 | PCPD2943 | 2006R-0473    | Marijuana, crack cocaine | Evidence | Plea, sentenced 12/22/06     |
| 06-16743 | PCPD3787 | 2006R-0473    | Bag w/ marijuana         | Evidence | Plea, sentenced 12/22/06     |
| 06-16743 | PCPD5134 | 2007R-0212    | Bag w/ marijuana         | Evidence | Plea, sentenced 03/26/08     |
| 06-17411 | PCPD2847 | 2007SR-0199   | Bag w/ marijuana         | Evidence | Plea, sentenced 12/12/07     |
|          |          |               |                          |          |                              |
| 07-00453 | PCPD2949 | 2007R-0069    | 2 bags w/ marijuana      | Evidence | Plea, sentenced 09/24/07     |
| 07-08983 | PCPD2980 | 2007SR-0643   | Black pipe               | Evidence | Plea, sentenced 12/07/07     |
| 07-08983 | PCPD3752 | 2007SR-0643   | Bottle w/ marijuana      | Evidence | Plea, sentenced 12/07/07     |

GENERAL EVIDENCE SEIZED AND/OR ABANDONED

| <u>CASE #</u> | <u>BARCODE</u> | <u>DOCKET #</u> | <u>DESCRIPTION</u>                            | <u>HELD FOR</u> | <u>CASE STATUS</u>                       |
|---------------|----------------|-----------------|-----------------------------------------------|-----------------|------------------------------------------|
| 95-03780      | PCPD3433       | 1996M-0085      | Videotape of drug arrest                      | Evidence        | Plea, sentenced 04/15/96                 |
| 95-06621      | PCPD1629       | 1997R-0076      | Two forged checks                             | Evidence        | Plea, sentenced 07/31/97                 |
| 95-06664      | PCPD2547       | N/A             | Documents, microcassette                      | Evidence        | No charges, to be destroyed              |
| 95-06664      | PCPD4335       | N/A             | 2 Microcassettes                              | Evidence        | No charges, to be destroyed              |
| 95-08548      | PCPD1062       | 1996R-0136      | Black and decker cordless saw                 | Evidence        | Owner declined to retrieve, TOT City Use |
|               |                |                 |                                               |                 |                                          |
| 97-07653      | PCPD0866       | 1997R-0431      | Sony audio cassette (terroristic threats)     | Evidence        | Plea, sentenced 05/09/97                 |
| 97-17643      | PCPD1635       | N/A             | Forged check                                  | Evidence        | Case Admin Action                        |
| 97-31284      | PCPD3589       | N/A             | VHS videotape of interview                    | Evidence        | No charges, to be destroyed              |
|               |                |                 |                                               |                 |                                          |
| 98-05158      | PCPD1035       | N/A             | Black waist pack                              | Evidence        | Case Admin Action                        |
| 98-10157      | PCPD0853       | N/A             | Gray flashlight                               | Evidence        | Case Admin Action                        |
| 98-15429      | PCPD0852       | N/A             | 2 pair of sunglasses                          | Evidence        | Case Admin Action                        |
| 98-21781      | PCPD1063       | 1998R-0399      | T-shirt, VHS videotape of interview           | Evidence        | Plea, sentenced 02/17/99                 |
| 98-25251      | PCPD2347       | 2000R-0134      | Permanent markers, VHS videotape of interview | Evidence        | Plea, sentenced 04/05/01                 |
| 98-25582      | PCPD1587       | N/A             | Golf cart key                                 | Evidence        | Case Admin Action                        |
| 98-26362      | PCPD1651       | 1999R-0606      | 4 forged checks                               | Evidence        | Plea, sentenced 03/23/00                 |

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|----------|----------|----------------|-----------------------------------------------|----------|---------------------------------|
| 98-26362 | PCPD3497 | 1999R-0606     | VHS videotape (surveillance)                  | Evidence | Plea, sentenced 03/23/00        |
| 98-26362 | PCPD3498 | 1999R-0606     | VHS videotape (surveillance)                  | Evidence | Plea, sentenced 03/23/00        |
| 98-36975 | PCPD0413 | 1999R-0081     | St Martin watch                               | Evidence | Owner unknown, to be destroyed  |
| 98-36975 | PCPD0414 | 1999R-0081     | Gym bag w/ clothes, cell phone                | Evidence | Plea, sentenced 08/13/99        |
| 98-38869 | PCPD1585 | N/A            | Hotel room key, Regions check card            | Evidence | Case Admin Action               |
| 98-44397 | PCPD1042 | 1999R-0486     | Various clothing items                        | Evidence | Plea, sentenced 03/19/00        |
| 98-44397 | PCPD1043 | 1999R-0486     | Plastic bag                                   | Evidence | Plea, sentenced 03/19/00        |
| 98-44397 | PCPD1044 | 1999R-0486     | Phone jack                                    | Evidence | Plea, sentenced 03/19/00        |
| 98-44397 | PCPD1045 | 1999R-0486     | 13 bags containing pieces of tape             | Evidence | Plea, sentenced 03/19/00        |
| 98-44397 | PCPD1046 | 1999R-0486     | Metal shavings                                | Evidence | Plea, sentenced 03/19/00        |
| 98-44397 | PCPD1047 | 1999R-0486     | Blade from Partner brand saw                  | Evidence | Plea, sentenced 03/19/00        |
| 98-44397 | PCPD1048 | 1999R-0486     | One pair of wire cutters                      | Evidence | Plea, sentenced 03/19/00        |
| 98-44397 | PCPD1049 | 1999R-0486     | Blue fiberglass sample                        | Evidence | Plea, sentenced 03/19/00        |
| 98-44397 | PCPD1050 | 1999R-0486     | Yellow roof insulation                        | Evidence | Plea, sentenced 03/19/00        |
| 98-44397 | PCPD1051 | 1999R-0486     | Various wire pieces                           | Evidence | Plea, sentenced 03/19/00        |
| 99-03507 | PCPD1073 | 1999R-0501     | Hammer w/ wooden handle                       | Evidence | Plea, sentenced 02/25/00        |
| 99-03507 | PCPD1074 | 1999R-0501     | Photos of victim                              | Evidence | Plea, sentenced 02/25/00        |
| 99-12909 | PCPD1041 | Juvenile Court | Sprite can, butter knife, popcorn bag         | Evidence | Juvenile Court, case closed     |
| 99-12909 | PCPD3580 | Juvenile Court | 2 VHS videotapes, photographs                 | Evidence | Juvenile Court, case closed     |
| 99-32545 | PCPD0818 | N/A            | Fingerprint cards                             | Evidence | Case Admin Action               |
| 99-27731 | PCPD3176 | Municipal Cou  | VHS videotape of arrest                       | Evidence | Municipal Court, case closed    |
| 99-32892 | PCPD3467 | 2000SR-0012    | 2 VHS videotapes (DUI arrest)                 | Evidence | Plea, sentenced 03/10/00        |
| 99-33695 | PCPD1247 | N/A            | Drywall hammer                                | Evidence | Case Admin Action               |
| 99-33695 | PCPD2392 | N/A            | VHS videotape (surveillance)                  | Evidence | Case Admin Action               |
| 99-34108 | PCPD1249 | N/A            | Fingerprint card                              | Evidence | Case Admin Action               |
| 00-02026 | PCPD0891 | N/A            | Fingerprint cards, cap, hair                  | Evidence | Case Admin Action               |
| 00-02427 | PCPD0880 | N/A            | "Notorious BIG" cd case                       | Evidence | Case Admin Action               |
| 00-02658 | PCPD0881 | 2000R-0405     | 3 pictures, envelope w/ misc papers, 58 disks | Evidence | Case closed 07/27/00            |
| 00-02658 | PCPD0882 | 2000R-0405     | Tool set w/ misc tools                        | Evidence | Case closed 07/27/00            |
| 00-02658 | PCPD0883 | 2000R-0405     | Latent prints from scene                      | Evidence | Case closed 07/27/00            |
| 00-03114 | PCPD1120 | Juvenile Court | Baggie w/ aluminum, paper, glass              | Evidence | Juvenile Court, case closed     |
| 00-03275 | PCPD1121 | N/A            | 2 CD's (fingerprints)                         | Evidence | Case Admin Action, TOT City Use |
| 00-03275 | PCPD1122 | N/A            | 1 CD                                          | Evidence | Case Admin Action, TOT City Use |
| 00-04993 | PCPD0876 | N/A            | Tennis shoes, towel, cups, towel              | Evidence | Case Admin Action               |
| 00-04993 | PCPD0877 | N/A            | 8 fingerprint cards                           | Evidence | Case Admin Action               |
| 00-04993 | PCPD0878 | N/A            | "Godsmack" CD folder w/ pictures              | Evidence | Case Admin Action               |

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| 00-04993 | PCPD0887 | N/A           | Stouffers meal box                           | Evidence   | Case Admin Action            |
| 00-04993 | PCPD0888 | N/A           | Coke box                                     | Evidence   | Case Admin Action            |
| 00-04993 | PCPD0889 | N/A           | Folgers Coffee can                           | Evidence   | Case Admin Action            |
| 00-04993 | PCPD0890 | N/A           | 3 plastic ice trays                          | Evidence   | Case Admin Action            |
| 00-05207 | PCPD1064 | 2000R-0379    | GA UTC, Social Sec card, check               | Evidence   | Case closed 09/25/00         |
| 00-05207 | PCPD1065 | 2000R-0379    | Purse, checkbook, organizer                  | Evidence   | Case closed 09/25/00         |
| 00-05207 | PCPD3468 | 2000R-0379    | 3 VHS videotapes                             | Evidence   | Case closed 09/25/00         |
| 00-11832 | PCPD1109 | 2001SR-0353   | Dead docket, 09/24/01                        |            |                              |
| 00-14018 | PCPD1077 | N/A           | Credit card receipt                          | Evidence   | Case Admin Action            |
| 00-14880 | PCPD1082 | 2001SR-0110   | Towel, clothing                              | Evidence   | Plea, sentenced 11/01/01     |
| 00-15118 | PCPD1079 | 2001R-0146    | Clothing, paperwork/documents                | Evidence   | Plea, sentenced 09/24/01     |
| 00-15790 | PCPD1078 | 2001R-0187    | Envelope w/ letter                           | Evidence   | Plea, sentenced 06/20/01     |
| 00-15915 | PCPD2493 | N/A           | VHS videotape of traffic stop                | Evidence   | No charges, to be destroyed  |
| 00-16053 | PCPD1101 | N/A           | 4 checks                                     | Evaluation | No charges, to be destroyed  |
| 00-16218 | PCPD1088 | 2001R-0131    | Plastic bag from "Dollar Tree"               | Evidence   | Plea, sentenced 09/18/01     |
| 00-16218 | PCPD1089 | 2001R-0131    | VHS Videotape from ATM                       | Evidence   | Plea, sentenced 09/18/01     |
| 00-16218 | PCPD1090 | 2001R-0131    | Bottle of wine, ski mask, pants, photo       | Evidence   | Plea, sentenced 09/18/01     |
| 00-16411 | PCPD1095 | N/A           | Counterfeit \$100 traveller's check          | Evidence   | No charges, to be destroyed  |
| 00-16658 | PCPD1093 | 2001SR-0012   | GA driver's license (Robert Lee Adams)       | Evidence   | Plea, sentenced 03/12/01     |
| 00-16678 | PCPD1083 | 2001SR-0019   | Woodcraft marker                             | Evidence   | Plea, sentenced 03/06/01     |
| 00-17191 | PCPD1234 | 2002R-0399    | Fake Social Security card                    | Evidence   | Plea, sentenced 07/07/04     |
| 00-17290 | PCPD1232 | 2001SR-0073   | Prescription form (fraudulent)               | Evidence   | Plea, sentenced 03/26/01     |
| 00-17418 | PCPD1235 | N/A           | Forged check                                 | Evidence   | Case Admin Action            |
| 00-17851 | PCPD1236 | 2003R-0003    | Forged check                                 | Evidence   | Plea, sentenced 04/23/03     |
| 00-17851 | PCPD3270 | 2003R-0003    | Credit card applications, ID, misc documents | Evidence   | Plea, sentenced 04/23/03     |
| 00-18224 | PCPD1237 | Municipal Cou | Kodak MAX400 camera                          | Evidence   | Municipal Court, case closed |
| 01-00035 | PCPD1155 | N/A           | Check w/ bank documents                      | Evidence   | Case Admin Action            |
| 01-00350 | PCPD1157 | 2001R-0516    | 6 receipts from Chili's                      | Evidence   | Plea, sentenced 03/13/02     |
| 01-00350 | PCPD4273 | 2001R-0516    | VHS videotape                                | Evidence   | Plea, sentenced 03/13/02     |
| 01-02602 | PCPD1158 | 2001SR-0347   | Forged check                                 | Evidence   | Plea, sentenced 06/07/01     |
| 01-02609 | PCPD1159 | Municipal Cou | North Carolina ID card                       | Evidence   | Municipal Court, case closed |
| 01-03578 | PCPD1153 | N/A           | Empty beer bottle                            | Evidence   | Case Admin Action            |
| 01-04699 | PCPD1210 | N/A           | Bathing suit, t-shirt, shorts, belt, towel   | Evaluation | Case Admin Action            |
| 01-05103 | PCPD1151 | N/A           | Plastic bottle                               | Evidence   | Case Admin Action            |
| 01-05421 | PCPD1161 | N/A           | Clear baggie (empty)                         | Evidence   | Case Admin Action            |
| 01-05421 | PCPD4263 | N/A           | VHS videotape (interview)                    | Evidence   | Case Admin Action            |
| 01-06417 | PCPD1193 | 2001R-0251    | Forged ID documents                          | Evidence   | Plea, sentenced 09/18/01     |

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|----------|----------|----------------|----------------------------------------------|----------|-------------------------------------------|
| 01-06871 | PCPD1205 | N/A            | Bag w/ debris from homemade explosive device | Evidence | Case Admin Action                         |
| 01-07480 | PCPD1194 | 2001R-0359     | 4 Uniform Traffic Citations                  | Evidence | Plea, sentenced 03/18/02                  |
| 01-07742 | PCPD1196 | 2001R-0282     | Documents, prescription                      | Evidence | Plea, sentenced 08/24/01                  |
| 01-07855 | PCPD1189 | N/A            | 5 handwriting samples                        | Evidence | Case Admin Action                         |
| 01-07905 | PCPD1197 | 2002R-0068     | Vehicle key                                  | Evidence | Plea, sentenced 04/01/08                  |
| 01-08135 | PCPD1200 | 2002R-0112     | 2 forged checks                              | Evidence | Plea, sentenced 07/10/02                  |
| 01-08555 | PCPD1204 | 2002R-0116-E   | Forged check                                 | Evidence | Dismissed, 06/03/02                       |
| 01-08872 | PCPD1206 | Juvenile Court | 14 various DVD's, purse                      | Evidence | Juvenile Court, case closed, TOT City Use |
| 01-09613 | PCPD1224 | 2002R-0057     | Playstation memory card, 11 checks, ID       | Evidence | Plea, sentenced 10/04/02                  |
| 01-09614 | PCPD1222 | 2002R-0057     | Notebook, gloves, checks, jeans              | Evidence | Plea, sentenced 10/04/02                  |
| 01-09627 | PCPD1225 | 2002R-0057     | Wallet, CD, 3 Playstation games              | Evidence | Plea, sentenced 10/04/02, TOT City Use    |
| 01-09772 | PCPD1181 | 2001SR-0781    | Remains of explosive device                  | Evidence | Plea, sentenced 12/12/01                  |
| 01-09774 | PCPD1182 | 2001SR-0788    | Remains of explosive device                  | Evidence | Plea, sentenced 10/29/01                  |
| 01-10044 | PCPD4270 | 2002R-0057     | VHS videotape (surveillance)                 | Evidence | Plea, sentenced 09/30/02                  |
| 01-10044 | PCPD1207 | 2001R-0482     | CD case w/ 59 CD's, shirt, radio, CD player  | Evidence | Plea, sentenced 03/13/02, TOT City Use    |
| 01-10044 | PCPD4271 | 2001R-0482     | VHS videotape (interview)                    | Evidence | Plea, sentenced 03/13/02                  |
| 01-10510 | PCPD1188 | N/A            | Brown wallet                                 | Evidence | Case Admin Action                         |
| 01-10800 | PCPD1199 | 2001SR-0809    | Fraudulent ID card                           | Evidence | Plea, sentenced 01/02/02                  |
| 01-10873 | PCPD1201 | 2001R-0495     | Key ring w/ 6 keys                           | Evidence | Plea, sentenced 03/25/02                  |
| 01-11272 | PCPD1203 | Juvenile Court | Broken vehicle key                           | Evidence | Juvenile Court, case closed               |
| 01-11603 | PCPD1202 | 2002R-0020     | Forged check                                 | Evidence | Plea, sentenced 04/29/02                  |
| 01-11641 | PCPD1179 | 2002R-0021     | Cancelled check, credit form, copy of check  | Evidence | Plea, sentenced 04/29/02                  |
| 01-11641 | PCPD1180 | 2002R-0021     | Forged check                                 | Evidence | Plea, sentenced 04/29/02                  |
| 01-12428 | PCPD1136 | Juvenile Court | Dividers from notebook                       | Evidence | Juvenile Court, case closed               |
| 01-12428 | PCPD1137 | Juvenile Court | Picture of graffiti                          | Evidence | Juvenile Court, case closed               |
| 01-12428 | PCPD1138 | Juvenile Court | Bottle of Apple Estate Jamacian Rum          | Evidence | Juvenile Court, case closed               |
| 01-12428 | PCPD1139 | Juvenile Court | 3 bottles of alcohol                         | Evidence | Juvenile Court, case closed               |
| 01-13231 | PCPD1142 | 2002R-0007     | Razors, Visine                               | Evidence | Plea, sentenced 03/20/02                  |
| 01-13231 | PCPD1143 | 2002R-0007     | Glass bottle, mug, screwdriver               | Evidence | Plea, sentenced 03/20/02                  |
| 01-13231 | PCPD1144 | 2002R-0007     | Advil, Visine, razor blades                  | Evidence | Plea, sentenced 03/20/02                  |
| 01-13845 | PCPD1185 | 2003R-0046     | 3 forged prescription forms                  | Evidence | Plea, sentenced 02/07/03                  |
| 01-13871 | PCPD1186 | 2003R-0088     | 2 forged prescriptions                       | Evidence | Plea, sentenced 09/16/03                  |
| 01-14579 | PCPD1183 | 2002R-0395     | Prescription                                 | Evidence | Plea, sentenced 02/13/03                  |
| 01-14579 | PCPD1184 | 2002R-0395     | Prescription                                 | Evidence | Plea, sentenced 02/13/03                  |
| 01-14835 | PCPD1213 | Municipal Cou  | Maxell 120 tape to camcorder                 | Evidence | Municipal Court, case closed              |
| 01-14869 | PCPD1220 | N/A            | Dry cleaner bag                              | Evidence | Case Admin Action                         |
| 01-14869 | PCPD1221 | N/A            | Fingerprints lifted from bag                 | Evidence | Case Admin Action                         |
| 04-15470 | PCPD1218 | N/A            | Handwritten note                             | Evidence | Case Admin Action                         |

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| 01-15482 | PCPD1502 | N/A            | Crowbar                                        | Evidence   | Case Admin Action                      |
| 01-15623 | PCPD1215 | 2002R-0193     | Vehicle title (forged)                         | Evidence   | Plea, sentenced 03/27/03               |
| 01-15802 | PCPD1217 | N/A            | Fake VISA card, fake ID                        | Evidence   | Case Admin Action                      |
| 01-15822 | PCPD1216 | Municipal Cou  | Insurance card, Social Security card           | Evidence   | Municipal Court, case closed           |
| 01-16207 | PCPD1214 | 2001SR-1101    | 2 fake insurance cards                         | Evidence   | Plea, sentenced 02/18/02               |
| 02-00429 | PCPD3877 | 2002SR-0554    | Cigarettes, cigars, keys, rum, rolling papers  | Evidence   | Plea, sentenced 11/14/02               |
| 02-09291 | PCPD1940 | N/A            | Car jack                                       | Evidence   | Case Admin Action                      |
| 02-09752 | PCPD1928 | N/A            | Phone cord (cut)                               | Evidence   | Case Admin Action                      |
| 02-09752 | PCPD1929 | N/A            | VHS videotape (surveillance)                   | Evidence   | Case Admin Action                      |
| 02-16018 | PCPD1406 | N/A            | Documents from Alternative Service Concepts    | Evidence   | Case Admin Action                      |
| 02-16096 | PCPD1989 | 2002SR-105     | 1 pair jeans, 4 shirts                         | Evidence   | Plea, sentenced 02/07/03               |
| 02-16138 | PCPD2448 | 2003R-0335     | VHS videotape (interview)                      | Evidence   | Plea, sentenced 03/20/09               |
| 02-16235 | PCPD1796 | N/A            | Gateway computer tower, ser# 0022775361        | Evidence   | Case Admin Action, TOT City Use        |
| 02-17271 | PCPD1779 | N/A            | Credit card, receipts                          | Evidence   | Case Admin Action                      |
| 03-07781 | PCPD1252 | N/A            | Plastic trim from dash, bottle, cigarette pack | Evidence   | Case Admin Action                      |
| 03-10690 | PCPD2205 | Juvenile Court | Nokia cellphone                                | Evidence   | Juvenile Court, case closed            |
| 03-10767 | PCPD1259 | N/A            | Misc envelopes                                 | Evidence   | Case Admin Action                      |
| 03-12200 | PCPD0148 | 2005R-0068     | Bag w/ various documents                       | Evidence   | Plea, sentenced 09/29/05               |
| 03-12200 | PCPD0149 | 2005R-0068     | Photographs of offenders, notebook             | Evidence   | Plea, sentenced 09/29/05               |
| 03-12200 | PCPD0150 | 2005R-0068     | Gray jacket                                    | Evidence   | Owner unknown, to be destroyed         |
| 03-12250 | PCPD0846 | 2005R-0004     | 7 forged checks                                | Evidence   | Plea, sentenced 03/21/05               |
| 03-12945 | PCPD0626 | 2004R-0103     | VHS videotape (holding facility)               | Evidence   | Plea, sentenced 10/05/03               |
| 03-12945 | PCPD0627 | 2004R-0103     | Envelope w/ prescription forgery documents     | Evidence   | Plea, sentenced 10/05/03               |
| 03-12945 | PCPD0628 | 2004R-0103     | 3 DVD's (surveillance)                         | Evidence   | Plea, sentenced 10/05/03               |
| 03-12945 | PCPD0629 | 2004R-0103     | DVD (surveillance) from Kroger                 | Evidence   | Plea, sentenced 10/05/03               |
| 03-13409 | PCPD1226 | N/A            | Cigarette box, bottle of oil                   | Evidence   | Case Admin Action                      |
| 03-14671 | PCPD0829 | 2004R-0363     | Prescription form                              | Evidence   | Plea, sentenced 03/17/05               |
| 03-14891 | PCPD0835 | 2004R-0336     | Compaq laptop computer, notebook, comp disks   | Evidence   | Plea, sentenced 05/04/06, TOT City Use |
| 03-14891 | PCPD4251 | 2004R-0336     | Audiotape of conversation w/ suspects          | Evidence   | Plea, sentenced 05/04/06               |
| 03-14583 | PCPD0833 | 2004SR-0141    | CD of 911 audio, transcript                    | Evidence   | Plea, sentenced 05/10/04               |
| 03-15106 | PCPD0958 | N/A            | Audiotape, videotape                           | Evidence   | Case Admin Action                      |
| 03-15106 | PCPD0959 | N/A            | 2 letters, bank statement                      | Evidence   | Case Admin Action                      |
| 03-15361 | PCPD0807 | 2004R-0308     | Forged checks                                  | Evidence   | Plea, sentenced 03/02/05               |
| 03-15570 | PCPD0832 | Municipal Cou  | Bag w/ paint transfer, debris                  | Evidence   | Municipal Court, case closed           |
| 03-15639 | PCPD0844 | N/A            | Clothing, documents, misc papers               | Evaluation | No charges, to be destroyed            |
| 03-15745 | PCPD0813 | 2004R-0416     | Black case w/ disks                            | Evidence   | Plea, sentenced 04/14/05               |

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| 03-15832 | PCPD0845 | N/A            | Receipt, checks                                | Evidence   | No charges, to be destroyed          |
| 03-15982 | PCPD0826 | N/A            | Receipt                                        | Evidence   | Case Admin Action                    |
| 03-16005 | PCPD0828 | Municipal Cou  | Receipt                                        | Evidence   | Municipal Court, case closed         |
| 03-16005 | PCPD2460 | Municipal Cou  | VHS videotape                                  | Evidence   | Municipal Court, case closed         |
| 03-16032 | PCPD0827 | Juvenile Court | Wendy's transaction report                     | Evidence   | Juvenile Court, case closed          |
| 03-16346 | PCPD0823 | 2004SR-0023    | Copy of receipts                               | Evidence   | Plea, sentenced 04/22/04             |
| 03-16418 | PCPD0812 | 2004SR-0262    | Purse w/ various cards and ID ref fraud case   | Evidence   | Nolle Prosequi 04/01/04              |
| 03-16450 | PCPD0834 | 2004R-0304     | Black stocking cap, black gloves               | Evidence   | Plea, sentenced 03/22/05             |
| 03-16611 | PCPD0830 | N/A            | Printed receipt                                | Evidence   | Case Admin Action                    |
| 03-16611 | PCPD0831 | N/A            | Receipt, document                              | Evidence   | Case Admin Action                    |
| 03-16878 | PCPD0825 | Juvenile Court | Copy of Instant Messages                       | Evidence   | Juvenile Court, case closed          |
| 03-16944 | PCPD0819 | N/A            | Pictures of subject                            | Evaluation | No charges, to be destroyed          |
| 03-17061 | PCPD0820 | N/A            | Glass bottle w/ wick                           | Evidence   | Case Admin Action                    |
| 04-01327 | PCPD1260 | 2005R-0430     | Set of keys                                    | Evidence   | Plea, sentenced 03/30/06             |
| 04-01372 | PCPD1037 | 2004R-0552     | Broken glass pieces                            | Evidence   | Plea, sentenced 09/19/05             |
| 04-01372 | PCPD1038 | 2004R-0552     | VHS videotape                                  | Evidence   | Plea, sentenced 09/19/05             |
| 04-03194 | PCPD0836 | Juvenile Court | Gum, 3 bottles Powerade, bra, panties, bookbag | Evidence   | Juvenile Court, case closed          |
| 04-03353 | PCPD1115 | 2004SR-0314    | Fake Social Security card                      | Evidence   | Plea, sentenced 08/11/04             |
| 04-04369 | PCPD2268 | N/A            | Floor scraper tool w/ wooden handle            | Evidence   | Case Admin Action                    |
| 04-04811 | PCPD0884 | N/A            | Pair of gloves found at scene                  | Evidence   | Case Admin Action                    |
| 04-04811 | PCPD0885 | N/A            | Pair of gloves found at scene                  | Evidence   | Case Admin Action                    |
| 04-04811 | PCPD3409 | N/A            | 2 VHS videotapes (surveillance)                | Evidence   | Case Admin Action                    |
| 04-05053 | PCPD4066 | 2004SR-0573    | VHS videotape of arrest                        | Evidence   | Plea, sentenced 01/20/05             |
| 04-05477 | PCPD1116 | N/A            | Suicide note                                   | Evidence   | No charges, to be destroyed          |
| 04-06348 | PCPD0917 | 2004SR-0364    | Bar receipt                                    | Evidence   | Plea, sentenced 06/17/04             |
| 04-06348 | PCPD0918 | 2004SR-0365    | 3 fingerprint cards                            | Evidence   | Plea, sentenced 09/29/04             |
| 04-06348 | PCPD0924 | 2004SR-0322    | Fake ID card                                   | Evidence   | Plea, sentenced 05/25/04             |
| 04-06348 | PCPD0925 | 2004SR-0322    | Receipt                                        | Evidence   | Plea, sentenced 05/25/04             |
| 04-06359 | PCPD0955 | Municipal Cou  | GA driver's license                            | Evidence   | Municipal Court, case closed         |
| 04-06401 | PCPD0944 | 2004SR-0339    | Mens underwear                                 | Evidence   | Plea, sentenced 06/09/04             |
| 04-07143 | PCPD0855 | N/A            | One hair found at scene                        | Evidence   | Case Admin Action                    |
| 04-07143 | PCPD0856 | N/A            | Magazine, plastic bag, ID printout             | Evidence   | Case Admin Action                    |
| 04-07245 | PCPD0854 | N/A            | Clear license cover                            | Evidence   | Case Admin Action                    |
| 04-07439 | PCPD0868 | 2005R-0033     | Cellphone, receipt, VHS videotape              | Evidence   | Plea, sentenced 11/10/05             |
| 04-07448 | PCPD0879 | 2004SR-0366    | Plastic hose extension                         | Evidence   | Pre-trial release/dismissed 03/24/05 |
| 04-07499 | PCPD2334 | Municipal Cou  | Silver knife w/ black sheath                   | Evidence   | Municipal Court, case closed         |
| 04-07515 | PCPD0870 | N/A            | Headlight assembly (hit and run)               | Evidence   | Case Admin Action                    |

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| 04-07944 | PCPD0875 | 2004R-0345  | Forged prescription                   | Evidence   | Plea, sentenced 03/21/05               |
| 04-08192 | PCPD0886 | N/A         | Floppy disk w/ photos                 | Evidence   | Case Admin Action                      |
| 04-08362 | PCPD0973 | N/A         | Abandoned papers                      | Evaluation | No charges, to be destroyed            |
| 04-08451 | PCPD0962 | 2004SR-054  | 2 piece pool cue                      | Evidence   | Plea, sentenced 11/08/04               |
| 04-08659 | PCPD0968 | N/A         | Metal scrap and lock                  | Evidence   | Case Admin Action                      |
| 04-10041 | PCPD1126 | N/A         | Radio frame, dash piece               | Evidence   | Case Admin Action                      |
| 04-10041 | PCPD1127 | N/A         | Tennis shoes, size 12                 | Evidence   | Case Admin Action                      |
| 04-10041 | PCPD3344 | N/A         | VHS videotape w/ witness              | Evidence   | Case Admin Action                      |
| 04-10041 | PCPD3345 | N/A         | VHS videotape (interview)             | Evidence   | Case Admin Action                      |
| 04-10276 | PCPD1253 | N/A         | Gray metal money box                  | Evidence   | Case Admin Action                      |
| 04-10332 | PCPD1094 | N/A         | Threatening note                      | Evidence   | Case Admin Action                      |
| 04-10417 | PCPD1110 | N/A         | Receipt for purchases                 | Evidence   | Case Admin Action                      |
| 04-10417 | PCPD1111 | N/A         | VHS videotape (surveillance)          | Evidence   | Case Admin Action                      |
| 04-10417 | PCPD1112 | N/A         | Transaction receipt                   | Evidence   | Case Admin Action                      |
| 04-10417 | PCPD2365 | N/A         | Copy of surveillance video            | Evidence   | Case Admin Action                      |
| 04-10417 | PCPD2366 | N/A         | 3 CD's (surveillance)                 | Evidence   | Case Admin Action                      |
| 04-10417 | PCPD3367 | N/A         | VHS videotape (surveillance)          | Evidence   | Case Admin Action                      |
| 04-10434 | PCPD1096 | 2004R-0377  | Letter (terroristic threats)          | Evidence   | Plea, sentenced 05/09/05               |
| 04-10666 | PCPD1097 | 2005R-0439  | 6 spent shell casings                 | Evidence   | Plea, sentenced 03/23/06               |
| 04-10666 | PCPD1098 | 2005R-0439  | 1 .380 cal slug                       | Evidence   | Plea, sentenced 03/23/06               |
| 04-10666 | PCPD3303 | 2005R-0439  | VHS videotape of interview            | Evidence   | Plea, sentenced 03/23/06               |
| 04-10676 | PCPD1076 | N/A         | Handwritten note (suicide)            | Evidence   | Case closed, to be destroyed           |
| 04-10676 | PCPD1099 | N/A         | Gunshot residue kit (suicide)         | Evidence   | Case closed, to be destroyed           |
| 04-11036 | PCPD1124 | 2004SR-0669 | VHS videotape (surveillance)          | Evidence   | Plea, sentenced 04/27/05               |
| 04-11036 | PCPD1125 | 2004SR-0669 | Clothing, cologne, 7 DVD's, 1 CD      | Evidence   | Plea, sentenced 04/27/05, TOT City Use |
| 04-11303 | PCPD1113 | 2004SR-0921 | Bottle of cough medicine              | Evidence   | Plea, sentenced 07/18/05               |
| 04-11497 | PCPD1084 | N/A         | Rock                                  | Evidence   | Case Admin Action                      |
| 04-11507 | PCPD1091 | 2004R-0468  | Mexican Consular ID card              | Evidence   | Plea, sentenced 02/04/09               |
| 04-11507 | PCPD1092 | 2004R-0468  | Mexican Federal ID card               | Evidence   | Plea, sentenced 02/04/09               |
| 04-11516 | PCPD1102 | N/A         | Silver pedal attachment for golf cart | Evidence   | Case Admin Action                      |
| 04-11626 | PCPD3326 | N/A         | VHS videotape (surveillance)          | Evidence   | Case Admin Action                      |
| 04-11694 | PCPD4093 | 2005R-0442  | VHS videotape of interview            | Evidence   | Dead docket, 02/22/06                  |
| 04-11694 | PCPD0892 | 2005R-0442  | Forged check                          | Evidence   | Dead docket, 02/22/06                  |
| 04-11694 | PCPD1543 | 2005R-0442  | Photograph of suspect                 | Evidence   | Dead docket, 02/22/06                  |
| 04-11694 | PCPD4094 | 2005R-0442  | VHS videotape of interview            | Evidence   | Dead docket, 02/22/06                  |
| 04-13576 | PCPD0696 | 2004SR-0940 | Toshiba laptop, ser# 73020985H        | Evidence   | Plea, sentenced 03/23/05, TOT City Use |
| 04-14245 | PCPD1548 | 2005R-0138  | Photos of various subjects            | Evidence   | Plea, sentenced 07/20/05               |
| 04-14549 | PCPD1541 | 2004R-0393  | Compaq Pocket PC                      | Evidence   | Plea, sentenced 04/13/05, TOT City Use |

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| 04-14549 | PCPD2477 | 2004R-0393     | VHS videotape of interview                    | Evidence   | Plea, sentenced 04/13/05                  |
| 04-14549 | PCPD3815 | 2004R-0393     | Map, receipt                                  | Evidence   | Plea, sentenced 04/13/05                  |
| 04-16033 | PCPD3987 | Juvenile Court | Large gardening knife                         | Evidence   | Juvenile Court, case closed               |
| 04-16840 | PCPD0135 | Juvenile Court | Jeans, sneakers, socks                        | Evidence   | Juvenile Court, case closed               |
| 04-16840 | PCPD0598 | Juvenile Court | Jacket, 2 shirts                              | Evidence   | Juvenile Court, case closed               |
| 04-16840 | PCPD0599 | Juvenile Court | 1 pair underwear                              | Evidence   | Juvenile Court, case closed               |
| 04-18691 | PCPD0909 | N/A            | 2 latent prints, piece of paper               | Evidence   | Case Admin Action                         |
| 04-18691 | PCPD0910 | N/A            | Plastic changer                               | Evidence   | Case Admin Action                         |
| 04-18691 | PCPD0911 | N/A            | Plastic bill box                              | Evidence   | Case Admin Action                         |
| 04-19118 | PCPD1031 | 2005R-0088     | 1 counterfeit check                           | Evidence   | Plea, sentenced 02/04/05                  |
| 04-19118 | PCPD1032 | 2005R-0088     | 4 VHS videotapes                              | Evidence   | Plea, sentenced 02/04/05                  |
| 04-19240 | PCPD1034 | 2005R-0088     | 2 counterfeit checks                          | Evidence   | Plea, sentenced 02/04/05                  |
| 04-19873 | PCPD1000 | 2005R-0382     | 2 counterfeit checks                          | Evidence   | Plea, sentenced 09/26/05                  |
| 05-02026 | PCPD1297 | 2005R-0520     | Register tickets, book, audit documents       | Evidence   | Nolle Prosequi, 02/27/09                  |
| 05-02026 | PCPD4031 | 2005R-0520     | VHS videotape (interview)                     | Evidence   | Nolle Prosequi, 02/27/09                  |
| 05-02029 | PCPD4322 | Juvenile Court | 3 CD's w/ surveillance video                  | Evidence   | Juvenile Court, case closed               |
| 05-03550 | PCPD1192 | N/A            | Ignition cylinder from vehicle                | Evidence   | Case Admin Action                         |
| 05-03562 | PCPD1256 | 2005R-0474     | 2 checks, bank photos, notes                  | Evidence   | Nolle Prosequi, 03/01/07                  |
| 05-03562 | PCPD1257 | 2005R-0474     | Fake check                                    | Evidence   | Nolle Prosequi, 03/01/07                  |
| 05-03583 | PCPD1177 | 2005SR-0168    | Numerous fraudulent credit cards, ID's        | Evidence   | Plea, sentenced 05/09/05                  |
| 05-03583 | PCPD2539 | 2005SR-0168    | 2 CD's (interviews)                           | Evidence   | Plea, sentenced 05/09/05                  |
| 05-03850 | PCPD1270 | N/A            | 4 cut padlocks                                | Evidence   | Case Admin Action                         |
| 05-03858 | PCPD2533 | Municipal Cou  | 2 CD's (surveillance)                         | Evidence   | Municipal Court, case closed              |
| 05-04119 | PCPD1275 | 2005R-0325     | Various knives, tools, cell phone, hat        | Evidence   | Plea, sentenced 11/08/05                  |
| 05-04119 | PCPD1276 | 2005R-0325     | Wallet, razor blades, lighter, hat            | Evidence   | Plea, sentenced 11/08/05                  |
| 05-04119 | PCPD1277 | 2005R-0325     | Roll of developed film                        | Evidence   | Plea, sentenced 11/08/05                  |
| 05-04119 | PCPD2640 | 2005R-0325     | VHS videotape of interview                    | Evidence   | Plea, sentenced 11/08/05                  |
| 05-04119 | PCPD2641 | 2005R-0325     | VHS videotape of interview                    | Evidence   | Plea, sentenced 11/08/05                  |
| 05-04350 | PCPD1242 | Juvenile Court | 2 Nokia TracPhones, sim card, scissors        | Evidence   | Juvenile Court, case closed, TOT City Use |
| 05-04566 | PCPD1243 | N/A            | Air bag sensor                                | Evaluation | Case Admin Action                         |
| 05-05001 | PCPD1271 | N/A            | Tea pitcher                                   | Evidence   | Case Admin Action                         |
| 05-05001 | PCPD1272 | N/A            | Empty box                                     | Evidence   | Case Admin Action                         |
| 05-05001 | PCPD1273 | N/A            | Flashlight                                    | Evidence   | Case Admin Action                         |
| 05-05407 | PCPD1230 | Juvenile Court | 3 copies of checks, 3 copies of deposit slips | Evidence   | Juvenile Court, case closed               |
| 05-05407 | PCPD4059 | Juvenile Court | VHS videotape (interview)                     | Evidence   | Juvenile Court, case closed               |
| 05-05465 | PCPD1240 | N/A            | Lug nut cover                                 | Evidence   | Case Admin Action                         |
| 05-05465 | PCPD1241 | N/A            | Mirror assembly                               | Evidence   | Case Admin Action                         |

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Updated 09/04/09

|          |          |                |                                                     |            |                                        |
|----------|----------|----------------|-----------------------------------------------------|------------|----------------------------------------|
| 05-05571 | PCPD1238 | N/A            | Handwritten note                                    | Evidence   | Case Admin Action                      |
| 05-05750 | PCPD1229 | N/A            | Lottery ticket                                      | Evidence   | Case Admin Action                      |
| 05-05750 | PCPD2599 | N/A            | DVD, piece of paper                                 | Evidence   | Case Admin Action                      |
| 05-05750 | PCPD2684 | N/A            | VHS videotape (surveillance)                        | Evidence   | Case Admin Action                      |
| 05-05808 | PCPD1244 | N/A            | Lint roller                                         | Evidence   | Case Admin Action                      |
| 05-05808 | PCPD1227 | N/A            | Checkbook, lotion, hand gel, hairbrush, bag or pens | Evidence   | Case Admin Action                      |
| 05-05888 | PCPD1231 | N/A            | Fake check                                          | Evidence   | Case Admin Action                      |
| 05-06146 | PCPD1228 | Juvenile Court | Driver's ID card                                    | Evidence   | Juvenile Court, case closed            |
| 05-08097 | PCPD1299 | N/A            | 2 receipts                                          | Evidence   | Case Admin Action                      |
| 05-08097 | PCPD4061 | N/A            | VHS videotape (surveillance)                        | Evidence   | Case Admin Action                      |
| 05-09346 | PCPD1298 | N/A            | Lid from plastic container                          | Evidence   | Case Admin Action                      |
| 05-09454 | PCPD1300 | 2005R-0469     | Various checks (forged)                             | Evidence   | Plea, sentenced 08/25/05               |
| 05-11671 | PCPD0839 | 2006R-0093-A   | Empty water bottle                                  | Evidence   | Plea, sentenced 03/13/07               |
| 05-11671 | PCPD0840 | 2006R-0093-A   | Bolt cutters                                        | Evidence   | Plea, sentenced 03/13/07, TOT PD Use   |
| 05-11671 | PCPD0841 | 2006R-0093-A   | Bottom of cardboard box                             | Evidence   | Plea, sentenced 03/13/07               |
| 05-11671 | PCPD0842 | 2006R-0093-A   | Photo line-up                                       | Evidence   | Plea, sentenced 03/13/07               |
| 05-11671 | PCPD0843 | 2006R-0093-A   | Envelope w/ swabbing evidence                       | Evidence   | Plea, sentenced 03/13/07               |
| 05-11671 | PCPD3120 | 2006R-0093-A   | VHS videotape (surveillance)                        | Evidence   | Plea, sentenced 03/13/07               |
| 05-11671 | PCPD3256 | 2006R-0093-A   | 2 pair pliers, screwdriver                          | Evidence   | Plea, sentenced 03/13/07               |
| 05-11671 | PCPD3373 | 2006R-0093-A   | VHS videotape (interview)                           | Evidence   | Plea, sentenced 03/13/07               |
| 05-11671 | PCPD3374 | 2006R-0093-A   | VHS videotape (interview)                           | Evidence   | Plea, sentenced 03/13/07               |
| 05-11671 | PCPD4071 | 2006R-0093-A   | VHS videotape (surveillance)                        | Evidence   | Plea, sentenced 03/13/07               |
| 05-11671 | PCPD4072 | 2006R-0093-A   | VHS videotape (surveillance)                        | Evidence   | Plea, sentenced 03/13/07               |
| 05-11671 | PCPD4200 | 2006R-0093-A   | 4 latent prints                                     | Evidence   | Plea, sentenced 03/13/07               |
| 05-11671 | PCPD4291 | 2006R-0093-A   | CD of confession                                    | Evidence   | Plea, sentenced 03/13/07               |
| 05-12135 | PCPD1148 | N/A            | Guitar tuner, 2 power cords, guitar pick            | Evidence   | Case Admin Action                      |
| 05-12440 | PCPD1366 | 2006R-0142     | Craftsman circular saw, ser# A9831                  | Evidence   | Plea, sentenced 05/11/06, TOT City Use |
| 05-13144 | PCPD1294 | Municipal Cou  | False ID card                                       | Evidence   | Municipal Court, case closed           |
| 05-13234 | PCPD1295 | N/A            | White envelope                                      | Evidence   | Case Admin Action                      |
| 05-13455 | PCPD1286 | N/A            | VHS videotape, wallet                               | Evaluation | Case Admin Action                      |
| 05-14632 | PCPD1310 | 2006R-0104     | Manila envelope w/ DVD                              | Evidence   | Plea, sentenced 11/07/06               |
| 05-15042 | PCPD0898 | 2006R-0086     | 5 Pictures of victim's daughter                     | Evidence   | Plea, sentenced 02/16/07               |
| 05-15042 | PCPD0899 | 2006R-0086     | Latent prints from vehicle                          | Evidence   | Plea, sentenced 02/16/07               |
| 05-15042 | PCPD3160 | 2006R-0086     | Misc papers, documents                              | Evidence   | Plea, sentenced 02/16/07               |
| 05-15104 | PCPD1291 | 2006R-0086     | Black jacket                                        | Evidence   | Plea, sentenced 02/16/07               |
| 05-16394 | PCPD0906 | N/A            | Coke bottle, plastic cup                            | Evidence   | Case Admin Action                      |
| 05-16479 | PCPD0901 | N/A            | Gunshot residue kit                                 | Evidence   | Case closed, to be destroyed           |
| 05-16479 | PCPD0902 | N/A            | Beer can                                            | Evidence   | Case closed, to be destroyed           |

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|          |          |                |                                             |            |                                        |
|----------|----------|----------------|---------------------------------------------|------------|----------------------------------------|
| 05-16479 | PCPD0903 | N/A            | Beer can                                    | Evidence   | Case closed, to be destroyed           |
| 05-16479 | PCPD0904 | N/A            | Spent shell casing                          | Evidence   | Case closed, to be destroyed           |
| 05-16479 | PCPD0905 | N/A            | VHS videotape from patrol car               | Evidence   | Case closed, to be destroyed           |
| 05-16479 | PCPD3643 | N/A            | Clothing, shoes belonging to suicide victim | Evidence   | Case closed, to be destroyed           |
| 05-16549 | PCPD0907 | N/A            | Jeans, sweater                              | Evaluation | Admin Action, to be destroyed          |
| 05-16549 | PCPD4048 | N/A            | VHS videotape of interview                  | Evidence   | Admin Action, to be destroyed          |
| 05-16549 | PCPD4049 | N/A            | VHS videotape of interview                  | Evidence   | Admin Action, to be destroyed          |
| 05-17398 | PCPD2682 | 2006R-0037     | VHS videotape of booking room               | Evidence   | Plea, sentenced 06/13/06               |
| 05-17580 | PCPD0914 | 2006R-0206     | Fingerprints, envelopes, paper, etc         | Evidence   | Plea, sentenced 03/05/07               |
| 05-17580 | PCPD0915 | 2006R-0206     | Letter, photo protector, cardboard box      | Evidence   | Plea, sentenced 03/05/07               |
| 05-18483 | PCPD3379 | 2006R-0020     | One pair of boots                           | Evidence   | Plea, sentenced 01/12/06               |
| 05-20002 | PCPD2402 | 2006R-0128     | Gateway desktop computer, ser# 0022332107   | Evidence   | Plea, sentenced 04/25/06, TOT City Use |
| 05-20002 | PCPD2403 | 2006R-0128     | 2 cassette tapes                            | Evidence   | Plea, sentenced 04/25/06               |
| 05-20002 | PCPD3013 | 2006R-0128     | Pen w/ meth residue                         | Evidence   | Plea, sentenced 04/25/06               |
| 05-20002 | PCPD3391 | 2006R-0128     | Various CD's and DVD's                      | Evidence   | Plea, sentenced 04/25/06               |
| 05-20002 | PCPD3392 | 2006R-0128     | VHS videotape of interview                  | Evidence   | Plea, sentenced 04/25/06               |
| 05-20002 | PCPD3393 | 2006R-0128     | 4 condoms, teddy bear, handwritten note     | Evidence   | Plea, sentenced 04/25/06               |
| 05-20002 | PCPD3394 | 2006R-0128     | 2 keys                                      | Evidence   | Plea, sentenced 04/25/06               |
| 06-00439 | PCPD3502 | 2008SR-0538    | Purse w/ misc items                         | Evidence   | Plea, sentenced 09/16/08               |
| 06-01408 | PCPD2646 | N/A            | VHS videotape (surveillance)                | Evidence   | Case Admin Action                      |
| 06-02256 | PCPD1728 | 2006R-0241     | Fake ID                                     | Evidence   | Plea, sentenced 03/20/07               |
| 06-02346 | PCPD0662 | 2006R-0226     | Bookbag w/ tools, Jacket, flashlight        | Evidence   | Plea, sentenced 11/07/06               |
| 06-02346 | PCPD0663 | 2006R-0226     | Crowbar, 2 bolt cutters                     | Evidence   | Plea, sentenced 11/07/06, TOT PD Use   |
| 06-02877 | PCPD1174 | Juvenile Court | Plastic cup                                 | Evidence   | Juvenile Court, case closed            |
| 06-02877 | PCPD4373 | Juvenile Court | VHS videotape (interview)                   | Evidence   | Juvenile Court, case closed            |
| 06-02980 | PCPD1169 | N/A            | iPOD cassette adapter                       | Evidence   | Case Admin Action                      |
| 06-05599 | PCPD1609 | 2006R-0281     | Fake ID, receipts, fake traveler's checks   | Evidence   | Plea, sentenced 07/14/06               |
| 06-05599 | PCPD1610 | 2006R-0189     | Fake Traveler's Check (\$100)               | Evidence   | Plea, sentenced 06/15/06               |
| 06-06020 | PCPD1075 | N/A            | Shirt found on floor                        | Evaluation | No charges, to be destroyed            |
| 06-08258 | PCPD3384 | 2006SR-0517    | Kmart photographs sample page               | Evidence   | Nolle Prosequi, 10/20/06               |
| 06-08258 | PCPD3385 | 2006SR-0517    | Comcast pamphlet                            | Evidence   | Nolle Prosequi, 10/20/06               |
| 06-08258 | PCPD3386 | 2006SR-0517    | Payment receipt                             | Evidence   | Nolle Prosequi, 10/20/06               |
| 06-08258 | PCPD3387 | 2006SR-0517    | Sprint envelope                             | Evidence   | Nolle Prosequi, 10/20/06               |
| 06-08445 | PCPD0900 | 2006SR-0558    | Silver pistol-shaped lighter                | Evidence   | Plea, sentenced 01/10/07               |
| 06-09038 | PCPD1190 | 2006R-0446     | Bag w/ receipts                             | Evidence   | Plea, sentenced 05/09/07               |
| 06-09038 | PCPD1191 | 2006R-0446     | Hammer, golf cart key, Motorola phone       | Evidence   | Plea, sentenced 05/09/07               |
| 06-09038 | PCPD2359 | 2006R-0446     | VHS videotape (surveillance)                | Evidence   | Plea, sentenced 05/09/07               |

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|          |          |                                                          |          |                                        |
|----------|----------|----------------------------------------------------------|----------|----------------------------------------|
| 06-09038 | PCPD3551 | Juvenile Court Buccal swab from juvenile                 | Evidence | Juvenile Court, case closed            |
| 06-10006 | PCPD1278 | 2007SR-0829 2 fingerprint cards                          | Evidence | Plea, sentenced 12/12/07               |
| 06-10006 | PCPD1279 | 2007SR-0829 2 beer bottles                               | Evidence | Plea, sentenced 12/12/07               |
| 06-10006 | PCPD2385 | 2007SR-0829 VHS videotape of hit and run                 | Evidence | Plea, sentenced 12/12/07               |
| 06-13941 | PCPD1175 | N/A Wine bottle                                          | Evidence | Case Admin Action                      |
| 06-14045 | PCPD1071 | Juvenile Court Clamp, gasket, socket                     | Evidence | Juvenile Court, case closed            |
| 06-14809 | PCPD1068 | 2007R-0244 Packing slip, Bluetooth headsets              | Evidence | Plea, sentenced 11/13/08, TOT City Use |
| 06-14809 | PCPD1069 | 2007R-0244 Handwritten note                              | Evidence | Plea, sentenced 11/13/08               |
| 05-15888 | PCPD1163 | 2006R-0468 Pair of shoes, documents                      | Evidence | Plea, sentenced 12/21/06               |
| 05-15888 | PCPD1164 | 2006R-0468 Bag w/ pants, shirt, document                 | Evidence | Plea, sentenced 12/21/06               |
| 06-15888 | PCPD1165 | 2006R-0468 Motorola cellphone, 2 pairs pants, cap, shirt | Evidence | Plea, sentenced 12/21/06               |
| 06-15888 | PCPD1166 | 2006R-0468 Nokia cell phone                              | Evidence | Plea, sentenced 12/21/06               |
| 07-08983 | PCPD2026 | 2007R-0311 Bookbag, cellphone, box cutter, ashtray       | Evidence | Plea, sentenced 10/19/07               |

FOUND PROPERTY

| <u>CASE #</u> | <u>BARCODE</u> | <u>DOCKET #</u> | <u>DESCRIPTION</u>                                   | <u>HELD FOR</u> | <u>CASE STATUS</u>          |
|---------------|----------------|-----------------|------------------------------------------------------|-----------------|-----------------------------|
| 09-02399      | PCPD5378       | N/A             | NEXT Power Climber bike (orange) ser# 101088041549   | Found Property  | Owner unknown, TOT City Use |
| 09-02808      | PCPD5409       | N/A             | 2 sets of ID                                         | Found Property  | Unable to locate owner      |
| 09-02814      | PCPD5407       | N/A             | Purse, misc cards (no ID)                            | Found Property  | Owner unknown               |
| 09-03307      | PCPD5450       | N/A             | Roadmaster Mt. Fury bike, red, ser# SNFSD04J02264    | Found Property  | Owner unknown, TOT City Use |
| 09-04143      | PCPD5530       | N/A             | Trek Mountain Lion bike, red/black, ser# AQ290187    | Found Property  | Owner unknown, TOT City Use |
| 09-04688      | PCPD5581       | N/A             | Gary Fisher Tarpon bike, gray/blue, ser#WTU127C0503A | Found Property  | Owner unknown, TOT City Use |
| 09-05022      | PCPD5609       | N/A             | Roadmaster Mt. Fury bike, silver, ser# FSD0930JD     | Found Property  | Owner unknown, TOT City Use |
| 09-05113      | PCPD5655       | N/A             | Set of keys                                          | Found Property  | Owner unknown               |
| 09-05161      | PCPD5623       | N/A             | Set of 5 keys                                        | Found Property  | Owner unknown               |

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| <u>TAGS</u><br><u>CASE #</u> | <u>BARCODE</u> | <u>DOCKET #</u> | <u>DESCRIPTION</u>           | <u>HELD FOR</u> | <u>CASE STATUS</u>           |
|------------------------------|----------------|-----------------|------------------------------|-----------------|------------------------------|
| 01-07480                     | PCPD4926       | 2001R-0359      | GA tag 739YLW                | Evidence        | Plea, sentenced 03/18/02     |
| 02-16230                     | PCPD4844       | Municipal Cou   | GA tag 686ZHN                | Evidence        | Municipal Court, case closed |
| 02-16130                     | PCPD4922       | 2003SR-020      | GA tag 641EGT                | Evidence        | Plea, sentenced 05/27/03     |
| 03-07718                     | PCPD4823       | Municipal Cou   | GA tag 4182AHY, 2 beer cans  | Evidence        | Municipal Court, case closed |
| 04-01318                     | PCPD4835       | Municipal Cou   | GA tag 6765XD                | Evidence        | Municipal Court, case closed |
| 04-07564                     | PCPD4862       | 2004SR-0477     | KS tag THP126, KS tag VBT155 | Evidence        | Plea, sentenced 11/08/04     |
| 04-09750                     | PCPD4825       | Municipal Cou   | GA tag ALX3385               | Evidence        | Municipal Court, case closed |
| 05-12440                     | PCPD4934       | 2006R-0142      | GA tag 9744AKR               | Evidence        | Plea, sentenced 05/11/06     |
| 06-07228                     | PCPD1208       | 2006R-0309      | GA tag WX498C, shirt, CD's   | Evidence        | Plea, sentenced 08/11/06     |
| 06-15888                     | PCPD5186       | 2006R-0468      | GA tag AHG6159               | Evidence        | Plea, sentenced 12/21/06     |

Consent for disposal given this 21<sup>st</sup> day of Sept, 2009.

Lisa Land  
 Assistant District Attorney

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

---

**TO:** Mayor & Council Members

**VIA:** City Manager *[Signature]*  
Financial Services Director *[Signature]* P.S.  
Human Resources Manager *[Signature]* BR

**FROM:** Administrative Services Director *[Signature]* M

**DATE:** September 24, 2009

**SUBJECT:** Consider Position Reclassification – HR Manager  
October 1, 2009, City Council Meeting

---

### Recommendation:

Staff recommends that Council approve the reclassification of the following position:

#### Current Position/Grade

HR Manager  
Grade 281

#### Proposed Position/Grade

HR Administrator  
Grade 285

### Discussion:

The Administrative Services division has been provided with opportunities over the past few years to evaluate processes, procedures, and personnel. With the announcement of the HR Manager's retirement, another opportunity was presented to evaluate the functionality of the HR department. After a thorough review of several surrounding jurisdictions and approval of The Mercer Group, it was determined that the best solution was to reclassify the Manager's position to the role of an Administrator.

The City's Human Resources department is a key component of the internal workings of the City. It is essential that the person responsible for guiding the City in this area have a comprehensive knowledge of Human Resources and extensive management experience.

This position will be tasked with more responsibilities than the position had in the past and will be required to have more authority in the development and implementation of citywide programming. Changes in technology and today's common HR information dissemination also require a deeper aptitude and experience of the electronic generation. As our employee demographics change with the regular population swings into Web 2.0 and other social media outlets, we need to provide internal processes and procedures to attract and be able to support a new generation of employees.

The organizational chart for Administrative Services would not change.

### Budget Impact:

The approved FY10 budget reflects the current Grade 281 at the maximum step 33, \$73,246.87. The proposed reclassification at Grade 285 has an entry step of \$55,420.86 with a midrange of \$68,264.96. The reclassification will not have any budgetary impact on the FY10 budget.

**HUMAN RESOURCES ADMINISTRATOR**  
**JOB DESCRIPTION**

Job Code: xxx

**Position:** Human Resources Administrator  
**Division:** Administrative Services  
**Reports to:** Administrative Services Director  
**Overview:** This hands-on position supervises the day-to-day operations of the City's Human Resources Department, establishing policies and procedures, administering recruitment and hiring procedures, implementing compensation and benefits, insurance, safety, wellness, training, and risk management programs.

**FACTOR 1: Education & Directly Applicable Experience**

Associate's Degree and ten or more years directly related experience OR  
A Bachelor's Degree and six-ten years directly related experience OR  
Master's Degree and two-five years directly related experience.  
CHRM, ACHRM, PHR, or SPHR Certification preferred or the ability to  
achieve CHRM or PHR certification within 36 months of employment.

**FACTOR 2: Supervisory Controls**

The work is performed under general direction; the supervisor identifies the overall objectives and resources available. The employee and supervisor, in consultation, develop the deadlines, processes and work to be done.

The employee is responsible for planning and carrying out assignments, resolving most of the conflicts that arise, coordinating the work with others as necessary and interpreting policy in terms of established objectives.

**FACTOR 3: Supervision Given**

This position supervises the following positions:  
**Human Resources Analyst**

**FACTOR 4: Guidelines**

Guidelines are available, but not completely applicable to the work and have major gaps in specificity. The position is responsible for filling the gaps while using judgment in interpreting and adapting guidelines.

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p><b>FACTOR 5: Complexity</b></p> <p>The work includes varied duties requiring many different and unrelated processes and methods applied to a broad range of activities or substantial depth of analysis. Decisions deal with major areas of uncertainty in approach, methodology or interpretation and evaluation processes resulting from such elements as continuing changes in program, technological developments or conflicting requirements. The work requires originating new techniques, establishing criteria or developing new information.</p> |
|  | <p><b>FACTOR 6: Scope and Effect</b></p> <p>The work involves planning, developing, and carrying out vital programs essential to the mission of the City affecting a large number of people on a long-term or continuing basis.</p>                                                                                                                                                                                                                                                                                                                          |
|  | <p><b>FACTOR 7: Personal Contacts</b></p> <p>The majority of personal contacts are with individuals or groups from outside the organization in a moderately unstructured setting or involve attempts to enforce ordinances, regulations, or rules where conflict or diverse interpretations may result.</p>                                                                                                                                                                                                                                                  |
|  | <p><b>FACTOR 8: Purpose of Contacts</b></p> <p>The purpose is to influence, motivate, interrogate, or control persons or groups. The persons contacted may be fearful, skeptical, uncooperative or dangerous. The employee must be skillful in establishing rapport with varied persons or groups.</p>                                                                                                                                                                                                                                                       |
|  | <p><b>FACTOR 9: Physical Demands</b></p> <p>The work requires some physical exertion such as long periods of standing; walking over rough or difficult surfaces; recurring stooping, climbing or walking; recurring lifting of moderately heavy items weighing less than 25 pounds and may require occasional lifting of objects weighing in excess of 25 pounds. The work may require specific, but common physical characteristics and abilities such as mobility and dexterity.</p>                                                                       |
|  | <p><b>FACTOR 10: Work Environment</b></p> <p>The work environment involves everyday risks or discomforts which require normal safety precautions. Use of safe work practices with office equipment, avoidance of trips and falls, observance of fire regulations and traffic signals are minimally required.</p>                                                                                                                                                                                                                                             |

**PAY GRADE: 85**

**FLSA STATUS: EXEMPT – ADMINISTRATIVE**

**HUMAN RESOURCES ADMINISTRATOR– ESSENTIAL DUTIES**

|                                                                                                                                                                                                                                                                              |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Planning, Administrative, and Coordination Duties</b>                                                                                                                                                                                                                     |
| Attends periodic meetings as an active participant and to obtain an overall feel of citywide activities to better serve the employee base                                                                                                                                    |
| Reviews, analyzes, evaluates, recommends improvement, and/or develops programs, policies, and procedures for relevant City operations; including the City's Personnel Policy, Performance Evaluation, Safety, Wellness, Drug Testing, Risk Management, and Training programs |
| Schedules and conducts meetings (internal and external)                                                                                                                                                                                                                      |
| Maintains contact with general public and other city officials in the performance of assigned duties                                                                                                                                                                         |
| Prepares departmental budget and tracks throughout the year                                                                                                                                                                                                                  |
| Approves departmental purchase requisitions and payment requests                                                                                                                                                                                                             |
| Coordinates work of subordinates                                                                                                                                                                                                                                             |
| Approves leave and overtime of subordinates                                                                                                                                                                                                                                  |
| Responsible for the records retention for all HR related documents                                                                                                                                                                                                           |
| Coordinate employee relations programs (EAP, Employee Social Committee)                                                                                                                                                                                                      |
| Ensure compliance with all Federal, State, and local regulations related to employment practices                                                                                                                                                                             |
|                                                                                                                                                                                                                                                                              |
| <b>Recruitment and Selection Duties</b>                                                                                                                                                                                                                                      |
| Coordinate with Directors and Chiefs to identify staffing requirements to meet the goals and objectives of the City                                                                                                                                                          |
| Assist Directors and Chiefs in the analysis, creation, and modification of job descriptions – establishing hiring criteria based upon competency needs                                                                                                                       |
| Establish and implement selection procedures, including interviewing, testing, selection, and reference and background checking                                                                                                                                              |
| Develop and implement the new hire and exit interview processes and procedures                                                                                                                                                                                               |
|                                                                                                                                                                                                                                                                              |
| <b>Pay and Benefits Duties</b>                                                                                                                                                                                                                                               |
| Maintain and administer pay and benefits plans                                                                                                                                                                                                                               |
| Conduct wage and benefits surveys to analyze and evaluate pay rates and benefits based upon external market conditions                                                                                                                                                       |
| Analyze, develop, implement, and maintain compensation policies and pay classifications consistent to the City's strategic objectives through the proper utilization of job reclassifications                                                                                |
|                                                                                                                                                                                                                                                                              |
| <b>Other duties as requested</b>                                                                                                                                                                                                                                             |
| Created 9/24/09                                                                                                                                                                                                                                                              |

**City Council of Peachtree City**  
**REVISED AGENDA**  
**October 1, 2009**  
**7:00 p.m.**

- I. Call to Order
- II. Pledge of Allegiance
- III. Announcements, Awards, Special Recognition
  - Proclamation for Lights on After School
  - Presentation of Bullet Proof Vest for Police Dog from Dr. Obsitnik
  - Presentation of COMCAST Foundation Grant to the Fayette County Earth Day Committee
- IV. Public Comment
- V. Agenda Changes
- VI. Minutes
  - September 17, 2009, Regular Meeting Minutes
- VII. Monthly Reports
- VIII. Consent Agenda
  - 1. Consider Water Rescue MOU with Fayette County
  - 2. Consider Ratification of Notice of Termination of Agreement with Ticketmaster
  - 3. Consider Evidence/Property Purge
- IX. Old Agenda Items
- X. New Agenda Items
  - 10-09-01 Update on Lazars and Lightning Merger
  - 10-09-02 Consider Position Reclassification – HR Manager
  - 10-09-03 Consider Amendment to Canongate Lease Agreement for the Tennis Center
- 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 OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

---

**TO:** Mayor and City Council  
**VIA:** City Manager *Bryan M. Miller*  
**FROM:** Financial Services Director *P.S.*  
**DATE:** September 29, 2009  
**SUBJECT:** Amendment to Tennis Center Operations Agreement

*October 1, 2009 City Council Meeting*

---

**Recommendation:**

Approve the attached Amendment to the Tennis Center Operations Agreement and authorize the Mayor to sign.

**Discussion:**

On June 19, 2009, the City entered into an agreement with Sequoia Tennis Management, LLC (aka Canongate) to manage operations at the Peachtree City Tennis Center. At that time, representatives of the company indicated that they intended to make improvements to the facility to help improve its appeal, and the agreement entered into included a stipulation that such improvements would be handled by an amendment to the original agreement. Canongate has recently approached the City with a proposal to make numerous improvements to the restaurant, pro shop and locker rooms at the facility, as well as improve signage. The improvements, totaling \$152,625, are detailed in Exhibit A of the attached agreement. Canongate will bear the cost of these improvements, which will become property of the City upon completion. Canongate expects that these improvements will drive increased traffic and sales volume, bring the facility up to a more modern standard and generally improve member satisfaction and retention.

**Budgetary Impact:**

There is no immediate budgetary impact to the City by entering into this agreement. There is a possibility of increased rental income from the facility in the future if sales are driven high enough as a result of these improvements. The City would only be responsible for the unamortized cost of the improvements should the agreement expire or be terminated for any reason other than default by the manager at a future date.

STATE OF GEORGIA

COUNTY OF FAYETTE

**AMENDMENT TO TENNIS CENTER OPERATIONS AGREEMENT**

WHEREAS, a Tennis Center Operations Agreement (hereinafter "Agreement") by and between the City of Peachtree City (hereinafter "City") and Sequoia Tennis Management, LLC (hereinafter called "Manager") was entered into on June 19, 2009; and

WHEREAS, Paragraph 2.4 of the Agreement provides that "All Major Capital Improvements (as such term is defined in the Agreement) shall be undertaken by Manager at Manager's sole cost and expense and are subject to City's advance written approval by the City Council and an amendment to this Agreement signed by City and Manager. Said amendment shall include information on the economic benefits of the project and a depreciation schedule for the Major Capital Improvements. In addition, the amendment shall stipulate that Manager shall be reimbursed by City an amount equal to the undepreciated value of the Major Capital Improvements funded by Manager if this Agreement expires or is otherwise terminated for any reason other than a default by Manager. Both City and the Manager agree to work in good faith to execute these amendments. All such Major Capital Improvements undertaken by Manager shall, upon completion, become property of the City." And;

WHEREAS, Manager has recently re-opened the restaurant at the Tennis Center and now desires to re-furbish and otherwise renovate the restaurant area, along with the locker rooms and general signage, in such a way as to drive increased traffic and sales volume, bring the facility up to a more modern standard and generally improve member satisfaction and retention. And;

WHEREAS, Manager has submitted a list of Major Capital Improvements which fall within the definition of such term as set forth in the Agreement, a copy of said list being attached hereto as Exhibit "A" and incorporated herein by express reference; and

WHEREAS, Manager seeks the approval of City to proceed with the Major Capital Improvements set forth on Exhibit "A" pursuant to Paragraph 2.4 of the Agreement.

NOW THEREFORE, City and Manager hereby agree to amend the Agreement as follows:

1.

City hereby approves the Major Capital Improvements set forth on Exhibit "A" attached hereto.

2.

City and Manager hereby agree that in the event that the Agreement is terminated for any reason other than a default by Manager, the City will reimburse Manager an amount equal to the undepreciated value of the Major Capital Improvements set forth on Exhibit "A", based on Remaining Unamortized Value at End of Each Year set forth on said Exhibit "A". Such reimbursement by City shall occur as follows: a) if the Agreement is terminated by City, such reimbursement shall occur on or before January 31 of the year following the date such Agreement is terminated; and b) if the Agreement is terminated by Manager, such reimbursement shall be made in three (3) equal payments, which payments shall be calculated by dividing the Remaining Unamortized Value at End of Each Year by three (3), and such payments will be made by January 31 of each year following the date such Agreement is terminated.

3.

The parties agree and acknowledge that all remaining terms and conditions set forth in the Agreement remain in full force and effect.

THIS AMENDMENT TO TENNIS CENTER OPERATIONS AGREEMENT  
EXECUTED IN COUNTERPARTS ON THE DATE BELOW EACH PARTY'S  
SIGNATURE, AND THE PARTIES HEREBY AFFIX THEIR NAMES, SIGNATURES  
AND SEALS WITH THE FULL INTENT TO BE BOUND THEREBY.

**CITY**

By \_\_\_\_\_  
Harold Logsdon, Mayor

Attest:

Date: \_\_\_\_\_

\_\_\_\_\_  
City Clerk (SEAL)

**MANAGER:**

ATTEST:

SEQUOIA TENNIS MANAGEMENT  
LLC, a Georgia limited liability company

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

By: Sequoia Golf Management LLC, a Georgia  
limited liability company and its manager

By: Sequoia Golf Holdings, LLC,  
a Delaware limited liability company and  
its manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Exhibit A

Tennis Center Budget 8-21-2009

| Restaurant- Pro Shop         |         | Remaining Unamortized Value at End of Each Year                                                           |            |            |            |           |           |           |           |           |           |  |
|------------------------------|---------|-----------------------------------------------------------------------------------------------------------|------------|------------|------------|-----------|-----------|-----------|-----------|-----------|-----------|--|
| Depr.                        | Life    | Year 1                                                                                                    | Year 2     | Year 3     | Year 4     | Year 5    | Year 6    | Year 7    | Year 8    | Year 9    | Year 10   |  |
| \$                           | 2,500   | Paint Pro Shop                                                                                            | 2,142.86   | 1,785.71   | 1,428.57   | 1,071.43  | 714.29    | 357.14    | 0.00      | 0.00      | 0.00      |  |
| \$                           | 2,000   | Back Bar Hot dog warming drawer- Other needed equipment                                                   | 1,800.00   | 1,600.00   | 1,400.00   | 1,200.00  | 1,000.00  | 800.00    | 600.00    | 400.00    | 200.00    |  |
| \$                           | 2,900   | Paint Interior of Restaurant                                                                              | 2,485.71   | 2,071.43   | 1,657.14   | 1,242.86  | 828.57    | 414.29    | 0.00      | 0.00      | 0.00      |  |
| \$                           | 30,800  | Back Patio furniture 6 sets Bar Height Tables and Chairs                                                  | 27,720.00  | 24,640.00  | 21,560.00  | 18,480.00 | 15,400.00 | 12,320.00 | 9,240.00  | 6,160.00  | 3,080.00  |  |
| \$                           | 8,375   | 5 sets regular height tables- 11 TOTAL                                                                    |            |            |            |           |           |           |           |           |           |  |
| \$                           | 8,375   | TV's (1 pro shop) (2 rest)                                                                                |            |            |            |           |           |           |           |           |           |  |
| \$                           | 7,500   | New Back Bar for Wine and Beer. Refridgerated display for beer. Wine display in back bar. Proper lighting | 7,537.50   | 6,700.00   | 5,862.50   | 5,025.00  | 4,187.50  | 3,350.00  | 2,512.50  | 1,675.00  | 837.50    |  |
| \$                           | 6,000   | Beer Refrigerators \$3000 each est.                                                                       | 7,000.00   | 6,500.00   | 6,000.00   | 5,500.00  | 5,000.00  | 4,500.00  | 4,000.00  | 3,500.00  | 3,000.00  |  |
| \$                           | 4,500   | New Counter Top Front Bar                                                                                 | 5,400.00   | 4,800.00   | 4,200.00   | 3,600.00  | 3,000.00  | 2,400.00  | 1,800.00  | 1,200.00  | 600.00    |  |
| \$                           | 1,000   | Re refurbish front bar millwork                                                                           | 4,200.00   | 3,900.00   | 3,600.00   | 3,300.00  | 3,000.00  | 2,700.00  | 2,400.00  | 2,100.00  | 1,800.00  |  |
| \$                           | 1,000   | Trim Existing Book Case                                                                                   | 933.33     | 866.67     | 800.00     | 733.33    | 666.67    | 600.00    | 533.33    | 466.67    | 400.00    |  |
| \$                           | 3,750   | Re Upholster existing chairs includes fabric                                                              | 933.33     | 866.67     | 800.00     | 733.33    | 666.67    | 600.00    | 533.33    | 466.67    | 400.00    |  |
| \$                           | 7,500   | Restructure ceiling above bar to the shape of the bar- add pendent lights                                 | 3,375.00   | 3,000.00   | 2,625.00   | 2,250.00  | 1,875.00  | 1,500.00  | 1,125.00  | 750.00    | 375.00    |  |
| \$                           | 7,000   | Add bar stools to the bar- allow seating on each end (15)                                                 | 7,000.00   | 6,500.00   | 6,000.00   | 5,500.00  | 5,000.00  | 4,500.00  | 4,000.00  | 3,500.00  | 3,000.00  |  |
| \$                           | 8,000   | Window Treatments                                                                                         | 6,300.00   | 5,600.00   | 4,900.00   | 4,200.00  | 3,500.00  | 2,800.00  | 2,100.00  | 1,400.00  | 700.00    |  |
| \$                           | 2,000   | Artwork                                                                                                   | 7,200.00   | 6,400.00   | 5,600.00   | 4,800.00  | 4,000.00  | 3,200.00  | 2,400.00  | 1,600.00  | 800.00    |  |
| \$                           | 4,500   | Close wall off between Kitchen entry and restaurant area- Add Door                                        | 1,800.00   | 1,600.00   | 1,400.00   | 1,200.00  | 1,000.00  | 800.00    | 600.00    | 400.00    | 200.00    |  |
| \$                           | 3,500   | Design fees                                                                                               | 4,200.00   | 3,900.00   | 3,600.00   | 3,300.00  | 3,000.00  | 2,700.00  | 2,400.00  | 2,100.00  | 1,800.00  |  |
| \$                           | 12,500  | Carpet                                                                                                    | 3,150.00   | 2,800.00   | 2,450.00   | 2,100.00  | 1,750.00  | 1,400.00  | 1,050.00  | 700.00    | 350.00    |  |
| \$                           | 112,825 |                                                                                                           | 11,250.00  | 10,000.00  | 8,750.00   | 7,500.00  | 6,250.00  | 5,000.00  | 3,750.00  | 2,500.00  | 1,250.00  |  |
| Locker Rooms Mens and Ladies |         |                                                                                                           |            |            |            |           |           |           |           |           |           |  |
| \$                           | 15,000  | New Flooring-Tile in restroom area-Carpet Locker Room area                                                |            |            |            |           |           |           |           |           |           |  |
| \$                           | 3,000   | Paint Walls                                                                                               | 13,500.00  | 12,000.00  | 10,500.00  | 9,000.00  | 7,500.00  | 6,000.00  | 4,500.00  | 3,000.00  | 1,500.00  |  |
| \$                           | 1,500   | New Artwork- Counter Accessoreils                                                                         | 2,571.43   | 2,142.86   | 1,714.29   | 1,285.71  | 857.14    | 428.57    | 0.00      | 0.00      | 0.00      |  |
| \$                           | 3,000   | New Benchs (4)                                                                                            | 1,350.00   | 1,200.00   | 1,050.00   | 900.00    | 750.00    | 600.00    | 450.00    | 300.00    | 150.00    |  |
| \$                           | 15,000  | New Counter Tops, Sinks, Mirrors?, Faucets                                                                | 2,700.00   | 2,400.00   | 2,100.00   | 1,800.00  | 1,500.00  | 1,200.00  | 900.00    | 600.00    | 300.00    |  |
| \$                           | 300     | New toilet lids                                                                                           | 14,000.00  | 13,000.00  | 12,000.00  | 11,000.00 | 10,000.00 | 9,000.00  | 8,000.00  | 7,000.00  | 6,000.00  |  |
| \$                           | 37,800  |                                                                                                           | 257.14     | 214.29     | 171.43     | 128.57    | 85.71     | 42.86     | 0.00      | 0.00      | 0.00      |  |
| Signs                        |         |                                                                                                           |            |            |            |           |           |           |           |           |           |  |
| \$                           | 2,000   | Replace Signs Front of Building                                                                           | 1,800.00   | 1,600.00   | 1,400.00   | 1,200.00  | 1,000.00  | 800.00    | 600.00    | 400.00    | 200.00    |  |
| \$                           | 152,625 | Total Renovation Budget                                                                                   | 140,606.31 | 126,087.62 | 111,568.93 | 97,050.24 | 82,531.55 | 68,012.86 | 53,494.17 | 40,218.33 | 26,942.50 |  |
|                              |         |                                                                                                           |            |            |            |           |           |           |           |           | 13,666.67 |  |

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

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**TO:** Mayor and Council Members

**FROM:** Interim Community Development Director

**VIA:** City Manager *[Signature]*  
Financial Services Director *P.S.*

**DATE:** September 30, 2009

**SUBJECT:** Approval of Contract with GDOT for the construction of SR 54 W/ CSX multi-use path connections  
*October 1, 2009 City Council agenda*

---

### Recommendation:

Authorize Mayor to sign Contract with the Georgia Department of Transportation (GDOT) for the construction of the SR 54 W/ CSX multi-use path connections.

### Discussion:

In accordance with GDOT procedures, Staff advertised the construction plans for the referenced project. Bids were opened on September 22, 2009 at 4:00PM. A total of six bids were received:

|                                     |              |
|-------------------------------------|--------------|
| Lewallen Construction Company, Inc. | \$157,490.00 |
| Brent Scarbrough & Company, Inc.    | \$166,000.00 |
| Tri-Scapes, Inc.                    | \$169,640.00 |
| JHC Corporation, Inc.               | \$197,400.00 |
| McCoy Grading, Inc.                 | \$300,578.30 |
| B&J Paving, Inc.                    | \$390,046.16 |

The bid results were forwarded to the Atlanta Regional Commission (ARC) and GDOT for review. Staff was notified on September 30, 2009 that GDOT had approved the low bid from Lewallen Construction Company, Inc. from Marietta, GA.

The next step in this process is the approval of the attached Contract, which in turn will be forwarded to ARC and GDOT for execution. We cannot begin construction of this project until the Notice to Proceed is received from GDOT.

**Approval of Contract with GDOT**

September 30, 2009

Page 2

**Budget impact:**

In accordance with the Contract:

The estimated cost of the project is **One hundred fifty-seven thousand four hundred ninety and 00/100 Dollars (\$157,490.00)**. The DEPARTMENT shall be responsible for eighty percent (80%) of the total cost of the project not to exceed the federal contribution. The City shall be responsible for all cost exceeding the DEPARTMENT's contribution but shall contribute a minimum of twenty percent (20%).

|              | <b><u>Federal</u></b> | <b><u>Local</u></b> | <b><u>Total</u></b> |
|--------------|-----------------------|---------------------|---------------------|
| Construction | \$125,992.00          | \$31,498.00         | \$157,490.00        |

The total federal contribution for this PROJECT is **One hundred twenty five thousand, nine hundred ninety two and 00/100 Dollars (\$125,992.00)** and is the maximum amount of the DEPARTMENT's obligation. The City shall be solely responsible for any and all amounts in excess of the maximum amount of the DEPARTMENT's obligation. Payments will be made at eighty percent (80%) of the invoiced amount not to exceed the federal contribution. Invoices should reflect 100% of City's incurred cost.

The local match is available in Fund 355-4110-54-1430 (Project 115)

*Attachment*

**AGREEMENT**  
**for**  
**LIVABLE CENTERS INITIATIVE PROJECT**  
**between**  
**DEPARTMENT OF TRANSPORTATION**  
**STATE OF GEORGIA**  
**and**  
**CITY OF PEACHTREE CITY**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter referred to as the "DEPARTMENT", and the City of Peachtree City, hereinafter referred to as the "SPONSOR".

WHEREAS, the SPONSOR has been approved by the DEPARTMENT to carry out a Livable Centers Initiative Project which consists of: **Project STP-0006-00(271), P.I. No. 0006271, Fayette County**, hereinafter referred to as the "PROJECT"; and

WHEREAS, the DEPARTMENT is authorized to receive federal funding for Livable Centers Initiative Project for Georgia pursuant to provisions of Title 23, Chapter 2, Subchapter 1, Section 133; and

WHEREAS, the PROJECT is expected to positively impact the quality of transportation in the State of Georgia; and

WHEREAS, the DEPARTMENT desires to financially participate with the SPONSOR in the implementation of the PROJECT; and

WHEREAS, the SPONSOR has represented to the DEPARTMENT that it has the authority to receive and expend federal funds for the purpose of this PROJECT and is qualified and experienced to provide such services necessary for the construction of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, under Section 32-2-2(a)(7) of the Official Code of Georgia Annotated, the DEPARTMENT is authorized to participate in such an undertaking.

NOW, THEREFORE, the DEPARTMENT and the SPONSOR, both governmental entities of the State of Georgia, pursuant to Article IX, Section III, Paragraph I(a) of the Georgia Constitution of 1983, and in consideration of the mutual promises and covenant contained herein, do hereby agree as follows:

## ARTICLE I SCOPE AND PROCEDURE

The SCOPE AND PROCEDURE for this PROJECT shall be: Construction of multi-use path connections along SR 54 from the SR 54 Culvert west of the railroad tracks, to the West Village Multi Use Bridge, to the Avenues Shopping Center, and along Huddleston Road from the SR 54 culvert to an existing pathway connection south of SR 54, as set forth in Exhibit A, WORK PLAN, which is attached hereto and incorporated as if fully set out herein. The scope of work is further defined by the PROJECT design and construction plans ("PROJECT PLANS") on file with the DEPARTMENT and the SPONSOR and referenced as if attached hereto and incorporated as if fully set out herein.

The SPONSOR shall be responsible for assuring that the PROJECT will be economically feasible and based upon sound engineering principles, meet American Association of State Highway and Transportation Officials ("AASHTO") Guidelines and will be sensitive to ecological, environmental and archeological issues.

The WORK PLAN sets out the scope of work for the PROJECT. It is understood and agreed that the DEPARTMENT shall participate only in the PROJECT as specified in Exhibit A, WORK PLAN.

During the development of the PROJECT the SPONSOR has taken into consideration, as applicable, the DEPARTMENT's "Standard Specifications for the Construction of Roads and Bridges", 2001 Edition; *"Supplemental Specifications Book", current edition*; AASHTO standards for bicycle facilities; FHWA guidelines for pedestrian facilities; compliance with the Americans with Disabilities Act of 1990; compliance with the U.S. Secretary of the Interior "Standards and Guidelines, Archaeology and Historic Preservation"; compliance with Section 106 of the National Historic Preservation Act of 1966 and with Section 4(f) of the US DOT Act of 1966; compliance with the Archaeology and Historic Preservation Act of 1974; compliance with the Archaeological Resources Protection Act of 1979 and with the Native American Graves Protection and Repatriation Act, the Georgia Abandoned Cemeteries and Burial Grounds Act of 1991; compliance with the DEPARTMENT's Scenic Byways Designation and Management Program, and with the American Society of Landscape Architect Guidelines; compliance with the Outdoor Advertising Requirements as outlined in the Official Code of Georgia Annotated, Section 32-6-70 *et seq.* and other standards and guidelines as may be applicable to the PROJECT.

The SPONSOR shall ensure that all contracts as well as any subcontracts for implementation of the PROJECT shall comply with the Federal and State legal requirements imposed on the DEPARTMENT and any amendments thereto. The SPONSOR is required and does agree to abide by those provisions governing the DEPARTMENT's authority to contract, specifically, but not limited to Sections 32-2-60 through 32-2-77 of the Official Code of Georgia Annotated; the DEPARTMENT's Rules and Regulations governing the Prequalification of Prospective Bidders, Chapter 672-5; and the DEPARTMENT's "Standard Specifications", 2001 Edition; *"Supplemental*

*Specifications Book", current edition;* and any Supplemental Specifications and Special Provisions as applicable for the PROJECT.

The SPONSOR further agrees to comply with and shall require the compliance and physical incorporation of Federal Form FHWA-1273 into all contracts or subcontracts for construction.

## **ARTICLE II TIME OF PERFORMANCE**

TIME IS OF THE ESSENCE IN THIS AGREEMENT. The SPONSOR shall perform its responsibilities for the PROJECT, commencing on receipt of written "Notice to Proceed" from the DEPARTMENT, and shall complete the PROJECT no later than **December 31, 2010**. **No work on any phase shall begin without a written notice to proceed from the DEPARTMENT.**

The work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by mutual consent of the parties and evidenced by a written amendment thereto.

## **ARTICLE III CONTINGENT INTEREST**

The DEPARTMENT shall retain a contingent interest in the PROJECT for as long as there continues a Federal interest in the PROJECT as determined by the DEPARTMENT's calculation of the economic life of the PROJECT. Should the work under the Agreement include Federal monies for purchase of real property, the Federal interest, and therefore the DEPARTMENT's contingent interest, shall be perpetual and recorded as described below. Based on the scope of work, as set forth in Exhibit A, WORK PLAN, the DEPARTMENT has determined the economic life of the PROJECT to be **Five (5)** years from the date of PROJECT Final Acceptance.

Upon any sale or disposition of the PROJECT or the filing of an application for abandonment of the PROJECT under United States Code (U.S.C.) Title 49 Chapter 109 of all or any part of the PROJECT, the SPONSOR shall repay immediately in full to the DEPARTMENT an amount equal to the Federal Share of the funds involved in the improvement or rehabilitation of such part, segment or entirety of the PROJECT under this Agreement, said Federal Share to be determined in accordance with the DEPARTMENT's determination of the fair market value of the PROJECT at the time of disposition.

The term "any sale or disposition" as used in this Article shall mean any sale, abandonment, or disposition (1) for use not consistent with the purposes for which the Federal Share was originally granted pursuant to the Agreement, or (2) for a use consistent with such purposes wherein the transferee in the sale or disposition does not enter into an assignment and assumption agreement with the owner with respect to the owner's obligation thereunder as if the transferee had been the original owner thereof.

Upon completion of the PROJECT, the SPONSOR shall record in the appropriate land records, if applicable, in a form mutually agreeable to the parties hereto, a notice reciting that the property was improved with Federal assistance under this Agreement and that its use and disposition are subject to the terms of this Agreement. Verification of compliance with this paragraph shall be provided to the DEPARTMENT.

#### **ARTICLE IV COVENANTS AGAINST CONTINGENT FEES**

The SPONSOR shall comply with all relevant requirements of all Federal, State and local laws. The SPONSOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SPONSOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the SPONSOR, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

#### **ARTICLE V EMPLOYMENT OF DEPARTMENT'S PERSONNEL**

The SPONSOR shall not employ any person or persons in the employ of the DEPARTMENT for any work required by the terms of this Agreement, without the written permission of the DEPARTMENT except as may otherwise be provided for herein.

#### **ARTICLE VI REVIEW OF WORK**

Authorized representatives of the DEPARTMENT and the Federal Highway Administration, ("FHWA"), may at all reasonable times review and inspect the activities and data collected under the terms of this Agreement and any amendments thereto, including but not limited to, all reports, drawing, studies, specifications, estimates, maps and computations prepared by or for the SPONSOR. The DEPARTMENT reserves the right for reviews and acceptance on the part of affected public agencies, railroads and utilities insofar as the interest of each is concerned.

Acceptance shall not relieve the SPONSOR of its professional obligation to correct, at its expense, any of its errors in the work. The DEPARTMENT's review recommendations shall be incorporated into the work activities of the SPONSOR.

The SPONSOR shall keep accurate records in a manner approved by the DEPARTMENT with regard to the use of the property and submit to the DEPARTMENT upon request, such information as is required in order to ensure compliance with this ARTICLE.

## **ARTICLE VII RESPONSIBILITY FOR CLAIMS AND LIABILITY**

The SPONSOR shall be responsible for any and all damages to property or persons and shall indemnify and save harmless the DEPARTMENT, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the negligence of the SPONSOR in the performance of work under this Agreement.

It is understood by the SPONSOR that claims, damages, losses and expenses may include monetary claims made by the construction contractor for the PROJECT, and its related facilities, that are a result of the SPONSOR's negligence or improper representation in the plans.

The SPONSOR shall require that the provisions of this Article are included in all contracts and subcontracts.

These indemnities shall not be limited by reason of any insurance coverage held by the SPONSOR or the SPONSOR's contractors or subcontractors.

## **ARTICLE VIII COMPENSATION AND PAYMENT**

The estimated cost of the project is One hundred fifty-seven thousand four hundred ninety and 00/100 Dollars (**\$157,490.00**). The DEPARTMENT shall be responsible for eighty percent (80%) of the total cost of the project not to exceed the federal contribution. The SPONSOR shall be responsible for all cost exceeding the DEPARTMENT's contribution but shall contribute a minimum of twenty percent (20%).

|              | <u><b>Federal</b></u> | <u><b>Local</b></u> | <u><b>Total</b></u> |
|--------------|-----------------------|---------------------|---------------------|
| Construction | \$125,992.00          | \$31,498,00         | \$157,490.00        |

The total federal contribution for this PROJECT is One hundred twenty five thousand, nine hundred ninety two and 00/100 Dollars (**\$125,992.00**) and is the maximum amount of the DEPARTMENT's obligation. The SPONSOR shall be solely responsible for any and all amounts in excess of the maximum amount of the DEPARTMENT's obligation. Payments will be made at eighty percent (80%) of the invoiced amount not to exceed the federal contribution. Invoices should reflect 100% of SPONSOR's incurred cost.

Prior to award of the project the SPONSOR shall submit to the DEPARTMENT a bid tabulation, the low bidders DBE goal sheet and their recommendation for awarding the project. The DEPARTMENT will review the information and issue a written recommendation to award or reject the

bids. If a recommendation to award is given by the DEPARTMENT a written Notice to Proceed with Construction will be issued. No work shall begin until this Notice to Proceed has been issued.

The SPONSOR shall coordinate construction activities with the DEPARTMENT's Area Engineer. In the event the SPONSOR, or Area Engineer recommend changes representing a fundamental departure from the PROJECT's approved Work Plan, the changes shall be reviewed by the DEPARTMENT's Project Manager. If the changes are approved, the DEPARTMENT's Project Manager shall prepare a supplemental agreement to amend the Agreement's Work Plan.

The SPONSOR shall submit to the DEPARTMENT monthly reports of the PROJECT's progress including: monthly accomplishments; further work to be done and any problems encountered or anticipated. Payment shall be made monthly on the basis of calendar months, in proportion to the percentage of work completed for each phase of work and after approval of a certified voucher from the SPONSOR. Should the work for the PROJECT begin within any one month, the first voucher shall cover the partial period from the beginning date of the work through the last day of that month. The vouchers shall be numbered consecutively and submitted each month until work on the PROJECT is completed.

Payment shall be made in the amount of sums earned less previous partial payments. The final invoice shall reflect the actual cost of work accomplished by the SPONSOR and shall be the basis for final payment. Final payment will be made at eighty (80) percent of the final invoice amount not to exceed the total federal contribution.

Should the DEPARTMENT, pursuant to the provisions of ARTICLE XIV, terminate the work under this agreement, the SPONSOR shall be paid for the percentage of work completed at the point of termination, notwithstanding any just claims by the SPONSOR.

## ARTICLE IX FINAL PAYMENT

IT IS FURTHER AGREED that upon completion and acceptance of the work by the SPONSOR, the SPONSOR shall submit to the DEPARTMENT *the "Sponsor's Certification of Final Acceptance" form, Material Certification and the Final Invoice.* The DEPARTMENT shall process the final invoice report initiating the DEPARTMENT's project close-out procedures. Whereupon the DEPARTMENT shall pay to the SPONSOR a sum equal to one hundred percent (100%) of the total compensation as set forth in ARTICLE VIII, herein, and consistent with all approved invoices, less the total of all previous partial payments, paid or in the process of payment.

The SPONSOR agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the DEPARTMENT for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the DEPARTMENT from any and all further claims of whatever nature, whether known or unknown, for and on account of said

Agreement, and for any and all work done, and labor and materials furnished in connection with the same.

The SPONSOR shall allow the examination and verification of costs by the DEPARTMENT's representatives, in accordance with the provisions of Article XII, herein. If the DEPARTMENT's examination of the contract cost records, as provided for in Article XII, results in unallowable expenses, the SPONSOR shall immediately be responsible for reimbursing the DEPARTMENT the full amount of such disallowed expenses.

## **ARTICLE X RIGHT OF FIRST REFUSAL**

A determination by the SPONSOR to sell or dispose of the PROJECT shall entitle the DEPARTMENT to the right of first refusal to purchase or lease the PROJECT at net liquidation value. Such right of first refusal shall be retained for as long as the DEPARTMENT holds a contingent interest in the PROJECT pursuant to Article III of this Agreement.

Should the DEPARTMENT elect to purchase or lease the PROJECT at any time after completion of the PROJECT no compensation shall be provided for the value added as a result of the PROJECT.

## **ARTICLE XI SUBSTANTIAL CHANGES**

No material changes in the scope, character, complexity or duration of the PROJECT from those required under the Agreement shall be allowed without the execution of a Supplemental Agreement between the DEPARTMENT and SPONSOR.

Minor changes in the work which do not involve increased compensation, extensions of time or changes in the goals and objectives of the PROJECT, may be made by written notification of such change by either party with written approval by the other party.

## **ARTICLE XII MAINTENANCE OF CONTRACT COST RECORDS**

The SPONSOR shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the PROJECT, inclusive of a job cost or project cost report, and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for three years from the date of final payment under this Agreement, for inspection by the DEPARTMENT, and any reviewing agencies, and copies thereof shall

be furnished upon request. The SPONSOR agrees that the provisions of this Article shall be included in any contracts it may make with any subcontractor, assignee or transferee.

### **ARTICLE XIII SUBLETTING, ASSIGNMENT OR TRANSFER**

It is understood by the parties to this Agreement that the work of the SPONSOR is considered personal by the DEPARTMENT. The SPONSOR agrees not to assign, sublet or transfer any or all of its interest in this Agreement without prior written approval of the DEPARTMENT.

The DEPARTMENT reserves the right to review all subcontracts prepared in connection with the Agreement, and the SPONSOR agrees that it shall submit to the DEPARTMENT any proposed subcontract documents together with subcontractor cost estimates for review and written concurrence of the DEPARTMENT in advance of their execution.

All subcontracts in the amount of \$10,000.00 or more shall include the provisions set forth in this Agreement.

### **ARTICLE XIV TERMINATION**

The DEPARTMENT reserves the right to terminate this Agreement at any time for any reason, with or without cause upon thirty (30) days written notice to the SPONSOR, notwithstanding any just claims by the SPONSOR for payment for services rendered prior to the date of termination.

It is understood by the parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of an element of work the SPONSOR shall be reimbursed for such work element based upon the percentage of work completed.

Failure to meet the time set out for completion of an approved work authorization, may be considered just cause for termination of the Agreement.

### **ARTICLE XV OWNERSHIP OF DOCUMENTS**

The SPONSOR agrees that all reports, drawings, studies, specifications, survey notes, estimates, maps, computations, computer diskettes and printouts and other data prepared by or for it under the terms of this Agreement shall be delivered to, become and remain the property of the DEPARTMENT upon termination or completion of the work. The DEPARTMENT shall have the right to use the same without restriction or limitation and without additional compensation to the SPONSOR other than that provided for in this Agreement.

## **ARTICLE XVI PUBLICATION AND PUBLICITY**

Articles, papers, bulletins, data, studies, statistics, interim or final reports, oral transmittals or any other materials reporting the plans, progress, analyses, results, or findings of work conducted under this Agreement shall not be presented publicly or published without prior written approval by the DEPARTMENT.

IT IS FURTHER AGREED that all releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

"The contents in this publication reflect the views of the author(s), who is (are) responsible for the facts and accuracy of the data presented herein. The opinions, findings, and conclusions in this publication are those of the author(s) and do not necessarily reflect the official views or policies of those of the Department of Transportation, State of Georgia or the Federal Highway Administration. This publication does not constitute a standard, specification or regulation."

IT IS FURTHER AGREED that if any information concerning the PROJECT, its conduct, results or data gathered or processed should be released by the SPONSOR without prior approval from the DEPARTMENT, the release of same shall constitute grounds for termination of this Agreement without indemnity to the SPONSOR; but should any such information be released by the DEPARTMENT, or by the SPONSOR with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

Provided, however, that should the release of such information be required under the Georgia Open Records Act, Section 50-18-70, et seq., O.C.G.A., the restrictions and penalties set forth herein shall not apply. Any request for information directed to the SPONSOR, pursuant to the Georgia Open Records Act, for documents that are either received or maintained by the SPONSOR in the performance of a service or function for or on behalf of the DEPARTMENT shall be released pursuant to provisions of the Act. Further, the SPONSOR agrees to consult with the DEPARTMENT prior to releasing the requested documents.

## **ARTICLE XVII COPYRIGHTING**

The SPONSOR shall be prohibited from copyrighting the final reports or copyrighting any papers, interim reports, forms or other material which are a part of the work under this Agreement, without written approval from the DEPARTMENT. The DEPARTMENT reserves the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, use and authorize others to use, the work prepared under this Agreement.

## **ARTICLE XVIII CONTRACT DISPUTES**

This Agreement shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

## **ARTICLE XIX INSURANCE**

Prior to beginning work, the SPONSOR shall obtain and where applicable cause its contractors and subcontractors to obtain and furnish certificates to the DEPARTMENT for the following minimum amounts of insurance:

- (1) Workman's Compensation Insurance in accordance with the laws of the State of Georgia.
- (2) Public Liability Insurance in an amount of not less than one hundred thousand dollars (\$100,000.00) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars (\$300,000.00) on account of any one occurrence.
- (3) Property Damage Insurance in an amount of not less than fifty thousand dollars (\$50,000.00) from damages on account of any occurrence, with an aggregate limit of one hundred thousand dollars (\$100,000.00).
- (4) Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the PROJECT.

Insurance shall be maintained in full force and effect during the life of the Agreement and until final completion of the PROJECT.

## **ARTICLE XX COMPLIANCE WITH APPLICABLE LAW**

A. IT IS FURTHER CERTIFIED that the SPONSOR has read and understand the regulations for "Certification of Compliances with Federal Procurement Requirements, State Audit Requirement, and Federal Audit Requirements" as stated in Attachment "A" of this Agreement and will comply in full with said provisions.

B. IT IS FURTHER CERTIFIED that the SPONSOR has read and understands the

provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" as stated in Attachment B of this Agreement and will comply in full with said provisions.

C. IT IS FURTHER CERTIFIED that the SPONSOR has read and understands the provisions of the "Sponsor Certification Regarding Debarment, Suspension and Other Responsibility Matters" as stated in Attachment C of this Agreement and will comply in full with said provisions.

D. IT IS FURTHER CERTIFIED that the SPONSOR has read and understands the regulations for "COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964," as amended, and 23 CFR 200 et.seq. as stated in Attachment D of this Agreement and will comply in with said provisions.

E. The undersigned certify that the provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State Employees and Officials Trading with the State have been complied with in full.

F. The SPONSOR acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement pursuant to the provisions of Article XIV.

G. IT IS FURTHER AGREED that the SPONSOR shall use its best efforts to subcontract a minimum of six percent (6%) of the total amount of PROJECT funds to Disadvantaged Business Enterprise (DBE) as defined and provided for under the Federal Rules and Regulations 49 CFR 26 et.seq. The SPONSOR shall ensure that DBE firms are certified with the DEPARTMENT's Equal Employment Opportunity Office. The SPONSOR shall submit to the DEPARTMENT, for its review and concurrence, a copy of the proposed subcontract including the name of the DBE subcontractor.

H. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101 et.seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.

I. IT IS FURTHER AGREED that the SPONSOR shall, and shall require its contractors and subcontractors to, comply with all applicable requirements of the Davis-Bacon Act of 1931, 40 U.S.C. 276(a); as prescribed by 23 U.S.C. 113, for Federal-aid highway projects, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year above first written:

**DEPARTMENT OF TRANSPORTATION**

**CITY OF PEACHTREE CITY**

\_\_\_\_\_  
Commissioner (SEAL)

\_\_\_\_\_  
Name: Harold K. Logsdon  
Title: Mayor

ATTEST:

Signed, Sealed & Delivered  
This \_\_\_\_ Day of \_\_\_\_\_, 200\_\_.  
in the presence of:

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
NOTARY PUBLIC

This Agreement approved at a meeting held  
at \_\_\_\_\_ the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Pamela Dufresne, DEPUTY CITY CLERK

FEIN \_\_\_\_\_

## CERTIFICATION OF SPONSOR

I hereby certify that I am the \_\_\_\_\_ and duly authorized representative of the \_\_\_\_\_ whose address is \_\_\_\_\_ . I hereby certify to the best of my knowledge and belief that:

1. 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 Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying', in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

The SPONSOR also agrees that the language of this certification shall be included in all subcontracts and lower tier subcontracts which exceed \$10,000.00 and that all such recipients and sub-recipients shall certify and disclose accordingly.

I also certify that neither I nor the above entity I here represent has:

- (a) employed or retained for a commission, percentage, brokerage contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above entity) to solicit or secure this Agreement.
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or

- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above entity) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

## **CERTIFICATION OF DEPARTMENT OF TRANSPORTATION**

### **STATE OF GEORGIA**

I hereby certify that I am the Commissioner of the Department of Transportation of the State of Georgia, and that the above consulting firm, or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal Highway Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner

## **ATTACHMENT A**

### **CERTIFICATION OF COMPLIANCES**

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

#### **I. PROCUREMENT REQUIREMENTS**

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

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

#### **II. STATE AUDIT REQUIREMENT**

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

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

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

### III. FEDERAL AUDIT REQUIREMENT

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

## ATTACHMENT B

### CERTIFICATION OF SPONSOR DRUG-FREE WORKPLACE

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
- (2) A drug-free workplace will be provided for the SPONSOR's employees during the performance of the contract; and
- (3) Each subcontractor hired by the SPONSOR shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The SPONSOR shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with the SPONSOR, <the subcontractor> certifies to the SPONSOR that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
- (4) It is certified that the SPONSOR will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

## **ATTACHMENT C**

### **SPONSOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The SPONSOR certifies that it has read and understands the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;
- (b) Have not within a three year period preceding this Agreement been convicted of or had a civil judgement rendered against the firm or its representatives 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 in 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 (b) of this certification;
- (d) Have not within a three year period preceding this Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default; and
- (e) That the firm will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as attached hereto and without motivation, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.

I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with this Agreement involving participation of Federal Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

## **Instructions for Attachment C Certification**

### **Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions (SPONSORS)**

1. By signing and submitting this contract the SPONSOR is providing the certification set out in Attachment C.

2. The inability of the SPONSOR to provide the certification required may not necessarily result in denial of participation in this covered transaction. The SPONSOR shall then submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the SPONSOR to furnish a certification or an explanation shall disqualify such person or firm from participation in this transaction.

3. The certification, Attachment C, is a material representation of fact upon which reliance is placed by the Department before entering into this transaction. If it is later determined that the SPONSOR knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.

4. The SPONSOR shall provide immediate written notice to the Department if at any time the SPONSOR learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.

6. The SPONSOR agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department.

7. The SPONSOR further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", as provided by the Department without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A SPONSOR in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The SPONSOR may decide the method and frequency by which it determines the eligibility of its principals.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by these instructions. The knowledge and information of the SPONSOR is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if the SPONSOR in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the Georgia Department of Transportation may terminate this transaction for cause or default.

## ATTACHMENT D

### NOTICE TO SPONSOR COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this Agreement, the SPONSOR, for itself, its assignees and successors in interest (hereinafter referred to as the "SPONSOR"), agrees as follows:

(1) **Compliance with Regulations:** The SPONSOR will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations [also 49 CFR Part 27]), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The SPONSOR, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subcontractors including procurement of materials and leases of equipment. The SPONSOR will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program, set forth in Appendix B of the Regulations. In addition, the SPONSOR will not participate either directly or indirectly in the discrimination prohibited by 23 CFR 200.

(3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiations made by the SPONSOR for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the SPONSOR of the SPONSOR's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.

(4) **Information and Reports:** The SPONSOR will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the SPONSOR is in the exclusive possession of another who fails or refuses to furnish this information, the SPONSOR shall so certify to the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain this information.

(5) **Sanctions for Noncompliance:** In the event of the SPONSOR's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the SPONSOR under the contract until the SPONSOR complies, and/or
- (b) cancellation, termination or suspension of this contract, in whole or in part.

(6) **Incorporation of Provisions:** The SPONSOR will include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The SPONSOR will take such action with respect to any subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the SPONSOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the SPONSOR may request the State to enter into such litigation to protect the interests of the State, and, in addition, the SPONSOR may request the United States to enter into such litigation to protect the interests of the United States.

**EXHIBIT A  
WORK PLAN  
CONSTRUCTION PHASE**

The Scope and Procedure of the Project is stated as follows:

**SECTION A - DESCRIPTION OF THE PROJECT**

The PROJECT consists of providing services connected with the Construction of multi-use path connections along SR 54 from the SR 54 Culvert west of the railroad tracks, to the West Village Multi Use Bridge, to the Avenues Shopping Center, and along Huddleston Road from the SR 54 culvert to an existing pathway connection south of SR 54.

The PROJECT PLANS on file with the DEPARTMENT and the SPONSOR and referenced as if attached hereto and incorporated as if fully set out herein identify the detailed construction work to be accomplished for the PROJECT.

**The SPONSOR shall be responsible for the following activities:**

1. Comply with conditions listed in the Georgia Department of Natural Resources Historic Preservation Division finding of no adverse effect.
2. Advertise the project for public bid according to the requirements of the Official Code of Georgia, Title 32, Chapter 2, excluding that provision which provides for negotiations and the Required Contract Provisions (Form FHWA-1273) as given in 23 CFR 633 subpart A and 49 C.F.R. Part 18. Upon opening bids, the SPONSOR shall award the PROJECT to the lowest reliable bidder.
3. All bidders submitting bids in excess of \$2,000,000 must be pre-qualified with the DEPARTMENT. If construction work involves welded structures, such as bridges, the manufacturer of the structure shall be on the GDOT QPL List 60.
4. The SPONSOR shall hold a pre-construction conference for the project with, as a minimum, the contractor and the DEPARTMENT's Area Engineer.
5. Provide copies of the SPONSOR's construction subcontract to the DEPARTMENT's Area Engineer for use in monitoring PROJECT construction and reviewing payment invoices.
6. Provide copies of the completed construction plans to the DEPARTMENT's Project Manager and to the local Area Engineer.
7. Submit to the DEPARTMENT's Area Engineer a copy of all proposed DBE subcontracts, including the name of the subcontractor.

8. Ensure that DBE firms are certified with the DEPARTMENT'S Equal Employment Opportunity Office.
9. Check the third party contractor's payrolls for, including but not limited to, compliance with appropriate wage rates and Disadvantage Business Enterprise (DBE) participant goal and submit monthly reports on DBE participation to the DEPARTMENT's Area Engineer. DBE monitoring and reporting requirements are outlined in the DEPARTMENT's publication entitled "Disadvantaged Business Enterprise Program Criteria for Acceptability", current edition.
10. Retain a Resident On-site Construction Inspector.
11. Provide for total on-site PROJECT management; working with the third party contractor to establish sequences for work.
12. Submit monthly progress reports and invoices to the DEPARTMENT's Area Engineer until final acceptance of the PROJECT by the SPONSOR and submittal of "Sponsor's Certification of Final Acceptance" form, final voucher, and materials certification statement.
13. Maintain adequate project files including but not limited to project diary, material certificates, insurance documents, complete construction plans and specifications, and third party contractor payrolls.
14. For all materials not tested by the DEPARTMENT, the SPONSOR will certify that material suppliers and materials conform to the requirements of the Agreement, plans and specifications. These materials are expected to comply with generally accepted industry standards for the individual items.
15. Have a Resident Inspector obtain AS BUILT CONSTRUCTION PLANS.
16. Furnish the DEPARTMENT with a copy of the AS BUILT CONSTRUCTION PLANS.
17. Comply with all applicable state and federal laws, rules and regulations and guidelines.

**The DEPARTMENT shall be responsible for the following activities:**

1. Provide a project engineer to conduct spot inspections, verify progress, and approve invoices for payment.
2. Conduct materials testing of all materials typically used in highway construction that become a permanent part of the travelway and its safety appurtenances.

**The SPONSOR and DEPARTMENT shall follow the following reimbursement procedures:**

For payment purposes, the SPONSOR shall forward monthly invoices, with copies of the contractor's invoices, descriptions of work performed during the payment period, and any other documentation requested or required by the DEPARTMENT, to the DEPARTMENT's Area Engineer. The DEPARTMENT shall process the SPONSOR's reimbursement request according to standard procedures established by the DEPARTMENT. It is understood that the DEPARTMENT shall process or make findings on all reimbursement requests in a timely and efficient manner.

The SPONSOR agrees to abide by and require any contractors, or lower tier contractors to abide by the terms and conditions governing the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 49 CFR Part 18.

**The SPONSOR shall comply with the following provisions applicable to construction of the PROJECT:**

- a. Content of Construction Contracts. The SPONSOR hereby agrees to contract for the construction of the PROJECT in accordance with the legal requirements imposed on the DEPARTMENT, specifically but not limited to the provisions governing the DEPARTMENT's authority to enter into contracts, Sections 32-2-60 through 32-2-77 of the Official Code of Georgia Annotated, as amended and the Department of Transportation's Rules and Regulations governing the Prequalification of Prospective Bidders, Chapter 672-5 and 23 CFR Part 633, Required Contract Provisions (Form FHWA-1273).

The SPONSOR certifies and shall require any contractor or subcontractor to certify that it has examined the plans for the PROJECT and the Department's "Standard Specifications", 2001 Edition; ***"Supplemental Specifications Book", current edition;*** and any Supplemental Specifications and Special Provisions applicable for the PROJECT and shall construct or cause the construction of the PROJECT in accordance with the requirements of the DEPARTMENT.

The SPONSOR further certifies and shall require any contractor or subcontractor to certify compliance with the responsibilities detailed under Subsection e. Work Stoppage, below.

- b. Right to Inspect. The DEPARTMENT, its authorized representatives, agents or employees, and the Federal Highway Administration shall have the right to inspect any and all construction and work within the right of way of the

PROJECT in order to verify that the SPONSOR, its authorized representatives, agents, employees, contractor, or subcontractor are complying with all undertakings, duties and obligations under this Agreement. Such inspections shall not unreasonably or unnecessarily interfere with any construction. The SPONSOR shall keep the DEPARTMENT notified of all construction and construction schedules.

The right to inspect shall include but not be limited to the right to spot inspect and verify the progress of the work, confirm quantities and quality of the work and provide for the testing of concrete and asphalt if needed.

At approximately fifty percent (50%) completion of the PROJECT, the SPONSOR shall contact the Historic Preservation Division of the Georgia Department of Natural Resources and arrange a site visit. Upon completion of the PROJECT, the SPONSOR shall contact the Historic Preservation Division in order to arrange for a final site visit. The purpose of the inspections by the Historic Preservation Division is to ensure that the materials used will meet the U.S. Secretary of Interior's Standards for Rehabilitation.

- c. No Assumption of Liability. The DEPARTMENT by reserving the right to review and inspect the SPONSOR's construction plans, contract documents and schedules and to inspect and review the construction and work shall have no obligation to inspect and review. Further, the DEPARTMENT, does not assume, but expressly disclaims, any liability or responsibility for the SPONSOR's or any other entities work on the PROJECT.
- d. Standards of Construction. All construction activities on the PROJECT shall be performed:
  - 1. in a good, workmanlike and non-negligent manner;
  - 2. in a manner that avoids endangering the safety of any person, employee, tenant, servant, guest, invitee, contractor, subcontractor or agent;
  - 3. in accordance with all applicable laws, the provision of applicable contract documents and the applicable provisions of this Agreement; and
  - 4. free of all mechanics' and material liens upon or against the entire PROJECT property.
- e. Work Stoppage. In the event of the discovery of significant archaeological remains, construction shall be stopped and the SPONSOR shall notify the Georgia Department of Natural Resources of the discovery. In this context, to be "significant", such remains would have to be able to provide important and non-

redundant information that could not be obtained from other sources. The SPONSOR shall notify the Georgia Department of Natural Resources of the discovery of intact cultural features such as, but not limited to, foundations and wells. The construction shall remain stopped until the Georgia Department of Natural Resources has completed their evaluation of the remains.

- f. Project Maintenance and Operation. Upon completion of the PROJECT, the SPONSOR shall assume full responsibility for the continued operation and maintenance, including the grass strip between the curb and gutter and the sidewalk within the Project limits, at no additional cost to the DEPARTMENT. The DEPARTMENT and Federal Highway Administration reserve the right to conduct periodic site inspections for the purpose of confirming proper operation and maintenance of the PROJECT.