City Council of Peachtree City
Agenda
June 16, 2005
7:00 p.m.

I Prayer

II Pledge of Allegiance

III Announcements, Awards, Special Recognition
Remind Attendees to Turn Off Cell Phones
Recognize Employee of the Month – Matthew Myers
Recognize McIntosh Boys Soccer Team
Recognize Gabby Acuna for Service on Youth Council

IV Minutes
June 2, 2005, Regular Meeting Minutes

V Consent Agenda
1 Consider Ordinance Amendment Related to Hotel/Motel Tax Requirements

VI Old Agenda Items
05-05-04 Consider Extension of Moratorium on General Commercial (GC) Zoning Ordinance (Big Box)

VII New Agenda Items
06-05-06 Consider Master Lease/Purchase Agreement for Equipment
06-05-07 Alcohol License – New Owner – Peachtree City Shell
06-05-08 Consider Ordinance Prohibiting All Fireworks in Peachtree City
06-05-09 Consider Bids for Asphalt Paver
06-05-10 Consider Purchase and Installation of a Dump Truck Body

VIII Council/Staff Topics

IX. Executive Session

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

City Council of Peachtree City
Minutes of Regular Meeting
June 2, 2005
7·00 p.m.

The City Council of Peachtree City met Thursday, June 2, 2005, in the City Hall Council Chambers. Mayor Brown called the meeting to order at 7·05 p.m. Other Council Members present were: Stuart Kourajian, Steve Rapson, Judi Rutherford, and Murray Weed.

Announcements, Awards, Special Recognition

Mayor Brown recognized Chris Clark for his service on the Library Commission. Jesse Brooks of Public Works was recognized for 10 years of service. Peachtree City Firefighters Jim Kretchman, Jonathon Kempler, and Curt Ousley, and Fayette County Communications dispatchers Devon Darcy, Ashlee Koontz, Laura Johnson, and Tonya Woody were recognized for their efforts to revive a resident who was in full cardiac arrest. Jenni Learnard was recognized for her Earth Day Challenge. Learnard organized a litter pick up with the City's elementary schools. McIntosh High School teacher Dawn Burnette was recognized as the Fayette County Teacher of the Year The McIntosh Girls Varsity Soccer Team was recognized as the State 4A champion. Brown announced that the July 4th t-shirts were available at City Hall, the amphitheater, the library, and Kedron Fieldhouse.

Minutes

Rutherford moved to approve the May 5, 2005, regular meeting minutes as written. Rapson seconded. The motion carried unanimously

Rutherford moved to approve the May 19, 2005, regular meeting minutes as written. Rapson seconded. The motion carried unanimously

Monthly Reports

Brown noted that the City's population was currently 35,720 The Top Five accident sites for April were GA 54/GA 74, GA 54/Planterrra Way, GA 54/Huddleston Road, GA 74/Crosstown Road, and Aberdeen/Commerce Drive. Development permits were down significantly, 192 year-to-date in 2004 compared to 94 this year-to-date. Single-family permits were also down significantly, 177 year-to-date in 2004 compared to 62 this year-to-date.

Consent Agenda

1. **Consider Budget Amendments**
2. **Consider PIP Project Location Change**

Rapson moved to approve the Consent Agenda. Rutherford seconded. Weed removed Consent Agenda #2 for discussion. Rapson amended his motion to approve Consent Agenda #1 Rutherford seconded. The motion carried unanimously

Weed asked Leisure Services Director Randy Gaddo what the schedule was for other bathroom locations as well as the criteria. He noted that the All Children's Playground was not on the schedule until next year and it was very busy Gaddo said they had looked at the All Children's Playground first; however, the next location would be at the McIntosh Trail facility, based on the number of people using the park.

Rutherford moved to approve Consent Agenda #2, the PIP project location change. Rapson seconded. The motion carried unanimously

Old Agenda Items

05-05-10 Consider Change in Planning Assistant Position from Part-time to Full-time

Developmental Services Director Clyde Stricklin addressed Council. He requested that the part-time position be retained as originally authorized. Stricklin said they looked at the new schedule for the Comprehensive Plan update and adjusted the way the Planning Commission agenda was done. The changes would allow the position to remain part-time. The Planning Commission would consider planning applications at one meeting (the second Monday of each month) and meet with the Citizens Committee once a month (the fourth Monday of each month) and as required. Stricklin said they were preparing meeting notices to go out, and the Citizens Committee's first meeting would be held June 27

Rutherford expressed concern that the committee's first meeting was so late in June and the schedule for completion had been moved up by five months. The first meeting was supposed to have been three weeks after the appointments were made (May 5 Council meeting). Stricklin said staff was sending an information packet with a schedule to the committee members.

Rutherford moved to approve the request. Rapson seconded. The motion carried unanimously

05-05-12 Consider Rezoning – Ergle Tract, GA 74/Wisdom Road – AR to LUC

Brown noted there were additional documents on the dais – a document entitled "An Ordinance to Amend the Peachtree City Zoning Ordinance to Rezone Two Parcels at the Intersection of GA 74 North and Wisdom Road for a Commercial and Office Complex, and for Other Purposes," and an e-mail from the City Manager to Pam Dufresne dated June 2, 2005, with the subject, "Responses to questions from Bernie and meeting summary" Brown added the rezoning had been tabled at the May 19 meeting. The public hearing was held at the May 19 meeting.

Council was given several additional documents – a copy of the Delta Employees Credit Union (DECU) annual report for 2004 entitled, "Stronger Than Ever;" a letter from Steve McGill, president and CEO of Eastern Financial Florida Credit Union formerly Eastern Airlines Employees Credit Union, a site map of the DECU dated 5/25/05, and some color photos of the Ergle tract.

Jerry Peterson, the applicant's representative, said several issues had been raised at the last meeting, which had been discussed during the last two weeks. He pointed out that the proposed project was great, a good use for the commercial corner, a good tenant, a good company, good employees, and a good tax base. He went over a schematic buffer landscape plan for the buffer area with Council. He said the plan showed the types of vegetation, but was not specific. Peterson continued that he did not like the idea of a 300-foot long straight berm. He would prefer to have the berm meander rather than sit on the property line. There would be a maintainable slope on both sides without a steep slope. They would plant some evergreen buffer trees on both sides of the wall, with decorative landscaping in between to soften the fence. Trees would also be planted in the parking lot islands to provide coverage. Peterson said they had discussed types of fencing with the neighbors, but nothing had been decided. He said they were planning a two-to-three-foot berm with a four-to-five-foot fence on top of the berm.

Peterson said they had also discussed storm drainage with the neighbors. The storm drainage would not sheet flow into the residents' yards. There would be an underground retention pond. The engineering had not been done, but he anticipated the paving would slope to islands in the parking lot for pre-filtering, then flow underground. Peterson also had a rendering of the proposed building.

Brown asked where the cart path would be located. Peterson said the Fairfield neighbors preferred that the cart path come from across the road. There was a path that led to the Fairfield entrance. Peterson said they were open to any location. Rapson said the path location was up for discussion, but he preferred that the golf carts did not cross Wisdom Road a second time.

Weed asked, for the record, what would happen to the large oak tree located near one of the houses. He noted that 40% (TAPE) of the drip line was located under the house, and that tearing the house down would hurt the tree. He asked Peterson if he agreed with staff that nothing could be done to save the tree. Peterson agreed.

Rapson asked City Planner David Rast to go over the changes made to the rezoning. Rast said staff met with the design team and Fairfield residents to talk through their concerns. Rast said they were able to alleviate the residents' fears, as well as the unknowns about the project. Staff tried to incorporate solutions to Council's and the neighbors' concerns in the zoning ordinance.

Rast continued that one concern regarded the possibility of creating two zoning districts for the parcel. He said staff looked at modifying the LUC, but found there was a section in the OI zoning that listed OI properties with special conditions, such as the McWilliams property at the intersection of GA 74/Lexington Pass (Section 1005B 1). Staff reformatted the recommendation so the zoning for the entire parcel would be OI, but still incorporated the restrictions allowed under the LUC. Rast said Section 1005B.2 Ergle Tract could be added to the section on OI zoning. Rutherford asked Meeker if he had read the new section. Meeker said he had.

Rast said that Section 1005B.2(a) identified the parcels and had not changed. Section 1005B.2(b) identified the site plan as Attachment A. Section 10005B.2.1 Conformance with master plan specifically referenced the site plan submitted with the initial application. The site plan would be attached to the zoning and incorporated into the zoning ordinance.

Rast continued to Section 1005B.2.2 Permitted uses, which identified business, professional, and government office facilities. Businesses involving the rendering of a personal service on the premises in establishments having a size of 6,000 square feet or less were also a permitted use. Retail businesses involving the sale of merchandise and restaurants had been removed as a permitted use. Copy shops, secretarial services, and support retail would be allowed.

Non-permitted uses (Section 1005B.2.3) were the same, but (j) restaurants or food service establishments, and (k) bars had been added. He continued that when the Dalton West parcel was rezoned, staff met with the Fairfield residents, who did not want a restaurant. Their concerns included parking, late night overflow, smell from the dumpsters, and everything else associated with food service. Those concerns were incorporated into the zoning for the Dalton West tract, which was located immediately north of the Ergle tract. Staff's recommendation was that there be no restaurant, food service, or bars on the tract.

Rast noted that other requirements dealing specifically with the site plan were listed in Section 1005B.2.5 The maximum building size was not to exceed 37,600 square feet. Office Institutional zoning allowed a maximum 35-foot building height. Other districts had the clause "unless approved by the fire marshal." Rast said World Airways had gone through the variance process for its three-floor building. For this tract, staff recommended that the building height be limited to three stories, or 60 feet. The plan called for the building to be 58 feet, including the architectural element.

Rast said the first paragraph in Section1005B.2.5(c) had not changed, but a second paragraph addressing parking had been added in response to residents' concerns. Parking would be restricted to employees and visitors of the building tenants. The lot would be posted with signage to prevent overflow parking from other businesses in the area. The property manager would be in charge of the parking and towing.

Rast said Section 1005B.2.5(d) Landscape buffer had been added. Rast said the recommendation was to increase the minimum buffer to no less than 30 feet in width. He said the wider buffer could be accommodated without eliminating parking. The internal parking island would be deleted and the drive way would shift 10 feet further away from the property line. The stacking area for the drive-through and the ATMs would also be reduced.

Rast said they were not sure if the parking lot would be higher or lower than the existing grade. Wherever the finished grade was, a minimum of 10 feet of visual screening within the 30-foot buffer should be added. Rast said he had discussed this with the neighbors.

Once the landscape plan was developed, someone from staff would be on site with the contractor and look at the buffer area from the back of the adjoining residential lots. Rapson said he did not see the requirement. Rast said the language covered the minimum 10-foot screening. Rapson said he liked the proposal of a meandering berm and fence, but he wanted to ensure some flexibility, and there was none the way the ordinance was written. Rast suggested striking the first part about the berm and requiring an overall 10-foot visual screen. Rapson suggested replacing the four-foot berm with two-to-three-feet and the four-to-six-foot fence with four-to-five feet. He noted that the plan was at 10 feet. Rast asked if the conceptual buffer plan should be listed. Rutherford said the buffer plan would be Attachment B. The elevation for the building would be Attachment C.

Rast continued to the section on curb cuts, Section 1005B.25(e), which had not changed. He said the entrance would be shifted 10 feet further away if the 30-foot buffer was approved.

Rast addressed (g) Site lighting. He said the federal government set the three foot-candle illumination requirement for the parking lot and service areas. There was a type of lighting that was direct and would not flow off the property Staff added a paragraph to address the illumination on the property boundaries, which must not exceed 0.5 foot-candles. The light poles were limited to 14 feet in height within the parking areas adjacent to the subdivision. The lights in that portion of the parking lot would be required to be on a timer that turned the lights off at 11 p.m.

Brown asked if more light poles would be needed due to the height restriction. Rast said that, typically, it meant one or two more poles would be needed. With the foot-candles limited, more poles would be required. The lights would also be on a timer so that the only 24-hour lighting would be at the drive-through and at the ATMs.

Kourajian asked what it would take for the light measurement at the property line to be zero. Rast said he had spoken to some light consultants, and the site would have to be dark for the light measurement at the property line to be zero foot-candles. Kourajian asked where the zero foot-candle recommendation had come from. City Manager Bernard McMullen explained that the recommendation had been given to him, but the only way to attain a zero foot-candle measurement would be to have a complete buffer all around the property Kourajian asked if the 0.5 foot-candles would be at full foliage or zero foliage. Rast said the measurements would be taken twice during the year Kourajian said he was just ensuring that. Brown said the landscape lighting on the front of the building was a nice accent from the street. He did not want to put the landscape lighting at the front of the building on timers.

Rast said the references to signage and speakers had not changed. Staff recommended the business hours be 7 a.m.-7 p.m. to eliminate cars coming and going all night.

Rast said they had discussed the majority of changes with the applicant, but had not been able to discuss them with the neighbors.

Peterson addressed Section 1005B2.2 Permitted uses. He noted that the development was a credit union with a banking center He wanted to ensure that could be done since it could be bigger than 6,000 square feet. Peterson said the banking service might be general office rather than personal service, but he wanted to ensure the operation was allowed at more than 6.000 square feet. Brown suggested adding another use to the section that would make the use more specific. Rast pointed out that the development was a full-service branch, which was classified as a business office and was allowed. Rutherford noted that was an allowable use.

Peterson said they agreed with everything listed in Section 1005B.2.3 Uses not permitted, including restaurants and food service.

Peterson said a 20-foot buffer should be adequate. He said he could not do much more with 30 feet when it came to staggering trees. Rapson asked if that was a deal breaker Brown said a 20-foot buffer would leave more trees in the development and they would lose tree islands in the parking lot. Rapson said he wanted trees in the buffer. Peterson said they would not get into the existing vegetation with a 20-foot buffer. Kourajian asked if there was a buffer along Wisdom Road. Peterson said there was a City-owned buffer along Wisdom Road.

Rapson asked if a 25-foot buffer would still get trees in the parking lot. Rutherford said it should. Rast said the size of the islands would be reduced. Peterson said they needed to be careful since they might have to taper down the buffer due to the curb cuts. Rapson said they needed to add the following wording to the end of the section on buffers, "to include the entrance way to the Fairfield subdivision."

Kourajian asked who would be responsible to ensure the parking provisions were enforced. Peterson said the property owner was responsible for calling regarding any violations. Kourajian asked what would happen during the middle of night. Police Chief Jim Murray said that his officers could not do anything in private parking lots. Kourajian asked what he should do if he were a Fairfield resident. Peterson said the property manager would probably be local and should be called regarding any problems. Weed said they could put a contact number on the signage. Peterson said the parking restrictions were also important to the project owners. They did not want overflow parking and wanted to maintain a first class property

Peterson said they agreed with the conditions placed on lighting, but asked for a definition of adjacent. He said, to him, adjacent meant within 50 feet of the property line. Rapson said having timers on the lights within 50 feet of the property line was reasonable.

Peterson addressed the business hours. He pointed out that people might work late at any office, or there might be some shift or flex work. People could go to an office at any time. Rutherford agreed there should be limits on a retail business, but a person should be able to work in their office at any time. Brown clarified that the business hours applied to consumer traffic. He suggested consumer traffic be limited from 6 a.m.-9 p.m. Meeker suggested that the wording be "open to the public." Rutherford read the section with the revisions. Meeker asked if there was an exception for the ATMs. Kourajian said the ATMs were located outside the building.

Peterson said they would also like some flexibility on the maximum square footage. He noted that the atrium would be 3,000 square feet of space that could not be leased. He felt the designer would need ±10% on the square footage for flexibility in the design. Rapson told Peterson he already had two buildings. Peterson asked for a 40,000 square foot maximum just so the designer was not tied right to the number Kourajian said they could change the maximum square footage to 35,000 so +10% would be approximately 38,500 square feet. Rutherford said she would rather have an exact square footage not to be exceeded and suggested 39,000 square feet. Rapson said 38,000 was a deal breaker for him. Weed agreed to 39,000 square feet.

Rapson noted there was nothing in the ordinance about participation in the traffic signal. Stricklin said the intersection met the warrants for a light, according to the study; however, the DOT did not like how the study was done and said the right-hand turns should not be included. DOT said the City should focus on the Kedron issue. Stricklin said when the warrants were met the signal was required to go in. Rapson said the cost of the light should be covered by the SPLOST, but this development would bring more traffic. Rapson said the site would not participate in the cost of the light unless it was a condition. Peterson said they had participated by paying for the warrant study Stricklin noted that DOT had the same problem with both the Wisdom Road and Georgian Park intersections. If the right-hand turns were included, both intersections met the warrants now The traffic consultant was working with DOT on what to do if the intersection met the warrants once the development was completed. He said intersection improvements would cost approximately $112,000.

Rapson asked the applicant if they were willing to pay for additional traffic studies and a portion of the signal light. Peterson said they had already paid $9,000 for the traffic study that met the warrants without the development in place. They did not feel they should pay for the traffic signal. Rapson said he had never seen a business built at an intersection that did not participate in paying for signalization, whether it was warranted or not. Otherwise, the taxpayers had to pay for it. The City could re-direct the SPLOST to another project. Rutherford noted the businesses already located at the intersection and asked if they would have to pay for the light. She disagreed, saying it was not always done unless the Shell station and the restaurants had already pledged money towards a signal.

Weed asked Peterson if they would agree to pay for another traffic study Rapson said he would agree to the applicant paying up to $9,000 for another traffic study to ensure the light was put in place with SPLOST funds. Peterson said they would pay for another traffic study

Kourajian asked why the DOT would not put the light in now Stricklin said that taking the right-hand turns out of the study caused the numbers to drop just below the warrants. Stricklin said another study should be done after the development opened. Brown said right-hand turns were viable traffic in the intersection.

Rutherford said the cart path should come up the north side of Wisdom Road. While Rutherford understood why the residents did not want the cart path in that location, she did not want to have golf cart traffic crossing the road. She said they could ensure there was buffering on the Fairfield side of the path. This was a safety issue, and that was her priority Weed agreed. He said Council had done everything they could to accommodate the neighborhood, but this was a safety issue. Two crossings were more dangerous than one. Peterson said they would work with staff on the cart path issue. Rast noted there was a 25-foot greenbelt on the backside of the homes, as well as a power line easement. The power company obliterated everything in the easement every few years. Brown said the utility would make an exception for low growth plantings. Rast agreed. He added that the path, berms, and landscaping might keep them from doing that. The path should be kept as close as possible to Wisdom Road. Brown suggested to Peterson that the landscaping design have an area for the power company's trucks so they would not tear the plantings up to get into the easement area.

Peterson said they would like to do the second traffic study after the new buildings in Wisdom Pointe were completed. Council agreed that would be a reasonable time for a traffic study

Rapson moved to approve the ordinance with the following changes – change the property to OI as written; Section 1005B.2.5, the maximum building size would change from 37,600 square feet to 39,000 square feet; (d) the landscape buffer would change from 30 feet to 25 feet, to include existing tree islands, and the four-foot berm would change to a two-to-three-foot berm for height and the four-to-six-foot privacy fence would change to a four-to-five foot fence, and the last sentence would read, "to include landscaping to the existing dense vegetation;" (g) Site lighting, the word "adjoining" would be changed to "within 50 feet of the property line;" (l) Business hours, the wording "business hours" would change to "the hours open to the general public," and the time would change from 7 a.m.-7 p.m. to 6 a.m.-9 p.m., (m) the southside of Wisdom Road would change to the northside of Wisdom Road, and the applicant had also agreed to fund a traffic study not to exceed $9,000 that would be performed when staff deemed necessary Rutherford seconded. The motion carried unanimously

Weed thanked the developer and the neighborhood for working out a compromise.

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

06-05-01 Public Hearing – Consider Amendments to the Sign Ordinance

Brown noted there was an additional document on the dais – an unapproved excerpt from the Planning Commission minutes dated May 23, 2005

Meeker said staff had been reviewing the sign ordinance for several months, and there was not a more frustrating area of local government law to regulate. He pointed out that an 11th Circuit Court of Appeals decision made just days ago would affect the ordinance further.

Meeker continued that the industrial, office-institutional, and commercial sections were the same with the exception that the size and amount of window signs were decreased. The proposed changes affected private property and non-commercial temporary signs. Provisions had been made to allow window signs in apartments. An unlimited number of political signs could be posted at a residence from the time of qualification until after the election. Meeker said a temporary sign was permitted year-round subject to the square footage and height restrictions, but multiple signs were allowed only during political season.

Phyllis Aguayo told Council that the proposed amendments were unpleasant for a planned community She asked what was the nature of allowing a 16-foot sign in a residential area and why She questioned if the City was concerned the ordinance would be challenged.

Weed answered that a sign ordinance should never be done retroactively It was easy to defeat an entire sign ordinance if some part of the ordinance was unconstitutional. It was better to be proactive with First Amendment issues rather than reactive. Aguayo questioned if the proposed amendments brought the ordinance in line with the courts. Weed said yes. Brown said the City had essentially been working on the ordinance since 2003 When the County's ordinance was challenged, the concern became greater

Aguayo asked why a 16-foot sign would be allowed in a residential area. Rutherford agreed with Aguayo, but said that size was better than a billboard. Meeker explained that the typical tactic used by sign companies was to turn in six to seven billboard applications that would be turned down because of the ordinances. The company then sued on another element of the sign ordinance to try and get the entire ordinance set aside. The local government would then try to amend the ordinance, but the net result would be five billboards would go up. Waiting for applications to come in and acting after the fact could have bad consequences. He continued that the courts were reluctant to sever an entire ordinance at one time, but now the courts were striking ordinances down in entirety Weed added that the courts appeared to be swinging back in the other direction, but it was better to be safe than sorry

Meeker said he did not care for 16-foot signs in residential areas either, but the ordinance could not be significantly more restrictive on non-commercial signs than commercial signs. A case in North Florida concerned an ordinance that allowed billboards up to 500 square feet and restricted political, or non-commercial signs, to 32 square feet. Non-commercial signs could be 1/17th the size of commercial signs. The court said that was discriminatory and struck the ordinance as a whole. In the City, a single tenant in a commercial district could have a 32-foot sign. Multiple tenants could have a 50-foot sign. The signs for residential areas were half the size of commercial signs. Meeker told Council he felt safest with the proposed ordinance on the dais.

Rapson said he would not support 16 square-foot signs in residential areas. He suggested 1/8th of the commercial size, or four square feet. Meeker said he did not know what the courts would say He pointed out that Fayette County was blindsided by the decision on their case. The Georgia Supreme Court did not say this was the new path they were going down, but that was the conclusion drawn based on the Fayette County opinion. The 11th Circuit appeared to be more liberal than the Georgia Supreme Court based on its recent decision. What was currently on the City's books was susceptible to challenge. The net result of the new case out of the 11th Circuit was the City could not regulate anything other than the size and the size must be uniform. Having non-commercial signs at 50% of commercial signs was defensible and put the City in a better posture. He continued that 24 square-foot subdivision signs were allowed and that was an issue of marketing and identifying the subdivision. The ordinance should approximate that sign much as possible.

Weed pointed out that the City had one blessing. The City was a young, planned city with more homeowners' associations and restrictive covenants than other cities in the state. Most of the signs would not be allowed by the neighborhood covenants. Rapson said that gave him some comfort as well as apartment complexes that might prohibit signs in windows. Brown said that, at the end of the day, the issue was what was defensible in the court. The 11th Circuit was usually more conservative than other courts.

Meeker said he had one more change regarding the use of sign space on page 24, Section 66-20 He gave the Council a copy of the change. The change referenced the fact that anyone with a commercial sign could use the space for a non-commercial sign as well. His change added that the non-commercial sign must meet the requirements.

Rapson asked if they could approve the ordinance with the exception of the size of the residential signs. Meeker said they should consider the entire ordinance and make changes later

Rutherford moved to approve the new sign ordinance, including the amendment just given to Council for Section 66-20. Weed seconded.

Brown said the discussion started in 2003 after he read an ***Atlanta Journal-Constitution*** article on an attorney who had found a niche working for billboard companies. He sued towns over their ordinances. Brown said the court rulings were clear and the City had no choice.

Rapson said that approving the changes to the sign ordinance would be character changing for the City It was a quality of life issue and one of the things that made the City unique. Kourajian agreed with Rapson. He said he supported residential signs that were 1/8th the size of commercial signs.

Brown suggested including something in the ordinance about the fact that the City was a master planned community He pointed out that master planned communities were inherently different from the average city or town; however, they had to go by the rulings, which were pretty much coming out one-to-one.

Weed used an old attorney's saying that a lawsuit gave the opportunity to lose your skin to save your bones. He agreed the changes were not pretty, but they had to do the best they could to save their bones. Rapson said he understood the reasoning, but there were 35,700 residents with the same questions Aguayo had.

Kourajian asked if they were just trying to get to safer harbor Meeker said they were and that a one to two ratio was safer Kourajian said the smaller the sign the more defensible to him. Meeker said that from a free speech standpoint, he did not know whether being a planned community mattered. Brown pointed out this was a constitutional argument. Weed said the City's record was established and the City had tried to respond to the most recent legal precedents. There had been a thorough discussion, and Council had tried to accommodate the precedent the best it could. Bigger numbers were a safer harbor and were more accommodating.

Rapson suggested changing everything else, but keeping the residential signs at four square feet. Meeker said the City would be left with nothing until Council took some action on sign regulations. Rapson said they should leave what was currently on the books intact regarding the residential signs.

Brown said if the ratio was two-to-one, Council could always change the ordinance again if the courts shifted positions. Meeker said ordinances were fluid and could always change. There could be more drastic changes depending on the outcome of the Neptune Beach case.

Kourajian presented the question of whether a sign would be grandfathered if a resident put up a 16 square-foot sign when it was allowed and Council later changed the restriction to four square feet. Weed noted that the sign ordinance was a police powers ordinance, and no one could be grandfathered. Meeker said he had one caveat, the signs that had permits were grandfathered. Brown asked that the press receive a copy of the Neptune Beach case information.

The motion carried 3-2 (Kourajian, Rapson).

06-05-02 Consider Approval of Two Maintenance Technician 1 (Cartpath) Positions

Public Services Director Tom Corbett addressed Council. There were eight employees in this area, including the supervisor Eight employees were also assigned to street repair The City was purchasing a second paver that would be dedicated to cartpaths. He told Council there was a problem at the height of paving season when a lot of people were out on vacation during the time of year when the work was heaviest. Additional people would provide flexibility for a full crew to run high production. It was also difficult when people had to be pulled away due to emergencies.

Kourajian said his concern was funding. He said they should always look at right-sizing the staff. If there was work to do, then more people should be hired. McMullen said the positions would exist as long as the SPLOST funding was available. At the end of the SPLOST, the people filling the positions would be absorbed into the Public Works Department. The department averaged 10 vacancies a year over the last three years, and the people could be easily absorbed into a general funded vacancy

Kourajian said they were creating two spots for six years that would go away Rutherford questioned if the positions should be considered full-time temporary employees. Weed agreed. Rapson said neither person made a huge salary and would be kept through attrition. Rapson said they were tying the positions to a revenue stream. He said the bulk of the projects would be done over the next five years. If the voters saw the good that was done with the funds, then they might be willing to extend the SPLOST Rutherford agreed, but said the money might not be available for cartpaths if the SPLOST were extended and the positions should still be labeled as temporary full-time. Weed said they should treat the positions as they would positions funded by a grant. Grant money covered the positions for a specified period of time. Employees knew from the beginning that the positions would go away if the grant money went away In fairness, the employees should know upfront the positions were limited in time.

Corbett said six months before the end of the SPLOST funds, they would look at who would be retiring as well as other anticipated vacancies. He noted that there was a lot of work to do with the new cart path standards and the paths to be built. Rapson said people often worked at the lower paying jobs because of the benefits. There was a high turnover in those positions. A few might stay for years, and even retire, but Rapson said that was reason to make the positions full-time. Kourajian said there was no question the employees were needed, but questioned how they should be brought into the system. Rutherford said when the SPLOST was done, the jobs ended. If other slots were open, then the employees would fill those slots. Rutherford said the employees should be informed about this when they were hired. Kourajian said he agreed with Rutherford if they were talking about companies, but the employees would be individuals. Rapson said Fulton County had a classification system for employees paid through grants.

Weed asked what the difference was between full-time and temporary full-time. McMullen said he did not know if they could have temporary positions that lasted five to six years. Brown said it would have to be a contract position. Weed said the City did not have a classification for temporary employees that defined the benefits. McMullen said benefits were only available for full-time and part-time employees. Rutherford said she did not want to take away benefits, but there had to be an expectation that they would be out of a job when the SPLOST was depleted. Meeker said the employees could be informed that, as the SPLOST funding ran out, the positions would be eliminated. Weed agreed that, in fairness to the employees, they should know the positions were not long-term. Rutherford said those employees would apply for the full-time jobs that came open and they would keep retraining people. McMullen said that, as long as staff planned six months to 10 months out for the position losses, the employees could be moved into the vacancies that occurred.

Rutherford moved to approve the hiring of two Maintenance Technician 1 positions. Rapson seconded.

Kourajian asked if the new Council would know about the positions. Weed said that it would be in the minutes. He added that, for the next six years, the offer letters would reflect that the positions were of limited duration.

Public Information Officer/Deputy City Clerk Betsy Tyler told Council that Human Resources kept a constantly updated list of approved positions. She said the positions could be designated as regular positions, but limited to the duration of the SPLOST funding. Rapson added that they could not make a determination for other Councils.

Weed asked if the department was fully staffed and if there were two people who could do the work. McMullen said two other positions were needed in addition to the current staff. Tyler said there was one maintenance technician position open in Public Services, but the cart path crew was currently full.

The motion carried unanimously

06-05-03 Consider Tinsley Mill Agreement for FEMA Grant Match

Stricklin said the request was for an agreement with the Tinsley Mill Homeowners Association to provide a 25% match for a grant they applied for with the City's endorsement. The grant amount was $167,437.50 in federal disaster funds. The match was $55,812.50 The funds would provide for work to help with flooding problems.

Rutherford moved to approve the Tinsley Mill agreement so they could get the FEMA grant and they would pay the match. Weed seconded.

Kourajian asked how much time it would take for someone to manage the money Stricklin said someone in Purchasing would follow up Stricklin said it was mostly an accounting procedure to make sure the information they submitted was properly documented. Brown asked who was responsible for the engineering review Stricklin said Integrated Science and Engineering would do that. Kourajian asked how much time it would take. Financial Services Director Paul Salvatore said the time would be minimal. Stricklin said it should not take more than a few hours a week.

The motion carried unanimously

06-05-04 Consider Ordinance Prohibiting Heavy Trucks on Kelly Green, Terrane Ridge and Planterra Way

Chief Murray told Council that large trucks using Planterra as a cut-through due to the road construction on GA 54 were creating a danger for the residents. He said the brick pavers used on the crosswalks in the subdivision were also getting damaged.

Weed moved to approve the amendment. Rutherford seconded. The motion carried unanimously

Kourajian asked Murray what was considered a heavy truck. Murray said 12,000 pounds or larger. The signage would read "No through trucks."

06-05-05 Discussion of Annexation Policy
Rapson asked for this item to be placed on the agenda. He said he wanted to clarify some things. He read the motion from the March 3, 2005, meeting minutes that allowed John Wieland Homes to move forward with the annexation study Rapson said he had heard many rumors about mixed use and the number of homes that would be allowed. He said staff was working on the plan specified in the motion, which limited the project to 360 homes.

Rapson continued that he would like a requirement added to Phase One that applicants had to wait six months to submit another application if an annexation application request was denied. Rutherford clarified that Council did not deny the Wieland application the first time. Rapson said he realized that, but wanted to have a process if an application was denied in the future.

Staff was directed to work on a change to the annexation policy ordinance. Meeker said this would be a text change to the zoning ordinance and was required to go to the Planning Commission and to be advertised.

Council/Staff Topics
Kourajian asked about the status of the Three Dollar Café. Stricklin there were construction delays.

Kourajian asked for a TDK update. Stricklin reported he had a meeting scheduled next week with the FAA on TDK Boulevard. Rapson stressed that the City was doing nothing to slow the progress on the project.

Brown said he had a personnel issue for executive session. Weed moved to convene in executive session to discuss a personnel matter Rapson seconded. The motion carried unanimously

Rapson moved to reconvene in regular session. Rutherford seconded. The motion carried unanimously

There being no further business to discuss, Rapson moved to adjourn the meeting. Rutherford seconded. The motion carried unanimously The meeting adjourned at 10·05 p.m.

Betsy Tyler, Deputy City Clerk

Stephen D Brown, Mayor

Pamela Dufresne, Recording Secretary

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA. **City Manager**
Assistant City Manager
Financial Services Director

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

DATE: **June 8, 2005**

SUBJECT **Amendment to Hotel/Motel Tax Requirements**
June 16, 2005 Council Agenda

Recommendation:

Adopt the attached ordinance amendment that identifies the paragraph in O C.G.A. 48-13-51 (a) that provides the City with the authority to collect hotel/motel tax.

Discussion.

The Department of Community Affairs has revised the rules governing hotel/motel reporting requirements to require that each municipality collecting hotel/motel tax identify, in their ordinance, the applicable authorizing paragraph in O C.G.A. 48-13-51 (a). The proposed amendment identifies paragraph 3 4 as the authorizing paragraph for Peachtree City's collection of hotel/motel taxes. This amendment is an administrative change made necessary by the change in DCA reporting requirements. It in no way affects the amount of tax collected or the process used to collect the tax. The City Attorney has reviewed the proposed ordinance and concurs with the proposal.

Budget Impact:

None

Attachment

ORDINANCE # _______

AN ORDINANCE TO AMEND SECTIONS 74-163 AND 74-164 OF THE CODE OF ORDINANCES OF THE CITY OF PEACHTREE CITY, GEORGIA REGARDING THE IMPOSITION AND RATE OF HOTEL/MOTEL TAXES COLLECTED WITHIN THE CITY AND COLLECTION AND USE OF PROCEEDS OF THE TAX, TO REPEAL CONFLICTING ORDINANCES, AND FOR OTHER PURPOSES

BE IT AND IT IS HEREBY ORDAINED BY CITY COUNCIL OF THE CITY OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that:

Section 1. That Section 74-163 of the Code of Ordinances of the City of Peachtree City, Georgia, as amended, is hereby further amended by re-adopting said section in its entirety, said section to read and to be codified as follows:

Section 74-163. Imposition and rate of tax.

There is imposed and there shall be paid a tax of six percent (6%) of the rent for every occupancy of a guest room in a hotel in the City pursuant to the parameters set forth in O C.G.A. § 48-13-51(a)(3.4) and as may be amended. The tax imposed by this Article shall be paid upon any occupancy on and after the date of this ordinance, although such occupancy is made prior to such date, or is pursuant to a contract, lease, or other arrangement prior to such date.

Section 2. That Section 74-164 of the Code of Ordinances of the City of Peachtree City, Georgia, as amended, is hereby further amended by deleting said section in its entirety and inserting in lieu thereof a new Section 74-164, said section to read and to be codified as follows:

Section 74-164. Collection generally; proceeds of the tax.

(a) ~~(a)~~ Every operator maintaining a hotel in this city and renting guest rooms in this city not exempted under this article shall collect a tax at the rate established in Section 74-163 from the occupant.

(b) The proceeds of the tax collected pursuant to this Article shall be used in accordance with O.C.G.A. § 48-13-51(a)(3.4).

Section 3. All ordinances or parts thereof which conflict with the provisions of this ordinance are, to the extent of such conflict, hereby repealed.

Section 4. Should any provision of this ordinance be declared invalid by a Court of competent jurisdiction, such decision shall not affect the validity of this ordinance as a whole or any provision thereof other than the provisions specifically declared to be invalid. The City Council declares that it would have passed this ordinance and each subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more subsections, sentences, clauses or phrases may be declared invalid.

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

This _______ day of June, 2005

____
Stephen D Brown, Mayor

____

____

____

____

Attest: ______________________________
City Clerk

DAVIS & MEEKER, L.L.C.

ATTORNEYS AT LAW

6631 WATSON STREET

UNION CITY, GEORGIA 30291

(770) 964-0228
FAX (770) 964-9730

THEODORE P MEEKER, III
E-MAIL: tmeeker@fairburn.com

TO· Mayor and Council
City of Peachtree City

FROM. Theodore P Meeker, III
City Attorney

DATE. June 9, 2005

RE. Moratorium on Commercial Structures over 32,000 square feet

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On March 19, 2005, the Council adopted a moratorium on this issuance of building permits, or receipt of site plans, which reference or pertain to commercial structures in excess of 32,000 square feet. That moratorium has been extended one time, and is scheduled to expire on June 19, 2005 Since that date, staff has been coordinating with a planning consultant so as to examine the need for the City's current "Big Box" regulations, and to provide planning support for such regulations.

The City Manager and I have met with the consultant. Due to his previously scheduled vacation plans, his review has been partially delayed. We are expecting a response from the consultant by the end of this month.

While this issue is still under review, it is my recommendation that Council renew the moratorium for an additional forty-five (45) days. The extension of the moratorium should be sufficient to further analyze this issue, and to make a recommendation to the Planning Commission and City Council regarding the regulations.

The moratorium resolution will be identical to the original resolution that was discussed and adopted by the City Council on March 19, 2005, with the addition of language rescinding the moratorium upon adoption of a new ordinance.

TPM/bf

CITY OF PEACHTREE CITY
STATE OF GEORGIA

RESOLUTION No. __________

A RESOLUTION TO ADOPT A MORATORIUM ON THE ACCEPTANCE OR APPROVAL OF APPLICATIONS FOR BUILDING PERMITS FOR COMMERCIAL STRUCTURES IN THE GENERAL COMMERCIAL (GC) ZONING DISTRICT IN EXCESS OF 32,000 SQUARE FEET, OR THE ACCEPTANCE OR APPROVAL OF CONCEPTUAL SITE PLANS, OR FINAL SITE PLANS WHICH REFERENCE OR INCLUDE COMMERCIAL STRUCTURES IN EXCESS OF 32,000 SQUARE FEET WITHIN THE CITY OF PEACHTREE CITY, GEORGIA, TO REPEAL CONFLICTING LAWS AND RESOLUTIONS, TO PROVIDE FOR SEVERABILITY, AND FOR OTHER PURPOSES

WHEREAS, the City Council of the City of Peachtree City, Georgia, is the duly authorized governing body of the City; and

WHEREAS, decisions by the City Council are binding law upon all persons within the corporate boundaries of the City of Peachtree City, Georgia; and

WHEREAS, the City Council of the City of Peachtree City has adopted regulations for commercial structures within the General Commercial (GC) zoning district, limiting the size of such structures to be occupied by any single use, owner, occupant or tenant that exceeds 32,000 square feet, as codified in the Zoning Ordinance of the City of Peachtree City; and

WHEREAS, the City Council of the City of Peachtree City desires to review and potentially revise and amend the regulations applicable to commercial structures to be occupied by any single use, owner, occupant or tenant that are in excess of 32,000 square feet within the General Commercial (GC) district; and

WHEREAS, the City Council will refer to the Planning Commission and staff for a review of the regulations applicable to commercial structures within the General Commercial (GC) district and the requirements for the construction thereof and determine if a revision to the Zoning Ordinance of the City of Peachtree City is necessary; and

WHEREAS, the Planning Commission should consider the review at its July 2005 meeting and the City Council should consider the report of the Planning Commission in July 2005, and

WHEREAS, the City Council has determined that it is in the best interest of the citizens and property owners in the City of Peachtree City that a moratorium on the acceptance of applications for, or the issuance of, building permits for new construction of commercial structures to be occupied by any single use, owner, occupant or tenant in excess of 32,000 square feet within the General Commercial (GC) zoning district, and the acceptance or approval of conceptual or final site plans for developments zoned General Commercial (GC) upon which a commercial structure to be occupied by any single use, owner, occupant or tenant in excess of 32,000 square feet is indicated, be adopted during the pendency of the review and consideration of and the possible adoption of a text amendment to the Zoning Ordinance for the City of Peachtree City

THEREFORE, BE IT RESOLVED that the City Council of Peachtree City does hereby impose a moratorium on the acceptance and approval of applications for building permits for commercial structures within the General Commercial (GC) zoning district to be occupied by any single use, owner, occupant or tenant in excess of 32,000 square feet, and upon the acceptance and approval of conceptual site plans and final site plans for parcels zoned General Commercial (GC) and upon which it is indicated that any commercial structure to be occupied by any single use, owner, occupant or tenant will be in excess of 32,000 square feet, for a period of forty-five (45) days from the date of adoption of this resolution, or until such time as revisions to the General Commercial (GC) zoning district be adopted by the Mayor and Council, whichever occurs first;

BE IT FURTHER RESOLVED that this moratorium shall not apply to any applications for building permits received by the City as of the date of this Resolution for commercial structures to be occupied by any single use, owner, occupant or tenant in excess of 32,000 square feet, or to any applications for building permits received by the City for commercial structures within the General Commercial (GC) zoning district to be occupied by any single use, owner, occupant or tenant in excess of 32,000 square feet which are located in a development for which the conceptual site plan and/or the final site plan for such development has been approved as of the date of this Resolution, provided that such structure(s) was indicated on the approved conceptual or final site plan.

IT IS SO RESOLVED, this _____ day of June, 2005

ATTEST

City Clerk	Steve Brown, Mayor
	Judi-ann Rutherford, Council-member
	Stuart Kourajian, Council-member
	Steve Rapson, Council-member
	Murray Weed, Mayor Pro-Tem

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO· **Mayor and City Council**

VIA. **City Manager**
Assistant City Manager

FROM. **Financial Services Director** PS

DATE: **June 9, 2005**

SUBJECT· **Lease/Purchase Agreement for Equipment**

June 16, 2005 City Council Meeting

Recommendation.
Approve the Master Lease/Purchase Agreement with the Peachtree City Governmental Finance Corporation (lessor) and assignment of the lessor's interest therein to All Points Capital Leasing Corporation. Authorize other actions consistent with the execution of these agreements, such as signing the agreements, completing tax documents, and executing loan draw-downs consistent with the approved budget and intent to finance resolution.

Discussion:
Council has already taken action to accept the bid quoted by this firm. We now need to put formal agreements in place in order to conduct transactions. The City Attorney has reviewed and approved all the attached documents pertaining to this issue.

Budgetary Impact:
All Points Capital will pay all legal fees for the creation of these documents. There are sufficient funds available in the Debt Service Fund Budget to cover the annual premium of $2,270 for the Director's & Officer's liability policy for the Peachtree City Governmental Finance Corporation.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council**

VIA: **City Manager**
Assistant City Manager

FROM: **Deputy City Clerk**

DATE. **June 8, 2005**

SUBJECT: **Alcohol License – NEW OWNER – Peachtree City Shell**
June 16, 2005, Regular Meeting

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

Discussion:
Peachtree City Shell, 307 Highway 74 North, has submitted an application for a change to the alcoholic beverage license. Mr Christopher Verdon has requested he be appointed as the Licensee and as the License Representative Mr Verdon's company, Verdon Enterprises, Inc., is taking over the lease for the Shell station. Mr Verdon will attend the meeting on Thursday, June 16th, to answer any questions you may have.

Budgetary Impact:
The change in Licensee and License Representative will have no impact on the budget.

JSM:pd

Attachments

PEACHTREE CITY
PLAN TO STAY™

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

Application For Alcoholic Beverage License

Business Name: dba Peachtree City Shell Verdon Enterprises Inc	**Business Location:** 307 N Hwy 74	
Nature of Business: Retail Convenience Store	**Mailing Address:** 307 N Hwy 74 Peachtree City 30269	**Business Phone Number:** (770) 632-7101
Name of Licensee: Christopher Verdon	**Home Address:** 1500 Dolly Nixon rd Senoia Ga 30276	**Home Phone Number:** (770) 599-1659
Name of License Representative: Christopher Verdon	**Home Address:** 1500 Dolly Nixon rd	**Home Phone Number:** (770) 599-1659

Please indicate type of licenses applying for:

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

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

NAME Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.	**ADDRESS** Please provide Home Addresses for the individuals listed:	**PHONE NUMBERS** Please provide Home and Business Phone Numbers for individuals listed:
Christopher Verdon	1500 Dolly Nixon rd Senoia	(770) 599-1659
Verdon Enterprises Inc	307 N Hwy 74 Peachtree City	(770) 632-7101

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

If YES, Please Provide Name of Employee: ____________________

PEACHTREE CITY
PLAN TO STAY™

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

State of Georgia

City of Peachtree City

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

Christopher Verdon
Name

1500 Dolly Nixon Rd.

Senoia, GA 30276
Address

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

James V. Murray
Signature

June 1, 2005
Date

Major R.M. Durham
Witness

City of Peachtree City
Inter-office Memo

TO·	Mayor Brown and Members of Council
VIA.	City Manager, ATTN Mr Bernie McMullen Assistant City Manager, ATTN Mr Colin Halterman Chief of Police, ATTN: Chief Murray Director of Leisure Services, ATTN Randy Gaddo Building Official, ATTN: Tom Carty Code Enforcement, ATTN Tammi Babb City Attorney, ATTN Ted Meeker
FROM	Stony Lohr, Fire Chief John Dailey, Fire Marshal
SUBJECT	Consumer Fireworks and Sparklers *June 16, 2005, Council Meeting*

Recommendation Staff recommends that Council approve an amendment to local ordinance banning sale, storage, possession, use, distribution or sale of consumer fireworks, including sparklers, in Peachtree City

Discussion. 1 The Georgia legislature recently passed Senate Bill 133 which has redefined what is allowed by the State of Georgia in terms of fireworks. Specifically, O C G.A. 25-10-1 (a)(1) states that the term "fireworks" "means any combustible or explosive composition or any substance or combination of substances or article prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration or detonation, including blank cartridges, balloons requiring fire underneath to propel them, firecrackers, torpedos, skyrockets, Roman candles, bombs, sparklers, and other combustibles and explosives of like construction, as well as articles containing any explosive or flammable compound or tablets and other devices containing an explosive substance "

2. O C G.A. 25-10-1 (b) as changed by SB133 then specifies that the term 'fireworks' shall not include "(1) Model rockets or model rocket engines, designed, sold and used for the purpose of propelling recoverable aero models, toy pistol paper caps in which the explosive content averages 0.25 grains or less of explosive mixture per paper cap or toy pistols, toy cannons, toy canes, toy guns, or other devices using such paper caps, nor shall the term 'fireworks' include ammunition consumed by weapons used for sporting an hunting purposes, and (2) Wire or wood sparklers of 100 grams or less of mixture per

item, other sparking items which are non-explosive and non aerial and contain 75 grams or less of chemical compound per tube or a total of 200 grams or less for multiple tubes, snake and glow worms; trick noise maker which include paper streamers, party poppers, string poppers, snappers, and drop pops each consisting of 0.25 grains or less of explosive mixture "

3. Sparklers are commonly provided in 8, 24 and 36 inch lengths. They consist of various chemicals and powdered metals that typically burn at temperatures in excess of 1,000 °F Many are advertised as burning like a torch for 2.5 to 4 5 minutes. For perspective, 100 grams is equivalent to 1,543 grains (vice a maximum of 0.25 grains for other permitted devices), or 3.53 ounces, or 0.22 pounds.

4 Rockdale County, Covington and Forest Park have already approved local ordinances banning fireworks including sparklers. Henry County and its cities expect to pass similar bans on June 20th. Numerous other local jurisdictions in Georgia are in the process of approving similar bans because of safety concerns. Copies of the Covington Ordinance were provided to all jurisdictions who recently attended the Georgia Association of Fire Chiefs Conference in Savannah.

5 The sale, possession, use or distribution of consumer fireworks, including sparklers is opposed by the Georgia Fire Service and a national coalition consisting of the National Fire Protection Agency (NFPA), the American Academy of Opthalmology, the American Association for Hand Surgery, the American Burn Association, the American College of Emergency Physicians, the International Association of Fire Chiefs, the International Association of Firefighters and the National Association of State Fire Marshals. Two articles describing the effects of fireworks, including sparklers, are attached.

6. Georgia has documented 285 fires associated to fireworks between the years 1998-2003. Number of injuries associated to fireworks remains very low with only two documented from 1998-2003 However the U S. Consumer Product Safety Commission (USPSC), 2003 Fireworks Annual Report, shows injuries from sparklers at 700 Of those 700 injuries reported, the age groups are as follows:

Ages 0-4 = 400 Injuries
Ages 5-14 = 100 Injuries
Ages 25-44 =100 Injuries
Ages 45 + = 100 Injuries

7 Further data also reveals the following injury information from the use of sparklers:

300 Injuries to hands and fingers
500 Injuries to the legs

8 The fire department has given much consideration regarding what our recommendations should be for the city One such discussion has been to require annual permits of retailers to allow them to sell fireworks, while requiring them to meet all specific requirements found in NFPA 1124, Code for the Manufacture, Transportation, Storage, and Retail Sales of Fireworks and Pyrotechnic Articles, 2003 Edition. Some of the existing stores may not meet minimum fire safety requirements simply by the introduction of fireworks. It is the judgment of the Fire Marshal that in many cases a building permit may need to be generated in order to construct an area solely for the storage and sales of fireworks.

9 While the new state law specifies that a person must be 18 years of age to purchase sparklers, it does not address further use or distribution of those sparklers. The fire department and Fire Marshal's office does not have the manpower to oversee security measures used and exercised by the merchants and proper usage after a sale. We believe that is also true of the Police Department and Code Enforcement.

10 Staff is concerned about the potential of fires being spread through natural settings within the city along cart paths. The city fire department and police departments have both spent many hours following up on fires that occur along cart paths and are believed to have been started by carelessness and or mischievous activity By allowing fireworks, staff believes that this situation will worsen.

11 At this time literally tons of sparkler materials are being prepared for shipment to various retail outlets in the City The simple density of these materials coupled with ready access at almost every local retail store and gas station will insure a significantly increased probability of personal injuries and property damage.

BUDGET IMPACT. There is no budget impact other than that precluding easy direct access to literally tons of sparklers will negate the need to expend more resources trying to enforce essentially non-enforceable community safety requirements and expending additional resources responding to emergencies involving personal injury and property damage due to sparklers.

Ordinance Number ________

AN ORDINANCE TO AMEND CHAPTER 38, FIRE PROTECTION AND PREVENTION, OF THE PEACHTREE CITY CODE OF ORDINANCES TO ADD A NEW CODE SECTION 38-40 TO PROHITIT FIREWORKS, TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that Chapter 66, Signs, of the Code of Ordinances be repealed in its entirety and amended as follows:

WHEREAS, the City of Peachtree City's Department of Fire and Emergency Services has been charged with the prevention of fires and safety training for the public; and

WHEREAS, the State of Georgia previously prohibited the sale of all fireworks in the state; and

WHEREAS, the State of Georgia recently passed law signed by the Governor effective May 3, 2005 legalizing the sale of sparklers and similar devices up to 200 grams of combustible mixture; and

WHEREAS, the Fire Chief has made a determination that it is in the best interest of citizens of the City of Peachtree City to continue the prohibition on the sale of fireworks within the city limits.

NOW, THEREFORE, be it Ordained by the Mayor and City Council of the City of Peachtree City that Article II, Chapter 38 of the Code of Ordinance be amended by adding Section 38-40 as follows

Section 38-40. Fireworks Prohibited.

(1) 'Fireworks', as used in this section, means any combustible or explosive composition or any substance or combination of substances or article prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration, or detonation, including blank cartridges, balloons requiring fire underneath to propel them, firecrackers, torpedoes, skyrockets, Roman candles, bombs, sparklers, and other combustibles and explosives of like construction, as well as articles containing any explosive or flammable compound and tablets and other devices containing an explosive substance. The term 'fireworks' shall not include model rockets and model rocket engines, designed, sold, and used for the purpose of propelling recoverable aero models; toy pistol paper caps in which the explosive content does not average more than *0.25* grains of explosive mixture per paper cap; nor toy pistols, toy cannons, toy canes, toy guns, or other devices using such paper caps; snake and glow worms; trick noise makers which include paper streamers, party poppers, string poppers, snappers, and drop pops each consisting of *0.25* grains or less of explosive mixture; nor shall the term 'fireworks' include ammunition consumed by weapons used for sporting and hunting purposes.

(2) It shall be unlawful for any person, firm, corporation or other entity to distribute, sell, offer to sell or use, explode, cause to be exploded, possess, manufacture, transport or store any fireworks within the corporate limits of the city, except as may be permitted under the provisions of Section 3308 of the International Fire Code, *2003* edition, a copy of which is maintained for public inspection during business

hours at the offices of the City of Peachtree City Department of Fire and Emergency Services, 105 Peachtree Parkway North, Peachtree City, Ga. 30269

(3) It shall be unlawful for any person, firm, corporation, association, or partnership to offer for sale at retail or wholesale, to use or explode or cause to be exploded, or to possess, manufacture, transport, or store any fireworks, except as otherwise provided in this Code Section.

(4) It shall be unlawful to use any items defined in paragraph (1) indoors.

(5) Notwithstanding any provision of this chapter to the contrary, any person, firm, corporation, association, or partnership who or which knowingly violates subsection (2) or (3) of this Code Section may be punished by a fine not to exceed $100.00 Each sales transaction in violation of subsection (2) or (3) of this Code Section shall be a separate offense.

<u>Section 1.</u> If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional for any reason by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance and such remainder shall remain in full force and effect.

<u>Section 2.</u> This Ordinance shall be in full force and effect immediately upon and after its final passage. Done, Ratified, and Passed this 2nd day of June 2005

____
Stephen D Brown, Mayor

____

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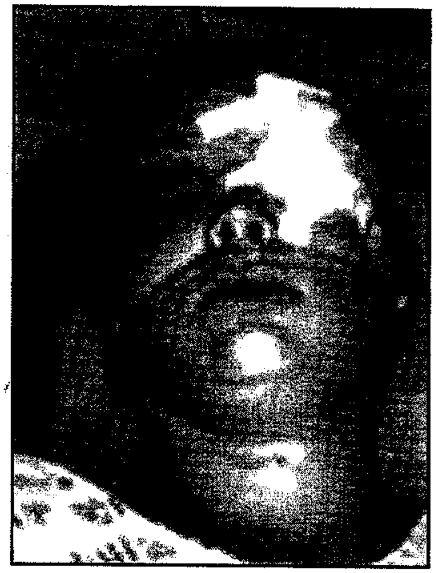
Attest: ____________________________
City Clerk

The Long Road Back

Consumer Fireworks Can Cause Instant and Lasting Devastation

By Margie Coloian



Stacy Miller in the last photo taken before her accident, left, and recovering in the hospital after the shell exploded in her face.

Stacy Miller of Douglassville, Pennsylvania, was a 22-year-old nurse when a 9-inch mortar shell exploded in her face during a fireworks display at a picnic, blinding her for life. The explosion took off part of her skull and her left eye was removed days after the accident as it had imploded. She has no sense of smell or taste because the impact caused her sinus cavity to explode. The rehabilitation that followed tells only part of the story of how quickly destructive consumer fireworks can turn a vibrant life upside down.

"It took off my face," Stacy now 26, told attendees at an NFPA-sponsored press conference on July 1 at the National Press Club in Washington, D C. Bravely, she relived the moment the soccer-ball-sized shell knocked her down after traveling more than 100 yards.

"I hate fireworks," she says.

The press conference was the second held in as many years by the fireworks coalition NFPA formed with the American Academy of Pediatrics in 2002 to ask the public not to use these devices, most of which are deployed during the Independence Day holiday At this year's conference, NFPA was joined by nine other fire and health advocate organizations, up from six last year.

Today the coalition also includes the American Academy of Ophthalmology, the American Association for Hand Surgery, the American Burn Association, the American College of Emergency Physicians, the International Association of Fire Chiefs, the International Association of Fire Fighters, and the National Association of State Fire Marshals.

Stacy's remarks began to etch out the long road back to the life she knew As she began, every reporter was glued to her, eager to learn about the lesser-known side of fireworks, devices once believed to be harmless symbols for patriotic celebration. Safety advocates know better.

"I don't think that serious injury is as American as apple pie, especially when it's avoidable," says Jim Shannon, NFPA president. "We have studied the relevant statistics, looking at injuries and death. For decades, we have known these devices are unsafe." Since 1910, NFPA has crusaded against the use of consumer fireworks, urging everyone to attend public displays of fireworks put on by trained professionals.

Every year, consumer fireworks maim and kill thousands of adults and children. The day before NFPA's press conference, the Consumer Product Safety Commission (CPSC) issued its fireworks injury statistics for 2003 showing injuries to be up from 8,800 in 2002 to 9,300

In 1999 the last year for which data is available, NFPA counted 24,200 fires caused by fireworks, resulting in 12 deaths and 55 injuries. NFPA has collected the data on fires caused when consumers use fireworks year after year, says Shannon.

While groups such as CPSC offer consumers safety tips for fireworks use, the coalition stands firm in condemning any use of fireworks by the public under any circumstance.

Shannon continued by pointing out the legal ages for buying fireworks in some states.

"In certain states—among them Texas, North Dakota, Mississippi, and Arkansas—children as young as 12 are permitted to buy these things without parental permission," he says. And if you think that's bad, Tennessee will let your ten-year-old buy them."

Also speaking was Virginia State Fire Marshal Ed Altizer, representing the International Fire Marshals Association (IFMA), who referred to devices from an inert fireworks board, discussing the power of the individual items.

Joseph Wright, MD MPH, from the American Academy of Pediatrics, works at Children's National Medical Center in Washington, D.C., He says that the Fourth of July weekend poses for him and the emergency room 'the busiest weekend of the year." In particular, he said, sparklers, which burn an excess of 1,000°F, will injure many children

Continues on page 35

AH #1

Continued from page 33

under the age of five. In fact, he said, about half of the 1,500 people injured by sparklers in 2002 were children younger than five years old.

Dr. Stuart Dankner, from the American Academy of Ophthalmology, a pediatric ophthalmologist and assistant professor of ophthalmology at Johns Hopkins University in Baltimore, grew frustrated with the yearly injury count. "Why can't we just ban these devices once and for all?" he asks.

After the press conference, the participants went home to ready for the long holiday weekend. The 2004 count was just beginning. The question was just how many would be injured or killed by fireworks this year?

Stacy Miller is adjusting to her new life. But she'll never be a nurse again. She will never be able to clearly see her six-year-old son. She will never be as independent as she once was. All because someone s idea of fun went horribly wrong.

Fireworks statistics

The U S Consumer Product Safety Commission (CPSC) staff's annual analysis of data on fireworks-related deaths and injuries includes a summary of CPSC enforcement activities during that year. CPSC has reports of six deaths associated with fireworks during 2003 Four deaths were associated with aerial fireworks. The other deaths occurred in fires that were started by fireworks.

In addition, an estimated 6,800 fireworks-related injuries were treated in U S. hospital emergency departments during the one-month study period surrounding the Fourth of July, 2003 (June 20 through July 20, 2003). CPSC staff estimated that there were 5,700 injuries during 2002.

CPSC also reports that injuries to children were a major component of total fireworks-related injuries with children under 15 accounting for almost half the estimated injuries.

According to NFPA statistics, from 1995 to 1999, an annual average of seven people were killed directly by fireworks, and an annual average of nine people died in fires started by fireworks. In fact, based on the amount of time they are used and quantities in which they are used, fireworks pose a higher risk of fire death than any other consumer product used in the United States.

Fireworks damage property, as well. In 1999, fires started by fireworks caused $17.2 million in direct property damage, and fireworks-related fires have caused at least $15 to $20 million in property loss each year in the past decade. On the Independence Day holiday in 1999, fireworks caused more outdoor fires in the United States than all other causes of outdoor fire, combined.

Margie Coloian is the director of NFPA's Public Affairs Division.

AH #2

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and City Council**

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

FROM: **Public Services Director**

DATE: **June 7, 2005**

SUBJECT **Purchase of Asphalt Paver**
June16, 2005 City Council Meeting

Recommendation:

Staff recommends the purchase of a LeeBoy Model 1000D Self-propelled Track Asphalt Paver from Reynolds-Warren Equipment Company for the bid price of $46,550.00

Discussion:

The City advertised for bids for this equipment on April 18, 2005 Four (4) bids were received, with the following results:

Puckett Manufacturing, Inc. (Loganville, GA)	$31,000
Puckett Manufacturing, Inc. (Loganville, GA)	$36,500
Mann Equipment & Truck Sales (Tyrone, GA)	$42,500
Reynolds-Warren Equipment (Lake City, GA)	$46,550

The attached Bid/Specifications Analysis spreadsheet was constructed to determine which, if any, of the bidders met all of the required specifications, or came closest to doing so. Both of the devices offered by Puckett, and the one offered by Mann, failed to meet one or more of the substantial specifications for this equipment. The LeeBoy 1000D, offered by Reynolds-Warren, was the only one to meet all of the specifications, and substantially exceeded specifications in two areas. This brand of equipment has been used by the City in years past, and has a credible history of workhorse performance. A copy of the spreadsheet analysis is attached.

In addition, we have not been able to establish that Mann Equipment has the facility, parts stock, or personnel necessary to service routine maintenance or warranty repairs. In fact, it appears that the closest facility capable of such maintenance on the Mauldin paver offered by Mann is located in Greenville, South Carolina. This would require unacceptable down time and travel for service.

Budgetary Impact:

There are sufficient PIP funds to cover the cost of this equipment purchase.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO· **City Manager**

VIA. **Assistant City Manager**

FROM: **Public Services Director**

DATE: **June 7, 2005**

SUBJECT **Purchase of Asphalt Paver**

I visited Mann Equipment & Truck Sales this morning, in Tyrone, accompanied by Scott Hicks and Mark Eimer Mann Equipment submitted a bid on a Mauldin 690 F asphalt paver, and we are not recommending its purchase. It was our intention today to see the Mann sales and repair operation in person and to gauge how effective they might be in servicing equipment and warranties.

Mann Equipment appears to be essentially a one-man operation. Their office looks to be a converted seed store or barn located at 843 Senoia Road in "downtown" Tyrone. There are no mechanics or office personnel, no computers or office equipment, and no signs of repair activities or parts stock. The company primarily sells used paving equipment and other rolling stock of various sorts (we observed an old fire engine, a monorail car from Disney World, and several other vintage units on the ground).

Mr James Mann himself said that he only recently purchased the facility He acknowledged without prompting that the entire metro Atlanta area is "LeeBoy territory", and that Mauldin has failed to make any significant inroad into the area.

From all that we can establish, a Mauldin paver would have to go all the way to its home base in Greenville, SC, for significant defects or warranty repairs.

Attached are some downloads from Mann's web site. The company is primarily a re-seller of used equipment.

Also attached is a list of references for the Mauldin 690F paver, sent to me by the home company Note that the closest references are in Alabama, South Carolina, and New Jersey

Mann Equipment & Truck Sales   843 Senoia Road   Tyrone, GA 30290

Welcome To
Mann Equipment and Truck Sales

Contact Me At:

(404)273-9424

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MANN EQUIPMENT & TRUCK SALES

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User Name

Password

Forgotten Password?

Product Category: Pavers

Title	Email	Picture	Price	Description
BLAW KNOX PF840			$ 25000.00	2002 OR 2003 ONLY 360 HRS NICE MACHINE JOB READY CALL 4042739424
650 PUCKETT			$ 7500.00	
690 F			$ 0.00	2005 MAULDIN 690 F PAVER NEW 4042739424

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- Rollers
- Seal-Coaters
- Trailers
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User Name

Password

Forgotten Password?

Product Category: Miscellaneous

Title	Email	Picture	Price	Description
NEAL CONTROL MOD.			$ 0.00	NEW NEAL CONTROL MODULE 4042739424
CAT 935B			$ 22500.00	1988 CAT 935B EXCELLENT CONDITION JOB READY 4042739424
TITAN 690			$ 1500.00	690 TITAN NEW HOSE NEW PACKINGS JUST SERVICED 4042739424
TITAN 3100			$ 1800.00	HAVE SEVERAL TO CHOOSE FROM ALL HAVE BEEN SERVICED AND NEW PACKINGS 4042739424
Dillo			$ 1500.00	Dillo backhoe attachment great for pulling out patch work will fit most any skid loader 4042739424
smith			$ 2000.00	smith 100 air compressor gas

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®

MAULDIN

PAVING PRODUCTS

Calder Brothers Corporation Contractor references.

John Bedford

690F Paver

COLBERT COUNTY ROAD DEPT

2750 HIGHWAY 20
TUSCUMBIA AL 35674

256-381-2120

David Michaels

690F

NORTH ALABAMA PAVING CO

1358 OSBORN HILL RD
TUSCUMBIA AL 35674
256-381-4274

Mike Horne

690F Paver

CITY OF GREENVILLE

348 HIDSON STREET
GREENVILLE SC 29601
864-467-4340

Mike Iannella

690F Paver

IANNELLA GENERAL CONTRACTOR

348 MAPLE STREET
NEW PROVIDENCE NJ 07974
908-464-7304

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO· **Mayor and City Council Members**

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

FROM: **Public Services Director**

DATE: **June 7, 2005**

SUBJECT **Purchase and Installation of a Dump Truck Body**
June 16, 2005 City Council Meeting

Recommendation.

Staff recommends the purchase of a 7 cubic yard dump body to be mounted on a 1999 Ford F-350 diesel chassis for the Public Works Department from K&K Manufacturing, Inc., for the quoted price of $5,925 00

Discussion.

The Fire Department transferred the 1999 Ford F-350 to the Public Works Department to convert to a small dump truck. This truck currently has 53,684 miles on it and is in excellent condition.

This dump truck will be assigned to the Cart Path Crew, where it will be effectively utilized by the recently expanded crew for maintenance of the City's cart paths. This vehicle will also prevent damage to the paths caused by the current use of full size dump trucks for maintenance.

Attached are three quotes solicited from vendors for the purchase and installation of the dump body

Budgetary Impact:

There are adequate funds in the 2005 Public Works Department Budget, line item Machinery and Equipment for the purchase and installation of the dump body due to savings from the purchases of other equipment. See attached spreadsheet.

Attachments

Public Works Department - FY 2005 Budget
Vehicle and Equipment Purchase Results

Description	Budgeted Amount	Actual Amount	Difference
4100-54-2050 Machinery & Equipment:			
Ford F-250 Pickup Truck	$24 500	$19,466	$5,034
Jackhammer & Compressor	$21 000	$12,249	$8,751
Lowboy Trailer	$8,000	$13,570	-$5,570
Cushman-type Turf Vehicle	$12,000	$12,465	-$465
Sickle Mower Attachment	$11 000	$10,070	$930
Heavy-Duty Turf Mower	$10 000	$6 160	$3,840
Totals	**$86,500**	**$73,980**	
Total Savings			**$12,520**

K & K Manufacturing, Inc.

1304 19/41 ByPass South
Griffin, GA 30224
770-228-9974

Estimate

Date	Estimate #
6/6/2005	349

Name / Address
City of Peachtree City Richard 770-487-5183 770-631-2533 Fax

Project

Description	Qty	Rate	Total
DUMP BED 12' ELECTRIC		4,450.00	4,450.00T
2 Position Dump Gate 36" Tall		150.00	150.00T
HD WELD ON RECEIVER HITCH		200.00	200.00T
24" Steel Side Bodies 12' Bed		500.00	500.00T
Manual Tarp Roller w/arm 9' to 14' Bed		425.00	425.00T
E Z Latch Tail Gate		200.00	200.00T

Thank you for the opportunity to quote you

Subtotal	$5,925.00
Sales Tax	$0.00
Total	$5,925.00

RANEW'S TRUCK & EQUIPMENT

1308 HWY 41 NORTH
MILNER, GA 30257
770 227-4688 FAX-770 227 0106

QUOTE

Date	Estimate #
6/7/2005	

Name / Address
CITY OF PEACH TREE CITY RICHARD MCDOWELL

P.O. No.	Terms	Due Date	Rep	FOB	Project	CONTACT	UNIT	VIN
	Net 30	7/7/2005		MILNER				

Description	Total
RUGBY 12 FT W FOLD DOWN SIDES DUAL ACTING GATE	7,825.00T
SEMI AUTO TARP ASSY	525.00

Subtotal	$8,350.00
Sales Tax (0.0%)	$0.00
Total	$8,350.00

Quote

Customer:
Peachtree City
770-631-2533

Date: 6/7/05

Date Ordered: ________

Estimated Delivery ________

Color: ________

Description.

12' Dump 10ga floor	5050.00
24" sides	1900.00
Double acting tailgate	
cab Shield	200.00
PTO drive air shift	$850.00
Electric Tarp	$1450.00
E-Z LATCH	$

TOTAL. $9,450.00

Thank you
Conyers Welding/ Truck Bodies
Denise Hilsman, Lou Rhodes, Jane Bishop;
Victoria Saffold; Lisa Hilsman
770-922-6051/ Fax 770-922-8324

AUTHORIZING RESOLUTION

WHEREAS, the Council of Peachtree City has determined that a true and very real need exists for the acquisition of the Equipment described in the Master Lease-Purchase Agreement, and one or more separate Equipment Schedules from time to time as provided therein (collectively, the "Lease"), to be entered into between Peachtree City as lessee ("Lessee"), and Peachtree City Governmental Finance Corporation, as lessor ("Lessor"), the form of which has been presented to this meeting; and

WHEREAS, in order to raise moneys to fund the acquisitions of the Equipment, Lessor will sell and assign to All Points Capital Corp. (the "Purchaser") certain rights in the Lease, pursuant to the terms of an Absolute Assignment Agreement (the "Assignment"), to be entered into between Lessor and the Purchaser, the form of which has been presented to this meeting; and

WHEREAS, in order to secure the obligations of Lessee assigned to the Purchaser pursuant to the Assignment, Lessor will (1) grant to the Purchaser a security interest in the Equipment, and (2) assign to the Purchaser its right, title, and interest in and to certain contracts relating to the Equipment, pursuant to the terms of an Assignment of Lease (the "Contract Assignment"), to be entered into from Lessor to the Purchaser, the forms of which have been presented to this meeting; and

WHEREAS, after careful study and investigation, Lessee desires to enter into the Lease (the "Contract");

NOW, THEREFORE, BE IT RESOLVED by the Council of Peachtree City as follows:

1 The forms, terms, and conditions and the execution, delivery, and performance of the Contract, forms of which have been filed with Lessee, are hereby approved and authorized. The Contract shall be in substantially the forms presented to this meeting with such non-material or non-substantive changes, corrections, deletions, insertions, variations, additions, or omissions as may be approved by the Mayor of Lessee (the "Chief Officer") or the Mayor Pro Tem of Lessee (the "Deputy Officer"), whose approval thereof shall be conclusively evidenced by the execution of each such Contract.

2. The Chief Officer or the Deputy Officer of Lessee is hereby authorized and directed to execute on behalf of Lessee the Contract, and the City Clerk of Lessee (the "Attesting Officer") is hereby authorized and directed to affix thereto and attest the seal of Lessee, upon proper execution and delivery of the other parties thereto, provided, that in no event shall any such attestation or affixation of the seal of Lessee be required as a prerequisite to the effectiveness thereof, and the Chief Officer or the Deputy Officer and the Attesting Officer of Lessee are authorized and directed to deliver the Contract on behalf of Lessee to the other parties thereto, and to execute and deliver all such other contracts acknowledgements, agreements, schedules, supplements, instruments, documents, affidavits, or acceptance or other certificates, including, without limitation, schedules to the contract and federal tax information returns, schedules to the and to do and perform all such things and acts as each shall deem necessary or

appropriate in furtherance of the performance of the Contract and the carrying out of the transactions authorized by this Resolution or contemplated by the instruments and documents referred to in this Resolution.

3 The form and substance of the Contract Assignment and the Contract, the forms of which have been presented to this meeting, are hereby approved, and Lessee requires that such contracts be entered into by the parties thereto in substantially the forms presented to this meeting with such non-material or non-substantive changes, corrections, insertions, deletions, variations, additions, or omissions as may be approved in writing by the Chief Officer or the Deputy Officer of Lessee, whose approval thereof shall be conclusively evidenced by the execution of the Lease.

4 This Resolution, the Contract and the Contract Assignment, as approved by this Resolution, which are hereby incorporated in this Resolution by this reference thereto, shall be placed on file at the office of Lessee and made available for public inspection by any interested party immediately following the passage and approval of this Resolution.

PASSED, ADOPTED, SIGNED, APPROVED, AND EFFECTIVE this ____ day of June 2005

PEACHTREE CITY

(SEAL)

By: ______________________________
Mayor

Attest:

____
City Clerk

ATTESTING OFFICER'S CERTIFICATE

I, _______________, the duly appointed, qualified, and acting City Clerk of Peachtree City **DO HEREBY CERTIFY** that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted on June __, 2005, by the Council of Peachtree City (the "Governing Body") in a meeting duly called and assembled in accordance with applicable laws and with the procedures of the Governing Body, by a vote of ___ Yea and ___ Nay, which meeting was open to the public and at which a quorum was present and acting throughout, and that the original of the foregoing resolution appears of public record in the Minute Book of the Governing Body, which is in my custody and control.

GIVEN under my hand and the seal of Peachtree City this ____ day of June 2005

____
City Clerk, Peachtree City

(SEAL)

NOTICE AND CONSENT TO ASSIGNMENT

DATE. June __, 2005

TO· Peachtree City, Georgia

RE. Master Equipment Lease-Purchase Agreement and State of Georgia Addendum, each dated the date hereof, between Peachtree City Governmental Finance Corporation ("Lessor") and Peachtree City, Georgia ("Lessee"), as may be supplemented, from time to time, by one or more Lease Schedules thereto (collectively the "Lease")

Please be advised that Lessor has, pursuant to the terms of an Absolute Assignment Agreement, dated the date hereof, between Lessor and All Points Capital Corp. (the "Purchaser"), assigned all its rights in and benefits of the above-referenced contract (the "Contract"), together with all amounts payable from and after the date hereof under or pursuant to the Contract and the right to exercise all rights and remedies as are conferred on Lessor by the Contract, to the Purchaser

All payments due under the Contract should be made to the Purchaser at the following address:

All Points Capital Corp.
480 Olde Worthington Road
Suite 150
Westerville, Ohio 43082

Please acknowledge your acceptance of the assignment, your recordation of the assignment pursuant to the Lease, and your agreement to make the payments specified in the Contracts to the Purchaser by executing the enclosed counterpart of this Notice and Consent to Assignment and returning it to us.

(SEAL)

Attest:

____
Secretary

PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION

By·______________________________
President

ACKNOWLEDGED AND ACCEPTED:

(SEAL)

Attest:

____
City Clerk

PEACHTREE CITY, GEORGIA

By·______________________________
Mayor

ABSOLUTE ASSIGNMENT AGREEMENT

This **ABSOLUTE ASSIGNMENT AGREEMENT** (this Assignment") is made as of June __, 2005, by and between the Peachtree City Governmental Finance Corporation ("Lessor"), a Georgia nonprofit corporation whose mailing address is 151 Willowbend Road, Peachtree City, GA 30269, and All Points Capital Corp. (the 'Purchaser"), a New York corporation whose mailing address is 480 Olde Worthington Road, Suite 250, Westerville, Ohio 43802.

WITNESSETH:

WHEREAS, Lessor has entered into that certain Master Equipment Lease-Purchase Agreement and State of Georgia Addendum (hereinafter referred to as the 'Lease"), dated the date hereof, with Peachtree City ("Lessee"), pursuant to which Lessor has leased to Lessee certain equipment (the 'Equipment") in consideration for the payment by Lessee of rental payments (the 'Rental Payments") with respect to the Equipment; and

WHEREAS, Lessor is authorized pursuant to the provisions of Section 15 of the Lease to assign the Lease, including its right to receive the Rental Payments and other payments and amounts payable by Lessee thereunder, in whole or in part; and

WHEREAS, Lessor desires to sell, assign, and transfer to the Purchaser, and the Purchaser desires to purchase, all of Lessor's right, title, and interest in, to, and under the Lease (including the right to receive the Rental Payments) upon the terms and conditions stated below;

NOW, THEREFORE, in consideration of the premises, the covenants contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

Section 1. **Assignment; Payment of Purchase Price**. Lessor hereby sells, transfers, delivers, and assigns to the Purchaser and its successors and assigns, forever, all of Lessor's right, title, interest, estate, claims, and demands (but expressly excluding any obligations of Lessor) as lessor in, to, and under the Lease, including any and all extensions or renewals of the term thereof, together with the Exhibits and Schedules now or hereafter attached thereto and any amendments, supplements, agreements, documents, and other instruments relating thereto, including, without limitation, insurance policy binders and certificates and maintenance agreements, and all rights, powers, privileges, options, and other benefits of Lessor as lessor under the Lease, including (without limitation) the immediate and continuing right to receive and collect all Rental Payments, insurance proceeds, condemnation awards, and all other payments and amounts due thereunder (collectively the Assigned Payments"), the right to make all waivers and agreements and to enter into any amendments relating to the Lease or any provision thereof, and the right to exercise all rights and remedies as are conferred on Lessor by the Lease. All of the foregoing rights, titles, interest, property, estate, claims, and demands are herein collectively referred to as the Assigned Property This Assignment is absolute and unconditional and is not intended to be merely the grant of a security interest to the Purchaser. This Assignment is made without recourse to Lessor except to the extent expressly provided herein.

Section 2. **Security Interest**. (a) In order to secure the payment and performance by Lessee of all of its obligations under the Lease, Lessor hereby grants to the Purchaser a first priority security interest in all right, title, and interest of Lessor in, to, and under the Equipment (as defined in the Lease) and the proceeds thereof. Lessor shall execute or file all financing statements, fixture filings, continuation statements, amendments thereto, and assignments thereof in the offices and jurisdictions wherever the Purchaser deems necessary to perfect such security interest, upon receipt of a request therefor from the Purchaser specifying the form and content of such financing statements, fixture filings, continuation statements, amendments thereto, and assignments thereof.

(b) Upon the occurrence of an Event of Default, an Event of Nonrenewal, or an Event of Nonappropriation under the Lease, the Purchaser may at its election have all of the rights and remedies of a secured party under the Uniform Commercial Code in effect in the State of Georgia with respect to the Equipment and the proceeds thereof, in addition to all of the rights of Lessor under the Lease.

Section 3. **Power of Attorney** Lessor irrevocably constitutes and appoints the Purchaser and any present or future officer or agent of the Purchaser, or the successors or assigns of the Purchaser, as its lawful attorney with full power of substitution and resubstitution, and in the name of Lessor or otherwise, to exercise all rights and remedies as are conferred on Lessor by the Lease and to demand, receive, collect, and sue in any court for payments due under the Lease, or any part thereof, to withdraw or settle any claims, suits, or proceedings pertaining to or arising out of the Lease upon any terms, all without notice to or assent of Lessor, and, further, to take possession of and to endorse in the name of Lessor any instrument for the payment of money received on account of the payments due under the Lease. The foregoing appointment of the Purchaser as Lessor's attorney-in-fact is coupled with an interest, cannot be revoked by death, incompetence, bankruptcy, insolvency, reorganization, or otherwise and shall not terminate until all amounts payable under the Lease have been paid and satisfied in full.

Section 4. **Authority for Payments**. Lessor has authorized and directed Lessee, in writing, to pay directly to the Purchaser all payments due or to become due under the Lease from and after the date of this Assignment by forwarding such payments to the Purchaser's address shown at the beginning of this Assignment, a copy of which authorization and direction, the receipt of and agreement to which has been acknowledged by Lessee, is attached as Exhibit A. In the event Lessor hereafter receives any such payment from Lessee, Lessor shall hold such payment in trust for the Purchaser and shall immediately deliver such payment to the Purchaser (endorsed, if necessary, by Lessor to facilitate the collection thereof).

Section 5. **Further Assurances**. Lessor from time to time, at the request of the Purchaser, shall execute and deliver such further acknowledgments, agreements, and instruments of assignment, transfer, and assurance, including financing statements under the Georgia Uniform Commercial Code, and do all such further acts and things as may be necessary or appropriate in the opinion of the Purchaser to give effect to the provisions hereof and to more perfectly confirm the rights, titles, and interests hereby sold, assigned, and transferred to the Purchaser.

Section 6. **Notices**. Any notice required or permitted to be given by Lessor or the Purchaser to the other shall be deemed to have been given upon the actual receipt thereof or on the third day after it is deposited in the United States mail, certified mail, return receipt requested, with proper postage prepaid, whichever is the earlier, and addressed to the party at such address as shown at the beginning of this Assignment or at such other address as one party shall hereafter furnish to the other in writing.

Section 7 **Entirety; Amendments**. This Assignment contains the entire agreement between Lessor and the Purchaser with respect to the subject matter hereof and supersedes all prior agreements and understandings relating thereto. No other agreements will be effective to change, modify, or terminate this Assignment in whole or in part unless such agreement is in writing and duly executed by Lessor and the Purchaser. No representations, inducements, promises, or agreements, oral or otherwise, that are not embodied herein (or in any other written instrument or document delivered pursuant hereto or in connection herewith) will be of any force or effect.

Section 8. **Parties Bound**. This Assignment shall be binding on Lessor and its successors and assigns, and shall inure to the benefit of the Purchaser and its successors and assigns.

IN WITNESS WHEREOF, Lessor and the Purchaser have duly executed this Assignment by their duly authorized officers, as of the date first above written.

LESSOR:

PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION

By: ____________________________
President

(SEAL)

Attest:

____
Secretary

Accepted and agreed to as of the date first above written.

PURCHASER:

ALL POINTS CAPITAL CORP

By: ____________________________
Authorized Officer

EXHIBIT A

NOTICE AND CONSENT TO ASSIGNMENT

DATE: June ___, 2005

TO: Peachtree City

RE: Equipment Lease/Purchase Agreement and State of Georgia Addendum (the 'Lease"), dated June ___, 2005, between Peachtree City Governmental Finance Corporation ("Lessor") and Peachtree City ("Lessee")

Please be advised that Lessor has, pursuant to the terms of an Absolute Assignment Agreement, dated June ___, 2005, between Lessor and All Points Capital Corp. (the 'Purchaser"), assigned all its rights in and benefits of the above-referenced contracts (the 'Contracts"), together with all amounts payable from and after the date hereof under or pursuant to the Contracts and the right to exercise all rights and remedies as are conferred on Lessor by the Contracts, to the Purchaser.

All payments due under the Contracts should be made to the Purchaser at the following address:

Please acknowledge your acceptance of the assignment, your recordation of the assignment pursuant to the Lease, and your agreement to make the payments specified in the Contracts to the Purchaser by executing the enclosed counterpart of this Notice and Consent to Assignment and returning it to us.

LESSOR:

PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION

By: ______________________________
President

(SEAL)

Attest:

____
Secretary

ACKNOWLEDGED AND ACCEPTED:

PEACHTREE CITY

By: ______________________________
Mayor

(SEAL)

Attest:

____
City Clerk

MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT

1 **Agreement.** Subject to the terms and conditions contained in this Master Equipment Lease-Purchase Agreement No. 1 dated June __, 2005 (this "Agreement"), Peachtree City Governmental Finance Corporation, as lessor ("Lessor"), whose mailing address is 151 Willowbend Road, Peachtree City, GA 30269, hereby agrees to sell, transfer and lease to Peachtree City, Georgia, as lessee ("Lessee"), whose mailing address is 151 Willowbend Road, Peachtree City, GA 30269, and Lessee agrees to acquire, purchase and lease from Lessor, the items of personal property (together with any replacement parts, additions, substitutions, repairs or accessories now or hereafter incorporated in or affixed to it, hereinafter referred to collectively as the "Equipment") described in each Equipment Schedule (hereinafter referred to as an "Equipment Schedule") that may from time to time be executed by Lessor and Lessee that specifically incorporates the terms and conditions of this Agreement by reference (any such Equipment Schedule hereinafter referred to as a "Lease"). Each Equipment Schedule (including the terms and conditions incorporated therein by reference) executed and delivered by Lessor and Lessee pursuant to this Agreement shall be considered a separate and independent Lease.

This Agreement is not a commitment by Lessor to enter into any Lease not currently in effect, and nothing in this Agreement shall impose, or be construed to impose, any obligation upon Lessor to enter into any proposed Lease, it being understood that whether Lessor enters into any proposed Lease shall be a decision solely within Lessor's discretion.

2. **Term.** The term of this Agreement begins as of the date hereof and shall continue so long as any amounts remain unpaid under a Lease. The term of each Lease shall commence on, and interest shall accrue from, the date identified in the related Equipment Schedule (the "Commencement Date") and shall continue for the number of months stated in such Equipment Schedule (the "Scheduled Term"), unless Lessee shall have terminated such Lease pursuant to Paragraph 3 or Paragraph 10 of this Agreement or Lessor shall have terminated such Lease pursuant to Paragraph 16 of this Agreement (the Scheduled Term upon its expiration or as so terminated is herein referred to as the "Lease Term"). Lessee authorizes Lessor to insert the applicable Commencement Date in each Equipment Schedule. A Lease may be initiated pursuant to this Agreement on any date occurring before October 1, 2008, subject to three successive annual renewals at the option of the Lessor.

3. **Rental Payments.** Lessee agrees to pay the rental payments under each Lease for the applicable Lease Term in the amounts and on the dates identified in the related Equipment Schedule. Payment of all rental payments and other amounts payable under a Lease shall be made to Lessor at its above-stated address or as it shall otherwise designate in writing. As set forth in each Equipment Schedule, a portion of each rental payment under a Lease is paid as, and represents payment of, interest, and the balance of each rental payment is paid as, and represents payment of, principal. Rental payments under an Equipment Schedule hereunder shall be made quarterly in substantially equal amounts during the scheduled term of four or five years as designated in the Schedule. Interest components shall be based on 85.21% for four-year term schedules and 84.63% for five-year term schedules of the U.S. Treasury Note yield, as determined by reference to the H.15 Federal Reserve Statistical Release, released not more than seven days prior to the funding of the Schedule.

4. **Essentiality** Subject to Paragraph 3 of this Agreement, Lessee's present intention is to make rental payments for the Scheduled Term of each Lease as long as it has sufficient appropriations or other legally available funds. In that regard, Lessee represents that, with respect to each Lease, (a) the use and operation of the Equipment is essential to its proper, efficient and economic governmental operation and (b) the functions performed by the Equipment could not be transferred to other equipment available for its use. Lessee does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the conclusion of the Scheduled Term of the related Lease.

5. **Disclaimer of Warranties. LESSEE REPRESENTS THAT IT HAS SELECTED THE EQUIPMENT PRIOR TO HAVING REQUESTED LESSOR TO FINANCE THE SAME. LESSEE AGREES THAT LESSOR HAS NOT MADE ANY, AND MAKES NO, REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING (WITHOUT LIMITATION) THE SUITABILITY OF THE EQUIPMENT, ITS DURABILITY, ITS FITNESS FOR ANY PARTICULAR PURPOSE, ITS MERCHANTABILITY, ITS CONDITION, ITS CAPACITY, ITS OPERATION, ITS PERFORMANCE, ITS DESIGN, ITS MATERIALS, ITS WORKMANSHIP AND/OR ITS QUALITY AS BETWEEN LESSEE AND LESSOR, LESSEE LEASES, PURCHASES AND ACQUIRES THE EQUIPMENT "AS IS" "WHERE IS" AND "WITH ALL FAULTS."** Lessor hereby assigns to Lessee, to the extent that it may lawfully do so, so long as no Event of Default and no Event of Nonappropriation shall have occurred and be continuing under a Lease, all rights and benefits that Lessor may have under any warranty, guaranty or the like which may be made with respect to the Equipment by the manufacturer, seller and/or supplier (collectively, the 'Vendor") thereof. Lessor shall not be liable to Lessee or any third party for any loss, damage, injury or expense of any kind or nature caused directly or indirectly by any of the Equipment or the use or

maintenance thereof or any defect therein, the failure of operation thereof or by any interruption of service or loss of use thereof or for any loss of business or damage whatsoever and howsoever caused. Lessor makes no warranty as to the treatment of any Lease for tax or accounting purposes or as to the compliance of the Equipment with applicable government regulations or requirements. Lessee agrees to look solely to the Vendor for any claim arising from any defect, breach of warranty, failure or delay in delivery, mis-delivery or inability to use the Equipment for any reason whatsoever and Lessee's obligations to Lessor under any Lease shall not in any manner be affected thereby including (without limitation) Lessee's obligations to pay Lessor all rental payments and other amounts payable under the related Lease. Lessee has selected both the Equipment and the Vendor and acknowledges that Lessor has not participated in any way in Lessee's selection of the Equipment or the Vendor. Lessor has no obligation to install, erect, test, adjust, service or maintain the Equipment.

6. **Delivery and Acceptance; Quiet Enjoyment.** Lessee shall accept the Equipment upon its delivery and authorizes Lessor to insert on the Equipment Schedule the serial numbers and any additional description of the items of Equipment so delivered. As evidence of said acceptance, Lessee shall execute and deliver to Lessor a Certificate of Acceptance in the form attached as Exhibit A-1 to each Equipment Schedule. During the Lease Term of each Lease, Lessee shall be entitled to quiet enjoyment of the Equipment identified therein, subject to the terms of this Agreement.

7 **Use of Equipment; Maintenance and Repairs.** Lessee shall keep the Equipment within the State at the 'Equipment Location" stated in the related Equipment Schedule and Lessee shall not remove any of the Equipment therefrom without Lessor's prior written consent. Lessee shall use the Equipment in a careful manner and shall at all times, at its sole expense, keep the Equipment in good operating condition, repair and appearance and comply with all laws, ordinances, regulations or requirements of any governmental authority, official, board or department relating to its installation, possession, use or maintenance. Lessee shall not make any alterations, additions, or improvements to the Equipment which are not readily removable without causing damage to or reducing the value of the Equipment. All alterations, additions, or improvements not readily removable shall become property of Lessor.

8. **Title to Equipment; Security Interest.** During the Lease Term of each Lease, title to the Equipment shall be vested in Lessee, subject to the rights of Lessor under such Lease. In the event Lessor terminates a Lease pursuant to Paragraph 16 of this Agreement or an Event of Nonappropriation occurs under a Lease, title to the related Equipment shall immediately vest in Lessor free and clear of any right, title or interest of Lessee. Lessee, at its expense, will protect and defend Lessee's title to the Equipment and Lessor's rights and interests therein and will keep the Equipment free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons. Lessor shall have the right during normal hours, upon reasonable prior notice to Lessee, to enter upon the premises where the Equipment is located in order to inspect the Equipment.

To secure the performance of all of Lessee's obligations under each Lease, Lessee hereby grants to Lessor, and Lessor shall have and retain, a security interest constituting a first lien on the Equipment delivered under each respective Lease and on any proceeds therefrom. Lessee agrees to execute and deliver such additional documents, including, without limitation, opinions of counsel, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment or for the confirmation or perfection of each Lease and Lessor's rights thereunder.

9. **Personal Property.** The Equipment shall be and remain personal property notwithstanding the manner in which it may be attached or affixed to realty Lessee covenants that, unless Lessee owns the premises in which the Equipment is to be located and such premises are not subject to any mortgage or lease, at Lessor's request, Lessee shall provide Lessor with a waiver from each landlord and/or mortgagee of the premises in which the Equipment is to be located of any rights which such landlord and/or mortgagee may have in respect of any of the Equipment.

10. **Purchase of Equipment by Lessee; Prepayment.** At the option of Lessee, and provided that no Event of Default has occurred and is continuing under a Lease, Lessor's title to and interest in all, but not less than all, of the Equipment subject to a Lease will be transferred, conveyed and assigned to Lessee, and such Lease shall terminate: (a) upon payment in full of the rental payments under such Lease and all other payments then due thereunder or (b) on any rental payment date under such Lease, provided Lessee shall have delivered written notice at least 30 days prior to such date of Lessee's intention to purchase the Equipment subject to such Lease pursuant to this provision, by paying to Lessor, in addition to the rental payment due on such date, an amount equal to the concluding payment (the "Concluding Payment") shown for such rental payment date in the rental payment schedule included in the applicable Lease. Lessee shall not have the option to purchase the Equipment under a Lease as provided in the foregoing clause (b) on any rental payment date under such Lease for which a Concluding Payment is not stated in the applicable rental payment schedule.

11. **Risk of Loss.** Lessee shall bear the entire risk of loss, theft, destruction of or damage to the Equipment or any part thereof from any cause whatsoever during the Lease Term of each Lease and thereafter until redelivery to a location designated by Lessor, and shall not be relieved of the obligation to pay rental payments or any other obligation thereunder because of any such occurrence. If (a) the Equipment or any portion thereof under a Lease is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof under a Lease is taken under the exercise of the power of eminent domain, Lessee shall immediately notify Lessor. Lessee and Lessor shall cause the net proceeds of any insurance claim (including self-insurance) or condemnation award to be applied, at Lessor's option, to (i) the prompt repair, restoration, modification or replacement of the Equipment so affected or (ii) the payment in full of the then applicable Concluding Payment. Any balance of net proceeds remaining after completion of such work or payment of such Concluding Payment shall be paid promptly to Lessee. If the net proceeds are insufficient to pay the costs of such repair, restoration, modification or replacement or to pay such Concluding Payment in full, Lessee shall, at Lessor's direction, either complete the work or pay the then applicable Concluding Payment in full and in either case pay any cost in excess of the amount of net proceeds, but only from legally available funds.

12. **Insurance.** In the event Lessee is not self-insured (as hereafter provided), Lessee shall, at its expense, keep the Equipment fully insured against loss, fire, theft, damage or destruction from any cause whatsoever in an amount not less than the greater of (a) the total rental payments for the Scheduled Term of the applicable Lease, or (b) the full replacement cost of the Equipment without consideration for depreciation. Lessee shall also provide such additional insurance against injury, loss or damage to persons or property arising out of the use or operation of the Equipment as is customarily maintained by the owners of like property, with companies satisfactory to Lessor. Each policy shall provide that, as to the interest or coverage of Lessor or Lessor's assignee, the insurance afforded thereby shall not be suspended, forfeited or in any manner prejudiced by any default or by any breach of warranty, condition or covenant on the part of Lessee. If Lessee shall fail to provide any such insurance required under a Lease or, within ten (10) days after Lessor's request therefor, shall fail to deliver the policies or certificates thereof to Lessor, then Lessor, at its option, shall have the right to procure such insurance and to add the full cost thereof to the rental payment next becoming due, which Lessee agrees to pay as additional rent. All such insurance shall be in form, issued by such insurance companies and be in such amounts as shall be satisfactory to Lessor, and shall provide that losses, if any, shall be payable to Lessor as "loss payee," and all such liability insurance shall include Lessor as an "additional insured. Lessee shall pay the premiums for such insurance and deliver to Lessor satisfactory evidence of the insurance coverage required under each Lease. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payments of and execute and endorse all documents, checks or drafts received in payment for loss or damage under any such insurance policy If Lessee is self-insured with respect to equipment such as the Equipment under an actuarially sound self-insurance program that is acceptable to Lessor, Lessee shall maintain during the Lease Term of each Lease such actuarially sound self-insurance program and shall provide evidence thereof in form and substance satisfactory to Lessor.

13 **Fees; Taxes and Other Governmental Charges; Liens.** Lessee covenants and agrees at all times to keep the Equipment free and clear of all levies, liens (other than those created under the applicable Lease) and encumbrances, and to pay all charges, taxes and fees (including any recording or stamp fees or taxes) that may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment and shall give Lessor immediate written notice of any of the foregoing. If any of same shall remain unpaid when due, Lessor may pay same and add such payment to the rental payment next becoming due, as additional rent. Lessee shall execute and deliver to Lessor upon Lessor's request such further instruments and documents containing such other assurances as Lessor deems necessary or advisable for the confirmation or perfection of Lessor's rights under each Lease or to otherwise effectuate the intent of this Agreement and each Lease.

14. **Indemnification.** To the extent permitted by law, Lessee shall indemnify and save Lessor, its officers, employees, agents, servants, successors and assigns, harmless from any and all liabilities (including, without limitation, negligence, tort and strict liability), damages, expenses, claims, actions, proceedings, judgments, settlements, losses, liens and obligations, including (without limitation) attorneys' fees and costs, arising out of the ordering, purchase, delivery, rejection, non-delivery, ownership, selection, possession, leasing, renting, financing, operation, control, use, condition, maintenance, delivery, transportation, storage, repair, return or other disposition of the Equipment, any claims arising under federal, state or local environmental protection and hazardous substance clean up laws and regulations and any claims of patent, trademark or copyright infringement or, in the event that Lessee shall be in default under a Lease, arising out of the condition of any item of Equipment sold or disposed of after use by Lessee, including (without limitation) claims for injury to or death of persons and for damage to property The indemnities, assumption of liabilities and obligations herein provided shall be payable solely from funds legally available for such purpose and shall continue in full force and effect notwithstanding the expiration, termination or cancellation of this Agreement or any Lease for any reason whatsoever.

15. **Assignment; Subleasing.** LESSEE SHALL NOT ASSIGN, PLEDGE, MORTGAGE, SUBLET OR OTHERWISE TRANSFER OR ENCUMBER ANY OF ITS RIGHTS UNDER THIS AGREEMENT, ANY LEASE OR IN THE EQUIPMENT OR ANY PART THEREOF, NOR PERMIT ITS USE BY ANYONE OTHER THAN LESSEE AND ITS REGULAR EMPLOYEES, WITHOUT LESSOR'S PRIOR WRITTEN CONSENT ANY SUCH PURPORTED TRANSFER, ASSIGNMENT OR OTHER ACTION WITHOUT LESSOR'S PRIOR WRITTEN CONSENT SHALL BE VOID

Lessor may, at any time and from time to time, assign, transfer or otherwise convey all or any part of its interest in the Equipment, this Agreement and one or more Leases, including, but not limited to, Lessor's rights to receive the rental payments under a Lease or any part thereof (in which event Lessee agrees to make all rental payments thereafter to the assignee designated by Lessor) without the necessity of obtaining Lessee's consent, *provided, however* Lessor will deliver to Lessee prior written notice of an assignment. No such assignment, transfer or conveyance shall be effective until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee. During the term of this Agreement, Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments with respect to each Lease in form necessary to comply with Section 149 of the Internal Revenue Code of 1986, as amended (the "Code"). Lessee agrees (unless otherwise stated), if so requested, to acknowledge each such assignment in writing within 15 days after request therefor in the form attached as Exhibit A-3 to each Equipment Schedule. Lessee further agrees that any moneys or other property received by Lessor as a result of any such assignment, transfer or conveyance shall not inure to Lessee's benefit.

16. **Events of Default; Remedies.** Each of the following events constitutes an "Event of Default" with respect to a Lease: (a) Lessee fails to pay in full the rental payment due under such Lease on any date upon which such rental payment is due; (b) Lessee fails to comply with any other agreement or covenant of Lessee under such Lease for a period of 30 days following receipt of written notice of violation of such agreement or covenant and demand that such violation be remedied; (c) Lessee institutes any proceedings under any bankruptcy, insolvency, reorganization or similar law or a receiver or similar officer is appointed for Lessee or any of its property· (d) any warranty, representation or statement made in writing by or on behalf of Lessee in connection with such Lease is found to be incorrect or misleading in any material respect on the date made; (e) actual or attempted sale, lease or encumbrance of any of the Equipment under such Lease or the making of any levy, seizure or attachment thereof or thereon; or (f) an Event of Default occurs under any other Lease.

Immediately upon the occurrence of an Event of Default under a Lease, Lessor may terminate the affected Lease and any other Lease or Lessee's rights thereunder and in any such event repossess the Equipment under such Lease or Leases, which Lessee hereby agrees, at its expense, to surrender promptly to Lessor at such location in the continental United States as Lessor shall direct. Such right of repossession and other rights as specifically provided in this Paragraph 16 shall constitute the sole remedies for Lessee's failure to make payments or otherwise perform its obligations when required under any Lease. If Lessor is entitled to repossess the Equipment under any provision of this Agreement, Lessee shall permit Lessor or its agents to enter the premises where the Equipment is then located. In the event of any such repossession, Lessee shall execute and deliver such documents as may reasonably be required to restore title to and possession of the Equipment to Lessor, free and clear of all liens and security interests to which the Equipment may have become subject. Upon repossession, if the Equipment is damaged or otherwise made less suitable for the purposes for which it was manufactured than when delivered to Lessee, Lessee agrees, at its option, to (a) repair and restore the Equipment to the same condition in which it was received by Lessee (reasonable wear and tear excepted) or (b) pay to Lessor the reasonable costs of such repair and restoration. In the event that Lessor sells or otherwise liquidates the Equipment following an Event of Default or an Event of Nonappropriation as herein provided and realizes net proceeds (after payment of costs) in excess of total rental payments that would have been paid during the Scheduled Term plus any other amounts then due under the related Lease or Leases, Lessor shall immediately pay the amount of any such excess to Lessee.

If Lessor terminates a Lease under this Paragraph 16 or an Event of Non-Aappropriation occurs under a Lease and in either case Lessee continues to use the Equipment leased thereunder or if Lessee otherwise refuses to pay rental payments under a Lease due during a Fiscal Period for which Lessee's governing body has appropriated sufficient legally available funds to pay such rental payments due under a Lease, Lessor (i) may declare the rental payments due and owing for the Fiscal Period for which such appropriations have been made to be immediately due and payable and (ii) shall be entitled to bring such action at law or in equity to recover money and other damages attributable to such holdover period for the Equipment under such Lease.

Lessor shall also be entitled to exercise any or all remedies available to a secured party under the applicable Uniform Commercial Code and all other rights and remedies that Lessor may have at law or in equity. All rights and remedies of Lessor shall be cumulative and not alternative. Lessor's failure to exercise or delay in exercising any right or remedy shall not be construed as a waiver thereof, nor shall a waiver on one occasion be construed to bar the exercise of any right or remedy on a future occasion. Lessee agrees to reimburse Lessor for any expenses reasonably incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor, but only from legally available funds.

17 **Late Payments.** Whenever any rental payment or other amount payable to Lessor by Lessee under a Lease is not paid within ten (10) days after such due date, Lessee agrees to pay Lessor a late charge on the delinquent amount at the rate of one percent (1%) per month, or the maximum amount permitted under applicable law, whichever is less. Such amount(s) shall be payable solely from legally available funds in addition to all amounts payable by Lessee as a result of the exercise of any of the remedies herein provided.

18. **Rental Payments to Be Unconditional.** Except as expressly set forth in this Agreement (including Paragraph 3), including but not limited to an Event of Non-Appropriation, Lessee agrees that as of the Commencement Date identified in the related Equipment Schedule, Lessee's obligations under each Lease are absolute and unconditional and shall continue without set-off, deduction, counterclaim, abatement, recoupment or reduction and regardless of any disability of Lessee to use the Equipment or any part thereof because of any reason including, but not limited to, war, act of God, governmental regulations, strike, loss, damage, destruction, obsolescence, failure of or delay in delivery or failure of the Equipment to operate properly.

19 **Tax Covenants.** Lessee agrees that it will not take any action that would cause the interest component of rental payments under any Lease to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes, nor will it omit to take or cause to be taken, in a timely manner, any action which omission would cause the interest component of rental payments under any Lease to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes. Lessee agrees to (a) execute and deliver to Lessor with respect to each Lease, upon Lessor's request, a tax certificate and agreement in form and content acceptable to Lessor and Lessee, relating to the establishment and maintenance of the excludability from gross income of the interest component of rental payments under such Lease for federal income tax purposes, and (b) complete and file in a timely manner an information reporting return with respect to each Lease as required by the Code.

Lessee represents that neither Lessee nor any agency or unit of Lessee has on hand any property, including cash and securities, that is legally required or otherwise restricted (no matter where held or the source thereof) to be used directly or indirectly to purchase the Equipment. Lessee has not and will not establish any funds or accounts (no matter where held or the source thereof) the use of which is legally required or otherwise restricted to pay directly or indirectly rental payments under a Lease.

If Lessee breaches the covenant contained in this Paragraph 19 as provided in a Lease, the interest component of rental payments under such Lease may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, Lessee agrees to pay promptly after any such determination of taxability and on each rental payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error).

It is Lessor's and Lessee's intention that each Lease not constitute a "true" lease for federal income tax purposes and therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment under each Lease for federal income tax purposes.

20. **Lessee Representations and Warranties.** Lessee hereby represents and warrants to and agrees with Lessor that:

(a) Lessee is a state or a political subdivision thereof within the meaning of Section 103(c) of the Code and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as such.

(b) Lessee has the power and authority under applicable law to enter into the transactions contemplated by this Agreement and each Lease and has been duly authorized to execute and deliver this Agreement and each Lease and to carry out its obligations hereunder and thereunder. Lessee has provided to Lessor a full, true and correct copy of a resolution or other appropriate official action of Lessee's governing body (a form of which is attached as Exhibit D hereto) specifically authorizing Lessee to execute and deliver this Agreement and each Lease and all documents contemplated hereby and thereby Lessee has provided to Lessor a full, true and correct copy of an Incumbency Certificate in substantially the form attached as

Exhibit B hereto relating to the authority of the officers who have executed and delivered this Agreement and who will execute and deliver each Lease and all documents in connection herewith and therewith on behalf of Lessee.

(c) All requirements have been met and procedures have occurred in order to ensure the enforceability of this Agreement and each Lease, and Lessee has complied with such public bidding requirements, if any, as may be applicable to the transactions contemplated by this Agreement and each Lease.

(d) Lessee is not subject to any legal or contractual limitation or provision of any nature whatsoever that in any way limits, restricts or prevents Lessee from entering into this Agreement or any Lease or performing any of its obligations hereunder or thereunder, except to the extent that such performance may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally

(e) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, known to be pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement, any Lease or any other agreement or instrument to which Lessee is a party and which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or any Lease. All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement and each Lease or in connection with the carrying out by Lessee of its obligations hereunder and thereunder have been obtained.

(f) The payment of the rental payments or any portion thereof under each Lease is not (under the terms of this Agreement or any Lease) directly or indirectly (i) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (ii) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local government unit. No portion of the purchase price for the Equipment will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment.

(g) The entering into and performance of this Agreement and each Lease will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of Lessee or on the Equipment pursuant to an indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.

(h) Lessee's name as indicated on the first page of this Agreement is its true, correct and complete legal name.

(i) The useful life of the Equipment will not be less than the Scheduled Term of the related Lease.

(j) Lessee has entered into, or will enter into, each Lease for the purpose of purchasing, acquiring and leasing the Equipment and not for the purpose of refinancing any outstanding obligation of Lessee more than 90 days in advance of its payment or prepayment date. The purchase price for the Equipment has been or will be paid directly by Lessor to the Vendor, and no portion of the purchase price for the Equipment has been or will be paid to Lessee as reimbursement for any expenditure paid by Lessee more than 60 days prior to the execution and delivery of the applicable Lease.

(k) The application, statements and credit or financial information submitted by it to Lessor are true and correct and made to induce Lessor to enter into this Agreement and each Lease.

(l) During the term of this Agreement, Lessee shall (i) provide Lessor, no later than ten days prior to the end of each Fiscal Period (commencing with the current Fiscal Period), with current budgets or other proof of appropriation for the ensuing Fiscal Period and such other information relating to Lessee's ability to continue the Lease Term of each Lease for the next succeeding Fiscal Period as may be reasonably requested by Lessor and (ii) furnish or cause to be furnished to Lessor, at Lessee's expense, as soon as available and in any event not later than 180 days after the close of each Fiscal Period, the audited financial statements of Lessee at the close of and for such Fiscal Period, all in reasonable detail, audited by and with the report of Lessee's auditor.

(m) On the Commencement Date of each Lease, Lessee shall cause to be executed and delivered to Lessor an Opinion of Lessee's Counsel in substantially the form attached as Exhibit C hereto.

(n) Lessee has not previously failed (for whatever reason) to appropriate amounts sufficient to pay its obligations that are subject to annual appropriation.

21. **Execution in Counterparts; Chattel Paper** This Agreement and each Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; *provided, however* that only Counterpart No. 1 of each Lease (including the terms and conditions of this Agreement incorporated therein by reference) shall constitute chattel paper for purposes of the applicable Uniform Commercial Code.

22. **Applicable Law.** THIS AGREEMENT AND EACH LEASE SHALL BE CONSTRUED UNDER THE LAWS OF THE STATE OF GEORGIA.

23. **Binding Effect; Severability; Survival.** This Agreement and each Lease shall not become effective until accepted by Lessor at its herein-described office, and upon such acceptance shall inure to and bind the parties, their successors, legal representatives and assigns. No provision of this Agreement or any Lease that may be construed as unenforceable shall in any way invalidate any other provision hereof or thereof, all of which shall remain in full force and effect.

24. **Miscellaneous Provisions.** Any notice to a party hereunder shall be deemed given when mailed to said party by certified mail, return receipt requested, at its address set forth herein or such other address as either may designate for itself in such notice to the other. This Agreement and each Lease constitute the entire mutual understanding of the parties regarding the subject matter hereof and thereof and may not be modified except in writing, signed by the party against whom such modification is asserted. Upon the request of Lessor, Lessee shall at any time and from time to time execute and deliver such further documents and do such further acts as Lessor may reasonably request in order fully to effect the purposes of each Lease and any assignment thereof. In the event a court with competent jurisdiction rules that the interest rate charged under a Lease exceeds the maximum rate of interest allowed by applicable law, then the effective rate of interest under such Lease shall be automatically reduced to the maximum lawful rate allowable under the applicable laws.

(SEAL)

Attest:

PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION

____

Secretary

By: __________________________

President

(SEAL)

Attest:

PEACHTREE CITY, GEORGIA

____

City Clerk

By: __________________________

Manager

EXHIBIT A

PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION

EQUIPMENT SCHEDULE

MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT NO..	1
DATE OF MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT·	June ___, 2005
EQUIPMENT SCHEDULE NO..	«EEE»
EQUIPMENT SCHEDULE DATE:	«DDD»
LESSEE:	PEACHTREE CITY, GEORGIA
COMMENCEMENT DATE:	«DDD»
SCHEDULED TERM (NUMBER OF MONTHS):	«HHH»

1 DESCRIPTION OF THE EQUIPMENT·

SUPPLIER	QUANTITY	DESCRIPTION OF UNITS OF EQUIPMENT	SERIAL NUMBERS (IF AVAILABLE)

together with all accessories, attachments, substitutions and accessions.

2. EQUIPMENT LOCATION: «PPP»

3. RENTAL PAYMENT SCHEDULE:

The rental payments shall be made for the Equipment as follows:

DATE DUE	PRINCIPAL COMPONENT	INTEREST COMPONENT	TOTAL RENTAL PAYMENT DUE	CONCLUDING PAYMENT*

* Assumes that all rental payments and additional rentals due on and prior to that date have been paid.

4. Lessee's current Fiscal Period extends from October 1 to September 30.

5 For purposes of this Schedule, "State" means the State of Georgia.

6. The terms and provisions of the Master Equipment Lease-Purchase Agreement described above (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.

7 Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in such Master Equipment Lease-Purchase Agreement (particularly Paragraph 20 thereof) are true and correct as though made on the date of execution of this Schedule.

PEACHTREE CITY GEORGIA as Lessee	PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION as Lessor
By: ______________________ Name: ______________________ Title: ______________________	By: ______________________ Name: ______________________ Title: ______________________

Counterpart No. _____ of __ manually executed and serially numbered counterparts. To the extent that this Schedule constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1

EXHIBIT A-1

(TO EQUIPMENT SCHEDULE NO. «EEE»)

CERTIFICATE OF ACCEPTANCE

The undersigned, as Lessee under that certain Master Equipment Lease-Purchase Agreement No. 1 dated ______, 2005 (the *Agreement* '), which is incorporated by reference into that certain Equipment Schedule No. «EEE» dated «DDD» (the *Lease* '), each with Peachtree City Governmental Finance Corporation, as lessor (*'Lessor"*), hereby certifies:

1 The items of the Equipment identified in the Lease (the *'Equipment"*) have been delivered and installed at the location(s) set forth therein.

2. A present need exists for the Equipment which need is not temporary or expected to diminish in the near future. The Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority

3. The estimated useful life of the Equipment based upon the manufacturer's representations and Lessee's projected needs is not less than the term of lease with respect to the Equipment.

4. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes as of the date of this Certificate.

5. The Equipment is covered by insurance in the types and amounts required by the Lease.

6. No Event of Default, as such term is defined in the Lease, and no event which with the giving of notice or lapse of time or both, would become an Event of Default, has occurred and is continuing on the date hereof.

7 Sufficient funds have been appropriated by Lessee for the payment of all rental payments due under the Lease during Lessee's current Fiscal Period.

8. Based on the foregoing, Lessor is hereby authorized and directed to fund the acquisition of the Equipment set forth in the Lease by paying, or causing to be paid, the manufacturer(s)/vendor(s) the amounts set forth on the attached invoices.

9 The following documents are attached hereto and made a part hereof:

(a) Equipment List;

(b) Original Invoice(s); and

(c) Copies of Certificate(s) of Origin, when applicable, designating Lessor as lienholder if any part of the Equipment consists of motor vehicles, and evidence of filing.

If Lessee paid an invoice prior to the commencement date of the Lease and is requesting reimbursement for such payment, also attach a copy of evidence of such payment together with a copy of Lessee's Declaration of Official Intent and other evidence that Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. 1.150-2.

Date: «DDD»

PEACHTREE CITY, GEORGIA
as Lessee

By:

Name: ______________________________

Title: ______________________________

EXHIBIT A-2

(TO EQUIPMENT SCHEDULE NO. «EEE»)

[ATTACH I.R.S. FORM 8038-G OR 8038-GC, AS APPROPRIATE]

EXHIBIT A-3

(TO EQUIPMENT SCHEDULE NO. «EEE»)

NOTICE AND ACKNOWLEDGEMENT OF SALE OF RENTAL PAYMENTS AND ASSIGNMENT OF LEASE

Peachtree City Governmental Finance Corporation (*'Lessor '*) and Peachtree City Georgia (*Lessee '*) have entered into a Master Equipment Lease-Purchase Agreement No. 1 dated June ___, 2005 and Equipment Schedule No. «EEE» dated «DDD» (collectively the *'Lease '*), under which Lessee has, or will have prior to its execution hereof, leased equipment (the *Equipment''*) described in such Equipment Schedule.

Lessee is hereby notified that Lessor has assigned its right, title and interest in and to the Lease, the leased Equipment and the rental payments as permitted by the Lease.

Lessee is hereby directed to pay any and all rental payments and other amounts due with respect to which Lessor's assignee (*Assignee '*) renders an invoice, at the address set out immediately below or as otherwise directed in said invoice:

"ASSIGNEE" ALL POINTS CAPITAL CORPORATION
____
____

By signing this Notice and Acknowledgment, Lessee agrees that it will pay all amounts due under the Lease as directed in the invoice without any set-off or deduction whatsoever notwithstanding any defect in, damage to or requisition of any of the Equipment leased under the Lease, any other similar or dissimilar event, any defense, set-off, counterclaim or recoupment arising out of any claim against Lessor or Assignee.

Lessee further acknowledges and agrees that Assignee has not assumed any of Lessor's obligations or duties under the Lease or made any warranties whatsoever as to the Lease or the Equipment. Lessee agrees that no change may be made to the Lease without the prior written consent of Assignee.

By signing this Notice and Acknowledgment, Lessee warrants that its representations and warranties under the Lease are true and correct on the date hereof.

Date:__________________________

PEACHTREE CITY, GEORGIA,
as Lessee

By:
Name: ______________________________
Title: ______________________________

EXHIBIT A-4

(TO EQUIPMENT SCHEDULE NO. 1)

«DDD»

Re: Master Equipment Lease-Purchase Agreement No. «BBB» dated «AAA» and Equipment Schedule No. «EEE» thereto

Ladies and Gentlemen:

In connection with the above-referenced Equipment Schedule No. «EEE», Peachtree City Georgia, as lessee (the *'Lessee '*), is required to provide evidence of insurance for the coverages and endorsements set forth below, such evidence of insurance should reflect the interest of its assignee.

A. *Liability Insurance.* Lessee is required to maintain public liability insurance, personal injury and property damage with policy limits of $«NNN» The policy should be endorsed to name Peachtree City Governmental Finance Corporation (*«VVV»* ') as an additional insured.

B. *Casualty Insurance.* Lessee is required to maintain all risk extended coverage, malicious mischief and vandalism insurance for the Equipment described in the above-referenced Equipment Schedule in the amount not less than the full replacement cost of the Equipment. Such insurance shall be endorsed to name «VVV» as a co-loss payee with respect to such Equipment.

The required insurance should also be endorsed to give «VVV» at least 30 days prior written notice of the effective date of any material alteration or cancellation of coverage, and an endorsement confirming that the interest of «VVV» shall not be invalidated by any actions, inactions, breach of warranty or conditions or negligence of Lessee.

Lessee appreciates your prompt attention to this matter.

Very truly yours,

PEACHTREE CITY, GEORGIA

By·

Name: ______________________________

Title: ______________________________

EXHIBIT A-5

(TO EQUIPMENT SCHEDULE NO. «EEE»)

[TO BE TYPED ON LESSEE'S LETTERHEAD]

«DDD»

Peachtree City Governmental Finance Corporation
151 Willowbend Road
Peachtree City, GA 30269
«UUU»

Re: Master Equipment Lease-Purchase Agreement No. «BBB» dated «AAA» and Equipment Schedule No. «EEE» thereto

Ladies and Gentlemen:

Under the above-referenced Equipment Schedule No. «EEE», «CCC», as lessee ('*Lessee* '), is required to maintain certain insurance policies with respect to the Equipment subject thereto, *provided* that insurance policies are not required if Lessee has an actuarially sound self-insurance program that is acceptable to Peachtree City Governmental Finance Corporation. This letter is for the purpose of describing Lessee's self-insurance program.

[Describe self-insurance program for property damage whether a self-insurance fund or contingency fund is maintained; and whether there is an excess policy in which case an insurance authorization letter must be attached.]

[Describe self-insurance program for public liability risks - whether a self-insurance fund or contingency account is maintained; whether the Lessee's public liability exposure is capped pursuant to a Tort Claims Act; and whether the Lessee maintains an excess liability policy, in which case an insurance authorization letter must be attached.]

Please do not hesitate to contact me if you have any questions concerning this letter.

Very truly yours,

PEACHTREE CITY, GEORGIA

By:
Name: ______________________________
Title: ______________________________

EXHIBIT A-6

(TO EQUIPMENT SCHEDULE NO. «EEE»)

[ATTACH UCC-1 WITH ATTACHMENT]

EXHIBIT B

INCUMBENCY CERTIFICATE

I do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of Peachtree City, Georgia, a political subdivision organized under the laws of the State of Georgia, that I have custody of the records of such entity and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding the offices set forth opposite their respective names. I further certify that (i) the signatures set opposite their respective names and titles are their true and authentic signatures, and (ii) such officers have the authority on behalf of such entity to enter into that certain Master Equipment Lease-Purchase Agreement No. «BBB» dated «AAA» (the *Agreement*") and Equipment Schedule No. «EEE» thereto dated «DDD» (the *'Schedule* '), each between Peachtree City, Georgia and Peachtree City Governmental Finance Corporation, as lessor.

NAME	TITLE	SIGNATURE
____________________	____________________	____________________
____________________	____________________	____________________

I hereby further certify that the individual named below holds the office set forth opposite his/her name and is duly authorized to execute Certificates of Acceptance and other documents relating to the Agreement and the Schedule.

NAME	TITLE	SIGNATURE
____________________	____________________	____________________

IN WITNESS WHEREOF, I have duly executed this Certificate and affixed the seal of Peachtree City, Georgia hereto «KKK».

[SEAL]

____
(Secretary/Clerk)

(other than the person signing the documents)

**STATE OF GEORGIA ADDENDUM*
To**

Master Equipment
Lease-Purchase Agreement Dated. June __, 2005

Peachtree City (Lessee)
151 Willowbend Road
Peachtree City, GA 30269

All Points Capital Corp. (Assignee)
480 Olde Worthington Road, Suite 150
Westerville, OH 43082

Peachtree City Governmental
Financial Corporation (Lessor)
151 Willowbend Road
Peachtree City, GA 30269

For and in consideration of the mutual promises and agreements contained in the Master Lease to which this Addendum is attached, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

1. ***Definitions***. Each term used, but not defined, herein shall have the same meaning as when such term is used in the Master Equipment Lease-Purchase Agreement (the "*Master Lease*") described above.

2. ***Amendment to Paragraph 3 of the Master Lease.*** The second paragraph of Paragraph 3 of the Master Lease is hereby deleted and replaced with the following:

> The term of this Agreement begins as of the Master Lease Date set forth above and will continue so long as any Lease is in effect as provided in this Paragraph 3 The Initial Term of each Lease begins as of the Schedule Funding Date identified by Lessor in the Certificate of Acceptance relating to such Lease and, in accordance with applicable provisions of Georgia law, the Initial Term expires absolutely and without further obligation on the part of Lessee at midnight on the last day of the calendar year in which such Lease was executed, subject to Lessee's option to extend the term of each such Lease for up to the number of consecutive one-year renewal terms (each of such terms, a "*Renewal Term*," and collectively, "*Renewal Terms*") to pay the Rental Payments identified in such Lease (a failure to renew the Agreement as of the end of any term thereof shall sometimes be referred to as an "Event of Non-Appropriation"). Each Renewal Term under each Lease shall also terminate absolutely and without further

* For use with Georgia counties, municipalities and county, independent or area school systems, but not the State of Georgia or any of its agencies or institutions.

obligation on the part of Lessee at midnight on the last day of each succeeding calendar year that is a Renewal Term, unless such Lease has been renewed as set forth herein. Lessee's annual option to extend the term of any Lease shall be exercised by the adoption by the governing body of Lessee of a final budget in accordance with applicable law which appropriates, specifically with respect to such Lease, moneys sufficient (after taking into account any moneys legally available for such purpose) to pay the Rental Payments and all additional amounts for which Lessee is or may become responsible under the Lease for the next succeeding Renewal Term as provided in such Lease. The adoption of such final budget, after the holding of a public hearing, if necessary, and compliance with the procedures required by applicable law, shall extend the term of each Lease with respect to which such action is taken for the succeeding Renewal Term without any further action required by any officers or officials of Lessee. Within ten (10) days after the adoption of such final budget, Lessee shall deliver written notice to Lessor stating that Lessee has extended the term of each related Lease. The terms and conditions of any Renewal Term of a Lease shall be the same as the terms and conditions during the Initial Term of such Lease, except that the Rental Payments shall be as provided in the Rental Payment Schedule to such Lease.

3. Deletion of Provisions Relating to Lessee's Agreement to Seek Appropriations. To the extent that the Master Lease includes provisions pursuant to which Lessee agrees that its primary business official will do all things lawfully within such official's power (a) to include amounts to pay Rental Payments and other amounts under each Lease in each annual budget (as appropriate) to be submitted to Lessee's governing body and (b) to use best efforts to obtain and maintain funds from which such Rental Payments and other amounts under each Lease may be paid, such provisions are hereby deleted and are of no force or effect with respect to the Master Lease and any Schedule.

4. Amendment to Paragraph 8 of the Master Lease. Paragraph 8 of the Master Lease is hereby deleted and replace with the following:

Title to Equipment. (a) During the term of each Lease, title to the Equipment identified therein shall be vested in Lessor, subject to the rights of Lessee under such Lease. Upon the first to occur of (i) the day after the last scheduled Rental Payment under such Lease is paid in full or (ii) the day after the Prepayment Option Amount under such Lease is paid in full, Lessor shall transfer all of its right, title and interest in and to the Equipment under such Lease to Lessee without representation or warranty (except with respect to Lessor or anyone claiming by, through or under Lessor) "where is, as is" and "with all faults." Lessee, at its expense, will protect and defend Lessor's title to the Equipment identified in each Lease and will keep the Equipment under each Lease free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons.

(b) Upon the first to occur of (i) the expiration of the Initial Term or any Renewal Term under such Lease during which an Event of Nonappropriation occurs or (ii) an Event of Default under such Lease and a termination of Lessee's rights thereunder as provided therein, Lessor shall be entitled to repossess the Equipment identified in such Lease and otherwise to exercise its remedies as provided therein.

(SEAL)

Attest:

PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION

____
Secretary

By: ______________________________
President

(SEAL)

Attest:

PEACHTREE CITY, GEORGIA

____
City Clerk

By: ______________________________
Mayor