

**City Council of Peachtree City
SPECIAL CALLED MEETING & BUDGET WORKSHOP
July 11, 2017
6:30 p.m.**

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Announcements, Awards, Special Recognition**
- IV. Agenda Changes**
- V. Minutes**
- VI. Consent Agenda**
 - 1. Consider Lease Agreement with Southern Conservation Trust (SCT)**
 - 2. Consider Adoption of Comprehensive Plan**
- VII. Old Agenda Items**
- VIII. New Agenda Items**
 - 07-17-01 Consider Council Resolution and Declaration of Taking for Temporary Construction Easement from Walmart Real Estate Trust for SR 54 at Planterra Way Intersection Improvements *(Ted Meeker)***
 - 07-17-02 Consider Bids for Stormwater Pipe Rehabilitation – Pipe Group A (Enviro Trenchless, LLC) and Pipe Group B (Utility Asset Management) *(Mike Madison)***
- IX. Adjourn Special Called Meeting**
- X. Workshop Item**
 - Proposed FY 2018 Budget Discussion**

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 & Council Members

FROM: Jonathan N. Rorie, City Manager 

DATE: June 30, 2017

SUBJECT: Consider SCT Lease Agreement
July 11, 2017 City Council Meeting, Consent Agenda

Recommendation:

That Council approve this lease agreement and authorize the Mayor to sign the agreement.

Discussion:

Currently, the City is providing space for the Southern Conservation Trust at the Gazebo at Shakerag Knoll. They have been in this space since late 2009. SCT provides a valuable service to the city by providing public education and overseeing the Line Creek and Flat Creek nature areas. After discussion with all parties involved, it was agreed that they now occupy the space in the upper level of the building located at 201 McIntosh Trail, consisting of 890 square feet, attached to the current Amphitheater Box Office.

If approved, the move is planned immediately. The City will assist in the moving process to facilitate routine maintenance items that will be performed in this space to make them ready for the move in.

Budget Impact:

This item should have no budgetary impact.

Counterpart No. of two original executed
Counterparts.

STATE OF GEORGIA
COUNTY OF FAYETTE

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter "Agreement"), made and entered into this _____ day of _____, 2017, by and between The CITY OF PEACHTREE CITY, GEORGIA, a Georgia Municipal Corporation, whose address is 151 Willowbend Road, Peachtree City, Georgia 30269, Party of the first part, (hereinafter referred to a "Lessor"), and SOUTHERN CONSERVATION TRUST, INC., a Georgia Non-Profit Corporation, party of the second part, hereinafter called Lessee:

WITNESSETH:

ARTICLE I PREMISES RENTED AND USE OF PREMISES

The Lessor, in consideration of the rents agreed to be paid by the Lessee and of the covenants, agreements, provisions and stipulations herein agreed to be mutually kept and performed by the parties hereto, does hereby this day grant, demise, lease and rent, upon the terms and conditions herein stated, unto the Lessee those certain Premises situated in Fayette County, Georgia, and more particularly described as follows, *to wit*:

Upper level of the building located at 201 McIntosh Trail, Peachtree City, Georgia 30269, consisting of 890 square feet, attached to the current Amphitheater Box Office and being on the same level as the parking lot for said building

together with all the improvements, tenements and appurtenances, thereunto belonging or in any wise appertaining, including the right of ingress and egress thereto and therefrom at all times (and hereinafter referred to as "Premises"). The Lessee does hereby this day lease, rent and take from the Lessor, upon the terms and conditions herein stated, for the use of educational functions and facilities, those certain Premises, more fully described above, together with all the improvements, tenements and appurtenances, thereunto belonging or in any wise appertaining, including the right of ingress and egress thereto and therefrom at all times.

ARTICLE II TERM

This Agreement shall be for a term of five (5) years commencing on the _____ day of _____, 2017 (hereinafter "Commencement Date"), and ending at 11:59 o'clock P.M. on the date before the fifth (5th) anniversary of the Commencement Date ("hereinafter "Expiration Date"), unless terminated earlier as hereinafter provided (hereinafter "Term").

ARTICLE III FIXED RENTAL

The Lessee shall pay the Lessor, at its above-stated address, or at such other address or addresses as may be designated in writing from time to time by the Lessor, the following Base Rent:

In exchange for the valuable services provided by Lessee to the Lessor, including but not limited to managing city recreational facilities and public education, no rent will be charged for the term of this lease. Lessor shall pay all utilities associated with the Premises.

ARTICLE IV OPTION TO RENEW OR EXTEND TERM

The Lessor, in consideration of the Premises and of the covenants, agreements, provisions and stipulations herein agreed to be mutually kept and performed by the parties to this Agreement does hereby give and grant unto the Lessee the exclusive right, privilege and option of renewing or extending this Agreement at the expiration of the Term, at Lessee's option and sole discretion, for an additional term of five (5) years upon terms that are mutually agreeable to the parties.

All renewal terms shall be upon the same terms, conditions, covenants, provisions, stipulations and agreements as herein set forth as hereinabove modified. Notice of Lessee's desire to exercise such option shall be given to the Lessor at least sixty (60) days prior to the expiration date of the then Term of renewal Term. This option may be exercised by the Lessee only in the event all rents have been fully paid and that all covenants, agreements, provisions, stipulations, terms and conditions of this Agreement on the part of the Lessee to be preformed, kept and observed, have been fully and faithfully performed, kept and observed.

ARTICLE V MAINTENANCE AND REPAIR

Except for routine maintenance chores such as changing filters, replacing light bulbs, and minor plumbing repairs, Lessor shall be responsible for the maintenance and repair of all plumbing, electrical, and mechanical equipment installed on the Premises except for special equipment that was installed at the request of the Lessee and was intended specifically for the use of the Lessee. Lessor shall be responsible for the maintenance of the grounds and the parking areas related to the Premises.

ARTICLE VI STIPULATIONS

The said stipulations, provisions, covenants, agreements, terms and conditions attached

thereto and marked Exhibit "A", are hereby incorporated herein and made a part of Article V of this Agreement by reference. In addition, any special stipulations attached to this Agreement as Exhibit "B" are likewise incorporated herein and made a part of this Article VI of this Agreement by reference. In the event of conflict, the special stipulations in Exhibit "B" shall take precedence over any conflicting terms in this Agreement or in Exhibit "A".

ARTICLE VII GEORGIA LAW

This Agreement shall be governed by, construed under, performed and enforced in accordance with the laws of the State of Georgia.

ARTICLE VIII TERMINATION

Lessor shall have the right to terminate this Lease at any time upon providing to Lessee written notice, which notice must be received by Lessee not less than ninety (90) days prior to the date of termination.

(Signatures on Next Page)

IN WITNESS WHEREOF, Lessor and Lessee, by and through their authorized representatives, have hereunto executed, signed, and delivered this Agreement in duplicate the day, month, and year first above written, each of the said parties keeping one of the copies hereof.

CITY OF PEACHTREE CITY,
GEORGIA
(SEAL)

Signed As to Lessor, in the

By: _____

In the presence of:

Vanessa Fleisch, Mayor

Unofficial Witness

Attest: _____
Betsy Tyler, City Clerk

Notary Public

SOUTHERN CONSERVATION
TRUST, INC.

Signed As to Lessor, in the
presence of:

By: Katherine Pace
President

Unofficial Witness

Cynthia W Buck
Notary Public

Attest: _____

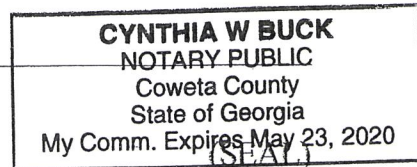


EXHIBIT "A"

Stipulations, Provisions, Covenants, Agreements, Terms and Conditions of Agreement

Purpose of Paragraph Identification References

The brief, captioned, paragraph-identifications references, which appear in the left hand margin of this Exhibit "A", are for the purpose of convenience only and shall be completely disregarded in construing this Agreement.

Definitions

a. The word "Lessor" as used in this Agreement shall be construed to mean Landlords in all cases where there is more than one Lessor, and the necessary grammatical changes required to make the provision hereof apply either to male or female, corporations, partnership or individuals, shall in all cases be assumed as though in each case fully expressed.

b. The word "Premises" as used in this Agreement shall include not only the particularly above-described property but also all the improvements, tenements and appurtenances, thereunto belonging or in any wise appertaining.

Any and all references to the "Term" of the Agreement contained within this Agreement shall include not only the original term but also any renewal or extension of the original term,

Time of Essence

Time is of the essence in this Agreement.

Service of Notice

All notices, requests, demands and other communications provided for hereunder shall be in writing and shall be sent by facsimile transmission to the facsimile number indicated below (with an immediate telephone call to the number indicated below to confirm delivery), mailed by first class United States certified mail, return receipt requested, delivered by overnight carrier (such as, but not limited to, UPS, Federal Express or DHL), or personally delivered to the applicable party at the addresses indicated below:

If to City of Peachtree City:

City of Peachtree City
Attn: City Manager
151 Willowbend Road
Peachtree City, Georgia 30269

If to Southern Conservation Trust, Inc.:

Notice as to each party, at such other address or facsimile number as shall be designated by such party in a written notice to the other party complying as to delivery with the terms of this Paragraph. All such notices, requests, demands and other communication shall be deemed given upon the earlier to occur of (a) the third day following deposit thereof in the United States registered or certified mail return receipt requested; or (b) receipt by the party to whom such notice is directed. Originals of any facsimile transmitted notices should be immediately transmitted by personal delivery or by commercial delivery, but failure to do so will not invalidate the notice given.

Covenants of Title and Quiet Enjoyment

Lessor covenants that it is seized of the said Premises in fee simple absolute. Lessee, paying the rents and keeping the stipulations, provisions, covenants, terms, agreements, and conditions herein contained, shall lawfully, quietly and peacefully have, hold, use, possess, enjoy, and occupy Premises hereby rented, with all the improvements, tenements, appurtenances, and each and every part and parcel thereof for and during said term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection, or molestation by the Lessor or by any other person or persons whatsoever; provided, however, that Lessor may use the Premises occupied by Lessee for city services upon giving written notice of such intention to use the Premises by Lessor, which written notice must be received by Lessee not less than Seventy-two (72) hours prior to the time that Lessor intends to use the Premises. If for any reason whatever, Lessee is deprived of its right to lawfully, quietly and peacefully have, hold, use, possess, enjoy and occupy Premises hereby rented, with all the improvements, tenements, appurtenances, and each and every part and parcel thereof, for and during said term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection or molestation by the Lessor or by any other person or persons whatsoever, then this Agreement may be immediately canceled and terminated at the option of the Lessee by giving the Lessor notice thereof. If the Lessor's title shall come into dispute or litigation, the Lessee may withhold payment of rents (without interest) until final adjudication or other settlement of such dispute or litigation.

Notice of Appointment of Agent

Lessee shall be under no obligation to recognize any agent for the collection of rent accrued or to accrue hereunder or otherwise authorized to act with respect to the Premises until notice of the appointment and the extent of the authority of such agent shall be first given to the Lessee by the a party authorized to make an appointment of such agent.

Change in Ownership of Premises

No change or division in the ownership of the Premises, or of the rents payable hereunder, however accomplished, shall operate to enlarge the obligations or diminish the rights of the Lessee. Further, no change or division in ownership shall be binding on the Lessee for any purpose until the Lessee shall have been furnished with a certified copy of the recorded instrument, or other legally authenticated written instrument, evidencing such change or division in ownership.

Binding Effect On Heirs, Assigns, Etc.

Each of the stipulations, provisions, terms, conditions, covenants, agreements and obligations contained in this Agreement shall apply, extend to, be binding upon and inure to the benefit or detriment of each and every one of the heirs, legal representatives, devisees, legatees, next-of-kin, successors and assigns of the respective parties hereto, and shall be deemed and treated as covenants real running with the Premises aforesaid during the term of this Agreement. Whenever a reference to the parties hereto is made, such reference shall be deemed to include the heirs, legal representatives, devisees, legatees, next-of-kin, successors and assigns of said party, the same as if in each case expressed.

Lessor's Failure to Deliver Premises at Commencement of Term

Should the Lessor, for any reason whatever, be unable to deliver possession of the Premises to the Lessee on the Commencement Date, there shall be a total abatement of rent during the period between the Commencement Date and the date upon which the Lessor delivers possession of the Premises to the Lessee.

Destruction of or Damage to Premises

In the event the said Premises, either prior to the Commencement Date of this Agreement or during the term thereof shall be so damaged, by any cause whatever, as to be rendered unfit for occupancy by the Lessee, there shall be a total abatement of rent during the period of time the premises are unfit for occupancy. Shall the Premises, either prior to the Commencement Date of this Agreement or during the term thereof, be partially destroyed, by any cause whatever, but not rendered unfit for occupancy by Lessee, then the Lessor agrees that the Premises, at the Lessor's expense and with reasonable promptness and dispatch, shall be repaired and restored to substantially the same condition as before the damage. In the event of a partial destruction of the Premises there shall be a fair abatement in the rent payable during the time such repairs or rebuilding are being made. Such proportionate deduction of rent to be based upon the extent to which the making of such repairs or rebuilding shall interfere with the business carried on by the Lessee in Premises. Full rental shall again commence after completion of the repairs and restoration of the Premises by the Lessor. In connection with the foregoing, it is agreed by the parties hereto that the Lessee and Lessor shall have a third party to decide, after making a reasonable assessment of damages, who shall make the decision as to whether or not the Premises are fit or unfit for occupancy by the Lessee.

Use of Premises and Lessee's Insurance Requirements; indemnification

a. Lessee shall use Premises for any purpose within the powers of Lessee for its educational and administrative functions for which the Premises are hereby rented; and no use shall be made of Premises, nor acts done which will cause a cancellation of or an increase in the existing rate of fire, casualty and other extended coverage insurance insuring the Premises, without first consulting with Lessor and obtaining appropriate insurance endorsements, including the payment of the increase in premium for such endorsements. The Lessee shall not sell, or permit to be kept for use in or about Premises, any article or articles which may be prohibited by the standard form of fire insurance policies unless the policy is endorsed as set forth in this paragraph.

b. Lessee shall insure or self-insure at its own cost and expense its fixtures, furnishings, equipment and personal property which it may use or store on the Premises. Lessee will provide third party liability coverage arising from the acts of its officers, members, and employees through in the amount of \$1,000,000 per person and \$3,000,000.

c. To the fullest extent permitted by law, Lessee shall indemnify Lessor for any and all claims which arise from Lessee's use of the Premises, including, but not limited to, claims for personal injury, death, disease, property damage.

d. Lessee shall not use in any manner the fireplace located within the Premises.

e. Lessee may use the area in the basement of the Premises upon written request being made to Lessor and being approved by Lessor, which request must be submitted not less than five (5) days prior to the intended use of said area by Lessee.

Cancellation of Agreement by Lessor

Shall the Lessee at any time be in default in the payment of rent, after five (5) days written notice from Lessor, or in the performance of any of the other stipulations, covenants, terms, conditions, agreements, or provisions of this Agreement, and fail to remedy such default within twenty (20) days after receipt of notice from the Lessor; Lessor may pursue all remedies available to Lessor at law or in equity, including dispossessory proceedings in a court of competent jurisdiction, but not including any right of Lessor or any representative of Lessor to enter and repossess the Premises.

Holding Over

Any holding over, or continued use and/or occupancy by the Lessee, of the Premises after the expiration of this Agreement shall operate and be construed as a tenancy at will at the rate set out above and under the same terms and conditions in force on the Expiration Date.

Condemnation

In the event, during the term of this Agreement, the whole or a substantial part of the Premises hereby rented shall be appropriated or taken by any Municipal, County, State, Federal or other authority for any public or quasi-public use through the exercise of the power of eminent domain or condemnation proceeding, or sold to the possessor of such power under the threat of its exercise, or if by reason of law, ordinance or by court decree, whether by consent or otherwise, the use of the Premises by the Lessee for the purpose hereinabove referred to shall be prohibited; the Lessee shall have the right to

immediately terminate this Agreement upon notice to the Lessor and the rent shall be paid only to the time when the Lessee surrenders possession of the Premises. When only a portion of the Premises are acquired for public or quasi-public use through the exercise of or under the threat of eminent domain or condemnation proceedings, the Lessee shall remain in the Premises with remaining monthly rental payments reduced by an amount determined by the ratio of square feet thus acquired to the total square feet originally contained in the Premises. The Lessor agrees to promptly make all necessary alterations and repairs which shall be required because of such partial acquisition. The rights of the Lessor shall in no way prejudice or interfere with any claim which the Lessee may have against the authority exercising the power of eminent domain or condemnation for damages or otherwise for destruction of or interference with the business of the Lessee in the Premises.

Repairs by Lessor

During the term of this Agreement, and subject to the provisions of Article V of this Agreement, Lessee, shall, at its sole cost, service, replace, keep and maintain in good order and repair each and every part and portion of the existing Premises together with any improvements or additions the Lessor might install in or place upon the Premises in the course of the term of this Agreement. In the event that Lessee constructs or erects any additions and/or improvements to or on the Premises, Lessor shall have no obligation whatsoever to service, replace, keep and maintain the same in good order and repair.

Notice to Lessor of Damage or Defects

Lessee shall give to Lessor prompt written notice of any defects in the Premises and, subject to the provisions of Article V of this Agreement, such defects shall be remedied with due diligence by the Lessor at its own expense.

Inspection and Repairs, Alterations or Additions, Janitorial Services, Rubbish Removal

Lessee shall permit Lessor, his agents or employees, to enter into and upon Premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining or making repairs alterations or additions to any portion of the Premises.

Lessee shall furnish janitorial services for general cleaning of the Premises. Lessee shall use care to select honest and efficient employees.

Lessee shall keep the Premises clean, both inside and outside at its own expense, and shall see that all garbage, trash, and all other refuse is placed in the trash receptacles.

Termites, Rodents, and Pests

Lessor shall, subject to the provisions of Article V of this Agreement, at its own expense, keep the Premises free from infestation by termites, rodents, and other pests and shall repair all damage caused to the Premises by the same during the term of this Agreement.

Taxes and Assessments

This section is not applicable.

Removal of Improvements, Erections and Additions by Lessee

With the express written consent of the Lessor first having been had and obtained the Lessee may make, at its own expense, such improvements, erections, and alterations as are necessary to adapt the Premises for the conductance of the Lessee's business. All improvements, erections and additions installed in or placed upon the Premises by the Lessee, whether permanently affixed thereto or otherwise, shall continue and remain the property of the Lessee, and may be removed by the Lessee, in whole or in part, at any time before the expiration or termination of this Agreement or upon a reasonable time thereafter. If the Lessee removes any or all of the improvements, erections and additions it has installed in or placed upon the Premises, the Lessee agrees to repair any specific damage directly resulting to the Premises from such removal to the condition existing at the beginning of the tenancy, fair wear and tear excepted.

Removal of Fixtures by Lessee

At any time before the expiration or termination of this Agreement, or upon a reasonable time thereafter, Lessee shall have the right and privilege to remove all easily removable fixtures, equipment, appliances and movable furniture which it has placed in or upon the Premises. The Lessee agrees to repair any specific damage directly resulting to the Premises from such removal to the condition existing at the beginning of the tenancy, fair wear and tear excepted.

Waiver of Rights

The waiver by Lessor, or by Lessee, of any breach of any stipulation, provision, term, covenant, agreement or condition herein contained shall not be deemed to be a waiver of such stipulation, provision, term, covenant, agreement or condition on any subsequent breach of the same or any other stipulation, provision, terms, covenant, agreement or condition herein contained.

Entry for Carding, Etc.

In the event the Lessee does not exercise the renewal or extension option provided above, then it is agreed that the Lessor may, within thirty (30) days next preceding the expiration of the term of this Agreement, card Premises advertising the Premises "For Sale" or "For Rent". Lessor may enter the Premises at reasonable hours to exhibit the same to prospective purchasers or tenants.

Abandonment of Premises

During the term of this Agreement Lessee agrees not to abandon or vacate the Premises without cause.

Waste and Nuisance

Lessee shall not commit, or suffer to be committed any waste upon the Premises, or any nuisance.

Assignment and Subletting

Lessee shall not assign this Agreement, or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person to occupy or use the Premises, or any portion thereof, without the express written consent of Lessor first having been obtained, which consent shall not unreasonably be withheld. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Lessor, on twenty (20) days notice to Lessee, terminate this Agreement. Consent to one assignment and/or subletting shall not waive this provision, and all later assignments and/or sublettings shall likewise be made only on the prior consent of Lessor, which consent shall not unreasonably be withheld.

Effect on Assignment and Subletting when Lessee Surrenders Premises

The voluntary or other surrender of this Agreement by Lessee, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Lessor, terminate all or any existing sublets or subtenancies, or may, at the option of Lessor, operate as an assignment to him of any or all such sublets or subtenancies.

Surrender of Premises

Lessee shall at the termination of this Agreement surrender up said Premises in good order and condition; reasonable use and ordinary wear and tear thereof, damage by fire, acts of God, the elements, other casualties, condemnation and/or appropriation, and damage or defects arising from the negligence or default of the Lessor excepted.

Invalidity of Provision or Portion of Provision

Shall any provision or portion of such provision of said Agreement be held invalid the remainder of this said Agreement or the remainder of such provision shall not be affected thereby.

Compliance with Laws, Ordinances and Regulations

(a) Lessor shall be responsible for compliance with all applicable laws, ordinances, and regulations, including permitting and zoning ordinances and requirements and local and state building codes, life safety codes, security, and the holding of a current and proper certificate of occupancy.

(b) Notwithstanding any provisions of this Agreement to the contrary, Lessor is solely responsible for assuring that the Premises and all common areas are at all times in compliance with Title III of the American with Disabilities Act of 1990, 42 USC §12101 et seq. (hereinafter the "ADA") as amended, and with all regulations promulgated pursuant to the ADA (hereinafter the "Regulations"). Except for any remodeling or alterations to the premises after the Commencement Date of this

Agreement due to an election by Lessee to remodel (but not including any remodeling or alterations at the beginning of the Term of this Agreement to make the Premises initially suitable for Lessee), Lessor shall be solely responsible for all costs and expenses associated with ADA compliance. Lessor shall not charge Lessee for, or seek reimbursement from Lessee for, any expenditures, capital or otherwise, associated with conforming the premises or common areas to the requirements of the ADA and the Regulations.

(c) Lessor and Lessee hereby certify that the provisions of law contained in Title 45 Chapter 10 of the Official Code of Georgia which prohibit full-time and part-time public officials and employees of the State of Georgia from engaging in certain transactions with the State or state agencies have not and will not be violated in any respect by this Agreement.

Subordination

This Agreement shall be subject and subordinate to all existing liens and encumbrances against the Premises (and all rights and obligations contained therein); *provided*, however that as to all such liens and encumbrances and any future liens and encumbrances, as a condition precedent to any such subordination, the holder of the lien or encumbrance agrees, so long as the Lessee is not in default under this Agreement, to the continuing possession of the Premises by Lessee under the same financial provisions and substantive terms and conditions set forth in this Agreement.

Entire Agreement; Mold

This Agreement, including the attached Exhibits "A", "B", and "C", embodies and sets forth all the provisions, agreements, conditions, covenants, terms and understandings between the Parties relative to the Premises. There shall be no provisions, agreements, conditions, covenants, terms, understandings, representations or inducements either oral or written, between the parties other than are herein set forth. It is further understood and agreed that no subsequent alteration, amendment, change or addition to the is Agreement shall be binding upon the parties herein unless reduced to writing and signed by all the parties to this Agreement.

Lessee acknowledges that it is necessary for the Lessee to provide appropriate climate control, keep the property clean, and take other measures to retard and prevent mold and mildew from accumulating in the premises. Lessee agrees to clean and dust on a regular basis to remove visible moisture accumulation on windows, walls and on other surfaces as soon as reasonably possible. Lessee agrees not to block or cover heating, ventilation, or air conditioning ducts on the premises. Lessee also agrees to immediately report to the Lessor's office: 1) any evidence of a water leak or excessive moisture on the property as well as in any storage room or common area. 2) Any evidence of a mold or mildew like growth that cannot be removed by simply applying a common household cleaner and wiping the area. 3) Any failure or malfunction of the heating, ventilation or air conditioning system in the premises and 4) Any inoperable windows and doors. Lessee further agrees that Lessee shall be responsible for damage to the premises and Lessee's property as well as injury to Lessee and occupants resulting from Lessee's failure to comply with the terms of this paragraph.

END OF EXHIBIT "A"

EXHIBIT "B"

Special Stipulations

None.

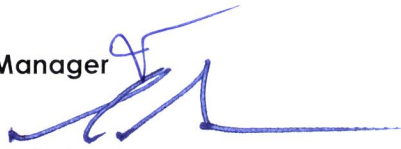
END OF EXHIBIT "B"

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jonathan N. Rorie, City Manager

FROM: Michael Warrix, AICP
Planning and Development Director 

DATE: July 7, 2017

SUBJECT: Adoption of 2017 Comprehensive Plan Update
July 11, 2017 City Council Agenda

Recommendation:

That Council approve the attached resolution adopting the 2017 Comprehensive Plan Update.

Discussion:

As you are aware, work began on a major update of the city's Comprehensive Plan in August of 2016. The plan update was prepared pursuant to the Georgia Planning Act and its associated Minimum Standards and Procedures for Local Comprehensive Planning.

Over the past year, staff has, in collaboration with staff of the Atlanta Regional Commission (ARC), worked with the City Council-appointed Comprehensive Plan Steering Committee in preparing the plan update. A draft of the plan was transmitted to the Atlanta Regional Commission on May 19, 2017 for regional and state review. The plan was subsequently approved by the Georgia Department of Community Affairs on June 4, 2017. Copies of relevant correspondence are attached.

Council approval of the attached Adoption Resolution is the final step in the plan update process. Upon execution of the resolution, copies of the adopted plan will be transmitted to the Atlanta Regional Commission. The city will then receive a Qualified Local Government (QLG) renewal letter from the Georgia Department of Community Affairs.

Budget Impact:

There are no budget impacts associated with this request.

ATTACHMENTS

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF PEACHTREE CITY ADOPTING THE
2017 COMPREHENSIVE PLAN UPDATE**

WHEREAS, the City of Peachtree City has completed an update to the city's Comprehensive Plan in accordance with the Georgia Planning Act and its associated Minimum Standards and Procedures for Local Comprehensive Planning;

WHEREAS, required public hearings for the plan update were conducted by City Council on August 4, 2016 and May 18, 2017; and

WHEREAS, the 2017 Comprehensive Plan Update was reviewed and approved by the Georgia Department of Community Affairs (DCA) on June 14, 2017.

BE IT THEREFORE RESOLVED, the Mayor and Council of the City of Peachtree City do hereby adopt the 2017 Comprehensive Plan Update in accordance with the requirements of the Georgia Planning Act.

SO RESOLVED, this 11th day of July, 2017.

Vanessa Fleisch, Mayor

Attest: _____
City Clerk



Atlanta Regional Commission

June 26, 2017

Mayor Vanessa Fleisch
City of Peachtree City
153 Willowbend Road
Peachtree City, Georgia 30269

RE: 2017 Comprehensive Plan Update

Dear Mayor Fleisch,

ARC has completed its regional review of the 2017 Comprehensive Plan Update for Peachtree City. We are pleased to inform you that the Georgia Department of Community Affairs (DCA) has determined that the update is in compliance with the Minimum Standards and Procedures for Local Comprehensive Planning.

Renewal of Qualified Local Government (QLG) status is contingent on local adoption of the update. It may be adopted at any time. Prior to adoption, please review and consider the attached advisory comments from DCA in relation to the plan document. Once adopted, please send ARC digital copies of both the adoption resolution and the final, adopted plan document, so that we may forward those materials to DCA. Upon receiving notice that the plan update has been adopted, DCA will renew the City's QLG status.

I commend Peachtree City for its commitment to the comprehensive planning process. Please contact Andrew Smith at (470) 378-1645 or asmith@atlantaregional.org if you have any questions or if we can provide further assistance.

Sincerely,

Sam Shenbaga, AICP
Manager, Community Development

Enclosure

Cc: Jonathan N. Rorie, City Manager
Michael Warrix, Planning and Development Director

atlantaregional.org
International Tower
229 Peachtree St. NE | Suite 100
Atlanta, Georgia 30303

Andrew Smith

From: Jon West <Jon.West@dca.ga.gov>
Sent: Wednesday, June 14, 2017 2:04 PM
To: Jared Lombard; Andrew Smith; Jonathan Tuley
Cc: PEMD OPQG Administration; Cam Yearty
Subject: Peachtree City Plan Update Approval w Advisories

Jared, Andrew and Jon,

Our staff has reviewed the comprehensive plan update for Peachtree City and determined that it adequately addresses the Minimum Standards for Local Comprehensive Planning. We also have advisory comments for the plan preparer below. These comments need not be shared with the community, but they should be used to improve plans prepared for other communities in the future. If you have any questions about our comments, please contact us at 404-679-5279. As soon as your office provides written notice that the plan has been adopted and provides DCA with a digital copy of the final adopted version of this document, we will award Qualified Local Government status to the local government.

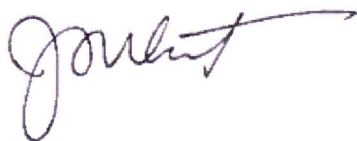
Advisory Comments for the Plan Preparer

The comments below are offered to help the plan preparer improve the quality of plans prepared for other communities in the future. These should not be interpreted as suggesting a need to revise this specific draft Plan Update. DCA is vitally interested in ensuring that all Georgia communities have high-quality plans. We're happy to discuss these comments if desired.

Community Work Program & Report of Accomplishments

- For future plans you prepare, please ensure the description of activities included in the Community Work Program make it clear exactly what is to be done to implement the activity. This will make the work program more usable for the community, and provide clarity for future leaders and staff who will be implementing this plan. For each activity, we recommend considering whether the current description of the activity would answer "how?" or "by doing what?" for an uninformed reader. In some cases it may make sense to break the activity out into a few specific implementation steps. In other cases the listed activity may actually be intended as guidance for future decision-making, which means it is a policy statement probably best moved to the section of the plan for policies.

Thanks,



Learn more about our commitment to [fair housing](#)

Jon A. West, AICP
Senior Planner: Local & Intergovernmental Programs
Georgia Department of Community Affairs
60 Executive Park South, NE
Atlanta, Georgia 30329
Direct 404-327-6872
Fax 770-302-9703
Jon.West@dca.ga.gov

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: Jonathan N. Rorie, City Manager 
Paul Salvatore, Financial Services Director *P.S.*
Kelly Bush, Assistant Financial Services Director

FROM: David A. Borkowski, P.E., M. ASCE, City Engineer 

DATE: July 7, 2017

SUBJECT: Council Resolution and Declaration of Taking for Temporary
Construction Easement from Wal-Mart Real Estate Trust for SR 54 at
Planterra Intersection Improvements
July 11, 2017, Special Called Meeting

Recommendation:

That Council authorize the Mayor to sign the attached condemnation documents and authorize payment of \$9,130 for the value of the easement.

Discussion:

Staff has been working with Wal-Mart for a considerable length of time trying to negotiate a temporary construction easement to enable the City to construct this project. However, we are not able to meet all their demands related to phasing of construction and other construction-related activities. Therefore, Staff is recommending condemnation of the easements so we can meet out bidding and construction schedule.

Budget Impact:

The appraised value of the easement is \$9,130. Funds are available in line item 335-1575-521200-PIP15PLNTWAY.

Resolution No. _____

ORDER AND RESOLUTION
OF THE MAYOR AND CITY COUNCIL OF THE
CITY OF PEACHTREE CITY, FAYETTE COUNTY, GEORGIA

WHEREAS, the City Council of the City of Peachtree City, Fayette County, Georgia has determined that the SR 54 and Planterra Way Intersection needs certain maintenance and improvements; and

WHEREAS, in order to maintain the projected schedule of SR 54 and Planterra Way Intersection Wynnmeade Improvements Project, it is necessary that the easements, and other rights, if any, for the construction of said project be acquired without delay; and

WHEREAS, the parcel(s) of right of way and other rights as herein described and listed as below, shown of record as owned by the person named herein, all as described and shown in the attachments to this order hereinafter enumerated, all of said attachments, being by reference made a part of this order, are essential for the construction of said project:

Required:	SR 54 and Home Depot/Wal Mart Driveway, <u>14,461.97 SF</u> Temporary Easement on plat attached hereto as Exhibit "A"
Attachment:	Exhibit "A" – temporary construction easement
Owner/ Interested Party	WALMART REAL ESTATE TRUST

NOW THEREFORE, it is found by the Mayor and City Council that the circumstances are such that it is necessary that the temporary construction easement and other rights, if any, as described in attachments to this order be acquired by condemnation under the provisions of the Official Code of Georgia Annotated Sections 32-3-4 thru 32-3-19; and

IT IS ORDERED AND RESOLVED that the Mayor and City Council, through the Mayor and City Attorney, proceed to acquire the title, estate or interest in the lands hereinafter described in attachments to this order and resolution by condemnation under the provisions of said Code, and the City Attorney, is authorized and directed to file condemnation proceedings, including a Declaration of Taking, to acquire said title, estate or interest in said lands and to deposit in the Court the sum estimated as just compensation, all in accordance with the provisions of said Code. It is further ordered and resolved that the Mayor is authorized to take all actions and sign all documents necessary to proceed with this condemnation.

SO ORDERED AND RESOLVED in lawfully assembled open session, this
_____ day of _____, 2017.

Betsy Tyler, City Clerk

Vanessa Fleisch, Mayor

GEORGIA, FAYETTE COUNTY

I, Betsy Tyler, do hereby certify that I am City Clerk of the City of Peachtree City, of Fayette County, Georgia.

I further certify that the foregoing _____ pages constitute a true and exact copy of an Order and Resolution of the Council of the City of Peachtree City, Fayette County, Georgia entered on the _____ day of _____, 2017, as same applied to the tract or parcel of land described in said _____ pages; and the original of said Order is on file at my office at the City Hall, City of Peachtree City, 151 Willowbend Road, Peachtree City, Georgia 30269.

Given under my hand and seal, this _____ day of _____, 2017.

Betsy Tyler, City Clerk
City of Peachtree City, Georgia

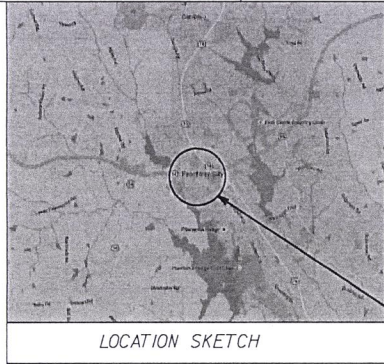
ATTACHMENT "A"

LEGAL DESCRIPTION

Beginning at a point 6.727 feet left of the Walmart/Home Depot Driveway at Station 201+07.60 thence North $87^{\circ}56'10.5''$ West a distance of 42.867 feet to a point 49.589 feet left of the Walmart/Home Depot Driveway at Station 201+08.29 thence along an arc 147.683 feet to the left, having a radius of 195.100 feet, the chord of which is North $16^{\circ}25'47.4''$ West for a distance of 144.182 feet, to a point 40.856 feet left of the Walmart/Home Depot Driveway at Station 202+86.81 thence North $36^{\circ}38'51.1''$ West a distance of 155.640 feet to a point 40.210 feet left of the Walmart/Home Depot Driveway at Station 204+42.45 thence North $36^{\circ}21'00.7''$ West a distance of 22.548 feet to a point 40.000 feet left of the Walmart/Home Depot Driveway at Station 204+65.00 thence North $53^{\circ}06'53.8''$ East a distance of 42.385 feet to a point 2.385 feet right of the Walmart/Home Depot Driveway at Station 204+65.00 thence South $36^{\circ}38'49.6''$ East a distance of 183.656 feet to a point 1.622 feet right of the Walmart/Home Depot Driveway at Station 202+81.35 thence along an arc 158.855 feet to the right, having a radius of 237.000 feet, the chord of which is South $17^{\circ}26'42.6''$ East for a distance of 155.898 feet, to a point 6.597 feet left of the Walmart/Home Depot Driveway at Station 201+19.84 thence South $1^{\circ}45'24.4''$ West a distance of 12.239 feet to a point 6.727 feet left of the Walmart/Home Depot Driveway at Station 201+07.60 and the POINT OF BEGINNING.

PEACHTREE CITY DEPARTMENT OF ENGINEERING

RIGHT OF WAY PROPOSED SR 54 AT PLANTERRA WAY INTERSECTION IMPROVEMENTS PEACHTREE CITY, GEORGIA

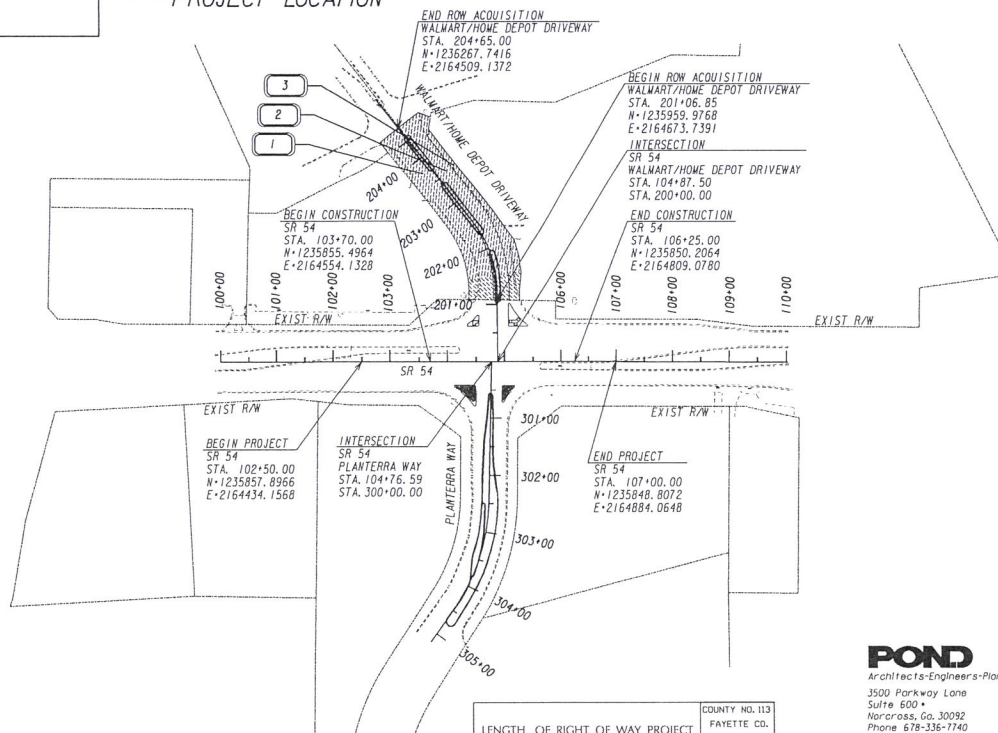


PROJECT LOCATION

THIS PROJECT IS 100% IN
FAYETTE COUNTY AND IS
100% IN CONG.DIST.NO.3.
DESIGNED IN ENGLISH UNITS.

THIS PROJECT HAS BEEN PREPARED
USING THE HORIZONTAL GEORGIA
COORDINATE SYSTEM OF 1984 (NAD
1983) 1/4 WEST ZONE, AND THE NORTH
AMERICAN VERTICAL DATUM (NAVD)
OF 1988.

MIDPOINT
STA. 105+25.00
N 1235852.3961
E 2164709.1017



CONVENTIONAL SIGNS	
STATE OR COUNTY LINE	---
CITY LIMIT LINE	---
LAND LOT LINE	---
PROPERTY LINE	---
SURVEY OR BASE LINE	---
RIGHT OF WAY LINE	---
EXISTING	---
REQUIRED	---
LIMIT OF ACCESS	---
ROAD R/W & LIMIT OF ACCESS	---
R/W MARKERS	---
FENCE	---
RAILROAD	---
POWER LINE	---
TELEPHONE LINE	---
POWER POLES	---
TELEPHONE OR TELEGRAPH POLES	---



NOT FOR CONSTRUCTION

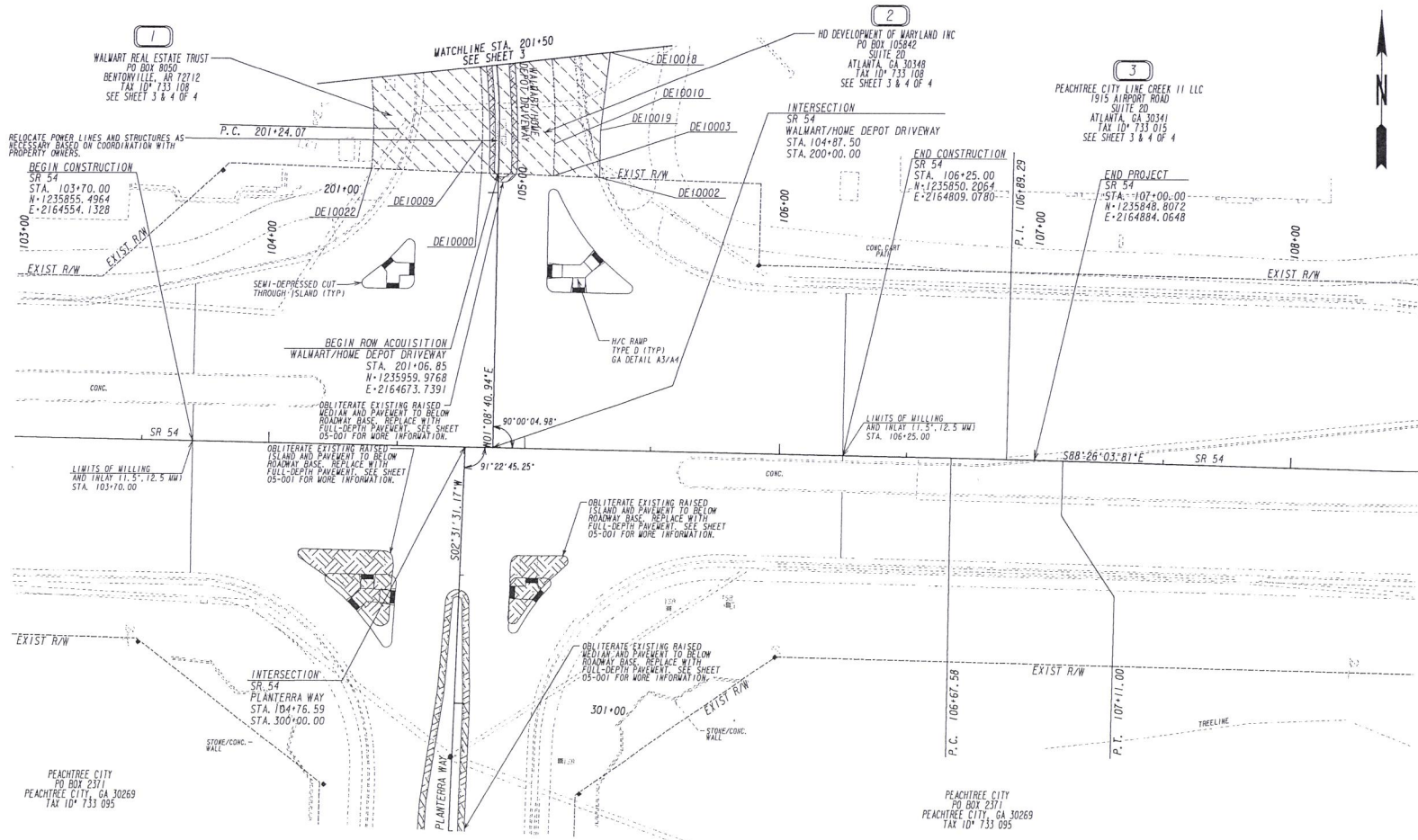
PREPARED BY: _____
DESIGN

PLANS COMPLETED	12/14/2015
REVISIONS	11/29/2016

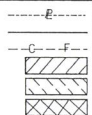
LENGTH OF RIGHT OF WAY PROJECT		COUNTY NO. 113 FAYETTE CO.
		MILES
NET LENGTH OF RIGHT OF WAY	0.860	
NET LENGTH OF BRIDGES	0.000	
NET LENGTH OF EXCEPTIONS	0.000	
GROSS LENGTH OF RIGHT OF WAY	0.860	



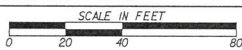
THE DATA, TOGETHER WITH ALL OTHER INFORMATION SHOWN ON THESE PLANS OR IN ANYWAY
INDICATED THEREBY, WHETHER BY NOTES OR OTHERWISE, ARE BASED UPON
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SUBSECTIONS 102D, 102D5, AND 104D3 OF THE SPECIFICATIONS.



PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR
& MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES



BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS



POND
Architects-Engineers-Planners
3500 Parkway Lane
Suite 600
Marietta, GA 30097
Phone 678-336-7740
Fax 678-336-7744
Web www.pondco.com

DATE	REVISIONS
11/29/16	REVISED PERMANENT EASEMENT TO TEMPORARY EASEMENT

DATE	REVISIONS

PEACHTREE CITY
DEPARTMENT OF ENGINEERING
RIGHT OF WAY MAP
PROJECT: SR 54 @ PLANTERRA WAY
COUNTY: FAYETTE
LAND LOT NO:
GWD 624
DATE 12/14/15 SH 2 OF 4



PEACHTREE CITY
DEPARTMENT OF ENGINEERING
RIGHT OF WAY MAP
PROJECT: SR 54 @ PLANTERRA WAY
COUNTY: FAYETTE
LAND LOT NO:
LAND DISTRICT:
GMD 624
DATE 12/14/15 SH 3 OF 4

11/29/2016 USER: Puckett12	2PLOT-V8 galatborder-V81-PD,101	W:\Puckettree City\1160070 PTC SR 54 at Planterra Way\04.DRAWINGS\000x1160070_50-003.dgn SMPLE	STATE GA	PROJECT NUMBER 1160070	SHEET NO. 4	TOTAL SHEETS 4
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WALWART REAL ESTATE TRUST REO'D TEMP. EASW'T. DE100

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10000	6.73 L	201+07.60	Walmarl/Home Depot Drive
	42.87	N 87°56'10.5" W	
DE10022	49.59 L	201+08.29	Walmarl/Home Depot Drive
ARC LENGTH	147.68		
CHORD BEAR	N 16°25'47.4" W		
LNTH CHORD	144.18		
RADIUS	195.10		
DEGREE	29°22'02.6"		
DE10023	40.86 L	202+86.81	Walmarl/Home Depot Drive
	155.64	N 36°38'51.1" W	
DE10025	40.21 L	204+46.45	Walmarl/Home Depot Drive
	22.55	N 36°21'00.7" W	
DE10005	40.00 L	204+65.00	Walmarl/Home Depot Drive
	42.38	N 53°06'53.8" E	
DE10006	2.38 R	204+65.00	Walmarl/Home Depot Drive
	183.66	S 36°38'49.6" E	
DE10007	1.62 R	202+81.35	Walmarl/Home Depot Drive
ARC LENGTH	158.85		
CHORD BEAR	S 17°26'42.6" E		
LNTH CHORD	155.90		
RADIUS	237.00		
DEGREE	24°10'31.7"		
DE10009	6.60 L	201+19.84	Walmarl/Home Depot Drive
	12.24	S 1°45'24.4" W	
DE10000	6.73 L	201+07.60	Walmarl/Home Depot Drive
REOD EASMT	14461.97	SF	
REOD EASMT	0.332	ACRES	
TOTAL LOT SIZE	25.243	ACRES	
SEE SHEETS 2 & 3 OF 4			

HD DEVELOPMENT OF MARYLAND INC REO'D TEMP. EASW'T. DE200

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10003	21.77 R	201+07.14	Walmarl/Home Depot Drive
	28.50	N 87°56'10.5" W	
DE10000	6.73 L	201+07.60	Walmarl/Home Depot Drive
	12.24	N 1°45'24.4" E	
DE10009	6.60 L	201+19.84	Walmarl/Home Depot Drive
ARC LENGTH	158.85		
CHORD BEAR	N 17°26'42.6" W		
LNTH CHORD	155.90		
RADIUS	237.00		
DEGREE	24°10'31.7"		
DE10007	1.62 R	202+81.35	Walmarl/Home Depot Drive
	183.66	N 36°38'49.6" W	
DE10006	2.38 R	204+65.00	Walmarl/Home Depot Drive
	41.62	N 53°06'53.8" E	
DE10020	44.00 R	204+65.00	Walmarl/Home Depot Drive
	22.11	S 67°39'31.6" E	
DE10021	55.31 R	204+46.00	Walmarl/Home Depot Drive
	21.05	S 9°46'59.4" W	
DE10014	40.00 R	204+31.55	Walmarl/Home Depot Drive
	12.77	S 9°46'59.4" W	
DE10013	30.71 R	204+22.79	Walmarl/Home Depot Drive
	141.56	S 36°38'49.6" E	
DE10012	30.12 R	202+81.23	Walmarl/Home Depot Drive
ARC LENGTH	177.96		
CHORD BEAR	S 17°26'42.6" E		
LNTH CHORD	174.65		
RADIUS	265.50		
DEGREE	21°34'49.2"		
DE10010	21.90 R	201+19.54	Walmarl/Home Depot Drive
	12.39	S 1°45'24.4" W	
DE10003	21.77 R	201+07.14	Walmarl/Home Depot Drive
REOD EASMT	11028.50	SF	
REOD EASMT	0.253	ACRES	
TOTAL LOT SIZE	12.548	ACRES	
SEE SHEET 2 & 3 OF 4			

PEACHTREE CITY LINE CREEK II LLC REO'D TEMP. EASW'T. DE300

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10002	40.00 R	201+06.85	Walmarl/Home Depot Drive
	18.23	N 87°56'10.2" W	
DE10003	21.77 R	201+07.14	Walmarl/Home Depot Drive
	12.39	N 1°45'24.4" E	
DE10010	21.90 R	201+19.54	Walmarl/Home Depot Drive
ARC LENGTH	177.96		
CHORD BEAR	N 17°26'42.6" W		
LNTH CHORD	174.65		
RADIUS	265.50		
DEGREE	21°34'49.2"		
DE10012	30.12 R	202+81.23	Walmarl/Home Depot Drive
	141.56	N 36°38'49.6" W	
DE10013	30.71 R	204+22.79	Walmarl/Home Depot Drive
	12.77	N 9°46'59.4" E	
DE10014	40.00 R	204+31.55	Walmarl/Home Depot Drive
	182.91	S 36°50'29.0" E	
DE10015	40.00 R	202+50.00	Walmarl/Home Depot Drive
	61.36	S 35°12'11.8" E	
DE10016	48.00 R	202+00.00	Walmarl/Home Depot Drive
	30.93	S 15°10'42.1" E	
DE10017	47.00 R	201+75.00	Walmarl/Home Depot Drive
	30.79	S 6°08'55.8" E	
DE10018	45.00 R	201+50.00	Walmarl/Home Depot Drive
	30.70	S 6°39'04.3" W	
DE10019	40.00 R	201+25.00	Walmarl/Home Depot Drive
	18.34	S 1°08'11.6" W	
DE10002	40.00 R	201+06.85	Walmarl/Home Depot Drive
REOD EASMT	5012.94	SF	
REOD EASMT	0.115	ACRES	
TOTAL LOT SIZE	10.262	ACRES	
SEE SHEET 2 & 3 OF 4			

3/20/2011		POND Architects-Engineers-H planners 3500 Parkway Lane Suite 600 Norcross, Ga. 30092 Phone 678-336-7740 Fax 678-336-7744 Web www.pondco.com	DATE	REVISIONS	DATE	REVISIONS	PEACHTREE CITY DEPARTMENT OF ENGINEERING RIGHT OF WAY MAP PROJECT: SR 54 @ PLANTERA WAY COUNTY: FAYETTE LAND LOT NO. LAND DISTRICT: GWD 624 DATE 12/14/15 SH 4 OF 4
			11/29/16	REVISED PERMANENT EASEMENT TO TEMPORARY EASEMENT			

DECLARATION OF TAKING
115 Wynnmeade Parkway
CITY OF PEACHTREE CITY, GEORGIA
SR 54 AT PLANTERRA WAY INTERSECTION IMPROVEMENTS

WHEREAS, pursuant to a Resolution of the City Council of the City of Peachtree City, Georgia, adopted _____, 2017, there was declared the public purpose of and necessity for acquisition of a temporary construction easement in that certain parcel of land, identified as Walmart/Home Depot Driveway on Construction Plans for SR 54 AT PLANTERRA WAY INTERSECTION IMPROVEMENTS, as prepared by Pond and Company for the City of Peachtree City, Georgia, dated December 14, 2015 and revised on November 29, 2016;

WHEREAS, pursuant to the authority granted by said Resolution, the City Manager, for and on behalf of said City, attempted a tender of the estimated just compensation in the sum of \$9,130.00 to be made to the property owner of record, WalMart Real Estate Trust, and other holders of legal interests therein as shown by an examination of record title;

WHEREAS, pursuant to a Resolution of the City Council of the City of Peachtree City, Georgia, adopted _____, 2017, said City Council authorized the filing of a condemnation action, using the Declaration of Taking method, to acquire the required property interests;

NOW, THEREFORE, IT IS ORDERED that a temporary construction easement (having an area of 14,461.97 sq.ft., or 0.332 acres), in the land shown and described in Exhibit "A" attached hereto be acquired by condemnation under the provisions of O.C.G.A. Sec. 32-3-1, et seq., as authorized by O.C.G.A. Sec. 22-3-140; and it is therefore DECLARED that title to said land interests be taken for use of the CITY OF PEACHTREE CITY, GEORGIA, by virtue of this Declaration, pursuant to this Resolution, by condemnation without delay. The City Manager shall pay into the registry of the Clerk of Superior Court of Fayette County, Georgia, the sum of \$9,130.00, as estimated just and adequate compensation based upon the Appraiser's Affidavit attached hereto as Exhibit "B". The temporary construction easement shall terminate by operation of law upon the completion of said project or six (6) months from the date of filing of the Declaration of Taking, which ever date occurs first.

FURTHER ORDERED, in accordance with O.C.G.A. Sec. 32-2-7, that upon the filing of this Declaration of Taking in the land records of the Clerk of Superior Court, and the deposit into the Clerk's registry made at the time this Declaration of Taking is filed of the sum of money estimated in the Declaration by the condemning authority to be just compensation, the Temporary Construction Easement specified in this Declaration of Taking, shall vest in the CITY OF PEACHTREE CITY, GEORGIA for the time period set forth herein. Said land shall be deemed to be condemned and taken for the use of the condemnor, and the right to just compensation shall vest in the persons entitled thereto.

This _____ day of _____, 2017.

CITY OF PEACHTREE CITY, GEORGIA

By: _____
Vanessa Fleisch, Mayor

Attest: _____
Betsy. Tyler, City Clerk

(SEAL)

ATTACHMENT "A"

LEGAL DESCRIPTION

Beginning at a point 6.727 feet left of the Walmart/Home Depot Driveway at Station 201+07.60 thence North $87^{\circ}56'10.5''$ West a distance of 42.867 feet to a point 49.589 feet left of the Walmart/Home Depot Driveway at Station 201+08.29 thence along an arc 147.683 feet to the left, having a radius of 195.100 feet, the chord of which is North $16^{\circ}25'47.4''$ West for a distance of 144.182 feet, to a point 40.856 feet left of the Walmart/Home Depot Driveway at Station 202+86.81 thence North $36^{\circ}38'51.1''$ West a distance of 155.640 feet to a point 40.210 feet left of the Walmart/Home Depot Driveway at Station 204+42.45 thence North $36^{\circ}21'00.7''$ West a distance of 22.548 feet to a point 40.000 feet left of the Walmart/Home Depot Driveway at Station 204+65.00 thence North $53^{\circ}06'53.8''$ East a distance of 42.385 feet to a point 2.385 feet right of the Walmart/Home Depot Driveway at Station 204+65.00 thence South $36^{\circ}38'49.6''$ East a distance of 183.656 feet to a point 1.622 feet right of the Walmart/Home Depot Driveway at Station 202+81.35 thence along an arc 158.855 feet to the right, having a radius of 237.000 feet, the chord of which is South $17^{\circ}26'42.6''$ East for a distance of 155.898 feet, to a point 6.597 feet left of the Walmart/Home Depot Driveway at Station 201+19.84 thence South $1^{\circ}45'24.4''$ West a distance of 12.239 feet to a point 6.727 feet left of the Walmart/Home Depot Driveway at Station 201+07.60 and the POINT OF BEGINNING.

11/29/2016
USER:Puckett12

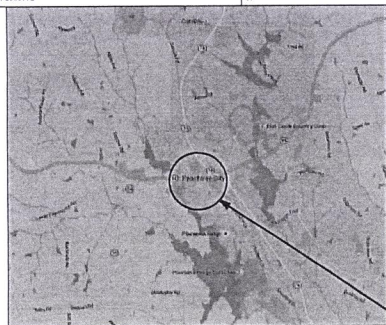
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STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA	1160070	1	4

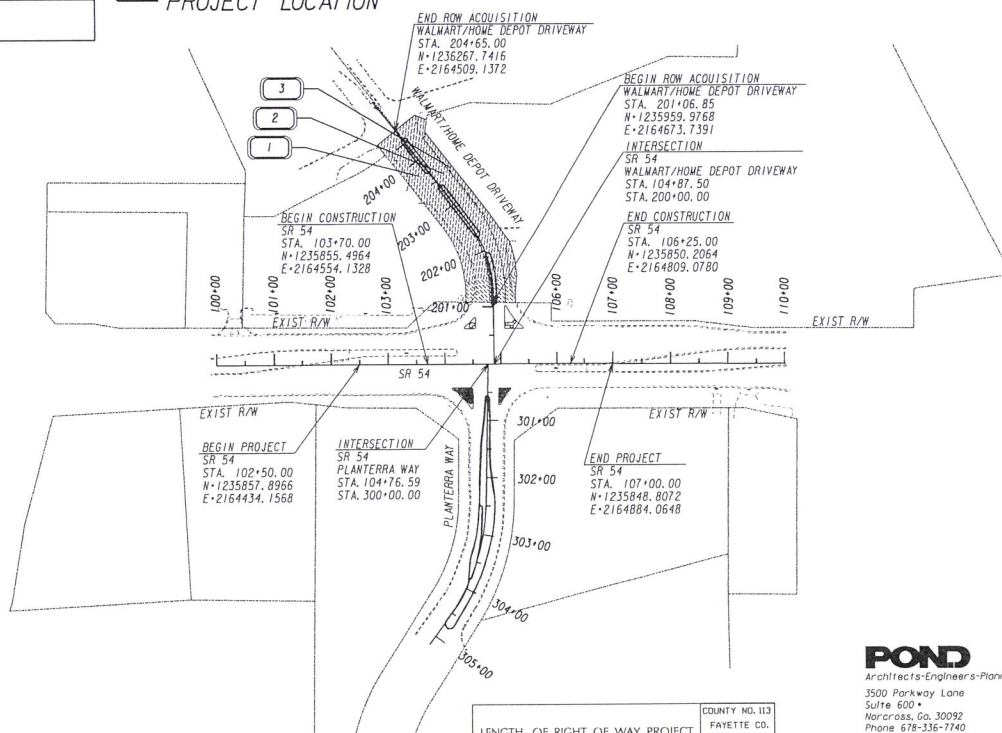
PEACHTREE CITY DEPARTMENT OF ENGINEERING

RIGHT OF WAY PROPOSED SR 54 AT PLANTERRA WAY INTERSECTION IMPROVEMENTS PEACHTREE CITY, GEORGIA



LOCATION SKETCH

PROJECT LOCATION



THIS PROJECT IS 100% IN
FAYETTE COUNTY AND IS
100% IN CONG.DIST.NO.3.
DESIGNED IN ENGLISH UNITS.

THIS PROJECT HAS BEEN PREPARED
USING THE HORIZONTAL GEORGIA
COORDINATE SYSTEM OF 1984 (NAD
1983) 54 WEST ZONE, AND THE NORTH
AMERICAN VERTICAL DATUM (NAVD)
OF 1988.

MIDPOINT
STA. 105+25.00
N 1235852.3961
E 2164709.017

THE DATA TOGETHER WITH ALL OTHER INFORMATION SHOWN ON THESE PLANS OR IN ANYWAY
INDICATED THEREBY, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE BASED UPON
FIELD INVESTIGATIONS AND ARE BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS. HOWEVER, THE
SAME ARE SHOWN AS INFORMATION ONLY, ARE NOT GUARANTEED, AND DO NOT BIND THE DEPARTMENT
OF TRANSPORTATION IN ANY WAY. THE ATTENTION OF BIDDER IS SPECIFICALLY DIRECTED TO
SUBSECTIONS 102D, 102D.5, AND 104D.3 OF THE SPECIFICATIONS.

LENGTH OF RIGHT OF WAY PROJECT	COUNTY NO. 113 FAYETTE CO. MILES
NET LENGTH OF RIGHT OF WAY	0.860
NET LENGTH OF BRIDGES	0.000
NET LENGTH OF EXCEPTIONS	0.000
GROSS LENGTH OF RIGHT OF WAY	0.860

SCALE IN FEET
0 100 200 400

CONVENTIONAL SIGNS	
STATE OR COUNTY LINE	---
CITY LIMIT LINE	---
LAND LOT LINE	---
PROPERTY LINE	---
SURVEY OR BASE LINE	---
RIGHT OF WAY LINE	---
EXISTING	---
REQUIRED	---
LIMIT OF ACCESS	---
ROAD R/W & LIMIT OF ACCESS	---
R/W MARKERS	---
FENCE	---
RAILROAD	---
POWER LINE	---
TELEPHONE LINE	---
POWER POLES	---
TELEPHONE OR TELEGRAPH POLES	---



NOT FOR CONSTRUCTION

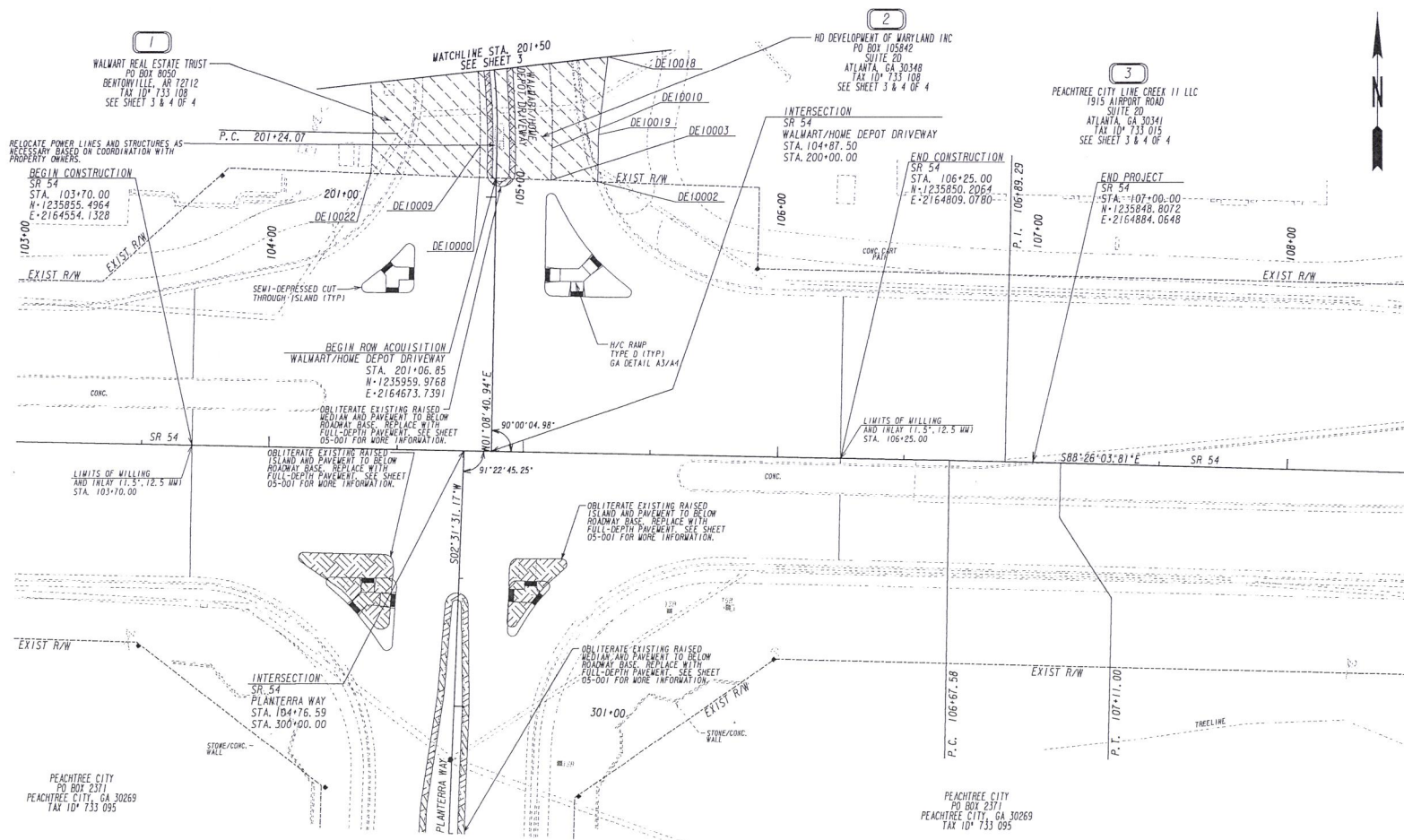
PREPARED BY: _____
DESIGN

PLANS COMPLETED	12/14/2015
REVISIONS	11/29/2016

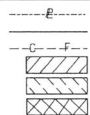
DRAWING NO.
60-001

Exhibit A

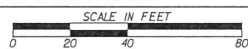
STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA	1160070	2	4



PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR
& MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
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BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
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POND

Architects-Engineers-Planners
3500 Parkway Lane
Suite 600
Norcross, Ga. 30092
Phone 678-336-7740
Fax 678-336-7744
Web www.pondco.com

DATE	REVISIONS
11/29/16	REVISED PERMANENT EASEMENT TO TEMPORARY EASEMENT

DATE	REVISIONS

PEACHTREE CITY
DEPARTMENT OF ENGINEERING

RIGHT OF WAY MAP

PROJECT: SR 54 @ PLANTERRA WAY

COUNTY: FAYETTE

LAND LOT NO:
LAND DISTRICT:

LAND DIS
GMD 624

DATE 12/14/15 SH 2 OF 4

WALWART REAL ESTATE TRUST REO'D TEMP. EASW'T. DE100

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10000	6.73 L	201+07.60	Walmar/Home Depot Drive
DE10022	42.87	N 87°56'10.5" W	
DE10022	49.59 L	201+08.29	Walmar/Home Depot Drive
ARC LENGTH	147.68		
CHORD BEAR	N 16°25'47.4" W		
LNTH CHORD	144.18		
RADIUS	195.10		
DEGREE	89°22'02.6"		
DE10023	40.86 L	202+86.81	Walmar/Home Depot Drive
DE10025	155.64	N 36°38'51.1" W	
DE10025	40.21 L	204+42.45	Walmar/Home Depot Drive
DE10005	22.55	N 36°21'00.7" W	
DE10005	40.00 L	204+65.00	Walmar/Home Depot Drive
DE10006	42.38	N 53°06'53.8" E	
DE10006	2.38 R	204+65.00	Walmar/Home Depot Drive
DE10007	183.66	S 36°38'49.6" E	
DE10007	1.62 R	202+81.35	Walmar/Home Depot Drive
ARC LENGTH	158.85		
CHORD BEAR	S 17°26'42.6" E		
LNTH CHORD	155.90		
RADIUS	237.00		
DEGREE	24°10'31.7"		
DE10009	6.60 L	201+19.84	Walmar/Home Depot Drive
DE10009	12.24	S 1°45'24.4" W	
DE10000	6.73 L	201+07.60	Walmar/Home Depot Drive
REO'D EASW'T	14461.97 SF		
REO'D EASW'T	0.332 ACRES		
TOTAL LOT SIZE	25.243 ACRES		
SEE SHEETS 2 & 3 OF 4			

PEACHTREE CITY LINE CREEK II LLC REO'D TEMP. EASW'T. DE300

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10002	40.00 R	201+06.85	Walmar/Home Depot Drive
DE10003	18.23	N 87°56'10.2" W	
DE10003	21.77 R	201+07.14	Walmar/Home Depot Drive
DE10010	12.39	N 1°45'24.4" E	
DE10010	21.90 R	201+19.54	Walmar/Home Depot Drive
ARC LENGTH	177.96		
CHORD BEAR	N 17°26'42.6" W		
LNTH CHORD	174.65		
RADIUS	265.50		
DEGREE	21°34'49.2"		
DE10012	30.12 R	202+81.23	Walmar/Home Depot Drive
DE10013	141.56	N 36°38'49.6" W	
DE10013	30.71 R	204+22.79	Walmar/Home Depot Drive
DE10014	12.77	N 9°46'59.4" E	
DE10014	40.00 R	204+31.55	Walmar/Home Depot Drive
DE10015	182.91	S 36°50'29.0" E	
DE10015	40.00 R	202+50.00	Walmar/Home Depot Drive
DE10016	61.36	S 35°12'11.8" E	
DE10016	48.00 R	202+00.00	Walmar/Home Depot Drive
DE10017	30.93	S 15°10'42.1" E	
DE10017	47.00 R	201+75.00	Walmar/Home Depot Drive
DE10018	30.79	S 6°08'55.8" E	
DE10018	45.00 R	201+50.00	Walmar/Home Depot Drive
DE10019	30.70	S 6°39'04.3" W	
DE10019	40.00 R	201+25.00	Walmar/Home Depot Drive
DE10020	18.34	S 1°08'11.6" W	
DE10002	40.00 R	201+06.85	Walmar/Home Depot Drive
REO'D EASW'T	5012.94 SF		
REO'D EASW'T	0.115 ACRES		
TOTAL LOT SIZE	10.262 ACRES		
SEE SHEET 2 & 3 OF 4			

HD DEVELOPMENT OF WARYLAND INC. REO'D TEMP. EASW'T. DE200

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10003	21.77 R	201+07.14	Walmar/Home Depot Drive
DE10000	28.50	N 87°56'10.5" W	
DE10000	6.73 L	201+07.60	Walmar/Home Depot Drive
DE10009	12.24	N 1°45'24.4" E	
DE10009	6.60 L	201+19.84	Walmar/Home Depot Drive
ARC LENGTH	158.85		
CHORD BEAR	N 17°26'42.6" W		
LNTH CHORD	155.90		
RADIUS	237.00		
DEGREE	24°10'31.7"		
DE10007	1.62 R	202+81.35	Walmar/Home Depot Drive
DE10006	183.66	N 36°38'49.6" W	
DE10006	2.38 R	204+65.00	Walmar/Home Depot Drive
DE10020	41.62	N 53°06'53.8" E	
DE10020	44.00 R	204+65.00	Walmar/Home Depot Drive
DE10021	22.11	S 67°39'31.6" E	
DE10021	55.31 R	204+46.00	Walmar/Home Depot Drive
DE10014	21.05	S 9°46'59.4" W	
DE10014	40.00 R	204+31.55	Walmar/Home Depot Drive
DE10013	12.77	S 9°46'59.4" W	
DE10013	30.71 R	204+22.79	Walmar/Home Depot Drive
DE10012	141.56	S 36°38'49.6" E	
DE10012	30.12 R	202+81.23	Walmar/Home Depot Drive
ARC LENGTH	177.96		
CHORD BEAR	S 17°26'42.6" E		
LNTH CHORD	174.65		
RADIUS	265.50		
DEGREE	21°34'49.2"		
DE10010	21.90 R	201+19.54	Walmar/Home Depot Drive
DE10003	12.39	S 1°45'24.4" W	
DE10003	21.77 R	201+07.14	Walmar/Home Depot Drive
REO'D EASW'T	11028.50 SF		
REO'D EASW'T	0.253 ACRES		
TOTAL LOT SIZE	12.548 ACRES		
SEE SHEET 2 & 3 OF 4			

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DATE	REVISIONS
11/29/16	REVISED PERMANENT EASEMENT TO TEMPORARY EASEMENT

DATE	REVISIONS

PEACHTREE CITY
DEPARTMENT OF ENGINEERING
RIGHT OF WAY MAP
PROJECT: SR 54 @ PLANTERRA WAY
COUNTY: FAYETTE
LAND LOT NO:
LAND DISTRICT:
GND 624
DATE 12/14/15 SH 4 OF 4

State of Georgia,

County of Fayette

APPRAISER'S AFFIDAVIT

Before the undersigned officer duly authorized to administer oaths appeared MICHAEL H. BIGGERS, who swears and deposes as follows:

1. Affiant was employed by the City of Peachtree City, Georgia to appraise Wal Mart/Home Depot Driveway of the SR 54 AT PLANTERRA WAY INTERSECTION IMPROVEMENTS, as prepared by Pond and Company for the City of Peachtree City, Georgia, dated December 14, 2015 and revised on November 29, 2016 for said City and makes this sworn statement to be used in connection with condemnation proceedings under the Official Code of Georgia Annotated Section 32-3-4 through 32-3-19, for the acquisition of said parcel.

2. Affiant is familiar with real estate values in said city and in the vicinity where said parcel is located. Affiant has personally inspected the property or right condemned and in appraising said parcel affiant took into consideration the fair market value of said parcel, as well as any consequential damages to remaining property of the Condemnees by reason of the taking and use of said parcel and other rights for the construction of said project, and any consequential benefits which may result to such remaining property by reason of such taking and use (consequential benefits, not, however, considered except as offsetting consequential damages). After said investigation and research, affiant has thus estimated that the just and adequate compensation for said parcel, and any consequential damages or benefits considered, is in the amount of \$9,130.00.

FURTHER AFFIANT SAYETH NOT.

Michael H. Biggers, Appraiser

Sworn to and subscribed before me
this _____ day of _____, 2017.

Notary Public

My Commission Expires: _____

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: Jon Rorie, City Manager 
Paul Salvatore, Financial Services Director *P.S.*
Angela Egan, Purchasing Agent 

FROM: Michael Madison, Stormwater Manager 

DATE: July 7, 2017

SUBJECT: Stormwater Pipe Rehabilitation Project – Pipe Group A
July 11, 2017 City Council Agenda

Recommendation: Staff recommends that City Council award the bid for the Stormwater Pipe Rehabilitation Project – Pipe Group A to Enviro Trenchless, LLC for their unit cost base bid amount of \$312,727.00 and approve an additional \$150,000.00 for additional stormwater pipe system rehabilitation.

Discussion: The existing storm drainage pipes selected for this Centrifugally Cast Concrete Pipe lining bid are exhibiting various types of structural degradation including severe invert corrosion, holes in the pipe inverts and failing pipe joints. In-place pipe rehabilitation is the best option for the observed structural degradation and failures in that it can be quickly installed and provides a structural component without having significant excavations and/or road closures. Therefore, staff solicited unit cost bids from qualified contractors to perform the rehabilitation work. The results of this bid are as follows:

Enviro Trenchless, LLC	\$312,727.00
Utility Asset Management	\$337,313.00
Ronny D. Jones Enterprises	\$362,090.00
Spiniello	\$419,445.00
Layne Inliner	\$483,525.00
Metra Industries	\$878,070.00

The unit cost base bid submitted by Enviro Trenchless was lower than the total project cost estimated by Staff. As a result of the budget surplus, Staff desires to take advantage of the lower unit costs within the Enviro Trenchless bid and add additional stormwater pipe segments to the rehabilitation project. As such, staff recommends (1) the award of this project to Enviro Trenchless for their unit cost base bid of \$312,727.00 and (2) approve the inclusion of \$150,000.00 for additional pipe lining.

Budget Impact: Sufficient funds in the amount of \$462,727.00 are budgeted in the SW Project Account #521-4250-541947.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: Jon Rorie, City Manager 
Paul Salvatore, Financial Services Director *P.S.*
Angela Egan, Purchasing Agent 

FROM: Michael Madison, Stormwater Manager 

DATE: July 7, 2017

SUBJECT: Stormwater Pipe Rehabilitation Project – Pipe Group B
July 11, 2017 City Council Agenda

Recommendation: Staff recommends that City Council award the bid for the Stormwater Pipe Rehabilitation Project – Pipe Group B to Utility Asset Management for their unit cost base bid amount of \$364,690.00 and approve an additional \$100,000.00 for additional stormwater pipe system rehabilitation.

Discussion: The existing storm drainage pipes selected for this Centrifugally Cast Concrete Pipe lining bid are exhibiting various types of structural degradation including severe invert corrosion, holes in the pipe inverts and failing pipe joints. In-place pipe rehabilitation is the best option for the observed structural degradation and failures in that it can be quickly installed and provides a structural component without having significant excavations and/or road closures. Therefore, staff solicited unit cost bids from qualified contractors to perform the rehabilitation work. The results of this bid are as follows:

Utility Asset Management	\$364,690.00
Ronny D. Jones Enterprises	\$384,020.00
Spiniello	\$385,960.00
Layne Inliner	\$516,096.00
Metra Industries	\$898,800.00

The unit cost base bid submitted by Utility Asset Management was lower than the total project cost estimated by Staff. As a result of the budget surplus, Staff desires to take advantage of the lower unit costs within the Utility Asset Management bid and add additional stormwater pipe segments to the rehabilitation project. As such, staff recommends (1) the award of this project to Utility Asset Management for their unit cost base bid of \$364,690.00 and (2) approve the inclusion of \$100,000.00 for additional pipe lining.

Budget Impact: Sufficient funds in the amount of \$464,690.00 are budgeted in the SW Project Account #521-4250-541947.