

CITY COUNCIL MEMBERS

Vanessa Fleisch, Mayor
Kim Learnard – Mayor Pro-tem
Phil Prebor – Post 1
Mike King, Post 2
Terry Ernst – Post 4

**City Council of Peachtree City
Agenda
February 2, 2017
7:00 p.m.**

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Announcements, Awards, Special Recognition**
- IV. Public Comment**
- V. Agenda Changes**
- VI. Minutes**
January 19, 2017, Regular Meeting Minutes
- VII. Consent Agenda**
 - 1. Consider Alcohol License – NEW – Dickey's Barbecue Pit, 460 Crosstown Drive**
 - 2. Consider Addendum to Verizon Tower Lease**
 - 3. Consider FY 2017 Budget Amendment**
 - 4. Approve Updated City Manager Agreement**
- VIII. Old Agenda Items**
- IX. New Agenda Items**
 - 02-17-01 Public Hearing – Consider Re-adoption of Zoning Map and Zoning Ordinance (Mike Warrix)**
- X. Council/Staff Topics**
Peachtree City Convention & Visitors Bureau (CVB) – Branding Update
- XI. Executive Session**
- XII. Adjourn**

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

**City Council of Peachtree City
Meeting Minutes
January 19, 2017
7:00 p.m.**

The Mayor and Council of Peachtree City met in regular session on Thursday, January 19, 2017. Mayor Vanessa Fleisch called the meeting to order at 7:00 p.m. Others attending: Terry Ernst, Mike King, Kim Learnard, and Phil Prebor.

Announcements, Awards, Special Recognition

Mayor Fleisch recognized Stephen Stoyell of the Police Department as the Employee of the Year for his efforts to help find housing, food, and clothing for a homeless family and in helping the father find a job. Terry Blackburn of the Police Department was recognized for 20 years of service.

Public Comment

Fayette County Commission Chairman Eric Maxwell introduced himself to Council, saying he looked forward to working with them. His district included the east and north sides of the City, south side of Tyrone, and the west side of Fayetteville. Maxwell said he would take phone calls and meetings, adding he was looking forward to a great relationship with the City. He also pledged that when they disagreed, he would not become disagreeable.

Minutes

January 5, 2017, Regular Meeting Minutes

King moved to approve the January 5, 2017, regular meeting minutes as written. Ernst seconded. Motion carried unanimously.

Monthly Reports

Learnard said there had been a "Police Appreciation" donation of \$461, asking what that was. King said that was the remainder of \$2,461 collected by a breakfast group. The funds were used to purchase glass-breaking knives for each member of the department, and the donation was what was left. Ernst added it was the same group that distributed the "We love our PTC Police Officers" items. Learnard expressed her appreciation.

Consent Agenda

- 1. Consider Call to Election Resolution**
- 2. Consider Acceptance of 2016 GMA Liability Management Grant**
- 3. Consider Police Auxiliary Donation for K-9 Replacement**

Ernst moved to approve Consent Agenda items 1 – 3. Prebor seconded. Motion carried unanimously.

New Agenda Items

01-17-08 Consider Bid for Organic Material Grinding Contract

Public Works Superintendent Scott Hicks recommended Council approve the bid from AKA Tree Removal for grinding services at the City's Recycling Center for \$3.50 per cubic yard, with annual costs not to exceed \$40,000 in a fiscal year. He continued that the contract would begin in January and run through December 31, 2017, with an option to extend the contract for two additional fiscal years.

Learnard moved to approve the contract with AKA Tree Removal for grinding services as presented. Ernst seconded. Motion carried unanimously.

Council/Staff Topics

Preview – Land Development Ordinance Amendment Related to Clearing in Greenbelts

Rorie said there had been discussions throughout the past year, and changes had been made to ordinances. This was one of the final housekeeping issues.

Planning & Development Director Mike Warrix said staff had been looking at the Land Development Ordinance for needed improvements as the result of some tree issues that had arisen over the last few months, as well as an issue with greenbelt encroachment discussed at the January 5 meeting. The proposed amendments would be to Section 1133 of the Land Development Ordinance.

A greenbelt was an area of land owned by the City which should remain undisturbed, in so far as possible, from its natural state to form a screen or buffer, Warrix said. Approximately 25% (3,669 acres) of total City land area was City-owned greenbelt and open space. The City was in the process of a Comprehensive Plan Update, and a great deal of information was being updated. As a result, Warrix said the numbers could change.

Section 1133 currently read:

*Clearing, thinning and/or removal of any trees or vegetation within designated natural buffers, undisturbed buffers, tree save and landscape buffers, or any protected area on residential lots **is strictly prohibited** without first obtaining approval from the city landscape architect.*

*Clearing, thinning and/or removal of any vegetation within **city-owned greenbelts is strictly prohibited**. Each removed tree shall be considered a separate offense and will be subject to a citation and/or fine as determined by the judge of the municipal court. In addition to the citation and/or fine, the person responsible for clearing, thinning or removal of vegetation within a city-owned greenbelt shall be **required to replace the total caliper inches of vegetation removed to assist in re-naturalizing the disturbed areas adjacent to their property**. A detailed plant list of all material to be planted must be submitted to the city landscape architect for approval prior to installation, and all plant material must be guaranteed for a period of no less than two years from the date of final acceptance by the city.*

Warrix noted the first paragraph referenced a city landscape architect, and the City did not have one, so that would change. The section clearly prohibited clearing, thinning, and/or removal of vegetation from City-owned greenbelts. It also addressed citations, fines, and restitution.

One of the issues with Section 1133 was a defined form of approval to remove items from buffers. In the past, verbal approval had been given for removal of trees, brush, and vegetation, with no permits being issued. The proposed change would require written approval and the issuance of permits as appropriate.

Another problem had been the issuance of notices of violation (NOV) vs. citations for violations of the ordinance. In the past, trees had been removed from greenbelt areas, and NOVs were issued to the property owners rather than a citation as required by Section 1133, Warrix continued.

There were also no minimum set penalties when an alleged violator went to Municipal Court. Warrix asked for guidance on setting the minimum fine for violations. He suggested the fines be levied on a per offense, per tree basis.

Recommended changes to Section 1133 included:

*Clearing, thinning and/or removal of any trees or vegetation within designated natural buffers, undisturbed buffers, tree save and landscape buffers, or any protected area on residential lots **is strictly prohibited** without first obtaining **written approval and associated permits** from the **Planning and Development Department**.*

Clearing, thinning and/or removal of any vegetation within **city-owned greenbelts** is **strictly prohibited**. Each removed tree shall be considered a separate offense and will be subject to a citation **from Code Enforcement to appear in Municipal Court and a fine of not less than – waiting for Council guidance**.

In addition to the citation and fine, the person responsible for clearing, thinning or removal of vegetation within a city-owned greenbelt shall be **required to replace the total caliper inches of vegetation removed to assist in re-naturalizing the disturbed areas adjacent to their property**. A detailed plant list of all material to be planted must be submitted to the **Planning and Development Department** for approval prior to installation, and all plant material must be guaranteed for a period of no less than two years from the date of final acceptance by the city.

Warrix pointed out that the changes to the ordinance were in red, and included obtaining written permission and permits from the Planning and Zoning Department. Each removed tree was to be considered a separate offense and was subject to a citation to Municipal Court, not an NOV. He reiterated that staff was asking for Council guidance on the minimum fine. He said there had been a discussion with the Municipal Court Judge to ensure Council setting a minimum fine did not interfere with the judge's responsibilities. The Planning and Development Department had replaced all references to a city landscape architect.

The proposed revisions would strengthen and clarify the ordinance, Warrix continued. Essentially, a citation would be issued to those caught removing trees from City-owned greenbelts, and a minimum fine would be assessed. Additional fines could be assessed by the Court depending on the severity/frequency of the violation. The maximum fee per violation was \$1,000. Warrix said staff would bring the proposed amendments to Council for approval in February.

Fleisch noted her concern was the public information campaign. Years ago, lenders had stopped requiring a survey when homes were purchased, and many people did not even know where their property lines were located or if there was adjacent greenbelt. Residents would see their neighbors landscaping and taking care of the greenbelt, and they would think they could do it too. Warrix said they were meeting with Code Enforcement and discussing how to best educate people who had lake properties that had greenbelts or undisturbed buffers. Public education was a big issue and it was worthy of additional study.

King clarified that if there was a buffer area between his property and the street that was dedicated to him, he could do what he wanted to in the buffer. Warrix said if it was identified as a City-owned greenbelt, a property owner could not do what they wanted. King said it was not City-owned and was just a buffer between his property and the street. Warrix said the existing language of the ordinance gave the city's landscape architect the authority to allow a property owner to clear the brush and/or cut small trees. King said that, along the highways, there was growth along the edge of the pine forests. Very little grew in the pine forest. King felt he should be able to clean up that buffer as the property owner. Warrix said most of the buffers that were not greenbelts were located along major thoroughfares, and there were avenues to clean up those buffers. He noted the property on SR 74 at the U-Haul store. The property owner had been given verbal approval to remove underbrush and shrubbery in the buffer. The owner also took out several large trees in the process. There had been similar issues at McDonald's and in front of the Sprouts shopping center at Walt Banks/SR 54. The city landscape architect had properly given permission to clean out those buffers.

Prebor said the proposed changes supported that by requiring written approval. Warrix agreed, saying that verbal approval had sometimes been extended into something much larger than the permission actually covered.

Rorie said there were issues with people, both mistakenly and intentionally, removing trees from City-owned greenbelts. From staff's perspective, if there was clear intent and someone went into a clearly platted City-owned greenbelt and removed trees, then that was destruction of City property. If the City was going to protect the buffers and greenbelts in the next 20 years, then they needed to take a strong stance. The fines needed to be set so there was not a debatable issue. The judge could also require replanting in those areas as restitution. There were cases where dead and dying trees needed to be removed. Rorie said he did not think this applied to privately-owned property since those were not deeded and dedicated to the City.

King agreed as far as City-owned greenbelts and property, but said he had to draw the line a personally-owned property. Living in the City meant certain standards had to be met, and that should require homeowners/property owners to coordinate with Planning and Zoning on what could and could not be done.

Prebor questioned how that would apply to properties with approved landscape plans, saying that could mean there would be concrete and bricks all the way to the highway. King said concrete would increase the impervious surface. Prebor said the incident at U-Haul had probably been an effort to make their business more visible, but large trees had been taken down. He asked if this situation would be covered. Rorie said a property was developed with an approved landscape plan, so they would have to go back to Planning and Zoning as the plan for the development was approved with a landscape plan. The provisions for those changes were in the ordinance. Written approval would be required.

Learnard said she liked the proposed changes, and agreed there should be no more verbal approvals. She would like a recommendation for the fine. Rorie said he was prepared to do that, noting the maximum fine available was \$1,000 per tree. In the spirit of cooperation, the minimum fine could be set at not less than \$500 per tree. Learnard said the fines should not be less than \$500. The devil would be in the enforcement, and it only worked if it was enforced.

Learnard asked the outcome of the McDonald's case. Warrix said there had been restitution, adding there had been a communication breakdown between his office and Code Enforcement. Now that Code Enforcement was in his department, communication had greatly improved. Ernst said the word would be out after a few violations since \$500 per tree was not "chump" change.

Executive Session

Learnard moved to convene in executive session for personnel at 7:37 p.m. King seconded. Motion carried unanimously.

King moved to reconvene in regular session at 8:58 p.m. Ernst seconded. Motion carried unanimously.

There being no further business, King moved to adjourn. Learnard seconded. Motion carried unanimously. The meeting adjourned at 8:59 p.m.

Pamela Dufresne, Deputy City Clerk

Vanessa Fleisch, Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager 

FROM: Deputy City Clerk 

DATE: January 20, 2017

SUBJECT: Alcohol License – NEW – Dickey's Barbecue Pit
February 2, 2017, Consent Agenda

Recommendation:

Staff recommends Council consider the attached application for a new alcohol license.

Discussion:

Dickey's Barbecue Pit, 460 Crosstown Drive, has submitted a request for a new alcohol license. Ms. Carla Kuehl has requested she be appointed as the Licensee and as the License Representative.

Dickey's had an alcohol license for beer and wine from 2011 – 2013, but they chose not to renew at that time.

Budgetary Impact:

The budgetary impact of the alcoholic beverage license will be positive. The applicant will be required to pay the annual fee for the sale of beer, which is \$775.

Attachments

Application For Alcoholic Beverage License

Business Name: Folding Chair Enterprises	Business Location: 460 CROSSTOWN DR	
Nature of Business: Restaurant	Mailing Address: 74 Riva Ridge LN	Business Phone Number: 678-364-9573
Name of Licensee: Carla Kuehl	Home Address: 74 Riva Ridge LN	Home Phone Number: 678-485-0859
Name of License Representative: Carla Kuehl	Home Address: 74 Riva Ridge LN	Home Phone Number: 678-485-0859

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	ADDRESS	PHONE NUMBERS
Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.	Please provide Home Addresses for the individuals listed:	Please provide Home <u>and</u> Business Phone Numbers for individuals listed:
Carla Kuehl	74 Riva Ridge LN Newnan	678-485-0859
Charles Kuehl	same as above	770-304-1318

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: _____

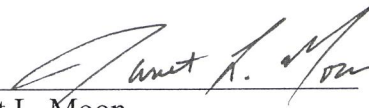
State of Georgia

City of Peachtree City

I, Janet Moon, Chief of Police for the City of Peachtree City, do hereby certify that:

Carla Rae Kuehl
74 Riva Ridge Ln.
Newnan, GA 30263

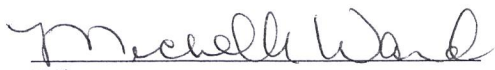
has been investigated and found not to have been convicted of, nor to have entered a plea of nolo contendere, to any felony or misdemeanor relating to the sale or use of alcoholic beverages or illegal narcotics or drugs within five (5) years prior to the date of the application for this license.



Janet L. Moon
Chief of Police

11/5/10

Date



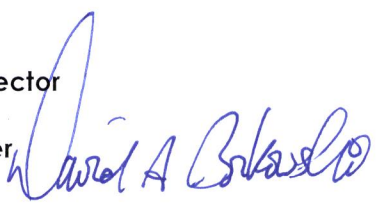
Witness

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: Jonathan N. Rorie, City Manager
Paul Salvatore, Financial Services Director

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

DATE: January 18, 2017

SUBJECT: Subject – Lease Amendment with Verizon for City Hall Cell Tower
January 19, 2017, City Council Meeting

Recommendation:

Staff recommends that City Council authorize the Mayor to sign the attached lease amendment document between the City and Verizon Wireless.

Discussion:

The City currently has a lease agreement with Verizon to occupy space on the tower behind the library and to occupy ground space for cabinets. Verizon desires to upgrade their capacity and wants to install a new fiber optic connection to the tower.

Engineering has worked with Verizon and the City's telecommunication consultant to work out a route to the tower that avoids most of the underground utilities and is presented as an exhibit in the lease amendment documents. Verizon is currently working on construction drawings for this route that will have to be reviewed and approved by staff so a permit can be issued.

The City Attorney has reviewed the amendments as to legal form and Staff is recommending approval.

Budget Impact:

There is no budget impact with this request.

Grantee Site Name: Ridge Lake
Grantee Contract Number: 150463

Upon Recording, Return to:
Alaina Shamp, Paralegal
Troutman Sanders LLP
600 Peachtree Street, NE
Suite 5200
Atlanta, Georgia 30308-2216

Cross Reference to:

Deed Book 1775, Page 105
Deed Book 1775, Page 110
Deed Book 367, Page 643
Deed Book 2421, Page 241
Deed Book 4396, Page 745
Deed Book 4397, Page 1

Fayette County, Georgia Records

STATE OF GEORGIA)
)
COUNTY OF FAYETTE)

**FIRST AMENDMENT TO ACCESS AND UTILITIES
EASEMENT AGREEMENT**

This **FIRST AMENDMENT TO ACCESS AND UTILITIES EASEMENT AGREEMENT** (this "Amendment") is made this ____ day of _____, 20__, by and between **GEORGIA MUNICIPAL ASSOCIATION, INC.**, a Georgia nonprofit corporation, with its principal office located at 201 Pryor Street SW, Atlanta, Georgia 30303 ("Fee Owner"), **THE CITY OF PEACHTREE CITY**, a municipal corporation, with a mailing address of 151 Willow Bend Road, Peachtree City, Georgia 30269 ("Lessor") (Fee Owner and Lessor are collectively referred to herein as "Grantors"), and **VERIZON WIRELESS (VAW) LLC**, a Delaware limited liability company, d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey, 07920 ("Grantee") (Fee Owner, Lessor, and Grantee are sometimes individually referred to as a "Party" or collectively as the "Parties").

WHEREAS, Grantors and Grantee entered into that certain Access and Utilities Easement Agreement dated October 14, 2015, recorded in Deed Book 4397, Page 1, Fayette County, Georgia records (the "Easement Agreement"), whereby Grantors granted to Grantee a certain easement for ingress, egress, and utilities over certain property owned by Fee Owner and leased by Lessor; and

WHEREAS, Grantee and Lessor entered into a Tower Lease Agreement dated, as evidenced by Memorandum of Tower Lease Agreement between Lessor and Grantee dated October 14, 2015, recorded at Deed Book 4396, Page 745, aforesaid records, First Amendment to Tower Lease Agreement and First Amendment to Memorandum of Tower Lease Agreement dated as of the date hereof (the "Leased Premises");

WHEREAS, Grantors and Grantee desire to amend the Easement Agreement to grant a new utility and fiber easement and remove the reference to the Utility Easement;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings ascribed to such terms in the Easement Agreement.

2. Grantors hereby grants and conveys to Grantee, its agents, independent contractors, subtenants, licensees, tenants and invitees, for the benefit of and as an appurtenance to the Leased Premises, a non-exclusive perpetual easement for ingress and egress from Willow Bend Road, a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of Lessee's communications equipment over, under, or along a 10' foot wide right-of-way ("10' Fiber Easement"), which shall be described and depicted on Exhibit "D" attached hereto and made part hereof. Lessor further grants the 10' Fiber Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. The 10' Fiber Easement shall run with the land.

3. Grantors and Lessee hereby agree and acknowledge that the Utility Easement is hereby deleted in its entirety from the Easement Agreement. It is the parties' intention to replace the Utility Easement with the above mentioned 10' Fiber Easement.

4. Each of the Parties hereto warrants to the other that the person or persons executing this Amendment on behalf of such Party has the full right, power, and authority to enter into and execute this Amendment on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Amendment.

5. In the event of any inconsistencies between the Easement Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Easement Agreement otherwise is unmodified and shall remain in full force and effect. Each reference in the Easement Agreement to itself shall be deemed also to refer to this Amendment.

6. This Amendment shall be binding upon and inure to the benefit of Grantors, Grantee, and their respective legal representatives, transferees, successors and assigns.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals on the day and year first written above.

Signed, sealed and delivered in the presence of :

WITNESS

NOTARY

WITNESS

NOTARY

GRANTORS:

GEORGIA MUNICIPAL ASSOCIATION, INC., a Georgia nonprofit corporation

By: _____
Name: _____
Its: _____
Date: _____

THE CITY OF PEACHTREE CITY, a Georgia municipal corporation

By: _____
Name: _____
Its: _____

Date: _____

GRANTEE:

VERIZON WIRELESS (VAW) LLC
d/b/a Verizon Wireless

WITNESS

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT D

Description of 10' Fiber Easement

10' FIBER EASEMENT

Together with a proposed 10-foot fiber easement, lying and being in Land Lot 127, 7th District, Peachtree City, Fayette County, Georgia and being more particularly described by the following centerline data:

To find the point of beginning, commence at a concrete monument found at the intersection of the southerly right-of-way line of Georgia State Highway 54 (having a variable width right-of-way) and the easterly right-of-way line of Willow Bend (having an 80-foot right-of-way); thence leaving said intersection and running along said easterly right-of-way line, South 17°40'18" East, 35.15 feet to a point and the true Point of Beginning; thence leaving said right-of-way line and running, North 70°56'31" East, 242.32 feet to a point; thence, North 74°30'59" East, 138.59 feet to a point; thence, South 80°11'34" East, 127.65 feet to a point; thence, South 19°15'14" East, 278.91 feet to a point; thence, 117.51 feet along the arc of a curve to the right, having a radius of 150.00 feet and being scribed by a chord bearing, South 03°11'19" West, 114.53 feet to a point; thence, South 25°37'52" West, 101.92 feet to a point; thence, South 89°41'37" West, 138.74 feet to the ending at a point on the east line of an existing lease area.

As shown in a survey prepared for Verizon Wireless by Point to Point Land Surveyors, Inc. dated October 7, 2016, and last revised November 11, 2016.



GEORGIA STATE HIGHWAY 54
(R/W VARIES)

WILLOW BEND
(80' R/W)

N/F
GEORGIA MUNICIPAL ASSOCIATION INC.
PARCEL ID: 0732 024
DB 1755 PG 105
ZONED: OS-P

N/F
PEACHTREE CITY
PARCEL ID: 0732 076
DB 1724 PG 362
ZONED: O-S-P

N/F
PEACHTREE CITY
PARCEL ID: 0732 075
DB 1221 PG 695
ZONED: OS-P

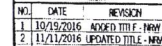
PROPOSED 10' FIBER EASEMENT

TOGETHER WITH A PROPOSED 10-FOOT FIBER EASEMENT, LYING AND BEING IN LAND LOT 127, 7TH DISTRICT, PEACHTREE CITY, FAYETTE COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING CENTERLINE DATA:

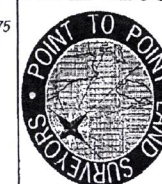
TO FIND THE POINT OF BEGINNING, COMMENCE AT A CONCRETE MONUMENT FOUND AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF GEORGIA STATE HIGHWAY 54 (HAVING A VARIABLE WIDTH) RIGHT-OF-WAY AND THE EASTERLY RIGHT-OF-WAY LINE OF WILLOW BEND SHAVING AN 80-FOOT RIGHT-OF-WAY, THENCE LEAVING SAID INTERSECTION AND RUNNING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, SOUTH 74°40'18" EAST, 35.15 FEET TO A POINT; THENCE, SOUTH 74°40'18" EAST, 117.51 FEET TO A POINT; THENCE, SOUTH 74°40'18" EAST, 242.32 FEET TO A POINT; THENCE, SOUTH 74°30'59" EAST, 38.95 FEET TO A POINT; THENCE, SOUTH 80°11'34" EAST, 122.65 FEET TO A POINT; THENCE, SOUTH 91°14'51" EAST, 278.91 FEET TO A POINT; THENCE, 117.51 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET AND BEING SCREWED BY A CHORD BEARING, SOUTH 74°40'18" EAST, 117.51 FEET TO A POINT; THENCE, SOUTH 74°40'18" EAST, 35.15 FEET TO A POINT, SOUTH 89°41'37" WEST, 138.74 FEET TO THE ENDING, AT A POINT ON THE EAST LINE OF AN EXISTING LEASE AREA.

GRAPHIC SCALE IN FEET
SCALE: 1" = 50'

(SURVEY NOT VALID WITHOUT SHEET 1 & 3 OF 3)



POINT TO POINT
LAND SURVEYORS
1010 Pennsylvania Avenue
McDonough, GA 30253
(p) 678.565.4440 (f) 678.565.4497
(w) pointtopointsurvey.com



EASEMENT SURVEY PREPARED FOR

verizon
10300 OLD ALABAMA ROAD CONNECTICUT
ALPHARETTA, GA 30022

"RIDGE LAKE"

LAND LOT 127, 7TH DISTRICT
PEACHTREE CITY
FAYETTE COUNTY, GEORGIA

DRAWN BY: EAL	SHEET:
CHECKED BY: JKL	2
APPROVED: C. INNER	
DATE: OCTOBER 7, 2016	
P2P JOB #: G160560	OF 3

SHEET:
2
OF 3

FIRST AMENDMENT TO TOWER LEASE AGREEMENT

This **FIRST AMENDMENT TO TOWER LEASE AGREEMENT** (this "Amendment") is made as of _____, 20__ (the "Effective Date"), by and between **THE CITY OF PEACHTREE CITY**, a municipal corporation, with its principal offices located at 151 Willow Bend Road, Peachtree City, Georgia 30269, hereinafter designated LESSOR and **VERIZON WIRELESS (VAW) LLC**, a Delaware limited liability company, d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

RECITALS:

WHEREAS, Lessor and Lessee entered into a Tower Lease Agreement dated October 14, 2015 (the "Agreement"), whereby Lessor leased to Lessee certain Premises, as more particularly described in the Agreement, which Premises are a portion of the Property located at 151 Willow Bend Road, Peachtree City, Fayette County, Georgia; and

WHEREAS, Lessor and Lessee desire to amend the Agreement as set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. Lessor hereby grants and conveys to Lessee and Lessee hereby accepts a non-exclusive easement for ingress and egress from Willow Bend Road, a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of Lessee's communications equipment over, under, or along a 10' foot wide right-of-way ("10' Fiber Easement"), which shall be described and depicted on Exhibit "E" attached hereto and made part hereof. Lessor further grants the 10' Fiber Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. The 10' Fiber Easement shall constitute a portion of the demised Premises and shall be referred to as part of the Premises.

2. Lessor and Lessee hereby agree and acknowledge that the Utility Easement is hereby deleted in its entirety from the Agreement. It is the parties intention to replace the Utility Easement with the above mentioned 10' Fiber Easement.

3. Except as specifically set forth in this Amendment, the Agreement is otherwise unmodified and remains in full force and effect and is hereby ratified and reaffirmed. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall take precedence.

4. All capitalized terms used but not defined herein shall have the same meanings as in the Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have set forth their hand and seal to this First Amendment to Tower Lease Agreement as of the date indicated above.

LESSOR:

THE CITY OF PEACHTREE CITY

Witness

BY: _____
NAME: _____
ITS: _____
DATE: _____

[SEAL]

LESSEE:

VERIZON WIRELESS (VAW) LLC
d/b/a Verizon Wireless

Witness

BY: _____
NAME: _____
TITLE: _____
DATE: _____

EXHIBIT "E"

10' FIBER EASEMENT

Together with a proposed 10-foot fiber easement, lying and being in Land Lot 127, 7th District, Peachtree City, Fayette County, Georgia and being more particularly described by the following centerline data:

To find the point of beginning, commence at a concrete monument found at the intersection of the southerly right-of-way line of Georgia State Highway 54 (having a variable width right-of-way) and the easterly right-of-way line of Willow Bend (having an 80-foot right-of-way); thence leaving said intersection and running along said easterly right-of-way line, South 17°40'18" East, 35.15 feet to a point and the true Point of Beginning; thence leaving said right-of-way line and running, North 70°56'31" East, 242.32 feet to a point; thence, North 74°30'59" East, 138.59 feet to a point; thence, South 80°11'34" East, 127.65 feet to a point; thence, South 19°15'14" East, 278.91 feet to a point; thence, 117.51 feet along the arc of a curve to the right, having a radius of 150.00 feet and being scribed by a chord bearing, South 03°11'19" West, 114.53 feet to a point; thence, South 25°37'52" West, 101.92 feet to a point; thence, South 89°41'37" West, 138.74 feet to the ending at a point on the east line of an existing lease area.

As shown in a survey prepared for Verizon Wireless by Point to Point Land Surveyors, Inc. dated October 7, 2016, and last revised November 11, 2016.

OWNER: PEACHTREE CITY
SITE ADDRESS: 151 WILLOW BEND ROAD
PEACHTREE CITY, GEORGIA 30269
PARCEL ID: 0732 074
ZONED: O5 P (OPEN SPACE PUBLIC)
ALL ZONING INFORMATION SHOULD BE VERIFIED WITH
REFERENCE: DEED BOOK 1775 PAGE 100

OWNER: PEACHTREE CITY

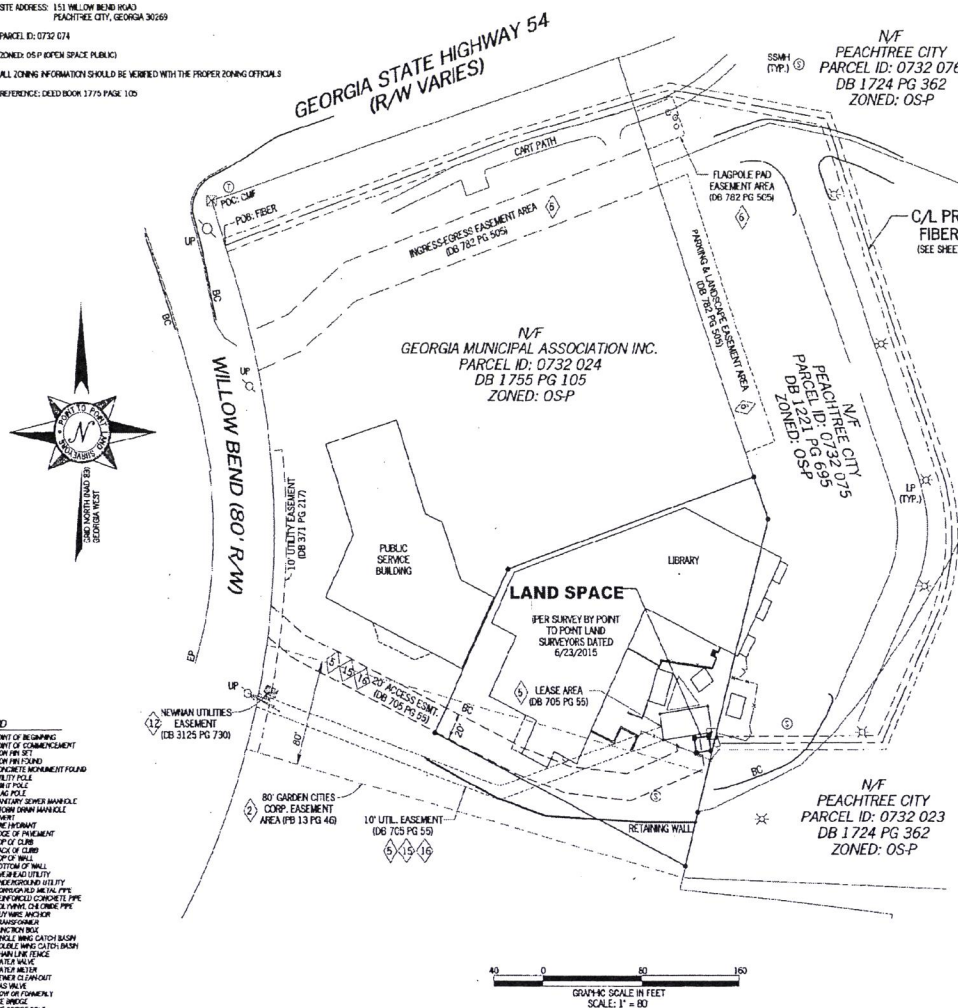
SITE ADDRESS: 151 YALLOW BEND ROAD
BEACHTREE CITY, GEORGIA 30269

PAGE ID: 0732 074

ZONING: OS-P-100EN SPACE PUBLIC

ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS.

REFERENCE: DEED BOOK 1775 PAGE 102



VICINITY MAP
NOT TO SCALE

THIS EASEMENT SURVEY IS FOR THE LEASED PREMISES AND EASEMENTS ONLY. THIS EASEMENT SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF VERIZON WIRELESS AND EXCLUSIVELY FOR THE TRANSFER OF THE PROPOSED LEASED PREMISES AND THE RIGHTS OF EASEMENT SHOWN HEREON AND SHALL NOT BE USED AS AN EXHIBIT OR EVIDENCE IN THE FEE SIMPLE TRANSFER OF THE PARENT PARCEL, NOR ANY PORTION OR PORTIONS THEREOF. BOUNDARY INFORMATION SHOWN HEREON HAS BEEN COMPILED FROM TAX MAPS AND DEED DESCRIPTIONS ONLY. NO BOUNDARY SURVEY OF THE PARENT PARCEL WAS PERFORMED.

THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY.

THE FIELD DATA UPON WHICH THIS EASEMENT SURVEY IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 20,000+ FEET AND AN ANGULAR ERROR OF 5.0" PER ANGLE POINT AND WAS ADJUSTED USING LEAST SQUARES.

EQUIPMENT USED FOR ANGULAR & LINEAR MEASUREMENTS: LEICA TPS 1200 ROBOTIC & GEOMAX ZENITH 35 (DATE OF LAST FIELD VISIT: 10/05/2015)

THE 2' CONTOURS AND SPOT ELEVATIONS SHOWN ON THIS EASEMENT SURVEY ARE ADJUSTED TO NAVD 88 DATUM (COMPUTED USING GEOID 125) AND HAVE A VERTICAL ACCURACY OF $\pm 1'$. CONTOURS OUTSIDE THE IMMEDIATE SITE AREA ARE

BEARINGS SHOWN ON THIS EASEMENT SURVEY ARE BASED ON GRID NORTH (NAD 83)
UTAH STATE ZONE.

A PORTION OF THE PROPOSED EASEMENT IS LOCATED IN A SPECIAL FLOOD AREA (ZONE "A2" BFE = 790 & ZONE "X" AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.) AS PER F.R.M. COMMUNITY PANEL NO. 1311300089E DATED SEPTEMBER 26, 2008.

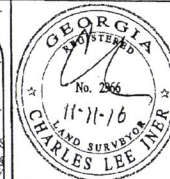
NO WETLAND AREAS HAVE BEEN INVESTIGATED BY THIS EASEMENT SURVEY

ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS.

ANY UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM ABOVE GROUND FIELD SURVEY INFORMATION. THE SURVEYOR MAKES NO GUARANTEES THAT ANY UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT ANY UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THEY ARE LOCATED NEARLY AS NEARLY AS POSSIBLE FROM INFORMATION AVAILABLE.

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

CERTIFICATE OF AUTHORIZATION: 1 SECONDARY

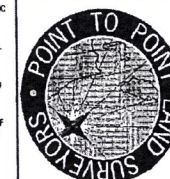


NO.	DATE	REVISION
1	10/10/2016	ADDED TITLE - NRW
2	11/11/2016	UPDATED TITLE - NRW

1. 100%

POINT TO POINT LAND SURVEYORS

1010 Pennsylvania Avenue
McDonough, GA 30253
p) 678.565.4440 (f) 678.565.4497
w) pointtopointsurvey.com



EASEMENT SURVEY PREPARED FOR:

verizon
1.800.OLD ALABAMA ROAD CONNECTION
ALPHARETTA, GA 30022

"RIDGE LAKE"

LAND LOT 127, 7TH DISTRICT
PEACHTREE CITY
FAYETTE COUNTY, GEORGIA

DRAWN BY: EAL

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

CHECKED BY: JNO

APPROVED: C. INER

DATE: OCTOBER 7, 2016

509 100-0-01-00000

SHIFT:

UNIT.

17

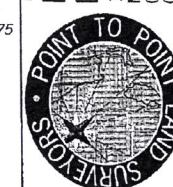
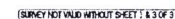
11

1

1



TO FIND THE POINT OF BEGINNING COMMENCE AT A CONCRETE MONUMENT FOUND AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF GEORGE STATE HIGHWAY 54 (HAVING A VARIABLE WIDTH RIGHT-OF-WAY) AND THE EASTERLY RIGHT-OF-WAY LINE OF MALLOW BEND (HAVING AN 80.00 FOOT RIGHT-OF-WAY); THENCE LEAVING SAID INTERSECTION AND RUNNING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, SOUTH 17°40'18" EAST, 35.15 FEET TO A POINT BEARING SOUTH 17°40'18" EAST, 127.65 FEET TO A POINT; THENCE, SOUTH 17°40'18" EAST, 127.65 FEET TO A POINT; THENCE, SOUTH 24°32'32" TO A POINT; THENCE, NORTH 74°03'05" EAST, 136.59 FEET TO A POINT; THENCE, SOUTH 80°11'34" EAST, 127.65 FEET TO A POINT; THENCE, SOUTH 19°15'14" EAST, 278.91 FEET TO A POINT; THENCE, 117.51 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET AND BEING SCORBED BY A CHORD BEARING, SOUTH 52°11'37" WEST, 138.24 FEET TO A POINT; THENCE, SOUTH 52°11'37" WEST, 138.24 FEET TO A POINT; THENCE, SOUTH 52°11'37" WEST, 138.24 FEET TO THE ENDING AT A POINT ON THE EAST LINE OF AN EXISTING LANE.



verizon
10300 OLD ALABAMA ROAD, CONNEXO
ALPHARETTA, GA 30022

'RIDGE LAKE'

LAND LOT 127, 7TH DISTRICT
PEACHTREE CITY
FAYETTE COUNTY, GEORGIA

DRAWN BY: EAL
CHECKED BY: JKL
APPROVED: C. WIER
DATE: OCTOBER 7, 2016
P2P JOB #: G160560

SHEET:
2
OF 3

THIS EASEMENT SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY POINT TO POINT LAND SURVEYORS AND AS SUCH WE ARE NOT RESPONSIBLE FOR THE INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, EASEMENTS, TITLE CHAINS, ETC. THIS SURVEY IS LIMITED TO THE EASEMENTS, IMPLIED OR PRESCRIPTIVE EASEMENTS, OR ANY OTHER FACTS THAT ARE ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE THIS SURVEY WAS COMPLETED WITH THE AID OF TITLE WORK PREPARED BY JAMES F. MCGUIRE, LLC, EFFECTIVE DATE OF AUGUST 30, 2016, BEING FILE NO. FILE NO. 1114.1384.42 ITS FILE NO. 058037.114710, FOR THE SUBJECT PROPERTY, TO DETERMINE THE IMPACTS OF EXISTING TITLE DISCREPANCIES.

RESTRICTIONS REMOVED PER AGREEMENT RECORDED IN DEED BOOK 371
PAGE 2171.

ITEMS AFFECTING THE SUBJECT PROPERTY ARE PLOTTED HEREON:

(THIS ITEM AFFECTS THE SUBJECT PROPERTY)

THIS ITEM ESTABLISHES THE RIGHT-OF-WAY OF GA HWY. 543.

APPROXIMATE LOCATION OF LEASE AREA & EASEMENTS PLOTTED
HEREON.

THIS ITEM IS PLOTTED HERE ON

(THE EXHIBITS WHICH DEPICT THE LEASE AREA ARE NOT LEGIBLE.)

EXHIBIT A-1 IS NOT LEGIBLE.

LEGAL DESCRIPTION IN THIS DOCUMENT PUTS THIS LEASE AREA SOUTH OF
THE SUBJECT PROPERTY.

(THIS ITEM DOES NOT AFFECT THE SUBJECT PROPERTY)

[THIS ITEM DOES NOT AFFECT THE SUBJECT PROPERTY]

(THIS ITEM IS PLOTTED HERE ONCE)

(THIS ITEM DOES NOT AFFECT THE SUBJECT PROPERTY)

(THIS ITEM DOES NOT AFFECT THE SUBJECT PROPERTY)

(THIS ITEM IS PLOTTED HEREON)

(THIS ITEM IS PLOTTED HERE)

LATITUDE = 33°24'00.88" INAD 831

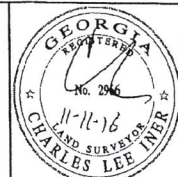
AT CENTER OF EXISTING TOWER

LONGITUDE = -84°34'48.90" (NAD 83)

ELEVATION AT CENTER OF EXISTING TOWER = 795.0' A.M.S.L.

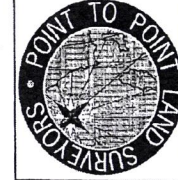


(SURVEY NOT VALID WITHOUT SHEETS 1 & 2 OF 3)



NO.	DATE	REVISION
1	10/19/2016	ADDED TITLE - NRW
2	11/11/2016	UPDATED TITLE - NRW

POINT TO POINT
AND SURVEYORS
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p) 678.565.4440 f) 678.565.4497
w) pointtopointsurvey.com



verizon
10300 OLD ALABAMA ROAD CONNECTOR
ALPHARETTA, GA 30022

* RIDGE LAKE

LAND LOT 127, 7TH DISTRICT
PEACHTREE CITY
FAYETTE COUNTY, GEORGIA

DRAWN BY: EAL
CHECKED BY: JNL
APPROVED: C. INER

DATE: OCTOBER 7, 2016

P2P JOB #: G160560

SHEET:
3
OF 3

Upon Recording, Return to:
Alaina Shamp, Paralegal
Troutman Sanders LLP
600 Peachtree Street, NE
Suite 5200
Atlanta, Georgia 30308-2216

Cross Reference to:

Deed Book 1775, Page 105
Deed Book 1775, Page 110
Deed Book 367, Page 643
Deed Book 2421, Page 241
Deed Book 4396, Page 745

Fayette County, Georgia Records

STATE OF GEORGIA)
)
COUNTY OF FAYETTE)

**FIRST AMENDMENT TO MEMORANDUM OF
TOWER LEASE AGREEMENT**

This **FIRST AMENDMENT TO MEMORANDUM OF TOWER LEASE AGREEMENT** (this "Amendment"), is made this _____ day of _____, 20____, between **THE CITY OF PEACHTREE CITY**, a municipal corporation, with a mailing address of 151 Willow Bend Road, Peachtree City, Georgia 30269, hereinafter referred to as "LESSOR", and **VERIZON WIRELESS (VAW) LLC**, d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920-1097, hereinafter referred to as "LESSEE". LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WHEREAS, Lessor and Lessee entered into a Tower Lease Agreement dated October 14, 2015 (the "Agreement") as evidenced by Memorandum of Tower Lease Agreement recorded in the Office of the Clerk of Superior Court of Fayette county in Deed Book 4396, Page 745 ("Memorandum"); whereby Lessor leased to Lessee certain Premises, as more particularly described in the Agreement, which Premises are a portion of the Property located at 151 Willow Bend Road, Peachtree City, Fayette County, Georgia;

WHEREAS, Lessor and Lessee entered in the First Amendment to Tower Lease Agreement as of the date hereof to grant an additional easement to Lessee; and

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. Lessor hereby grants and conveys to Lessee and Lessee hereby accepts a non-exclusive easement for ingress and egress from Willow Bend Road, a public right-of-way, 7 days a week, 24 hours a day, over the Property, to and from the Premises for the purpose of installation, operation and maintenance of Lessee's communications equipment over, under, or along a 10' foot wide right-of-way ("10' Fiber Easement"), which shall be described and depicted on Exhibit "C" attached hereto and made part hereof. LESSOR further grants the 10' Fiber Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. The 10' Fiber Easement shall constitute a portion of the demised Premises and shall be referred to as part of the Premises.

2. Lessor and Lessee hereby agree and acknowledge that the Utility Easement is hereby deleted in its entirety from the Memorandum. It is the parties' intention to replace the Utility Easement with the above mentioned 10' Fiber Easement.

3. Except as modified by this Amendment, the Memorandum remains unmodified and in full force and effect.

4. This Amendment shall be binding upon and inure to the benefit of Lessor and Lessee and their respective legal representatives, transferees, successors and assigns.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

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

Signed, sealed and delivered in the presence of: _____ Witness _____ Notary Public My Commission Expires: _____ (NOTARIAL SEAL)	LESSOR: THE CITY OF PEACHTREE CITY, a Georgia municipal corporation BY: _____ NAME: _____ ITS: _____ DATE: _____ [SEAL]
Signed, sealed and delivered in the presence of: _____ Witness _____ Notary Public My Commission Expires: _____ (NOTARIAL SEAL)	LESSEE: VERIZON WIRELESS (VAW) LLC d/b/a Verizon Wireless BY: _____ NAME: _____ TITLE: _____ DATE: _____

EXHIBIT "C"

10' FIBER EASEMENT

Together with a proposed 10-foot fiber easement, lying and being in Land Lot 127, 7th District, Peachtree City, Fayette County, Georgia and being more particularly described by the following centerline data:

To find the point of beginning, commence at a concrete monument found at the intersection of the southerly right-of-way line of Georgia State Highway 54 (having a variable width right-of-way) and the easterly right-of-way line of Willow Bend (having an 80-foot right-of-way); thence leaving said intersection and running along said easterly right-of-way line, South 17°40'18" East, 35.15 feet to a point and the true Point of Beginning; thence leaving said right-of-way line and running, North 70°56'31" East, 242.32 feet to a point; thence, North 74°30'59" East, 138.59 feet to a point; thence, South 80°11'34" East, 127.65 feet to a point; thence, South 19°15'14" East, 278.91 feet to a point; thence, 117.51 feet along the arc of a curve to the right, having a radius of 150.00 feet and being scribed by a chord bearing, South 03°11'19" West, 114.53 feet to a point; thence, South 25°37'52" West, 101.92 feet to a point; thence, South 89°41'37" West, 138.74 feet to the ending at a point on the east line of an existing lease area.

As shown in a survey prepared for Verizon Wireless by Point to Point Land Surveyors, Inc. dated October 7, 2016, and last revised November 11, 2016.

REFERENCE: DEED BOOK 1775 PAGE 105

SSNH
(TYP.) (S)

N/F
PEACHTREE CITY
PARCEL ID: 0732 076
DB 1724 PG 362
ZONED: O-S-P

— C/L PROPOSED 10
FIBER EASEMENT
(SEE SHEETS 2 & 3 FOR DETAILS)

N/F
GEORGIA MUNICIPAL ASSOCIATION INC.
PARCEL ID: 0732 024
DB 1755 PG 105
ZONED: Q5-P

N/F
PEACHTREE
PARCEL ID: 0
DB 1221 F
ZONED;

LAND SPACE

N/F
PEACHTREE CITY
PARCEL ID: 0732 023
DB 1724 PG 362
ZONED: OSP



VICINITY MAP
NOT TO SCALE

THIS EASEMENT SURVEY IS FOR THE LEASED PREMISES AND EASEMENTS ONLY. THIS EASEMENT SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF VERIZON WIRELESS AND EXCLUSIVELY FOR THE TRANSFER OF THE PROPOSED LEASED PREMISES AND THE RIGHTS OF EASEMENT SHOWN HEREON AND SHALL NOT BE USED AS AN EXHIBIT OR EVIDENCE IN THE FEE SIMPLE TRANSFER OF THE PARENT PARCEL NOR ANY PORTION OR PORTIONS THEREOF. BOUNDARY INFORMATION SHOWN HEREON HAS BEEN COMPILED FROM TAX MAPS AND DEED DESCRIPTIONS ONLY. NO BOUNDARY SURVEY OF THE PARENT PARCEL WAS PERFORMED.

THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY.

THE FIELD DATA UPON WHICH THIS EASEMENT SURVEY IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 20,000+ FEET AND AN ANGULAR ERROR OF 5.0" PER ANGLE POINT AND WAS ADJUSTED USING LEAST SQUARES.

EQUIPMENT USED FOR ANGULAR & LINEAR MEASUREMENTS: LEICA TPS 1200 ROBOTO
& GEOMAX ZENITH 25. DATE OF LAST FIELD VISIT: 10/06/2016

THE 2' CONTOURS AND SPOT ELEVATIONS SHOWN ON THIS EASEMENT SURVEY ARE ADJUSTED TO NAVD 88 DATUM (COMPUTED USING GEOID 126) AND HAVE A VERTICAL ACCURACY OF $\pm 1'$. CONTOURS OUTSIDE THE IMMEDIATE SITE AREA ARE APPROXIMATE.

BEARINGS SHOWN ON THIS EASEMENT SURVEY ARE BASED ON GRID NORTH (NAD 83)
UT STATE ZONE

A PORTION OF THE PROPOSED EASEMENT IS LOCATED IN A SPECIAL FLOOD AREA (ZONE "AE" SFE = 750 & ZONE "X" AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD) AS PER FIRM COMMUNITY PANEL NO. 13113C0003E DATED SEPTEMBER 26, 2009.

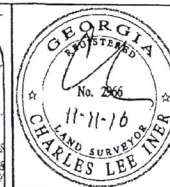
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THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

CERTIFICATE OF AUTHORIZATION: LSF000843



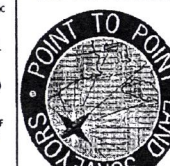
NO.	DATE	REVISION
1	10/19/2015	ADDED TITLE - NRYW
2	11/11/2015	UPDATED TITLE - NRYW

ASSESSMENT SURVEY PREPARED BY:



POINT TO POINT
LAND SURVEYORS

1010 Pennsylvania Avenue
McDonough, GA 30253
(p) 678.565.4440 (f) 678.565.4497
(w) pointpointsurvey.com



EASEMENT SURVEY PREPARED FOR:

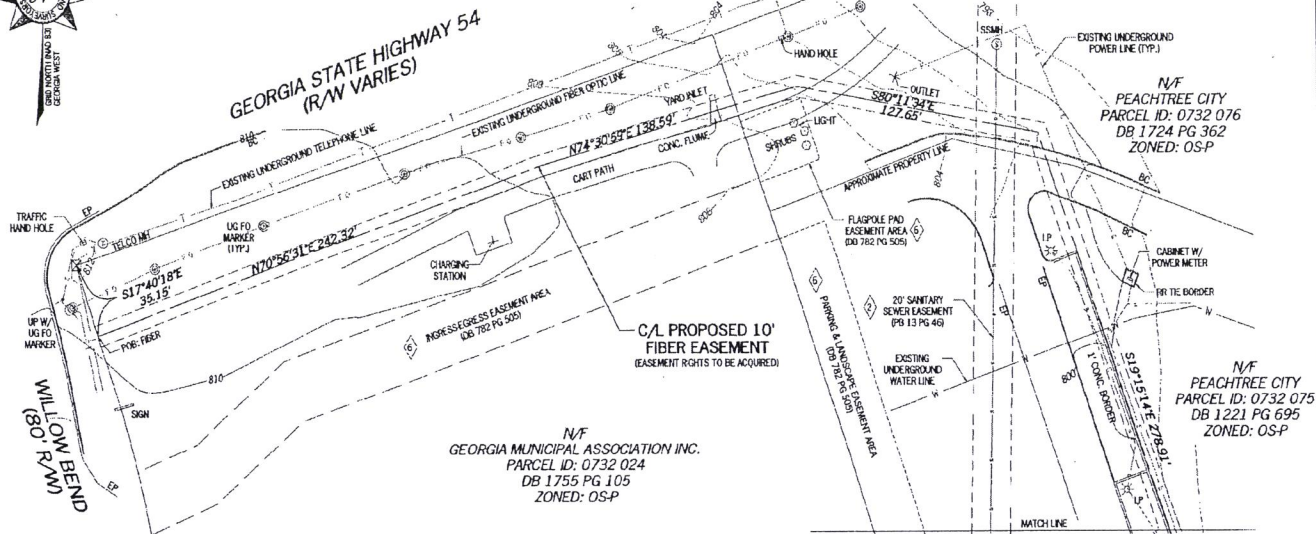
verizon
10300 OLD ALABAMA ROAD CONNECTOR
ALPHARETTA, GA 30022

"RIDGE LAKE"

LAND LOT 127, 7TH DISTRICT
PEACHTREE CITY
FAYETTE COUNTY, GEORGIA

DRAWN BY: EAL
CHECKED BY: JRL
APPROVED: C. INER
DATE: OCTOBER 7, 1991
P2P JOB #: G16055

SHEET;
1
OF 3



PROPOSED 10' FIBER EASEMENT

TOGETHER WITH A PROPOSED 10-FOOT FIBER EASEMENT, LYING AND BEING IN LAND LOT 127, 7TH DISTRICT, PEACHTREE CITY, FAYETTE COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING CENTERLINE DATA:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A CONCRETE MONUMENT FOUND AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF GEORGIA STATE HIGHWAY 54 (HAVING A VARIABLE WIDTH RIGHT-OF-WAY) AND THE EASTERLY RIGHT-OF-WAY LINE OF WILLOW BEND (HAVING AN 80-FOOT RIGHT-OF-WAY); THENCE LEAVING SAID INTERSECTION AND RUNNING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, SOUTH 17°40'18" EAST, 35.15 FEET TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID RIGHT-OF-WAY LINE AND RUNNING, NORTH 70°56'31" EAST, 242.32 FEET TO A POINT; THENCE, NORTH 74°30'59" EAST, 138.59 FEET TO A POINT; THENCE, SOUTH 80°11'34" EAST, 127.65 FEET TO A POINT; THENCE, SOUTH 19°15'14" EAST, 278.91 FEET TO A POINT; THENCE, 117.51 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET AND BEING SCRIBED BY A CHORD BEARING, SOUTH 03°11'19" WEST, 114.53 FEET TO A POINT; THENCE, SOUTH 25°37'52" WEST, 101.92 FEET TO A POINT; THENCE, SOUTH 89°41'37" WEST, 138.74 FEET TO THE ENDING, AT A POINT ON THE EAST LINE OF AN EXISTING LEASE AREA.

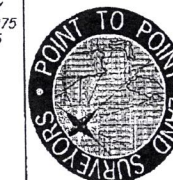


(SURVEY NOT VALID WITHOUT SHEET 1 & 3 OF 3)



NO.	DATE	REVISION
1	10/19/2016	ADDED TITLE - HPM
2	11/11/2016	UPDATED TITLE - HPM

EASEMENT SURVEY PREPARED BY:
POINT TO POINT LAND SURVEYORS
 1010 Pennsylvania Avenue
 McDonough, GA 30253
 (p) 678.565.4440 (f) 678.565.4497
 (w) pointtopointsurvey.com



EASEMENT SURVEY PREPARED FOR:

verizon
 10300 OLD ALABAMA ROAD CONNECTOR
 ALPHARETTA, GA 30022

"RIDGE LAKE"

LAND LOT 127, 7TH DISTRICT
 PEACHTREE CITY
 FAYETTE COUNTY, GEORGIA

DRAWN BY: EAL
 CHECKED BY: JNL
 APPROVED: C. INER

DATE: OCTOBER 7, 2015
 P2P JOB #: 6160560

SHEET:
2
 OF 3

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Jonathan Rorie, City Manager 

FROM: Paul J. Salvatore, Financial Services Director *P.S.*
Kelly Bush, Assistant Finance Director *KB*

DATE: January 26, 2017

SUBJECT: Resolution to amend the Fiscal Year 2017 Budget
February 2, 2017 City Council Consent Agenda

Recommendation:

It is Staff's recommendation that City Council approve the attached resolution to amend the Fiscal Year 2017 budget.

Discussion:

Attached please find a resolution to amend the FY2017 Budget submitted for your approval. This amendment appropriates funds to debt service payments for infrastructure projects to be paid from proceeds of a State GTIB loan, should the loan be approved.

Budget Impact:

The proposed budget amendment impacts the General Fund and the Debt Service Fund.

Attachments

CITY OF PEACHTREE CITY

RESOLUTION TO AMEND THE FISCAL YEAR 2017 BUDGET

NUMBER 17-007

DATE 02/02/17

[illegible]

NOW, THEREFORE, BE IT RESOLVED; that this Council hereby amends the Fiscal Year 2017 Budget Resolution as recorded above to allocate annual debt service on infrastructure projects totaling \$1,173,135.67 for a ten year term.

(see attached Council Minutes for vote)

Entered

Approved

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

FROM: Betsy Tyler, Public Information Officer/City Clerk 

DATE: January 27, 2017

SUBJECT: Consider City Manager Employment Agreement
February 2, 2017, City Council Meeting

Attached is the new employment agreement for City Manager Jonathan N. Rorie, as discussed previously. The City Attorney has reviewed the contents and is available to answer any questions Council may have.

EMPLOYMENT AGREEMENT

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Employment Agreement

This Agreement, made and entered into this ____ day of _____, 2017, by and between the City of Peachtree City, Georgia, a municipal corporation, (hereinafter called "Employer") and Jonathan N. Rorie, (hereinafter called "Employee") an individual who has the education, training, and experience in local government management, both of whom agree as follows:

Section 1: Term

The term of this Agreement shall be for an initial period beginning on October 1, 2016, as ratified on February 2, 2017 and ending on September 30, 2017. This Agreement shall automatically renew for an additional term of one (1) year, beginning on October 1 and ending on September 30 of each succeeding year, unless notice that the Agreement will not be renewed is given by the Employer at least 3 months before the expiration of the then-current term of this Agreement ("Expiration Notice"). In the event that the Expiration Notice is given, all compensation, benefits, and requirements of the Agreement shall remain in effect until the expiration of the then-current term of this Agreement unless Employee resigns or is terminated pursuant to Section 9 below.

Section 2: Duties and Authority

Employer agrees to employ Jonathan N. Rorie as City Manager to perform the functions and duties specified in Section 2.18 of the City of Peachtree City Charter and Chapter 2, Administration, Article III, Officer and Employees, Division II, Chief Administrative Officer of the Code of Ordinances of Peachtree City, and to perform other legally permissible and proper duties and functions.

Section 3: Compensation

Base Salary: For the initial term of this Agreement, the Employer agrees to pay Employee an annual base salary of \$126,000, payable in installments at the same time that the other employees of the Employer are paid. This base salary shall remain in effect for all subsequent terms of this Agreement unless revised by the Employer.

Section 4: Health, Disability, and Life Insurance Benefits

- A. The Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental, and comprehensive medical insurance for the Employee and his dependents equal to that which is provided to all other employees of the City.
- B. The Employer agrees to put into force and to make required premium payments for short-term and long-term disability coverage for the Employee.
- C. The Employer agrees to provide and to pay the premiums due for term life insurance in the amount of at least two (2) times the Employee's annual base salary, including all increases in the base salary during the life of this agreement. The Employee shall name the beneficiary of the life insurance policy.

- D. The Employer shall provide travel insurance for the Employee while the Employee is traveling on the Employer's business, with the Employee to name the beneficiary. Should the Employee die while on travel for the Employer, the Employer shall cover the full cost of retrieving and transporting the Employee's remains back to the custody of the Employee's family.

Section 5: Vacation, Sick, and Military Leave

- A. The Employee shall accrue vacation leave on an annual basis at the rate of 6.16 hours per pay period. In addition, the employee may carry over a maximum of 200 hours annually.
- B. The Employee shall accrue sick leave at the rate provided to any other City employee up to a maximum cap of 480 hours.
- C. In the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued vacation leave and accrued holidays, but not sick leave.

Section 6: Automobile

The Employee's duties require exclusive and unrestricted use of an automobile to be mutually agreed upon and provided to the Employee. Employer shall pay to Employee the sum of Four Hundred Fifty Dollars (\$450.00) per month for the use of personal vehicle. It shall be the Employee's responsibility to pay for all costs associated with the operation, maintenance, and repair of the vehicle. In addition, it shall be the Employee's duty to maintain insurance on said vehicle in an amount that is not less than the insurance maintained by the Employer on City vehicles. Proof of such insurance must be provided to the Employer on an annual basis.

Section 7: Retirement

- A. The Employer agrees to pay an amount equal to five percent (5%) of employee's annual salary into the 401(a) Senior Management Plan.
- B. The parties shall fully disclose to each other the financial impact of any amendment to the terms of The City of Peachtree City Defined Benefit Plan (hereinafter the "Plan") on the Employee's retirement benefit.
- C. Retirement Benefits
 - 1. In the event that Employee remains with the Employer and has ten (10) years of service and is the age of Fifty-five (55), Employee may retire and receive Seventy-five percent (75%) of the monthly benefit that Employee would receive as provided in the Article IV of the Plan in effect on the Employee's retirement date.
 - 2. In the event that Employee is voluntarily or involuntarily terminated prior to his reaching ten (10) years of service and age Fifty-five (55), the Employee at his sole discretion may choose to elect a lump sum payment in lieu of his benefit under the Plan,

of an amount equal to Eight Percent (8%) of Employee's base salary for his cumulative period of employment.

Section 8: General Business Expenses

- A. Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.
- B. Employer agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee to adequately continue the professional development of Employee, including, but not limited to, the ICMA Annual Conference, the State Municipal Association, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member. All such expenses must be approved as part of the annual budget process by Employer prior to being incurred by Employee.
- C. Employer also agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer. All such expenses must be approved as part of the annual budget process by Employer prior to being incurred by Employee.
- D. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in a local civic club or organization. All such expenses must be approved as part of the annual budget process by Employer prior to being incurred by Employee.

Section 9: Termination

For the purpose of this Agreement, termination shall occur when:

- A. The majority of the City Council votes to terminate the Employee at a duly authorized public meeting or votes not to renew Employment Agreement upon its expiration at a duly authorized public meeting.
- B. The City of Peachtree City Charter is amended in a manner that substantially changes the form of government relating to the position of City Manager, and Employee provides written notice to Employer, within thirty (30) days after the effective date of such amendment, that Employee considers such changes to constitute termination.
- C. The Employer reduces the base salary, compensation, or other financial benefits of Employee, and Employer fails to restore such reduction within fifteen (15) days of written notice from Employee of such improper reduction. Specifically excepted from this provision is any reduction that is applied in no greater percentage than an across-the-board reduction for all City department heads.

D. Good cause, which includes the following:

- (1) Failure to fulfill the City Manager's duties as required in this Agreement, in the City Charter, or in the City's Code of Ordinances;
- (2) Incompetence or inefficiency in the performance of the City Manager's duties as documented by evaluations, supplemental memoranda, or other written communication from the Council, provided, however, the terms and conditions of this paragraph shall not justify good cause unless the Council has provided the Employee a reasonable opportunity to remediate any incompetency or inefficiency;
- (3) Insubordination or failure to comply with lawful written Council directives;
- (4) Failure to comply with applicable Laws and Authorities;
- (5) Neglect of duties;
- (6) Drunkenness or excessive use of alcoholic beverages;
- (7) Illegal use of drugs, hallucinogens, or other substances regulated by the Georgia Controlled Substances Act;
- (8) Disability, not otherwise protected by law, that impairs performance of the required duties of the Employee;
- (9) Immorality which is conduct that is not in conformity with the accepted moral standards of the community encompassed by the City. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency, or depravity;
- (10) Assault on an employee or citizen of the City;
- (11) Knowingly falsifying records or documents related to the City's activities;
- (12) Conscious misrepresentation of material facts to the Council or other City officials in the conduct of the City's business;
- (13) Any other reason constituting "good cause" under the terms of the City's Personnel Policy, including, but not limited to, any action which constitutes harassment or related conduct;
- (14) Any willful, knowing, grossly negligent, or negligent breach, disregard, or habitual neglect of any provision of this Agreement, or any willful, knowing, grossly negligent, or negligent breach, disregard, or habitual neglect of any duty or obligation required to be performed by the Employee under this Agreement or under the Charter and Ordinances of the City of Peachtree and/or the laws of the United States or the State of Georgia;
- (15) Any misconduct of the Employee involving an act which constitutes a felony, or a crime of moral turpitude, or an act of criminal illegality (excepting minor traffic

violations), or habitual violations of the traffic laws, whether or not related to the City Manager's official duties hereunder; or

- (16) Any willful, knowing, grossly negligent, or negligent misapplication or misuse, direct or indirect, by Employee of public or other funds owned by or entrusted to the City, any agency or corporation thereof, or the Employee in his official capacity.

Section 10: Unilateral Severance

Severance shall be paid to the Employee when employment is terminated as defined in Section 9, provided, however, that no severance shall be paid to Employee if employment is terminated for Good Cause as set forth in Section 9 (D) of this Agreement.

If the Employee is terminated and entitled to Severance, the Severance Amount and Severance Benefits shall be as follows:

1. If between the dates of February 2, 2017, and March 31, 2018, the Employee shall receive a Severance Amount equal to six (6) months of salary and Severance Benefits equal to six (6) months of benefits.
2. If between April 1, 2018 and December 31, 2018 the Employee shall receive a Severance Amount equal to four (4) months of salary and Severance Benefits equal to four (4) months of benefits.
3. If between January 1, 2019, and all subsequent contract periods, the Employee shall receive a Severance Amount equal to three (3) months of salary and Severance Benefits equal to two (2) months of benefits.

No severance shall be owed from Employer to Employee in the event that Employee voluntarily resigns or otherwise voluntarily terminates this Agreement.

Section 11: Resignation

In the event that the Employee voluntarily resigns his position with the Employer, the Employee shall provide a minimum of thirty (30) days notice unless the parties agree otherwise.

Section 12: Performance Evaluation

The City Council shall annually review the performance of the Employee in October subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within thirty (30) days of the evaluation meeting.

Section 13: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end, Employee shall be allowed to establish an appropriate work schedule.

Section 14: Outside Activities

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting, or other business opportunities with the understanding that such arrangements shall not constitute interference with or a reduced dedication to his responsibilities under this Agreement.

Section 15: Indemnification

Beyond that required under Federal, State, or Local law, Employer shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employee may request and the Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense to defend such legal action, and Employer may not unreasonably withhold approval of such representation. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify employee against any and all losses, damages, judgments, interest, settlements, fines, court costs, and other reasonable costs and expenses of legal proceedings including attorneys fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

Employee recognizes that Employer shall have the right to compromise and settle any indemnified claim. Unless the Employee is a party to the suit, Employee shall have no veto authority over the settlement of any indemnified claim. In the event Employee is required to be involved in litigation subsequent to the termination or expiration of this Agreement, as a party, witness, or advisor to Employer, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any such litigation, including reasonable consulting fees and travel expenses.

Section 16: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 17: Other Terms and Conditions of Employment

The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Peachtree City, Georgia, Charter or any other law.

Section 18: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

1. EMPLOYER:

Mayor
City of Peachtree City, Georgia
151 Willowbend Road
Peachtree City, Georgia 30269

2. EMPLOYEE:

Jonathan N. Rorie
324 Morgans Turn
Peachtree City, Georgia 30269

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 19: General Provisions

- A. Integration: This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and superseded by this Agreement. The parties by mutual written agreement, signed by both parties, may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.
- B. Binding Effect: This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives, and successors in interest.
- C. Effective Date: This Agreement was effective as of October 1, 2016, as ratified on February 2, 2017.
- D. Severability: The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

IN WITNESS WHEREOF, The City of Peachtree City, Georgia, has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by the City Clerk, and the Employee has signed and executed the Agreement, both in duplicate, this date.

_____, Employee

_____, Mayor

ATTEST:

_____, Witness

_____, City Clerk

APPROVED AS TO FORM:

_____, Witness

_____, City Attorney

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: Jonathan N. Rorie, City Manager

FROM: Michael Warrix, AICP
Planning and Development Director

DATE: January 26, 2017

SUBJECT: Consider Re-Adoption of Zoning Map and Zoning Ordinance
February 2, 2017 City Council Agenda

Recommendation:

That Council adopt the Official Zoning Map and Zoning Ordinance as presented by staff along with a text amendment to Article IV, Enactment Clause, relating to the effective date of the zoning map and ordinance.

Discussion:

The purpose of this agenda item is for Council to officially re-adopt the Peachtree City Zoning Map and Zoning Ordinance. Staff recommends that these documents be presented to the Planning Commission for review and City Council for re-adoption on an annual basis, with the intent of having these documents re-adopted at the first available Council meeting each year.

The Zoning Map and Zoning Ordinance have been updated as appropriate to reflect all text amendments, map amendments, and annexations adopted during calendar year 2016. At their January 9, 2017 regular meeting, the Planning Commission voted to forward this agenda item to City Council with a favorable recommendation. Copies of each document have been available for public inspection at City Hall.

Budget Impacts:

There are no budget impacts associated with this request.